

AGREEMENT

between

DARTMOUTH COLLEGE
HANOVER, NEW HAMPSHIRE

and

DARTMOUTH COLLEGE
EMPLOYEES' UNION

LOCAL 560 OF THE
SERVICE EMPLOYEES'
INTERNATIONAL UNION
HANOVER, NEW HAMPSHIRE



Department of Safety and Security
Agreement
July 1, 2021 to July 1, 2024

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AGREEMENT

AGREEMENT made July 1, 2021 by and between Dartmouth College Employees' Union, Local 560 of the Service Employees' International Union, AFL-CIO hereinafter referred to as the "Union" and Dartmouth College, Hanover, New Hampshire, hereinafter referred to as the "College".

ARTICLE I Purpose and Intent

The purpose of this Agreement is to promote and maintain good relations between the College, the Union and the employees represented by the Union, and to make clear the provisions upon which such relations depend. It is the intent of both the College and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances relating to employment arising hereunder and to act at all times in such manner to assure proper dignity and respect to the employees in the bargaining unit.

ARTICLE II Recognition

As a result of an election conducted by the American Arbitration Association, on the 25th day of October, 2002, the College recognizes the Union as the sole bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all non-supervisory employees of the Department of Safety and Security at Dartmouth College but excluding all other employees, regular part-time employees, office clerical employees, confidential employees, managerial employees, student employees, and temporary or seasonal employees. A temporary or seasonal employee shall be defined as one who works no more than six months in a one year period commencing on the temporary employee's date of hire. The College shall not consecutively employ full-time temporary employees in the same job nor employ two or more former full-time employees in part time combinations to fill a full-time vacant job.

It is further agreed that the College shall not hire a seasonal employee or combination of seasonal employees or subcontractor, to fill a full time assignment of over three days duration in any department until all non-working, nine month employees within that department and job classification and who are qualified for the work needed, are offered the opportunity to perform such work. Such qualified employees will be contacted in order of their seniority.

When it is decided in any department which employs nine month employees, that a vacant, twelve month position will be replaced as a twelve month position, qualified nine month employees in the same department and job classification, will be offered the twelve month position. Absent any such qualified nine month employees in that department, normal job posting rules would remain in effect. The terms and conditions for nine month employees are set forth in Appendix A.

The terms “employee” or “employees” as used in this Agreement refer only to such employees of the College as at the time fall within the collective bargaining unit described above.

ARTICLE III

Union Membership and Dues Deduction

All employees covered by this agreement shall be required, as a condition of employment, to become and remain members in good standing of the union, or financial core members to the extent consistent with law. The obligation shall commence immediately following the expiration of any new employee’s ninety (90) calendar day probationary period, or after the thirtieth day following the effective date of this agreement, whichever is later. No employee shall be terminated by the employer for non-membership in the union for reasons other than the employee’s failure to tend periodic dues or other fees uniformly required as a condition of acquiring or retaining membership. A temporary or seasonal employee who is hired directly from that temporary or seasonal status into a regular position in the same department and job classification in which they worked as a temporary or seasonal employee shall have the probationary period shortened or completely waived, as appropriate, by the time worked as a temporary or seasonal employee.

The College agrees to deduct monthly and remit to the Treasurer of the Union, the amount certified to the College in writing by the Union from earned wages of employees who are members of the Union and financial core members, providing those employees individually authorize such deductions in writing to the College.

The College agrees to deduct monthly and remit to the Treasurer of the Union, deductions from wages earned by the employee, in the amount authorized by the member(s) of the Union in writing, for contribution to COPE. Changes in or cessation of contributions by employees through payroll deduction will be made only at the beginning of the calendar year.

Each calendar quarter the College will provide to the Union an encrypted electronic file with the name, business address, Dartmouth email address, position, grade, hourly wage, date of employment and seniority date for each member of the bargaining unit as of the date of the report and a report of the non-terminated SEIU members who are not having dues deducted. The College and the Union will work together to develop a periodic report of employees in bargaining unit positions whose probationary periods are ending in order to allow the Union the opportunity to obtain authorization for dues deductions from the employees.

ARTICLE IV

Management Rights

Except as there is contained in this Agreement an express provision which specifically relinquishes or limits the rights or discretion of the College, all rights, functions and prerogatives of management formerly exercised or exercisable by the College remain vested exclusively in the College including, but not limited to, the management of the College, the right to subcontract work, the right to determine the hours, schedules and

assignment of work and work tasks, to require reasonable standards of performance and the maintenance of order and efficiency of employees, the right to hire, suspend, transfer, promote and demote, and to discharge or otherwise discipline employees, the right to lay off employees for lack of work or for other legitimate reasons, the right at its discretion, to employ students without reference to this Agreement and the right to establish and enforce all reasonable rules relating to operation, safety measures and other matters.

The College agrees that, in exercising its right to subcontract work, an employee will not be laid off for lack of work during the period in which the work of their particular position is being done by a subcontractor, providing the employee is qualified, able and willing to do the work being subcontracted.

The parties agree that employees have a reasonable right and expectation of privacy and that the College has the right to electronically monitor the location of College vehicles and other equipment in order to promote operational efficiencies and protect the safety of College employees and College equipment. The College agrees that it will provide written notice to the Union when location monitoring equipment is activated on College equipment. The College agrees that the records created by that equipment will not be reviewed to find mistakes or misconduct by employees. If a review of the records related to the promotion of operational efficiencies reveals that an employee is not following standard procedures or directions given to the employee, the College may share that information with the employee in order to resolve the situation but may not, in the first instance, issue discipline. The records developed by the monitoring equipment will not be reviewed solely to identify circumstances where discipline is appropriate, however, the records may be used to corroborate or verify information about employee conduct that is received by the College. Records may only be used to corroborate or verify information for up to one (1) year from the date they are collected. The College agrees that it will notify the Union if a review of such records indicates that discipline may be appropriate before contacting the employee, unless doing so would interfere with the investigation.

ARTICLE V

Discipline and Discharge

The right to discharge, suspend or otherwise discipline an employee shall continue to be vested in the College, provided, however, that such action shall not be taken without just cause. The failure of a Department of Safety and Security employee to maintain a criminal record satisfactory to the College may constitute just cause for discharge.

If an employee is discharged, suspended or otherwise disciplined and the employee believes they have been dealt with unjustly, the question whether the action was for just cause shall constitute a grievance and shall be settled in accordance with the grievance and arbitration provision outlined elsewhere in this Agreement. The time constraints for filing a grievance concerning suspension or other discipline will correspond with the times specified in Article XXVI. However, for cases involving discharge, the time allowed for filing the initial grievance shall be expanded to fifteen (15) calendar days from the time that the employee was notified of such discharge and the grievance may be initiated at the Fourth Step. Failure to file a written grievance within these time frames shall be

conclusively deemed to be corrective action issued for just cause. However, the College may discharge an employee for failure to satisfy mandated and regularly required training for a period of six (6) months from the date of hire.

Any warnings, counseling or documentation of disciplinary action will not be used for disciplinary purposes after one (1) year from the date they are issued, except as otherwise indicated herein.

Effective January 1, 2023, where an employee receives a disciplinary penalty of a sustained or unchallenged suspension of six (6) days or greater, the College may utilize the suspension for purposes of progressive discipline for the same or similar offense for a period of three (3) years from the date of the misconduct (or the date of the last example of such misconduct).

Where the College alleges that an employee has abused the use of leave, the College may offer evidence at a hearing of a pattern of abuse for no more than three years.

ARTICLE V (a) **Health and Safety**

The College will continue its efforts to maintain a safe and healthy work environment by complying with all applicable federal and state health safety laws and regulations for the protection of the health and safety of College employees. Safety being a shared concern, the parties agree to form the DOSS Labor - Management Safety Committee. The Union President and DOSS will each appoint an equal number of members (not exceeding two) to serve on this Committee which will meet once a month on the first Tuesday, or an otherwise mutually agreeable day, for the first year of this agreement and by mutual agreement thereafter, but no less than on a quarterly basis.

The parties further agree to actively participate in the Health and Safety Committee by holding regular meetings, making inspections, reviewing suggestions and complaints, attending safety programs and setting health and safety standards and rules to make Dartmouth College a safer place.

The Union will be notified in writing of all changes in the College's health and safety policies. It is understood that employees will comply with all safety rules established by the College or required by law and will report any accident or injury to their supervisors as soon as possible after it occurs. The College will also continue its aggressive accident prevention and health programs.

The Union President will select and identify members to serve on the DOSS departmental Health and Safety Committee. When Safety Committee meetings are held during an employee's regular working hours, the employee will suffer no loss of straight-time earnings for time spent in such meetings.

Employees are encouraged to report health and safety concerns to their immediate

supervisors and Union officers. While the parties recognize some level of danger associated with the normal duties of employees who work in the DOSS, the parties recognize and agree to the principle that no employee should be required to work in unsafe or dangerous conditions. Any employee who in good faith declines to perform an assignment for such safety reasons will not be subject to discharge or other discipline.

ARTICLE VI Strikes and Lockouts

The Union agrees that during the term of this Agreement there will be no strike, work stoppage, slowdown or other interruption of operations of any kind. The College agrees that during the term of this Agreement there will be no lockout by the College. Employees participating in or encouraging any violation of this Article shall be subject to discipline up to and including discharge. Such discharge or other discipline shall be deemed for just cause and shall not be subject to the grievance and arbitration procedures, except as to the fact of such participation or encouragement.

ARTICLE VII Nondiscrimination

It is agreed by the parties that neither party shall discriminate against any employee because of sex, race, color, age, disability, creed, religion, national origin, sexual orientation, gender identity or expression, veteran's status, marital status, because of their membership or activities in the Union, or any other status protected by state or federal law. It is further agreed that the policies described in the Dartmouth College Affirmative Action Plan will apply to all employees covered by this Agreement.

It is understood that the parties share a common goal of establishing and maintaining a work environment free from sexual harassment. Sexual harassment is deemed by the College to be a form of sex discrimination, therefore any sexual harassment of employees or students will constitute a violation of the College's non-discrimination policy.

ARTICLE VIII Hours of Work, Overtime and Premium Rates

This article is intended to set forth provisions for calculating payment for overtime hours; it shall not be construed as a guarantee of hours of work per day or per week or as a limitation on the right of the College to require reasonable amounts of overtime work. When the need for overtime work arises, the supervisor will notify the employees affected as far in advance as possible.

Notwithstanding the foregoing, the College agrees that it will provide a minimum of 48 weeks of work, which includes the paid winter break, to each bargaining unit member, excluding bargaining unit members in nine month positions. The College will schedule the 48 weeks. Bargaining unit members may use paid time off during the 48 weeks consistent with the contract. Bargaining unit members may use paid time off outside of the 48 weeks of work.

The regular work week for full time bargaining unit employees is 40 hours a week as scheduled by the College pursuant to this Agreement excluding vacation time, personal time, holidays and other paid or excused time off as provided in this Agreement.

The College will allow all employees to bid for a shift when a permanent opening in that shift occurs and where the College has decided to fill the shift opening.

Determination of daily and weekly work schedules shall be made by the College and such schedules may be changed by the College when necessary to maintain adequate staffing levels or because of other operational requirements.

Except in cases where schedule changes are made because of employee absence, emergency or unforeseen workload beyond the control of the department, the supervisor will give the employee 48 hours prior notice of a change in schedule. It is understood and agreed that the College will use its best efforts to minimize schedule or shift changes and will not arbitrarily change hours of work.

Due to staffing needs, the Director or Director's designee may ask an officer or dispatcher to begin their regularly-scheduled shift earlier. In such cases, the Director or designee will first seek volunteers to come in earlier from those who are scheduled to work the shift in question. If there are no volunteers, the Director may require the least senior officer or dispatcher, on a rotating basis, to report earlier for their shift.

In the event that a supervisor, with less than two weeks' notice, asks an employee to come to work earlier than the start of their shift, the supervisor may only reduce the employee's regular shift that day by mutual agreement.

Unless an employee is notified otherwise, a standard work and pay week shall begin on Sunday at 12:00 am and end the following Saturday at 11:59 pm. Employees whose scheduled work week starts other than Monday day shift, the pay week will begin on Sunday at 12:00 am (Saturday 3rd shift) and end at midnight Saturday (Saturday 2nd shift).

Time and one-half at the regular rate of pay shall be paid for all work in excess of ten hours in any one work day or in excess of forty hours in any one work week, whichever computation is the greater, but an employee shall not be entitled to both weekly and daily overtime pay and except that on a transfer of an employee to another shift they may be paid for up to twenty (20) hours straight-time provided they are permitted not less than ten (10) hours break between the two shifts. For the purpose of computing overtime, paid vacation under Article X, paid holidays under Article IX, paid personal leave under Article XII, bereavement pay under Article XIII, paid sick leave under Article XI, and Article XXIV, paragraph 3, shall be counted as time worked in any given work week.

Employees whose regular shift assignments as of July 1, 2017 includes work for any period of time on Sunday will be paid a differential of an additional two (2) hours at time and one-half regardless of the actual number of hours worked on Sunday, for as long as they remain

in that specific assigned shift. As of July 1, 2017, any shift assignment created or filled (as a previously assigned shift assignments becomes vacant) will receive a differential for Sunday pay as follows: Employees whose regular shift assignment results in them working half or more of their ten (10) hours shift on Sunday will receive an additional two (2) hours at time and one-half. When a Holiday falls on a Sunday, the employee will be paid the Holiday premium, the straight time, but not the extra 2 hours at time and one half.

If members of the bargaining unit are directed to report to work as “essential services” when the College is closed due to an emergency, the employees will be paid one and one-half times their regular rate of pay for the hours worked while the College is closed.

In no event shall anything contained in this Agreement require the duplication or combining of overtime or premium rates of pay and when the particular work falls within two or more overtime or other premium classifications, either under this Agreement or as a matter of law, only the highest applicable single overtime or other premium rate shall be paid.

Management will attempt to make bargaining unit members aware of opportunities for overtime work in a manner that allows bargaining unit members the opportunity for an equal amount of overtime on a yearly basis. A copy of all electronic mail requests for overtime shall be sent simultaneously to employees who qualify for the work. The College agrees that it will provide the Union with thirty (30) days written notice to any changes in the manner in which employees have access to overtime and will bargain the changes before implementation. If the parties cannot reach agreement, the College may implement the changes subject to reversion by an arbitrator for violating this article. The parties agree that an equitable access to overtime is the intent of the parties.

Overtime records will be made available, upon request, to the Union president, vice president, recording secretary, treasurer, chief steward or shop steward.

Flexible Scheduling: The College and the Union agree that for a variety of reasons it may be appropriate for individual employees or individual positions to work on a flexible schedule that varies from a regular work schedule. As such, with the written agreement of the Union and the employee(s) involved, the College may adjust the number of hours in a work day and the number of days per week while maintaining the normal number of hours worked per week. (For example, a 40 hour per week employee could be assigned to work 10 hours per day for four days rather than 8 hours per day for five days.) Once the Union and the employee(s) consent to the adjustment, they may not withdraw that consent without thirty (30) days written notice. Unless otherwise agreed to by the Union and the employee(s), the College will provide thirty (30) days written notice of the intention to adjust a work schedule consistent with this paragraph.

If an employee works a flexible schedule, all paid time off benefits, including vacation, personal leave and bereavement pay, will be adjusted to provide benefits that equal the number of hours worked rather than the number of days worked for the time that the employee is working on the flexible schedule. If an employee works a flexible schedule, the employee will be eligible for overtime after working normally scheduled hours on any given day. The intent of the parties is not to decrease or increase benefits, but rather to

maintain the contractual integrity.

The College and the Union agree that enrollment in a degree or certificate granting program, including a vocational program may be an appropriate reason for a flexible schedule and that requests for a flexible schedule to do so will not be unreasonably denied.

An employee may request to flex their regular scheduled hours when they work during non-scheduled hours in a given work week. Such requests will not be unreasonably denied. If granted, the request does not create an obligation to pay overtime. This language does not conflict with the College's right to change an employee's schedule as provided for under the Agreement.

ARTICLE IX Holidays

The following days shall be paid holidays for employees who meet the eligibility requirements set forth below:

- New Year's Day
- Independence Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day before or after Christmas

If, during the term of this Agreement the College declares Martin Luther King's Birthday or Civil Rights Day as an additional paid holiday, such holiday will be granted to the Union.

In order to be eligible for said holiday pay an employee must have been in the employ of the College for a period of at least three (3) months prior to the holiday. Employees who have not actively worked for the College within the thirty (30) days immediately prior to the holiday because of sickness, leave of absence, layoff or for any other reasons, shall not be entitled to holiday pay, except that employees who receive paid sick leave under Article XI, paid vacation under Article X or workers' compensation payments within the said thirty (30) day period will be entitled to holiday pay.

Employees who are serving a probationary period or an extension thereof shall not be entitled to holiday pay.

An eligible employee shall receive ten (10) hours' pay at their regular straight-time hourly rate (plus shift premium), even though no work is performed, for each of the days observed as the above holidays, whether or not said holidays are observed on days which would otherwise be normal working days.

The College will post a notice thirty (30) days in advance of the holiday designating the day on which the holiday will be observed.

If any of the above paid holidays is observed within an eligible employee's paid vacation period, such employee shall be entitled to either holiday pay as well as vacation pay, or an

extra day's vacation, as the College may determine in each case.

If an employee is required to work on any of the days observed as the above holidays they shall be paid, in addition to their holiday pay (if they are entitled thereto) two times their regular straight-time hourly rate for the first eight hours worked on such day and straight time for the next two hours.

For purposes of this Article a holiday shall commence at 12:00 a.m. on the day on which the holiday is observed and shall end twenty-four hours thereafter, except that in the case of any employee whose then regularly scheduled daily hours of work fall partly within and partly without such twenty-four hour period the holiday shall be the twenty-four hour period beginning with the commencement of the work period during which the majority of their scheduled hours fall between 12:00 a.m. on the day on which the holiday is observed and twenty-four hours thereafter.

ARTICLE X Vacations

Vacations with pay shall be granted to employees in accordance with the following schedule of benefits and subject to qualifying requirements set forth hereinafter:

Those employees whose length of continuous service is at least three (3) months on July 1st of the year in which vacation is paid will be eligible for a paid vacation in accordance with the following schedule.

Continuous Service as of July 1 of the Year in Which Vacation is Paid:	Eligible For Paid Vacation of
Three (3) months to one (1) year	Eight hours a month up to eighty work hours
One (1) year but less than five (5) years	Eighty hours
Five (5) years but less than twelve (12) years	One hundred twenty hours
Twelve (12) years but less than twenty (20) years	One hundred sixty hours
Twenty (20) years or over	Two hundred hours

Annual allowance credits for vacation are made at the beginning of each fiscal year on the first day of the biweekly pay period that includes July 1. Credits will occur on June 20, 2021, June 19, 2022 and June 18, 2023.

Any unused vacation must be taken prior to these dates. However, when department operations or some other significant circumstance precludes an employee from using their vacation time during a particular year, an employee may request a carry over of up to five (5) days into the following fiscal year. The five days carry over are additional vacation

days on top of any other regular vacation days accrued by the employee.

During the year in which an employee completes five, twelve, or twenty years of service, additional vacation will be granted on a pro-rated basis depending upon the month in which the employee was hired.

Anniversary Month:	Additional Vacation Eligibility:
July - September	40 hours
October	36 hours
November	32 hours
December	28 hours
January	24 hours
February	20 hours
March	16 hours
April	12 hours
May	8 hours
June	4 hours

In order to be eligible to receive any vacation pay an employee, otherwise qualified, must have performed work for and received pay from the College or workers' compensation payments during sixteen (16) bi-weekly pay periods in the twelve (12) months next prior to July 1 of the year in which vacation is paid, except that an employee, otherwise qualified, must have performed work for and received pay from the College or workers' compensation payments during eight (8) bi-weekly pay periods in the six (6) months next prior to July 1 of the year in which vacation is paid to be eligible to receive one (1) week's vacation pay.

All vacation schedules are at the convenience of the Department concerned, and are subject to the approval of the Department head. However, to the extent employees make written application to the College for specific vacation time on or before July 1 in any year, the College, consistent with efficient operation of the Department involved, will give consideration to the desires of employees within any occupational group as to time of vacation and preference in choice of vacation times based on their relative occupational seniority.

Vacation may be taken one hour at a time (but not less) with advance notice to and approval by the employee's supervisor.

Vacation pay hereunder for each week shall be forty (40) times the particular employee's regular straight-time hourly rate (plus shift premium) in effect at the time of the commencement of their vacation except that vacation pay for part-time employees shall be pro-rated on the basis of the average number of straight-time hours worked per week.

Employees shall receive the vacation pay to which they are entitled on or before the pay day prior to their full vacation provided they request payment in writing on a form provided by the College by the Monday prior to the pay day preceding vacation.

Employees terminating their employment with the College prior to the qualifying date of July 1, who are otherwise qualified, will be paid vacation pay on a pro-rated basis of 1/12 of the vacation pay for which they are then eligible for each full month worked since the previous July 1 subject to compliance with the following conditions:

- (a) Resignation of the employee with two weeks written notice to the College;
- (b) Permanent layoff (but under no circumstances discharge for dishonesty or stealing);
- (c) Retirement of employee;
- (d) There shall be no vacation pay for any employment of less than three months.

ARTICLE XI
Sick, Disability and Maternity Benefits

The College provides protection to regular employees against loss of income under the Personal Leave, Short Term Disability and Long Term Disability programs. Temporary and probationary employees are not eligible for such benefits.

Short Term Disability Benefits

Regular DOSS employees are eligible for Short Term Disability Benefits beginning on the fifth consecutive work day of absence due to disability resulting from illness, injury or childbearing.

Duration of Benefits. The maximum duration of benefits for any one disability is as follows based on the employee's continuous years of service as of the last day worked prior to the disability:

Years of Service:	Maximum Number of Weeks of Benefits:
90 days - 1 year	2 weeks
1-2 years	6 weeks
2+ years	26 weeks

Determinations regarding eligible disabilities and disability periods will be determined pursuant to the Dartmouth College Short Term Disability plan in effect at the time.

Amount of Benefit Payment. The first eight weeks of short term disability benefits will be paid at 100% of the employee's straight-time rate of pay in effect when the payment is made. The ninth through the twenty-sixth week will be at 60% of pay. Benefits for regular part-time employees will be based on their normal part-time wages. These benefits include

any payments made under Worker's Compensation.

Employees who normally receive a shift differential will have their short term disability benefit calculated based upon their straight time rate of pay including shift differential.

Reinstatement to Position. Under normal circumstances, employees will be entitled to reinstatement to their former position without loss of seniority or benefits upon return from a disability leave of not more than three months or the period of short-term disability benefits, whichever is greater. Reinstatement following a longer disability will be at the discretion of the department head and consistent with the best interest of the College. Under certain circumstances it may be impossible to reinstate an employee following a disability leave. These situations arise in cases of chronic or repeated illness when it is necessary to replace the disabled employee permanently, or in cases when the employee's position is eliminated, due to lack of work or funds.

Application Procedure and Evidence of Disability. Eligible employees who have been absent from work for medical reasons for four consecutive days may apply for short-term disability income payments to begin on the fifth consecutive workday of absence consistent with the procedures in place at the time of the absence.

For the period just prior to the effective date of the Short Term Disability application, employees must use vacation pay or personal time if it is available. Unpaid time may not be used for the period if the employee has personal or vacation time available.

The determination of an employee's eligibility for Short Term Disability benefits and the payment of benefits before and after an application for benefits is approved will be made consistent with the existing Short Term Disability Plan. An applicant may appeal a denial of Short Term Disability benefits pursuant to appeal procedures set forth in the Dartmouth College Short Term Disability Plan.

Long Term Disability Benefits

For regular employees who are scheduled to work at least 20 hours per week and who have at least three years of continuous service on the date the disability began, the plan provides the following benefits which begin on the first of the month following six consecutive months of total disability and continue during such disability until normal retirement age (65) or such longer time as is provided in the LTD plan; provided that the requirement for 6 consecutive months of total disability is deemed satisfied if the employee has six months of total disability caused by the same medical condition during the 12 month period.

A monthly income benefit, including any income benefits from Social Security for the employee and Worker's Compensation, of 50% of 1/12 of the employee's basic annual salary as of the date they last worked prior to the disability, but not to exceed \$3,000 monthly. Employees may purchase additional coverage up to 70%, during the benefit selection process subject to the limits of Dartmouth policy. Dartmouth agrees that during the enrollment period for 2018, bargaining unit members may purchase coverage up to the 70% level even if they have not previously purchased additional coverage.

Retirement benefits shall continue at the same rate that was in effect at the time disability began for the duration of the disability or to age 65, if earlier.

Employees who are denied LTD benefits may appeal the denial pursuant to the procedure set forth in the Dartmouth College Long Term Disability Plan. Employees who are receiving LTD are expected to comply with obligations set forth under the Dartmouth College Long Term Disability Plan related to Social Security Benefits.

ARTICLE XII
Personal Leave

Employees, other than probationary employees, will be allowed eighty-eight (88) hours of personal leave with pay at their regular straight-time hourly rate (plus shift premium) during each fiscal year for use for illness and personal business, etc. Personal leave for new employees will be pro-rated as follows:

If Employed In The Period:	Personal Leave Allowed Between Date of Employment and Following June 30:
July 1 - September 30	80 hours
October 1 - December 31	64 hours
January 1 - March 31	40 hours
April 1 - June 30	16 hours

Annual credits will be made at the beginning of each fiscal year on the first day of the biweekly pay period that includes July 1. Credits will occur on June 20, 2021, June 19, 2022, and June 18, 2023, respectively.

Normally employees must request personal leave from their supervisor no less than 48 hours in advance of the date requested and no less than 72 hours in advance if the personal leave is being used in conjunction with the employee's days off, it being understood that whenever possible, employees will give more notice so that normal operations will not be affected, work schedules can be adjusted and other employees not inconvenienced. However, personal leave may be used for illness or other emergency situations which are beyond the employee's control if it can be demonstrated that the nature of the illness or emergency prevented the employee from requesting the leave in advance. Unless it is impossible, even in illness and emergency situations, the employee is expected to notify the supervisor in advance of the employee's scheduled starting time so that coverage arrangements can be made.

As set forth in the prior paragraph, personal leave may be taken in increments of one hour or more. Personal leave unused at the end of each fiscal year will be added to the current personal leave balance so long as the total accumulation available to an employee at any one time does not exceed 128 hours. However, if at that time, the employee has accumulated more than 128 personal hours, then up to a maximum of forty (40) hours of personal leave will be paid out to the employee at straight time, leaving a total accumulation of 128

hours. When a request for personal leave is approved, the time taken will be charged to the employee's personal leave balance, if any. It is understood that a request for unpaid leave will not be considered unless and until an employee has used all of the employee's personal leave, with the exception of Article XXIV, section 2.

If due to a shortage of personnel or any other reason involving job requirements the College is unable to grant personal leave at the time requested, another day shall be substituted on a mutually agreeable basis, it being understood that approval of a request for personal leave shall not be unreasonably withheld.

To claim pay for a personal day caused by sickness or emergency, an employee must call in or otherwise notify a supervisor at the beginning of their workday on the first workday of the illness or emergency, and providing the date the employee will return to work. Failure to so inform the supervisor as to the duration and reason for absence may result in the denial of paid personal time. In cases where an employee has exhausted all their personal leave before the end of the year or in the judgment of the College is suspected of abusing the personal leave provisions of this Agreement, the College has the right to request a doctor's certificate or other documentation for absences which occur after the matter has been brought to the employee's attention in a counseling session with a Union officer or steward present. Attendance records shall be made available to the Union officer or steward prior to the counseling session.

ARTICLE XIII Bereavement Pay

An employee whose length of continuous service is ninety (90) calendar days or more shall be compensated for time lost from scheduled work hours as follows:

- (a) For up to five (5) days for the death of a member of the employee's immediate family to attend to the funeral and related matters surrounding the death. Immediate family is defined as an employee's child, spouse or domestic partner, parent or guardian, sibling, grandparent or grandchild, stepparent/child/sibling relations and current parent or grandparent-in-law, brother or sister-in-law and son or daughter-in-law;
- (b) For one (1) day in the event of the death of an aunt, uncle, niece or nephew;
- (c) For up to one (1) day for serving as a pall bearer at a funeral.

Pay for the time lost shall be granted only for those hours of absence, not in excess of ten (10) hours per day, for which the employee would otherwise have been scheduled to work and, when granted, shall be paid at the employee's regular straight-time rate (plus shift premium).

If a death in the family occurs while the employee is absent on vacation with pay, absence because of death in the family shall be in addition to and not part of said vacation with pay. If an employee needs additional time off for this purpose, then upon request by the employee to the department head, the employee may, in the discretion of the department head, be allowed up to a maximum of one (1) week (except in unusual and exceptional

circumstances when a longer time may be allowed without pay for such additional time off). The employee may request that their department head recommend to the College that this additional time off be charged against their vacation time.

Reasonable verification of death and relationship shall be furnished to the College when requested.

ARTICLE XIV Call-Back and Call-In Pay

1. An employee who is notified that they are expected to report to work two hours or less before the employee's regular starting time shall be guaranteed a minimum of two (2) hour's work or pay at the employee's regular hourly rate (with overtime if those hours would have been overtime if worked).

2. If an employee is on College premises and is requested by a supervisor to start work before the employee's regular starting time, that employee will be paid at the applicable overtime rate for such time actually worked.

3. Any employee who is notified prior to leaving the premises that they are expected to come back to work or are expected to report for work at a time when they are not normally scheduled to work shall be guaranteed a minimum of two (2) hour's work or pay at their regular hourly rate (with overtime if those hours would have been overtime if worked).

4. Unless provided otherwise in paragraphs 1-3, any employee who is not notified prior to leaving the premises and is subsequently called back to work or is called in a time when they are not scheduled to work shall be guaranteed a minimum of four (4) hour's work or pay at their regular hourly rate (with overtime if those hours would have been overtime if worked).

5. Any employee who reports to work on their normally scheduled shift and is asked to leave work before the end of that shift and report back to work later in the day at a time not normally scheduled shall be guaranteed a minimum of three (3) hour's work or pay at their regular hourly rate (with overtime if those hours would have been overtime if worked) in addition to the hours worked on the unscheduled shift.

6. Any employee who is required to work beyond the normal hours of the scheduled shift shall be paid overtime for the time worked rounded up to the nearest half-hour.

7. If an employee is held over for more than four (4) hours, the employee will be provided with a meal break consistent with current practice (one-half hour paid time on "on-call" status, subject to recall.)

On-call pay will not be duplicated or combined with any other overtime or premium pay under this agreement and partial week on-call pay will be pro-rated. If they are actually called in to work while on-call, employees assigned to carry a pager under this section will be guaranteed a minimum of three (3) hours work or pay at the employee's regular hourly rate (with overtime if those hours would have been overtime if worked).

ARTICLE XV
Severance Pay

Employees who retire from the service of the College after age 55 with at least ten years of consecutive service who are entitled to a pension from Dartmouth, or employees who retire at any age because of disability who present proof to the College that they have met the requirements for disability payments under the Social Security Act and will receive such payments, shall be entitled to the following:

- (a) Two days (20 hours) pay at their regular hourly rate for each complete year of continuous service up to a maximum of ten (10) weeks (40 days) pay.
- (b) Pay for personal leave not used during the fiscal year (may not exceed 128 hours).

ARTICLE XVI
Civic Duties

Employees performing duties as shown below shall be paid by the College while they are on such duty an amount equal to their regular rate of pay (including shift premium):

- (a) Employees serving on jury duty or who are subpoenaed as a witness for the College; or employees subpoenaed in criminal cases or in civil cases involving property damage or personal injury, provided that the employee is not a party in the case, is not related to a party and has no direct or indirect interest in the outcome.
- (b) Employees who are bona fide members of a fire department responding to emergency calls as may be required of a member of a fire department;
- (c) Employees who are members of the Civil Air Patrol while engaged in search and rescue duty;
- (d) For the first 12 days of military service performed in the fiscal year, the employee will receive full Dartmouth pay. If an employee is on extended active duty, the College pays the difference between an employee's military and Dartmouth pay, if their Dartmouth pay is higher.
- (e) Employees shall be allowed paid time off as scheduling allows at the discretion of the supervisor for the purpose of donating blood during the quarterly Red Cross blood drawing at work or donating platelets at Dartmouth Hitchcock Medical Center. Such donations on paid time off will not exceed a combined maximum of four times per year for each employee donating blood or platelets.
- (f) To the extent published Dartmouth policies provide additional benefits for the performance of civic duties, these policies will apply to members of the bargaining unit.
- (g) The Dartmouth "Volunteer Time Off" policy, (<https://policies.dartmouth.edu/policy/volunteer-time>) will apply to members of the

bargaining unit. The decision to approve requests rests in the discretion of the College based on business and operational needs. Approval will not be unreasonably denied.

ARTICLE XVII
Life Insurance

The College will provide for Group Life Insurance equal to two and one-half times base annual pay for union employees who are regularly scheduled to work at least 20 hours weekly beginning after one year of service. The College agrees to make available dependent life insurance coverage for purchase by the employee for spouse (or domestic partner), and/or children. The amount of life insurance for spouse (or domestic partner) shall be \$25,000 and \$10,000 for each child.

The College further agrees for the life of this Agreement that with respect to the employees, there will be no reduction in present coverage and that the College will continue to assume the entire premium cost of the plan.

ARTICLE XVIII
Health and Dental Insurance Plans

The College will provide employees with a choice of medical plans, as well as a dental plan. New hires must enroll in benefits within 30 days of their date of hire. Beginning on the date of hire, the College will contribute toward the cost of the medical plan selected by each employee as set forth below. The College will make no contribution toward the cost of the dental plan.

The College will contribute towards the cost of medical insurance selected by the bargaining unit member based on the College's standard calculation formula. Employees can view the College and Employee contributions based on their annualized pay rate at https://www.dartmouth.edu/hrs/benefits/premium_cost/estimator/.

**Bi-Weekly College Contribution Formula 2021
(Dollar Allowance)**

Annual Salary	No Coverage	Employee Only Coverage	Employee plus Spouse Coverage	Employee plus Child(ren) Coverage	Family Coverage
\$20,999 and Under	\$0.00	\$415.40	\$896.39	\$692.66	\$1,222.35
\$21,000 to \$29,999	\$0.00	\$415.40 minus \$1.50 per \$1,000 over \$20,000	\$896.39 minus \$6.62 per \$1,000 over \$20,000	\$692.66 minus \$5.11 per \$1,000 over \$20,000	\$1,222.35 minus \$9.03 per \$1,000 over \$20,000
\$30,000 to \$45,999	\$0.00	\$401.86 minus \$3.01 per \$1,000 over \$29,000	\$836.82 minus \$6.62 per \$1,000 over \$29,000	\$646.63 minus \$5.11 per \$1,000 over \$29,000	\$1,141.11 minus \$9.03 per \$1,000 over \$29,000
\$46,000 to \$60,999	\$0.00	\$353.72 minus \$2.58 per \$1,000 over \$45,000	\$730.92 minus \$5.67 per \$1,000 over \$45,000	\$564.80 minus \$4.38 per \$1,000 over \$45,000	\$996.70 minus \$7.74 per \$1,000 over \$45,000
\$61,000 to \$80,999	\$0.00	\$315.04 minus \$.43 per \$1,000 over \$60,000	\$645.82 minus \$.95 per \$1,000 over \$60,000	\$499.04 minus \$.73 per \$1,000 over \$60,000	\$880.66 minus \$1.29 per \$1,000 over \$60,000
\$81,000 to \$125,999	\$0.00	\$306.44 minus \$.39 per \$1,000 over \$80,000	\$626.91 minus \$.85 per \$1,000 over \$80,000	\$484.42 minus \$.66 per \$1,000 over \$80,000	\$854.87 minus \$1.16 per \$1,000 over \$80,000
\$126,000 to \$199,999	\$0.00	\$289.04 minus \$.43 per \$1,000 over \$125,000	\$588.61 minus \$.95 per \$1,000 over \$125,000	\$454.83 minus \$.73 per \$1,000 over \$125,000	\$802.65 minus \$1.29 per \$1,000 over \$125,000
\$200,000 or More	\$0.00	\$257.23	\$518.64	\$400.76	\$707.23

These amounts may increase or decrease based on the standard calculation used by the College.

The College contribution towards the cost of health insurance will be based on an employee's annual salary and FTE status. The College will contribute the same amount towards the cost of health insurance for bargaining unit members as it does for employees outside of the bargaining unit. The College will pro-rate its contributions for regular part-time employees. An employee must work at least (20 hours weekly and for 9 months yearly) to be eligible to enroll in the health insurance program. If married Dartmouth College employees are electing two-person or family coverage, either employee may choose the medical insurance.

Employees may change their medical and dental plan elections during the College's regular open enrollment period. To make changes to the medical or dental plan other than at open enrollment, an employee must have a qualified change in status event (e.g., marriage, divorce, birth, adoption, death, loss or gain of employment by the employee's spouse, or loss of medical coverage due to the spouse's employer terminating its medical plan.) The employee must make the changes using Dartmouth's online benefits system within 31 days

of the qualifying event or will be unable to make changes. The change in coverage will be effective on the first day of the month following completion of the online process.

The medical plans in effect at the time of this agreement are hereby incorporated into the agreement by reference. However, the College may, at its discretion, change the plans.

Bargaining unit employees are eligible to participate in the Dependent Care Flexible Spending Accounts offered by the College, subject to the Internal Revenue Service regulations and College policies. On or about January 1 of each year, the College will make one employer contribution to either a Health Care Flexible Spending Account (“FSA”), Health Reimbursement Account (“HRA”) or Health Savings Account (“HSA”) based on the bargaining unit employees medical plan election or waiver of medical coverage. For calendar years following July 1, 2017, the College contributes \$500 to the HRA or HSA of an employee enrolled in the individual plan and \$1,000 to the HRA or HSA of an employee who enrolls in the family plan. The HRA or HSA contribution will be based on the terms of the plan in effect at that time. Bargaining unit employees who waive medical coverage or elect a medical plan without an accompanying HRA or HSA, will receive a \$250 contribution from the College into their FSA pursuant to Internal Revenue Service regulations and College policy and do not receive an employer contribution to an HRA or HSA. Dartmouth College does not contribute to the Dependent Care Flexible Spending Accounts. If, during the term of this agreement, Dartmouth begins contributing to the Dependent Care Flexible Spending Account, the Union and the College will meet and confer to discuss contributions for bargaining unit members.

Any changes to these contributions during the course of this agreement will be by mutual agreement. The College deposits a pro-rated amount for part-time employees and for employees who start working for the College after January 1.

Dartmouth will make AFLAC plans available to members of the bargaining unit at the member’s expense, paid on an “after tax” basis through payroll deduction, to the extent allowed by law. In the event a bargaining unit member advises Dartmouth that they wish to enroll in an AFLAC plan that is not currently offered, the Union and Dartmouth will meet to discuss the administrative cost of adding such a plan and determine when and if the additional plan should be made available. The Union agrees that Dartmouth does not endorse AFLAC or any other supplemental benefit provider and does not monitor the products offered or the services provided.

ARTICLE XIX

Pensions

Bargaining unit employees participating in the Defined Benefit Retirement Plan as of October 25, 2002, shall remain in that plan during the course of their employment with the College, as long as there is no break in service. Employees who were not participating in the Defined Benefit Retirement Plan and new employees hired after October 25, 2002, are not eligible to participate in the Defined Benefit Retirement Plan.

Bargaining unit employees hired after October 25, 2002, may participate in two retirement plans as follows:

1. The Defined Contribution Retirement Plan, and
2. The Supplemental Retirement Account.

Employees who participate in the Defined Contribution Plan may make changes in their holdings at any time.

Employees are also eligible to participate in the Supplemental Retirement Account (SRA) on a voluntary basis. Participation can be on a salary deduction basis or a tax-deferred salary reduction arrangement. The College does not make contributions to the Supplemental Retirement Accounts.

Employees may obtain Summary Plan descriptions for these plans from the Dartmouth College Human Resources Office.

ARTICLE XX
Leaves of Absence

1. Introduction

A leave of absence is an authorized absence, without pay, in excess of thirty (30) consecutive days. Leaves of absence are granted by the College to protect employment and certain benefits rights. An employee must be a permanent employee with at least three (3) months of continuous service to be eligible for an approved leave of absence.

Employees who wish to retain re-employment and benefits rights must request a leave of absence if the period of absence is to extend beyond thirty (30) consecutive calendar days after the cessation of any payments made through regular payroll procedures for sick leave, personal leave, vacation, etc.

The combined total of all types of leaves of absence taken concurrently may not exceed the period of time equal to the employee's continuous length of service up to a maximum of one (1) year.

Leaves of absence must be requested in writing in advance of the leave and require the written approval of the immediate supervisor or the department head and the Director of Employee and Labor Relations. Employees may elect to have their payroll checks mailed to their home address upon appropriate notice to Human Resources. Employees may also elect to have other information about pay or benefits mailed to their home address by appropriate notice to Human Resources.

2. Types of Leaves of Absence

Types of leaves of absence which may be granted permanent employees at the discretion of the College are sick leave, personal leave and maternity leave. Military leaves and Family and Medical leaves are governed by law.

(a) Sick Leave of Absence

Satisfactory medical evidence that an employee is unable to perform their job must accompany an application for a sick leave of absence. Such leave will be granted for a period of six (6) months or less at a time. An initial sick leave of absence may be extended for a period of time equal to the employee's length of continuous service up to a maximum of one (1) year for the total leave of absence including extensions.

(b) Personal Leave of Absence

A leave of absence for compelling personal reasons may be granted if, in the opinion of the supervisor, staffing and workload permit. Normally a personal leave will not be granted for a period exceeding three (3) months. In exceptional cases and subject to the approval of the department head and the Director of Employee and Labor Relations, a personal leave may be extended

for a period of time equal to the employee's length of continuous service up to a maximum of one (1) year for the total leave of absence including extensions.

(c) Maternity Leave of Absence

A pregnant employee may continue her employment so long as the safety and health of the mother or child are not adversely affected. A physician's statement to that effect may be required.

A pregnant employee may take a leave of absence. The maternity leave should be for a reasonable period of time which normally should not exceed (6) months. An extension of this time must be requested one (1) month prior to the original date of return from maternity leave and must be approved by the department head and the Director of Employee and Labor Relations. The total leave including extensions may not exceed the period of time equal to the employee's continuous length of service up to a maximum of one (1) year.

(d) Parental Leave of Absence

Bargaining unit members will be entitled to the same Parental Leave of Absence as other College employees. The current policy, which is subject to change, provides as follows: "Birth mothers are entitled to two additional weeks of paid leave, totaling eight weeks of paid leave time (when added to the six weeks of paid maternity leave through the short term disability program). Employees (non-faculty, non-union,) who are spouses, partners, and adoptive parents are also eligible for two weeks of paid parental leave. The two-week paid leave may be taken immediately following birth or adoption or at any time during the first year of becoming a parent. Leave time can be taken all at once, intermittently, or incrementally (e.g., mother easing back into work on a part-time basis), with prior approval from the supervisor. In order to be eligible for paid parental leave, the employee must be employed at the College at the time of the birth or adoption.

3. Coverage of Benefit Plans During Leave of Absence

An employee who is a member of the health plan, dental plan or the Group Life Insurance Plan, may remain a member of any or all of such plans during a leave of absence, provided payment is made at the time requested to cover the cost of the desired benefits. A leave of absence is counted as time worked when determining eligibility for vested rights under the retirement plan.

4. Reinstatement Following Leave of Absence

Normally an employee returning from a leave of absence will be returned to their former position if the vacancy still exists. If the former position has been filled or abolished the employee may be reinstated in a comparable position.

It is the responsibility of the employee to notify the department head and the Director of Employee and Labor Relations one (1) month prior to the anticipated date of return.

5. Failure To Return From Leave of Absence or To Obtain Extension

Failure to return to work upon the scheduled expiration of an approved leave of absence or to obtain an extension will be considered as a voluntary termination of employment. Any employee rehired by the College after a leave of absence has expired will be treated as a new employee. All prior seniority, rights and benefits will be lost.

6. Accepting Other Employment During Leave of Absence

Accepting employment with another employer while on leave of absence will terminate the leave of absence and will be considered as a voluntary termination of employment. All prior seniority, rights and benefits will be terminated.

7. Family and Medical Leave of Absence

An eligible employee shall be entitled to a combination of paid and unpaid leave for up to twelve (12) work weeks of leave during a twelve (12) month period for one or more of the following:

- a) Because of the birth of a son or daughter and in order to care for such child within the first twelve (12) months after birth;
- b) Because of the placement of a son or daughter with the employee for adoption or foster care within the first twelve (12) months of placement as documented by paperwork confirming the placement for adoption/foster care;
- c) In order to care for the spouse, same sex domestic partner identified to Dartmouth in an affidavit submitted via the FlexOnline benefit enrollment system, son, daughter, or parent of the employee, if such spouse, same sex domestic partner, son, daughter or parent has a serious health condition as documented by an authorized health care provider and the employee must provide the care required;
- d) Because of a serious health condition that makes the employee unable to perform the functions of their position as documented by an authorized health care provider and having exhausted all other forms of paid leave.
- e) Because of “Military of Family Leave Entitlements” as defined by federal law.

Family and Medical Leave Eligibility:

To be eligible for an approved unpaid Family and Medical Leave of Absence as defined above, with benefits continuation, an employee must be a regular, benefit eligible employee with over twelve (12) months of service and having worked at least 1,250 hours in the preceding twelve (12) months.

Benefit Coverage:

Before departing on an unpaid Family and Medical leave of absence from the College, an employee should complete a Leave of Absence request form and a Leave of Absence Benefits form to advise the Benefits Section of which benefits, if any, to continue during the leave.

An employee who takes an unpaid Family and Medical Leave of absence may maintain coverage under the group health plan (i.e. medical, dental insurances) for the duration of the leave (limited to a combined maximum of twelve weeks for paid and unpaid leave) at the same level and under the same conditions coverage would have been provided if the employee had continued in employment. During the period of the leave both the College and the employee must make their required contributions to the plan at the same rates and in the same amounts as if the employee were continuously at work. In order to continue the benefits which are selected, the employee must pay their portion of the premium. At the end of the twelve week cost shared period as provided under the Family and Medical Leave, the employee may request an unpaid Personal Leave. The continuation of benefits, if any, will be governed under provisions of that policy.

Limitations of Family and Medical Leave Provisions:

- (a) When both spouses are employed by Dartmouth College, a Family and Medical Leave of up to twelve weeks will be provided to each spouse if they are taking leave due to the birth or adoption of a child or to care for a sick parent if scheduling within the applicable department allows.
- (b) An employee must use any paid vacation or personal days available before beginning an unpaid Family and Medical leave and the combined total for such paid and unpaid leaves, including vacation and personal days, will not exceed twelve weeks.
- (c) The combined amount of paid and/or unpaid Family and Medical Leave taken by an employee may not exceed a total of twelve weeks in any twelve month period whether taken all at once or on more than one occasion.
- (d) Consistent with applicable federal regulations, the College reserves the right to request a second opinion of the medical determination provided by the authorized health care provider. Such examination, if required, will be provided at no expense to the employee.

Reinstatement following Leave of Absence:

Following an unpaid Family or Medical Leave, but not longer than twelve weeks for the combined period of paid and unpaid leave of absence, an employee will be restored to the position vacated before the leave or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

ARTICLE XXI

Uniforms

The College will continue to provide uniforms or special work gear, where required by the College, as and to the extent now provided and maintained. Cold weather protective clothing, as determined by the College, will be made available at work for those employees whose job responsibilities require them to work primarily outdoors in the winter. Both the coveralls and cold weather gear are for work use only and will be stored at the College during non-working hours.

Safety and Security personnel are required to wear plain black uniform duty shoes or boots. Accordingly, the College will provide each employee with an annual stipend of \$275 in the first paycheck in September. Personnel actively involved in the Department's bike patrol program will receive an additional stipend of \$25 dollars per year for plain black uniform duty bike shoes approved by the department.

In the event that an employee's footwear no longer meets the safety or protective objectives for which it was designed due to normal wear and tear, the employee shall be responsible for replacing the footwear. In the event that footwear no longer meets the safety or protective objectives for which it was designed due to a specific event occurring at work that is other than normal wear and tear, the College will, at the discretion of the supervisor, which may not be unreasonably withheld, reimburse the employee up to \$125 for the replacement cost of footwear that the employee purchases.

Footwear provided as part of this program shall only be worn during working hours.

ARTICLE XXII

Bulletin Boards

The Union shall have the right to have official notices regarding Union business posted on bulletin boards designated for such purposes.

Such notices will be limited to notices of Union meetings, Union elections and the results thereof, Union appointments to office, and Union social, educational and recreational events. To be posted, notices must be reasonable in size, appropriate in content and approved in advance by the Union President. The Union President and College Director of Employee and Labor Relations will endeavor to resolve any questions which may arise under this Article prior to any issue being submitted to the grievance procedure.

ARTICLE XXIII

Rest Period

All employees will continue to receive a paid rest period of not more than fifteen (15) minutes during the first half of each regular working day. The starting time of such rest period will be at the discretion of the College.

ARTICLE XXIV
Labor-Management Committee and Other Union Representation

1. A Labor-Management Committee shall be established wherein representatives of Local 560 (not to exceed two (2) in number) and representatives of Dartmouth College shall meet quarterly or at the request of either party, whenever it seems advisable, to discuss pending or current problems involving the respective parties. Recommendations for the reclassification of positions and safety issues not resolved by departmental safety committees may be presented at these meetings by either party. Minutes of these meetings shall be kept as a guide for both parties.

2. Any member of the Union selected as an officer or delegate shall be allowed reasonable time off (subject to work requirements at the time of request) for the performance of such duties without loss of seniority rights, but the College shall not be required to pay such employees for such time off. Employees will submit requests to be absent from work in order to perform these duties seventy-two (72) hours in advance to allow the College the opportunity to reschedule other employees to cover absences if necessary.

3. Employees representing the Union in the discussion of grievances with representatives of the College or members of the Union Bargaining Committee (not more than three (3) in number) while in negotiations for a new basic collective bargaining agreement will be paid for reasonable time lost from work during such discussions or negotiations, provided such time lost shall be during the regular working hours of said employee or employees. The College reserves the right to hold such meetings outside of regular working hours. In addition, all employees on the Union Bargaining Committee will be entitled to reasonable pre and post meeting time to prepare and debrief the meeting. Such time shall not exceed one hour before and after each meeting. Time under this paragraph will be considered "time worked" for purposes of calculation of overtime for all negotiating team members. However, it will only be considered "time worked" for payment of actual wages for the designated eight (8) individuals.

ARTICLE XXV
Seniority

1. Definition of Seniority

Seniority shall be the length of continuous service computed from an employee's most recent date of hire.

A revised seniority list will be provided to the Union each quarter.

2. Probationary Employees

Newly hired employees or former employees rehired shall be regarded as probationary employees for a period of ninety (90) calendar days (absences for any reason of a workweek or longer shall not be counted toward accumulation of ninety (90) calendar days). The probationary period may be extended by mutual consent.

A temporary or seasonal employee who is hired directly from that temporary or seasonal status into a regular position in the same department and job classification in which they worked as a temporary or seasonal employee shall have the probationary period shortened or completely waived as appropriate by the time worked as a temporary or seasonal employee. The seniority rating of the employee whose probationary period is partially or fully waived shall be computed from the date of hire into the regular position.

During the probationary period the employee shall be entitled to no seniority ratings or rights and during such period shall be subject to discharge at any time by the College with or without cause. The decision of the College to discharge any employee during the probationary period shall not be questioned or subject to the grievance and arbitration provisions of this Agreement. If such newly hired or rehired employee is kept on after the expiration of said probationary period, their seniority rating shall be computed from the date of their most recent hiring.

3. Layoff and Recall

In the event of a layoff, that employee within the particular department and within the particular occupation affected, who has the least seniority as defined in Section 1, paragraph (a) above, will be laid off, provided the remaining employees in such department and occupation have the skill and ability to perform the required work of such occupation in a satisfactory manner without training or extra supervision.

If a job opening occurs in an occupation within a particular department from which one or more employees have been laid off pursuant to the foregoing provision of this Section, then such employee with the then greatest seniority shall be recalled to such job provided they have the skill and ability to perform the job efficiently without any training or extra supervision.

4. Loss of Seniority

For all purposes of this Agreement continuity of service with the College shall be deemed broken and all seniority status and rights lost and employment with the College terminated for any one of the following causes:

- (a) Voluntary quit;
- (b) Retirement;
- (c) Discharge for just cause;

(d) Failure to report to work after a layoff within three (3) working days after receipt of notification to return or within five (5) working days after the date of mailing by the College by such notification to the employee's last known address as it appears on the College's record unless such employee is unable to return to work because of personal illness and unless they shall have so informed the College during said five (5) working day period and unless they shall report to the College for work as soon as possible after receipt of the aforesaid notice from the College; employees who are working elsewhere at the time of receipt of notice of recall shall notify the College of their intentions to return to work within five (5) working days of the time such notice of recall is sent and shall return to work for the College within five (5) working days of the time such notice of recall is sent. All notices of recall shall be by certified mail with a copy to the Union.

(e) Failure to return to work immediately upon the expiration of an approved leave of absence.

(f) Absence without leave. If an employee is absent from work without prior leave from the College for a period of more than three (3) consecutive working days, they must notify the College or cause it to be notified before the expiration of said period of the reason for such absence; otherwise the College may, in its discretion, conclusively consider the employee as having quit voluntarily.

(g) Absence from work because of layoff, illness or any other reason for a continuous period in excess of the following: 1) Less than one (1) year's seniority at time of beginning of absence--length of such seniority. 2) One (1) year or more seniority at time of beginning of absence--one (1) year. Under extenuating circumstances the College reserves the right, at its discretion, to extend this period of time.

5. Transfer and Promotions

All job openings within the bargaining unit will be posted on appropriate bulletin boards for seven (7) calendar days, excluding College paid holidays.

Primary consideration will be given to bargaining unit employees who wish to be considered for transfers and promotions to open, posted jobs within the bargaining unit. Employees will so indicate by completion of an employment application provided for that purpose. Applicants for the position will be considered based upon; skills, ability, training, previous relevant experience, and job requirements as described in the job posting. When candidates are otherwise equally qualified, the job will be awarded to the applicant with the greatest length of continuous service within the bargaining unit. Members of the bargaining unit as of October 25, 2002 shall have as their seniority date for bidding purposes, their date of continuous service at the College. Employees who enter the bargaining unit after October 25, 2002 shall have as their seniority date for bidding purposes their date of continuous service within the bargaining unit.

No employee shall be permanently transferred from one classification to another for

disciplinary reasons unless the employee consents to such permanent transfer. When the College permanently transfers an employee to another building or area of the campus, the supervisor, upon request of the employee, will give the employee an oral explanation for the transfer.

When an employee is promoted within a department and desires to return to his or her prior position, the employee may do so without penalty provided the employee notifies the Department Head of the request in writing within fourteen (14) calendar days of the promotion. Likewise, an employee determined by the College to be unsuitable for the new position within fourteen (14) calendar days will be returned to his or her prior position. Nothing in this provision will be construed to restrict the College's right to determine the employee's suitability to remain in the job after the first fourteen (14) days. Employees who are promoted to a job with a higher job rate than the one they currently hold within their bargaining unit will be placed on the salary schedule at the rate at or above their rate of pay prior to promotion. Employees placed at the 9 Month rate will advance to the Job Rate after nine additional months of service.

6. Departmental Shift Transfers

Employees will be advised of openings on other shifts through a posting. Employees who wish to transfer must notify their supervisor, in writing, within 72 (seventy-two) hours of the posting. Primary consideration will be given to applicants who have the greatest length of continuous service when qualifications such as skills, ability, training, previous relevant experience, and job requirements as described in the job posting are equal among those who have applied for such transfer.

7. Military Service

Employees who volunteer or are drafted into military service of the United States shall be granted all seniority and re-employment rights and privileges provided by the law.

ARTICLE XXVI Grievance Procedure

(a) The representatives of both the College and the Union shall be responsible for making prompt and earnest efforts to adjust grievances arising out of the interpretation or application of the terms of this Agreement. This right for presentation of grievances shall not include or be interpreted to include decisions as to wages, hours and conditions of employment which affect the Union group as a whole or which are contrary to any of the provisions of this Agreement.

(b) The procedure with regard to grievances shall be as follows:

First Step: The matter will be discussed orally between the aggrieved employee (and, if requested by the employee, a member of the Grievance Committee selected by the Union to represent the employee) and the aggrieved employee's immediate supervisor or with the

supervisor responsible for the grievance. A grievance must be brought to the supervisor's attention by the employee within ten (10) normal business days of the occurrence giving rise to the grievance or the grievance shall be deemed waived for all purposes. The supervisor will, within five (5) normal business days, give an oral answer to the employee.

Second Step: If the grievance is not satisfactorily adjusted in the First Step, then the grievance shall be reduced to writing on a form approved by both parties and provided by the College stating the nature of the grievance, the Article(s) allegedly violated, and the remedy sought. In order to be considered timely under this Second Step, a grievance must be reduced to writing and presented to the supervisor within fifteen (15) normal business days of the occurrence giving rise to the grievance or the grievance shall be deemed waived for all purposes. The aggrieved employee, and the member of the Grievance Committee selected by the Union or a Union steward may discuss the matter with the employee's immediate supervisor, or with the supervisor responsible for the grievance. The supervisor will, within five (5) normal business days of the discussion, give a written answer to the Union.

Third Step: If the grievance is not satisfactorily adjusted in the Second Step, then within five (5) normal business days after the supervisor's written response has been given to the Union, but not thereafter, the aggrieved employee and the member of the Grievance Committee selected by the Union may present a written request to discuss the matter with the Director or his designated Operations officer. The Director or his designee will meet with the employee and member of the Grievance Committee or a Union steward within five (5) normal business days of the Third Step meeting and, give a written answer to the Union within five (5) normal business days of the meeting.

Fourth Step: If the grievance is not satisfactorily adjusted in the Third Step, then within five (5) normal business days after the Director's written decision has been given to the Union representative, but not thereafter, the aggrieved employee, and the member of the Grievance Committee selected by the Union or a Union steward may discuss the matter with a Committee comprised of the Senior Associate Dean and Director or their designees. The Committee (or a majority thereof) will, within seven (7) normal business days of the meeting, give its written answer to the Union.

Fifth Step: If the grievance is not satisfactorily adjusted in the Fourth Step, then within seven (7) normal business days after the decision of the Committee has been given to the Union, but not thereafter, the matter shall be disposed of as follows:

The Grievance Committee of the Union (which shall be composed of not more than four (4) members and the identity of whom, after being selected by the Union, be made known in writing by the Union to the College) shall present to the Chief Human Resources Officer or their designee a written request for a conference for the purpose of discussing and, if possible, settling the alleged grievance and which written request shall state the nature of the grievance, the Article(s) allegedly violated, and the remedy sought. The conference shall be arranged by the Chief Human Resources Officer or their designee

with the President of the Union or their duly authorized agent and shall be held within five (5) normal business days following receipt of the written request for a conference.

The decision of the College shall be made in writing within ten (10) normal business days after the conference is held and a copy delivered to the Union. It is understood that the International Representative of the Union may be present at this conference.

The time limits set forth in each step of the above grievance procedure will be adhered to unless such limits are extended by mutual written agreement of the College and the Union.

(c) The President and/or the Chief Steward may file a “group” grievance pertaining to the interpretation and/or application of this Agreement when it is deemed impractical to process individual grievances from a large and well defined group of employees having an identical complaint. Said grievances shall be in writing on the agreed upon form and will be signed by each employee involved. The grievance may be presented by a spokesperson at Step 2 of the procedure.

(d) The parties agree to provide the other side with at least 72 hours’ notice in the event they intend to have an outside consultant present in any meetings in the Steps of the grievance procedure. An outside consultant would be anyone not employed by the College or not a member of the bargaining unit. Failure to provide such notice will preclude having outside consultants in attendance.

ARTICLE XXVII

Arbitration

1. If the procedure set forth in the preceding Article of this Agreement shall have been followed in respect to any grievance and the grievance shall not thereby have been satisfactorily settled, the Union, may, within ten (10) calendar days after the receipt of the written decision of the College’s representative at Step 5 of said procedure, but not thereafter (unless and except as said ten day period is extended by mutual written agreement of the parties), refer such grievance to arbitration under the provision of this Article if and to the extent, and only if and to the extent, that the same relates to the interpretation of, or is with respect to compliance with, an express provision of this Agreement.

2. To refer a grievance to arbitration, the Union’s written request to arbitrate must be given to the College’s Chief Human Resources Officer or their designee within the time limits shown in the above paragraph. Designees of the College and the Union will then attempt to agree upon an arbitrator within ten (10) calendar days of the Union’s written request being given to the Chief Human Resources Officer. If the parties cannot agree upon an arbitrator, then the Union shall request the American Arbitration Association to submit a panel of arbitrators from which the arbitrator shall be chosen in accordance with the rules and procedures of the American Arbitration Association. The Union must file with AAA no later than twenty (20) calendar days following the Union’s request to arbitrate being given to the Director.

The arbitration hearing will be also conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association, unless otherwise agreed. The arbitrator is requested to submit their decision within thirty (30) calendar days after the close of the hearing.

The award of the arbitrator shall be final and binding on the College, the Union, and the employee or employees involved. The arbitrator is limited to determining matters concerning the application, meaning or interpretation of this Agreement and in no event may add to, delete or alter any aspect of this Agreement. The College and the Union shall divide equally and pay the fee and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

3. Any grievance which involves any claim that a then existing wage rate should be changed shall not be submitted to arbitration under this Agreement, unless the College and the Union agree in writing to submit such grievance.

4. In no case shall either party be required to arbitrate any matter not submitted or processed in accordance set with mandatory time limits set forth in this Article as well as those in Article XXVI. In no case shall an award by any arbitrator under this Article be retroactive to a date prior to twenty-one (21) calendar days before the date on which a grievance shall have been first presented at the first step of the grievance procedure set forth in the preceding Article of this Agreement.

In no case will any employee be paid for time spent in preparation for or attendance at arbitration proceedings.

ARTICLE XXVIII

Wages

1. Effective July 1, 2021, all hourly rates in effect on that date will be increased by a 2.5% general increase.

2. Effective July 1, 2022, all hourly rates in effect on that date will be increased by a 2.5% general increase.

3. Effective July 1, 2023, all hourly rates in effect on that date will be increased by 2.5% general increase.

4. Shifts and Shift Premiums:

Effective July 1, 2021, employees working on the second shift as their assigned shift shall, in addition to their regular earnings for work on such shift, receive a one dollar and twenty-five cents (\$1.25) an hour shift premium.

Effective July 1, 2021, employees working on the third shift as their assigned shift shall, in addition to their regular earnings for work on such shift, one dollar and fifty

cents (\$1.50) an hour shift premium.

It is agreed that shifts are defined as follows:

- Any shift during which more than 50% of the scheduled hours fall between 8:00 a.m. and 4:00 p.m. shall be known as the first shift.
- Any shift during which more than 50% of the scheduled hours fall between 4:00 p.m. and 12:00 midnight shall be known as the second shift.
- Any shift during which more than 50% of the scheduled hours fall between 12:00 midnight and 7:00 a.m. shall be known as the third shift.

5. Effective August 10, 2021, employees with the designation Field Training Officer (FTO) will receive a \$0.60 an hour premium for the time periods that the employee is acting as an FTO.

6. The positions within the bargaining unit at the Department of Safety and Security will be classified and paid as follows:

A. Effective July 1, 2021, the hourly rates for the employees covered by this agreement shall be:

Job Grade	Entry Rate	9 Month Rate	18 Month Rate
Night Security Guard	\$21.25	\$21.75	\$22.25
Comm Ofcr/Dispatcher	\$23.31	\$23.81	\$24.31
Patrolperson	\$23.31	\$23.81	\$24.31

B. Effective July 1, 2022, the hourly rates for the employees covered by this agreement shall be:

Job Grade	Entry Rate	9 Month Rate	18 Month Rate
Night Security Guard	\$21.81	\$22.31	\$22.81
Comm Ofcr/Dispatcher	\$23.92	\$24.42	\$24.92
Patrolperson	\$23.92	\$24.42	\$24.92

C. Effective July 1, 2023, the hourly rates for the employees covered by this agreement shall be:

Job Grade	Entry Rate	9 Month Rate	18 Month Rate
Night Security Guard	\$22.38	\$22.88	\$23.38
Comm Ofcr/Dispatcher	\$24.54	\$25.04	\$25.54
Patrolperson	\$24.54	\$25.04	\$25.54

7. Classification Review

A Labor Management Classification Review Committee (“LMRCRC”) will be established to hear requests for reclassification of a position. The Committee will include two employees from Human Resources designated by the Chief Human Resources Officer, at least one of whom will be from the Compensation Department, the Department Heads or designees from each of the operating units, and an equal number of bargaining unit members, designated by the Local Union President. The process for requesting reclassification will be as follows:

- A. The classification review may be requested by either the employee or the manager, based on perceived inequity between job grades and compensation, and job duties. Examples include changes to job duties, changes of reporting relationships or other staffing relationships, or changes of work location, if relevant.
- B. The position will be submitted to the Compensation Department in the Office of Human Resources for review. The supervisor, department head, and Local Union President will be notified of the request for position review.
- C. The job classification review will be completed within ten (10) working days of the request for review. Results of the review will be communicated to all parties by the Director of Total Compensation.
- D. The LMCRC will meet bi-monthly to review all job classification requests and recommendations for jobs within the bargaining unit. The committee may be convened at any time to provide timely review of a disagreement with the recommendation of the Compensation Department.
- E. Any disagreement with the recommendation of the Compensation Department not resolved by discussion by the LMCRC will be presented to the Chief Human Resources Officer and the Local Union President for resolution. In the absence of an agreement, the Union may submit the dispute to arbitration for resolution.
- F. Dartmouth and the Union agree that Dartmouth can create a new position and assign that position to the classification that Dartmouth believes is appropriate, but cannot simply reclassify existing positions for convenience. Dartmouth agrees that the Union may use this process to challenge initial classifications that the Union believes are inappropriate and may file a grievance if the Union disputes whether a new position is actually a new position.

ARTICLE XXIX Notice of Communication

Any notice of communication shall be conclusively deemed for all purposes hereunder to be effectively given if delivered or sent by mail addressed in the case of the Union to the President of the Union and in the case of the College to Dartmouth College, Hanover, New Hampshire, Attention: Chief Human Resources Officer, or their designee.

ARTICLE XXX
Entire Agreement and Legislation

This Agreement, together with a seniority list to be furnished by the College, constitutes the entire agreement and disposes of all issues that have been the subject matter of negotiations between the parties hereto. No amendment or extension of or addition to this Agreement and no other agreement shall be effective unless the same is embodied in a formal written agreement signed by the parties hereto.

In the event of enactment of laws or regulations either by the State of New Hampshire or the Federal Government or of any court decisions conflicting with any provision of this Agreement, this Agreement shall automatically be re-adjusted by the parties hereto in conformity with such laws and/or regulations and/or court decisions.

ARTICLE XXXI
Cell phone and electronic equipment usage

The parties agree that employees may make reasonable use of electronic equipment, including cell phones, during working hours. However, the use of electronic equipment shall not interfere with duties of the employee. Employees will place their cell phones on “vibrate” mode while on duty.

ARTICLE XXXII
Publication of Contract

Fifty (50) copies of this agreement shall be printed (in booklet form) and supplied to the President of Local 560 within thirty (30) calendar days of execution of the agreement by Local 560 for distribution. In addition, the College shall post the collective bargaining agreements online and print them for any unit member at no cost. The request for a copy of the collective bargaining agreement shall be conducted in a reasonable manner and not be unduly disruptive to the College. The College shall produce a copy upon demand unless circumstances make such a production unreasonable. Additional copies may be made printed by request of Local 560 and the cost shall be shared equally among the College and the Local 560. Local 560 may require that any additional printing be done at a union printing shop.

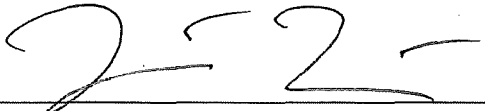
ARTICLE XXXIII
Term of Agreement--Termination


This Agreement shall take effect as of the date hereof and shall remain in full force and effect until July 1, 2024 and unless either party notifies the other in writing of its desire to change or terminate this Agreement as hereinafter provided, it shall continue in full force and effect from year to year thereafter. In the event that either party wished to change or terminate this Agreement, it shall give to the other party a notice in writing of such desire at least 180 days prior to July 1, 2024 or the anniversary date thereof (as the case may be) as of which such change or termination is desired; otherwise this Agreement remains in full force and effect without change. In the event that notice is given as required in

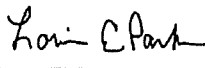
this Article and an agreement is not reached by July 1 to which such notice was directed then this Agreement shall thereupon terminate unless the parties are attempting to reach a collective bargaining agreement and have not declared impasse hereto shall mutually agree to an extension thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and in the year first above written.

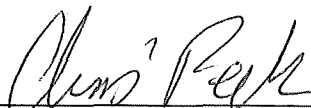
DARTMOUTH COLLEGE


by: 
Richard Mills, Executive Vice
President

by: 
Keiselim Montas, Director, Safety &
Security

by: 
Lorin Parker, Human Resources

**DARTMOUTH COLLEGE EMPLOYEE'S UNION LOCAL 560 OF
THE SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO**

by: 
Christopher J. Peck
SEIU 560, President

by: 
Michael Burns

ATTACHMENTS

Appendix A
Nine Month Employees

The following terms and conditions shall apply to nine month employees:

1. Paid time off benefits: 9 month employees with a seniority date of July 1, 2010 or later will receive pro-rated vacation and personal leave, holiday and bereavement leave benefits as follows:

a. Vacation:

i. During their first year of employment, they will earn one vacation day for every month they work. After working more than one (1) year but less than five (5) years, they will receive 2 weeks (10 working days) of vacation. After working five (5) years, they will receive vacation equal to 75% of the amount of vacation allotted to a 12 month employee based on years of service.

ii. All 9 month employees (regardless of seniority date) will be allowed, but not required to use vacation time during their working months. Nine-month employees may use, during their hiatus periods, paid vacation time from the unused balance of vacation time credited to them at the start of the current fiscal year but not yet taken during their nine month assignment, provided: all such time is used by the end of that fiscal year, i.e. by the last day of the last bi-weekly pay period that falls entirely in June; and, provided further, that the recording of vacation in the College's time keeping system during a hiatus period will not result in overtime hours when combined with any temporary assignment the employee works during the same pay period. Any vacation time credited to nine-month employees for use in the current fiscal year but not used by the last pay period that falls entirely in June will be paid out to the nine-month employee..

b. Personal Leave. Employees will be credited with one (1) personal day for each month that they are scheduled to work between the date they are hired and the following January 1. If a 9 month employee works during their hiatus, for every twenty (20) days that the employee works a minimum average of four (4) hours, the employee will be credited with an additional personal leave day for the following calendar year. The maximum credit for work during the hiatus will be two (2) days. Employees who transfer from 9 month to 12 month employees will not transfer personal leave days in a manner that exceed the maximum yearly credit of eleven (11) days.

c. Holiday Pay. Nine month employees will receive holiday pay under the same terms as 12 month employees for holidays that occur while they are not on hiatus. 9 month employees will not receive holiday pay for holidays that occur while they are on hiatus.

d. Bereavement pay. 9 month employees will receive bereavement pay while they are working on the same basis as 12 month employees. 9 month employees will not receive bereavement pay for days during their hiatus.

2. Health Insurance. Consistent with Article 28, the College will continue to pro-rate its contribution towards the cost of health insurance for 9 month employees during the period

of time that they are working. 9 month employees will have the option of paying for health insurance during their hiatus by either: a) during the 9 months they are normally scheduled to work, withholding through payroll deduction the amount necessary to pay for their health insurance during their hiatus, i.e., withholding the cost of three (3) of months of health insurance over the 9 months of work; or b) paying for the health insurance during the months they are not working. (Employees who elect to use payroll deduction to pay for their health insurance during their hiatus will be able to use pre-tax dollars to make the payments due.) 9 month employees who work during their hiatus will be eligible for additional compensation which they may use to cover the cost of health insurance during their hiatus in the next calendar year on the following terms: When an employee is enrolled in College health insurance and works a minimum average of four (4) hours for twenty (20) or more days, the College will provide compensation equal to one (1) month's Dartflex contribution. (For example, Employee X is a 9 month employee working September to May. In June, the employee works fifteen (15) days with a minimum of four (4) hours averaged, in July works twenty-six (26) days (4 hours average) and in August the employee works ten (10) days, two (2) hours each day, the employee is entitled to benefits for two (2) months.) The College will provide the compensation in a separate check during December of the calendar year that the months are worked. These payments will not be made to employees who are not enrolled in College health insurance.

3. Opportunities to work during hiatus:

- a. 9 month employees will be offered work during their hiatus before the work is assigned to temporary or seasonal employees. Work will be offered on a rotating basis in each department among qualified 9 month employees on the basis of seniority and job classification. Prior to their hiatus, employees must indicate in writing that they would like to be offered work during their hiatus. If an employee is offered work and declines, the employee will be moved to the bottom of the rotation.
- b. Rate of pay: 9 month employees who are offered and accept work during their hiatus will be paid at the job rate for the position they are offered. Overtime and premium rates shall apply to hours worked.

4. Contract Rights: 9 month employees who work during their hiatus will be considered members of the bargaining unit for purposes of exercising their rights under the contract.

5. Dues: The College will deduct twelve (12) months of dues from the wages paid to 9 month employees during the months they are normally scheduled to work.

6. The College agrees that during the term of the collective bargaining agreement, the number of 9 month employees will not increase by more than 10% of the number of current employees in a department. Departments with nine month employees may not increase the number of 9 month employees by more than 10% without further agreement. 9 month employees will be used where the workload in a particular area, such as Dartmouth Dining Services, justifies having fewer employees during certain portions of the year. (For example, where there is a need for three twelve (12) month employees due to year round work load, the College will not use four overlapping nine (9) month employees to perform

the work.)

Benefits Enrollment Guide


Each year the College shall mail to each employee's home address the annual Benefits Enrollment Guide in advance of the open enrollment period.

Agreement

The College wishes to provide consideration for employees who, at the request of the College, provide a dedicated service during times of emergency. While these situations do not occur often, this letter will indicate our intention to assist those individuals who, because of the critical nature of their assignments, are called upon during the emergency to provide efforts above and beyond the normal work schedule.

Supervisors at the work site, in consultation with the employees at the time of such an emergency situation, will provide food and/or suitable facilities for the comfort of the employees. Supervisors will be authorized to exercise their best judgment on the spot to recognize these employees and provide for their safety and support in ways appropriate to the particular situation.

For Dartmouth College:

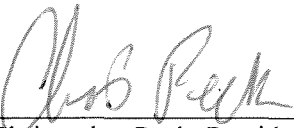


Richard Mills, Executive Vice President

5/20/22

Date

For SEIU 560:



Christopher Peck, President

6/15/22

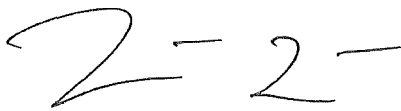
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Agreement

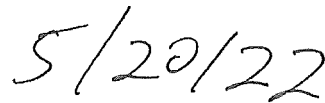
SEIU Local 560 and Dartmouth College agree to the following education benefit pilot project:

1. Dartmouth's employee Tuition Assistance Program ("Program") will be expanded to allow eligible bargaining unit members (employees who are actively at work for one year of continuous regular employment) to enroll in courses which are not normally eligible for the Program, such as vocational training programs that result in the award of a certificate rather than a grade. The program must be offered by a school licensed to provide training in the jurisdiction where it exists. Employees will be eligible for reimbursement, subject to the limits in the Program, upon successful completion of the academic activity.
2. This expansion will begin on July 1, 2017 and end on June 30, 2024, unless the parties agree in writing to extend the deadline.
3. Bargaining unit members must complete and submit the Tuition Assistance Request form to begin the process and must obtain approval for the course in advance of enrolling.
4. Dartmouth will provide the Union with written notice to any changes to the Program that occur during the period covered by this agreement.
5. Bargaining unit members are responsible for any tax consequences associated with their receipt of this benefit.

For Dartmouth College:

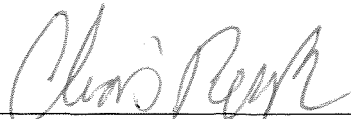


Richard Mills, Executive Vice President



Date

For SEIU 560:



Christopher Peck, President



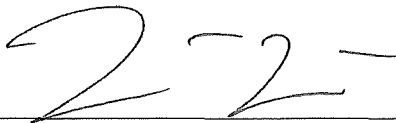
Date

AGREEMENT

SEIU Local 560 and Dartmouth College agree to the following:

1. The parties agree that they will convene the Labor Management Classification Review Committee ("LMRCRC") as provided for in Paragraph 7 of Article XXVIII of the Agreement to consider the Union's request to reclassify the positions of Dispatcher and Patrolperson. The parties agree to meet by August 1, 2017, unless extended by mutual agreement.
2. The parties agree to waive any arguments in regards to timeliness and that these matters were discussed in negotiations.
3. The parties agree that any prior discussions during the negotiation of the current contract in regards to proper classification are deemed to be irrelevant and not subject to disclosure during the review process including binding arbitration.

For Dartmouth College:



Richard Mills, Executive Vice President

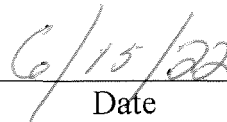


Date

For SEIU 560:



Christopher Peck, President



Date

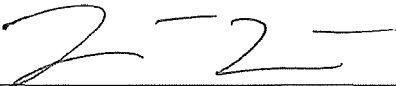
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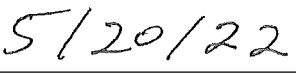
1. On March 23, 2017, Dartmouth provided the following notice to the Union:

Union Leave Time: Article XXIV, paragraph 2 provides that Union members be allowed "reasonable time off (subject to work requirements at the time of request) for the performance of ' union business. Dartmouth provides notice that to the extent any "past practices" have arisen related to this paragraph, they are hereby disavowed by Dartmouth as of the end of the current collective bargaining agreement. As of July 1,2017, Dartmouth reserves the right to deny requests for time off if those requests require Dartmouth to incur overtime expenses or hire a temporary employee to perform the work that the union member would otherwise perform. It is Dartmouth's expectation that employees will only request time off to perform union business that must be conducted during the employee's scheduled work day. Dartmouth will not grant requests for time off simply because it is more convenient for the employee to engage in union business during their work hours. This applies to employees covered by the Green Book and DOSS employees.


2. During the negotiations that followed, the parties discussed the fact that the notice was prompted by circumstances where it appeared to Dartmouth that an employee was using "union leave" time for the employee's convenience at times when it interfered with Dartmouth's ability to serve its students.
3. As a result of those discussions the parties reached an understanding that the Union will take into account Dartmouth's operational needs when scheduling "union leave" time. Based on that understanding, Dartmouth withdraws the notice set forth above.

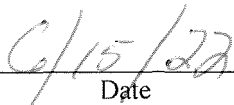
For Dartmouth College:


Richard Mills, Executive Vice President


Date

For SEIU 560:


Christopher Peck, President


Date

SEIU Rate Structure Effective July 1, 2021			
Department of Safety and Security			
Job Grade	Entry Rate	9 Month Rate	18 Month Rate
Night Security Guard	\$21.25	\$21.75	\$22.25
Comm Ofcr/Dispatcher	\$23.31	\$23.81	\$24.31
Patrolperson	\$23.31	\$23.81	\$24.31
NOTE: Safety & Security employees have a separate bargaining unit from other SEIU			

SEIU Rate Structure Effective July 1, 2022			
Department of Safety and Security			
Job Grade	Entry Rate	9 Month Rate	18 Month Rate
Night Security Guard	\$21.81	\$22.31	\$22.81
Comm Ofcr/Dispatcher	\$23.92	\$24.42	\$24.92
Patrolperson	\$23.92	\$24.42	\$24.92
NOTE: Safety & Security employees have a separate bargaining unit from other SEIU			

SEIU Rate Structure

Effective July 1, 2023

Department of Safety and Security

Job Grade	Entry Rate	9 Month Rate	18 Month Rate
Night Security Guard	\$22.38	\$22.88	\$23.38
Comm Ofcr/Dispatcher	\$24.54	\$25.04	\$25.54
Patrolperson	\$24.54	\$25.04	\$25.54

NOTE: Safety & Security employees have a separate bargaining unit from other SEIU

Memorandum of Agreement

By and Between

Dartmouth College and

Local 560 of the Service Employees' International Union

Whereas, Dartmouth College (“College”) and Local 560 of the Service Employees’ International Union (“the Union”) are parties to the “Green Book” and “DoSS” collective bargaining agreements (“CBAs”);

Whereas, Article XXVIII, Wages of the CBAs provide for a 2.5% increase to hourly rates effective July 1, 2022;

Whereas, in the interest of promoting good labor relations and expressing appreciation for bargaining unit employees, the College wishes to modify the July 1, 2022 increase;

Now, therefore, the College and the Union agree that Article XXVIII, Wages of both CBAs shall be modified as follows:

1. The July 1, 2022, rate structure will reflect a 4% increase.
2. The July 1, 2023 rate structure will reflect the previously negotiated 2.5% increase, but will be updated to accommodate for the resulting change in the 2022 rate structure.

The College and the Union further agree that the rate structure tables for both 2022 and 2023 shall be updated and incorporated into the CBAs as follows:

DoSS

SEIU Rate Structure			
Effective July 1, 2022			
Department of Safety and Security			
Job Grade	Entry Rate	9 Month Rate	18 Month Rate
Night Security Guard	\$22.14	\$22.64	\$23.14
Comm Ofcr/Dispatcher	\$24.28	\$24.78	\$25.28
Patrolperson	\$24.28	\$24.78	\$25.28
NOTE:	Safety & Security employees have a separate bargaining unit from other SEIU		

SEIU Rate Structure Effective July 1, 2023			
Department of Safety and Security			
Job Grade	Entry Rate	9 Month Rate	18 Month Rate
Night Security Guard	\$22.72	\$23.22	\$23.72
Comm Ofcr/Dispatcher	\$24.88	\$25.38	\$25.88
Patrolperson	\$24.88	\$25.38	\$25.88
NOTE:	Safety & Security employees have a separate bagaining unit from other SEIU		

GREEN BOOK

SEIU Rate Structure Effective July 1, 2022			
Job Grade	Entry Rate	9 Month Rate	18 Month Rate
A	\$18.35	\$19.85	\$20.35
B	\$20.11	\$20.61	\$21.11
C	\$20.81	\$21.31	\$21.81
D	\$21.24	\$21.74	\$22.24
E	\$22.14	\$22.64	\$23.14
F	\$22.73	\$23.23	\$23.73
G	\$23.19	\$23.69	\$24.19
H	\$24.54	\$25.04	\$25.54
I	\$25.28	\$25.78	\$26.28
J	\$26.04	\$26.54	\$27.04
K	\$26.89	\$27.39	\$27.89
L	\$27.45	\$27.95	\$28.45
M	\$28.18	\$28.68	\$29.18
N	\$28.53	\$29.03	\$29.53
O	\$29.31	\$29.81	\$30.31
P	\$29.90	\$30.40	\$30.90
Q	\$30.50	\$31.00	\$31.50
R	\$31.69	\$32.19	\$32.69
S	\$32.86	\$33.36	\$33.86
T	\$34.06	\$34.56	\$35.06
NOTE:	Employees hired into grades A, B or C are paid the "entry rate" for the first 12 months of work, the "9 month rate" for months 13 through 24, and the "18 month rate" after 24 months. Lead positions get rate shown plus \$1.00/hour.		

SEIU Rate Structure Effective July 1, 2023			
Job Grade	Entry Rate	9 Month Rate	18 Month Rate
A	\$18.86	\$20.36	\$20.86
B	\$20.64	\$21.14	\$21.64
C	\$21.36	\$21.86	\$22.36
D	\$21.80	\$22.30	\$22.80
E	\$22.72	\$23.22	\$23.72
F	\$23.32	\$23.82	\$24.32
G	\$23.79	\$24.29	\$24.79
H	\$25.18	\$25.68	\$26.18
I	\$25.94	\$26.44	\$26.94
J	\$26.72	\$27.22	\$27.72
K	\$27.59	\$28.09	\$28.59
L	\$28.16	\$28.66	\$29.16
M	\$28.91	\$29.41	\$29.91
N	\$29.27	\$29.77	\$30.27
O	\$30.07	\$30.57	\$31.07
P	\$30.67	\$31.17	\$31.67
Q	\$31.29	\$31.79	\$32.29
R	\$32.51	\$33.01	\$33.51
S	\$33.71	\$34.21	\$34.71
T	\$34.94	\$35.44	\$35.94
NOTE:	Employees hired into grades A, B or C are paid the "entry rate" for the first 12 months of work, the "9 month rate" for months 13 through 24, and the "18 month rate" after 24 months. Lead positions get rate shown plus \$1.00/hour.		

Except as otherwise explicitly set forth herein, all other matters regarding the terms or conditions in either the SEIU "Green Book" or "DoSS" CBA shall be as set forth in the applicable CBA or as agreed to in writing between the undersigned. For the avoidance of doubt, any dispute or grievance arising under or in connection with this Agreement shall be governed by the provisions of the applicable CBA.

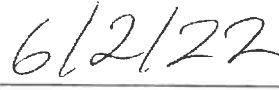
This Agreement is entered into solely for the convenience of the parties to promote good labor relations. This Agreement is non-precedential, arises solely from the circumstances of this unique situation, and shall not be cited as evidence or precedent in any grievance or legal proceeding, now or in the future.

If the foregoing sets forth each party's understanding with respect to this matter, please acknowledge acceptance of and thereby execute this agreement via dated signature below.

For Dartmouth College:

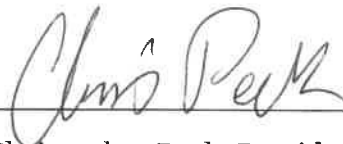


Richard Mills, Executive Vice President

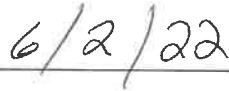


Date

For Local 560 of the Service Employees' International Union:



Christopher Peck, President, Local 560 of
the Service Employees' International Union



Date