

AGREEMENT

between

**DARTMOUTH COLLEGE
HANOVER, NEW HAMPSHIRE**

and

DARTMOUTH COLLEGE EMPLOYEES' UNION

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



July 1, 2024 to July 1, 2027

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AGREEMENT

AGREEMENT made July 1, 2024, 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 "Dartmouth").

ARTICLE I Purpose and Intent

The purpose of this Agreement is to promote and maintain good relations between Dartmouth, 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 Dartmouth 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 under the joint auspices Dartmouth and the Service Employees' International Union, AFL-CIO, on the 13th day of July, 1966, and the Certificate of Representative issued on the 14th day of April, 2008, Dartmouth 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, building service and recycling employees of Facilities Operations and Management, Dartmouth Dining Association and Courtyard Café (now collectively referenced in this Agreement as Dartmouth Dining Services or DDS), Hanover Country Club, Visitor Service Guides employed at the Hood Museum¹, Dartmouth Skiway, the Office of Residential Life, Rental Housing, and Dartmouth College Athletic Department excluding watchmen, police, supervisors, office clerical employees, student employees, temporary or seasonal employees, and part-time employees who work on an average of not more than twenty (20) hours per week. A temporary or seasonal employee shall be defined as one who works no more than six (6) months in a one (1) year period commencing on the temporary employee's date of hire. Dartmouth 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 Dartmouth shall not hire a seasonal employee or

¹ The VSGs were added to the existing bargaining unit through a petition and election in NLRB Case No. 01-RC- 301777 (September 26, 2022)

combination of seasonal employees or subcontractor, to fill a full time assignment of over three (3) days duration in any department until all non-working, nine (9) 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. It is understood that supervisors will not perform bargaining unit work except in an emergency or when a bargaining unit member is not available. A supervisor will not perform bargaining unit work for the purpose of reducing bargaining unit members' access to work. When there is insufficient VSG Staffing employed at the museum supervisors may perform bargaining unit work for a limited period of time

When it is decided in any department which employs nine (9) month employees, that a vacant, twelve (12) month position will be replaced as a twelve (12) month position, qualified nine (9) month employees in the same department and job classification, will be offered the twelve (12) month position. Absent any such qualified nine (9) month employees in that department, normal job posting rules would remain in effect. The terms and conditions for nine (9) month employees are set forth in Appendix A.

The term "employee" or "employees" as used in this Agreement refer only to such employees of Dartmouth 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 the law. The obligation shall commence immediately following the expiration of any new employee's ninety (90) calendar day probationary period, or after the thirtieth (30th) 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 tender periodic dues or 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.

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

Dartmouth 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 Dartmouth 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. Dartmouth 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 Dartmouth, all rights, functions and prerogatives of management formerly exercised or exercisable by Dartmouth remain vested exclusively in Dartmouth including, but not limited to, the management of Dartmouth, 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.

Dartmouth 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.

Effective on the execution of this agreement, Dartmouth agrees to notify the Union and provide an opportunity to discuss any proposed contracting regarding the operation or maintenance of a Dartmouth facility on campus. This notice shall be provided at least thirty (30) days prior to a request for proposals from subcontractor(s). Notice need not be provided where Dartmouth has a past practice of utilizing subcontractors for a particular task or event. Dartmouth agrees to bargain with the Union, at its request, over the impact of specific subcontracting, if any.

Dartmouth agrees that it will not subcontract the functions currently performed by the members of the bargaining unit, except to the extent performed by subcontractors prior to the execution of this agreement, including, but not limited to, the operations, cleaning and maintenance of the dining facilities, the student residences, academic buildings, libraries, administrative buildings and Campus Life buildings, the athletic facilities principally used by students, the heating plant, the skilled trade shops, and the grounds and labor crews at FO+M and the Real Estate Office during the term of this agreement.

Dartmouth has a right to subcontract major construction or renovation projects, seasonal work assignments, in unusual circumstances where, due to emergencies, Dartmouth does not have equipment and/or labor sufficient to respond to emergencies or in circumstances where Dartmouth does not have the expertise to perform the duties required.

Dartmouth and the Union agree that nothing in this Article or any other Article of this Agreement creates an obligation to establish a minimum level of staffing. The parties agree that in the event Dartmouth expands in the Upper Valley physically, or by student population, or its needs for services work covered by Article II of this agreement increase, Dartmouth will hire additional union labor in an appropriate and reasonable manner.

It is the intent of the parties that Dartmouth's obligation is invoked if any one of the requirements set forth above is met.

The parties agree that employees have a reasonable right and expectation of privacy and that Dartmouth has the right to electronically monitor the location of Dartmouth vehicles and other equipment in order to promote operational efficiencies and protect the safety of Dartmouth employees and Dartmouth equipment. Dartmouth agrees that it will provide written notice to the Union when location monitoring equipment is activated on Dartmouth equipment.

Dartmouth currently utilizes electronic monitoring in the Hood Museum and reserves the right to continue such monitoring in order to protect its valuable assets from theft or damage or for operational efficiencies.

Dartmouth 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, Dartmouth 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, including those at the Hood Museum, 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 Dartmouth. Records may only be used to corroborate or verify information for up to one (1) year from the date they are collected. Dartmouth 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 Dartmouth, provided, however, that such action shall not be taken without just cause.

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 XXVIII. 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.

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, Dartmouth 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 Dartmouth alleges that an employee has abused the use of leave, Dartmouth may offer evidence at a hearing of a pattern of abuse for no more than three (3) years.

ARTICLE VI

Health and Safety

Dartmouth 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 Dartmouth employees. Safety being a shared concern, the parties agree to form the Joint

Labor - Management Safety Committees for FO&M/ ORL and for Dining Services. The Union President and Dartmouth will each appoint an equal number (not exceeding four) of members to serve on these Committees which will meet at mutually-agreeable times.

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 a safer place.

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

The Union President will select and identify members to serve on the FO&M 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. 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 VII 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. Dartmouth agrees that during the term of this Agreement there will be no lockout by Dartmouth. 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 VIII 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 Dartmouth to be a form of sex discrimination, therefore any sexual harassment of employees or students will constitute a violation of Dartmouth's non-discrimination policy.

ARTICLE IX

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 Dartmouth 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, Dartmouth agrees that it will provide a minimum of forty-eight (48) weeks of work, which includes the paid winter break, to each bargaining unit member, excluding bargaining unit members in nine (9) month positions. Dartmouth will schedule the forty-eight (48) weeks. Bargaining unit members may use paid time off during the forty-eight (48) weeks consistent with the contract. Bargaining unit members may use paid time off outside of the forty-eight (48) weeks of work.

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

Dartmouth will allow all employees to bid for a shift when a permanent opening in that shift occurs and where Dartmouth has decided to fill the shift opening. This provision does not apply to the VSGs at the Hood Museum because there are no fixed shifts there, however, the VSGs can bid on their schedules when openings occur.

Determination of daily and weekly work schedules shall be made by Dartmouth and such schedules may be changed by Dartmouth 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 forty-eight (48) hours prior notice of a change in schedule. It is understood and agreed that Dartmouth will use its best efforts to minimize schedule or shift changes and will not arbitrarily change hours of work.

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 the regular rate of pay shall be paid for all work in excess of eight hours in any one (1) work day or in excess of forty (40) hours in any one (1) 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 sixteen (16) hours at straight-time provided they are permitted not less than eight (8) hours break between the two shifts. The language of the previous sentence does not apply to the VSGs at the Hood Museum because they do not have fixed shifts. For the purpose of computing overtime, paid vacation under Article XI, paid holidays under Article X, paid personal leave under Article XIII, bereavement pay under Article XIV, paid sick leave under Article XII and Article XXII, paragraph 2, shall be counted as time worked in any given work week.

If members of the bargaining unit are directed to report to work as “essential services” when Dartmouth 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 Dartmouth is closed.

All work performed on the seventh (7th) day of any scheduled work week shall be paid for at double the regular rate of pay. The seventh (7th) day and entitlement to the premium pay begins at 12:00 a.m. and ends at midnight on the seventh (7th) day of the employee’s scheduled work week. The provisions of this paragraph regarding work in the seventh (7th) day to not apply to the VSGs at the Hood Museum.

When Saturday is part of the employee’s regular work week, such employee shall receive eight (8) hours straight-time pay and one (1) hour at time and one-half for eight (8) hours worked on that day. When a holiday falls on a Saturday, the employee will be paid the Holiday premium and straight time, but not the extra one (1) hour paid at time and one half. When Sunday is part of the employee’s regular work week such employee shall receive eight (8) hours straight-time pay and two (2) hours at time and one-half for eight (8) hours worked on that day. When a Holiday falls on a Sunday, the employee will be paid the Holiday premium, the straight time, but not the extra two (2) hours at time and one half. The provisions in this paragraph regarding Sunday work do not apply to the VSGs at the Hood Museum; however, employees will receive a \$2.00/hour differential, as noted above, for Sunday work.

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 (2) 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.

Opportunity for overtime work in each respective occupation shall be rotated within each respective occupation wherever and whenever it is possible and practicable. Dartmouth 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, Dartmouth 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. Employees will be notified of the opportunity for overtime work as soon as possible after the need for overtime is known by the supervisor.

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

Flexible Scheduling: Dartmouth 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 five (5) day per week schedule. As such, with the written agreement of the Union and the employee(s) involved, Dartmouth 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 forty (40) hour per week employee could be assigned to work ten (10) hours per day for four (4) days rather than eight (8) hours per day for five (5) 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), Dartmouth 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.

Dartmouth 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 Dartmouth's right to change an employee's schedule as provided for under the Agreement.

Employees designated by Dartmouth as being "on-call" (i.e., those required during the period outside of regular working hours to be available to report to work for an emergency or other duties on very short notice and without undo delay, required to be fit for duty, required to carry a cell phone at all times, and may be required to wear a pager), will be paid \$5.00 per hour for all hours that the employee must be on call to come in for emergencies. Any employee called in for such work will receive a minimum of three (3) hours pay even if the work associated with the call-in is less than three (3) hours. If an employee is designated as "on-call," the employee shall receive a minimum of eight (8) hours of on-call pay.

Blackout days will be designated at least six (6) months in advance by Dartmouth. Blackout dates will not be more than fourteen (14) days in any calendar month except September. If an employee wishes to use personal or vacation during scheduled blackout days, the employee, absent exigent circumstances, should make their request at least four (4) weeks in advance of the blackout period. The granting of personal or vacation time during blackout periods is within the discretion of management and will not be unreasonably denied for significant life events (e.g., weddings, graduations, celebrations of life, etc.).

ARTICLE X 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

In addition to the holidays listed above, eligible employees may take one floating Holiday within a calendar year, consistent with Dartmouth policy pertaining to Holidays and Winter Break. Employees must request to use the floating Holiday at least forty-eight (48) hours in advance of the day to be used by the employee. The floating Holiday cannot be taken during blackout periods and must be taken in a full shift.²

If, during the term of this Agreement Dartmouth declares Martin Luther King's

² Should Dartmouth establish Juneteenth as a designated Collegewide holiday, the parties will add it to the list above.

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 Dartmouth for a period of at least three (3) months prior to the holiday. Employees who have not actively worked for Dartmouth 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 XII, paid vacation under Article XI 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 eight (8) 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.

If any of the above paid holidays falls on a Saturday, it will normally be observed on the preceding Friday unless mutually agreed otherwise. If any of the above paid holidays falls on a Sunday, it shall normally be observed on the following Monday unless mutually agreed otherwise.

If any of the above paid holidays shall fall on the sixth or seventh working day of an employee working other than a normal Monday through Friday work week, the holiday for such employee shall be observed on either their first or fifth working day in the discretion of Dartmouth. That day shall become the individual's "holiday" for purposes of this Article. If the employee is required to work on their "holiday," the individual will be paid in accordance with the contract and receive Holiday pay.

Dartmouth will post a notice thirty (30) days in advance of the holiday designating the day on which the holiday will be observed. If an individual is required to work on a Dartmouth observed holiday and that day is the individual's six or seventh day of work, the employee will not receive Holiday pay for that day. The individual will receive the appropriate overtime rate if applicable.

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 Dartmouth 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 each hour worked on such day.

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 (24) 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 (24) hours thereafter.

ARTICLE XI 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	One (1) day a month up to ten (10) work days
One (1) year but less than five (5) years	Two (2) weeks (10 working days)
Five (5) years but less than twelve (12) years	Three (3) weeks (15 work days)
Twelve (12) years but less than twenty (20) years	Four (4) weeks (20 work days)
Twenty (20) years or over	Five (5) weeks (25 work days)

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 1st. Credits will occur on June 30, 2024, June 29, 2025, and June 28, 2026, respectively.

Any unused vacation must be taken prior to these dates. In the event that an employee requests vacation time a month or more in advance Dartmouth will respond to the requests within five (5) business days. If an employee chooses not to use all of their vacation days during a particular year, an employee may request to be paid out up to five (5) days of accrued vacation time from the previous year, which will be paid out to the employee at straight time in the first pay period of the

fiscal year.

During the year in which an employee completes five (5), twelve (12), or twenty (20) 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	5 days
October	4-1/2 days
November	4 days
December	3-1/2 days
January	3 days
February	2-1/2 days
March	2 days
April	1-1/2 days
May	1 day
June	1/2 day

In order to be eligible to receive any vacation pay an employee, otherwise qualified, must have performed work for and received pay from Dartmouth or workers' compensation payments during sixteen (16) bi-weekly pay periods in the twelve (12) months next prior to July 1st of the year in which vacation is paid, except that an employee, otherwise qualified, must have performed work for and received pay from Dartmouth or workers' compensation payments during eight (8) bi-weekly pay periods in the six (6) months next prior to July 1st 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. At no time will a request be unreasonably denied. However, to the extent employees make written application to Dartmouth for specific vacation time on or before July 1st in any year, Dartmouth, subject to its right to shut down any departments for a vacation period and 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 Dartmouth by the Monday prior to the pay day preceding vacation.

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

- a. Resignation of the employee with two (2) weeks written notice to Dartmouth;
- 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 (3) months.

ARTICLE XII
Sick, Disability and Maternity Benefits

Dartmouth 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 employees are eligible for Short Term Disability Benefits beginning on the sixth 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+ 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.

An employee who is medically eligible for and receiving benefits at the time their department has a shut down shall continue to be eligible for those benefits during the period of the shut down.

Amount of Benefit Payment. The first eight (8) 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 (3) 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 Dartmouth. 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 five (5) consecutive days may apply for short-term disability income payments to begin on the sixth (6th) 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 paid vacation or personal 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 twenty (20) hours per week and who have at least three (3) 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 (6) consecutive months of total disability and continue during such disability until normal retirement age sixty-five (65) or such longer time as is provided in the LTD plan; provided that the requirement for six (6) consecutive months of total disability is deemed satisfied if the employee has six (6) months of total disability caused by the same medical condition during the twelve (12) month period.

A monthly income benefit, including any income benefits from Social Security for the employee and Worker's Compensation, of 50% of one twelfth (1/12) of the employee's basic annual salary as of the date they last worked prior to the disability, but not to exceed \$15,000.00 monthly. Employees may purchase additional coverage up to 70%, during the benefit selection process subject to the limits of Dartmouth policy. During each selection process, employees may only increase their percentage of coverage by 10%.

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 sixty-five (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 XIII Personal Leave

Employees, other than probationary employees, will be allowed eleven (11) days of personal leave with pay for eight (8) hours at their regular straight-time hourly rate (plus shift premium) for each such day 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 January 1:
July 1 - September 30	10 days
October 1 - December 31	8 days
January 1 - March 31	5 days
April 1 - June 30	2 days

At the beginning of the fiscal year, subsequent to the date of employment, and each year thereafter, employees, other than probationary employees, will be credited with eleven (11) days of paid personal leave to be used in each fiscal year. Annual credits will be made at the beginning of each fiscal year on the first day of the biweekly pay period that includes July 1st. Credits will occur on June 20, 2021, June 19, 2022, and June 18, 2023, respectively.

Normally employees must request personal leave from their supervisor before 12:00 noon on the day prior to the day requested, 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-quarter an hour or more provided it is taken at the beginning or end of an employee's shift. Otherwise, personal leave may not be taken for less than one hour at one time. 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 sixteen (16) days. However, if at that time, the employee has accumulated more than sixteen (16) personal days, then up to a maximum of five (5) days of personal leave will be paid out to the employee at straight time, leaving a total accumulation of sixteen (16) days. 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 XXII, Section 2. It is further understood that the preceding sentence will not require DDS employees to use personal leave during a shut down.

If due to a shortage of personnel or any other reason involving job requirements Dartmouth 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 their 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 Dartmouth is suspected of abusing the personal leave provisions of this Agreement, Dartmouth 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 XIV 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 eight (8) 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 Dartmouth that this additional time off be charged against their vacation time.

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

ARTICLE XV Call-Back and Call-In Pay

1. An employee who is notified that they are expected to report to work two (2) 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 Dartmouth 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 notified by a supervisor with less than an hour's notice before the end of the scheduled shift to stay to work overtime, shall be guaranteed a minimum of one (1) hour's pay at regular rate.

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 XVI Severance Pay

Employees who retire from the service of Dartmouth after age fifty-five (55) with at least ten (10) 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 Dartmouth 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 (2) days (sixteen (16) hours) pay at their regular hourly rate for each complete year of continuous service up to a maximum of ten (10) weeks (fifty (50) days) pay.

Accumulated unused sick leave pay (from old sick leave plan). Old sick leave plan will not accumulate after June 30, 1985.

- b. Pay for personal leave not used during the fiscal year. (May not exceed sixteen (16) days' pay).

ARTICLE XVII

Civic Duties

Employees performing duties as shown below shall be paid by Dartmouth 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 Dartmouth; 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 twelve (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, Dartmouth 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. 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 Dartmouth based on business and operational needs. Approval will not be unreasonably denied.

ARTICLE XVIII Life Insurance

Dartmouth 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 twenty (20) hours weekly beginning after one (1) year of service. Dartmouth 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 \$25,000.00 and \$10,000.00 for each child.

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

ARTICLE XIX Health and Dental Insurance Plans

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

Dartmouth will contribute towards the cost of medical insurance selected by the bargaining unit member based on Dartmouth's standard calculation formula. Employees can view Dartmouth and Employee contributions based on their annualized pay rate at <http://dartgo.org/benefits-cost-estimator>

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

If an employee's additional contribution for health, dental and vision insurance exceeds twenty-five (25%) of their wage adjustment received for 2025 and 2026, the parties agree to meet and confer to discuss the effects of the changes.

Dartmouth contribution towards the cost of health insurance will be based on an employee's annual salary and FTE status. Dartmouth 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. Dartmouth will pro-rate its contributions for regular part-time employees. An employee must work at least twenty (20) hours weekly and for nine (9) months yearly to be eligible to enroll in

the health insurance program. If married Dartmouth employees are electing two (2) person or family coverage, either employee may choose the medical insurance.

Employees may change their medical and dental plan elections during Dartmouth'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 thirty-one (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, Dartmouth may, at its discretion, change the plans.

Bargaining unit employees are eligible to participate in the Dependent Care Flexible Spending Accounts offered by Dartmouth, subject to the Internal Revenue Service regulations and Dartmouth policies. On or about January 1st of each year, Dartmouth 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 employee's medical plan election or waiver of medical coverage. For calendar years following July 1, 2017, Dartmouth contributes \$500.00 to the HRA or HSA of an employee enrolled in the individual plan and \$1,000.00 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 \$250.00 contribution from Dartmouth into their FSA pursuant to Internal Revenue Service regulations and Dartmouth policy and do not receive an employer contribution to an HRA or HSA. Employees will have the option to elect contributions to a Limited Purpose Flexible Spending Account (LPFSA) when enrolled in a Health Savings Account (HSA). There are no employer contributions to an LPFSA.

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

Dartmouth will contribute to Dependent Care Flexible Spending Accounts in line with the Child Care Subsidy benefit offered to non-union employees.

Dartmouth will make Accident, Hospital Indemnity, and Critical Illness 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 Accident, Hospital Indemnity, and Critical Illness 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. If there is no administrative cost or the administrative cost is minimal, the plan will be added to the available options. The Union agrees that Dartmouth does not endorse Accident, Hospital Indemnity, and Critical Illness or any other supplemental benefit provider and does not monitor the products offered or the services provided.

Dartmouth will provide employees with a choice of wellness benefits. New hires must make the election within thirty (30) days of hire. Employees may change their wellness benefit option during Dartmouth's open enrollment period. Any rewards, reimbursements, or memberships received by the employee, or an eligible spouse, are considered imputed taxable income and applicable taxes will be withheld from the employee's paycheck.

ARTICLE XX

Pensions

Dartmouth agrees with respect to the employees hired on or before December 31, 2005, to continue for the life of this Agreement the retirement plan instituted as of June 1, 1949, and as revised January 1, 1951, July 1, 1957, July 1, 1973, July 1, 1976, July 1, 1982. The percent per year was changed from 1.5% to 2.5% effective January 1, 1989, and to 2% effective January 1, 1990, and to 2.5% on January 1, 1998, 3.0% on January 1, 2006, and thereafter.

Employees hired on or after January 1, 2006, may participate in the Defined Contribution Plan. Employees who participate in the Defined Contribution Plan may make changes in their holdings at any time. Dartmouth will continue to provide a minimum contribution to this plan of the employee's salary. If Dartmouth provides any staff-wide percentage increase to the minimum contributions, the same percentage increase will be applied to the unit employees.

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. Dartmouth does not make contributions to the Supplemental Retirement Accounts.

ARTICLE XXI

Longevity

All bargaining unit employees shall be paid a longevity payment for service in accordance with the following:

5 years of consecutive service	\$350.00
10 years of consecutive service	\$500.00
15 years of consecutive service	\$700.00
20 years of consecutive service	\$900.00
25 years of consecutive service	\$1,050.00
30+ years of consecutive service (and every five (5) years thereafter)	\$1,200.00

Longevity payments will be included in the last paycheck of the calendar year. Longevity shall accrue from the first day of consecutive service as defined in this Agreement.

ARTICLE XXII Leaves of Absence

1. Introduction

A leave of absence is an authorized absence, with or without pay, in excess of thirty (30) consecutive days. Leaves of absence are granted by Dartmouth to protect employment and certain benefits rights. An employee must be a regular 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 Human Resources. While on leave, 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 unpaid leaves of absences which may be granted to eligible employees at the discretion of Dartmouth 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 Human Resources, 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 six (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 Human Resources. 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.

3. **Types of Paid Leaves of Absence**

Paid leaves of absence may be granted to eligible employees at the discretion of Dartmouth. During the term of this agreement, any additional paid leaves of absence offered to non-union employees will also be made available to union employees.

a. **Parental Leave of Absence**

Bargaining unit members will be entitled to the same Parental Leave of Absence, in accordance with published policy, as other Dartmouth employees. The current policy, which is subject to change, provides up to eight (8) weeks of paid parental leave to eligible employees following the birth, adoption, or foster care placement of a child(ren). Eligible employees with one (1) or more years of total Dartmouth eligible service at the time of the baby's birth or adoption receives six (6) weeks of base pay. Those eligible employees with less than one (1) year of total Dartmouth eligible service receive two (2) weeks at 100% of base pay and four (4) weeks at 60% of base pay.

4. Coverage of Benefit Plans During Leave of Absence

An employee who is a member of the health plan, dental plan, vision plan, supplemental benefits 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.

5. 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 Human Resources one (1) month prior to the anticipated date of return.

6. 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 Dartmouth after a leave of absence has expired will be treated as a new employee. All prior seniority, rights and benefits will be lost.

7. 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.

8. 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, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as documented by a 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 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 one thousand two hundred fifty (1,250) hours in the preceding twelve (12) months.

Benefit Coverage:

Before departing on an unpaid Family and Medical leave of absence from Dartmouth, an employee should complete a Leave of Absence request form and a Leave of Absence Benefits form to advise the Benefits Office 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 (12) 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 Dartmouth 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 (12) 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, a Family and Medical Leave of up to twelve (12) 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 (12) 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 (12) weeks in any twelve (12) month period whether taken all at once or on more than one occasion.
- d. Consistent with applicable federal regulations, Dartmouth 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 (12) 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 XXIII Uniforms and Clean-up Time

Facilities Operations and Management, Dartmouth Dining Services, Residential Operations, Procurement Services, Dartmouth Printing and Mailing Service and Real Estate Operations issue uniforms to be worn during working hours, in addition, Dartmouth College Athletic Department issues uniforms to be worn during certain working hours, such as during varsity athletic events. In certain cases the uniform provided also serves as required personal protective equipment. In each case, the quantity and type of uniform is determined by Dartmouth. In departments, where employees are permitted to take the uniforms home, uniforms are not to be worn outside of working hours except when commuting to and from work. Employees that show up for work not in uniform shall not be allowed to punch in until they are in the appropriate uniform. Uniforms shall be returned to Dartmouth upon completion of employment. It is the responsibility of the employee to maintain these uniforms and replacement of the uniform is at the discretion of the supervisor. Dartmouth will clean and maintain uniforms and personal protective equipment where required to do so by applicable laws or regulation.

Dartmouth will continue to provide uniforms or special work gear, where required by Dartmouth, as and to the extent now provided and maintained. Coveralls will be provided to heating plant employees when welding. Cold weather protective clothing, as determined by Dartmouth, 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 Dartmouth during non-working hours. Whenever necessary, employees required to wear uniforms, cold weather gear or coveralls that are

stored at work will be allowed to change into such uniforms and punch in five (5) minutes late and be allowed to punch out five (5) minutes early.

Clean up time will be allowed for employees requiring same.

For those individuals who are required by Dartmouth to wear protective footwear or are designated as eligible for cold weather footwear protection based on their jobs, Dartmouth will provide each employee required to wear protective footwear with an annual stipend as part of the first paycheck in September (or the first paycheck after September 1 that an employee returning from hiatus receives) as follows:

Slip-resistant footwear	\$ 250.00
Ankle high or regular height Safety Toed Shoes:	\$ 250.00
Cold weather Safety Toed Boots:	\$ 250.00
Electrical Safe Work Practice Shoes:	\$ 250.00

The stipend will be provided for each required pair of required footwear.

If an employee starts after September 1st, Dartmouth will provide the stipend in their first paycheck. Dartmouth determines which positions are required to wear protective footwear and the type of footwear to be worn. Failure to wear proper protective footwear while working may result in discipline in accordance with Article V.

VSG's in the Hood Museum are not required to wear uniforms. Should the Museum decide at a future time to require uniforms, the provisions of this Article will apply.

ARTICLE XXIV 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 Dartmouth 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 XXV 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 Dartmouth.

ARTICLE XXVI

Labor-Management Committee and Other Union Representation

1. A Labor-Management Committee shall be established wherein representatives of Local 560 (not to exceed six (6) in number) and representatives of Dartmouth 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 designated by the President to engage in Union business 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 Dartmouth 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 Dartmouth the opportunity to reschedule other employees to cover absences if necessary.

3. An employee representing the Union in the discussion of a grievance with representatives of Dartmouth or members of the Union Bargaining Committee (not more than eight (8) 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. Dartmouth 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 (1) 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 XXVII

Seniority

Section 1. Definition of Seniority

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

- b. A department shall consist of the employees under the supervision of one foreperson, with the exception of Dartmouth Dining Services which will be considered as one department. A revised seniority list will be provided to the Union each quarter.

Section 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 Dartmouth with or without cause. The decision of Dartmouth 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.

Section 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.

Employees of Dartmouth Dining Services covered by this Agreement shall be

afforded an opportunity to apply for work in other departments during shut down periods in accordance with the following procedure. At least three (3) weeks prior to the shut down interested employees may apply at the Campus Services Human Resources Office by completing a form indicating their availability for work during the shut down and the type of work for which they are qualified. The Campus Services Human Resources Office will contact other departments to determine if work is available. Employees who have signed up by the deadline will be notified regarding positions, hours of work, job requirements and rate of pay for any positions available. Positions will be assigned on a seniority basis for all individuals who file forms at least three (3) weeks prior to the shut down. In order to insure that Dartmouth can maintain proper staffing levels, employees who apply for and accept shut down work must perform the job assigned unless excused by Dartmouth for good reason.

Other work which may become available during shut down will be assigned to qualified employees on a "first come first served" basis, however, the parties recognize that employees have an obligation to continue to make their availability known to the Campus Services Human Resources Office should they wish a work assignment during any shut down. These shut down provisions provide for a procedure for employees to apply to work during shut downs but are not a guarantee that work will be available. Dartmouth reserves the right to reject any one who is not qualified for any temporary position. Wages for work performed during shut down as described in this Article shall be at the rate of the job to which the employee is temporarily assigned. It is understood that temporary employees will be subject to the same attendance and disciplinary policies as regular employees when performing any temporary assignment.

Section 4. Loss of Seniority

For all purposes of this Agreement continuity of service with Dartmouth shall be deemed broken and all seniority status and rights lost and employment with Dartmouth 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 Dartmouth by such notification to the employee's last known address as it appears on Dartmouth's record unless such employee is unable to return to work because of personal illness and unless they shall have so informed Dartmouth during said five (5) working day period and unless they shall report to Dartmouth for work as soon as possible after

receipt of the aforesaid notice from Dartmouth; employees who are working elsewhere at the time of receipt of notice of recall shall notify Dartmouth 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 Dartmouth 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 Dartmouth for a period of more than three (3) consecutive working days, they must notify Dartmouth or cause it to be notified before the expiration of said period of the reason for such absence; otherwise Dartmouth 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:
 - i. Less than one (1) year's seniority at time of beginning of absence--length of such seniority.
 - ii. One (1) year or more seniority at time of beginning of absence--one (1) year.

Under extenuating circumstances Dartmouth reserves the right, at its discretion, to extend this period of time.

Section 5. Transfer and Promotions

All job openings within the bargaining unit will be posted on appropriate bulletin boards for seven (7) calendar days, excluding Dartmouth 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 July 1, 1997, shall have as their seniority for bidding purposes their date of continuous service at Dartmouth. Employees who enter the bargaining unit after July 1, 1997, 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 Dartmouth 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 their 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 Dartmouth to be unsuitable for the new position within thirty (30) calendar days will be returned to their prior position. Dartmouth's determination that an employee is unsuitable for the new position will not be subject to the grievance process. Nothing in this provision will be construed to restrict Dartmouth's right to determine the employee's suitability to remain in the job after the first thirty (30) 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 nine (9) month rate will advance to the Job Rate after nine additional months of service.

Section 6. Departmental Shift Transfers

Employees hired to work in a department or shop where there is more than one shift will be advised of openings on other shifts within that department or shop through a posting. Employees who wish to transfer must notify their supervisor, in writing, within seventy-two (72) hours of 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.

Section 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 XXVIII Grievance Procedure

- a. The representatives of both Dartmouth 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 Dartmouth 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 appropriate Assistant/ Associate/Director. The Assistant/Associate/Director will meet with the employee and member of the Grievance Committee or 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 Assistant/Associate/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 Associate Vice President of Facilities Operations and Management, the Associate Vice President of Business & Hospitality and the Chief Operating

Officer of Campus Services, 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 Dartmouth) 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 Dartmouth 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 Dartmouth 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 seventy two (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 Dartmouth or not a member of the bargaining unit. Failure to provide such notice will preclude having outside consultants in attendance.

ARTICLE XXIX

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 Dartmouth's representative at Step 5 of said procedure, but not thereafter (unless and except as said ten (10) 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 Dartmouth's Chief Human Resources Officer or their designee within the time limits shown in the above paragraph. Designees of Dartmouth 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 Dartmouth, 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. Dartmouth 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 Dartmouth 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 XXVIII. 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 XXX
Wages**

1. Effective the first payroll period beginning in the fiscal year 2025, all hourly rates in effect on that date will be increased by a 2.75% general increase, then \$0.50 will be added to the increased amount.
2. Effective the first payroll period beginning in the fiscal year 2026, all hourly rates in effect on that date will be increased by a 3.5% general increase.
3. Effective the first payroll period beginning in the fiscal year 2027, all hourly rates in effect on that date will be increased by a 3.5% general increase.
4. Grade A (except where otherwise indicated)

SEIU Rate Structure YEAR 1			
Job Grade	Entry Rate	12 mo Rate	24 mo Rate
FSA Dishwasher	\$22.66	\$22.92	\$23.18
		12 mo Rate	18 mo Rate
Store Room	\$22.66	\$24.26	\$25.70
		6 mo Rate	12 mo Rate
Cooks	\$22.66	\$24.26	\$25.70

SEIU Rate Structure YEAR 2			
Job Grade	Entry Rate	12 mo Rate	24 mo Rate
FSA Dishwasher	\$23.45	\$23.72	\$23.99
		12 mo Rate	18 mo Rate
Store Room	\$23.45	\$25.11	\$26.60
		6 mo Rate	12 mo Rate
Cooks	\$23.45	\$25.11	\$26.60

SEIU Rate Structure YEAR 3			
Job Grade	Entry Rate	12 mo Rate	24 mo Rate
FSA Dishwasher	\$24.27	\$24.55	\$24.83
		12 mo Rate	18 mo Rate
Store Room	\$24.27	\$25.99	\$27.53
		6 mo Rate	12 mo Rate
Cooks	\$24.27	\$25.99	\$27.53

All such increases will be effective on the first day of the payroll period coinciding with, or following the completion of the required continuous service. The across the board increases will take place after any adjustment agreed to under this contract.

5. Shifts and Shift Premiums:

Effective July 1, 2024, employees working on the second shift as their assigned shift shall, in addition to their regular earnings for work on such shift, receive a 15% (of their base hourly pay) shift premium.

Effective July 1, 2024, employees working on the third shift as their assigned shift shall, in addition to their regular earnings for work on such shift, receive a 20% (of their base hourly pay) shift premium.

Effective July 1, 2024, employees with the designation of “lead,” in one of the following levels, as determined by Dartmouth based on the work performed by the employee designated as a lead, will receive per hour shift premium as outlined below:

- Level 1 \$1.50 per hour
- Level 2 \$2.25 per hour
- Level 3 \$3.75 per hour

Level 1: For those individuals in lead positions that have less complicated responsibilities related to the coordination/scheduling of work, supply and material ordering and that do not perform functions related to the approval of timecards, and other supervisory functions in the supervisor’s absence.

Level 2: For those individuals in lead positions, that have more complex roles related to the coordination/scheduling or work, supply and material ordering, working with contractors, and perform limited supervisory functions in the supervisor’s absence such as approving timecards.

Level 3: When the supervisory position is vacant, the level 3 pay is effective the pay period after the vacancy occurs, and will not exceed one hundred and fifty

(150) days, except by mutual agreement. The parties agree that these leads will be considered working forepersons.

Note the Real Estate Lead is a unique position having its own position description and this would not apply to that position.

- a. The position title and grade of bargaining unit members are in Attachment A.

After initial placement of an individual in a selected position, promotions may occur in accordance with the contract and will be effective the date of the promotion.

Dartmouth and Local 560 agree that the following positions will be subject to a reclassification: Mechanic, Signmaker, Master Painter, DCAD Athletic Crew Positions, Building Automation shop positions, meter technicians, and access control shop.

It is agreed that shifts are defined as follows:

- Any shift during which more than 50% of the scheduled hours fall between 7:00 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.

6. **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 (1) 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.
- g. The Union agrees that if in the future it requests that a position be reclassified and moved to Grade T or U, the Union must also show that market influences negatively affect Dartmouth's ability to recruit for and fill positions in addition to the reasons for reclassification set forth in the Collective Bargaining Agreement. The Union also agrees that market influences do not affect the rates paid for any other grades.

ARTICLE XXXI 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 Dartmouth to Dartmouth College, Hanover, New Hampshire, Attention: Chief Human Resources Officer or their designee.

ARTICLE XXXII
Entire Agreement and Legislation

This Agreement, together with a seniority list to be furnished by Dartmouth, 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 XXXIII
Publication of Contract

Two hundred and fifty (250) 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, Dartmouth 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 Dartmouth. Dartmouth 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 Dartmouth and the Local 560. Local 560 may require that any additional printing be done at a union printing shop.

ARTICLE XXXIV
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, 2027, 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 one hundred eighty (180) days prior to July 1, 2027, 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 1st 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.

SIGNATURE PAGE TO FOLLOW

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

DARTMOUTH

by: David Kotz 10/22/24
David F. Kotz, Provost Date

by: Frank Roberts 10/22/24
Frank A. Roberts, Assoc. Vice President Date

by: David J. Newlove 10/19/24
David J. Newlove, Assoc. Vice President Date

by: Gregory K. Isenor 10/21/24
Gregory K. Isenor, Assoc. Athletics Director Date

by: Sara R. Lester 10/11/24
Sara R. Lester, Chief Human Resources Officer Date

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

by: Chris Peck 10/15/24
Chris Peck, President, SEIU 560 Date

by: Billy Lyons 10/11/24
Billy Lyons, Vice President, SEIU 560 Date

by: Gene Tibbits 10/14/24
Gene Tibbits Date

by: John Tumosa 10/11/24
John Tumosa Date

by: Martha Dow 10/16/24
Martha Dow Date

by: Grace Ross 10/22/24
Grace Ross Date

by: Seth Chambers 10/18/24
Seth Chambers Date

by: Chris Gould
Chris Gould

10/15/24
Date

by: Mike Raymond
Mike Raymond

02/11/24
Date

SEIU Positions by Grade

SEIU Rate Structure effective 7/1/2024

Salary Grade A	Entry Rate	12 Month Rate	24 Month Rate
Title: Cook Helper ⁽¹⁾ Dishwasher Food Service Associate A Storeroom Helper ⁽²⁾	22.66	22.92	23.18
Salary Grade B	Entry Rate	12 Month Rate	24 Month Rate
Title:	22.46	22.97	23.49
Salary Grade C	Entry Rate	12 Month Rate	24 Month Rate
Title: Catering/Counterworker (Tuck) Cook Assistant ⁽¹⁾ Custodial Squad Leader A Custodian Storeroom Assistant ⁽²⁾	23.23	23.74	24.26
Salary Grade D	Entry Rate	9 Month Rate	Job Rate
Title:	23.69	24.20	24.72
Salary Grade D1	Entry Rate	9 Month Rate	Job Rate
Title: Groundswoker B	24.18	24.70	25.21
Salary Grade E	Entry Rate	9 Month Rate	Job Rate
Title: Athletic Events Crew I Catering/Counterworker ('53 & Small Cafe) Cook Dishwasher II Parking Monitor Storekeeper Visitor Services Guide Waste Management Worker	24.68	25.19	25.70
Salary Grade E1	Entry Rate	9 Month Rate	Job Rate
Title: Groundswoker A Shrubworker A	25.00	25.51	26.02

SEIU Positions by Grade

SEIU Rate Structure effective 7/1/2024

Salary Grade F	Entry Rate	9 Month Rate	Job Rate
Title: Athletic Events Crew II Fire Safety Technician C Mail Carrier/Sorter Pavilion Counterworker Service Coordinator	25.31	25.83	26.34
Salary Grade G	Entry Rate	9 Month Rate	Job Rate
Title: Athletic Events Crew/Assistant Lead Golf Course Oper A/Skiway Operator	25.82	26.33	26.85
Salary Grade H	Entry Rate	9 Month Rate	Job Rate
Title: Tree Worker Turf Worker	27.29	27.80	28.31
Salary Grade I	Entry Rate	9 Month Rate	Job Rate
Title: Lead Mail and Delivery Specialist Mail and Delivery Specialist	28.09	28.60	29.12
Salary Grade J	Entry Rate	9 Month Rate	Job Rate
Title:	28.93	29.44	29.96
Salary Grade K	Entry Rate	9 Month Rate	Job Rate
Title: Barista-First Counterworker Building Repair Technician I First Counterworker First Custodial Responder - Maintenance Worker Lead Warehouse Operator Maintenance Worker I Stockroom Operator Warehouse Operator	29.86	30.37	30.88

SEIU Positions by Grade

SEIU Rate Structure effective 7/1/2024

Salary Grade L	Entry Rate	9 Month Rate	Job Rate
Title:	30.46	30.98	31.49
Assistant Greenskeeper/Skiway Operator			
Athletic Events Mechanic			
Athletics Events Lead			
Building Service Technician I			
First Cook			
First Storekeeper			
Golf Course Mechanic			
Maintenance Worker II			
Painter A			
Plumbing/HVAC Service Technician I			
Refrigeration/HVAC Service Technician I			
Senior Food Service Associate			
Welder-Fabricator I			
Salary Grade M	Entry Rate	9 Month Rate	Job Rate
Title:	31.26	31.78	32.29
Building Repair Technician II			
Building Service Technician II			
Carpenter B			
Head Storekeeper			
Lead Butcher			
Welder-Fabricator II			
Salary Grade N	Entry Rate	9 Month Rate	Job Rate
Title:	31.63	32.15	32.66
Carpenter A			
Electrician B			
Fire Safety Technician B			
Grounds Equipment Mechanic			
Mason			
Master Painter			
Roofer A			
Signmaker			
Salary Grade O	Entry Rate	9 Month Rate	Job Rate
Title:	33.80	34.32	34.83
Building Controls/HVAC Technician			
Fire Safety Technician A (Fire Alarm Systems)			
Fire Safety Technician A (Sprinkler Systems)			
First Cook - Senior			
Locksmith/Access Control Tech B			
Mechanic			

SEIU Positions by Grade

SEIU Rate Structure effective 7/1/2024

Salary Grade P	Entry Rate	9 Month Rate	Job Rate
Title:	34.48	34.99	35.51
Building Automation Control Technician B			
Lead Facilities Maintenance Worker			
Metering Technician			
Building Service Technician III			
Plumbing HVAC/Service Technician II			
Salary Grade Q	Entry Rate	9 Month Rate	Job Rate
Title:	35.16	35.67	36.19
Access Control and Security Technician A			
Building Automation Control Technician A			
Campus Arborist			
Electrician II			
Electronics and Access Control Technician A			
Master Carpenter			
Turf Manager			
Salary Grade R	Entry Rate	9 Month Rate	Job Rate
Title:	36.49	37.01	37.52
Troubleshooter			
Salary Grade S	Entry Rate	9 Month Rate	Job Rate
Title:	37.83	38.34	38.86
Building Service Technician IV			
Electrician III			
Emergency Generator Technician			
LP Gas and Oil Burner Technician			
Master Fire Safety Technician			
Plumbing/HVAC Service Technician III - Licensed			
Refrigeration/HVAC Service Technician II			
Welding-Fabricator III			
Salary Grade T	Entry Rate	9 Month Rate	Job Rate
Title:	39.19	39.70	40.21
Access Control and Security Master			
Master Troubleshooter			
Master Plumber			
Salary Grade U	Entry Rate	9 Month Rate	Job Rate
Title:	40.57	41.09	41.60
Electrician IV			
Heating Plant Operator			
Instrument & Control Technician			
Master Building Automation Technician			
Plant Mechanic/Plant Operator			
Refrigeration/HVAC Technician III			

SEIU Positions by Grade

SEIU Rate Structure effective 7/1/2024

Notes:

(1) All cooks hired in DDS will be hired at the "job rate" for the level to which assigned. Cooks will generally be hired at job rate and will follow a progression of six (6) months at level 1 (Grade A) followed by a promotion to level 3 (Grade C) where they will work for 6 (six) months, followed by promotion to level 5 (Grade E).

(2) All storekeepers hired in DDS will be hired at the "job rate" for the level to which assigned. Storeroom Helpers will generally be hired at level 1 and will follow a progression of 12 (twelve) months at level 1 (Grade A) followed by a promotion to level 3 (Grade C) where they will work for 6 (six) months, followed by promotion to level 5 (Grade E).

Employees with the designation of "lead," in one of the following levels, as determined by the College based on the work performed by the employee designated as a lead, will receive per hour shift premium as outlined below:

Level 1 \$1.50 per hour

Level 2 \$2.25 per hour

Level 3 \$3.75 per hour

SEIU Positions by Grade*SEIU Rate Structure effective 7/1/2025*

Salary Grade A	Entry Rate	12 Month Rate	24 Month Rate
Title: Cook Helper ⁽¹⁾ Dishwasher Food Service Associate A Storeroom Helper ⁽²⁾	23.45	23.72	23.99
Salary Grade B	Entry Rate	12 Month Rate	24 Month Rate
Title:	23.25	23.77	24.31
Salary Grade C	Entry Rate	12 Month Rate	24 Month Rate
Title: Catering/Counterworker (Tuck) Cook Assistant ⁽¹⁾ Custodial Squad Leader A Custodian Storeroom Assistant ⁽²⁾	24.04	24.57	25.11
Salary Grade D	Entry Rate	9 Month Rate	Job Rate
Title:	24.52	25.05	25.59
Salary Grade D1	Entry Rate	9 Month Rate	Job Rate
Title: Groundsworker B	25.03	25.56	26.09
Salary Grade E	Entry Rate	9 Month Rate	Job Rate
Title: Athletic Events Crew I Catering/Counterworker ('53 & Small Cafe) Cook Dishwasher II Parking Monitor Storekeeper Visitor Services Guide Waste Management Worker	25.54	26.07	26.60
Salary Grade E1	Entry Rate	9 Month Rate	Job Rate
Title: Groundsworker A Shrubworker A	25.88	26.40	26.93
Salary Grade F	Entry Rate	9 Month Rate	Job Rate
Title: Athletic Events Crew II Fire Safety Technician C Mail Carrier/Sorter Pavilion Counterworker Service Coordinator	26.20	26.73	27.26

ATTACHMENT A

SEIU Positions by Grade

SEIU Rate Structure effective 7/1/2025

Salary Grade	Entry Rate	9 Month Rate	Job Rate
Salary Grade G			
Title: Athletic Events Crew/Assistant Lead Golf Course Oper A/Skiway Operator	26.72	27.25	27.79
Salary Grade H			
Title: Tree Worker Turf Worker	28.25	28.77	29.30
Salary Grade I			
Title: Lead Mail and Delivery Specialist Mail and Delivery Specialist	29.07	29.60	30.14
Salary Grade J			
Title:	29.94	30.47	31.01
Salary Grade K			
Title: Barista-First Counterworker Building Repair Technician I First Counterworker First Custodial Responder - Maintenance Worker Lead Warehouse Operator Maintenance Worker I Stockroom Operator Warehouse Operator	30.91	31.43	31.96
Salary Grade L			
Title: Assistant Greenskeeper/Skiway Operator Athletic Events Mechanic Athletics Events Lead Building Service Technician I First Cook First Storekeeper Golf Course Mechanic Maintenance Worker II Painter A Plumbing/HVAC Service Technician I Refrigeration/HVAC Service Technician I Senior Food Service Associate Welder-Fabricator I	31.53	32.06	32.59

SEIU Positions by Grade*SEIU Rate Structure effective 7/1/2025*

Salary Grade M	Entry Rate	9 Month Rate	Job Rate
Title:	32.35	32.89	33.42
Building Repair Technician II			
Building Service Technician II			
Carpenter B			
Head Storekeeper			
Lead Butcher			
Welder-Fabricator II			
Salary Grade N	Entry Rate	9 Month Rate	Job Rate
Title:	32.74	33.28	33.80
Carpenter A			
Electrician B			
Fire Safety Technician B			
Grounds Equipment Mechanic			
Mason			
Master Painter			
Roofer A			
Signmaker			
Salary Grade O	Entry Rate	9 Month Rate	Job Rate
Title:	34.98	35.52	36.05
Building Controls/HVAC Technician			
Fire Safety Technician A (Fire Alarm Systems)			
Fire Safety Technician A (Sprinkler Systems)			
First Cook - Senior			
Locksmith/Access Control Tech B			
Mechanic			
Salary Grade P	Entry Rate	9 Month Rate	Job Rate
Title:	35.69	36.21	36.75
Building Automation Control Technician B			
Lead Facilities Maintenance Worker			
Metering Technician			
Building Service Technician III			
Plumbing HVAC/Service Technician II			
Salary Grade Q	Entry Rate	9 Month Rate	Job Rate
Title:	36.39	36.92	37.46
Access Control and Security Technician A			
Building Automation Control Technician A			
Campus Arborist			
Electrician II			
Electronics and Access Control Technician A			
Master Carpenter			
Turf Manager			

SEIU Positions by Grade

SEIU Rate Structure effective 7/1/2025

Salary Grade R	Entry Rate	9 Month Rate	Job Rate
Title: Troubleshooter	37.77	38.31	38.83
Salary Grade S	Entry Rate	9 Month Rate	Job Rate
Title: Building Service Technician IV Electrician III Emergency Generator Technician LP Gas and Oil Burner Technician Master Fire Safety Technician Plumbing/HVAC Service Technician III - Licensed Refrigeration/HVAC Service Technician II Welding-Fabricator III	39.15	39.68	40.22
Salary Grade T	Entry Rate	9 Month Rate	Job Rate
Title: Access Control and Security Master Master Troubleshooter Master Plumber	40.56	41.09	41.62
Salary Grade U	Entry Rate	9 Month Rate	Job Rate
Title: Electrician IV Heating Plant Operator Instrument & Control Technician Master Building Automation Technician Plant Mechanic/Plant Operator Refrigeration/HVAC Technician III	41.99	42.53	43.06

Notes:

(1) All cooks hired in DDS will be hired at the “job rate” for the level to which assigned. Cooks will generally be hired at job rate and will follow a progression of six (6) months at level 1 (Grade A) followed by a promotion to level 3 (Grade C) where they will work for 6 (six) months, followed by promotion to level 5 (Grade E).

(2) All storekeepers hired in DDS will be hired at the “job rate” for the level to which assigned. Storeroom Helpers will generally be hired at level 1 and will follow a progression of 12 (twelve) months at level 1 (Grade A) followed by a promotion to level 3 (Grade C) where they will work for 6 (six) months, followed by promotion to level 5 (Grade E).

Employees with the designation of “lead,” in one of the following levels, as determined by the College based on the work performed by the employee designated as a lead, will receive per hour shift premium as outlined below:

- Level 1 \$1.50 per hour
- Level 2 \$2.25 per hour
- Level 3 \$3.75 per hour

SEIU Positions by Grade

SEIU Rate Structure effective 7/1/2026

Salary Grade A	Entry Rate	12 Month Rate	24 Month Rate
Title:	24.27	24.55	24.83
Cook Helper ⁽¹⁾			
Dishwasher			
Food Service Associate A			
Storeroom Helper ⁽²⁾			
Salary Grade B	Entry Rate	12 Month Rate	24 Month Rate
Title:	24.06	24.60	25.16
Salary Grade C	Entry Rate	12 Month Rate	24 Month Rate
Title:	24.88	25.43	25.99
Catering/Counterworker (Tuck)			
Cook Assistant ⁽¹⁾			
Custodial Squad Leader A			
Custodian			
Storeroom Assistant ⁽²⁾			
Salary Grade D	Entry Rate	9 Month Rate	Job Rate
Title:	25.38	25.93	26.49
Salary Grade D1	Entry Rate	9 Month Rate	Job Rate
Title:	25.91	26.45	27.00
Groundswoker B			
Salary Grade E	Entry Rate	9 Month Rate	Job Rate
Title:	26.43	26.98	27.53
Athletic Events Crew I			
Catering/Counterworker ('53 & Small Cafe)			
Cook			
Dishwasher II			
Parking Monitor			
Storekeeper			
Visitor Services Guide			
Waste Management Worker			
Salary Grade E1	Entry Rate	9 Month Rate	Job Rate
Title:	26.79	27.32	37.87
Groundswoker A			
Shrubworker A			
Salary Grade F	Entry Rate	9 Month Rate	Job Rate
Title:	27.12	27.67	28.21
Athletic Events Crew II			
Fire Safety Technician C			
Mail Carrier/Sorter			
Pavilion Counterworker			
Service Coordinator			

SEIU Positions by Grade*SEIU Rate Structure effective 7/1/2026*

Salary Grade G	Entry Rate	9 Month Rate	Job Rate
Title: Athletic Events Crew/Assistant Lead Golf Course Oper A/Skiway Operator	27.66	28.20	28.76
Salary Grade H	Entry Rate	9 Month Rate	Job Rate
Title: Tree Worker Turf Worker	29.24	29.78	30.33
Salary Grade I	Entry Rate	9 Month Rate	Job Rate
Title: Lead Mail and Delivery Specialist Mail and Delivery Specialist	30.09	30.64	31.19
Salary Grade J	Entry Rate	9 Month Rate	Job Rate
Title:	30.99	31.54	32.10
Salary Grade K	Entry Rate	9 Month Rate	Job Rate
Title: Barista-First Counterworker Building Repair Technician I First Counterworker First Custodial Responder - Maintenance Worker Lead Warehouse Operator Maintenance Worker I Stockroom Operator Warehouse Operator	31.99	32.53	33.08
Salary Grade L	Entry Rate	9 Month Rate	Job Rate
Title: Assistant Greenskeeper/Skiway Operator Athletic Events Mechanic Athletics Events Lead Building Service Technician I First Cook First Storekeeper Golf Course Mechanic Maintenance Worker II Painter A Plumbing/HVAC Service Technician I Refrigeration/HVAC Service Technician I Senior Food Service Associate Welder-Fabricator I	32.63	33.18	33.73

SEIU Positions by Grade*SEIU Rate Structure effective 7/1/2026*

Salary Grade M	Entry Rate	9 Month Rate	Job Rate
Title:	33.48	34.04	34.59
Building Repair Technician II			
Building Service Technician II			
Carpenter B			
Head Storekeeper			
Lead Butcher			
Welder-Fabricator II			
Salary Grade N	Entry Rate	9 Month Rate	Job Rate
Title:	33.89	34.44	34.98
Carpenter A			
Electrician B			
Fire Safety Technician B			
Grounds Equipment Mechanic			
Mason			
Master Painter			
Roofer A			
Signmaker			
Salary Grade O	Entry Rate	9 Month Rate	Job Rate
Title:	36.20	36.76	37.31
Building Controls/HVAC Technician			
Fire Safety Technician A (Fire Alarm Systems)			
Fire Safety Technician A (Sprinkler Systems)			
First Cook - Senior			
Locksmith/Access Control Tech B			
Mechanic			
Salary Grade P	Entry Rate	9 Month Rate	Job Rate
Title:	36.94	37.48	38.04
Building Automation Control Technician B			
Lead Facilities Maintenance Worker			
Metering Technician			
Building Service Technician III			
Plumbing HVAC/Service Technician II			
Salary Grade Q	Entry Rate	9 Month Rate	Job Rate
Title:	37.66	38.21	38.77
Access Control and Security Technician A			
Building Automation Control Technician A			
Campus Arborist			
Electrician II			
Electronics and Access Control Technician A			
Master Carpenter			
Turf Manager			

SEIU Positions by Grade

SEIU Rate Structure effective 7/1/2026

Salary Grade R	Entry Rate	9 Month Rate	Job Rate
Title: Troubleshooter	39.09	39.65	40.19

Salary Grade S	Entry Rate	9 Month Rate	Job Rate
Title: Building Service Technician IV Electrician III Emergency Generator Technician LP Gas and Oil Burner Technician Master Fire Safety Technician Plumbing/HVAC Service Technician III - Licensed Refrigeration/HVAC Service Technician II Welding-Fabricator III	40.52	41.07	41.63

Salary Grade T	Entry Rate	9 Month Rate	Job Rate
Title: Access Control and Security Master Master Troubleshooter Master Plumber	41.98	42.53	43.08

Salary Grade U	Entry Rate	9 Month Rate	Job Rate
Title: Electrician IV Heating Plant Operator Instrument & Control Technician Master Building Automation Technician Plant Mechanic/Plant Operator Refrigeration/HVAC Technician III	43.46	44.02	44.57

Notes:

(1) All cooks hired in DDS will be hired at the "job rate" for the level to which assigned. Cooks will generally be hired at job rate and will follow a progression of six (6) months at level 1 (Grade A) followed by a promotion to level 3 (Grade C) where they will work for 6 (six) months, followed by promotion to level 5 (Grade E).

(2) All storekeepers hired in DDS will be hired at the "job rate" for the level to which assigned. Storeroom Helpers will generally be hired at level 1 and will follow a progression of 12 (twelve) months at level 1 (Grade A) followed by a promotion to level 3 (Grade C) where they will work for 6 (six) months, followed by promotion to level 5 (Grade E).

Employees with the designation of "lead," in one of the following levels, as determined by the College based on the work performed by the employee designated as a lead, will receive per hour shift premium as outlined below:

- Level 1 \$1.50 per hour
- Level 2 \$2.25 per hour
- Level 3 \$3.75 per hour

Flexible Scheduling Agreement

Whereas, Dartmouth College ("the College") and the Service Employees International Union Local 560 ("Union") are parties to a Collective Bargaining Agreement ("Contract");

Whereas, Article VIII of the Contract provides for Flexible Scheduling deviating from the usual five day per week schedule with the written agreement of the Union and the affected employees;

Whereas, the parties have agreed to implement Flexible Scheduling and some positions will be modified from five eight-hour days to four ten-hour days;

Now, therefore, the College and the Union agree as follows:

1. **Management discretion.** The College will determine the types and numbers of positions which are eligible for a four-day schedule and retains all scheduling discretion for such positions. The parties acknowledge that schedule adjustments, including temporary changes back to five eight-hour days, will be necessary as set forth in Paragraph 3 and on other occasions due to the unique operational challenges of ten-hour day scheduling. The College will make reasonable efforts to comply with the Article VIII requirement of forty-eight hours' notice prior to any change in schedule; however, such notice will not always be feasible for ten-hour day positions.
2. **Vacation Scheduling.** Departments will develop policies regarding advance notice for vacation scheduling. Such policies will minimize the need for schedule adjustments without adequate notice.
3. **Holidays and Winter Break.** All weeks containing either a holiday or a winter break day, or both, will be scheduled with five eight-hour days and all holidays will be paid (8) hours at regular straight time pay.
4. **Selection for Positions.** No employee who is currently working a five day per week schedule will be required to switch to four days per week. The College will develop a schedule for available ten-hour day positions and interested employees may apply for any ten-hour positions within their position title. Positions will be awarded based on seniority. Each employee awarded a ten-hour day position will sign an agreement consenting to the adjustment in schedule as required in Article VIII.
5. **Article VIII.** All provisions of Article VIII regarding Flexible Scheduling are incorporated into this Agreement and the parties reiterate that the intent of any ten-hour day schedule change "is not to decrease or increase benefits, but rather to maintain the

contractual integrity.” The total amount of paid time off awarded under the contract will not change for employees working ten-hour days. However, time off amounts will be awarded in “hours” rather than “days” with each ten-hour day employee receiving eight hours of time off for each “day” of time off referenced in the Contract.

6. **Overtime.** Ten-hour day employees will be eligible for overtime after working normally scheduled hours on any given day.

7. **Termination of Flexible Schedule Positions.** The College retains discretion to determine which positions can work a Flexible Schedule and to end any or all ten-hour day schedules at any time with thirty days’ written notice as set forth in Article VIII. This thirty days’ notice applies only to changing a ten-hour day schedule back to an eight-hour day schedule indefinitely, and does not apply to temporary schedule modifications as discussed in Paragraph 1.

8. **Agreement.** This Agreement reflects the parties complete understanding regarding this matter, and there are no additional promises or obligations.

DARTMOUTH COLLEGE

By: 

Date: 1/31/19

SERVICE EMPLOYEES INTERANTIONAL UNION, Local 560

By: 

Date: 1/31/19

Attachment #2

American Arbitration Association

SEIU Local 560

Case No. 01-14-0000-5511

And

Dartmouth College

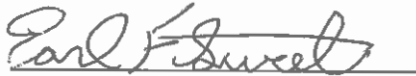
October 2, 2014

(Disability benefits)


Agreement

SEIU Local 560 ("Union") and Dartmouth College ("Dartmouth") hereby agree to the following:

1. As of the payroll cycle following the date of this agreement, Dartmouth will not require employees who are on STD and receiving 60% pay to use vacation time or personal time to make up the difference between 60% and 100% of their pay.
2. The Union would withdraw the grievance without prejudice
3. No employees would be entitled to any credit of vacation or personal time as a result of this agreement.



SEIU Local 560


Dartmouth College

10-2-14

Date

10-2-14

Date

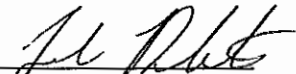
1/19

Memorandum of Agreement

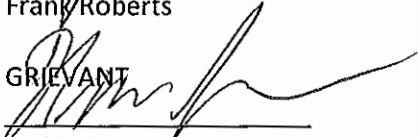
This Agreement is entered into between Dartmouth College ("Dartmouth") and the Service Employees International Union, Local 560 ("Union"). The parties agree that the September 3, 2013 grievance filed by Todd Slocum (Grievant) is resolved as follows:

1. Grievant will be restored four hours of personal time used on July 11 and nine hours of vacation time used on August 1 and 2.
2. The grievance of September 3, 2013 is withdrawn with prejudice.
3. The Union and the College agree to the following procedures for jury duty:
 - a. Employees will provide their supervisor as much advance notice as possible when they are called for jury duty and in all cases will provide at least 72 hours' notice.
 - b. In order to be eligible for pay pursuant to Article XXVI, Paragraph (a) employees must provide documentation from the court regarding days and hours served and compensation received from the court.
 - c. If time spent on jury duty including travel time from the location of jury duty to Hanover is less than four hours, employees will be paid their regular rate of pay for time served minus compensation (excluding expenses) received from the court and are expected to report to work for the remainder of their shift or use personal or vacation time.
 - d. If time spent on jury duty including travel time to Hanover is four hours or greater, employees will not be expected to report to work and will be paid for their entire shift minus compensation (excluding expenses) received from the court.
 - e. Second and third shift employees who are called for jury duty will have their hours changed to first shift for the days they are required to serve. The applicable shift premium will be used to determine the regular rate of pay to be paid pursuant to Paragraphs "c" and "d" above for the days they serve.

DARTMOUTH COLLEGE
Facilities Operation and Management

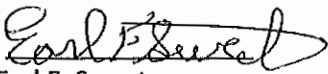
By: 
Frank Roberts

Date: 1-31-14

GRIEVANT

Todd Slocum

Date: 1-8-14
~~1-10-14~~

SERVICE EMPLOYEES INTERNATIONAL UNION, Local 560

By: 
Earl F. Sweet

Date: 1-17-14

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.

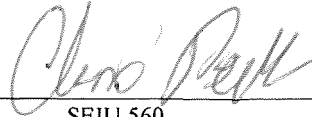
AGREEMENT

This letter will confirm that Dartmouth College and the Union have agreed to meet and discuss how to respond to employees who seek to move from one bargaining unit to another by applying for open positions.

Agreed



Dartmouth College
Richard Mills, Executive Vice President



SEIU 560
Christopher Peck, President

5/20/22
Date

6/15/22
Date

AGREEMENT

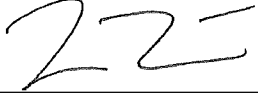
This letter is to ensure that employees who have sick leave accumulated prior to July 1, 1985, may use this sick leave to supplement the current Personal Leave and Short Term Disability programs, with any unused balance paid at termination. Payment will be made at the straight-time rate in effect at the date of termination.

To be eligible for the above payment of accumulated sick leave, an employee must leave the employ of the College under the following circumstances:

- (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).

The College will provide the Union with a list of employees eligible for this program.

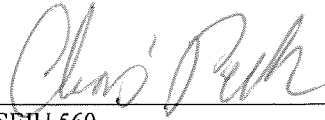
Agreed



Dartmouth College
Richard Mills, Executive Vice President

5/20/22

Date



SETU 560
Christopher Peck, President

6/15/22


Date

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.

Agreed



Dartmouth College
Richard Mills, Executive Vice President

5/20/22
Date



SEIU 560
Christopher Peck, President

6/15/22
Date

AGREEMENT

In the case of an announced intent to retire or resign, submitted in writing by a Union member to the supervisor, the College will begin the six month temporary employee time limit effective as of the date of receipt of the written resignation letter. This in no way commits the College to a forced hiring requirement.

Issues concerning the hiring of specific positions where the College experiences recruitment difficulty may be reviewed at a Labor/Management Committee meeting for discussion and resolution.

Agreed



Dartmouth College
Richard Mills, Executive Vice President

5/20/22

Date



SEIU 560
Christopher Peck, President

6/15/22

Date

Attachment #10

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.

Agreed



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Christopher Peck, President

6/15/22

Date

Attachment #11

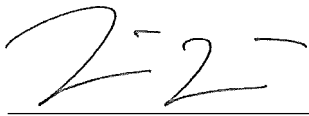
Agreement

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.

Agreed



Dartmouth College
Richard Mills, Executive Vice President

5/20/22

Date:



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Christopher Peck, President

5/15/22

Date:

DARTMOUTH

Campus Services | Facilities Operations and Management

6 Vox Lane, McKenzie Hall
Hanover, New Hampshire 03755
603-646-2288
frank.a.roberts@dartmouth.edu

To: Chris Peck
SEIU President

From: Frank Roberts
Associate Vice-President

Date: November 10, 2021

RE: Residential Operations Cell Phone Stipend

Issue: Some Residential Operations Custodial Services staff receive a cell phone stipend and some do not.

Background: We have not been providing a cell phone stipend to recently hired Residential Operations Custodians, as it is not consistent with Dartmouth policy.

https://www.dartmouth.edu/finance/documents/purchasing_tab_documents/mobile_device_services_policy_forms.pdf

The cell phone stipend started approximately 10 years ago only in Residential Operations, well before the Dartmouth policy and subsequent Campus Services Policy was developed. In addition, the number of our staff that carry cell phones and how companies charge for cell phones has changed significantly.

There are three criteria as outlined in the present Dartmouth policy

- o Employee is required to be fully accessible, at any time of day, to the public, Dartmouth faculty, students, staff, or alumni by telephone or electronically*
- o Employee's job requires frequent travel to a remote location or significant time away from their office*
- o The employee has the need to receive or initiate communications in emergency situations*

The last bullet is intended to apply to those who are routinely expected to be involved in emergency situations such as our refrigeration technicians, gas burner technicians, who either serve on call or expected to respond to urgent service calls. We do issue Dartmouth issued cell phones for other positions in the shops where technology is used frequently as part of the work process and communication. Of the bullet points above the closest that may apply is the third bullet, however, the expectation of the custodian is no greater than any other employee on campus, if they are initiating an emergency conversation. We would expect them to call 911 or Safety and Security in an emergency, just as any other employee on campus. The use when we contact them for opening a door or assistance with controlled storage.

The policy does provide for reimbursing staff for personal calls as outlined in the following section and we would follow this policy if any staff have incremental expenses for occasional incremental business.

Reimbursement for Business Related Calls

- Employees that do not qualify for Dartmouth owned devices or service stipends may submit expense reimbursement requests for occasional, incremental business expenses.*
- Incremental business expenses are those expenses that result in additional costs that are above and beyond the employee's normal calling plan (e.g. excess minutes, roaming charges).*
- To be reimbursed for calls or service, an employee must document the additional costs incurred and the business purpose.*

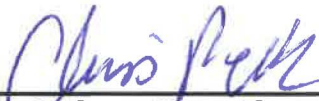
This is the language that would apply to the other individuals in FO&M that have incremental expenses related to work use of their cell phone.

DARTMOUTH

The practice that developed in Residential Operations prior to it reporting to FO&M is inconsistent with the practices in the remaining areas in Facilities Operations and Management.

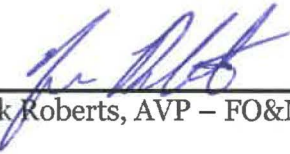
Proposed Resolution: Until the next contract negotiations and starting effective September 1, 2021, we will provide a stipend to all union custodial staff for Residential Operations that request a stipend under the following circumstances.

- This does not set a precedent for the remaining departments in FO&M and they will continue to follow Dartmouth policy and past practice in those areas.
- The union will not seek back pay for the custodial staff that did not receive stipends prior to this agreement.
- The phone stipend will be \$12 per month. No additional expenses such as charging cords or protective cases will be reimbursed by Dartmouth as the cell phone is meant to not only contribute towards the monthly plan, but these expenses as well.
- Residential Operations Custodial staff that receive the stipend will carry their cell phone with them answer when called or texted by FO&M Work Control or management and abide by FO&M Cell phone guidelines.



11/10/21

Chris Peck, SEIU President Local 560



11/10/21

Frank Roberts, AVP – FO&M

