

**AGREEMENT**

*between*

**DARTMOUTH COLLEGE  
HANOVER, NH**

*and*

**STUDENT WORKERS COLLECTIVE AT DARTMOUTH  
HANOVER, NH**

March 19, 2023-March 18, 2025

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## **AGREEMENT**

**AGREEMENT** made by and between the Student Workers Collective at Dartmouth, hereinafter referred to as the “Union” or the “SWCD,” and the Trustees of Dartmouth College, Hanover, New Hampshire, hereinafter referred to as the “College.”

### **ARTICLE I.            RECOGNITION**

In accordance with the NLRB certification in Case No. 01-RC-290146 dated April 7, 2022, the College recognizes the Student Workers Collective at Dartmouth as the exclusive collective bargaining representative of DDS student workers in the following appropriate unit: all full-time and regular part-time student employees of the Dartmouth Dining Services including Dining Student Associates, Area Managers, Student Supervisors, and Cashiers, but excluding all non-student Dining Services employees, confidential employees, managers, guards and professional employees and supervisors as defined by the Act.

### **ARTICLE II.            UNION MEMBERSHIP AND DUES DEDUCTION**

A. It shall be a condition of employment that all DDS student workers shall maintain union membership (or pay agency fees, as per C. below). At the time of this Agreement's effective date, student workers who are:

1. Members of the Union in good standing shall remain members in good standing;
2. Not members in good standing shall, by the thirtieth (30th) subsequent calendar day, become and remain members in good standing of the Union; or
3. Hired on or after this date shall, by the thirtieth (30th) calendar day following the beginning of such employment, become and remain members in good standing of the Union.

B. Agency Fees. Student workers shall have the right to, in lieu of union membership, pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

C. Amounts.

1. Each year, the Union shall establish and certify in writing to the College's Human Resources Department the amounts of dues and agency fees applicable to the bargaining unit and the Union's applicable bank account information for purposes of remitting dues via wire transfer. The most current payroll deduction

authorization form for any deductions authorized under this Article shall also be provided by the Union to the College.

2. The College agrees to deduct monthly and remit to the SWCD dues or agency fees in the amount certified in writing by the union from earned wages of DDS student workers who are members of the Union, provided those workers authorize such deductions in writing to the College.

D. Student/Employee Distinction. In no circumstance shall any provision in this Article affect a DDS student worker's student status. Any consequences of this Article shall only apply to their employment as a student worker in Dartmouth Dining Services.

### **ARTICLE III. PROVISION OF INFORMATION & FERPA**

The Union will provide all current and new bargaining unit members with a copy of a FERPA Release Form, either in paper format or a format where the Form can be completed and submitted to the College electronically. The form will contain the following:

- A provision allowing the unit member, at their option, to waive their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information that may be sought by the Union for representational purposes and to which the Union would ordinarily be entitled under the National Labor Relations Act.
- A statement that the Union, if provided access to such information, may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the unit member's prior written consent.
- An option for the bargaining unit member to decline to waive their privacy rights under FERPA.
- Information about how the unit member can change their selection in the future.

The Union agrees that if a bargaining unit member has not provided the College with a copy of an executed FERPA Release form, the College is excused from any obligation to provide any non-directory personally identifiable information about that member to the Union (upon request or otherwise), unless and until the form is provided. The Union reserves the right to receive the directory information of all new hires as they are hired without need for the form who have not opted out of their FERPA directory information's disclosure.

The parties agree that the Union is not entitled to information about a unit member that does not describe or directly evidence their employment with Dartmouth Dining Services, including but not limited to with regard to coursework, enrollment, academic visa status, grades or academic progress, employment with other business units of the College, or similar records.

The Union agrees not to disclose any personally identifiable information that it receives about any bargaining unit member absent the member's prior written consent. Nothing in this Article should be construed as reflecting any agreement or understanding as to the application of FERPA to any particular category of bargaining unit member information.

Notwithstanding the foregoing Article III, the College will, no later than the end of the second week of each calendar quarter, provide to the Union an encrypted electronic file with the name, local address, cell phone numbers, Dartmouth email address, and position for each member of the bargaining unit as of the date of the report, with the exception of information pertaining to any bargaining unit member who has opted out of their FERPA directory information's disclosure and who has not executed a FERPA Release form.

#### **ARTICLE IV.            UNION ORIENTATION**

The union will be given 30 paid minutes of orientation time following the shift sign-up meeting that takes place at the start of every term. For workers who are not scheduled for such meetings, the union and administration will work together to find an alternative orientation time.

#### **ARTICLE V.            MANAGEMENT RIGHTS**

Except as contained in the agreement between the Union and the College, as an express provision, which specifically relinquishes or limits the rights or discretion of the College, all rights, functions and prerogatives of management, whether or not formerly exercised, are vested exclusively in the College including, but not limited to the right to:

- Establish, modify, direct, and control the means, methods, personnel, supplies, vendors, facilities, financial and payroll procedures, and all other processes through which the College conducts its programs, services, and operations, including but not limited to taking any and all action necessary to maintain efficiency, safety, and effectiveness;
- Subtract, modify, or discontinue any or all portion(s) of the College's programs, services, and operations;
- Hire, suspend, transfer, discipline, lay off, or terminate DDS student workers or regular employees;
- Direct and assign work, establish training requirements and conduct training, set individual schedules and hours of work, and supervise DDS student workers or regular employees;
- Determine and modify the qualifications and job responsibilities of DDS student workers or regular employees;
- Employ non-bargaining unit temporary workers and/or SEIU employees not covered by this agreement;
- Establish, apply, and modify any and all policies, procedures, and rules relating to academic and degree expectations, enrollment matters, and student affairs of the College, including (but not limited to) with respect to tuition, fees, costs, financial aid, admissions,

curriculum offerings and schedules, academic calendar, credits, athletics, faculty employment, student resources, campus health and safety, student groups and activities, housing, academics, faculty, alumni, etc.;

- Establish new job classifications within the bargaining unit;
- Establish and modify standards of conduct and to discipline or discharge unit members for just cause;
- Establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
- Establish and modify work rules, regulations and policies; and
- Take any and all actions the College may, in its discretion, deem necessary to carry out the College's and Dartmouth Dining Services mission in emergencies, including but not limited to a public health emergency, attack, war, extreme weather, or other natural disaster or act of God, notwithstanding any contrary language in the Agreement.

Nothing in this Article or elsewhere in this Agreement is intended to modify or supersede the rules and regulations governing disciplinary proceedings of the Dartmouth College Committee on Standards (COS), the Dean of the College, or any other College authorities with disciplinary responsibility over students.

#### **ARTICLE VI. HOUR AND WORKLOAD SECURITY**

A. A termly shift selection meeting, where all DDS student workers will be present to select shifts for the term, will take place at every work location at a reasonably accessible time at the beginning of each academic term.

B. Due to business operational needs, if a scheduled shift is eliminated, a work shift will be made available at other dining locations for the same time-period of the eliminated shift.

C. In instances where student work shifts may be changed or altered, DDS management will give a minimum of one week's notice of the potential shift change. See section B for remedy.

#### **ARTICLE VII. DISCIPLINE AND DISCHARGE**

A. DDS student workers shall not be disciplined or discharged without just cause. The principle of progressive discipline shall be followed in imposing any discipline. In accordance with the NLRA, DDS student workers shall have the right to request union representation in any investigatory interview that they reasonably believe will lead to disciplinary action.

B. If a DDS student worker is discharged, suspended, or otherwise disciplined and 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. 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.

C. Nothing in this Article VII or elsewhere in this Agreement is intended to modify or supersede the rules and regulations governing disciplinary proceedings of the Dartmouth College Committee on Standards (COS), the Dean of the College, or any other College authorities with disciplinary responsibility over students.

## **ARTICLE VIII.            HEALTH AND SAFETY**

The College will continue its efforts to maintain a safe and healthy work environment by complying with all applicable federal and state health safety laws and regulations for the protection of the health and safety of the College's employees and students.

DDS student workers must comply with all applicable health and safety laws, rules, and requirements, including all DDS health and safety policies and procedures. DDS student workers are responsible for immediately reporting situations involving unsafe working conditions to their supervisor.

## **ARTICLE IX.            JOINT HEALTH & SAFETY COMMITTEE**

A. Dining career managers who directly oversee food service units staffed with DDS student workers can request to meet at least once an academic term to conduct a Safety Committee meeting. No more than 4 SWCD representatives and 4 career Dining managers will meet in person to discuss pending or current safety concerns.

B. Meetings will be scheduled for one hour and employees will be paid their base job rate to attend the Safety Committee meeting.

### **Purpose:**

- Promote and maintain the interest of employees in health and safety issues.
- Educate managers and employees through awareness and training activities that are primarily responsible for the prevention of workplace injuries.
- Help to make health and safety activities an integral part of Dining operating procedures, culture, and programs.
- Provide an opportunity for the free discussion of health and safety issues and possible solutions
- Inform and educate DDS student workers about health and safety issues, new standards, research findings etc.

### **Model committee behavior:**

- Acknowledge each other's role and responsibilities
- Be professional, candid, and courteous in engaging in free discussion of concerns and potential solutions
- Focus on bargaining unit-related information and issues
- Communication is a critical contributor to the success of the labor-management committee

ARTICLE X.                    NO STRIKE

- A.     The parties recognize the need for uninterrupted operation of the College.
- B.     During the term of this Agreement the College will not lock out any Staff Member.
- C.     During the term of this Agreement, there shall be no strikes which results in any cessation of work by any Staff Member, by another College employee, or any person doing business with the College, or any other interference with the operation of the College by the Union or any Staff Member. Nothing in this article shall be interpreted to limit the Union's right to conduct Unfair Labor Practice strikes in response to serious violations of this contract and of law.
- D.     A Staff Member may choose to refuse to cross a lawful, primary picket line established by any other labor union representing College employees as a result of a dispute between the College and such labor union regarding the terms of an initial or modified collective bargaining agreement between the University and such labor union. Nothing in Paragraphs 1 or 3 above shall be interpreted to limit the Staff Member's right in this regard. The Union shall not discipline any Staff Member who chooses to cross such a picket line. The College shall not discipline or discharge any Staff Member who chooses to refuse to cross such a picket line.

ARTICLE XI.                    NON-DISCRIMINATION

- A.     It is agreed by the parties that neither party shall discriminate against any DDS student worker in regards to their terms and conditions of employment 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.
- B.     It is understood that the parties share a common goal of establishing and maintaining a work environment free from sexual harassment. Sexual harassment is deemed by the College to be a form of sex discrimination, therefore any sexual harassment of College



employees or students in the course of a DDS student worker's employment will constitute a violation of the College's non-discrimination policy.

**ARTICLE XII.            SICK LEAVE**

A.        The College and the SWCD mutually recognize the importance of time away from work as critical to mental and emotional wellbeing. DDS student workers who are unable to work their scheduled shift for any reason will receive paid time off based on the following criteria, as determined by the student workers' regular scheduled shifts at the time the leave is taken:

- All DDS student workers working less than 8 hour a week per term will receive up to 2 hours of PTO per term for absences during scheduled shifts.
- All DDS student workers working between 8 and 16 hours a week per term will receive up to 4 hours of PTO per term for absences during scheduled shifts.
- All DDS student workers working more than 16 hours a week per term will receive up to 6 hours of PTO per term for absences during scheduled shifts.
- Any DDS student worker who is absent from a scheduled shift due to the DDS student worker's infection with COVID-19, as confirmed by a physician's note (*e.g.* Dick's House) will be paid for such lost time.

B.        In addition, DDS student workers will receive mental health pay as needed for self-care and to ensure their emotional well-being.

- All DDS student workers working less than 8 hour a week per term will receive up to 2 hours of mental health pay per term for absences during scheduled shifts.
- All DDS student workers working between 8 and 16 hours a week per term will receive up to 4 hours of mental health pay per term for absences during scheduled shifts.
- All DDS student workers working more than 16 hours a week per term will receive up to 6 hours of mental health pay per term for absences during scheduled shifts.

C.        DDS student workers who are experiencing mental, physical, or emotional health challenges are strongly encouraged to reach out the Dartmouth College Health Service, available at <https://students.dartmouth.edu/health-service/>.

**ARTICLE XIII.            UNION ACCESS TO FACILITIES**

A.        The College will provide an office on campus for the SWCD, with a desk, chairs, and space for up to five people to sit or up to ten people to stand. There will be no charge to the Union for such office space, furniture, utilities, or other normal building support services.

B. The College shall provide bulletin boards in reasonably accessible places for Union notices relating to meetings, dues, social activities and general union matters. No notices which are derogatory to the College shall be posted.

**ARTICLE XIV. LABOR MANAGEMENT COMMITTEE**

A. Dining career managers who directly oversee units staffed with DDS student workers can request to meet at least once or twice an academic term to conduct a Labor Management meeting. No more than 4 SWCD representatives and 4 DDS career managers will meet in person to discuss areas of concern involving the respective parties.

B. Meetings will be scheduled for one hour and employees will be paid their job rate to attend the Labor Management meetings.

**Purpose:** An important mechanism for the union and management to work collaboratively to bring about meaningful, long-term improvements.

**Model committee behavior:**

- Acknowledge each other's role and responsibilities
- Be professional, candid, and courteous in engaging in free discussion of concerns and potential solutions
- Focus on bargaining unit-related information and issues
- Communication is a critical contributor to the success of the labor-management committee

**ARTICLE XV. WAGES AND COMPENSATION**

Effective March 19, 2023, the wage structure for student workers at all DDS locations will follow a position-based system with gradual termly increases.

DDS student workers will be entitled to credit in Dining Dollars for each hour worked, provided that the employee in question fulfills the minimum hours per pay period requirement.

Base pay rates through the pay period prior to the first day of classes in the Fall term 2023 and applicable dining credits are listed on the columns, *Min hrs/pay period* and *Credit* on Figures 1 & 2.

In addition, DDS student workers will be paid 1.5 times the applicable base rate for each hour worked:

- Between noon Thursday through noon Sunday during Homecoming weekend, Winter Carnival weekend, or Green Key weekend;
- Within the officially scheduled finals period, not to include study days; and
- Between 10 PM and 6 AM will receive 1.5 times the base rate for each hour worked

There is no pyramiding or duplicating these premium rates.

Annual Base Rate Increases

Effective the pay period start date including the first working day of each Fall term of every academic year covered in the duration of this contract, the base rate for student worker wages will increase by one-half of the percentage increase in the cost of attendance (meaning the College’s published tuition, room, and board rates). For instance, as an illustration, given a 3% increase in the cost of attendance for the academic year 2023-2024, the base rate will increase 1.5%.

Dining credits will remain \$5/hour for Dining Facilities & Cafes and \$4/hour for Collis Market & Snack Bars, and termly increases will remain \$0.50, throughout the duration of the Agreement.

**Figure 1:** Base Rate Table for Dining Facilities & Cafes Wage Structure, Position-Based Termly Increases, and Dining Dollars Credit through the pay period prior to the first day of classes in the Fall term 2023.

	Min hrs/pay period	Credit	Term 1	Term 2 (+\$1)	Term 3 (+\$0.50)	Term 4 (+\$0.50)	Term 5+
Associate	12	\$5	\$21.00	\$22.00	\$22.50	\$23.00	0.50 Increase per term
Supervisor	16	\$5	\$22.00	\$23.00	\$23.50	\$24.00	0.50 Increase per term
Area Manager	16	\$5	\$23.00	\$24.00	\$24.50	\$25.00	0.50 Increase per term

**Figure 2:** Base Rate Table for Collis Market & Snack Bars, Position-Based Termly Increases, and Dining Dollars Credit Through the pay period prior to the first day of classes in the Fall term 2023.

	Min hrs/pay period	Credit	Term 1	Term 2 (+\$1)	Term 3 (+\$0.50)	Term 4 (+\$0.50)	Term 5+
Associate	12	\$4	\$20.00	\$21.00	\$21.50	\$22.00	0.50 Increase per term
Supervisor	16	\$4	\$21.00	\$22.00	\$22.50	\$23.00	0.50 Increase per term
Area Manager	16	\$4	\$22.00	\$23.00	\$23.50	\$24.00	0.50 Increase per term

**ARTICLE XVI. GRIEVANCE PROCEDURE**

A. The representatives of both the College and the Union shall be responsible for making prompt and earnest efforts to adjust grievances arising out of the interpretation or application of the terms of this Agreement. A grievance may be brought under this provision by the union on behalf of an individual DDS student worker, a group of DDS student workers, or on behalf of the Union itself.

The procedure with regard to grievances shall be as follows:

**First Step:** The matter will be discussed orally between the aggrieved DDS student worker(s), with their union steward, and the aggrieved DDS student worker'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 date the employee received notice 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 their 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 to the College stating the nature of the grievance, the Article(s) allegedly violated, and the remedy sought. In order to be considered timely under this Second Step, a grievance must be reduced to writing and presented to the supervisor within fifteen (15) normal business days of the occurrence giving rise to the grievance, or the grievance shall be deemed waived for all purposes. The aggrieved employee, and their Union Steward may discuss the matter with the appropriate Assistant/Associate/Director. The Assistant/Associate/Director will within five (5) normal business days of the Second Step meeting, give their written answer to the Union.

**Third Step:** If the grievance is not satisfactorily adjusted in the second step, then within ten (10) normal business days after the Assistant/Associate/Director written decision has been given to the grievant, the grievant may present a written request to discuss the matter with a Grievance Committee comprised of the Associate Vice President of Business & Hospitality and the Chief Human Resource officer or their delegate. The committee will, within fifteen (15) days after the meeting, give its written response to the grievant.

**Arbitration:** If the procedure set forth in the sections of this 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 thirty (30) calendar days after the receipt of the written decision of the College's representative at Step 3 of said procedure, but not thereafter (unless and except as said thirty 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.

To refer a grievance to arbitration, the Union's written request to arbitrate must be given to the College's Director of Human Resources or their designee within the time limits shown in the above paragraph. The Union shall simultaneously 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 arbitrators requested to submit their decision within thirty (30) calendar days after the close of the hearing. The award of the arbitrator shall be final and binding on the College, the Union, and the DDS student worker(s) involved. The arbitrator is limited to determining matters concerning the application, meaning or interpretation of this Agreement and in no event may add to, delete, or alter any aspect of this Agreement. The College and the SWCD shall split evenly the fee and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

#### **B. Limitations of Grievance Procedure**

Grievances are limited to disputes concerning the interpretation or application of a specific provision(s) of this Agreement. If a grievance involves allegations that the College has discriminated against a DDS student worker on the basis of a classification protected under College policy or applicable law, it will be processed through the College's Sexual and Gender-Based Misconduct Policy and Procedures, the Dartmouth College Office of Institutional Diversity and Equity policies, the Dartmouth College Office of Human Resources policies, or other applicable College policy(ies) or procedure(s) as relevant. The matter will be investigated, and the College shall make the final determination on whether discrimination or harassment occurred and take any necessary action. If the Union is dissatisfied with the College's final actions, the Union may take the matter to arbitration by serving notice in accordance with this Article. Any DDS student worker who needs assistance in directing such allegations to the

appropriate College office is encouraged to contact the Office of Human Resources and/or Office of Student Affairs for assistance.

Further, the parties agree that nothing in this Article XVI is intended to modify or supersede the rules and regulations governing disciplinary proceedings of the Dartmouth College Committee on Standards (COS), the Dean of the College, or any other College authorities with disciplinary responsibility over students.

**ARTICLE XVII.            SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, or rendered unlawful by subsequent statute, court decision, or regulation, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be or rendered unlawful.

**ARTICLE XVIII.        DURATION**


This Agreement shall be in full force and effect from March 19, 2023, up to and including March 18, 2025 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing, no later than December 18, 2024. If neither party gives such notice of modification or termination prior to December 18, 2024, all provisions of the Agreement shall continue in full force and effect, up until ninety (90) calendar days following either party's providing notice of intent to terminate or modify the Agreement on or after March 18, 2025.

**ARTICLE XIX.            EFFECT OF AGREEMENT**

The parties agree that Agreement finally resolves all demands and proposals made by either party with regards to wages, hours, and all other terms and conditions of employment, and that those matters not specifically referenced herein have been disposed of.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this collective Bargaining Agreement on the 28<sup>th</sup> day of February 2023.

Dartmouth College

  
\_\_\_\_\_  
Richard G. Mills  
Executive Vice President

Student Workers Collective  
at Dartmouth,

  
\_\_\_\_\_  
Kaya Colakoğlu, Chair

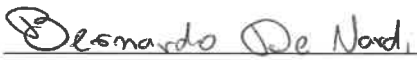
  
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POLINA CHESNOKOVA

  
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Alejandro Morales, Treasurer

  
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Sheen Kim, Vice Chair

  
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Grace Hillery

  
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Ian Scott

  
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