

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, 2012 to July 1, 2015

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AGREEMENT

AGREEMENT made July 1, 2012 by and between Dartmouth College Employees' Union, Local 560 of the Service Employees' International Union, AFL-CIO hereinafter referred to as the "Union" and Dartmouth College, Hanover, New Hampshire, hereinafter referred to as the "College".

ARTICLE I Purpose and Intent

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

ARTICLE II Recognition

As a result of an election conducted under the joint auspices the College 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, the College recognizes the Union as the sole bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of

employment and other conditions of employment for all non-supervisory, building service and recycling employees of Facilities Operations and Management, the Dartmouth Dining Association, Courtyard Café, Hanover Country Club, Dartmouth Skiway, the Office of Residential Life, Rental Housing, and the 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 months in a one year period commencing on the temporary employee's date of hire. The College shall not consecutively employ full-time temporary employees in the same job nor employ two or more former full-time employees in part time combinations to fill a full-time vacant job.

It is further agreed that the College shall not hire a seasonal employee or combination of seasonal employees or subcontractor, to fill a full time assignment of over three (3) days duration in any department until all non-working, nine month employees within that department and job classification and who are qualified for the work needed, are offered the opportunity to perform such work. Such qualified employees will be contacted in order of their seniority. 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 it is decided in any department which employs nine month employees, that a vacant, twelve month position will be replaced as a twelve month position, qualified nine month employees in the same department and job classification, will be offered the twelve month position. Absent any such qualified nine month employees in that department, normal job posting rules would remain in effect. The terms and conditions for nine month employees are set forth in Appendix A.

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

ARTICLE III

Union Membership and Dues Deduction

All employees covered by this Agreement shall be required, as a condition of employment, to become and remain members in good standing of the union, or financial core members to the extent consistent with 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 (30) 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.

The College agrees to deduct monthly and remit to the Treasurer of the Union, dues in the amount certified to the College 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 the College.

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

ARTICLE IV

Management Rights

Except as there is contained in this Agreement an express provision which specifically relinquishes or limits the rights or discretion of the College, all rights, functions and prerogatives of management formerly exercised or exercisable by the College remain vested exclusively in the College including, but not limited to, the management of the College, the right to subcontract work, the right to determine the hours, schedules and assignment of work and work tasks, to require reasonable standards of performance and the maintenance of order and efficiency of employees, the right to hire, suspend, transfer, promote and demote, and to discharge or otherwise discipline

employees, the right to lay off employees for lack of work or for other legitimate reasons, the right at its discretion, to employ students without reference to this Agreement and the right to establish and enforce all reasonable rules relating to operation, safety measures and other matters.

The College agrees that, in exercising its right to subcontract work, an employee will not be laid off for lack of work during the period in which the work of his 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, the College 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 30 days prior to a request for proposals from subcontractor(s). Notice need not be provided where the College has a past practice of utilizing subcontractors for a particular task or event. The College agrees to bargain with the Union, at its request, over the impact of specific subcontracting, if any.

The College 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.

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

The College 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 the College expands in the Upper Valley physically, by student population, or its needs for services work covered by Article 2 of this agreement increase, the College will hire additional union labor in an appropriate and reasonable manner.

ARTICLE V

Discipline and Discharge

The right to discharge, suspend or otherwise discipline an employee shall continue to be vested in the College, provided, however, that such action shall not be taken without just cause.

If an employee is discharged, suspended or otherwise disciplined and the employee believes he has been dealt with unjustly, the question whether the action was for just cause shall constitute a grievance and shall be settled in accordance with the grievance and arbitration provision outlined elsewhere in this Agreement. The time

constraints for filing a grievance concerning suspension or other discipline will correspond with the times specified in Article XXVI. However, for cases involving discharge, the time allowed for filing the initial grievance shall be expanded to fifteen (15) calendar days from the time that the employee was notified of such discharge and the grievance may be initiated at the Fourth Step. Failure to file a written grievance within these time frames shall be conclusively deemed to be corrective action issued for just cause. 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.

ARTICLE V (a)
Health and Safety

The College will continue its efforts to maintain a safe and healthy work environment by complying with all applicable federal and state health safety laws and regulations for the protection of the health and safety of College employees. Safety being a shared concern, the parties agree to form the Joint Labor - Management Safety Committees for FO&M/ORL and for Dining Services. The Union President and College 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 College a safer place.

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

Strikes and Lockouts

The Union agrees that during the term of this Agreement there will be no strike, work stoppage, slowdown or other interruption of operations of any kind. The College agrees that during the term of this Agreement there will be no lockout by the College. Employees participating in or encouraging any violation of this Article shall be subject to discipline up to and including discharge. Such discharge

or other discipline shall be deemed for just cause and shall not be subject to the grievance and arbitration procedures, except as to the fact of such participation or encouragement.

ARTICLE VII

Nondiscrimination

It is agreed by the parties that neither party shall discriminate against any employee or applicant for employment, or against any Union member or applicant for membership in the Union because of sex, race, color, age, handicap, creed, religion, national origin, sexual orientation, gender identity or because of his or her activities in the Union. It is further agreed that the policies described in the Dartmouth College Affirmative Action Plan will apply to all employees covered by this Agreement. Unless the context of this Agreement requires otherwise, the masculine gender shall include the feminine.

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

ARTICLE VIII

Hours of Work, Overtime and Premium Rates

This article is intended to set forth provisions for calculating payment for overtime hours; it shall not be construed as a guarantee of hours of work per day or per

week or as a limitation on the right of the College to require reasonable amounts of overtime work. When the need for overtime work arises, the supervisor will notify the employees affected as far in advance as possible.

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

The regular work week for full time bargaining unit employees is 40 hours a week as scheduled by the College pursuant to this Agreement excluding vacation time, personal time, holidays and other paid or excused time off as provided in this Agreement. Determination of daily and weekly work schedules shall be made by the College and such schedules may be changed by the College when necessary to maintain adequate staffing levels or because of other operational requirements. Except in cases where schedule changes are made because of employee absence, emergency or unforeseen workload beyond the control of the department, the supervisor will give the employee 48 hours prior notice of a change in schedule. It is understood and agreed that the College will use its best efforts to minimize schedule or shift changes and will not arbitrarily change hours of work. 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 work day or in excess of forty hours in any one work week, whichever computation is the greater, but an employee shall not be entitled to both weekly and daily overtime pay and except that on a transfer of an employee to another shift he may be paid for up to sixteen (16) hours at straight-time provided he is permitted not less than eight (8) hours break between the two shifts. For the purpose of computing overtime, paid vacation under Article X, paid holidays under Article IX, paid personal leave under Article XII, bereavement pay under Article XIII, paid sick leave under Article XI and Article XXIV, paragraph 3, shall be counted as time worked in any given work week.

All work performed on the seventh day of any scheduled work week shall be paid for at double the regular rate of pay. 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 2 hours at time and one half.

In no event shall anything contained in this Agreement require the duplication or combining of overtime or premium rates of pay and when the particular work falls within two or more overtime or other premium classifications, either under this Agreement or as a matter

of law, only the highest applicable single overtime or other premium rate shall be paid.

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

If an employee works a flexible schedule, all paid time off benefits, including vacation, personal leave and

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

ARTICLE IX

Holidays

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

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

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

In order to be eligible for said holiday pay an employee must have been in the employ of the College for a period of at least three (3) months prior to the holiday. Employees who have not actively worked for the College within the thirty (30) days immediately prior to the holiday because of sickness, leave of absence, layoff or for any other reasons, shall not be entitled to holiday pay, except

that employees who receive paid sick leave under Article XI, paid vacation under Article X or workmen's 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 his 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 his first or fifth working day in the discretion of the College.

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

If any of the above paid holidays is observed within an eligible employee's paid vacation period, such employee

shall be entitled to either holiday pay, as well as vacation pay, or an extra day's vacation, as the College may determine in each case.

If an employee is required to work on any of the days observed as the above holidays he shall be paid, in addition to his holiday pay (if he is entitled thereto) two times his 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 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 his scheduled hours fall between 12:00 a.m. on the day on which the holiday is observed and twenty-four hours thereafter.

ARTICLE X

Vacations

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

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

**Continuous Service as of
July 1 of the Year in Which**

Vacation is Paid:

Three (3) months to
one (1) year

One (1) year but less than
five (5) years

Five (5) years but less than
twelve (12) years

Twelve (12) years but less
than twenty (20) years

Twenty (20) years or over

Eligible For Paid Vacation of:

One (1) day a month up to
ten (10) work days

Two (2) weeks (10 working
days)

Three (3) weeks (15 work
days)

Four (4) weeks
(20 work days)

Five (5) weeks (25 work
days)

Annual allowance credits for vacation are made at the beginning with the first day of the new pay period of each fiscal year. Credits will occur on July 1, 2012, June 30, 2013 and June 29, 2014, respectively. Any unused vacation must be taken prior to these dates.

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

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

All vacation schedules are at the convenience of the Department concerned, and are subject to the approval of the Department head. However, to the extent employees make written application to the College for specific vacation time on or before July 1 in any year, the College, 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.

Any employee who is discharged for dishonesty or stealing prior to actually taking his vacation in any particular year forfeits any right to a vacation with pay or to vacation pay in lieu thereof.

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 his vacation except that vacation pay for part-time employees shall be pro-rated on the basis of the average number of straight-time hours worked per week.

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

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

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

ARTICLE XI
Sick, Disability and Maternity Benefits

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

Short Term Disability Benefits

Regular 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
1-2 years	6 weeks
2+ years	26 weeks

For purposes of determining the benefit period, successive disabilities are considered a single disability unless they are:

- due to entirely unrelated causes and separated by return to active work, or
- due to related causes but separated by return to active work for a period of at least one year.

Recurring Short Term Disability periods for the same illness or injury will be counted on a daily basis rather than partial weeks being considered as whole weeks.

An employee who is medically eligible for and receiving benefits at the time his/her 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 weeks of short term disability benefits will be paid at 100% of the employee's straight-time rate of pay in effect when the payment is made. The ninth through the twenty-sixth week will be at 60% of pay. Benefits for regular part-time employees will be based on their normal part-time wages. These benefits include any payments made under Worker's Compensation.

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

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

Application Procedure and Evidence of Disability

Eligible employees who have been absent from work for medical reasons for five consecutive days may apply for short-term disability income payments to begin on the sixth consecutive workday of absence. The application form should be completed by the employee and submitted through his or her supervisor to the Human Resource Office (attn: Benefits Section) along with the required medical statement which must be signed by a medical doctor, MD.. The medical statement shall include evidence of disability and expected date of return to work. Supplemental medical statements may be required periodically during prolonged absences. Statements from

the chiropractor, C.N.M. (certified nurse midwife), P.A. (physician's assistant), L.P.N. (licensed practical nurse), psychiatric social worker, Ph.D. psychologist and counselor, and pastoral counselor will not be accepted as determining that employee cannot work (and should receive pay) due to a medical disability.

For the period just prior to the effective date of the Short Term Disability application, the department should submit time sheets for time actually worked or for paid sick leave directly to the Payroll Office with a copy to the Human Resource Office along with the application for Short Term Disability payments.

The Director of Benefits will determine whether the employee qualifies for Short Term Disability benefits based on the information presented on the application and the medical doctor's (MD.) medical statement. The College reserves the right to request a second opinion regarding the medical condition of the employee seeking disability benefits, which shall be obtained at the expense of the College. If the College requests a second opinion, but the application and the doctor's statement indicate an employee qualifies for Short Term disability benefits, a tentative award of disability benefits will be made while the second opinion is pending, in order to prevent disruption in the employee's income. However, failure to reasonably cooperate in the scheduling of a second opinion shall be sufficient basis to reject an application for disability benefits or to suspend tentative benefits. If approved, payment of these benefits will be charged to a central account administered by the Human Resource Department.

If an applicant, who has been denied benefits, disagrees with the ruling of the Director of Benefits, the applicant may appeal directly to Step 5 of the current labor Agreement's grievance procedure.

Long Term Disability Benefits

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

A monthly income benefit, including any income benefits from Social Security for the employee and Worker's Compensation, of 60% of 1/12 of the employee's basic annual salary as of the date he/she last worked prior to the disability, but not to exceed \$3,000 monthly. Regular employees may purchase additional coverage up to 70%, in accordance with the above provisions, by payroll deduction by completing the necessary forms provided by the College during the annual benefits open enrollment period.

Continuation for the duration of the disability or age 65, if earlier, of a pension benefit accrual at the same rate of

yearly accrued benefit that was in effect at the time disability began.

In cases where the employee is denied Social Security benefits but is deemed incapable to work by their physician, the employee may appeal the denial to the College. The College will provide medical examination, at no expense to the employee, with a medical specialist of its own choosing. If the College physician agrees with the employee's physician, benefits will begin, as specified in Article XI. If the College physician disagrees with the employee's physician, a third physician suitable to both the College and the employee's physicians shall examine the employee at no expense to the employee. The decision of the third physician shall be binding.

The employee so awarded benefits shall be required to appeal the Social Security denial and benefits so awarded will be carved out of the College allowance. Periodic medical examination during LTD may be required at the discretion of the College to continue benefits. Such exams shall be at no expense to the employee.

ARTICLE XII

Personal Leave

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

At the beginning of the calendar 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 calendar year. Annual credits will be made on the first day of the new pay period in the calendar year. These dates are: December 30, 2012, December 29, 2013 and December 28, 2014.

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 calendar 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 16 days. However, if at that time, the employee has accumulated more than 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 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 XXIV, section 2. It is further understood that the preceding sentence will not require DDA employees to use personal leave during a shut down.

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

To claim pay for a personal day caused by sickness or emergency, an employee must call in or otherwise notify his supervisor at the beginning of his 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 his personal leave before the end of the year or in the judgment of the College is suspected of abusing the personal leave provisions of this Agreement, the College has the right to request a doctor's certificate or other documentation for absences which occur after the matter has been brought to the employee's attention in a counseling session with a Union officer or steward present. Attendance records shall be made available to the Union officer or steward prior to the counseling session.

ARTICLE XIII **Bereavement Pay**

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

- (a) For up to five (5) days in the event of the death of a child, husband, wife, or same sex domestic partner as identified on the Affidavit of Domestic Partnership form on file with the College, mother or father; or,
- (b) For up to three (3) days in the event of the death of sister, brother, grandchild, current father-in-law or current mother-in-law; or,
- (c) For one (1) day for traveling to or attending the funeral in the event of the death of grandmother, grandfather, brother-in-law, sister-in-law, son-in-

law, daughter-in-law, aunt, uncle, step-brother, step-sister, step-father, step-mother, half-brother, half-sister; or,

- (d) 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, he 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 his department head recommend to the College that this additional time off be charged against his vacation time.

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

ARTICLE XIV
Call-Back and Call-In Pay

1. An employee who is notified that he is expected to report to work two hours or less before the employee's regular starting time shall be guaranteed a minimum of two (2) hour's work or pay at the employee's regular hourly rate (with overtime if those hours would have been overtime if worked).
2. If an employee is on College premises and is requested by a supervisor to start work before the employee's regular starting time, that employee will be paid at the applicable overtime rate for such time actually worked.
3. Any employee who is notified prior to leaving the premises that he is expected to come back to work or is expected to report for work at a time when he is not normally scheduled to work shall be guaranteed a minimum of two (2) hour's work or pay at his 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 he is not scheduled to work shall be guaranteed a minimum of four (4) hour's work or pay at his 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 his 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.

7. FO&M employees required during off hours to be available to report for emergency or other duties on short notice and who are required to wear a pager and be fit for duty when responding shall receive a premium as set forth in the following sentence. The premium will be three (3) hours pay at time and one half the employee's regular rate for the period from the end of the regular shift on Friday until the beginning of the regular shift on Monday and three (3) hours pay at time and one half the employee's regular rate for the period from the end of the regular shift on Monday to the beginning of the regular shift on Friday.

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

ARTICLE XV

Severance Pay

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

- (a) Two days (16 hours) pay at their regular hourly rate for each complete year of continuous service up to a maximum of ten (10) weeks (50 days) pay.
- (b) Accumulated unused sick leave pay (from old sick leave plan). Old sick leave plan will not accumulate after June 30, 1985.
- (c) Pay for personal leave not used during the fiscal year. (May not exceed sixteen (16) days' pay).

ARTICLE XVI

Civic Duties

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

- (a) Employees serving on jury duty or who are subpoenaed as a witness for the College; or employees

subpoenaed in criminal cases or in civil cases involving property damage or personal injury, provided that the employee is not a party in the case, is not related to a party and has no direct or indirect interest in the outcome.

Through December 31, 2013:

(b) Employees who are bona fide members of a fire department performing any duty which may be required of a member of a fire department;

After December 31, 2013:

(b) Employees who are bona fide members of a fire department responding to emergency calls as may be required of a member of a fire department;

(c) Employees who are members of the Civil Air Patrol while engaged in search and rescue duty;

(d) For the first 12 days of military service performed in the fiscal year, the employee will receive full Dartmouth pay. If an employee is on extended active duty, the College pays the difference between an employee's military and Dartmouth pay, if his or her 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.

ARTICLE XVII

Life Insurance

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

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

ARTICLE XVIII

Health and Dental Insurance Plans

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

The College will contribute towards the cost of medical insurance selected by the bargaining unit member using the following formula:

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

<u>Annual Salary</u>	<u>No Coverage</u>	<u>One-Person Coverage</u>	<u>Two-Person Coverage</u>	<u>Family Coverage</u>
Under \$20,000	\$0.00	\$313.25	\$614.49	\$829.57
\$20,000 to \$29,999	\$0.00	\$313.25	\$614.49 minus \$4.54 per \$1,000 over \$20,000	\$829.57 minus \$6.13 per \$1,000 over \$20,000
\$30,000 to \$45,999	\$0.00	\$313.25	\$573.66 minus \$4.54 per \$1,000 over \$30,000	\$774.44 minus \$6.13 per \$1,000 over \$30,000
\$46,000 to \$60,999	\$0.00	\$313.25	\$501.06 minus \$3.89 per \$1,000 over \$45,000	\$676.43 minus \$5.25 per \$1,000 over \$45,000
\$61,000 to \$80,999	\$0.00	\$313.25	\$442.72 minus \$.65 per \$1,000 over \$60,000	\$597.68 minus \$.88 per \$1,000 over \$60,000
\$81,000 to \$125,999	\$0.00	\$313.25	\$429.76 minus \$.58 per \$1,000 over \$80,000	\$580.18 minus \$.79 per \$1,000 over \$80,000
\$126,000 to \$199,999	\$0.00	\$313.25	\$403.50 minus \$.65 per \$1,000 over \$125,000	\$544.74 minus \$.87 per \$1,000 over \$125,000
\$200,000 or More	\$0.00	\$313.25	\$356.51	\$481.29

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

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

Employees may change their medical and dental plan elections during the College's regular open enrollment period. To make changes to the medical or dental plan other than at open enrollment, an employee must have a qualified change in status event (e.g., marriage, divorce, birth, adoption, death, loss or gain of employment by the employee's spouse, or loss of medical coverage due to the spouse's employer terminating its medical plan.) The employee must complete the necessary forms in the Benefits Office within 30 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 necessary forms in the Benefits Office.

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

The College will maintain the “free single coverage” benefit through June 30, 2015 for employees hired on or before January 1, 2011. Subsequent changes to these benefits during the term of the contract shall apply as well.

Effective January 1, 2005, bargaining unit employees are eligible to participate in the Flexible Spending Accounts for Health Care offered by the College, subject to the Internal Revenue Service regulations and College policies. On July 1, 2005, the College will deposit \$250 into the account of each eligible bargaining unit member. On January 1, 2006 and each January 1, thereafter, the College will deposit \$250 into each account. Any changes to these contributions during the course of this agreement will be my mutual agreement.

Effective March 1, 2013, Dartmouth will make AFLAC Level 2 Personal Accident Indemnity plan (level 2) and Hospital Plan (Plan 3 available to members of the bargaining unit at the member's expense, paid through payroll deduction.

ARTICLE XIX

Pensions

The College 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. The College will hold an annual “open enrollment” period for bargaining unit members who participate in the Defined Contribution Plan.

Employees are also eligible to participate in the College TIAA-CREF retirement annuity plan or to a Supplemental Retirement Account (SRA) with Fidelity or Calvert on a voluntary basis. Participation can be on a salary deduction basis or a tax-deferred salary reduction arrangement. The College does not make contributions to this plan for bargaining unit employees.

ARTICLE XX

Leaves of Absence

1. Introduction

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

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

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

Leaves of absence must be requested in writing in advance of the leave and require the written approval of the immediate supervisor or the department head and the Director of Human Resources Management Services.

2. **Types of Leaves of Absence**

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

(a) **Sick Leave of Absence**

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

(b) **Personal Leave of Absence**

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

Employee Services, a personal leave may be extended for a period of time equal to the employee's length of continuous service up to a maximum of one (1) year for the total leave of absence including extensions.

(c) **Maternity Leave of Absence**

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

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

(d) **Parental Leave of Absence.**

Bargaining unit members will be entitled to the same Parental Leave of Absence as other College employees. The current policy, which is subject to change, provides as follows: "Birth mothers are entitled to two additional weeks of paid leave, totaling eight weeks of paid leave time (when added to the six weeks of paid maternity leave through the short term disability program). Employees (non faculty, non union,) who are spouses, partners, and adoptive parents are also eligible for two weeks of paid parental leave. The two-week paid leave may be taken immediately following birth or adoption or at any time

during the first year of becoming a parent. Leave time can be taken all at once, intermittently, or incrementally (e.g., mother easing back into work on a part-time basis), with prior approval from the supervisor. In order to be eligible for paid parental leave, the employee must be employed at the College at the time of the birth or adoption.

3. Coverage of Benefit Plans During Leave of Absence

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

4. Reinstatement Following Leave of Absence

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

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

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

Failure to return to work upon the scheduled expiration of an approved leave of absence or to obtain an extension will be considered as a voluntary termination of employment. Any employee rehired by the College after a leave of

absence has expired will be treated as a new employee. All prior seniority, rights and benefits will be lost.

6. Accepting Other Employment During Leave of Absence.

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

7. Family and Medical Leave of Absence

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

- a) Because of the birth of a son or daughter and in order to care for such child within the first twelve (12) months after birth;
- b) Because of the placement of a son or daughter with the employee for adoption or foster care within the first twelve (12) months of placement as documented by paperwork confirming the placement for adoption/foster care;
- c) In order to care for the spouse, same sex domestic partner identified on the College Affidavit of Domestic Partnership form, son, daughter, or parent of the employee, if such spouse, same sex domestic partner, son, daughter or parent has a serious health condition as documented by 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 his/her position as documented by an authorized health care provider and having exhausted all other forms of paid leave.

Family and Medical Leave Eligibility:

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

Benefit Coverage:

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

An employee who takes an unpaid Family and Medical Leave of absence may maintain coverage under the group health plan (i.e. medical, dental insurance's) for the duration of the leave (limited to a combined maximum of twelve weeks for paid and unpaid leave) at the same level and under the same conditions coverage would have been provided if the employee had continued in employment. During the period of the leave both the College and the employee must make their required contributions to the plan at the same rates and in the same amounts as if the

employee were continuously at work. In order to continue the benefits which are selected, the employee must pay their portion of the premium. At the end of the twelve week cost shared period as provided under the Family and Medical Leave, the employee may request an unpaid Personal Leave. The continuation of benefits, if any, will be governed under provisions of that policy.

Limitations of Family and Medical Leave Provisions:

(a) When both spouses are employed by Dartmouth College, a Family and Medical Leave of up to twelve weeks will be provided to each spouse if they are taking leave due to the birth or adoption of a child or to care for a sick parent if scheduling within the applicable department allows.

(b) An employee must use any paid vacation or personal days available before beginning an unpaid Family and Medical leave and the combined total for such paid and unpaid leaves, including vacation and personal days, will not exceed twelve weeks.

(c) The combined amount of paid and/or unpaid Family and Medical Leave taken by an employee may not exceed a total of twelve weeks in any twelve month period whether taken all at once or on more than one occasion.

(d) Consistent with applicable federal regulations, the College reserves the right to request a second opinion of the medical determination provided by the authorized health care provider. Such examination, if required, will be provided at no expense to the employee.

Reinstatement following Leave of Absence:

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

ARTICLE XXI

Uniforms and Clean-up Time

Custodians working in Facilities Operations and Management will be issued uniforms to be worn during working hours. It is the responsibility of the individual to maintain these uniforms.

The College will continue to provide uniforms or special work gear, where required by the College, as and to the extent now provided and maintained. Coveralls will be provided to heating plant employees when welding. Cold weather protective clothing, as determined by the College, will be made available at work for those employees whose job responsibilities require them to work primarily outdoors in the winter. Both the coveralls and cold weather gear are for work use only and will be stored at the College during non-working hours. Wherever necessary, employees required to wear uniforms will be allowed to change into such uniforms and punch in five (5) minutes late and will 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 to wear safety shoes/boots or are designated as eligible for cold weather footwear protection based on their jobs, the College will reimburse the employee for one half of the purchase price of such footwear, up to a maximum reimbursement of \$100.00 per pair. Replacement footwear can be purchased when the employee can demonstrate to the supervisor that the original footwear has become worn due to use at the College to the point where it no longer meets the safety or protective objectives for which it was designed.

ARTICLE XXII

Bulletin Boards

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

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

ARTICLE XXIII

Rest Period

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

ARTICLE XXIV

Labor-Management Committee and Other Union Representation

1. A Labor-Management Committee shall be established wherein representatives of Local 560 (not to exceed six (6) in number) and representatives of Dartmouth College shall meet quarterly or at the request of either party, whenever it seems advisable, to discuss pending or current problems involving the respective parties. Recommendations for the reclassification of positions and safety issues not resolved by departmental safety committees may be presented at these meetings by either party. Minutes of these meetings shall be kept as a guide for both parties.

2. Any member of the Union selected as an officer or 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 the College shall not be required to pay such employees for such time off. Employees will submit requests to be absent from work in order to perform these duties seventy (72) hours in advance to allow the College 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 the College 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. The College reserves the right to hold such meetings outside of regular working hours. In addition, all employees on the Union Bargaining Committee will be entitled to reasonable pre and post meeting time to prepare and debrief the meeting. Such time shall not exceed one hour before and after each meeting. Time under this paragraph will be considered "time worked" for purposes of calculation of overtime for all negotiating team members. However, it will only be considered "time worked" for payment of actual wages for the designated eight (8) individuals.

ARTICLE XXV

Seniority

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 foreman, with the exception of the Dartmouth Dining Association 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 the College with or without cause. The decision of the College to discharge any employee during the probationary period shall not be questioned or subject to the grievance and arbitration provisions of this Agreement. If such newly hired or rehired employee is kept on after the expiration of said probationary period, his or her seniority rating shall be computed from the date of his or her 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 he or she has the skill and ability to perform the job efficiently without any training or extra supervision.

Employees of Dartmouth Dining Association 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 Dining Hall Office by completing a form provided by the Employment Office indicating their availability for work during the shut down and the type of work for which they are qualified. The Employment 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 weeks prior to the shut down. In order to insure that the College can

maintain proper staffing levels, employees who apply for and accept shut down work must perform the job assigned unless excused by the College 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 Employment 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. The College 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 the College shall be deemed broken and all seniority status and rights lost and employment with the College terminated for any one of the following causes:

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

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

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

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

(g) Absence from work because of layoff, illness or any other reason for a continuous period in excess of the following:

1) Less than one (1) year's seniority at time of beginning of absence--length of such seniority.

2) One (1) year or more seniority at time of beginning of absence--one (1) year.

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

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 College paid holidays.

Primary consideration will be given to bargaining unit employees who wish to be considered for transfers and promotions to open, posted jobs within the bargaining unit. Employees will so indicate by completion of an employment application provided for that purpose. Applicants for the position will be considered based upon; skills, ability, training, previous relevant experience, and job requirements as described in the job posting. When candidates are otherwise equally qualified, the job will be awarded to the applicant with the greatest length of continuous service within the bargaining unit. Members of the bargaining unit as of July 1, 1997 shall have as their seniority for bidding purposes their date of continuous service at the College. 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 the College permanently transfers an employee to another building or area of the campus, the supervisor, upon request of the employee, will give the employee an oral explanation for the transfer.

When an employee is promoted within a department and desires to return to his or her prior position, the employee may do so without penalty provided the employee notifies the Department Head of the request in writing within fourteen (14) calendar days of the promotion. Likewise, an employee determined by the College to be unsuitable for the new position within thirty (30) calendar days will be returned to his or her prior position. The College'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 the College'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 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 72 (seventy-two) hours of notification. 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 XXVI Grievance Procedure

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

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

First Step: The matter will be discussed orally between the aggrieved employee (and, if requested by him, 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 his oral answer to the employee.

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

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 may discuss the matter with a Committee comprised of the Associate Vice President of Facilities Operations and Management, the Director of Dartmouth Dining Services and the Director of Residential Operations, or their designees. The Committee (or a majority thereof) will, within seven (7) normal business days, give its written answer to the Union.

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

The Grievance Committee of the Union (which shall be composed of not more than four (4) members and the identity of whom, after being selected by the Union, be made known in writing by the Union to the College) shall present to the Associate Vice President of Human Resources or her designee a written request for a conference for the purpose of discussing and 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 Associate Vice President of Human Resources or her designee with the President of the Union or his duly authorized agent and shall be held within five (5) normal

business days following receipt of the written request for a conference.

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

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

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

ARTICLE XXVII

Arbitration

1. If the procedure set forth in the preceding Article of this Agreement shall have been followed in respect to any grievance and the grievance shall not thereby have been satisfactorily settled, the Union, may, within ten (10) calendar days after the receipt of the written decision of the College's representative at Step 5 of said procedure, but not thereafter (unless and except as said ten day period is

extended by mutual written agreement of the parties), refer such grievance to arbitration under the provision of this Article if and to the extent, and only if and to the extent, that the same relates to the interpretation of, or is with respect to compliance with, an express provision of this Agreement.

2. To refer a grievance to arbitration, the Union's written request to arbitrate must be given to the College's Director of Human Resources or his 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 his decision within thirty (30) calendar days after the close of the hearing. The award of the arbitrator shall be final and binding on the College, the Union, and the employee or employees involved. The arbitrator is limited to determining matters concerning the application, meaning or interpretation of this Agreement and in no event may add to, delete or alter any aspect of this Agreement. The College and the Union shall divide equally and pay the fee and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

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

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

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

ARTICLE XXVIII

Wages

1. Effective July 1, 2012, all hourly rates in effect on that date will be increased by a 3.0% general increase.

2. Effective July 1, 2013, all hourly rates in effect on that date will be increased by a 3.0% general increase.

3. Effective July 1, 2014, all hourly rates in effect on that date will be increased by a 2.0% general wage increase.

4. New employees(with the exception of Cooks in DDA as specified below) will be paid not less than one dollar (\$1.00) an hour below the job rate for the first nine months of employment, and not less than fifty cents (\$.50) per hour for the second nine months of employment. After eighteen months of continuous employment new employees will receive the job rate.

Level One DDA employees will receive a \$.25 an hour increase after thirty-six (36) months of continuous employment and \$.25 an hour after sixty (60) months of continuous employment.

All cooks hired in DDA will be hired at the top rate for the level to which assigned. Cooks will generally be hired at level 1 and will follow a progression of; six (6) months at level 1 followed by a promotion to level 3 where they will work for one year, followed by promotion to level 5. Promotions shall be based on satisfactory performance. Any such failure to promote will be discussed with the Union. Cooks hired in DDA will be exempted from the normal College wage progression as specified above.

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.

Notwithstanding the foregoing, the "entry rate" for positions in Wage Classification A will be reduced by \$1.00 for employees hired on or after July 1, 2013.

Employees hired on or after July 1, 2013 into Wage Classification A, B or C will be paid the "entry rate" for the first 12 months of work, the "mid-rate" (otherwise known as the "9 month rate") for months 13 through 24, and the "job rate" after 24 months.

5. Effective July 1, 2005, employees working on the second shift as their assigned shift shall, in addition to their regular earnings for work on such shift, receive a eighty-five cent (\$. 85) an hour shift premium.

Effective July 1, 2005, employees working on the third shift as their assigned shift shall, in addition to their regular earnings for work on such shift, one dollar and fifteen cents (\$1.15) an hour shift premium.

It is agreed that shifts are defined as follows:

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

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 Associate Vice President of Human Resources, at least one of whom will be from the Compensation Department, the Department Heads or designees from each of the operating units, and an equal number of bargaining unit members, designated by the Local Union President. The process for requesting reclassification will be as follows:

1. 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.

2. 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.

3. 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.

4. 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.

5. Any disagreement with the recommendation of the Compensation Department not resolved by discussion by the LMCRC will be presented to the Associate Vice President of Human Resources and the Local Union President for resolution. In the absence of an agreement, the Union may submit the dispute to arbitration for resolution.

6. Dartmouth and the Union agree that Dartmouth can create a new position and assign that position to the classification that Dartmouth believes is appropriate, but

cannot simply reclassify existing positions for convenience. Dartmouth agrees that the Union may use this process to challenge initial classifications that the Union believes are inappropriate and may file a grievance if the Union disputes whether a new position is actually a new position.

ARTICLE XXIX

Notice of Communication

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

ARTICLE XXX

Entire Agreement and Legislation

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

In the event of enactment of laws or regulations either by the State of New Hampshire or the Federal Government or of any court decisions conflicting with any provision of this Agreement, this Agreement shall automatically be re-

adjusted by the parties hereto in conformity with such laws and/or regulations and/or court decisions.

ARTICLE XXXI

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 Local560 for distribution. In addition, the College shall post the collective bargaining agreements online and print them for any unit member at no cost. The request for a copy of the collective bargaining agreement shall be conducted in a reasonable manner and not be unduly disruptive to the College. The College shall produce a copy upon demand unless circumstances make such a production unreasonable. Additional copies may be made printed by request of Local 560 and the cost shall be shared equally among the College and the Local 560. Local 560 may require that any additional printing be done at a union printing shop.

ARTICLE XXXII

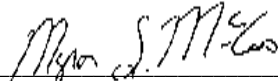
Term of Agreement--Termination

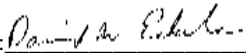
This Agreement shall take effect as of the date hereof and shall remain in full force and effect until July 1, 2015 and unless either party notifies the other in writing of its desire to change or terminate this Agreement as hereinafter provided, it shall continue in full force and effect from year to year thereafter. In the event that either party wished to change or terminate this Agreement, it shall give to the other party a notice in writing of such desire at least

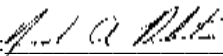
180 days prior to July 1, 2015 or the anniversary date thereof (as the case may be) as of which such change or termination is desired; otherwise this Agreement remains in full force and effect without change. In the event that notice is given as required in this Article and an agreement is not reached by July 1 to which such notice was directed then this Agreement shall thereupon terminate unless the parties are attempting to reach a collective bargaining agreement and have not declared impasse.

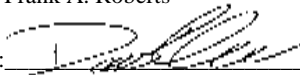
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and in the year first above written.

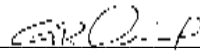
DARTMOUTH COLLEGE

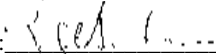
by: 
Myron S. McCoo

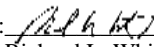
by: 
David W. Eckels

by: 
Frank A. Roberts

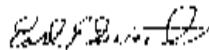
by: 
David J. Newlove


by: 
Gary R. Hill

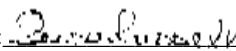
by: 
Jonathan J. Garthwaite

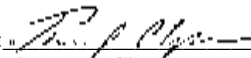
by: 
Richard L. Whitmore

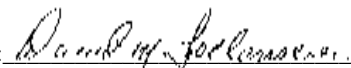
DARTMOUTH COLLEGE
EMPLOYEE'S UNION LOCAL 560 OF
THE SERVICE EMPLOYEES'
INTERNATIONAL UNION, AFL-CIO
NEGOTIATING COMMITTEE:

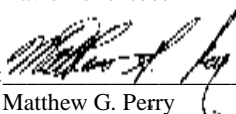
by: 
Earl Sweet

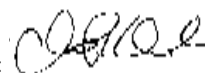
by: 
Christopher J. Peck

by: 
Susan Russell

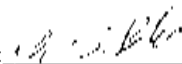
by: 
Thomas P. Chapman

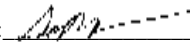
by: 
David Follensbee

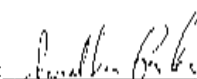
by: 
Matthew G. Perry

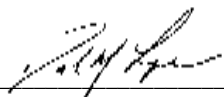
by: 
Christian P. Knowlton, Sr.

by: 
Rick C. Hoisington

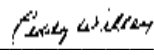
by: 
Michael J. Blake

by: 
Seth D. Nelson

by: 
Jonathan A. Parker

by: 

David M. Levesque

by: 

Teddy Willey

Nine Month Employee Appendix

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: 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. 9 month employee will be allowed, but not required to use vacation time during their working months. 9 month employees will be paid out for any available, but unused vacation time at the beginning of their hiatus.
 - 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 his or her 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. For holidays that occur during the months that they are working, 9 month employees will receive holiday pay under the same terms as 12 month employees. 9 month employees will not receive holiday pay for holidays that occur while they are not working.
- 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 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.

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.)

Past Practices Side Letter

Whereas, the College sent a memorandum to the Union on May 23, 2008 disavowing past practices; and

Whereas, the Union proposed that language maintaining past practices would be added to the successor agreement; and

Whereas, the Union and the College wish to resolve their conflicting positions regarding this issue.

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

1. The College withdraws its memo dated May 23, 2008 which disavowed past practices.
2. The Union withdraws its proposal that all practices in effect at the time continue.
3. Nothing in the negotiations history will prevent the Union from asserting that an enforceable past practice exists, however, the Union agrees that where it asserts that a past practice exists, it will identify the specific facts supporting the assertion.
4. Nothing in the negotiations history will prevent the College from asserting that an asserted past practice is not enforceable as a matter of labor relations law.


Myron S. M. Co.
Dartmouth College

7-24-13
Date


Earl F. Savelle
SEIU Local 560

7-26-13
Date

Chemistry Stockroom Agreement

Whereas, employees working in the Chemistry Stockrooms voted to join Local 560; and

Whereas, Local 560 and Dartmouth College have an obligation to bargain over the terms and conditions of employment for the Chemistry Stockroom employees;

Now, therefore, Local 560 and Dartmouth College agree as follows:

1. As of July 1, 2008, the terms and conditions set forth the collective bargaining agreement ("Green Book") between Dartmouth College and Local 560 applied to the bargaining unit employees working in the Chemistry Stockrooms.
2. Each employee's Personal Leave allocation will be adjusted on or about January 1, 2009 so that they receive the contractually agreed upon amount of Personal Leave for the period from July 1, 2008 through December 31, 2009.
3. The employees will receive the general wage increases and any applicable retroactive pay as set forth in the collective bargaining agreement between the College and the Union that became effective on July 1, 2008.
4. The Chemistry Stockroom positions at issue here will be placed on the compensation schedule in Grade K. In addition, on July 1, 2008, each employee's rate of pay will be increased by an amount equal to one half of the difference between his rate of pay and Grade K. As of January 1, 2009, all employees in this position will be paid at the rate for Grade K. In addition, if any employees are hired into these positions prior to January 1, 2009, regardless of any other agreements between the College and the Union, their rate of pay shall be set so that it is no greater than current rate of pay of any of the employees who were in those positions at the date of this agreement.


Dartmouth College

7-24-13
Date


SEIU Local 560

7-26-13
Date

Memorandum of Understanding Regarding Educational Benefit

Whereas, the College provides tuition reimbursement for benefit eligible employees who enroll in and complete courses at an accredited college or university; and

Whereas, this benefit is not widely utilized by the unionized employees of the College; and

Whereas, the College and the Union recognize that increased educational opportunities may benefit individual employees.

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

1. Representatives of the Union and the College will meet to formulate proposals to provide reimbursement for non-degree educational opportunities.
2. These proposals will be submitted to the Chief Human Resources Officer for consideration.
3. These proposals shall not preclude individual departments from providing opportunities for training and development to individual bargaining unit members.
4. These proposals will not obligate the College to expand the educational benefit.


Myron S. McLean
Dartmouth College

7-24-13
Date


Earl F. Savelle
SEIU Local 560

7-26-13
Date

Request for Bereavement Pay

Employee name: _____

I hereby request bereavement leave/pay under provisions of Article XIII for the following named individual.

(Name of deceased)

Whose relationship to me was:

___ Husband	___ Grandmother
___ Wife	___ Grandfather
___ same sex domestic partner	___ Brother-in-law
___ Son	___ Sister-in-law
___ Daughter	___ Son-in-law
	___ Daughter-in-law
___ Mother	___ Aunt
___ Father	___ Uncle
___ Sister	___ Step-Brother
___ Brother	___ Step-Sister
___ current Father-in-law	___ Half-Brother
___ current Mother-in-law	___ Half-Sister
___ Grandson	___ Step-Mother
___ Granddaughter	___ Step-Father

Date(s) of leave requested per Article XIII.

Date and place of funeral service (if applicable) _____

(signed)

(date)

(supervisor signature)

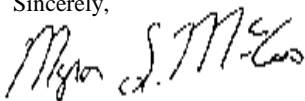
August 29, 2013

Earl F. Sweet
SEIU President Local 560
10 Jordan Court
Lebanon, NH 03755

Dear Earl,

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.

Sincerely,



Myron S. McCoo
Vice President of Human Resources

August 29, 2013

Earl F. Sweet
SEIU President Local 560
10 Jordan Court
Lebanon, NH 03755

Dear Earl,

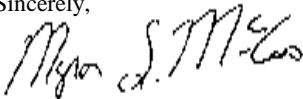
This letter is to ensure that employees who have sick leave accumulated prior to July 1, 1985, may use this sick leave to supplement the current Personal Leave and Short Term Disability programs, with any unused balance paid at termination. Payment will be made at the straight-time rate in effect at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

Sincerely,



Myron S. McCoo
Vice President of Human Resources

August 29, 2013

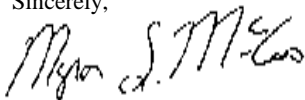
Earl F. Sweet
SEIU President Local 560
10 Jordan Court
Lebanon, NH 03755

Dear Earl,

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.

Sincerely,



Myron S. McCoo
Vice President of Human Resources

August 29, 2013

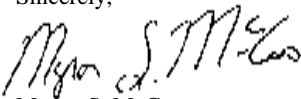
Earl F. Sweet
SEIU President Local 560
10 Jordan Court
Lebanon, NH 03755

Dear Earl,

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.

Sincerely,



Myron S. McCoo
Vice President of Human Resources

Date: August 29, 2013

To: Apprenticeship Program Applicants

From: Myron S. McCoo and Earl F. Sweet

Subj: FO&M Apprenticeship Program Information and Selection Procedures

Selection to be a member of the apprenticeship program will be as specified in Section XI and XII of the Standards of Apprenticeship guidelines between the SEIU Local 560 and Dartmouth College and as further detailed in this memorandum. It is the intent of the apprenticeship program to give two current members of the union who have not learned a trade, the opportunity to do so. At this time, the two trades that will accept apprentices are the Carpenter's Shop and the Heating Plant. It is also the intent of the parties that one of the two apprenticeship positions will be reserved for a union member who is either a woman or applicant of color.

People considering applying to the apprentice program should be aware of the following requirements. First, the program duration for a person with no previous experience is four years. During each year of the program, the member will be required to take 144 hours of classroom training paid for by the College, typically on the person's own time. The training courses will be determined by the NH Joint Apprenticeship Council and must be completed with a passing grade of at least 70%. Grades not meeting this standard may be cause for removal of the person from the program.

The minimum qualifications to be considered for the program are that the person must be of legal working age, have a valid driver's license, and be qualified under the Dartmouth College Driver Policy. The person also must possess such speaking,

reading, and comprehension abilities as may be essential for reading and understanding written and oral instructions

applicable to their occupation. He/she must be physically capable of performing the work of the occupation.

Further, the local Joint Apprenticeship Committee, as defined in the agreement, will review all applications using the following criteria as the basis of selection. The criteria for selection of candidates for the apprenticeship program will be as follows, or as modified by agreement of the joint apprenticeship committee:

1. There will be a general announcement to all SEIU members of the opening for an apprentice position, stating the location of that opening.
2. Interested union members must apply in writing as described in the announcement within a two week period after the general announcement in order to be considered for the position.
3. The Joint Apprenticeship Committee shall select a person for the position based upon the following criteria in the stated order of importance: aptitude and relevant skills, positive attitude, reading, writing and math skills, and seniority.
4. The applicants for apprenticeship positions must have a minimum of two years of membership in the SEIU.
5. It will be expected that each applicant will include with his/her application, a letter written by the applicant explaining why he/she wants an apprenticeship position.
6. The applicants will also be expected to provide three letters of recommendation from current or previous supervisors or

acquaintances explaining why the applicant is a good candidate for the position of apprentice.

With all of the above information provided, the Local Joint Apprenticeship Committee will meet to determine who will be selected to fill the apprenticeship positions.