

AGREEMENT

between

DARTMOUTH COLLEGE
HANOVER, NEW HAMPSHIRE

and

LOCAL 919
of the

**International Alliance of
Theatrical Stage Employees, Moving
Picture Technicians, Artists and Allied
Crafts of the
United States and Canada**
Burlington, Vermont



July 1, 2023 to June 30, 2025

PREAMBLE.....	3
ARTICLE 1 RECOGNITION AND SCOPE OF WORK	4
ARTICLE 2 MANAGEMENT RIGHTS	7
ARTICLE 3 NO STRIKE OR LOCKOUT	10
ARTICLE 4 CHECK-OFF	11
ARTICLE 5 NO DISCRIMINATION	12
ARTICLE 6 GRIEVANCE AND ARBITRATION.....	13
ARTICLE 7 HOURS OF WORK AND OVERTIME.....	15
ARTICLE 8 MEALS, BREAKS AND CLEAN UP PERIOD	18
ARTICLE 9 SCHEDULING, CALL REQUIREMENTS AND MINIMUMS.....	19
ARTICLE 10 POSTINGS AND PROBATION	23
ARTICLE 11 SAFETY	24
ARTICLE 12 LABOR MANAGEMENT COOPERATION AND UNION ACTIVITY	25
ARTICLE 13 PROGRAM CREDITS	27
ARTICLE 14 ABSENCE WITHOUT NOTIFICATION	28
ARTICLE 15 CIVIC DUTIES	29
ARTICLE 16 TRAINING	29
ARTICLE 17 JURY DUTY	31
ARTICLE 18 BEREAVEMENT LEAVE.....	31
ARTICLE 19 HOLIDAYS.....	32
ARTICLE 20 LEAVES OF ABSENCE.....	33
ARTICLE 21 PERSONAL DAYS	39
ARTICLE 22 VACATION.....	40
ARTICLE 23 SHORT TERM DISABILITY	42
ARTICLE 24 BENEFITS - GENERAL.....	43

ARTICLE 25 ADOPTION BENEFIT.....	44
ARTICLE 26 INTEREST FREE LOANS.....	44
ARTICLE 27 RETIREMENT PLANS.....	45
ARTICLE 28 COLLEGE BUSINESS TRAVEL ACCIDENT INSURANCE	46
ARTICLE 29 STUDENTS	47
ARTICLE 30 ENTIRE AGREEMENT AND LEGISLATION	48
ARTICLE 31 SEPARABILITY	48
ARTICLE 32 SCOPE OF THE AGREEMENT.....	49
ARTICLE 33 TERM OF AGREEMENT.....	49
ARTICLE A.1 GENERAL CLASSIFICATIONS	50
ARTICLE A.2 WAGES	51
ARTICLE B.1 GENERAL CLASSIFICATIONS.....	52
ARTICLE B.2 CLASSIFICATIONS AND WAGES	53
ARTICLE B.3 FRINGE BENEFITS.....	55
ARTICLE B.4 DEFINITIONS AND TOOLS.....	57

PREAMBLE

“The Hopkins Center's mission is to ignite and sustain a passion for the arts within Dartmouth and its greater community and provide the core educational environment for the study, creation and presentation of the arts.”

Consistent with this mission, the members of the bargaining unit and the Production Management team agree that the terms and conditions of employment set forth below are guided by the following principles:

- Everyone is treated respectfully.
- Teamwork is critical to the Mission.
- Open and honest communications are essential.
- Healthy conflict leads to better decision-making.
- We are committed to and celebrate diversity and tolerance.
- Preparedness and punctuality are critical to the success of the team.
- We foster a learning environment and the continuing professional development of all staff.
- We are vigilant in evaluating and challenging systems which support our work.
- We maintain reasonable flexibility in the face of change.
- As we focus on our goals to achieve success, we also take time to recognize and celebrate achievements of both individuals and the team.

Consistent with these principles, the Union and the College now agree to the following terms:

ARTICLE 1

RECOGNITION AND SCOPE OF WORK

1.1 Dartmouth College (hereinafter “College”) recognizes the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 919, (hereinafter “Union”) as the sole and exclusive bargaining agent for all regular full-time (9-month and greater) and regular part-time Hopkins Center Theater technical staff (referred to as Exhibit A Employees) and all temporary technical staff (referred to as Exhibit B Employees) (collectively referred to as “Employees”) employed by the College at Wheelock Street, Hanover, New Hampshire to work events solely sponsored or produced or co-produced by the Hopkins Center.

For the purposes of the Agreement, “sponsored or produced or co-produced by the Hopkins Center” shall be defined as when the Hopkins Center is considered by the College to provide or be responsible for the event planning, facility or theater preparation or strike, and technical staffing for an event.

Employees covered by this agreement shall be used in all such instances, including, but not limited to, technical production support provided to subcontractors required of a Hopkins Center show or production.

All shows and events in Spaulding Auditorium and the Moore Theater, with the exception of those identified in Section 1.9, require the use of bargaining unit employees.

1.2 Specifically excluded from this recognition are

(a) Hopkins Center supervisors, managers, and administrative staff;

(b) Students;

(c) Projectionists employed by Hopkins Center Film;

(d) Employees and subcontractors of other Dartmouth departments such as the Office of Communications, Conferences and Events, and Information Technology and Consulting; and

(e) All regular full-time and regular part-time Department of Theater employees.

1.3 A regular full-time Employee is one who is scheduled regularly to work at least forty (40) hours per week, in a 9-month or greater appointment. A regular part-time Employee is one who is scheduled regularly to work fewer than forty (40) but at least twenty (20) hours per week, in a 9-month or greater appointment. As used throughout this Agreement, the term “regular full-time Employee” includes 9-month or greater employees, unless the text states otherwise.

1.4 The College shall determine its labor needs for a particular Show or Event with no minimum number of Employees. Nothing in this Agreement shall require the Hopkins Center to perform any particular type of work.

Bargaining unit work performed for Shows or Events solely sponsored or produced or co-produced by the College’s Hopkins Center shall be performed by Employees under this Agreement except: (1) in cases of emergency; or (2) where the Union cannot fill the call after notice as provided for herein; or (3) where such work involves short-term, minimal tasks which do not avoid the assignment of a call or result in early dismissal from a call.

An individual designated by and traveling with a Show who possesses the specialized knowledge of the Show may either direct or coordinate Employees covered by this Agreement and/or operate equipment being utilized by the Show while the Union Department Head is on site. The

College reserves the right to use or employ students subject to the provisions set forth herein.

1.5 The College will determine, in its sole discretion, if Employees will be required for events and/or programs (such as College or community programs) that are not solely sponsored or produced or co-produced by the Hopkins Center.

1.6 Specifically excluded from the stage lighting, sound amplification duties and Audio/Visual support which shall otherwise be performed exclusively by Employees are the following:

- (a) House lighting or decorative lighting which does not involve lighting cues;
- (b) The public address system maintained by the College, where it is not used as an integral part of the presentation;
- (c) The setting up, operation or striking of a stage, auditorium or meeting room set-up involving no more than four microphones, dual speakers and a sound mixer board, direct connection of a computer to a portable display, and/or architectural control systems for lighting/audio/video;
- (d) The Assisted Listening System, to the extent it does not require the operation of the sound board;
- (e) The Audio/Visual systems maintained by Hopkins Center Film and the Dartmouth Film Society; and
- (f) the systems maintained by Dartmouth Information Technology and Consulting – including Classroom Technology Services, Media Production Group, Network Services and any subcontractors of these departments; and

(g) the equipment used within the Hopkins Center to create and display marketing or promotional material, including online and social media content.

1.7 The College agrees that when the Department of Theater requires additional temporary non-student carpentry, painting, and/or electrical personnel, such work shall be performed by Employees under the terms and conditions of this agreement.

1.8 This clause intentionally left blank.

1.9 The Union recognizes the mission of the College's Academic Departments is the education of students, and thus all students engaged in student or academic productions, irrespective of any involvement of the Hopkins Center, are exempt from the Agreement. No professional production shall be sponsored by an Academic Department for the sole purpose of avoiding the use of bargaining unit members.

1.10 All Employees covered by this Agreement shall perform non-bargaining unit work in cases of emergency.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 The management of the College, and its facilities and the direction of the work force, is vested exclusively with the College. Only the College will hire, fire, supervise, and establish the wages, hours and working conditions (subject to the terms of this Agreement) of Employees. The College will instruct and direct the work of Employees, either directly through management or non-management employees or indirectly through non-Employee personnel with whom the College or its tenant or licensee has contracted. The College retains the sole

rights to hire, discipline or discharge for cause, lay off, promote, transfer and assign its Employees, determine or change (with reasonable notice) the starting and quitting time and number of hours worked; to promulgate and to change from time to time reasonable rules and regulations regarding operations, work and safety issues and procedures and other matters; to assign duties to the work force; to subcontract work; to establish new work classifications covered by this Agreement if it pertains to bargaining unit work; to organize, enlarge or reduce a department, function or division; to introduce new or improved facilities or methods of operation; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the College prior to the execution of this Agreement. The College agrees that in exercising its right to subcontract work a regular full-time or a regular part-time employee will not be laid off for lack of work. Nor shall an employee defined under Exhibit B be denied reasonable employment opportunities.

2.2 There are no minimum staffing requirements or provisions applicable to the College or to any facility in which work is performed under the terms of this Agreement.

2.3 In the event of a disagreement concerning work jurisdiction as between the Employees covered by this Agreement and other employees of the College or employees of another employer, the College shall attempt to resolve any such work dispute by meeting with representatives of each party in dispute, including any employees or workers who are not in the bargaining unit represented by the Union. In the event a mutually satisfactory solution cannot be reached at such meeting, the College will make the final decision with respect thereto. If the Union disagrees with the College's decision, after complying with that decision, the Union may pursue the matter through the grievance and arbitration procedure.

2.4 It is expressly understood and agreed that all rights, powers or authority that the College lists in this Article 2 are retained except those surrendered, modified and/or abridged by any specific terms or provisions of this Agreement.

2.5 Notwithstanding other provisions of this agreement, the College agrees that no employees shall be laid off during the term of this agreement.

ARTICLE 3

NO STRIKE OR LOCKOUT

3.1 The parties agree that the grievance and arbitration procedures set forth in this Agreement shall be the sole and exclusive means of resolving all grievances arising under this Agreement.

3.2 There shall be no lockout by the College of Employees covered by this Agreement during the term of this Agreement.

3.3 For the term of this Agreement, the Union, its officers, members and representatives and all workers covered by this Agreement shall not in any way authorize, instigate, ratify, condone or participate in any strike, sympathy strike, work slowdown, work stoppage, refusal to perform work, boycott, picketing or any other demonstration, interruption or interference with the operation or business of the College or any Shows or Events produced or sponsored by the College or the Hopkins Center.

3.4 Employees are not prohibited from participating in off-duty demonstrations at the College that do not otherwise interrupt or interfere with the operation or business of the College or any Shows or Events produced or sponsored by the College or the Hopkins Center.

3.5 In the event that any Employee or group of Employees in the bargaining unit covered by this Agreement shall, during its term, engage in any of the activities herein prohibited, the Union agrees, upon being notified by the College, to instruct such Employee or group of Employees to immediately cease such prohibited activity and attempt to bring an immediate end to such violation.

3.6 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 cause and shall not be subject to the grievance and arbitration procedures, except as to the fact of such participation or encouragement.

ARTICLE 4 CHECK-OFF

4.1 All Employees who, at the date of this Agreement are members of the Union, and all present full-time employees who voluntarily become members of the Union on or after said date shall, as a condition of continued employment in a job falling within the designated bargaining unit, maintain their membership in the Union for the duration of this Agreement. An employee's membership shall be deemed maintained so long as they pay or tender the periodic dues, assessments and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. New employees hired after the date of this Agreement shall, as a condition of continued employment, become members of the Union following the expiration of their ninety (90) day probationary period.

4.2 Upon receipt of a written authorization from an Employee, the College shall, pursuant to such authorization, deduct from the wages due said Employee each month, and remit to the Union regular monthly working assessments as fixed by the Union.

4.3 The College shall be relieved from making such "check-off" deductions (a) following issuance of an Employee's final paycheck upon termination of employment, or (b) after transfer to a job other than one covered by the bargaining unit, or (c) after lay off from work, or (d) after commencement of an authorized leave of absence.

4.4 Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the College will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by the above.

4.5 Each month, the College shall remit to the Union all deductions for working assessments made from the wages of Employees for the preceding month, together with a list of all Employees for whom such assessments have been deducted, their gross wages and the amount deducted.

4.6 It is specifically agreed that the College assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the College harmless from any claims, actions or proceedings (including counsel fees) by any Employee arising from deductions made by the College hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

4.7 The Union agrees to provide the College with written certification of the amounts to be deducted from earned wages of employees who are members of the union. The Union further agrees that it will notify the College of any change(s) in writing ninety (90) days before said change(s) will be effective.

ARTICLE 5 NO DISCRIMINATION

5.1 Neither the College, the Union, nor any Employee covered by this Agreement shall discriminate against or in favor of any Employee on account of membership in, or activities on behalf of, the Union, or on the basis of race, color, creed, national origin, religion, sex, sexual

orientation, gender identity or expression, marital status, age, disability, or any other protected characteristic under state or federal law or regulation.

5.2 It is understood that the parties share a common goal of establishing and maintaining a work environment free from all forms of unlawful harassment, including racial, religious or sexual harassment or any form of harassment based on color, creed, national origin, sex, sexual orientation, gender identity or expression, marital status, age, disability, or any other protected characteristic under state or federal law or regulation. Any such form of unlawful harassment of employees, students, guests, visitors, performers or members of the audience will constitute a violation of the College's non-discrimination policy and/or Title IX policy and be grounds for immediate termination of employment by the College.

ARTICLE 6 GRIEVANCE AND ARBITRATION

6.1 A grievance is a dispute between the parties hereto concerning the application, meaning or interpretation of a specific provision of this Agreement, and shall be resolved in the following manner:

Subject to 6.5 below, all references to “working” days shall refer to only the following days: Monday, Tuesday, Wednesday, Thursday and Friday.

Step 1: An Employee having a grievance shall discuss it with their Union Steward and their immediate supervisor within seventy-two (72) hours after the occurrence giving rise to the grievance. The College shall give its response through the supervisor to the Employee and the Union Steward within five (5) working days after the presentation of the grievance.

Step 2: In the event the grievance is not resolved under Step 1, the Union shall, within five (5) working days

thereafter, reduce the grievance to writing (together with an identification of the specific contract provision allegedly violated and the relief requested) and present it to the designated College representative who shall attempt to adjust the matter within fifteen (15) working days.

Step 3: If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented by the Union designee in Step 3. A grievance shall be presented in this step to the designated College representative who shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

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

6.3 Failure on the part of the College to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

6.4 Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 by notice in writing within five (5) working days of the discharge or suspension.

6.5 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays and such other times as the Hopkins Center is closed.

6.6 Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved in accordance with College's last position and shall not thereafter be considered subject to the Grievance and Arbitration provisions of this Agreement.

6.7 A grievance which has not been resolved may, within fifteen (15) working days after completion of Step 3 of the Grievance Procedure, be referred for arbitration by the Union to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

6.8 The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

6.9 The award of an arbitrator hereunder shall be final, conclusive and binding upon the College, the Union and the Employees. Any award for back pay shall be reduced by any unemployment compensation or other compensation that the aggrieved may have received from any source for the working hours for which back pay is claimed.

6.10 The arbitrator shall have jurisdiction only over grievances after completion of the Grievance Procedure and they shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

6.11 This grievance and arbitration procedure shall remain in effect after the expiration or termination of this Agreement until a new Agreement takes effect.

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

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.1 This article is intended to set forth the provisions for calculating the payment of overtime and identifying the circumstances wherein the payment of overtime is

applicable. It shall not be construed as a guarantee of hours of work per day or per week or a limitation on the rights of the College to require or regulate overtime work or to schedule split shifts. There is no guarantee of overtime.

7.2 No Employee shall be dismissed from a call category solely for the purpose of avoiding overtime.

7.3 Time and one half (1.5x) the regular rate shall be paid under the following circumstances:

(a) All hours worked in excess of 8 hours in any one work day; or

(b) All hours worked in excess of 40 straight time hours in a work week

(c) All hours worked beyond three hours without a break as provided for in Article 8.4.

7.4 Two times (2x) the regular rate shall be paid under the following circumstances:

(a) All hours worked in excess of 14 hours in a work day

(b) All hours worked in the absence of eight (8) hours between the conclusion of work on one day and the commencement of the next day's call when the Employee is not, at the conclusion of their prior call, given a modification to the schedule to allow them to report for the subsequent call after eight (8) hours have passed.

(c) For Exhibit A Employees: All hours worked by Exhibit A employees on the seventh consecutive workday for the College, until the Employee has one full day off.

For Exhibit B Employees: All hours worked by Exhibit B employees on the eighth consecutive workday for the College until the Employee has one full day off.

(d) All hours worked on a holiday as provided for in Article 19.3.

7.5 In no event shall anything contained in this Agreement require the duplication, combining or pyramiding of overtime or premium rates of pay 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. This provision does not prohibit the payment of premium pay as provided for in this Agreement.

Furthermore, the rate at which an employee is being paid for the work in question, which could be the employee's regular rate, time and one-half, or double time, shall be used for purposes of calculating penalties due based on missed breaks.

7.6 Paid personal leave, vacation and/or holidays will count toward the computation of hours worked for the purposes of calculating overtime.

7.7 Where an employee in a single workweek works at two or more different types of work for which different straight-time rates have been established, the regular rate for that week for purposes of calculating overtime is the weighted average of such rates. That is, the earnings from all such rates are added together and this total is then divided by the total number of hours worked at all jobs.

ARTICLE 8

MEALS, BREAKS AND CLEAN UP PERIOD

8.1 Employees shall normally be scheduled for and provided with an unpaid meal period of sixty (60) minutes upon or within 5 consecutive hours of work, or a paid meal period of thirty (30) minutes and the employee will be permitted to eat a meal provided by the College. This provision will be administered in accordance with NH RSA 275:30-a.

8.2 The scheduling of meal periods and the designation of an Employee's unpaid meal period and/or abbreviated meal period shall be determined in the sole discretion of the College.

8.3 There shall be a ten (10) minute wash-up period prior to the end of each call. The intent of the wash-up period at the end of the call is to provide time to clean and secure the work area and to allow employees to wash-up prior to the end of the call. If the wash-up period is exceeded, the Employees will be paid for the next half hour.

8.4 A fifteen (15) minute break will be required after any three consecutive hours of work. For a show or show/strike or dress rehearsal call, the break shall be at the earliest possible time at the conclusion of a performance. A member of management or a representative of management shall be responsible for calling all breaks. Break schedules may be altered to encompass more than three (3) consecutive hours of work by mutual agreement. At such times, the Steward and the manager on call shall discuss an acceptable break schedule to take place at the most convenient time after the delay, or in the alternative the 15 minutes of paid time shall be added to the end of the call. In other cases, there shall be a ten (10) minute grace period to call scheduled breaks, after which Employees required to work beyond the time of the required break call will be compensated at time and one

half, in half hour increments, until the break is called. It is understood that all Employees need not be on break simultaneously and that breaks shall be taken when least disruptive to the flow of work.

8.5 On a non-show work day, typically referred to as a “project day” for the Exhibit A employees, management and the Steward or a designated Union representative may agree to move the coffee break to the end of each shift and may schedule a one-half hour coffee break.

ARTICLE 9 SCHEDULING, CALL REQUIREMENTS AND MINIMUMS

9.1 The work week for all Employees shall begin on Sunday at 12:00 a.m. and end the following Saturday at 11:59 p.m., during which time Exhibit A employees will be scheduled for not less than forty (40) hours work. There is no normal or minimum schedule of hours of work for Exhibit B employees. The parties understand and agree that the scheduling of Employees is largely a function of the requirements of the Hopkins Center show and event schedule. Determination of daily and weekly work schedules shall be made by the College and will be distributed to Exhibit A employees two weeks in advance. Distribution of actual job assignments shall be made as soon as possible, but not later than three days prior to the event.

9.2 The Union agrees to furnish Employees for all calls placed by the College per the Union's referral system. The College shall contact the Union Business Agent for the purposes of providing Exhibit B employees to work calls under the terms of this Agreement. All Exhibit B employees will be assigned by the Local 919 Business Agent.

9.3 The College has the right to request Employees it prefers and to refuse specific referrals based on prior experience with an employee. Such requests and/or refusals by the College shall be made by email with an explanation of any refusal. The Business Agent will attempt to fill calls with those Employees requested, as long as it does not violate established Union guidelines, does not conflict with Article 5 or otherwise violate state or federal law. The College may also refer individuals to the Union for assignment per the Union's referral system. These individuals shall be given the same consideration as other applicants.

9.4 The College will typically provide the Union's Business Agent with twelve (12) calendar days notice of a call and will provide a minimum notice of nine (9) calendar days for all calls. The College shall make every reasonable effort to call the Union's Business Agent by 2:00 p.m. of the previous day for all repeat or extended calls. Employees referred to the College shall be available to start work at the call time. It shall be normal practice that once a call is filled for a show or event, the Employees on the call remain on the call for the duration of the show or event; however, alternative assignments can be made to meet a specific production need. Nothing herein will require a minimum staffing for a show or event. The Union's Business Agent will typically provide the College with five (5) calendar days notice of the names of the employees filling a call and will provide a minimum of three (3) calendar days notice of the names of the employees filling a call.

9.5 It is understood and agreed that the College will minimize schedule changes and will not arbitrarily change hours of work. Exhibit A employees will be given forty-eight (48) hours prior notice of a change in schedule and at least twenty-four (24) hours' notice of a call cancellation prior to the start of a call.

9.6 The College will provide notice of a schedule change or call cancellation to affected Exhibit A employees through electronic correspondence and by telephone if the Employees are not on site when the schedule change or call cancellation decision is made.

9.7 Exhibit B employees will be given at least twenty-four (24) hours notice of a call change, including a cancellation, prior to the start of a call. The College will provide notice of a call change or cancellation affecting an Exhibit B employee to the Union Business Agent through both electronic correspondence and via telephone. The notification will be met if the College gives notice to the Union Business Agent no later than twenty-four (24) hours of the call's scheduled start time, except that the College will give notice of a call change, including the cancellation of a call, to any affected Exhibit B employees who are on site. Failure to meet the notification deadline for Exhibit B employees will result in the payment of the minimum call for that day, except in cases where the cancellation results from an emergency, or act of God.

9.8 For each show or event covered by this Agreement, there will be a Department Head designated by the College from the Exhibit A employees. When no Exhibit A employee is designated as a department head, the first Exhibit B employee called in any department shall serve as a Department Head and shall be compensated at the Department Head rate designated in Exhibit B. The Department Head will serve as the lead person for the work being performed in that department. The College and the Union agree that there may be a need for a Board Operator and Master Electrician during a particular show or event. While the final decision as to how to staff the event rests with the College, the need for a Board Operator and Master Electrician will be discussed during pre-production meetings. The Definitions set forth in Exhibit B are hereby incorporated by reference into the Agreement and into Exhibit A.

9.9 The minimum call for regular full-time Exhibit A employees shall be four (4) hours. There shall be a five (5) hour minimum call for Exhibit B employees regardless of the call category. In addition, on calls of eight (8) hours or more, Exhibit B Employees who complete their work before the scheduled end of the call will be paid for a minimum of eight (8) hours if released prior to the scheduled end of the call. Management shall have the option of having these employees perform maintenance work until the end of the call.

9.10 When four (4) or more hours fall between assignments during a day, this will be considered a Split Shift and the latter assignment will be considered a new call subject to the minimums established in 9.9.

9.11 A "small call" occurs when five (5) or fewer Employees on the call are assigned to a single show or event and work on a non-departmental basis. A show or event, including its load in, set up, rehearsal, show and strike, running more than one day and utilizing more than five (5) employees for any of its work calls shall not have a "small call" at any time during its production with the exception of Developmental Residencies outlined in section 9.14. All Exhibit B employees called for a Small Call will be paid at the Department Head rate.

9.12 It shall be the responsibility of every Employee to provide the College with their current mailing address, email address, and a telephone number with voice mail at which they can be contacted.

9.13 The College and the Union will honor all yellow card attractions. The Union will provide the College with a copy of any yellow card and additional information it may receive from a touring show or attraction immediately upon receipt.

9.14 For Developmental Residencies, where artists are engaged in inception, development, and creation of their

work, the College will determine when bargaining unit members and which departments are required to be present during the rehearsal process, taking into account the complexities of each technical department.

Bargaining unit employees shall participate in any load-in, focus, public showings, and strike calls for these Developmental Residencies. These calls may be staffed as a mix of standard and small calls.

ARTICLE 10 POSTINGS AND PROBATION

10.1 When the College seeks to fill regular full-time or regular part-time positions in the bargaining unit the Union will be provided with notice and will be allowed seven (7) calendar days to submit applications prior to the College's considering applicants from other sources. The College agrees to give preference for employment to applicants who are members of the Union and who have previously been employed as stage employees within the Local's jurisdiction, so long as such preference is not inconsistent with College hiring policy.

10.2 Newly hired regular full-time and regular part-time employees and former employees who are not rehired into the last position they held at the College 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 the accumulation of ninety (90) calendar days). The probationary period may be extended by mutual consent. During the probationary period, the College retains the right to discharge, suspend or discipline such Employees at its sole discretion and without recourse on the part of the Employee or Union.

10.3 Following completion of the probationary period, the College shall have the right to discharge, suspend or discipline any Employee for just cause, subject to the

grievance and arbitration procedures under the terms of this Agreement.

ARTICLE 11 SAFETY

11.1 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 is a shared concern of the College and the Union. The College agrees that the Union Steward will receive any safety and/or inspection reports received regarding such areas where bargaining unit work is performed.

11.2 Proposed changes in safety policies that only pertain to Hopkins Center technical employees shall be submitted to the Union Steward for review, discussion and recommendation prior to implementation. The College will notify the Union through the Business Agent and the Steward of changes to the College's safety policies that pertain to Hopkins Center technical employees. The Union will provide notice of these changes to Exhibit B employees. The College will directly notify Exhibit A employees of any such changes.

11.3 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 declines to perform an assignment based on their good faith belief that the assignment does not comply with state or federal safety requirements or otherwise presents a dangerous condition (that is not generally inherent in theater work) will not be subject to discharge or discipline.

11.4 The College will make reasonable attempts to keep employees informed on construction and renovation projects being performed in the Hopkins Center.

ARTICLE 12 LABOR MANAGEMENT COOPERATION AND UNION ACTIVITY

12.1 Labor-Management Meetings

(a) There will be an opportunity to conduct a Labor Management meeting wherein representatives of the Union and representatives of the College will meet during Spring Term and Fall Term of each year, to discuss pending or current problems involving the respective parties. By mutual agreement of the parties, a meeting may be cancelled if there is a lack of an agenda. The parties agree that these meetings are important to maintaining communications and informally resolving disputes between them. This meeting shall be attended by the Steward, a member of the Union's Executive Board designated by the President, Hopkins Center Production Management, and a representative of Dartmouth College Human Resources. The Steward shall suffer no loss of pay if these meetings are scheduled during working hours. Any member of the Union who desires to attend this meeting shall be allowed reasonable time off (subject to work requirements at the time of the request) to attend the meeting, but the College shall not be required to pay employees for such time off.

(b) The College agrees to conduct bi-weekly production and post-production meetings for regular full-time Employees. Members of the bargaining unit may advise the Production Manager or the Assistant Production Manager in advance of the meeting if there are issues that the Employee would like addressed at the meeting. The item(s) to be discussed at these

meetings and the duration of these meetings shall be determined by the College. The purpose of these meetings will be to facilitate the implementation of managerial decisions related but not limited to scheduling, planning, maintenance, assignments, etc. If scheduling will be discussed at the meeting, Management will attempt to provide a copy of the proposed schedule to members of the bargaining unit in advance of the meeting.

(c) Attendance by employees who are required to attend bi-weekly production and post-production meetings will result in no loss of paid time.

(d) It is agreed that the foregoing shall not in any way limit the College's managerial rights, including but not limited to its ability to hold meetings with Employees as it deems appropriate.

12.2 No Employee shall engage in any Union activity including the distribution of literature that interferes with or interrupts the performance of their work or the work of others and/or College operations.

12.3 The Union Business Representative and other individuals designated in writing by the Union to the College in advance shall have access to the work areas of the facilities of the College for the purposes of administering this Agreement. They shall announce their presence to the College upon or before arrival at the facility by contacting the Hopkins Center Production Office during normal business hours. All announcements and messages shall include the identity of the person, their arrival time and departure time.

12.4 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 a representative of the College's Human Resources office (to be designated) will endeavor to resolve any questions that may arise under this Article prior to any issue being submitted to the grievance procedure.

12.5 The Union shall designate from among the regular full-time and regular part-time employees a Union Steward who shall be recognized as the Union's representative to administer and enforce this Agreement. The Union shall notify the College of the individual so designated. When on site outside their scheduled work hours to perform the duties of their Union position, the Union Steward will announce their presence as set forth in Article 12, Section 12.3. In addition to the Union Steward designated as set forth herein, the Union may also designate a "Call Steward", who shall serve as the steward on any call in which the Union Steward is not present. The Union shall provide notice of the Call Steward via the Business Agent Call Sheet.

12.6 The Union Steward shall be afforded reasonable opportunity to investigate grievances and participate in the three step grievance process set forth in Article 6, Section 6.1 with no loss of paid time, provided that this shall not interfere or interrupt their assigned work and/or College operations.

ARTICLE 13 PROGRAM CREDITS

13.1 The IATSE emblem shall appear in all programs or written materials prepared by the College that are distributed to patrons attending professional touring acts and non-academic student productions solely sponsored and produced by the Hopkins Center. The emblem's

placement shall be determined by the College and shall be 5/8" x 5/8" or larger in size.

13.2 The IATSE emblem shall appear in all video and film projects prepared by, for, at or about the College which feature or require IATSE technical production support. The emblem placement, size and duration or readability shall conform to industry standards and the expectation of a contemporary viewing audience as determined by the Production Manager and the Steward. The name of IATSE Local 919 and its regional affiliation shall be announced as credits for any radio broadcast and/or listed on any audio recordings for distribution to the general public.

13.3 The IATSE emblem shall appear on the "Live Event" marketing slide of any event supported by IATSE that is displayed on digital signage within the Hopkins Center. The emblem's placement and appearance shall be determined by the College.

ARTICLE 14

ABSENCE WITHOUT NOTIFICATION

14.1 Employees must notify their supervisor of each occurrence they are going to be absent for any reason. If an employee is absent without prior approval of their supervisor, they must notify the supervisor of the reason for absence at the earliest possible time. If an Exhibit A employee has not provided such notification before the end of three (3) consecutive working days, the College will consider that the employee has voluntarily quit without notice. If an Exhibit B employee has not provided that notice for three (3) scheduled work days during the term of this Agreement, consecutive or otherwise, the College will thereafter have sufficient cause to refuse efforts by the Union to assign that employee for any future work.

ARTICLE 15 CIVIC DUTIES

15.1 Regular Full-time and Regular part-time Employees performing civic duties as shown below shall be paid by the College an amount equal to the difference between what they receive for such duty (excluding expenses) and their regular rate of pay, not to exceed ten (10) workdays per fiscal year.

15.1.a Employees who are bona fide members of a fire department performing firefighting duties which may be required of a member of a fire department.

15.1.b Employees who are members of the Civil Air Patrol, or the Upper Valley Search and Rescue Squad (deputized by the State Police or Fish and Game), while engaged in search and/or rescue duty.

15.1.c Employees who are members of the National Guard or Military Reserve, while engaged in voluntary or involuntary service training. This training may exceed ten (10) days. The employee must present orders, before, during or after the training to their supervisor, and should give as much notice of such absence as possible.

15.1.d At the discretion of Production Management for the purpose of donating blood during the quarterly Red Cross blood drawing at the College.

ARTICLE 16 TRAINING

16.1 If the College requests that an employee attend a professional workshop, seminar or conference in the theatrical arts, attendance will result in no lost work time and the registration costs will be paid by the College. In this circumstance the employee will also be reimbursed for reasonable expenses associated with their attendance.

16.2 Upon completion of the probationary period, regular full-time and regular part-time employees may request time off to attend a professional workshop, seminar or conference in the theatrical arts. Such requests will be considered in accordance with the Agreement's vacation and applicable leave provisions, if any. All costs associated with the employee's attendance under this circumstance shall be borne by the employee. Time lost from work is unpaid, unless the employee is otherwise entitled to draw from their vacation days.

16.3 When attendance at a professional workshop, seminar or conference in the theatrical arts is in accordance with Section 16.1, travel time will be considered as hours worked as follows.

(a) One Day Trips: When employees who normally work at one location are given a special one-day assignment that requires them to travel to another city, all travel time involved counts as hours worked. The only times excluded are meal periods and time spent traveling between the employee's home and point of departure e.g. rail station, airport etc., and therefore are not counted as hours worked and is not compensated.

(b) Overnight Travel: When employees are required to take a trip by car, train, or other public transportation that keeps them away from home overnight, all time spent traveling during the hours corresponding to the employee's normal working hours is counted as time worked. Meal periods and time spent traveling between the employee's home and point of departure e.g. rail station, airport etc. and time spent traveling outside the employee's regular working hours will not be counted as hours worked and thus will not be compensated.

ARTICLE 17

JURY DUTY

17.1 An Employee called to jury duty or who is subpoenaed must inform their supervisor as soon as notification is received. Regular full-time and regular part-time employees will receive the difference between what they receive for such duty and their regular straight time pay for all hours spent on jury duty during the hours that would normally have been their scheduled working hours. The Employee is responsible for requesting from the Clerk of Court a statement of time served and for providing this statement to their supervisor and for providing documentation relative to monies received for jury duty. It is expected that, with due consideration given to time and travel factors, an Employee will return to work on a day when a court releases them temporarily or otherwise from jury duty. Hours paid for jury duty service are not counted toward the computation of hours worked for the purposes of calculating overtime.

ARTICLE 18

BEREAVEMENT LEAVE

18.1 In case of death in the immediate family, a regular full-time or regular part-time employee may be excused from work with pay for a maximum of five (5) consecutive work days. A member of the immediate family shall include a parent, spouse, child, sibling, current parent-in-law, domestic partner, grandparent or grandparent-in-law, or member of the household. A regular full-time employee or regular part-time employee may be excused from work with pay for one (1) day to attend the funeral of a close relative who is not a member of the immediate family or household or to serve as a pallbearer. Reasonable verification of death and relationship shall be furnished to the College when requested. To the extent published Dartmouth policies provide additional benefits for the

terms of bereavement leave, these policies will apply to members of the bargaining unit.

18.2 Hours paid for bereavement leave are not counted toward the computation of hours worked for the purposes of calculating overtime.

18.3 If a death in the family occurs while the employee is on an approved vacation, bereavement leave will be substituted for scheduled vacation in accordance with 18.1.

ARTICLE 19 HOLIDAYS

19.1 Regular full-time and regular part-time employees with three (3) months of continuous service are eligible for the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Day Before or After Christmas Day
(as determined by the College)
- Christmas Day

Said holidays will be observed on the day designated by the College.

19.2 If, during the term of this Agreement the College declares any additional paid holiday(s), such holiday(s) will be granted to the Union.

19.3 Regular full-time and regular part-time employees are paid only for holidays which are observed by the College during the period of their appointment, and will receive one-fifth (1/5) of their normally scheduled weekly straight time hours at their straight time rate.

Employees are not eligible for holiday pay while receiving disability benefits or workers compensation benefits, while on a leave of absence or on the days that begin or end employment.

19.4 A regular full-time or regular part-time employee who works on a holiday listed above on the day it is observed by the College shall be paid in addition to holiday pay, two (2) times the hourly rate for each hour worked on that day.

ARTICLE 20 LEAVES OF ABSENCE

20.1 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 Human Resources.

20.2 Types of Leaves of Absence

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

(a) Personal Leave of Absence

A leave of absence for compelling personal reasons may be granted if, in the opinion of the supervisor, staffing and workload permit. Normally a personal leave will not be granted for a period exceeding three (3) months. In exceptional cases and subject to the approval of the department head and Human Resources, a personal leave may be extended for a period of time equal to the employee's length of continuous service up to a maximum of one (1) year for the total leave of absence including extensions.

(b) Parental Leave of Absence

In addition to the other benefits set forth in this agreement, eligible members of the bargaining unit are covered by the College's Parental Leave policy. (<https://policies.dartmouth.edu/policy/dartmouth-staff-parental-leave-policy>).

20.3 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 such plans during a leave of absence, provided payment is made at the time requested to cover the cost of the desired benefits. Employees not covered by FMLA are not eligible to receive the Dartmouth medical credit during an unpaid leave of absence. Some benefits are not eligible for continuation during a leave of absence. A leave of absence is counted as time worked when determining eligibility for vested rights under the retirement plan.

20.4 Reinstatement Following Leave of Absence

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

It is the responsibility of the employee to notify the department head and Human Resources one (1) month prior to the anticipated date of return.

20.5 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.

20.6 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. This section shall not apply when a leave of absence is approved, as provided for above, to authorize a bargaining unit member to take advantage of a professional opportunity associated with the theatrical, filmmaking, arts or related industries.

20.7 Family and Medical Leave of Absence

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

- Birth of a child and in order to care for such child within the first twelve (12) months

after birth;

- Placement of a child for adoption or foster care within the first twelve (12) months of placement as documented by paperwork confirming the placement for adoption/foster care;
 - To care for the spouse, same sex domestic partner identified on the College Affidavit of Domestic Partnership form, child, or parent of the employee with a serious health condition as documented by an authorized health care provider and the employee must provide the care required;
 - Because of a serious health condition that makes the employee unable to perform the functions of their position as documented by an authorized health care provider.
 - Qualifying exigency arising out of the fact that the employee's spouse, child or parent is a military member on covered active duty.
 - Care for a family member with a serious injury or illness if the employee is the spouse, child, parent, or next of kin of the servicemember (up to 26 weeks of leave in a 12 month period).
- (b) **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.

- (c) **Benefit Coverage:** Before taking an unpaid Family and Medical leave of absence from the College, an employee should complete a Leave of Absence request form and an FML application form to advise Benefits of which benefits, if any, to continue during the leave. Some benefits are not eligible for continuation during a leave of absence.

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. 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 (see Section 20.3, above). The continuation of benefits, if any, will be governed under provisions of that policy.

(d) Limitations of Family and Medical Leave Provisions:

- When both spouses are employed by Dartmouth College, Family and Medical Leave is limited to a combined twelve weeks if they are taking leave due to the birth or adoption of a child or to care for a sick parent.

- When both spouses are employed by Dartmouth College, Family and Medical Leave is limited to a combined twenty-six weeks if they are taking leave to care for a covered servicemember with a serious injury or illness (commonly referred to as “military caregiver leave”) if each spouse is a parent, spouse, child, or next of kin of the servicemember.

- 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.

- 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.

- 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.

(e) 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.

20.8 Military Leave

A military leave of absence will be granted to employees

consistent with the requirements of federal law. Military leaves of absence are unpaid, however, employees may use earned accrued vacation days during their absence. Subject to the terms, conditions and limitations of the insurance plans which an employee is otherwise eligible to participate in health benefits may be continued at the employee's own expense. Employees requesting reinstatement upon conclusion of their period of service in the uniformed services will be entitled to reinstatement as set forth in the Uniformed Services Employment and Reemployment Rights Act of 1994 or any other applicable federal law.

ARTICLE 21 PERSONAL DAYS

21.1 Regular full-time and regular part-time employees are provided with paid Personal Days for personal reasons or illness as set forth below. Personal Days for regular part-time employees are pro-rated on the full time equivalency.

(a) At the beginning of each fiscal year (the start of the biweekly pay period closest to July 1) a credit of eleven (11) Personal Leave days is given. The date by which Personal Leave should be used will be announced by Human Resources prior to the beginning of the fiscal year.

(b) During the first year of hire, Personal Leave is awarded as follows:

Date of Hire	Credited Leave
July 1 - September 30	10 days
October 1 - December 31	8 days
January 1 - March 31	5 days
April 1 - June 30	2 days

21.2 A maximum of five (5) days of unused Personal Leave may carry over into the following year, resulting in a maximum allowance of sixteen (16) days.

21.3 Personal Leave is paid at the employee's straight-time base rate of pay in effect at the time the absence occurs.

21.4 Use of Personal Leave for personal reasons is allowed when arranged beforehand with the College. Once the use of Personal Leave is approved, it may not be rescinded within two weeks prior to the commencement of the leave. To use Personal Leave for an illness, the employee must call in or otherwise notify the College for each occurrence of absence for any reason. Failure to do so may result in denial to use Personal Leave. Absence of more than three (3) consecutive workdays without notification is considered a voluntary quit without notice. The College may request verification by a physician of an illness or disability when the College has reason to believe such leave is being abused.

21.5 Unused Personal Leave is not payable at termination of employment and may not be used as the final day of employment. Personal Leave cannot be taken during the period of termination with notice without the express approval of the supervisor in consultation with Human Resources.

ARTICLE 22 VACATION

22.1 The College encourages employees to take their credited Vacation Leave in each fiscal year (July through June). Regular full-time and regular part-time employees are eligible for vacation based upon their scheduled hours per week and actual months worked during the previous fiscal year. No vacation is earned for the period that an employee is either on an unpaid leave of absence, laid-off

or working in a temporary status.

22.2 Earned vacation is credited at the beginning of each fiscal year (the start of the bi-weekly pay period closest to July 1) according to the following schedule and is to be used during the fiscal year it is credited.

Continuous Service at Fiscal Start	Vacation Eligibility
Under 1 year	1 day for each month of service (max of 10 work days)
1-3 years	2 weeks (10 work days)
3-15 years	3 weeks (15 work days)
15 years or more	4 weeks (20 work days)

22.3 During the anniversary month in which a regular full-time or regular part-time employee completes three (3) or fifteen (15) years of continuous 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 ½ days
November	4 days
December	3 ½ days
January	3 days
February	2 ½ days
March	2 days
April	1 ½ days
May	1 day
June	½ day

22.4 Vacation schedules are subject to the work requirements of the department and must have advance supervisory approval. Vacation may not be used as the final day of employment. If a paid holiday falls within a vacation period, that day is counted as a holiday rather than vacation.

22.5 Vacation Leave is paid at the regular employee's straight-time base wage in effect at the time the absence occurs. Pay in lieu of vacation is not allowed, except at termination of employment.

22.6 An employee who resigns with at least two (2) weeks written notice and who actually works the entire notice period, is eligible for pay for unused vacation and the earned vacation credit toward the next fiscal year. A copy of the written notice must be sent to the Office of Human Resources. Employees who are laid off will receive pay for any unused vacation and the earned vacation credit toward the next fiscal year.

22.7 Employees terminated at the initiative of the College for just cause will not receive pay for any remaining vacation. Termination for just cause may include an inability to perform job duties, disruptive behavior, poor attendance, misconduct, or violation of College policies.

22.8 The date by which vacation time must be used (i.e., the date of the last day of the fiscal year) is announced by the Office of Human Resources. Unused Vacation Leave at the end of the fiscal year is forfeited, unless the department head has approved carrying it over to the next fiscal year and a written request is made to the Office of Human Resources.

ARTICLE 23

SHORT TERM DISABILITY

23.1 Regular full-time and regular part-time

employees who are scheduled to work at least 20 hours per week and 9 months per year are eligible for the College's Short Term Disability (STD) plan for absence due to illness, injury, pregnancy, or childbearing under the same terms given to non-union, Non-Exempt Staff.

23.2 A summary plan description will be made available to employees upon hire, and thereafter, will be available from the Benefits Office in Human Resources upon request. When updates are made to the plan employees will receive a new summary plan description.

23.3 The parties agree and understand that Short Term Disability benefits are subject to change at the College's discretion. Any changes will be applicable for all plan participants on the effective date established by the College. The College agrees that in the event substantive changes are made to the Short Term Disability benefits, the College will bargain with the Union over the impact of those changes.

ARTICLE 24

BENEFITS - GENERAL

24.1 Regular full-time and regular part-time employees become eligible to participate in College benefits effective as of their date of hire. The annual subsidy provided by the College will be based on the employee's full-time equivalency status. Newly hired employees must elect their benefits within 30 days from their notification to enroll in benefits.

24.2 Employees currently have choices in medical, dental, life, dependent life, and disability insurances. Also available are flexible spending accounts (FSA), a health savings account (HSA), and a health reimbursement account (HRA), used for certain health and dependent care expenses not covered by other parts of the program.

24.3 The parties agree and understand that benefit choices, features, costs, and College credits are subject to change at the College's discretion. Any changes will be applicable upon the effective date for all participants. Once enrolled, participants are given an opportunity in advance of each calendar year to change elections. For more information refer to the Open Enrollment booklet. The College agrees that in the event substantive changes are made to the College's benefits, the College will bargain with the Union over the impact of those changes.

ARTICLE 25 ADOPTION BENEFIT

25.1 Regular full-time and regular part-time employees may receive from the College up to \$5,000 for expenses related to the adoption of a child. Employees applying for this benefit should contact Human Resources.

25.2 The parties agree and understand that the Adoption Benefit is subject to change at the College's discretion. Any changes will be applicable upon the effective date established by the College. The College agrees that in the event substantive changes are made to the Adoption benefits, the College will bargain with the Union over the impact of those changes.

ARTICLE 26 INTEREST FREE LOANS

26.1 Employees covered by Exhibit A may borrow, at no interest and without security, up to \$1000.00 to assist them in meeting temporary financial problems. Loans are to be repaid within one year. Once a loan has been approved, there is a two (2) year wait before an employee can apply for another loan. Requests for loans pursuant to this Article should be submitted in writing to the Benefits Office and are subject to approval. The request should

include the employee's name, reason for the loan and the amount requested. To the extent published Dartmouth policies provide additional benefits for the terms of interest free loans, these policies will apply to members of the bargaining unit.

ARTICLE 27 RETIREMENT PLANS

27.1 Regular full-time and regular part-time employees working at least 20 hours per week are eligible for the College's 401(a) Defined Contribution Retirement Plan (401(a) Plan). Under the 401(a) Plan, the College makes regular contributions on behalf of participating employees based on a percentage of salary and age, according to the schedule below. Contributions and investment earnings under the 401(a) plan are not taxed until withdrawn.

Employee Age	Dartmouth Contribution
21 to 29	3%
30 to 34	5%
35 to 39	7%
40 and older	9%

27.2 Participants must complete three (3) years of service to be fully vested (e.g., owned by you) in the 401(a) Defined Contribution Retirement Plan account. Participants who terminate employment before completing three (3) years of service will forfeit their 401(a) Plan account balance.

27.3 Employees will receive a link to the 401(a) Plan Summary Plan Description (SPD) prior to their new hire benefits orientation. Thereafter, the SPD will be available on the Benefits website or by contacting the Office of Human Resources. When changes are made to the 401(a)

Plan, employees will receive a Summary Material Modification (SMM) notice.

27.4 Employees are eligible to participate in the College's Supplemental Retirement Account (SRA) on a voluntary basis. Employees are always 100% vested in their own voluntary contributions to the SRA. The SRA is a tax-advantaged plan that allows employees to invest a portion of their pay each pay period for retirement. Employees may contribute on a pre-tax basis, a Roth post-tax basis or a combination of the two. Employees will receive a link to the SRA SPD prior to their new hire benefits orientation. Thereafter, the SPD will be available on the Benefits website or by contacting the Office of Human Resources. When changes are made to the SRA, employees will receive a Summary Material Modification (SMM) notice.

27.5 The parties agree and understand that the 401(a) Plan is subject to change at the College's discretion. Any changes will be applicable upon the effective date established by the College. The College agrees that in the event substantive changes are made to the Retirement benefits, the College will bargain with the Union over the impact of those changes.

ARTICLE 28

COLLEGE BUSINESS TRAVEL ACCIDENT INSURANCE

28.1 Regular full-time and regular part-time employees are eligible for the College's Business Travel Accident Insurance as of date of regular employment. A copy of the summary plan description is given to employees at the new hire orientation. Thereafter a summary plan description is available at the Benefits Office of Human Resources on request. When changes are made to the plan employees will receive a new summary plan description.

ARTICLE 29

STUDENTS

29.1 It is agreed that the fundamental mission of the College, as a liberal arts institution, is the education of students. In support of this mission, the College desires to create opportunities for students to participate in artistic productions solely sponsored or produced by the Hopkins Center based on experience and ability in appropriate and meaningful ways without compromising the safety of its employees or students. The Union agrees that students may perform bargaining unit work under the guidelines and limitations set forth below.

(a) A student training program shall be maintained by the Hopkins Center Production Department Management. Students may be assigned to work closely with employees to learn stagecraft, safety protocols and specialized skills utilized in the production of live theater, dance, music and special shows or events. In so doing, the College recognizes the Union and its members as contributing to the enrichment of students.

(b) Management may: (a) provide students involved in the training program with written stagecraft learning materials as part of a hands-on training regimen; and (b) shall furnish Exhibit A employees (and any Exhibit B employees involved in the training program) with an outline of any proposed student criteria as well as copies of written materials provided to the students.

(c) Employees shall participate in the review of student training materials and be afforded ample opportunity to make training criteria recommendations. The progress of each student shall be evaluated by management and employees on a periodic basis at biweekly production meetings.

29.2 When on a call, students shall work under the direction of their respective Department Heads. Management will consider safety, efficiency and effective training when assigning students to work a call.

29.3 Once a call is filled for a show or event, employees shall not be displaced by students for the duration of the show or event.

29.4 A master electrician will be present for all focus calls. Ordinarily, focus crews in the air shall not consist entirely of students.

ARTICLE 30 ENTIRE AGREEMENT AND LEGISLATION

30.1 This Agreement constitutes the entire agreement and disposes of all issues that have been the subject matter of negotiations between the Union and the College. 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.

30.2 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 Union and the College to conform with such laws and/or regulations and/or court decisions.

ARTICLE 31 SEPARABILITY

31.1 In the event any provision of this Agreement shall be declared to be illegal or contrary to law by any court, government board or agency having jurisdiction, then such provisions shall be inoperative, but

shall not affect any remaining provision or provisions of this Agreement.

ARTICLE 32 SCOPE OF THE AGREEMENT

32.1 No addition to, alteration, modification or waiver of any term, condition or restriction in this Agreement shall be binding unless made in writing and signed by the College and Union.

ARTICLE 33 TERM OF AGREEMENT

33.1 Effective July 1, 2023, this Agreement shall remain in full force and effect up to and including June 30, 2025, and shall automatically renew itself from year to year thereafter unless, not less than sixty (60) days prior to the expiration date of the then current term, either party shall serve written notice on the other side of its desire to terminate, in which event this Agreement shall terminate on the normal expiration date of the then current term.

EXHIBIT A

ARTICLE A.1 GENERAL CLASSIFICATIONS

A.1.1 This Exhibit "A" applies only to all work performed by regular full-time employees (9-month or greater) and regular part-time employees employed by the College in the Hopkins Center Production Department.

A.1.2 The following is a list of the current classifications of positions which comprise the Hopkins Center Production Department covered by this Agreement and are directly supervised by the Production Manager:

(a) Technical Supervisor: As delegated by Management, directs all departmental production crews, performs maintenance of theatrical equipment, facilitates the efforts of Master Technicians, and serves in the capacity of a Master Technician.

(b) Master Technician: Master Technicians may direct department crews, perform maintenance of theatrical equipment, and may be employed to serve in any department.

ARTICLE A.2
WAGES

A.2.1 Exhibit A employees shall be compensated on an hourly basis. As to each position classification, the rate of pay effective the pay period including July 1st of each year is as follows:

Classification	Pay Period including July 1, 2023	Pay Period including July 1, 2024
Technical Supervisor	\$25.81	\$27.88
Master Technician	\$25.39	\$27.42

A.2.2 Exhibit A employees are paid at their assigned rate regardless of their work assignment during a particular call.

A.2.3 Any Exhibit A employee who performs an assignment in a show or event (speaking or silent) requiring artistic direction and for the benefit of an audience shall receive a performance bonus of \$100.00.

EXHIBIT B

THIS EXHIBIT IS ONLY APPLICABLE TO TEMPORARY EMPLOYEES EMPLOYED BY THE HOPKINS CENTER AND TO TEMPORARY EMPLOYEES EMPLOYED BY THE COLLEGE'S DEPARTMENT OF THEATER AS DESCRIBED IN THIS EXHIBIT.

ARTICLE B.1 GENERAL CLASSIFICATIONS

B.1.1 This Exhibit "B" applies to all technical stagehand work, including but not limited to stagehands, electricians, properties, sound, wardrobe, rigging and special effects work, including video projection, performed by temporary employees employed by the Hopkins Center. This Exhibit B also applies to all work performed by temporary employees employed by the College Department of Theater.

B.1.2 Special Skills Positions will be called for in any department as needed. Special Skills Positions are defined as

- (a) Light Board Operator
- (b) Follow Spot Operator
- (c) Sound Board Operator
- (d) Flyman
- (e) Audio-Recording Technician, (to be used whenever management requires more than twelve (12) channels)
- (f) Hair/Makeup
- (g) Carp/Loader (Weight loader)
- (h) Wireless Technician, (to be used whenever management requires more than twelve (12) wireless microphones for an event)

B.1.3. The Video Operator position will be called for in the Electric Department as needed. This position may be responsible for programming and operation of content playback software that is not under the control of the presenter/performer, presenter/performer's agent, or sound department.

Film exhibitions and classroom support requirements are exempt from this Agreement.

ARTICLE B.2 CLASSIFICATIONS AND WAGES

B.2.1 Effective the pay period including July 1st of each year set out below, temporary employees requested from the Union fall into the following general classifications and shall be compensated on an hourly basis as follows:

Classification	Pay period including July 1, 2023	Pay period including July 1, 2024
Rigger	\$33.46	\$34.80
Department Head or Video Operator	\$28.09	\$29.21
Special Skills Position	\$26.27	\$27.32
Stage Hand	\$24.48	\$25.46
Apprentice Stage Hand	\$21.00	\$22.00

B.2.2 An Employee's prevailing wage for a call shall be determined by the highest classification rate earned for the call within one department. Changing roles within a department on a call will not create a new minimum. An

employee changing roles to a new department will create a new minimum (unless in a Small Call).

For example:

(a) An Employee who is called as an electrician for focus in the morning, runs a followspot during the show, and works as an electrician for strike will be paid at the special skills rate for the entire day, but is not eligible for three minimum calls.

(b) An Employee who works as an electrician in the morning and then becomes Master Wardrobe for the show/strike will be paid at the stagehand rate for the morning and at the department head rate for the show/strike. The Employee is eligible for a minimum on both the electrician work and the Master Wardrobe work.

B.2.3 Any Exhibit B employee who performs an assignment in a show or event (speaking or silent) requiring artistic direction and for the benefit of an audience shall receive a performance bonus of \$100.00.

B.2.4 If an event is produced to be broadcast on national television, the hourly rate for Employees working the event shall be increased by 30%.

ARTICLE B.3

FRINGE BENEFITS

B.3.1 The College will pay, at the end of each calendar quarter, an amount equal to eight percent (8.0%) of the gross wages of each stagehand and rigger to the IATSE National Annuity Fund. The College makes no representations, warranties or covenants as to the IATSE Annuity Fund or as to the benefits available under such Fund.

B.3.2 The College will pay, at the end of each calendar quarter, an amount equal to eight percent (8%) of the gross wages of each stagehand and rigger to the IATSE Health and Welfare Fund. The College makes no representations, warranties or covenants as to the IATSE Health and Welfare Fund or as to the benefits available under such Fund.

B.3.3 The parties recognize and agree that all employee benefit trusts or funds described in this Section B.3.1 are such as will qualify for approval by the Internal Revenue Service, so as to allow the College an income tax deduction for the contributions hereunder. The parties further recognize and agree that this Section B.3 encompasses the sole and total agreement between the College and the Union, and that it represents the College's total liability with respect to past and present benefits and coverage, and the College is hereby relieved from any liabilities arising there from with respect to the Employees covered by this Agreement; and that this Article is subject in all respects to the provisions of the Labor Management Relations Act of 1947, as amended, and to any other applicable laws.

B.3.4 Copies of the executed Trust Agreement(s) governing the funds described in Section 3.1 shall be given to the College no later than the execution of this Agreement.

B.3.5 The College will provide at no cost to employees covered under this Article parking authorization for the Thompson Arena parking lot or an alternative location of equal or lesser distance to the Hopkins Center.

B.3.6 The College agrees to provide lodging for Exhibit B Employees who live in excess of thirty-five (35) miles from the work site if any one of the following circumstances apply:

- (a) employees are required to work the following day and the employee's call time begins within twelve (12) hours of the end of the call on the previous day;
- (b) the work call ends after 1:00 a.m.; or
- (c) forecast of impending inclement weather prohibits travel by crew personnel by endangering safety, as determined by the College after consultation with the Steward.

ARTICLE B.4 DEFINITIONS AND TOOLS

B.4.1 When used in this Agreement or in communications between the College and the Union or its members, the following terms will typically have the following definitions:

Department Definitions

- a. Sound – operation, handling and placement of sound systems, including speakers, microphones, consoles, racks and related wiring, etc. Sound crew may assist in the setup of musical instruments and equipment. Sound crew is responsible for the setup of communication systems and closed circuit audio/video program feeds used by performers and crew.

- b. Electrics – operation, handling, maintenance and placement of all types of electrical equipment and effects, including the hanging and focusing of lighting equipment, temporary power ties, performer cue lights, etc. Electricians shall be responsible for unloading, installing, dismantling, packing and loading out of equipment used for video projection and theatrical smoke, fog, and haze effects.

- c. Carpentry – handling, manipulation, maintenance and erection of all scenic elements including set pieces, platforms, drapery, flats, trusses, screen frames, lecterns and furniture, etc. Carpentry is also responsible for operation of the fly rail and the loading and unloading of weight on the loading rail, etc. Truck loaders also fall under this department and are responsible for loading and unloading equipment from company vehicles to loading dock. Carpentry will be responsible for the laying of dance floors and ground cloths, the cleaning of stage area for performances,

and set up of orchestral equipment and musical instruments.

d. Properties – handling and maintenance of hand props, puppets, and set dressing, cleaning of the backstage area and upkeep of the Greenroom for performances, assisting wardrobe department with placement of gondolas, etc.

e. Wardrobe – setup, handling, cleaning, maintenance and repair of all incoming costumes and related wardrobe accessories and dressing areas, assisting with costume changes, assembling hair or makeup, etc.

f. Special Effects – operation, handling and placement of all special effects such as lasers and pyrotechnics. This does not include theatrical smoke/fog/haze. Any employee referred by the Union in this department must be licensed appropriately for the specific special effect application.

g. Rigging – the hanging or hoisting above floor level without the use of a ladder, a lifting mechanism designed specifically as a human lift, or a catwalk of equipment, signs or drapery to or from the structure of such building which requires the use of special skills and equipment for shows or events solely sponsored or produced by the Hopkins Center. Rigging does not include loading weights from a traditional theater loading platform, working on a traditional theater grid, or focusing or maintaining lights from enclosed house lighting positions or catwalks. Any work on I-beams that lacks solid flooring beneath them within fifteen (15) feet will be considered rigging. Any hanging of chain motors or other weight bearing machinery that are not part of the permanent house rigging will be considered rigging. All Riggers will wear and use safety harnesses while working.

General Definitions

- a. Stagehands - handling, installation, operation and removal of all material and equipment for shows and events solely sponsored or produced by the Hopkins Center.
- b. Call - A call is the period of work identified by Hopkins Center management (inclusive of breaks as outlined in Article 8) to be filled by an Exhibit A or an Exhibit B or a student at management's discretion.
- c. Washup - Washup is defined as the 10 minutes prior to the end of the call provided for the employee to finish what they are working on, cleanup their work area, put away tools and make the area safe and secure.

B.4.2 Tools. Union members are expected to bring the following customary tools when they report for a call at the Hopkins Center

Adjustable wrench with safety lanyard (Wardrobe Excluded)

Flat head screwdriver*

Philips head screwdriver*

Pliers*

Knife*

(*multi-tool would satisfy each of these)

Flashlight

Work gloves

Sharpie

Basic repair kit, including scissors, needle, thread, safety pins (Wardrobe Only)

Tool satchel that is safe and can be tied off (Rigger Only)

“Blacks” for Show calls

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

FOR DARTMOUTH COLLEGE

Sara Lester
SARA LESTER, CHRO

12/10/23
DATE

[Signature]
JOSHUA GRUBMAN, ESQ.

11/21/2023
DATE

[Signature]
JAN SILLERY

11.21.2023
DATE

[Signature]
JOSHUA PRICE KOL

11.21.2023
DATE

[Signature]
TODD CAMPBELL

11/21/2023
DATE

[Signature]
SARAH WESTNEY

11/21/2023
DATE

[Signature]
SHEILA WAHL

11/21/23
DATE

[Signature]
MICHAEL HOYT

11/26/23
DATE

FOR IATSE

[Signature]
PATRICK BRYANT, ESQ.

12/19/23
DATE

[Signature]
CRAIG MOWERY

12-18-23
DATE

[Signature]
JEAN-LOUIS THAUVIN

12-19-2023
DATE