

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
DARTMOUTH COLLEGE
AND
GRADUATE ORGANIZED LABORERS OF DARTMOUTH
UE LOCAL 261
JULY 1, 2024 to JUNE 30, 2027

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ARTICLE 1. AGREEMENT

This Agreement is entered into this July 1, 2024, by and between Dartmouth College (hereinafter referred to as “Dartmouth”) and the United, Electrical, Radio and Machine Workers of America, and its affiliate, UE Local 261 (GOLD-UE) (hereinafter referred to as the “Union”).

ARTICLE 2. RECOGNITION

Dartmouth recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, benefits, and conditions of employment, for all graduate students enrolled in Dartmouth degree programs who are employed to provide teaching and research service excluding all undergraduate students; graduate students not seeking Dartmouth degrees, including visiting students; standardized patients, tutors, and graders (unless also receiving a stipend to perform teaching and research services, and then only for such stipend-bearing services); office clericals; managers; guards and supervisors as defined in the National Labor Relations Act.

The term “Employee” as used in this Agreement shall refer to the employees in these aforementioned positions.

ARTICLE 3. UNION SECURITY AND CHECK-OFF

Subject to applicable law, all Employees of Dartmouth covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

Subject to applicable law, all present Employees who are not members of the Union and individuals hired after the effective date of this Agreement shall as a condition of employment, beginning on the thirtieth (30th) day following the effective date of this agreement or the thirtieth (30th) day following employment, whichever is later, become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

Dartmouth shall provide the Union payroll deduction for union dues or service fees for Employees who authorize the deductions in the amount designated in writing by the financial officer of UE Local 261. The deductions shall be made provided the deduction request is submitted to Dartmouth’s payroll office on a form authorized by the Union and consistent with the requirements of New Hampshire law regarding the withholding of wages. The initial version of the Union’s payroll deduction form and any changes to the form thereafter shall be shared with Dartmouth prior to their dissemination. The deductions shall be made from Employees’

paychecks for each pay period. The authorizations may be submitted to the payroll office at any time, including resubmitted following a return to a bargaining unit position covered by this Agreement and the deductions will commence no later than the second paycheck following the date of submission. Dartmouth will remit the amounts deducted to the financial officer of UE Local 261 on a monthly basis, no later than the fifth (5th) of each month, however, Dartmouth may remit payment no later than ten (10) days from the end of the month when circumstances require additional time, such as holidays, unplanned systems issues, or events outside of Dartmouth's control. Dartmouth will include with each remittance a complete editable digital check-off list that includes each Employee's name, current stipend, FTE status, the amount deducted from each Employee's pay, and the date of each deduction.

The Union shall hold Dartmouth harmless from any liability or damages incurred by Dartmouth or its agents in complying with this Article and shall reimburse Dartmouth for necessary and reasonable legal expenses incurred in legal defense of any provision of this Article or any action taken by Dartmouth in compliance with it.

This Article shall only apply to the status of an Employee as a graduate student employee who is a member of the bargaining unit covered by this Agreement, and does not affect an Employee's status as a student.

ARTICLE 4. BARGAINING UNIT INFORMATION

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

A provision allowing the unit member, at their option, to waive their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information that may be sought by the Union for representational purposes and to which the Union would ordinarily be entitled under the National Labor Relations Act;

A statement that the Union, if provided access to such information, may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the unit member's prior written consent;

An option for the bargaining unit member to decline to waive their privacy rights under FERPA; and,

Information about how the unit member can change their selection in the future.

The Union agrees that if a bargaining unit member has not provided Dartmouth with a copy of an executed FERPA Release form, Dartmouth is excused from any obligation to provide any

non-directory personally identifiable information about that member to the Union (upon request or otherwise), unless and until the form is provided. The Union reserves the right to receive the directory information of all new hires as they are hired without need for the form who have not opted out of their FERPA directory information's disclosure.

The parties agree that the Union is not entitled to information about a unit member that does not describe or directly evidence their employment with Dartmouth, including but not limited to with regard to coursework, enrollment, academic visa status, grades or academic progress, employment with other business units of Dartmouth, or similar records, except to the extent to which they relate to employment discipline or discharge and are disclosed to the Union after Dartmouth receives a copy of an executed FERPA Release from the Employee at issue.

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

Notwithstanding the foregoing Article 4, Dartmouth will, no later than the end of the second week of each calendar quarter, provide to the Union an encrypted electronic file with the name, local address, cell phone numbers, personal email address, Dartmouth email address, and Program and Department (Major Field of Study) for each member of the bargaining unit as of the date of the report, with the exception of information pertaining to any bargaining unit member who has opted out of their FERPA directory information's disclosure and who has not executed a FERPA Release form.

ARTICLE 5. GRIEVANCE PROCEDURE

Section 1. Grievance Procedure

The means of resolving disputes between the Parties that arise out of interpretation and application of this Agreement, unless provided otherwise elsewhere, shall be the following grievance procedure. The Parties may make efforts to resolve disputes informally without or prior to application of the grievance procedure. No more than one grievance shall be processed with respect to the facts of any one claim arising out of the interpretation and application of this Agreement. Nothing in this Article shall prevent an Employee from attempting to informally resolve issues with management. It is the intent of the Parties to resolve grievances at the lowest possible level.

The procedure with regard to grievances shall be as follows:

Step 1.

The matter will be discussed orally between the aggrieved Employee(s), with their Union steward present, if so desired, and the supervisor directly involved in the matter no greater than thirty (30) calendar days from the occurrence of the matter. The Employee is encouraged, but

not required, to involve their advisory committee, graduate program director, or departmental chair, as applicable. The parties will convene to discuss the grievance within five (5) business days of the Step 1 notification. If the parties are unable to resolve the dispute during the meeting, the supervisor will, within five (5) normal business days, give their answer to the Union Steward in writing.

Step 2.

If the grievance is not satisfactorily adjusted in Step 1, the Union may advance the grievance to Step 2 within fifteen (15) normal business days of the Step 1 answer by reducing the grievance to writing and providing it to the Dean of the Guarini School's Designee and the Director of Labor Relations or their designee. The written grievance will state the nature of the grievance, the Article(s) allegedly violated, and the remedy sought. The Union Steward, with or without the affected Employee, will meet to discuss the matter with the Dean of the Guarini School's Designee and the Director of Labor Relations or their designee at a mutually agreeable time within five (5) normal business days of the Step 2 filing. The Dean of the Guarini School's Designee and the Director of Labor Relations or their designee(s) will within five (5) normal business days of the Step 2 meeting, give their written answer to the Union.

Step 3.

If the grievance is not satisfactorily adjusted in Step 2, then within ten (10) normal business days after Dartmouth's written decision has been given to the Union, the Union may present a written request to discuss the matter with the Employer's Grievance Committee comprised of the Dean of the Guarini School and the Chief Human Resources Officer (CHRO) or their delegate(s). The committee will, within fifteen (15) normal business days after the Step 3 meeting, give its written response to the Union.

Arbitration.

If a grievance is not resolved in Step 3, the Union may appeal the dispute to arbitration by notifying the American Arbitration Association, with a copy of the notice simultaneously sent to Dartmouth, of its intent to arbitrate the dispute. Such notice must be sent within thirty (30) calendar days after the date of Dartmouth's Step 3 response. Failure to submit the grievance to arbitration in a timely manner shall terminate that grievance and relieve Dartmouth against whom the grievance was filed of any responsibility to provide a remedy for the alleged violation.

The Union shall request that the American Arbitration Association provide a panel of arbitrators from which the arbitrator shall be chosen in accordance with the rules and procedures of the American Arbitration Association. The Parties will request that the arbitrator submit their decision within thirty (30) calendar days after the close of the hearing. The award of the arbitrator shall be final and binding on Dartmouth, the Union, and the Employee(s) involved. The arbitrator is limited to determining matters concerning the application, meaning or interpretation of this Agreement and in no event may add to, delete, or alter any aspect of this Agreement. Dartmouth and the Union shall split evenly the fees and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

Section 2. General Provisions

- A. Grievances involving claims of harassment or discrimination will be filed in accordance with the timelines set forth in Article 10 Nondiscrimination. This does not place a time limit on when an Employee may bring forward a complaint of discrimination or harassment under Dartmouth policy.
- B. Upon failure on the part of Dartmouth to answer a grievance at any step within the specified time limits, the grievance will automatically advance to the next step.
- C. Upon failure on the part of the Employee or the Union to comply with the time limitations of this Article at any step, including the initial filing of the grievance, the grievance shall be considered waived and will not be considered for further processing.
- D. All time limits contained within this Article 5 may be extended by mutual written agreement.
- E. Grievances affecting Employees in more than one program may be initiated at Steps 2 or 3. For all other grievances, the parties may mutually agree to initiate them at Steps 2 or 3.
- F. If the Union desires to contest a suspension or discharge, it shall give written notice thereof to Dartmouth within ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinbefore set forth, commencing at Step 3 of the Grievance Procedure.
- G. In cases of discharge where an International Student Employee's current visa status may be affected, Dartmouth will refrain from making changes to the Employee's SEVIS record until the Grievance Procedure has been exhausted at Step 3, excepting cases where Dartmouth is legally required by factors external to Dartmouth to make such changes (e.g., international worker involved in the commission of a crime).
- H. Any grievance may be withdrawn without prejudice.
- I. Dartmouth shall recognize only those representatives authorized by written notice of the Union.

ARTICLE 6. DISCIPLINE AND DISCHARGE

Section 1. Just Cause

Employees shall not be disciplined, suspended, or discharged for matters arising out of their employment, as defined in Article 18, Workload, Sections 1 & 2, with Dartmouth without just cause.

"Discipline" shall include any action adversely affecting employment based upon employment-related misconduct or employment-related poor/non-performance and not by determinations of Dartmouth for academic reasons, including, but not limited to, poor grades, unsatisfactory academic progress, academic dishonesty, and violations of Dartmouth policies that apply to graduate students. Discipline, which does not include critical or negative performance evaluation or feedback, shall be progressive, and Discharge shall only result from serious

and/or repeated incidents of employment-related misconduct or employment-related poor/non-performance.

“Discharge” constitutes termination of employment for reasons relating to performance or misconduct. Assignments normally cease at the end of a designated period. The Union and Employees have no right to interfere with, grieve, or arbitrate Dartmouth decisions regarding academic performance, academic discipline, or student conduct policy violations.

Dartmouth, as an alternative to imposing disciplinary action, may impose remedial measures, provided that the measures are rehabilitative or corrective rather than punitive.

Section 2. Student Status

Incidents that affect both student status and employment shall be handled separately according to their respective processes, where feasible. Dartmouth’s discipline or dismissal of a Dartmouth student due to academic misconduct, unsatisfactory academic progress, or violation of student conduct policies will be addressed by the applicable Dartmouth academic and student policies and are not subject to this Article. Research misconduct will be addressed in accordance with Article 13, Intellectual Property & Research Misconduct.

Section 3. Administrative Leave

Dartmouth may place an Employee on paid administrative leave without prior notice in order to investigate allegations of misconduct or dereliction of duty which, in Dartmouth’s discretion, require immediate removal of an Employee from all work duties and/or require removal from Dartmouth property. Administrative Leave is not a disciplinary action.

Section 4. Union Representation

An Employee shall be entitled to the presence of a Union Representative at an investigatory interview if they have reasonable grounds to believe that the interview may be used to support disciplinary action against them.

ARTICLE 7. UNION RIGHTS

Section 1. Union Access

The Union and its agents, including but not limited to stewards, elected local officers, UE field staff, and UE regional and national officers, shall have reasonable access to Dartmouth’s facilities for the transaction of union business relating to this Agreement at reasonable times, provided they follow Dartmouth policies.

The Union shall be provided reasonable access to Dartmouth mail systems to communicate with members of the bargaining unit using their Dartmouth-provided email addresses.

Section 2. Meeting Space

The Union shall have access to adequate meeting space on campus on the same basis and terms required of other external organizations. Requests may be made to Dartmouth for recurring meetings or other regular use by any agent of the Union. The Union agrees to comply with all Dartmouth regulations and policies regarding the reservation and use of such facilities.

Section 3. Office Space

Dartmouth shall provide an on-campus office for exclusive use by the Union, including normal maintenance at no cost to the Union. The space shall be furnished with desks and chairs and sufficiently sized to accommodate five (5) people sitting or ten (10) people if standing.

Section 4. Bulletin Boards

The Union shall be permitted to post notices, flyers, and posters pertaining to union interests and activities on bulletin boards, including, but not limited to, meetings, dues, social activities, and general union matters in accordance with Dartmouth policies regarding access and approval for bulletin boards on Dartmouth property, as designated by specific areas. No notices that are defamatory to Dartmouth shall be posted.

Section 5. Communication

Following ratification and approval by the parties, a digital version of this Agreement shall be published on a designated website by Dartmouth alongside a link to the Union's website.

Section 6. Stewards and Other Representatives

Employees elected as stewards and local officers shall be permitted time during regular work hours for the following activities: investigating, presenting, and processing grievances; attending investigatory interviews; and attending disciplinary meetings.

Employees elected or otherwise designated by the Union to represent it for the purposes of bargaining with Dartmouth shall be permitted reasonable time during regular work hours to complete their duties.

Section 7. Orientation

Union representatives shall be given no less than one (1) hour to meet with new Employees during the Guarini Fall orientation schedule. Dartmouth shall notify the Union of the time and place of such orientations as soon as practicable, but no later than seven (7) calendar days in advance of each orientation.

Section 8. Union Conferences

Up to twenty (20) Employees per contract year shall be granted five (5) days off without loss of pay to attend Union conventions, conferences, meetings, or trainings.

ARTICLE 8. MANAGEMENT RIGHTS

Section 1. Management Rights

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Dartmouth and may be exercised by Dartmouth at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, the right to:

- a. determine, establish, direct, and control Dartmouth's mission, objectives, priorities, organizational structure, programs, services, activities, facilities, locations, operations, and resources;
- b. recruit and appoint employees of Dartmouth and to determine the size and composition of the workforce, including the number of employees assigned each semester;
- c. direct, assign, train, and otherwise supervise the work of employees;
- d. establish, modify, direct, and control the means, methods, personnel, supplies, vendors, facilities, financial and payroll procedures, and all other processes through which Dartmouth conducts its programs, services, and operations, including but not limited to taking any and all action necessary to maintain efficiency, safety, and effectiveness;
- e. subtract, modify, or discontinue any or all portion(s) of Dartmouth's programs, services, and operations;
- f. terminate or modify any past practices arising prior to the date of this Agreement, if those past practices conflict with this Agreement;
- g. hire, suspend, transfer, discipline, lay off, or terminate employees, including all matters relating to the hiring, rank, and tenure of faculty, including the discipline and discharge of employees for just cause;
- h. direct and assign work, establish training requirements and conduct training, set individual schedules and hours of work, and supervise employees;
- i. determine and modify the qualifications and job responsibilities of employees;
- j. subcontract all or any portion of operations, including employing non-bargaining unit temporary workers and/or employees not covered by this agreement;
- k. establish new job classifications within the bargaining unit;
- l. establish and modify standards of conduct and to discipline or discharge employees for just cause;
- m. establish and modify the processes and criteria by which employees will be evaluated in their employment-related performance;
- n. select all insurance carriers and to change carriers from time to time;
- o. establish and modify work rules, regulations and policies; and
- p. take any and all actions Dartmouth may, in its discretion, deem necessary to carry out Dartmouth's mission in emergencies, including but not limited to a public health emergency, attack, war, extreme weather, or other natural disaster, notwithstanding any contrary language in the Agreement.

Section 2. Academic Authority

Decisions regarding who is taught, what is taught, how such content is taught and delivered, including the delivery method of instruction, and who does the teaching involve academic judgment and shall be made at the sole discretion of Dartmouth.

All questions of academic judgment and decision-making are vested solely in Dartmouth's exclusive discretion, and over which Dartmouth has no obligation to bargain. These matters include, but are not limited to the right to determine:

- a. matters of student admissions, appointments and assignments, matriculation, including the standards by which these are determined;
- b. matters regarding research methodology, materials, and research misconduct;
- c. matters regarding grants, including, but not limited to application, selection, funding sources, administration, usage, accountability, termination, and compliance; creation, elimination, or modification of courses and curriculum;
- d. content of courses, instructional materials, and the nature and form of assignments required, including examinations and other academic work;
- e. class and section size;
- f. decisions to create, eliminate, combine, suspend, or otherwise modify academic, service, and community support;
- g. housing, academic, and residential use of Dartmouth properties;
- h. academic grading policies and practices; ~~and,~~
- i. establishment, application, and modification of any and all policies, procedures, and rules relating to academic and degree expectations, enrollment matters, and student affairs of Dartmouth, including (but not limited to) with respect to tuition , fees, costs, financial aid, admissions and appointments and assignments, admissions standards, matriculation, graduation standards, curriculum offerings and schedules, academic calendar, credits, athletics, faculty employment, student resources, campus health and safety, student groups and activities, faculty, alumni; and,
- j. all academic policies and procedures regarding unit members' status as students, including, but not limited to academic standing, academic probation and dismissal, intellectual and research integrity, academic standards and academic progress as students, and the completion of degree requirements.

The enumerated rights of management and academics are not exhaustive, nor does it exclude other management or academic rights not specified herein. Dartmouth, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude Dartmouth from exercising the same in some other way. No action taken by Dartmouth with respect to management or academic rights shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

ARTICLE 9. NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement or any extension thereof the Union, its representatives, agents, and unit members will not call, condone, or engage in a strike, sympathy strike, slowdown, or withholding of grades or academic evaluations by unit members.

Section 2. Any unit member engaging in any conduct prohibited by this Article may be subject to disciplinary action in accordance with Article 6, Discipline and Discharge.

Section 3. In the event that any unit member violates the provisions of Section 1, the Union shall as soon as practicable, inform such unit member(s) through reasonable means that such action is prohibited under this Agreement and that such unit member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the unit member(s) and Dartmouth a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from Dartmouth that there has been a violation of this Article.

Section 4. During the term of this Agreement, or any extension thereof, Dartmouth agrees that it will not lock out any of the unit members covered by this Agreement.

Section 5. The parties recognize the need for uninterrupted operations of Dartmouth.

ARTICLE 10. NONDISCRIMINATION

Section 1.

It is agreed by the parties that neither party shall discriminate against any Employee because of sex, race, color, age, disability, creed, religion, national origin, ancestry, caste, sexual orientation, gender identity or expression (whether actual or perceived), veteran's status, marital status, family status (except as to benefits an Employee receives as either an employee or a student), or any status protected by state or federal law. It is further agreed that the policies described in Dartmouth's Office of Equal Opportunity, Accessibility, and Title IX, as they may be amended from time to time, will apply to all Employees covered by the Agreement. Disputes regarding violation of Dartmouth's nondiscrimination policies will be processed solely in accordance with those policies and related procedures, and are not subject to the provisions of grievance and arbitration except as outlined below.

Section 2.

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

Section 3.

It is agreed by the parties that neither party shall discriminate against any Employee because of their activities or membership in the Union.

Section 4. Grievability

A. Union Membership

Allegations of discrimination against an Employee in the workplace because of union membership, activities or support may be the subject of a grievance under this Agreement in accordance with Article 5, Grievance Procedure.

B. Dartmouth's Policies and Procedures

Other allegations of harassment or discrimination against an Employee in the workplace in violation of Sections 1 or 2 of this Article shall first proceed in accordance with Dartmouth's policies and procedures for complaints of discrimination or harassment, with the addition of the mediation and grievance and arbitration options indicated in Section 5 herein.

Section 5. Processes

A. Union Representative

While using Dartmouth's processes for claims of discrimination or harassment, an Employee is free to have a Union representative accompany them in the role as "advisor" identified by Dartmouth policy with the Office of Equal Opportunity, Accessibility, and Title IX about charges of harassment and discrimination. When a Union representative does not act as "advisor", the Employee may share information about their case with Union representatives.

B. Supportive Measures and Resolution Processes

For complaints investigated by Dartmouth's Title IX office, Employees may receive information about supportive measures, the informal resolution process, and the formal resolution process and choose which, if any, option(s) is right for them when the Employee is the Complainant.

C. Status Updates

Once an investigation of a formal complaint of discrimination or harassment under this Article is commenced, and until the internal review process is complete, the Employee may request a status report after thirty (30) days, and every fifteen (15) days thereafter.

In cases where the internal review of the formal complaint has not been completed within five (5) months from the filing of the formal complaint, the Employee may request a meeting with the Assistant Vice President for Equity and Compliance and Title IX Coordinator, or the Executive Director of Human Resources, or their designees, to discuss the status of the case.

D. Mediation

If the Employee who brought the complaint is dissatisfied with Dartmouth's final action upon completion of the applicable process for addressing complaints of discrimination and harassment, the Union and Dartmouth may agree to engage in mediation. If the

parties proceed to mediation, then the parties shall follow the procedures in D (a)-(e) below.

- a. As the parties to the mediation, the Union and Dartmouth shall meet to mutually select a mediator, and will in good faith attempt to identify a mediator with experience in discrimination or harassment cases. If the parties cannot agree on a mediator, they will follow the Federal Mediation and Conciliation Services (“FMCS”) processes for selection of a mediator. The Union and Dartmouth will split the costs of mediation evenly.
- b. An individual Employee shall not have the right to invoke mediation on their own.
- c. Any such mediation will be between the Union and Dartmouth.
- d. Any resolution that may be reached by the parties in mediation shall remain confidential between the parties and all participants to the mediation, except for Union and Dartmouth employees with a legitimate need to know, unless the parties mutually agree otherwise.
- e. The parties agree that neither the mediator, nor the parties or participants to the mediation, would in any way disclose, discuss, or publish in any forum, including but not limited to any social media platform, any communications, negotiations, underlying facts of the case, investigatory reports, or settlement discussions that arise from the mediation.

E. Step 3 Grievance and Arbitration Options

Once the internal review of a formal complaint is concluded (including any appeal(s) and mediation), the Employee who alleges a violation of Sections 1 or 2 of this Article and is dissatisfied with Dartmouth’s final action may file a grievance at Step 3.

Any such Step 3 grievance will be processed in accordance with Article 5, Grievance Procedure of this Agreement; provided, however

- a. Any such grievance must be filed at Step 3 no later than twenty-one (21) calendar days following the conclusion of the internal review process, including any appeal decision.
- b. If the grievance is not resolved at Step 3, the Union may pursue arbitration in accordance with Article 5, Grievance Procedure.
- c. The arbitrator shall decide whether or not this Article has been violated and what remedy, if any, is due to the Employee. The arbitrator shall not have the ability to impose any discipline, sanctions or other penalty upon any individual. The arbitrator shall be without authority to render a remedy concerning any academic matter or any aspect of the Employee’s status as a student.
- d. Except as set forth in this Article, the other arbitration rules and other limitations on the arbitrator’s authority delineated in Article 5, Grievance Procedure, of this Agreement will apply with equal force to a grievance over claimed violations of this Article.

ARTICLE 11. HEALTH AND SAFETY

Section 1. Intention

Dartmouth shall maintain policies that ensure a safe workplace and take all reasonable steps to proactively ensure employee health and safety.

Dartmouth, the Union, and the Employees will cooperate to maintain a healthy and safe working environment.

Section 2. Compliance with Relevant Standards

Dartmouth and the Employees will continue their efforts to maintain a safe and healthy work environment complying with the Occupational Safety and Health Act (OSHA) regulations, Dartmouth health and safety policies, procedures, trainings, and all other applicable state or federal regulations governing workplace safety. Dartmouth will provide Personal Protective Equipment (PPE) required by OSHA for safely carrying out the workplace duties.

Section 3. Reporting of Hazardous Conditions

Employees should report unsafe working conditions to their immediate supervisor or Dartmouth's Office of Environmental Health and Safety for evaluation and remediation as appropriate. Employees will not be required to work in conditions that pose an imminent danger to health and safety. Dartmouth shall not retaliate against any Employee for such reporting of a health and safety concern.

Section 4. Workers Compensation

Employees are covered under the provisions of workers' compensation laws. Workers' compensation covers Employees' reasonable and necessary medical expenses and provides income for lost time from work due to an accident or an illness deemed compensable under the workers' compensation law.

ARTICLE 12. INCLUSIVE WORK ENVIRONMENT

Section 1. Accommodations for Employees with Disabilities

Any Employee with a disability may request reasonable accommodations from Dartmouth, who will engage in the interactive process required of federal law to determine such reasonable accommodation(s) as are necessary for the performance of the essential functions of their job.

The provision of reasonable accommodations by Dartmouth for Employees shall not preclude Employees from using resources and getting assistance from Student Accessibility Services for student accommodations. Employees can still request accommodation resources and assistance through the Guarini Graduate Office, or the relevant graduate program contact who serves as liaison for the Dartmouth Disability & Access Professional office.

Dartmouth shall provide an accessible parking pass option that is reasonably obtained through online methods, for Employees with qualifying disabilities to park in ADA-accessible parking spaces at campus locations.

Section 2. Gender Equity

All Employees shall be referred to by their chosen names and pronouns in the workplace. Upon request by an Employee through Dartmouth's self-service program, Dartmouth will change the records within its control to reflect the preferred names and pronouns chosen by the Employee. A legal name change may occur by submitting the appropriate documentation to Dartmouth's Payroll Office. Dartmouth will not be deemed to have violated this provision where it is required by law to maintain and report an Employee's birth name and sex assigned at birth. These changes shall come at no cost to the Employee and shall be completed in a timely manner.

Section 3: Restroom Equity

Employees shall have access to gender-affirming restrooms, including both gender- neutral and single-gendered restrooms, within a reasonable distance from the location of the Employee's work assignment.

Section 4. Religious Practice

Dartmouth shall provide reasonable access to space for religious practice that is within a reasonable proximity to the Employee's work assignment.

Section 5. Lactation Breaks

Dartmouth shall provide a reasonable amount of break time for an Employee to express breastmilk for a nursing child each time such Employee has need to do so. Dartmouth shall provide a space, other than a public restroom, that is clean, shielded from view, and free from intrusion from coworkers and the public. This space shall be in close proximity to the nursing parent's work location, including access to refrigerator storage space, two electrical outlets, and will otherwise comply with all regulations pertaining to lactation breaks. Access will be issued in advance to Employees who plan to take lactation breaks.

Section 6. Required Training

All Employees shall be required to take yearly comprehensive and effective training with the express purpose of learning about diversity, equity, and inclusion. Additionally, these trainings must also discuss definitions and reporting processes surrounding sexual harassment and other gender-based discrimination that are covered by Title IX.

ARTICLE 13. INTELLECTUAL PROPERTY AND RESEARCH MISCONDUCT

a. Intellectual Property

Employees shall have the same rights as Students at Dartmouth with respect to Dartmouth's Policy on Patent, Copyright, and Other Intellectual Property Rights (the IP Policy). Disputes

regarding intellectual property will be processed solely in accordance with the IP Policy and related procedures and are not subject to the provisions of grievance and arbitration.

Published works will accurately attribute the contributions of Employees. Employees may make good faith requests for authorship or contribution attribution.

Dartmouth shall not retaliate against an Employee who engages in a good faith effort to assert rights pursuant to the IP Policy.

b. Research Misconduct

Employees are subject to and have the rights contained in Dartmouth's Research Misconduct Policy and procedures. Dartmouth will not retaliate against an Employee who engages in a good faith effort to assert rights pursuant to the Research Misconduct Policy. Disputes regarding research misconduct will be processed solely in accordance with the Research Misconduct Policy and related procedures and are not subject to the provisions of grievance and arbitration.

ARTICLE 14. TRAINING

Employees will be provided with adequate training to allow them to fulfill their work duties.

Dartmouth retains the exclusive right to determine the content and delivery of required training programs. Dartmouth will notify Employees of training or orientation required for the purposes of their employment.

ARTICLE 15. ASSIGNMENT NOTIFICATION

Section 1. Notice of Assignment

Every notice of assignment to an Employee shall outline the basic terms and conditions of the assignment to the extent known at that time. Assignment duties and responsibilities may start before the beginning of the academic term that a course is taught, and may extend into the time following the end of the term. The assignment terms, as outlined in the notice of assignment, will be maintained, unless the individual's employment is terminated pursuant to the provisions of Article 6, Discipline and Discharge, or the assignment is canceled.

Section 2. Assignment Timeline

Notice of research assignments shall be provided prior to the initial term of the assignment and whenever the assignment changes. Notice of teaching assignments may be provided on a per term basis.

Dartmouth shall send notice at least twenty-one (21) calendar days before the assignment(s) begins. It is understood by both parties that in certain circumstances (such as, but not limited to,

where outside funding is involved, uncertain enrollments, or a first time assignment(s) for an incoming student) some assignments cannot be finalized twenty-one (21) calendar days before the assignment(s) begins. When an assignment(s) cannot be finalized twenty-one (21) calendar days before the assignment(s) begins, Dartmouth shall provide an updated notice of assignment(s) as soon as possible.

Dartmouth will endeavor in good faith to provide as much information as possible in advance of the start of the assignment(s). The Employee will have the opportunity to review and discuss the notice of assignment with the Supervisor(s).

Section 3. Content of Notice of Assignment

The notice of assignment will typically include the following information:

- A. Assignment title(s);
- B. Effective starting date(s) and, if known, the end date(s) of the assignment.
- C. Graduate Program
- D. Stipend Amount or hourly rate.
- E. A description of the general duties and responsibilities assigned to the extent known at the time of issuance of the notice and course name, if applicable. The nature and scope of the duties and responsibilities of an Employee's assignment(s) will vary by program and department;
- F. Supervisor's name and contact information;
- G. Response requirements of the recipient, if any;
- H. A statement that the position is covered by this Agreement.

If any of the above information is not known at the time notification is sent, the Employee will be informed as soon as is reasonable under the circumstances.

Employees may notify Dartmouth of their preferred assignments and any limitations to their availability. The Employee will have the opportunity to review and discuss the contents of the notice with the Supervisor(s). If there are conflicts in meeting assignment responsibilities, Dartmouth agrees to make reasonable efforts to assist the Employee in meeting those responsibilities, including modification of the assignment if warranted and feasible.

ARTICLE 16. PROFESSIONAL RIGHTS AND WORKSPACE CONDITIONS

Section 1. Professional Rights

Additional Work: Dartmouth may not prohibit Employees from earning additional income, provided however, that Employees are prohibited from using Dartmouth property and resources for outside employment.

Section 2. Workplace Conditions

Workspace: Dartmouth shall provide access to the workspace, desk space, and facilities required to perform assigned duties.

The Employer shall provide reasonable notice to bargaining unit employees before their workspace is changed.

Access to Tools and Supplies: Dartmouth shall provide access to the equipment, materials, high-performance computing, internet access, software, licenses, subscriptions, memberships to professional networks, and other network services required by Dartmouth to perform assigned job duties.

Expenses and Reimbursement: Work-related expenses, including but not limited to materials, equipment and services not provided by the department, transportation costs, and cost of approved trips, shall be subject to Dartmouth's Business Expense Policy for employees. For participation in professional conferences during the course of the Employee's employment, Dartmouth shall provide direct payment for hotel and lodging costs, payment by the applicable departmental corporate card, or via reimbursement of pre-approved personal expenses, the reimbursement of which should not exceed ten (10) days following the submission of the proper documentation required of the Business Expense Policy.

ARTICLE 17. INTERNATIONAL EMPLOYEE RIGHTS

For the purposes of this Article, the term "International Employee" shall apply to any bargaining unit employee who must secure and maintain a valid immigration status as a condition of employment and/or as a requirement for enrollment in Dartmouth degree programs.

Section 1. Visa and Immigration Support

Dartmouth's Office of Visa and Immigration Services (OVIS) shall provide guidance to Dartmouth-sponsored International Employees and their dependents (legal spouses and children under the age of 21) on the maintenance and navigation of legal immigration status, including information as to their rights and responsibilities and the rules and regulations governing their immigration status. While OVIS is not able to provide legal advice, it will provide referrals for personal legal services or for immigration matters unrelated to employment, and maintain a list of referral resources for the same.

OVIS will invite immigration attorneys to visit campus and meet with International Employees. Visiting attorneys will host information sessions about U.S. taxation and entrepreneurship. Once per academic term, OVIS will offer "Life After Dartmouth" sessions, which cover topics such as H-1B visas and other post-graduation immigration options. Visiting attorneys and Dartmouth shall not provide individualized legal advice.

International Employees in emergency situations involving their immigration status outside of normal business hours may contact Dartmouth Department of Safety and Security (DoSS) for assistance. DoSS will contact OVIS or the appropriate representative on call to provide the Employee with prompt assistance.

Section 2. Change in Status

In the event that an International Employee is subject to an employment action that may impact their immigration status, Dartmouth will notify the International Employee as soon as practicable that the International Employee must contact OVIS for guidance as to their rights and responsibilities.

In the instance that an International Employee voluntarily elects to change or adjust their immigration status or is no longer maintaining their underlying status with an aim of procuring permanent residency, Dartmouth shall maintain the individual's immigration record in SEVIS until the International Employee is no longer maintaining their underlying immigration status or changes or adjusts their status to another status. This provision remains in force until such time as the aforementioned employee has successfully obtained and can demonstrate the legal validity of their newly acquired immigration status.

Section 3. Reporting to U.S. Agencies

Dartmouth shall not release or report information regarding the immigration status of current or former International Employees or their dependents (legal spouses and children under the age of 21) to any government agency, or representatives thereof, unless and until legally obligated to do so.

Section 4. Entry

Dartmouth will use best efforts to assist International Employees where such International Employees who possess the requisite immigration documentation and work authorization to lawfully enter the United States are barred entry through no fault of their own. If an International Employee is abroad and unable to enter the United States through no fault of their own, the International Employee shall notify OVIS staff directly, and OVIS shall provide necessary documents within Dartmouth's control, at no cost to the International Employee, within five (5) business days of being contacted by the Employee.

Section 5. International Employee Status

International Employees are responsible for maintaining their immigration status in compliance with applicable laws and for notifying Dartmouth of their ability to maintain status as required by federal law.

Dartmouth will make reasonable efforts to provide alternative, limited time work arrangements for International Employees to perform their duties remotely outside of the United States, subject to Dartmouth's policies and procedures regarding overseas employment and consistent with applicable law, where International Employees are unable to return to Dartmouth's locations for reasons outside of the International Employee's control. In such cases, Employees

shall make reasonable effort to work with Dartmouth as soon as possible to make the request to perform their duties remotely.

If Dartmouth is not able to lawfully employ or continue to employ an International Employee as a result of the International Employee's immigration status, Dartmouth agrees to discuss potential reemployment of the International Employee after the Employee obtains the required work authorization or immigration status lawfully permitting them to work as a bargaining unit member. Re-employment will depend on multiple factors, including, but not limited to the academic calendar, availability of lab space and research funding, obtaining legal authorization, sufficient space in the academic program, and provided there are no other prohibitions on the International Employee's return to work for Dartmouth. Any determination made under this section is not subject to arbitration under the Grievance and Arbitration article.

Section 6. Tax Support

Dartmouth shall provide access to resources guiding the preparation and filing of non-resident alien state and federal taxes during each tax season and will provide International Employees with free access to tax preparation software of Dartmouth's choosing. Tax support and guidance will include an informational session which will be recorded and available for viewing, and guidance on the use of Dartmouth-sponsored tax preparation software. Dartmouth is not liable for any errors and incidental or consequential damages in connection with an International Employee's use of the tax preparation software or resources. Due to the complexity of tax law, treaties, and legal restrictions, Dartmouth and all Dartmouth employees are not qualified or permitted to provide individual tax advice.

ARTICLE 18. WORKLOAD

Section 1. Work Expectations for Teaching Assistants and Instructors

The following provisions apply to those Employees who are employed as Teaching Assistants and Graduate Instructors as bargaining unit members subject to this Agreement at Dartmouth. A Teaching Assistant (TA) assists the Instructor of Record both inside and outside the classroom and/or laboratory on activities related to a particular course. The nature of the tasks may vary depending on the needs of the individual department or course. TAs are supervised by the Instructor of Record and do not bear primary responsibility for the design or implementation of a course. The duties of a TA vary across courses and departments and examples of standard duties may include: attending lectures; presentation of lab lectures; leading discussion sections; preparing and supervising labs; conducting tutorials; holding office hours; grading assignments, e.g. lab reports, problem sets, quizzes, examinations; and other programmatic duties for a course. Assignments are made at the discretion of the Guarini School on the basis of program recommendations.

Graduate Instructors' principal duties are similar in nature to those of a Teaching Assistant, except Instructors are assigned by Dartmouth as the Instructor of Record for the course and have more independent and/or advanced teaching responsibilities.

Section 2. Work Expectations for Researchers

The following provisions apply to those Employees employed as Research Assistants as bargaining unit members subject to this Agreement at Dartmouth.

Research Assistant principal duties include, but are not limited to, contributing, under supervision and direction of a faculty member, principal investigator, or other designated individual, to a research program, including but not limited to experimental design, ongoing review of relevant literature, the gathering and analysis of data, the development of theoretical analyses and models, presentation of results at internal and external meetings and conferences, and the production or publication of results in scholarly articles and research reports. The Research Assistant assignment is made with the understanding that the overall work experience will contribute to the professional training of the Employee.

Section 3. Workload Adjustments

Any Employee who believes their assigned workload cannot reasonably be completed within the time limits specified may bring such concerns to their supervisor for discussion and appropriate action. The supervisor shall discuss such concerns and, as warranted by the supervisor, make adjustments to workload requirements.

Section 4. Working Hours

No Employee shall be compelled, coerced, or obligated to work more than an average of twenty (20) hours per week over the course of their employment assignment period, including work on work-related communications, meetings, required training, orientation, and conferences that are required as a condition of the Employee's assignment. While the parties recognize that the content of work assigned to an Employee may vary from week to week, Employees shall not be assigned job duties that cannot be reasonably performed within the workload average listed above. Additionally, Dartmouth shall provide Employees with a reasonable amount of time to complete job duties, taking into consideration the relevant surrounding circumstances.

Dartmouth maintains the right to define academic expectations, degree requirements, and the evaluation of academic progress in the program. The workload requirements of the Employee should not be construed as imposing a limitation on the time and effort necessary to continue making satisfactory academic progress toward the degree requirements.

Dartmouth acknowledges as a general principle that most work tasks should be carried out during regular weekday hours. Obligations of assigned positions for Employees should be met primarily during these hours, or as otherwise specified in the assignment letter. The Union acknowledges as a general principle that many work obligations may necessarily fall outside of the weekday hours, such as evening classes, evening or weekend office hours, grading, or review sessions, laboratory responsibilities, or in-person or remote field work (including such work performed in other time zones) and related travel that must be attended to outside of regular weekday hours. Dartmouth will make reasonable efforts to provide advance notice if Employees are required to perform work outside of regular weekday hours.

ARTICLE 19. GUARANTEED FUNDING

Section 1. Guarantee of Funding

Employees enrolled as full-time PhD students and making satisfactory academic progress towards their degrees, shall be guaranteed funding for the stipend (and benefits) outlined in this Agreement for a minimum of five (5) years from the start date of their program, or until completion of their program, whichever comes first. Employees will be granted funding beyond five (5) years at the discretion of the Program.

Employees in stipend supported Masters programs shall be guaranteed funding for the stipend and benefits outlined in this Agreement for the period of time specified by the program.

Section 2. Transitional Funding Support

Transitional Funding Support for Employees is governed by the Guarini School's Transitional Support Policy. An Employee may consult the Union for guidance when seeking additional funding beyond one (1) term, however, this does not modify the Transitional Support Policy.

ARTICLE 20. TUITION AND FEES

Section 1. PhD Tuition Funding

In addition to the compensation provided in Article 26, eligible Employees shall also receive tuition remission as described herein. Research Assistants, Teaching Assistants, and Instructors in PhD programs are charged full tuition for the duration of their assignment, but will receive tuition remission equivalent to the amount of tuition charged for the duration of their assignment.

Section 2. Fee Waiver

Dartmouth shall not create or charge any Employee any new fees for the purpose of offsetting the wage and benefit improvements negotiated as part of this collective bargaining agreement. For the purposes of this provision, the term "fees" shall not be interpreted to include tuition.

Should Dartmouth decide to create or charge Employees new fee(s), Dartmouth shall notify the Union of the purpose of the new fee(s) no later than sixty (60) days prior to its implementation.

ARTICLE 21. EMPLOYEE ASSISTANCE

Employees and their household members shall be entitled to participate in the Dartmouth's Faculty/Employee Assistance Program (F/EAP), effective sixty (60) days post ratification of this contract. In addition to the benefits provided by the F/EAP, Employees shall receive the following assistance:

Section 1. Parking

Dartmouth reserves the right to modify its parking policies from time to time, including, without limitation, lot assignments and prices for parking permits in assigned lots. Notwithstanding the foregoing, in administering its parking policies for parking lots for which paid permits are required and which are available to graduate students, the cost of such parking permits for graduate students shall not exceed the cost of parking permits for any other Dartmouth population that may park in said parking lots.

In addition, Dartmouth will ensure that graduate students have access to at least one lot, in a location to be determined by Dartmouth, where parking is free (no charge for a permit). In the event that any Dartmouth parking lot available to graduate students is not walkable to campus, as determined by Dartmouth in its reasonable discretion, then a shuttle will be provided.

Section 2. Healthcare Counseling

Employees may contact Dartmouth College Health Service for education on the DSGHP insurance coverage specifically, and may access F/EAP for consultation on health care plans generally.

Section 3. Relocation Support Bonus

To help cover moving and travel costs, Employees shall receive a relocation bonus of \$1,500 in the earliest possible paycheck after completion of all required paperwork and beginning their program.

Section 4. Support for International Employees

International Employees on F student visas shall each receive a one-time lump sum payment of \$1,200 that they may use to pay for various fees and costs associated with their international status. Incoming International Employees on F student visas will also receive a one-time lump sum payment of \$1,200 during their first term of enrollment at Dartmouth. Payment will be made following completion of all required paperwork and for incoming International Employees, beginning their programs.

A. International Employee Support (IES) Fund

As soon as practicable after ratification, Dartmouth shall establish an International Employee Support Fund in the amount of \$50,000 credited in the first year of this Agreement. International Employees may apply for reimbursement from the fund for required visa fees and/or for airfare when required to travel overseas for visa processing and renewal.

Effective July 1, 2025, the IES Fund will be \$55,000

Effective July 1, 2026, the IES Fund will be \$60,000

Distribution of any funds shall be made in accordance with procedure, policies and requirements established by Dartmouth. Requests for reimbursement shall not be unreasonably denied. Unused funds in any fiscal year shall not roll over into any subsequent year.

Upon request, in the academic year 2024-2025, Dartmouth and the Union shall meet to discuss benefit fund utilization.

ARTICLE 22. CHILDCARE, CHILD CARE STIPEND, AND PARENTAL LEAVE

Section 1. Child Care Stipend

A Child Care Stipend shall be made available to stipend-supported Employees who have dependent children. Stipend-supported Employees shall be eligible to apply for the Child Care Stipend once a year. The amount of the Child Care Stipend shall be \$5,000 per year per child under six (6) years of age who have not yet entered kindergarten, capped at three (3) dependent children per household. The dependent children must reside full-time with the stipend-supported Employee. Stipend-supported Employees must apply each year in order to receive the stipend, and eligibility is determined by Dartmouth in accordance with the Guarini Childcare Subsidy policy. Requests for Child Care Stipends shall not be unreasonably denied.

Applications for the Child Care Stipend shall not be unreasonably denied, provided Employees comply with the application requirements.

Section 2. Childcare Subsidies

Dartmouth is committed to increasing childcare access. Dartmouth agrees that it will expand childcare access taking into consideration Employees. Dartmouth will meet biannually with the Union at a mutually agreed upon time to provide updates on progress toward childcare expansion. When Dartmouth expands Dartmouth childcare access in a manner that provides sufficient space to account for Employees, Employees may apply for childcare at a Dartmouth childcare facility.

A. Childcare Support (CS) Fund

As soon as practicable after ratification, Dartmouth shall establish a Childcare Support Fund (CSF) in the amount of \$200,000 credited in the first year of this Agreement. Employees with dependent children may apply for reimbursement from the fund for childcare services or to otherwise cover costs associated with caring for dependent children. However, dependent medical care costs are covered by the Student Employee Dependent Support (SEDS) Fund in Article 23.

Effective July 1, 2025, the CSF will be \$210,000

Effective July 1, 2026, the CSF will be \$220,000

Distribution of any funds shall be made in accordance with procedure, policies and requirements established by Dartmouth. Requests for reimbursement shall not be unreasonably denied. Unused funds in any fiscal year shall not roll over into any subsequent year.

Each academic year, upon request, Dartmouth and the Union shall meet at a mutually agreed upon time to discuss benefit fund utilization.

Section 3. Parental Leave and Modifications

Dartmouth agrees to revise its existing Child Accommodation Policy to provide that if both parents are bargaining unit members and full-time graduate students the benefit by this policy can be shared between the parents as they choose, but the total amount of accommodation provided will not exceed twenty-four weeks.

ARTICLE 23. MEDICAL BENEFITS

Section 1: Health Insurance

Employees are required to participate in the Dartmouth Student Group Health Plan (DSGHP) and will be automatically enrolled unless they waive enrollment to use an alternative health insurance that meets Dartmouth's waiver requirements. Dartmouth shall provide individual coverage, at no premium cost, under DSGHP to stipend-supported Employees. For stipend-supported Employees enrolled in DSGHP who enroll eligible dependents, Dartmouth will pay 40% of the dependent premium cost. Employees may apply to the Support funds described in this Article for support in paying medical expenses not covered by the DSGHP, according to the terms of the program.

The Union may make recommendations regarding benefits to Dartmouth for their consideration during union-management committee meetings. Nothing in this Agreement shall affect Dartmouth's right to modify the DSGHP, the premium rates, the insurance carrier, or the plan administrators, at Dartmouth's discretion.

Section 2: Dental Insurance

Effective with the 2024-25 plan year, the DSGHP will include dental coverage for members and eligible dependents through Anthem BCBS. For stipend supported Employees, dental premiums will be covered at 100% through the medical premium. Employees may apply to the Support funds described in this Article for support in paying dental expenses not covered by Anthem, according to the terms of the program.

Section 3: Vision Coverage

Employees and their dependents shall be eligible to enroll in vision insurance plans under the same terms offered by DSGHP. Employees may apply to the Support funds described in this Article for support in paying vision expenses not covered by the DSGHP, according to the terms of the program.

Section 4: Support Funds

A. Student Employee Support (SES) Fund:

As soon as practicable after ratification, Dartmouth shall establish a Student Employee Support Fund in the amount of \$125,000, credited in the first year of this agreement.

Effective July 1, 2025, the SES Fund will be \$135,000
Effective July 1, 2026, the SES Fund will be \$145,000

- B. Student Employee Dependent Support (SEDS) Fund:
As soon as practicable after ratification, Dartmouth shall establish a Student Employee Dependent Support Fund in the amount of \$75,000, credited in the first year of this agreement.

Effective July 1, 2025, the SEDS Fund will be \$85,000
Effective July 1, 2026, the SEDS Fund will be \$95,000

- a. Employees and covered dependents may apply for reimbursement of any out-of-pocket medical, dental, and vision expenses (as defined by Internal Revenue Service regulations). Requests for reimbursement shall not be unreasonably denied.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by Dartmouth. Unused funds in any fiscal year shall not roll over into any subsequent year.

Upon request, in the academic year 2024-2025, Dartmouth and the Union shall meet to discuss benefit fund utilization.

Section 5: Time Away for Medical Reasons (TAMR)

Employees on an approved Time Away for Medical Reasons (TAMR) may apply once per calendar year for a one-time grant equivalent to 60% of the then-current monthly stipend each month for up to the first two (2) months of TAMR. The grant will be pro-rated for TAMR shorter than two (2) months.

ARTICLE 24. RETIREMENT

Section 1. SRA

Employees are eligible to participate in the Supplemental Retirement Account (SRA) on a voluntary basis, and in accordance with the SRA plan requirements. SRA plan requirements exclusively govern the eligibility of Employees to participate in the SRA and eligibility for participation is non-grievable. Employees may make pre-tax or post-tax (Roth) contributions to the SRA.

ARTICLE 25. LEAVES OF ABSENCE AND TIME OFF

Section 1. Scope of Article

This Article provides certain leaves of absence from an Employee's employment obligations. This Article does not cover leaves from an Employee's academic program, which are subject to further policies that are not part of this Agreement.

Paid time, under any section noted below, is not payable at separation of employment, not eligible for pyramiding, and may not be carried over year to year.

Nothing in this Article shall prevent a supervisor, at their discretion, from granting more days off than the amounts specified in the provisions below.

Employees are responsible for completing all job duties as assigned.

Section 2. Definitions

For the purpose of this article, a "child" is defined as an Employee's biological, adopted, or foster child, stepchild, legal ward, or child of a person standing *in loco parentis* (in the place of a parent) who is under eighteen (18) years of age, or eighteen (18) years of age or older and incapable of selfcare because of a mental or physical disability.

For the purpose of this agreement, a "spouse" is defined as an Employee's spouse or partner. As laws regarding marriage and partnership may vary by location, Employees may designate their spouse or domestic partner for the purpose of seeking the benefits provided under this agreement.

For the purpose of this agreement, "family" includes an Employee's biological, adopted, foster, step, or legal child, spouse, parent, or grandparent. Dartmouth and the Union recognize that family composition may differ based on an Employee's background, orientation, or gender identity.

Section 3. Sick Time

Employees may request flexibility in scheduling for reasons including:

- A. The Employee's illness or medical care, serious or minor;
- B. A family member's illness or medical care;
- C. A short-term leave of absence to address the effects of domestic violence, sexual assault, harassment, or stalking; and
- D. Routine medical appointments and/or travel necessitated by any of the above.

Requests for flexible scheduling for such reasons shall be made to the Employee's supervisor with as much advance notice as possible. Such requests shall not be unreasonably denied.

Section 4. Bereavement Leave

Employees may be absent for up to five (5) business days, without loss of pay or benefits, for a death in the family or household. A longer paid absence may be appropriate in circumstances of logistical difficulty, severe emotional distress, or religious observance. Personal Time or Vacation may be used to extend Bereavement Leave beyond five (5) business days with supervisor approval. Days taken for bereavement leave may be non-consecutive. The conclusion of a pregnancy, in cases other than live birth, shall qualify for bereavement leave under this Section.

Section 5. Jury Duty and Civic Leave

Employees may take time off for jury duty, without loss of pay or benefits for the duration of the service. Upon request, Employees shall present subpoenas or other documentation regarding the jury duty to their supervisor. This Section is also applicable when an Employee serves as a witness in a trial, testifies before a public legislative hearing, or is otherwise temporarily called away by civic obligations. Employees will be provided flexibility during work hours to vote in an election. Employees must notify their supervisors of their call to duty and return to work as soon as possible upon completion of duty.

Section 6. Military Leave

Employees will be granted military leave in accordance with applicable United States federal and state law and Dartmouth policy on military leave.

Section 7. Immigration Leave

International Employees will be granted up to three (3) days away from work, without loss of pay, as needed to meet with government or university representatives for the processing, approval, and/or maintenance of their immigration, employment, or those of their spouse or dependents in a twelve (12) month period. Personal Time or Vacation may be used to extend Immigration Leave beyond three (3) business days with supervisor approval including for Employees requiring extended travel for maintenance or renewal of their visa status.

Section 8. Holidays

Employees shall not be required to work on any day designated as a Dartmouth holiday as specified in the Holidays and Winter Break policy, and as it may be amended from time to time. Dartmouth recognizes that there are religious and cultural holidays that are not currently Dartmouth holidays. Two (2) floating holidays will be granted to Employees each calendar year. A floating holiday is a paid day off for an Employee to participate in celebrations of personal significance on days not already established by Dartmouth as an observed Holiday. Dartmouth shall make reasonable accommodations for an Employee to observe a religious or cultural holiday. Employees shall request such time off for such religious observance with reasonable advance notice to their supervisor.

Section 9. Vacation

Employees shall be granted reasonable time off from work for vacation. Employees shall coordinate vacation time with their immediate supervisor. Requests for vacation time shall not be unreasonably denied. Employees shall be granted eleven (11) paid vacation days per fiscal

year, prorated for partial years. If a Dartmouth holiday, or weekend falls during an Employee's vacation, the Employee shall not be charged vacation time for that period of time. Employees taking vacation days shall not have their workload increased on other days to make up for the work not done while on vacation, but are responsible for completing all job duties as assigned.

Section 10. Personal Time

Dartmouth provides eligible regular Employees with nine (9) days of personal time per fiscal year, prorated for partial years, available for occasional absences from work for personal reasons, which may include, for example, religious or cultural holidays, vehicle repairs, home repairs, personal appointments, a child's school event or closure, and absences due to inclement weather.

Employees with dependent children under the age of 13 shall be granted two (2) additional personal days to provide childcare during school closures.

Section 11. Unpaid Leave

During the course of their employment, Employees may request unpaid personal leaves of absence for reasons other than those articulated above or uncompensated extensions of the leaves of absence articulated above in an amount not to exceed one year, approved in three (3) month increments. During approved medical leaves of absence under the Time Away for Medical Reasons Policy (TAMR), Employees who attest that they have a financial need shall retain all medical insurance benefits for up to four (4) quarters and as consistent with TAMR. Dartmouth shall not pressure or persuade an Employee for or against taking a personal leave, but the provision of information about the potential impact of personal leave on a student's academic progress alone does not constitute pressure or persuasion for or against taking personal leave.

The Office of Visa and Immigration Services (OVIS) shall provide information to International Employees on how personal leave affects immigration status.

Section 12. Reinstatement After Leave

Upon returning from a leave covered by this Agreement, the Employee shall be restored to the same or an equivalent assignment in a position included in the bargaining unit, if such an assignment is available. No Employee shall be penalized or discriminated against for taking a leave of absence.

ARTICLE 26. COMPENSATION

Section 1. Compensation

Effective July 1, 2024, all bargaining unit employees paid via stipend shall receive a stipend of \$47,000.

For the annual stipend increases, effective July 1, 2025, and July 1, 2026, the stipend shall increase by 3% or by the twelve (12) month percentage change in the CPI-W in the prior calendar year, whichever is larger. "CPI-W" is the Revised CPI-W published by the U.S. Department of Labor, Bureau of Labor Statistics and will include revisions made to that index in the future.

Section 2. Hourly Wages

Employees who are compensated on an hourly basis, and who are included in the bargaining unit, shall be paid as set forth below.

Effective July 1, 2024, all bargaining unit employees earning hourly wages will receive a minimum wage of \$21.00.

Effective July 1, 2025, the minimum hourly wage shall increase to \$21.50.

Effective July 1, 2026, the minimum hourly wage shall increase to \$22.00.

Section 3. Terms of Compensation

The amounts of compensation negotiated in this Agreement pertain to Employees as described herein, but not to Dartmouth graduate students who are not members of the bargaining unit. The Union has no authority, nor shall Dartmouth be obligated, to negotiate over any financial compensation matters or benefits that apply to Dartmouth graduate students who are not members of the Bargaining Unit. The provisions of this Article only apply when a Dartmouth graduate student is working as an Employee, a member of the Bargaining Unit.

Employees will be paid consistent with Dartmouth's normal business operations and payroll practices for Bargaining Unit work performed, provided the Employee has timely submitted all documentation and information necessary to process payments.

In no case shall an Employee have a Dartmouth salary or hourly wages for work constituting Bargaining Unit work outside of the agreed upon terms of this Article. These amounts are based on a full assignment averaging twenty (20) hours per week, as defined in Article 18, Workload, over a twelve (12) month period. Dartmouth will not give an assignment that averages less than twenty (20) hours a week for the purpose of offsetting wage and benefit improvements negotiated as part of this collective bargaining agreement. Any Employee working one or more partial assignments shall receive prorated monthly and annual salary payments in accordance with the assignment letter and the terms of this Article.

Nothing in this Article shall prohibit Dartmouth from offering stipends above the minimums, at the approval of the Dean of the Guarini School of Graduate and Advanced Studies.

ARTICLE 27. SEVERABILITY

If any provision of this Agreement is determined by final order of a court or administrative agency with jurisdiction over the parties to be contrary to law, the affected provision shall be

rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.

ARTICLE 28. ENTIRE AGREEMENT

The parties agree that this Agreement is the parties' entire agreement. This Agreement finally resolves all demands and proposals made by either party with regards to wages, hours, and all other terms and conditions of employment. The parties further agree that this Agreement may be amended by mutual written consent of the parties during its term.

ARTICLE 29. DURATION

This agreement shall become effective upon ratification by the membership of GOLD-UE 261 and shall remain in full force and effect until 11:59:59 PM on June 30, 2027. After the termination date, this Agreement will continue in effect unless either party gives written notice of their desire to modify or terminate this Agreement at least sixty (60) days prior to the expiration of this Agreement. If neither party gives sixty (60) days' notice, this Agreement will continue in effect for successive one (1)-year periods, unless terminated by either party sending to the other party written notice of the proposed termination at least sixty (60) days prior to the expiration date, or unless the Agreement is extended by mutual written agreement.

Notice of termination may be submitted by certified mail or email with a read receipt attached, and addressed as follows:

FOR THE UNION:

GOLD-UE 261
c/o United Electrical, Radio & Machine
Workers of America (UE)
4 Smithfield St, 9th Floor
Pittsburgh, PA 15222

ue@ueunion.org

cc: goldartmouth@gmail.com

FOR DARTMOUTH:

Office of the General Counsel
Dartmouth
63 South Main Street, Suite 301
Hanover, New Hampshire 03755

Hinman Box 6002

OGC@dartmouth.edu

FOR DARTMOUTH:



David F. Kotz, Provost

9/19/24

Date


FOR UNION:



Alina Dracheva

9/11/24

Date



David C. Freeman

9/11/24

Date



Genevieve M. Goebel

9/11/24

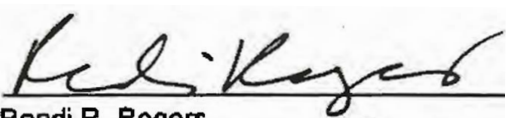
Date



Logan E. Mann

9/11/24

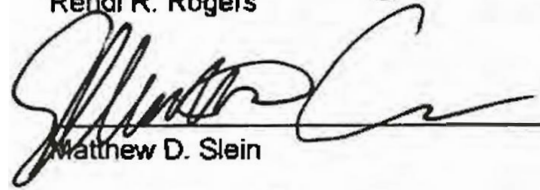
Date



Rendi R. Rogers

9/11/24

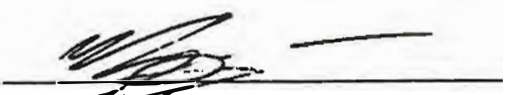
Date



Matthew D. Slein

9/11/24

Date



Jacob Willard

9/11/24

Date