

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
DARTMOUTH COLLEGE
AND
DARTMOUTH COLLEGE LIBRARY WORKERS UNION
AFSCME Council 93
JUNE 30, 2025 to JULY 1, 2028

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Preamble

This Agreement, made and entered into June 30, 2025, by and between Dartmouth College (hereinafter called "Dartmouth") and the Dartmouth College Library Workers Union (hereinafter called the "Union" AFSCME Council 93) wherein it is mutually agreed as follows:

ARTICLE 1. PURPOSE

Dartmouth and the Union have entered into this Agreement for the purpose of establishing terms and conditions of employment with respect to wages and working conditions, procedures for the presentation and resolution of grievances, and to regulate the mutual relations among themselves with the view of promoting and ensuring harmonious relations, communications, cooperation and understanding between Dartmouth and its employees.

ARTICLE 2. RECOGNITION

Dartmouth, the Employer, recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, benefits, and conditions of employment, for all full time and regular part time employees employed by Dartmouth at its libraries in Hanover and Lebanon, New Hampshire, as certified by the National Labor Relations Board ("NLRB") in Case Number 01-RC-316316, but excluding all confidential employees, undergraduate and graduate student employees, managers, temporary employees, guards and watchmen, and supervisors as defined by National Labor Relations Act ("NLRA").

The term "Employee" as used in this Agreement shall refer to only the employees in these aforementioned positions who are within the bargaining unit.

The term "exempt" as referred to Employees in this Agreement shall refer to those Employees who are salaried and not subject to the Fair Labor Standard Act of 1938, as amended ("FLSA"), and to state and federal regulations governing minimum wage and overtime pay.

The term "non-exempt" as referred to Employees in this Agreement shall refer to those Employees who are paid on an hourly basis and are subject to the overtime provisions of the FLSA.

The term "regular full time" as referred to Employees in this Agreement shall refer to those Employees who are normally scheduled to work at least thirty-seven and one-half (37.5) to forty (40) hours per week, in a position that is expected to last at least nine (9) months in a continuing capacity, year after year. The term "regular part-time" as referred to Employees in this Agreement shall refer to those Employees who are normally scheduled to work less than thirty-seven and one-half (37.5) to forty (40) hours per week, in a position that is expected to last at least nine (9) months in a continuing capacity, year after year.

A “term employee” is a regular full time or part time employee hired for a limited duration. While “term employees” may be a member of the bargaining unit, the termination of a term employee position at the end of the term shall not be grievable.

The term “Temporary Employee” shall refer to employees who are working on an as-needed basis, or when working either full or part-time with the understanding that the employment will normally terminate within nine months from the start date or completion of a specific assignment. Temporary Employees are excluded from the Bargaining Unit, per NLRB Case Number 01-RC-316316.

ARTICLE 3. UNION RIGHTS AND REPRESENTATIVES

1. Represented Workers shall be permitted to reserve a meeting space within the library or elsewhere on campus consistent with the requirements for external organizations for the purpose of conducting Union meetings relating to the administration of this Agreement and other necessary Union business.
2. Dartmouth will permit reasonable use by the Union of Dartmouth bulletin boards, subject to the rules and policies applicable to the use of the given bulletin board.
3. On a quarterly basis, Dartmouth will provide the Union with a membership list based on the then currently available centralized information. To the extent available, that list shall include the employee’s first and last name, shift, job title, department, work location, home address, all telephone numbers (including personal phone numbers), personal and work email addresses, date of hire, base pay rate, and employee identification number.
4. The Union shall have the right to reasonable use of the communications systems of Dartmouth to communicate with bargaining unit members, including through e-mail to members of the bargaining unit’s Dartmouth-provided email addresses. The Union agrees that in using Dartmouth’s communications systems, it will comply with all Dartmouth’s policies and guidelines.
5. Only representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93 and/or its affiliated locals shall be permitted to enter the premises of any Library Department that is open to bargaining unit members at any reasonable time during business hours for the purpose of discussing or processing grievances of employees covered by this Agreement, provided that they do not interfere with the performance of duties, and provided that they give notice of their presence immediately upon arrival to the person in charge of such Department. Access by these representatives shall be consistent with any Dartmouth policies and procedures regarding visitor access to the campus.
6. Dartmouth recognizes the right of the Union to designate stewards, officers, and other Union representatives for the purpose of engaging in administrative duties within the union. The

Union will provide Dartmouth with a list of Union representatives on an annual basis and will update the list within a reasonable amount of time of changes to those Union representatives.

7. All employees will be provided the contact information of designated stewards by the Union.

General administration of the affairs of the local by its elected officers. Dartmouth will allow for reasonable time off for an elected officer for general administration of the affairs of the local. Dartmouth shall not be required to pay employees for such time off. Employees requesting such time off must provide Dartmouth with seventy-two (72) hours' notice such that Dartmouth has the opportunity to reschedule employees to cover the absence.

8. Release time without loss of pay shall only be permitted for the following reasons and shall be subject to the operating needs of each department/division as determined by Dartmouth. Such determination shall not be arbitrary or capricious.

- a. Reasonable time for one officer or steward on each shift, as referenced in Section 6 above, for the investigation of grievances or representation of employees at departmental hearings or investigatory interviews (i.e., "Weingarten" type situation.) Requests for such leave must be made in writing to the supervisor outside the bargaining unit indicating the date, time and purpose of the requested leave as far in advance as possible. Requests for leave shall be responded to within a reasonable period of time.
- b. Grievant(s), the Local President or his/her designee, and witnesses who are called to testify at a grievance arising from the administration of this agreement, all of whom are scheduled to work at the time of the hearing. Requests for such leave indicating the date, time and purpose of the requested leave, shall be made in writing at least one week in advance of the hearing to the Office of Labor Relations, except that with regard to Step #2 grievance hearings, requests shall be made to the Appointing Authority/designee as far in advance as possible.
- c. Up to five (5) unit members per contract year shall be granted three (3) days off without loss of pay to attend Union conventions, conferences, meetings, or trainings.

9. Dartmouth will allow for no less than a sixty (60) minute session within the first twenty (20) days of employment for new bargaining unit employees to receive an overview of the Union and this Agreement. Union representatives will conduct this session. Dartmouth and the Union agree that for the life of this Agreement, any and all representatives of Dartmouth shall be absent from the room during the Union onboarding meeting.

10. Ground rule discussions between Dartmouth and the Union will determine release time for negotiations.

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

ARTICLE 4. UNION SECURITY

1. Upon completion of one hundred twenty (120) days of probationary employment for newly hired employees following the effective date of this Agreement, or after thirty (30) days following the effective date of this Agreement for non-probationary employees employed by Dartmouth in the bargaining unit, an employee in the bargaining unit shall, as a condition of employment, either: (1) become a member of the Union which represents them; or (2) pay to the Union an agency service fee, as provided by law. If an employee chooses not to be a member of the Union, the employee may elect to pay agency fees to the Union. The employee may choose to have the Union agency fees deducted from each paycheck by providing written authorization for such deductions. Such deductions shall occur after the employee has been employed for one hundred twenty (120) days and tenders an authorization card for Union dues or agency service fee deductions. Dartmouth shall begin the payroll deduction, provided the employee has given Dartmouth written authorization consistent with New Hampshire law. An employee may revoke such payroll authorization any time by giving thirty (30) days' written notice to Dartmouth. In any event, an employee hired into the bargaining unit must pay either an agency service fee or Union dues, and such amounts shall be the same. Dartmouth will notify the Union if a dues deduction card and/or agency fee authorization card is not accepted by Dartmouth and will state the reason(s) therefore within thirty (30) days.

2. Employees who do not sign written authorizations for dues deductions or agency service fee deductions must adhere to the same payment procedure by making such payments directly to the designated Union. For purposes of this Article, an employee shall be considered a member of the Union in good standing if they tender the periodic dues and fees uniformly required as a condition of membership.

3. Payment for the amount of the dues or agency service fee deducted will be sent to the designated Union official within thirty (30) days of the end of the month in which they are deducted, together with a list of all employees from whom dues and fees have been deducted. In lieu of making such payments by check, Dartmouth agrees, working in collaboration with the Union on an appropriate and efficient mechanism, to deposit any collected dues or agency fee amounts via electronic funds or wire transfer, or other mutually agreeable method, to an account designated by the Union.

4. Dartmouth assumes no obligation, financial or otherwise, as a result of complying with the terms of this Article and the Union agrees that it will indemnify and hold Dartmouth harmless from any claim, action, omission, or proceeding by any employee arising from deductions made by Dartmouth under this Article. Once the funds are transmitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

5. Dartmouth shall not be obliged to make dues deductions of any kind from any employee who, during the dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

6. An employee who has failed to become a member of the Union or pay an agency service fee, as required by this Article, shall, within thirty (30) calendar days following receipt of a written demand to Dartmouth from the Union requesting their discharge be discharged, if, during such period, the required dues and/or fees (when appropriate) have not been tendered.

ARTICLE 5. MANAGEMENT RIGHTS

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

- a. 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;
- b. Subtract, modify, or discontinue any or all portion(s) of Dartmouth's programs, services, and operations;
- c. Terminate or modify any past practices arising prior to the date of this Agreement, except as otherwise specified;
- d. Hire, suspend, transfer, discipline, lay off, or terminate employees;
- e. Direct and assign work, establish training requirements and conduct training, set individual schedules and hours of work, and supervise employees;
- f. Determine and modify the qualifications and job responsibilities of employees;
- g. Employ non-bargaining unit temporary workers and/or employees not covered by this agreement, including paid and unpaid educational interns and fellows;
- h. Establish new job classifications within the bargaining unit;
- i. Determine whether to subcontract or outsource any component of Library operations;
- j. Establish and modify standards of conduct and to discipline or discharge unit members for just cause;
- k. Establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
- l. Establish and modify work rules, regulations and policies; and
- m. 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 or act of God, notwithstanding any contrary language in the Agreement.

ARTICLE 6. NONDISCRIMINATION

1. There shall be no discrimination by Dartmouth or the Union against any employee covered by this Agreement because of sex, race (actual or perceived), color, religion, age, disability, status as a veteran, national or ethnic origin, actual or perceived shared ancestry or ethnic characteristics, or citizenship or residency in a country with a dominant religion or distinct religious identity, familial status, sexual orientation, gender identity, gender expression, marital status, or any other category protected by applicable federal or state law, membership or non-membership in the Union or participation or lack of participation in union activities.
2. The workplace should be free from harassment.
3. Retaliation against any individual who reports concerns regarding discrimination or harassment, or who cooperates with or participates in any investigation of allegations of discrimination, harassment, or retaliation is prohibited.
4. Allegations of discrimination, harassment, or retaliation in the workplace because of union membership, activities, or support shall be subject to the grievance procedure outlined in Article 8.

All other matters concerning this Article shall be processed in accordance with Dartmouth's applicable policies and procedures for complaints of discrimination, harassment, and retaliation. Once Dartmouth's internal review process has concluded, and if the Employee is dissatisfied with the final outcome of Dartmouth's review of the claim, then the claim may be subject to the grievance procedure outlined in Article 8.

ARTICLE 7. LABOR/MANAGEMENT CONFERENCES

1. A Labor/Management Conference is a meeting between the Union and such other representatives of Dartmouth ("Labor/Management Committee") to consider matters of general interest and concern other than grievances.
2. The Labor/Management Committee shall consist of three (3) representatives designated by the Union and three (3) representatives designated by Dartmouth. If the meeting occurs during the regular working hours of the Union representatives on the Committee, they will not lose pay for time spent at the meeting. Additional representatives of the Union or Dartmouth may attend such meetings as appropriate and by mutual agreement of the parties.

3. Such a meeting will meet quarterly and may schedule additional meetings by mutual agreement. Designated representatives of the Union and Dartmouth may suggest agenda items up to one (1) week prior to each meeting.
4. Agreements reached at Labor/Management Conferences may be reproduced in writing.

ARTICLE 8. GRIEVANCE PROCEDURE

1. A grievance is a dispute between the parties hereto concerning the application, meaning or interpretation of a specific provision of this Agreement. The representatives of both Dartmouth and the Union shall be responsible for making prompt and earnest efforts to respond to grievances arising out of the interpretation or application of the terms of this Agreement. This right for the presentation of grievances shall not include or be interpreted to include decisions as to wages, hours, and conditions of employment that affect the Union group as a whole or which are contrary to any of the provisions of this Agreement.

2. The procedure with regard to grievances shall be as follows:

Step One: The matter will be discussed orally between the aggrieved employee, and the aggrieved employee's immediate supervisor or with the supervisor responsible for the grievance. A grievance must be brought to the supervisor's attention by the employee within fifteen (15) normal business days of the occurrence giving rise to the grievance or the grievance shall be deemed waived for all purposes. The supervisor will, within five (5) normal business days, give an oral answer to the employee.

Step Two: If the grievance is not satisfactorily adjusted in the First Step, then the grievance shall be reduced to writing by the Union on a form approved by both parties stating the nature of the grievance, the Article(s) allegedly violated, and the remedy sought. In order to be considered timely under this Second Step, a grievance must be reduced to writing and presented to the supervisor within fifteen (15) normal business days of the occurrence giving rise to the grievance or the grievance shall be deemed waived for all purposes. The aggrieved employee, and a member of the Executive Board of the Union or Union Steward may discuss the matter with the employee's immediate supervisor, or with the supervisor responsible for the grievance. The supervisor will, within five (5) normal business days of the discussion, give a written answer to the Union and the employee.

Step Three: If the grievance is not satisfactorily resolved in the Second Step, then within ten (10) normal business days after the supervisor's written response has been given to the Union, but not thereafter, the aggrieved employee and a member of the Executive Board of the Union or Union Steward may present a written request to discuss the matter with the appropriate Associate Dean of the Libraries. The Associate Dean will meet with the employee and member of the Executive Board of the Union or Union steward within five (5) normal business days of the

Third Step meeting and give a written answer to the Union and employee within five (5) normal business days of the meeting.

Step Four: If the grievance is not satisfactorily resolved in the Third Step, then within five (5) normal business days after the Associate Dean's written decision has been given to the Union representative, but not thereafter, the aggrieved employee, and a member of the Executive Board of the Union or Union Steward may discuss the matter with the Dean of the Libraries. The Dean of the Libraries will, within seven (7) normal business days of the meeting, give a written answer to the Union and employee.

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

A member of the Union shall present to the Labor Relations Specialist or their designee a written request for a conference for the purpose of discussing and, if possible, settling the alleged grievance and which written request shall state the nature of the grievance, the Article(s) allegedly violated, and the remedy sought. The conference shall be arranged by the Labor Relations Specialist or their designee with the President of the Union or their duly authorized agent, and the Dean of Libraries and shall be held within five (5) normal business days following receipt of the written request for a conference. The decision of Dartmouth shall be made in writing within ten (10) normal business days after the conference is held and a copy delivered to the Union. It is understood that a staff representative from AFSCME may be present at this conference if the requirements for outside consultants below are met.

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

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

4. The parties agree to provide the other side with at least seventy-two (72) hours notice in the event they intend to have an outside consultant present in any meetings in the Steps of the grievance procedure. An outside consultant would be anyone not employed by Dartmouth or not a member of the bargaining unit. Failure to provide such notice will preclude having outside consultants, including any staff representative from AFSCME, in attendance.

ARBITRATION

1. If the procedure set forth in the preceding Article of this Agreement shall have been followed in respect to any grievance and the grievance shall not thereby have been satisfactorily settled, the Union, may, within twenty (20) calendar days after the receipt of the written decision of Dartmouth's representative at Step 5 of said procedure, but not thereafter (unless and except as said twenty (20) day period is extended by mutual written agreement of the parties), refer such grievance to arbitration under the provision of this Article if and to the extent, and only if and to the extent, that the same relates to the interpretation of, or is with respect to compliance with, an express provision of this Agreement.

2. To refer a grievance to arbitration, the Union's written request to arbitrate must be given to Dartmouth's Associate Vice President, Office of Labor Relations or their designee within the time limits shown in the above paragraph. Designees of Dartmouth and the Union will then attempt to agree upon an arbitrator within twenty (20) calendar days of the Union's written request being given to the Associate Vice President, Office of Labor Relations. If the parties cannot agree upon an arbitrator, then the Union shall request the American Arbitration Association to submit a panel of arbitrators from which the arbitrator shall be chosen in accordance with the rules and procedures of the American Arbitration Association ("AAA").

3. The Union must file with AAA no later than twenty (20) calendar days following the Union's request to arbitrate being given to the Associate Vice President, Office of Labor Relations.

4. The arbitration hearing will be conducted in accordance with the Labor Arbitration Rules of the AAA, unless otherwise agreed. The arbitrator is requested to submit their decision within thirty (30) calendar days after the close of the hearing. The award of the arbitrator shall be final and binding on Dartmouth, the Union, and the employee or employees involved.

5. The arbitrator is limited to determining matters concerning the application, meaning or interpretation of this Agreement and in no event may add to, delete or alter any aspect of this Agreement. Dartmouth and the Union shall divide equally and pay the fee and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

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

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

7. In no case will any employee be paid for time spent in preparation for or attendance at arbitration proceeding, unless Dartmouth is calling the employee as a witness in its case in chief.

ARTICLE 9. PROBATIONARY PERIOD

1. All newly hired employees shall be considered as probationary employees until the employee has completed the first continuous one hundred and twenty (120) calendar days of their employment. Probationary employees may be terminated for any reason, and the termination shall not be subject to the Grievance and Arbitration article of this Agreement or any other recourse by the Union. Probationary employees will no longer be considered probationary after completing the period specified herein.

2. All employees shall be eligible for benefits according to the eligibility criteria for each benefit, regardless of probationary status. All benefit accrual and vesting periods that normally begin as of an employee's date of hire shall also begin upon a probationary employee's initial date of hire.

3. Employees shall be able to use personal time during their probationary period.

4. The probationary period may be extended, for a period of up to thirty (30) days, upon mutual agreement, such as in the event of illness or other leave.

ARTICLE 10. SENIORITY AND LAYOFF

1. Upon completion of their probationary period as detailed in Article 9, an employee's seniority will be dated as of the date of commencement of their employment. Employees have no seniority rights during their probationary period. Temporary employees shall have no rights to seniority during their time as temporary employees. In the event that two (2) employees have the same seniority date, their respective seniority shall be determined by a coin toss.

2. Seniority for full-time and part-time employees for the purpose of this Article shall be based upon an employee's continuous length of service for Dartmouth Libraries positions now covered by this Agreement.

3. Human Resources shall maintain a seniority list of employees, copies of which shall be furnished to the Union no more frequently than twice annually upon request by the Union.

4. An employee's seniority shall be lost for any of the following reasons:

- a. Resignation or retirement.
- b. Discharge for cause.

- c. Failure to report for work for a period of five (5) consecutive scheduled working days without notification to Dartmouth.
- d. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is reasonably excused by Dartmouth.
- e. Failure of laid-off employee to report for work on date specified in a written notice of recall mailed seven (7) or more calendar days prior to such date. Written notice of recall to work shall be sent by Dartmouth by certified mail, return receipt requested, to the employee's last known address as shown on Dartmouth's personnel records, and to the employee's personal email address on file, if available.

5. Should a layoff occur, the least senior members of the bargaining unit within the affected department and by affected job position shall be laid off first. Employees will be given thirty (30) days' notice of layoff or pay in lieu of notice. Dartmouth will determine whether the employees subject to layoff will continue to work through the notice period or if they will be paid in lieu of notice, or a combination of either notice or pay in lieu of notice. Seniority shall not continue to accrue during any period of layoff. Employees who are laid off but later recalled and return to the bargaining unit within one (1) year of the date of layoff shall have their seniority restored to the accrual as of the date of the layoff.

6. Employees laid off from Dartmouth pursuant to Section 5 shall be recalled to work from layoff in order of their seniority; employees with the greatest seniority shall be called back first.

7. Dartmouth reserves the right to temporarily furlough employees due to financial considerations, and reserves the right to decide which employees and departments will be impacted and the period of time. Employees on furlough will continue to accrue seniority during the period. Employees will be given thirty (30) days' notice of furlough.

ARTICLE 11. VACATION ELIGIBILITY AND ALLOWANCE

1. Employees whose length of continuous service in a Dartmouth Library position covered by this Agreement is at least three (3) months on July 1st of the year in which vacation is paid will be eligible for paid vacation.

2. Vacation time will be credited at the beginning of each fiscal year, beginning with the pay period that includes July 1st.

3. Any unused vacation must be taken prior to the pay period including July 1st of the Agreement year.

4. Upon separation, an employee shall be entitled to payment for their accrued and unused vacation allowance.

5. All employees shall receive twenty-two (22) days of vacation time, credited at the rate of 1.83 days per month from the date of hire at the beginning of each fiscal year per the terms of this Article.

6. Vacations shall be scheduled at the convenience of each department according to departmental work requirements, subject to the approval of the Department Head. Requests for vacation time shall not be unreasonably denied. In the event of any conflict, the employee with the greater seniority shall be given preference. The rate of vacation pay shall be the employee's regular straight-time rate of pay.

7. Employees shall be able to request the use of short-term disability in accordance with Dartmouth's short term disability policy and plan.

ARTICLE 12. DISCIPLINE AND DISCHARGE

1. No employee shall be disciplined or discharged without just cause unless otherwise stated herein.

2. Dartmouth reserves the right to take progressive, corrective action, including but not limited to verbal warning, written warning, suspension, and termination for just cause. A represented employee may grieve such disciplinary action, suspension, or discharge, through the provisions of Article 8.

3. Depending upon the nature of the conduct or performance involved, Dartmouth reserves the right to combine or skip any level of discipline mentioned herein.

4. At the discretion of Dartmouth, an employee may be placed on paid administrative leave to permit Dartmouth to investigate alleged misconduct that may result in discipline. Being placed on administrative leave is not itself a disciplinary action, and is not subject to the grievance provisions of Article 8.

ARTICLE 13. HOLIDAYS/VOLUNTEER TIME

1. The Union agrees to the paid holidays and winter break currently established by Dartmouth; these include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before or after Christmas Day, Christmas Day, and winter break days typically scheduled at the end of December. Dartmouth also acknowledges a floating holiday granted to each employee for celebrations of personal significance not established as one of Dartmouth's official holidays. Floating holidays will not be carried over to the next calendar year nor cashed out upon termination. When a holiday falls on a Saturday or Sunday, the holiday will be observed the day designated by Dartmouth.

2. Should Dartmouth add additional paid holidays during the term of this Agreement, members of the Union shall be entitled to these.
3. Should an employee be required to work on a Dartmouth observed holiday, said employee will, in addition to their regular pay for the day, earn compensation at two (2) times the employee's normal rate for all hours worked.
4. An employee whose regularly scheduled day off falls on a Dartmouth holiday may request a particular day off in that pay period as an Alternate Day off.
5. Dartmouth's Volunteer Time Off policy will apply to members of the bargaining unit. The decision to approve requests rests in the discretion of Dartmouth based on business and operational needs. Approval for Volunteer Time Off will not unreasonably be denied.

ARTICLE 14. REST PERIODS AND BREAKS

1. All non-exempt employees who work more than five (5) consecutive hours are expected to take a full thirty (30) minute meal break. Non-exempt employees who wish to have a shorter meal break or work through their meal break, must obtain advance authorization to do so from their supervisor. Employees will be paid for all hours worked.
2. Employees are entitled to two paid fifteen (15) minute breaks during a seven and one-half (7.5) hour shift or one in a four (4) hour shift. Rest period time is not cumulative.

ARTICLE 15. PERSONAL TIME

1. Non-exempt, hourly employees shall be granted up to eleven (11) days of paid personal time in the pay period beginning July 1st of each year. Personal time should be used by the last day of the last pay period of the fiscal year.

If a non-exempt, hourly employee has worked less than twelve (12) months, they will be credited personal time based on the following allowances.

Allowances below are within the first year of employment from date of hire:

July 1 - September 30	10 Days
October 1 - December 31	8 Days
January 1 - March 31	5 Days
April 1 - June 30	2 Days

2. This time off is approved at the supervisor's discretion. Although there is not a definitive amount of personal time allocated to salaried employees and hours are not tracked because of

their exempt status, managers may address excessive time off through the corrective action process or by granting the employee time off without pay. After ten (10) consecutive days of personal illness, the exempt employee may apply for short-term disability.

3. Requests to use personal time shall not be unreasonably denied. Personal time may be taken in whole day or hourly increments. Unused personal time is not payable at termination and may not be used as the final day of employment.

4. At the end of each fiscal year, non-exempt employees can carry over up to five (5) days of personal time into the next fiscal year, resulting in a maximum allowance of sixteen (16) days in that year.

5. Employees are expected to request Personal Time from their supervisor no less than forty-eight (48) hours in advance of the date requested but will give more notice whenever possible such that work schedules may be adjusted and other employees not inconvenienced. Employees are expected to notify their supervisor by using Dartmouth communications systems at the beginning of the workday on which personal time is used due to illness or emergency, and to keep the supervisor adequately informed should the absence extend beyond one day. Employees who fail to notify their supervisor may be denied use of personal time. If an employee is absent for more than three (3) consecutive workdays without notifying their supervisor, the employee is considered to have voluntarily quit without giving notice.

ARTICLE 16. BEREAVEMENT LEAVE

1. An employee who is absent from work due to death in the immediate family, defined as an employee's child, spouse or domestic partner, parent or guardian, sibling, grandparent or grandchild, including step- and in-law- relations may take up to five (5) days paid leave for such absence to attend the funeral or for mourning. These days may be used consecutively or non-consecutively. If an employee requests to use available vacation or personal time to extend the bereavement leave, it will not be unreasonably denied, subject to the terms of those Articles.

2. Two (2) days of paid leave may be granted under this Article for the death of a family member outside of the immediate family, friend, or co-worker, or to serve as a pallbearer.

3. Reasonable verification of death and relationship shall be provided by the employee to Dartmouth upon request, to the greatest extent possible.

ARTICLE 17. PARENTAL AND FAMILY LEAVE

1. Employees shall be entitled to twelve (12) weeks of paid and unpaid parental leave consistent with the Family and Medical Leave Act ("FMLA") following the birth, adoption, or foster care placement of a child. Weeks one (1) through six (6) are paid at one hundred percent

(100%) of the employee's base pay. Weeks seven (7) and eight (8) are paid at sixty percent (60%) of the employee's base pay. Weeks nine (9) through twelve (12) are unpaid.

2. Employees must be regular benefits-eligible employees in active status who have given birth to a child, be a spouse or partner of a person who has given birth to a child or have adopted a child or received a foster placement. The child must be under the age of eighteen (18) unless the child is disabled. The adoption of a spouse or partner's child is excluded from this Section. This leave must be completed within a twelve (12) month period, commencing from the birth or placement of the child. If multiple births, adoptions, or placements happen on the same occasion, the total amount of paid parental leave does not increase. Parental leave may be used by either or both employee parents. If both parents are Dartmouth employees, they may use their leaves concurrently, department permitting and subject to providing advance notice. Unused parental leave is not payable at termination and may not be used as the final day of employment. Parental leave cannot be taken during the period of termination notice without the express approval of the employee's supervisor in consultation with Human Resources.

3. All other employment benefits shall continue while an employee is on leave due to pregnancy/childbirth in accordance with the FMLA and Dartmouth's relevant Plan documents. An employee shall not lose their seniority due to pregnancy/childbirth.

4. The employee will be reinstated to their original position upon their return. If necessary, the department may fill the position on an interim basis with the clear understanding that this is a temporary arrangement.

5. Paid parental leave taken under this Article will run concurrently with leave under the FMLA for qualified circumstances of birth, adoption, or placement of a child. Paid parental leave will run concurrently with any state-specific statutory parental leave or paid family and medical leave law, as applicable. Nothing in this Article is meant to affect entitlement to paid or unpaid parental leave as may be mandated under state-specific law. Eligible employees who work in states other than NH will be reviewed on a case-by-case basis to determine the appropriate coordination of benefits. Paid parental leave benefits coordinated with any state-mandated benefits will not exceed an eligible employee's one hundred percent (100%) base pay.

ARTICLE 18. MILITARY SERVICE

1. All employees engaged in military service shall be subject to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 as updated in 2017. Dartmouth's existing policy on military leave shall continue to apply to employees through the term of this Agreement.

2. Employees shall not have their time of military service counted against their vacation or personal time, nor shall employees lose their seniority due to military service. In the event it

becomes necessary to lay off another employee in order to reinstate such an employee returning from military service under this Article, such layoff shall follow the seniority principles and shall not constitute a grievance under this Agreement.

3. Upon reemployment, the returning veteran employee's rate of pay shall be adjusted to reflect any normal increments or general adjustments the employee would have received during their period of service.

ARTICLE 19. UNPAID LEAVE OF ABSENCE

1. After completing their probationary period at Dartmouth, an employee may submit a written request for leave of absence in excess of thirty days (30) without pay. Prior to taking unpaid leave, an employee must first use accrued vacation and personal time. Leaves of absence must be requested in writing using the applicable Dartmouth forms in advance of the leave and require written approval of the immediate supervisor or department head and the Labor Relations Specialist. Approval of such requests will not be unreasonably denied. The combined total of all types of leaves of absence may not exceed a maximum of twelve (12) months. Paid time off does not accrue during unpaid leave.

2. Employees on a Dartmouth-authorized unpaid leave of absence shall retain and accumulate seniority during such unpaid leaves of absence. Upon expiration of an employee's unpaid leave of absence, the employee shall be returned to their former position if the vacancy still exists. If the former position has been filled or abolished, the employee may be reinstated to a comparable position.

3. An employee who takes an unpaid leave of absence may elect to maintain coverage under the group health plan (i.e. medical, dental insurances) for the duration of the leave at the same level of coverage, in accordance with the plan rules, and with the full cost paid by the employee. In order to continue the benefits which are selected, the employee must pay the premium. The continuation of benefits will be governed under provisions of that policy.

4. Failure to return to work upon the scheduled expiration of an approved leave of absence, or failure to obtain an extension of said leave of absence shall be considered a voluntary termination of employment. Any employee rehired by Dartmouth after a leave of absence has expired will be treated as a new employee. All prior seniority, rights and benefits will be lost.

5. Accepting employment with another employer while on a leave of absence shall be considered a voluntary termination of employment. Any employee rehired by Dartmouth after a leave of absence has expired will be treated as a new employee. All prior seniority, rights and benefits will be lost.

ARTICLE 20. JURY DUTY/COURT APPEARANCES

1. Dartmouth shall grant time off with full straight time pay to those employees who are required to serve on jury duty during such periods as the employee is actually serving. Employees called to jury duty must inform their supervisors as soon as they receive the notification.
2. Employees are expected to return to work on the day they are released by the court from jury duty or court appearances, with due consideration to time and travel factors.
3. Should an employee be subpoenaed to give testimony in court or for a legal deposition on behalf of Dartmouth, said employee shall be granted paid time off with normal pay for the time they shall be required to appear in response to the subpoena. Employees subject to appearance by subpoena are expected to comply with all Sections of this Article.

ARTICLE 21. ACTING CAPACITY

1. Dartmouth Libraries Administration shall be allowed to appoint an employee to temporarily work in a higher title in an acting capacity as an interim replacement for an open position in the Library. This shall be allowed regardless of whether the interim position is in or outside of the Bargaining unit.
2. No duties assigned to a vacant position due to fulfilling a role in acting capacity shall be assigned to a Bargaining Unit Member without additional compensation.
3. If a unit member is acting in the role of a higher capacity for a period of five (5) calendar days or more, the employee will be paid, retroactively to the first day of their temporary assignment, at the minimum rate of pay for the position for which they are serving in an acting capacity or no less than twelve and one-half percent (12.5%) greater than their regular rate of pay, whichever is higher. If such an assignment is not put in writing to the employee, the employee will not be held accountable for performing the higher-level work.
4. The employee will be returned to their former position at the original salary level plus any annual pay wage increase they would have received under the Agreement in their former position during the period they were serving in acting capacity.

ARTICLE 22. OVERTIME

1. Overtime hours requested and authorized by the employee's supervisor beyond their forty (40) hours in the standard workweek shall be paid at the rate of one and one half (1 ½) the employee's regular hourly rate. Multiple Positions: If an employee has more than one position, the hours worked in all positions will be used to determine when an employee is eligible for

overtime in a workweek. If the rates of pay for the positions held are different, the hourly rate to be used to calculate overtime will be based on all rates of pay.

2. The standard workweek to be used in computing overtime hours and pay requirements will extend from 12:01 a.m. Sunday through Midnight Saturday.
3. Scheduled overtime work, not of an emergency nature, will be offered at least forty- eight (48) hours in advance. When such notice has not been given, scheduled overtime will be on a voluntary basis.
4. Except for emergency situations, before mandatory overtime is assigned, other services such as voluntary overtime or call-back will be explored.
5. In a situation where an employee is directed to remain at work beyond their normal shift in a mandatory overtime occurrence, the employee may request to leave at the end of their normal shift. Such a request may not be unreasonably denied.
6. Paid time off for vacation, paid personal leave, holidays, and bereavement is counted as hours worked in determining the number of hours an employee has worked in a given week.
7. Holiday Premium: An eligible non-exempt employee who is authorized to work on an observed holiday will, in addition to the regular pay for the day, earn compensation at time and one half the employee's normal rate for all hours worked.
8. Meal Allowance: Non-exempt employees will be reimbursed for up to seventeen dollars (\$17.00) towards the cost of a meal, if they are required by Dartmouth to work two (2) or more hours in addition to and beyond their scheduled shift during a workday.
9. In no event shall anything contained in this Agreement require the duplication or combining of overtime or premium rates of pay and when the particular work falls within two or more overtime or other premium classifications, either under this Agreement or as a matter of law, only the highest applicable single overtime or other premium rate shall be paid.

ARTICLE 23. CALL BACK PAY

Any employee who is called back to work after they have completed their regular shift and has left their place of work shall be guaranteed a minimum of four (4) hours of work or compensation in lieu thereof.

ARTICLE 24. CHANGE IN WORK SHIFTS

1. Prior to effecting a change of one (1) hour or more in the regular starting time of work shifts, Dartmouth will give at least ten (10) calendar days' notice to affected employees. The requirements of this Article do not pertain to overtime.
2. Prior to effecting a temporary change of work location requiring transportation outside the employee's regularly scheduled locations, the affected employee will receive notice of such change no later than the previous workday. If such notice is not timely given, the Department will provide the employee with a means of transportation to and from that location, if necessary.

ARTICLE 25. SHIFT PREFERENCE

When a vacancy occurs or a new job is created within a given job classification in a department having more than one (1) shift, any employee in the same classification may notify their supervisor within three (3) workdays of the posting of their interest to change their shift to that shift in which the opening occurs. Provided in the judgment of supervision that the efficiency of the particular operation will not be impaired by such a change, Dartmouth will give primary consideration to applicants with the greatest length of continuous service in a Dartmouth Library position now covered by this Agreement when qualifications such as skills, ability, training, previous relevant experience, and job requirements as included in the job description are equal among those who applied for such transfer.

ARTICLE 26. VACANT POSITION POSTING PROCEDURE

Vacant bargaining unit positions shall be posted noting internal availability only for a period of seven (7) days before being opened to the public.

Employees covered by this procedure who feel qualified for any posted position may apply for it. Applications for all positions shall be through Dartmouth's Online Employment Application Process.

Copies of all bargaining unit job postings and pay ranges will be available to the Union President.

General

Those Eligible to Use the Posting Procedure

All Bargaining unit members should be eligible for internal hiring consideration once they have passed their probationary period, provided that the employee is not subject to a Performance Improvement Plan.

Interview Time

If any interview takes place, the employee shall request permission from his/her immediate supervisor to be absent for the time required. Permission will not be unreasonably denied.

If the interview falls in the regularly scheduled work time, interviews within the libraries shall be considered "time worked" for the sake of benefits and compensation of bargaining unit members but not for the purposes of calculating overtime.

Selection of Candidates

All internal candidates who meet the required qualifications as outlined in the job posting shall be granted a first-round interview as part of the review process. Any failure to grant such an interview shall be subject to the grievance process as outlined in Article 8.

Position Term Limits

If a position is of limited term, a notation should be made on the posting of this fact; in this manner, employees will be aware that this is a limited-duration appointment rather than an indefinite one.

ARTICLE 27. PERFORMANCE REVIEWS

1. Supervisors will review the performance of employees for their work in each year. All employees will be evaluated in writing on an annual basis as to their performance, using the performance management evaluation criteria set by the Dartmouth Office of Human Resources. These evaluations will be completed each year, on a calendar set by the Dartmouth Office of Human Resources. If an employee's supervisor fails to perform a performance review during the Dartmouth performance review period, for reasons other than the employee being on leave, Dartmouth will direct the supervisor's supervisor to complete the performance review.

2. The employee will sign any such evaluation indicating receipt of the document and not necessarily agreement with its contents. If the evaluation is modified by the supervisor, the employee will be given the revised evaluation and will sign such evaluation, again indicating receipt of the document and not necessarily agreement with its contents.

The employee may also attach any written comments that they wish to make to the final evaluation. The final evaluation will be placed in the employee's personnel file. Should the employee refuse to sign the evaluation, the refusal will be noted by the supervisor and the evaluation will be placed in the employee's personnel file.

3. Before an employee receives an overall evaluation of unsatisfactory or fails to meet expectations, they must have been advised of their deficiencies in writing at least once during the review year.

4. An employee who receives an unsatisfactory review will have the right to have a Union steward present in any meeting where a performance improvement plan is issued. An unsatisfactory review shall not in itself be considered a disciplinary action.
5. Evaluations shall not be subject to the grievance procedure or otherwise be a source for a grievance unless there is a violation of procedure.

ARTICLE 28. POSITION CLASSIFICATION REVIEW

1. All positions within the bargaining unit are classified pursuant to Dartmouth's job classifications and are administered by Dartmouth's Office of Human Resources.
2. Classification review may be conducted periodically at Dartmouth's discretion to determine whether positions are properly classified. An employee seeking a classification review of their position must request a review from their supervisor/manager. Should the supervisor/manager, in consultation with their HR Business Partner, agree to the review, said review shall be undertaken by the Dartmouth Office of Human Resources.
3. The results of the classification review requested by the employee, including a detailed justification, shall be delivered in writing to the employee, their supervisor/manager, and the Union, and placed in the employee's personnel file.
4. Dartmouth's final decision that a position is properly classified is not subject to grievance. Dartmouth's decision to reclassify a position that results in a pay increase consistent with the pay range described by Appendix 1 is not subject to grievance.
5. Human Resources shall complete the classification review within a reasonable period of time.

ARTICLE 29. JOB DESCRIPTION AVAILABILITY

1. Dartmouth will provide the officers of the bargaining unit with updated job descriptions and their salary ranges via a computer file twice per year.
2. Upon the creation of a new bargaining unit position or substantive changes in the duties of an existing position, the Union will be notified in writing of the new position of substantive change to an existing position and the salary range assigned. If requested by the Union within fifteen (15) working days of said notification, Dartmouth's Director of Compensation and the Union shall meet to discuss the salary range assigned to the new bargaining unit positions. Any disagreement not resolved by a discussion between the Director of Compensation and the Union will be presented to the Chief Human Resources Officer and the Local Union President for resolution.

3. A list of all vacant bargaining unit positions will be sent to the Union President on a quarterly basis.

ARTICLE 30. PERSONNEL FILES

1. Only authorized personnel shall have access to employee personnel files. The term "personnel files" shall have the same meaning consistent with New Hampshire law and Dartmouth policy.
2. All employees shall have access to their central personnel files to review their employee records consistent with Dartmouth policy on employee records. The request for review of such records shall be made in writing in advance to Human Resources and such records shall be provided in a reasonable period of time.
3. In addition, upon a specific written request and explicit written permission by an employee, the Union, through a designated steward or Union officer, shall have the right to review that employee's file consistent with Dartmouth policy on employee records.

ARTICLE 31. BENEFITS

1. Employees shall be eligible for all health care, dental, vision, childcare, wellness, retirement, life insurance, short/long-term disability, and any other benefits currently offered by Dartmouth, at the same rates and terms as non-union employees. Should Dartmouth introduce any new benefits after the ratification of this Agreement, employees within the Union shall be eligible for those benefits consistent with the same terms as those of non-union employees.
2. Employees shall be allowed to add eligible dependents to their health, dental, and vision plans in accordance with the requirements of each plan.
3. Dartmouth shall contribute amounts equal to the percent of employees' wages consistent with non-union Dartmouth employees to their 401 (a) retirement plans.
4. Employees shall be fully vested in their 401 (a) retirement plan after three years of regular employment, consistent with the terms of the plan.
5. Any member of the Union who qualifies for retiree benefits as defined by Dartmouth, shall be eligible consistent with non-union positions for the same benefits Dartmouth provides to retirees in non-union positions.

ARTICLE 32. COMPENSATION

1. Compensation Tables

As of June 30, 2025, all bargaining unit members will be compensated according to the pay range associated with their position identified in this Article. New employees may be hired at any wage rate at Dartmouth's discretion within the ranges identified by the Article.

All pay ranges are based on straight-time hours worked annually, with non-exempt employees hourly rates excluding overtime, shift differentials, and/or other premiums on pay. The pay ranges referencing annual salaries are made for description purposes, and do not imply a fixed term of employment or right to compensation irrespective of time actually worked in the case of employees classified as exempt.

A shift premium of \$1.25 per hour shall be added to any non-exempt employee's regular wage rate when the majority of the employee's shift hours fall after 4:00PM during that shift.

2. Pay Increases

Effective July 1, 2025, all bargaining unit members shall receive a pay increase of 3.50%.
Effective July 1, 2026, all bargaining unit members shall receive a pay increase of 3.25%.
Effective July 1, 2027, all bargaining unit members shall receive a pay increase of 3.00%.

3. Additional Payment

All bargaining unit members who were hired by Dartmouth before January 1, 2025, and who remain on active payroll upon ratification of the Agreement shall receive a one-time bonus payment of \$1,500.00, subject to applicable deductions and withholding.

Longevity Payment

All bargaining unit members will receive a longevity payment upon achieving certain consecutive years of service based on their original date of hire into the Library. The Longevity Payment will be included in the first payroll period of the fiscal year following the anniversary of their original date of hire into the Library, provided that the employee is not on a performance improvement plan. Employees on performance improvement plans during the date of the Longevity Payment may have their longevity pay denied, delayed, or reduced until the employee is no longer on the performance improvement plan.

Consecutive Years of Service	Longevity Payment
5	\$350.00
10	\$500.00
15	\$700.00
20	\$900.00
25	\$1,050.00
30, and every five years thereafter	\$1,200.00

4. Payment

Nothing in this Article shall preclude Dartmouth from offering any bargaining unit member compensation that is higher than included in this Article. Non-exempt employees and exempt employees will be paid according to Dartmouth's existing pay practices.

5. Rates of Pay

Effective June 30, 2025		
Title	Min	Max
Non-Exempt Hourly Wage Rate		
Print & Mail Services Assistant 2	\$22.00	\$25.77
Library Services Assistant 2	\$22.00	\$27.06
Library Services Assistant 3	\$23.02	\$29.83
Administrative Assistant 2	\$22.00	\$31.32
Business Assistant 3	\$23.02	\$34.54
Studio Arts Specialist 1	\$25.39	\$38.08
Client Technology Technician 2	\$26.66	\$39.98
Visual Designer 2	\$26.66	\$39.98
AV Technician 4	\$30.86	\$46.28
Exempt Annual Salary		
Librarian 1	\$55,438.68	\$83,157.96
Library Services Analyst 1	\$55,438.68	\$83,157.96
Facilities Specialist 2	\$58,210.53	\$87,315.86
Client Technology Technician 3	\$64,186.30	\$96,258.03
Librarian 2	\$67,385.98	\$101,078.97
Web Developer 2	\$67,385.98	\$101,078.97
Systems Engineer 2	\$70,755.31	\$106,132.97
Librarian 3	\$74,293.12	\$111,439.61
Library Systems Analyst 3	\$74,293.12	\$111,439.61
Business Intel & Data Science Analyst 3	\$90,303.77	\$135,455.59
Systems Engineer 3	\$90,303.77	\$135,455.59
Systems Engineer 4	\$104,537.79	\$156,806.75

ARTICLE 33. PROFESSIONAL DEVELOPMENT

1. All members of the bargaining unit shall be eligible to apply for funds and/or time related to professional development subject to availability of budgets and consideration as part of the Libraries' annual professional development allocation process and organizational needs. Professional Development funds shall be used, in accordance to policy, for expenses including but not limited to attending academic and professional conferences (related to the general field of library science, the employee's subject, data, or technology specialty, or workplace management and relations), research work, membership in professional associations, or other endeavors related to success or advancement of their position.

2. Requests for professional development can be made on an ongoing basis. These requests need only be approved by the employee's supervisor, department head, and the Associate Dean or designee. Denial of a reasonable ongoing request shall be subject to the grievance process as outlined in Article 8.

3. Employees may be given permission to attend classes during the workday as part of professional development, subject to the terms of the Employee Educational Assistance Program, provided the attendance at such classes does not interfere with the normal operation of the work unit, where such arrangements are made to make up the lost time. Any such arrangement shall be subject to approval by Dartmouth. Any professional development that is not approved by Dartmouth shall not be considered time worked.

4. Members of the bargaining unit pursuing further education shall be eligible to apply for the "Magenau Library and Information School Staff Development Award"

5. Cross-training and shadowing across departments and/or Library committees shall be allowed as a form of professional development, provided that such activity does not interfere with normal Library operations. Any reasonable requests regarding cross-training and/or shadowing should not be denied.

6. Requests for time dedicated to professional development during working hours as granted in Section 1 above, may grant up to ten (10) days per year, which shall not accrue and unused time and funds shall not carry over to the next year. The purpose of the professional development must be job-related, consistent with the Library's strategic goals and aligned with current and future work in the job role. This time may be used for job training, workshops, webinars, library professional organizations, or research. Requests for additional time for these purposes will be reviewed and determined according to Dartmouth's organizational needs. At least once per year and upon request of the Employee, the Employee's supervisor will discuss the Employee's goals in the position and opportunities for growth or advancement, however, this does not include commitments to funding or time away.

ARTICLE 34. PROMOTIONS AND TRANSFERS

1. Definitions

Promotion shall mean the advancement of an Employee to a higher paying job classification. Transfer shall mean the transfer of an Employee to another position within the bargaining unit, but within the same or lower job classification as the Employee's existing position.

2. Conditions

Any promotion or transfer received by an Employee is made on the condition of receipt of satisfactory performance evaluation during the previous evaluation period, that the Employee continues to perform at a satisfactory level of performance following the previous performance evaluation, and that the Employee is not subject to a current written disciplinary warning or performance improvement plan. Denial of promotion or transfer will not be considered a disciplinary action or form the basis of just cause for purposes of termination, and will not be subject to grievance or arbitration.

3. Qualification for Promotion or Transfer

All promotional and transfer determinations by Dartmouth will consider the abilities, skills, experience, training and/or certifications, professional development, and recommendations or references by supervisors of the Employee applicant that are relevant to the job requirements and objectives of the promotion or transfer role. The final determination of an Employee's qualification for promotion or transfer is at the discretion of Dartmouth, and denial of a promotion or transfer will not be subject to the grievance and arbitration provisions of this Agreement on the basis of the requirements of this Article.

ARTICLE 35. GENERAL PROVISIONS

1. This Agreement supersedes any individual agreement between an individual employee and Dartmouth.

2. Employees may be given permission to attend classes during the workday as part of professional development, subject to the terms of the Employee Educational Assistance Program, provided the attendance at such classes does not interfere with the normal operation of the work unit, where such arrangements are made to make up the lost time. Any such arrangement shall be subject to approval by Dartmouth. Any professional development that is not approved by Dartmouth shall not be considered time worked.

3. Employees may participate in the Employee Educational Assistance Program, provided they meet the eligibility criteria for the particular program(s). Dartmouth will determine at its option whether the courses contribute to the employee's professional development for the purposes of time worked.

4. Dartmouth agrees to provide rain and cold weather gear for those employees designated to regularly pick up and deliver mail/make deliveries on campus.

5. As soon as practicable following the execution of this Agreement, Dartmouth College will post this Agreement on the Office of Labor Relations website. The union may also post this agreement on its publicly accessible website.

6. DCLWU will annually appoint one member of the Bargaining Unit to serve as its liaison on the Library Programs Departments, as a listening liaison.

ARTICLE 36. WORKDAY

1. A workday for employees who work a thirty-seven and a half (37.5) hour workweek will be eight (8) hours, including a 30-minute unpaid meal break and a workday for employees who work a forty (40) hour workweek will be eight and one-half (8.5) hours, including a 30-minute unpaid meal break, depending upon the department and/or position schedule.

2. To the extent possible, Dartmouth will use its best efforts to have the normal workweek of all full-time employees consist of five (5) consecutive days.

3. Employees may apply for a compressed work schedule subject to Dartmouth's review and approval.

ARTICLE 37. REMOTE WORK

1. Employees whose job duties can be performed effectively remotely or in a hybrid arrangement may apply for a hybrid/remote agreement pursuant to Dartmouth's Flexible Work policy and consistent with Dartmouth's authorization to employ bargaining unit members in states or localities other than Hanover and Lebanon, New Hampshire. "Hybrid" (a combination of in-person and remote) work shall also be permissible, with such a schedule to be determined based upon the needs of the department and the nature of the position's work. Such requests for remote work shall not be unreasonably denied, provided that the employee's duties and responsibilities are consistent with the request, the arrangement would not adversely impact departmental operations, efficiency, budget, hours of operation, or delivery of services, and would not place undue burdens on other employees or supervisors. Such arrangements will be evaluated based on the business needs of the department, the suitability of the position for hybrid/remote work, the suitability of the employee for hybrid/remote work, the ability to supervise the employee, and the impact on effectiveness of the department team.

2. An employee may be required to temporarily change their remote work schedule based on the operational needs of the Library. In such an event, the employee's supervisor will provide at least five (5) days' advance notice of the change, when possible.

3. An employee may request a remote work or hybrid schedule, or a change to their remote work schedule, at any time. In such an event, the request should be submitted to the employee's supervisor in writing at least ten (10) days in advance of the requested change.

1. Any denial of a remote work request must be given with reasoning in writing to the affected employee.

2. Any employee who is denied the process afforded by this Article may file according to the grievance procedure outlined in Article 8.

4. Dartmouth may end the agreement at any time, with reasonable notice to the employee.

5. All job descriptions within the bargaining unit shall have remote work aspects clearly defined - i.e. whether a job is fully in-person with no possibility of remote work, fully remote eligible, or hybrid eligible.

ARTICLE 38. NO STRIKE/NO LOCKOUT

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 services by unit members.
2. Any unit member engaging in any conduct prohibited by this Article may be subject to disciplinary action in accordance with Article 12, Discipline and Discharge.
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 all 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.
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.

ARTICLE 39. PRINTING OF AGREEMENT

Dartmouth shall be responsible for reproducing this Agreement and will furnish a sufficient number of copies to the Union for distribution to all employees in the unit. The printing cost shall be shared equally between Dartmouth and the Union.

ARTICLE 40. DARTMOUTH CLOSINGS

1. For a day or days when the Dartmouth campus is officially declared as "Closed" by Dartmouth, employees shall not be required to charge vacation days, administrative leave, or personal holidays to avoid loss of pay.

ARTICLE 41. INCLEMENT WEATHER

1. Employees who arrive late, leave early, or are absent due to inclement weather may make up this lost time later within the same workweek or use their personal or vacation time allowances. The employee's supervisor must be notified of any tardiness or absence as soon as possible. Employees are subject to the terms of Dartmouth's Weather Policy, consistent with those of non-bargaining unit employees.
2. An employee may request to leave work early due to imminent inclement weather. Permission shall not be unreasonably denied for this request.

3. Under inclement weather conditions, an employee may request to work remotely so long as departmental efficiency and service are not adversely affected, regular office hours to meet department needs are not curtailed, and undue burdens are not placed on other employees or supervisors, consistent with Dartmouth's Alternative Work Arrangements Policy. Permission shall not be unreasonably denied for this request.

4. Library Administration may provide suitable facilities for the care of employees whose roles cannot be performed remotely who are working on campus when curtailed operations are announced for the remainder of that shift and the state of New Hampshire has declared travel restrictions due to an inclement weather emergency.

5. If non-exempt employees are directed to report to work as "essential services" when Dartmouth curtails operations consistent with the Weather Policy, these employees will be paid one and one-half (1 ½) time their regular rate of pay for the hours worked while Dartmouth is closed. Dartmouth reserves the right to designate essential personnel based on the operational needs of Dartmouth.

ARTICLE 42. DIRECT DEPOSIT

1. All employees shall be eligible for Direct Deposit, provided employees follow the requirements set forth by the Payroll Office consistent with New Hampshire law.

2. For those employees who are unable to participate in Direct Deposit, Dartmouth shall provide employees with a hardcopy paycheck.

3. If other electronic payment methods are offered by Dartmouth in the future, the employee may alternatively elect to use such methods.

ARTICLE 43. HEALTH AND SAFETY

1. In keeping with safety and occupational health standards required by law, Dartmouth shall make provisions for the safety and health of employees in the workplace and will comply with any notice requirements that exist under the law.

2. All employees shall conform to all health and safety rules and policies of Dartmouth, and with OSHA regulations, presently in effect or that may be put into effect from time to time by Dartmouth, including participation in appropriate training. Changes to Dartmouth health and safety rules and policies applicable to employees shall be made available to employees consistent with the manner and method of distribution of health and safety rules and policy changes, as may be applicable to any employee of Dartmouth.

3. Dartmouth shall provide personal protective equipment as determined necessary for the working environment by Dartmouth.

4. Non-exempt employees required to be on campus during a Dartmouth or Libraries declared State of Emergency related to the preservation of the Libraries' collections after, for example, a fire or flood, will be entitled to Hazard Pay when the non-exempt employees are required by Dartmouth to act to preserve the Libraries' collections threatened by the State of Emergency, where Hazard Pay is rated at no less than one-and-a-half (1 ½) times the employee's straight time rate per hour. Hazard Pay stacks on any applicable shift differential or overtime rates. Dartmouth will determine when the State of Emergency begins and ends.

4. Employees are encouraged to report health and safety concerns to their immediate supervisors, Union officers, Human Resources, Environmental Health & Safety, or the Dartmouth compliance helpline. The parties recognize and agree that no employee should be required to work in unsafe or dangerous conditions.

ARTICLE 44. PARKING

1. Dartmouth will continue to provide access to parking passes for Library staff at the rates in effect for all employees.

2. 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. Dartmouth will ensure that Library staff 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 Library staff is not walkable to campus, as determined by Dartmouth in its reasonable discretion, then a shuttle will be provided.

ARTICLE 45. 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.

Upon request of either party, the parties shall agree to meet and renegotiate the provisions so affected.

ARTICLE 46. TERM

This Agreement shall be effective for a three-year period from June 30, 2025 to July 1, 2028 following ratification by the membership of DCLWU. After the expiration date, this Agreement will continue in effect unless either party gives written notice of their desire to modify or terminate this Agreement with at least sixty (60) days' prior to the expiration of the Agreement. If neither party gives sixty (60) days' notice, this Agreement may be renewed for a further one (1) year term for up to 1 year upon mutual agreement of both parties. Notices pursuant to this Article must be submitted by certified mail or electronic mail to the following addresses:

To DCLWU:

AFSCME Council 93
8 Beacon Street, 9th Floor
Boston, MA 02108

To Dartmouth:

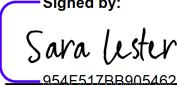
Dartmouth Office of Labor Relations
63 South Main Street, Suite 301
Hanover, New Hampshire 03755
Hinman Box 6002
OLR@dartmouth.edu

ARTICLE 47. 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, and that those matters not specifically referenced herein have been disposed of.

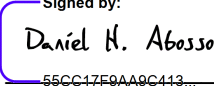
[SIGNATURE PAGE TO FOLLOW]

FOR DARTMOUTH:

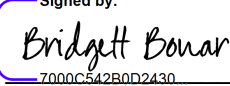
Signed by:

954E517BB905462...
Sara Lester, Chief Human Resources Officer

7/1/2025
Date

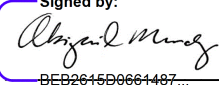
FOR UNION:

Signed by:

55CC17F9AA9C413...
Daniel Abosso

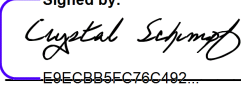
6/30/2025
Date

Signed by:

7000C542B0D2430...
Bridgett Bonar

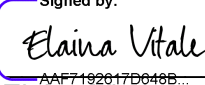
7/1/2025
Date

Signed by:

BEB2615D0661487...
Abigail Murdy

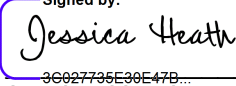
6/30/2025
Date

Signed by:

E9ECBB5FC76C492...
Crystal Schimpf

7/1/2025
Date

Signed by:

AAF7192617D048B...
Elaina Vitale

7/7/2025
Date

Signed by:

3C027735E30E47D...
Jessica Heath

7/15/2025
Date