

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**DARTMOUTH COLLEGE**  
**AND**  
**STUDENT WORKERS COLLECTIVE AT DARTMOUTH**  
**UNDERGRADUATE ADVISORS**  
**AUGUST 1, 2025 to MARCH 18, 2027**

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## **AGREEMENT**

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

### **ARTICLE 1. RECOGNITION**

In accordance with the NLRB certification in Case No, 01-RC-340140 dated May 29, 2024, Dartmouth recognizes the Student Workers Collective at Dartmouth as the exclusive collective bargaining representative of Undergraduate Advisors (“UGA”) student worker in the following appropriate unit: all full-time and regular part-time student employees of the Office of Residential Life, serving as Undergraduate Advisors (UGAs); but excluding all non-student employees, confidential employees, managers, and guards, professional employees and supervisors as defined by the Act.

### **ARTICLE 2. UNION MEMBERSHIP AND DUES DEDUCTION**

1. It shall be a condition of employment that all Undergraduate Advisors shall maintain union membership (or pay agency fees, as per 3. below). At the time of this Agreement’s effective date, student workers who are:

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

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

3. Amounts.

a. Each year, the Union shall establish and certify in writing to Dartmouth’s Office of Labor Relations the amounts of dues and agency fees applicable to the bargaining unit and the Union’s applicable bank account information for purposes of remitting dues via wire transfer. The most current payroll deduction authorization form for any deductions authorized under this Article shall also be provided by the Union to Dartmouth.

b. Dartmouth agrees to deduct monthly and remit to the Union dues or agency fees in the amount certified in writing by the union from earned wages of UGAs who are members of the Union, provided those workers authorize such deductions in writing to Dartmouth.

4. Student/Employee Distinction. In no circumstances shall any provision in this Article affect a UGA's student status. Any consequences of this Article shall only apply to their employment as an employee of the Office of Residential Life.

5. The Union shall hold Dartmouth harmless from any liability or damages incurred by Dartmouth or its agents in complying with this Article.

### **ARTICLE 3. PROVISION OF INFORMATION & FERPA**

1. The Union will provide all current and new bargaining unit members with a copy of a Family Education Rights and Privacy Act (FERPA) Release Form, either in paper format or a format where the Form can be completed and submitted to Dartmouth electronically. The form will contain the following:

a. A provision allowing the unit member, at their option, to waive their privacy rights under 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.

b. 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.

c. An option for the bargaining unit member to decline to waive their privacy rights under FERPA.

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

2. 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.

3. 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 the Office of Residential Life, 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.

4. 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.

5. Notwithstanding the foregoing Article 3, Dartmouth will, no later than the end of the second (2<sup>nd</sup>) week of each calendar quarter, provide to the Union an encrypted electronic file with the name, local address, cell phone numbers, Dartmouth email address, and position for each member of the bargaining unit as of the date of the report, with the exception of information pertaining to any bargaining unit member who has opted out of their FERPA directory information's disclosure and who has not executed a FERPA Release form.

#### **ARTICLE 4. UNION ORIENTATION**

The union will be given thirty (30) minutes of orientation time on one of the last four (4) days of mandatory fall training but before the start of classes for fall term. UGAs who conduct the union orientation will not lose pay for this time. For workers who are not scheduled for such meetings, the union and administration will work together to find an alternative orientation time.

#### **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 position(s) of Dartmouth's programs, services, and operations;

c. Hire, suspend, transfer, discipline, lay off, or terminate Office of Residential Life student workers or regular employees;

d. Direct and assign work, establish training requirements and conduct training, set individual schedules and hours of work, and supervise Office of Residential Life student workers or regular employees;

e. Determine and modify the qualifications and job responsibilities of Office of Residential Life student workers or regular employees;

f. Employ non-bargaining unit temporary workers and/or employees not covered by this agreement;

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

h. Establish new job classifications within the bargaining unit;

i. Establish and modify standards of conduct and to discipline or discharge unit members for just cause;

j. Establish and modify the processes and criteria by which unit members will be evaluated in their work performance;

k. Establish and modify work rules, regulations and policies; and

l. Take any and all actions Dartmouth may, in its discretion, deem necessary to carry out Dartmouth and Office of Residential Life'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.

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

## **ARTICLE 6. HOUR AND WORKLOAD SECURITY**

If the residential location where a UGA is assigned is closed due to operational needs, the Office of Residential Life will relocate the UGA's assignment.

## **ARTICLE 7. DISCIPLINE AND DISCHARGE**

1. UGAs shall not be disciplined or discharged without just cause. The principle of progressive discipline shall be followed in imposing any discipline. In accordance with the

NLRA, UGAs shall have the right to request union representation in any investigatory interview that they reasonably believe will lead to disciplinary action.

2. If a UGA is discharged, suspended, or otherwise disciplined and believes they have been dealt with unjustly, the question whether the action was for just cause shall constitute a grievance and shall be settled in accordance with the grievance and arbitration provision outlined elsewhere in this Agreement. Any warnings, counseling or documentation of disciplinary action will not be used for disciplinary purposes after one (1) year from the date they are issued.

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

## **ARTICLE 8. HEALTH & SAFETY**

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

UGAs must comply with all applicable health and safety laws, rules, and requirements, including all Office of Residential Life health and safety policies and procedures. UGAs are responsible for immediately reporting situations involving unsafe working conditions to their supervisor.

## **ARTICLE 9. NO STRIKE/NO LOCKOUT**

1. The parties recognize the need for uninterrupted operations of Dartmouth.

2. During the term of this Agreement, or any extension thereof, Dartmouth will not lock out any UGA.

3. During the term of this Agreement, or any extension thereof, the Union agrees that it will not directly or indirectly authorize, call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work.

4. If a UGA violates the provisions of Section 3, the Union shall as soon as practicable, inform such UGA through reasonable means that such action is prohibited under this Agreement and that such UGA should cease such action and return to full, normal, and timely work. The Union shall also distribute to the UGA 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.

5. Any UGA engaging in any conduct prohibited by this Article is subject to disciplinary action, up to and including discharge.

## **ARTICLE 10. NON-DISCRIMINATION**

1. It is agreed by the parties that neither party shall discriminate against any UGA in regards to their terms and conditions of employment 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, marital status, sexual orientation, gender identity, gender expression, or any other category protected by applicable law.

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

3. Discrimination, harassment, and retaliation are prohibited in accordance with Dartmouth policy and applicable law. Dartmouth's Nondiscrimination and Anti-Harassment Policy and Resolution Procedures are applicable to all members of the Dartmouth community.

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

## **ARTICLE 11. UNION ACCESS TO FACILITIES**

1. Dartmouth will provide an office on campus for the Union, with a desk, chairs, and space for up to five (5) people to sit or up to ten (10) people to stand. There will be no charge to the Union for such office space, furniture, utilities, or other normal building support services.

2. Dartmouth shall provide bulletin boards in reasonably accessible places for Union notices relating to meetings, dues, social activities and general union matters. All postings must be in accordance with Dartmouth policies regarding access and approval for bulletin boards on Dartmouth property, as designated by specific areas. No notices which are derogatory to Dartmouth shall be posted.

3. 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.



4. The Union and its agents, including but not limited to stewards and elected local 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.

5. 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.

## **ARTICLE 12. LABOR MANAGEMENT COMMITTEE**

1. The Assistant Dean of Residential Life and Director of Residential Education who directly oversee units staffed with UGAs can request to meet at least once or twice an academic term to conduct a Labor Management meeting. No more than four (4) Union representatives and four (4) Office of Residential Life managers will meet in person to discuss areas of concern involving the respective parties.

2. Meetings will be scheduled for one (1) hour and employees will be paid to attend the Labor Management meetings.

### **Purpose:**

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

### **Model committee behavior:**

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

## **ARTICLE 13. WAGES AND COMPENSATION**

**Stipends:** Effective the first pay period of the Fall term of every academic year covered in the duration of this contract, the base rate of the stipends for UGAs will increase by three percent (3%). Pre-contract UGA stipends that will increase by three percent (3%) each academic year are:

- New UGAs: two thousand and 00.00 dollars (\$2,000.00) for the term.

- Returning UGAs: two thousand one hundred and 00/100 dollars (\$2,100.00) for the term.

The stipend is issued via paycheck through Dartmouth's Payroll Office.

**Meal Plan Credit:** UGAs will receive a credit to the UGA's student bill; this amount is equivalent to the cost of the Ivy Unlimited Plan.

#### **ARTICLE 14. UGA TRAINING**

1. The parties acknowledge Dartmouth's right to establish training requirements and conduct training for UGAs. The parties agree that UGA training will continue to include information about all sexual and reproductive health resources available at Dick's House. UGA training will also continue to include information about sexual and reproductive health resources available in the Upper Valley.

2. UGAs who complete the required two weeks of training held before the start of the fall term will receive additional compensation in the amount of four hundred and 0/100 dollars (\$400.00).

#### **ARTICLE 15. OPTIONAL TRAINING UNRELATED TO EMPLOYMENT EXPECTATIONS**

If Dartmouth decides to provide optional training to UGAs, UGAs may attend at no personal cost. Unless Dartmouth decides otherwise, UGAs shall not be required or expected to use this training as part of their job expectations. For purposes of this Article, optional training topics include the following:

- First Aid
- Sexual Harassment & Bystander Intervention Techniques

#### **ARTICLE 16. GRIEVANCE PROCEDURE**

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

The procedure with regard to grievances shall be as follows:

**First Step:** The matter will be discussed orally between the aggrieved UGA (s), with their union steward, and the aggrieved UGA's immediate Assistant Director of Residential Education or with

the supervisor responsible for the grievance. A grievance must be brought to the supervisor's attention by the employee within ten (10) normal business days of the date the employee received notice of the occurrence giving rise to the grievance or the grievance shall be deemed waived for all purposes. The supervisor will, within five (5) normal business days, give their oral answer to the employee.

**Second Step:** If the grievance is not satisfactorily adjusted in the First Step, then the grievance shall be reduced to writing on a form approved by both parties and provided to Dartmouth stating the nature of the grievance, the Article(s) allegedly violated, and the remedy sought. In order to be considered timely under this Second Step, a grievance must be reduced to writing and presented to the supervisor within fifteen (15) normal business days of the occurrence giving rise to the grievance, or the grievance shall be deemed waived for all purposes. The aggrieved employee, and their Union Steward may discuss the matter with the appropriate Assistant Dean of Residential Life and Director of Residential Education. The Assistant Dean of Residential Life and Director of Residential Education will within five (5) business days of the Second Step meeting, give their written answer to the Union.

**Third Step:** If the grievance is not satisfactorily adjusted in the second step, then within ten (10) normal business days after the Assistant Dean of Residential Life and Director of Residential Education's written decision has been given to the grievant, the grievant may present a written request to discuss the matter with a Grievance Committee comprised of the Associate Dean for Residential Life and the Labor Relations Specialist or their delegates. The committee will, within fifteen (15) days after the meeting, give its written response to the grievant.

**Arbitration:** If the procedure set forth in the sections of this Article of this Agreement shall have been followed in respect to any grievance and the grievance shall not thereby have been satisfactorily settled, the Union, may, within thirty (30) calendar days after the receipt of the written decision of Dartmouth's representative at Step 3 of said procedure, but not thereafter (unless and except as said thirty day period is extended by mutual written agreement of the parties), refer such grievance to arbitration under the provision of this Article if and to the extent, and only if and to the extent, that the same relates to the interpretation of, or is with respect to compliance with, an express provision of this Agreement.

To refer a grievance to arbitration, the Union's written request to arbitrate must be given to Dartmouth's Senior Labor Relations Specialist or their designee within the time limits shown in the above paragraph. The Union shall simultaneously request the American Arbitration Association to submit a panel of arbitrators from which the arbitrator shall be chosen in accordance with the rules and procedures of the American Arbitration Association. The arbitrators requested to submit their decision within thirty (30) calendar days after the close of the hearing. The award of the arbitrator shall be final and binding on Dartmouth, the Union, and the UGA (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 fee and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

## 2. Limitations of Grievance Procedure.

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

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

## **ARTICLE 17. NAMES AND PRONOUNS**

The parties acknowledge that Dartmouth's current Chosen Name and Identity Policy applies to all bargaining unit members, as it does to all other Dartmouth employees.

## **ARTICLE 18. INTERNATIONAL AND NON-CITIZEN STUDENT WORKERS**

1. Dartmouth recognizes international and non-citizen student workers are integral and highly valued members of the Dartmouth community and the Union bargaining unit. The parties agree that general matters relating to international and non-citizen student workers' immigration status in the workplace, but not matters specific to an individual student worker, may be discussed in Labor Management Committee meetings.

a. Dartmouth shall not release or report information regarding the immigration status of current or former International student workers to any government agency, or representatives thereof, unless and until legally obligated to do so.

b. It is Dartmouth's policy to cooperate with outside agencies as required by law, while protecting the rights and privacy of Dartmouth's students, scholars, faculty and staff as required by law. To this end, the Office of Visa and Immigration Services (OVIS), in collaboration with Dartmouth's Department of Safety & Security (DoSS) and the Office of the General Counsel, has established a protocol to assist Dartmouth offices and members of the

Dartmouth community in the event of a visit from a federal agent. This protocol applies to bargaining unit members who are international and non-citizen student employees as it does to all other students, scholars, faculty and staff at Dartmouth. Under the protocol, anyone who receives an inquiry by phone or in-person from an immigration enforcement agency should notify DoSS and OVIS. If a UGA is made aware of an inquiry by phone or in-person from an immigration enforcement agency, they must contact a professional staff member on duty or on call who will then follow Dartmouth's protocol. However, in the event they are unable to contact a professional staff member, they should notify DoSS and OVIS.

c. International students who are bargaining unit members in emergency situations involving their immigration status outside of normal business hours may contact DoSS for assistance. DoSS will contact OVIS or the appropriate representative on call to provide the student worker with prompt assistance to the extent OVIS or the appropriate representative is able to, but OVIS or the appropriate representative may have to refer the student worker to a different service provider or office depending upon the nature of the emergency.

2. Dartmouth's OVIS provides support and helps advise student workers generally on immigration issues as they relate to 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 sources for the same.

3. Student workers shall be permitted reasonable time off to attend immigration appointments or legal proceedings in the United States for themselves in the event such immigration appointments or legal proceedings occur at the same time as the student employee's regularly scheduled work hours. Student workers shall make such requests with as much advance notice as possible and, if requested, provide supporting documentation to Dartmouth. Such requests shall not be unreasonably denied.

4. OVIS will invite immigration attorneys to visit campus and meet with international students. 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.

## **ARTICLE 19. SEVERABILITY**

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

## **ARTICLE 20. DURATION**

This Agreement shall be in full force and effect from August 1, 2025, up to and including March 18, 2027, and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing, no later than December 18, 2026. If neither party gives such notice of modification or termination prior to December 18, 2026, all provisions of the Agreement shall continue in full force and effect, up until ninety (90) calendar days following either party's providing notice of intent to terminate or modify the Agreement on or after March 18, 2027.

## **ARTICLE 21. EFFECT OF AGREEMENT**

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


**[SIGNATURE PAGE TO FOLLOW]**

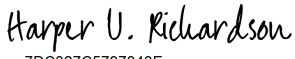
IN WITNESS WHEREOF, THE PARTIES HERETO BY THEIR AUTHORIZED REPRESENTATIVES HAVE EXECUTED THIS COLLECTIVE BARGAINING AGREEMENT.


FOR DARTMOUTH:


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Sara Lester, Chief Human Resources Officer	Date

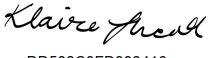
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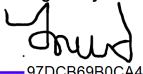
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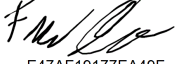
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Fiona Akilo Stawarz	Date