

Collective Bargaining Agreement
Between
Bennington College
&
Bennington College House Chairs Union

ARTICLE I – RECOGNITION

The College recognizes the Bennington College House Chairs Union as the sole and exclusive representative of the bargaining unit defined below for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.

Pursuant to the Certification of Representative issued by the National Labor Relations Board (NLRB) in Case No. 03-RC-317292, the bargaining unit includes all undergraduate House Chairs employed by the Employer at its Bennington, Vermont campus, and excludes all other student and non-student employees, office clerical employees, confidential employees, managers, guards, professional employees, and supervisors as defined in the National Labor Relations Act.

ARTICLE II - SCOPE OF AGREEMENT

The parties agree that the scope of this Agreement shall extend only to the wages, hours, benefits, and other terms and conditions of employment for bargaining unit members and that the scope of this Agreement excludes academic matters, determinations regarding student financial aid, student conduct matters and all other non-employment matters related to the student status of bargaining unit members; and that there shall be no substitution of an arbitrator's or any other individual's judgment for that of the College with respect to any such aspect of a bargaining unit member's status as a student. Matters explicitly excluded from the scope of this Agreement include, without limitation, academic or other prerequisites for service or continued service as a member of the bargaining unit, as well as grading policies and practices, academic standards, the rules, standards and administration of financial aid, student financial obligations to the College, and all standards, policies, and procedures related to student conduct and their administration and associated procedures.

ARTICLE III - MANAGEMENT RIGHTS

Section 1

Unless otherwise addressed in this collective bargaining agreement, the College retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including, but not limited to, the right to operate, manage, control, organize and maintain the College and in all respects carry out the ordinary and customary functions of management and to adopt and implement policies, rules, regulations and practices in furtherance thereof.

Section 2

Among the rights retained by the College are the determination of standards of service to be provided and standards of productivity and performance of its student workers; the right to determine the size and composition of the workforce; to determine educational and work standards; to promulgate and enforce reasonable rules and regulations; to select supervisory and managerial employees; to discipline, demote and discharge student workers; to contract out work; to determine the reasonable times for work, staffing patterns and work area/assignments; to determine whether

work shall be performed by bargaining unit employees or others; to determine whether any part or the whole of its operations shall continue to operate; to establish, to change, to reorganize or abolish any service; to maintain order and efficiency in its facilities and operations; to determine the duties of employees; to hire, appoint, layoff, assign, transfer; to determine the qualifications of employees; and all other rights including those exercised unilaterally in the past, subject only to such restrictions governing the exercise of these rights as are expressly provided in this Agreement. The enumeration of specific rights shall not be construed as a waiver or omission of any other right or privilege of the College.

ARTICLE IV - NO STRIKE / NO LOCKOUT

The Union agrees that while this Agreement is in effect, it will not call, instigate, engage or participate in, encourage, approve or endorse, nor will it permit any bargaining unit member to call, instigate, or participate in, any strike, sit-down, slow-down, or demonstration that interferes with or disrupts the fulfillment of their duties at the College as a result of the Union or bargaining unit members' action as a form of concerted activity (as defined by the National Labor Relations Act); or any interference with or stoppage of work by bargaining unit members. Any bargaining unit member engaging in any conduct prohibited by this Article may be subject to immediate disciplinary action, including discharge.

The College agrees that while this Agreement is in effect, it shall not lock out any of the employees covered by this Agreement.

ARTICLE V – LABOR MANAGEMENT COMMITTEE

The purpose of the Labor-Management Committee is to discuss and resolve problems and processes of mutual concern. The committee shall be composed of no more than five (5) members representing the Union and up to five (5) individuals representing the College. The Labor-Management Committee shall not have the authority to engage in collective bargaining during Labor-Management meetings unless otherwise agreed to by the parties. The Labor-Management Committee will meet no less than once per semester and at other times as needed. Either side may submit items for the agenda at least five (5) days in advance.

ARTICLE VI – EMPLOYEE WELLNESS

Section 1: Temporary Relief from Responsibilities

The College will consider a written request for temporary relief from House Chair responsibilities of up to two (2) weeks with pay. The request must be submitted to the Director of Residence Life and Community Standards. During such time, the House Chair will be relieved of all duties and responsibilities associated with the position. These requests will be considered on a case-by-case basis and granted at the discretion of the College. The College reserves the right to request documentation from a House Chair who requires temporary relief of more than three (3) consecutive days.

If a House Chair requires relief from responsibilities of more than two (2) weeks in duration, the College and the House Chair shall discuss whether the House Chair can reasonably continue in the role, or whether the House Chair will step down from the position for the remainder of the academic year. Ultimately, it is within the College's discretion to determine whether to remove a House Chair from a position due to the need for extended relief from responsibilities.

The College will evaluate whether it is reasonable and appropriate to hire and train a new House Chair to fill a long-term relief from responsibilities.

Section 2: Debriefing Sessions

House Chairs have the ability to schedule debriefing sessions with the College's Counseling and Psychological Services office to discuss events that have impacted them while performing their House Chair duties.

ARTICLE VII – ROOM PREFERENCE

House Chairs will receive priority selection for a single occupancy room in each house. However, the parties acknowledge that a single occupancy room is not always guaranteed, and that the College must provide priority for single rooms to students in need of disability-related accommodations.

ARTICLE VIII – EMERGENCY RESPONSE PROTOCOL

The College is committed to evaluating emergency response protocols for future use in House Chair training sessions as well as providing House Chairs with a written protocol in training. If such protocols are incorporated into House Chair training sessions, House Chairs agree to attend such training sessions as a responsibility of the position, and to perform any additional responsibilities that may be necessary as a result of any such protocols.

ARTICLE IX – EMPLOYMENT GUIDELINES AND PERFORMANCE PROCESSES

The House Chair position involves a range of important responsibilities and expectations. The position responsibilities are outlined in the House Chair job description. As part of this work, a House Chair is expected to demonstrate leadership and admirable behavior, maintain good academic and disciplinary standing throughout their tenure, and attend all required meetings and training throughout each term, among other expectations. These charges ultimately serve the House Chair positions' mission, which is to "strive to provide students with a healthy and safe living-learning environment." Remaining in good academic and disciplinary standing sets an example of that environment and attendance at training and weekly meetings help contextualize that goal and problem-solve throughout the year.

Satisfactory job performance is the responsibility of the House Chair. Job performance is determined by the College and subject to the appropriate performance engagement and disciplinary action as agreed to within this Agreement. Exercises such as self-evaluation and ongoing formal and informal feedback (including feedback from house residents), are important tools in

considering all aspects of a House Chair's performance. Mid- and end-of-year performance reviews will serve to support clear and open communication around expectations between House Chairs and the College.

In instances where a House Chair's performance is not meeting expectations, the College will generally utilize the following progressive discipline procedure: verbal warning (documented), written warning, final written warning (may include suspension or probation), and termination. These stages of disciplinary action may also include a Corrective Action plan, as deemed necessary by the College. Depending upon the relevant circumstances, the College may, in its sole discretion, decide to take any disciplinary action, including suspension or immediate termination, at any time.

The College must have a reasonable basis for the decision to impose disciplinary action. The College also reserves the right to take interim remedial measures, including suspension or a change in housing, during the pendency of a disciplinary proceeding or investigation.

Determinations which involve a House Chair's status as a student at the College—which are not subject to the Grievance and Arbitration procedure— may result in immediate disqualification from the House Chair position and may result in housing relocation. These matters include, but are not limited to, academic integrity proceedings, behavioral issues that fall within the purview of the College's Student Code of Conduct, and complaints under the College's Title IX Sexual Harassment, Dating Violence, Domestic Violence, and Stalking Policy and Procedures, as well as the College's Non-Title IX Sexual Misconduct, Dating Violence, Domestic Violence and Stalking Policy.

ARTICLE X – GRIEVANCE AND ARBITRATION

Section 1: Scope of Article

A grievance within the meaning of this Agreement shall be any disagreement, controversy, or dispute arising between the parties relating to the interpretation or application of any provision of this Agreement. Matters related to a House Chair's status as a student at the College are not subject to the Grievance and Arbitration process. Matters that are excluded from this process include, but are not limited to, matters of an academic nature (e.g., academic integrity proceedings); eligibility for, or disputes related to, financial aid; behavioral issues that fall within the purview of the College's Student Code of Conduct; and complaints under the College's Title IX Sexual Harassment, Dating Violence, Domestic Violence, and Stalking Policy and Procedures, as well as the College's Non-Title IX Sexual Misconduct, Dating Violence, Domestic Violence and Stalking Policy.

Section 2: Format

An aggrieved House Chair shall present a grievance within ten (10) days of its occurrence, or such grievance will be deemed waived. All grievances shall be in writing, signed by the House Chair, and must set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved House Chair.

Section 3: The Grievance Procedure

The following steps shall be followed to proceed with a grievance:

Step 1: The House Chair shall submit the written grievance to the Assistant Director for Residential Education, who shall respond to the grievance in writing within ten (10) business days of receiving the grievance. A meeting to discuss the grievance may take place prior to a response being issued. In the event the grievance is not satisfactorily settled, the House Chair may advance the grievance to Step 2.

Step 2: The House Chair must submit a Step 2 grievance to the Director of Residence Life and Community Standards within ten (10) business days from receipt of the Assistant Director's written response to the Step 1 grievance. The Director shall respond to the Step 2 grievance in writing within ten (10) business days from receipt of the grievance. A meeting to discuss the grievance may take place prior to a response being issued. In the event the grievance is not satisfactorily settled, the House Chair may advance the grievance to Step 3.

Step 3. The House Chair must submit a Step 3 grievance to the Vice President and Dean of Student Life within ten (10) business days from receipt of the Director's response to the Step 2 grievance. The House Chair will have an opportunity to meet with the Vice President and Dean of Student Life to discuss the grievance, and the Vice President and Dean of Student Life will issue a written response within ten (10) business days from the date of that meeting.

Step 4. If the grievance is not satisfactorily settled at Step 3, the House Chair may take the matter to binding arbitration by filing a demand for arbitration with the American Arbitration Association within thirty (30) business days from receipt of the Step 3 response. Any such arbitration will follow the AAA Labor Arbitration Rules. If demand for arbitration is not made within the thirty (30) day period, the grievance will be deemed waived.

Any time limits set forth in this Article may be extended by mutual agreement, set forth in writing.

ARTICLE XI – TRAINING AND MEETINGS

All House Chairs are expected to attend all mandatory training sessions scheduled by the College, as well as any required meetings, including, but not limited to meetings between the House Chair and their direct supervisor, street meetings with the Street Supervisor, or full body meetings unless prevented from doing so due to extenuating circumstances or travel restrictions (as determined in the sole discretion of the College), in which case arrangements must be made with the Assistant Director of Residential Life to complete training sessions and fulfill meeting requirements.

ARTICLE XII – HOUSE BUDGET

The College will provide each House with an expense budget of \$200 per semester. The House budget may only be used to purchase items for social events, such as Coffee Hours. House Budgets may not be used to purchase alcohol, drugs, or other controlled substances. To request reimbursement for a purchase, the House Chair must submit a written receipt to the Director of Residence Life and Community Standards or their designee, within thirty (30) days of the purchase. The College retains discretion to deny reimbursement for an expense if it determines

that the purchase was not appropriate. If the purchase is approved, the College will reimburse the House Chair.

ARTICLE XIII – COMPENSATION

Beginning in the fall 2024 semester (term) and for each semester through the duration of this Agreement, the College shall pay a stipend of \$2,400 per term to new House Chairs and a stipend of \$2,700 per term for House Chairs who previously worked as a House Chair for more than one academic year. The College shall reduce the fall term stipend by \$200 if the House Chair does not also work as an Orientation Leader. The College shall pay stipends through the College's biweekly payroll system. The College will discontinue stipend payments to any House Chair who resigns or is terminated prior to the conclusion of the term.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION

The College is committed to a policy of nondiscrimination as defined under applicable state and federal laws, including but not limited to Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities. The College does not discriminate in its programs and activities on the basis of race, color, age, sex, religion, disability, national or ethnic origin, sexual orientation, gender identity, HIV test, or any other legally protected status.

The College provides reasonable accommodations to otherwise qualified employees with documented disabilities when such accommodations requested and necessary to ensure equal access to work at the College. Any student worker who requires an accommodation for the purpose of performing the essential functions of the worker's employment with the College may request an accommodation as stated in the Accommodations and Support section of the Student Employment Handbook.

ARTICLE XV – SEPARABILITY

If any provision in this Agreement is declared invalid by a Court of competent jurisdiction or through a governmental agency, such provision will be invalidated but the remainder of the Agreement will remain in full force and effect.

ARTICLE XVI – COMMUNICATION

The College shall, by the end of the first full week of each semester, make readily available on a College web page for House Chairs, a plain language summary of this Agreement written and prepared by the Union. The plain language summary shall note that it is the sole work of the Union and that this Agreement is the definitive agreement for all House Chair employees.

The College shall make the full text of this Agreement available to members of the Union, the Bennington College community and the public on the College website.

XVII - DURATION OF AGREEMENT


The term of this Collective Bargaining Agreement shall be July 1, 2024 through June 30, 2027.


Dated: 05/16/2024

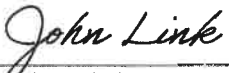
Dated: 05/09/2024

Bennington College

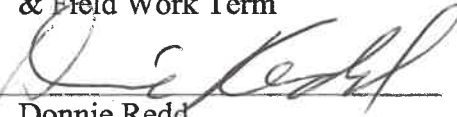
Bennington College House Chairs Union


By: 
Li-Chen Chin
Vice President and Dean of Student Life

By: 
Ade Byron

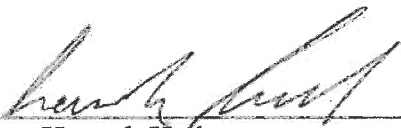
By: 
John Link
Associate Dean of Career Development
& Field Work Term

By: 
Nat Frederickson

By: 
Donnie Redd
Director of Residence Life &
Community Standards

By: 
Ryan Fahey

By: 
Tabatha Cross, HR Manager

By: 
Hannah Hall

By: 
Lily Osornio