



EVERETT
COMMUNITY COLLEGE

AGREEMENT

BY AND BETWEEN THE BOARD OF TRUSTEES

EVERETT COMMUNITY COLLEGE AND AFT EXEMPT/ EVERETT

Local #6485

7/18/2023 through 04/30/2025

Table of Contents

- Article 1 Union Recognition**
- Article 2 Management Rights and Responsibilities**
- Article 3 Union Rights**
- Article 4 Exempt Union Employee Rights**
- Article 5 Union/College Partnership (UCP)**
- Article 6 No Strike or Lockout**
- Article 7 Terms of Employment**
- Article 8 Personnel Files**
- Article 9 Benefits**
- Article 10 Holidays, Vacation and Leaves**
- Article 11 Professional Development**
- Article 12 Safety**
- Article 13 Parking**
- Article 14 Discipline**
- Article 15 Grievance**
- Article 16 Conditions and Duration**

Article 1 Union Recognition

The Board of Trustees of Everett Community College, hereinafter referred to as the "College," recognizes AFT Professional Staff at Everett Community College Local # 6485, hereinafter referred to as the "Union" as the sole collective bargaining agent for all full-time, part-time and temporary exempt union employees who qualify for union membership as described in RCW 41.56.021, hereinafter referred to as "exempt union employees."

Article 2 Management Rights and Responsibilities

All rights are reserved to College except those expressly limited by the collective bargaining agreement. These rights include but are not limited to:

- a. To determine, prioritize, and assign work to be performed, as referenced in Article 7.2.
- b. Utilize, within the judgment of the College, the most appropriate and effective methods to operate the College.
- c. To hire, terminate, promote, demote, transfer, assign, suspend, train, direct, evaluate exempt union employees as allowed within this contract and by law.
- d. To establish and implement rules, regulations, and policies.
- e. To determine the methods and means necessary to effectively carry out the mission and goals as determined by the College.
- f. To determine when and where facilities and operational resources will be located and maintained in part or in whole-including the size and structure of its workforce and all operations in support of its mission.

Article 3 Union Rights

3.1 Union Security

3.1.1

The College agrees that represented exempt union employees of Everett Community College shall have the right to organize, join, and support the union for the purpose of engaging in collective bargaining or negotiation and other concerted activities.

3.1.2

The College agrees that it will not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment because of union membership.

3.1.3

The College agrees that the represented Employees have the right to participate in union activities as allowed by law.

3.2 Representation and New Hire Orientation

3.2.1

Upon hire or promotion, the employee will be provided the name of the designated union representative for more information. The Union will provide the employee a copy of the payroll deduction form.

3.2.2

Once per month, Human Resources will provide the union with a list of new employees who have been recently hired and/or will be starting within the next thirty (30) days. This list will include the employee's name, position and when available, office location, phone number, and email address.

3.2.3

In accordance with RCW 41.56.037, within ninety (90) days of a new employee's start in a position represented by the Union, the Employer will provide the Union access to the employee during the employee's regularly work hours at the employee's regular worksite, or at another location mutually agreed to by the Employer and the Union, for no less than thirty (30) minutes, to present information about the Union and the Collective Bargaining Agreement. This presentation may occur during a formal or informal new employee orientation provided by the Employer or at another time with the above ninety (90) day period. No employee will be required to attend the presentation given by the Union.

3.3 Payroll Deduction Authorization

3.3.1

The authorization for payroll deduction will be delivered to the payroll office by the designated union representative.

3.3.2

The College shall, upon written authorization of the Employee involved, make the appropriate payroll deductions.

3.3.3

The Union will indemnify, defend, and hold the College harmless against any claims and any suits instituted against the College on account of any deductions of union dues or service fees. The Union agrees to refund to the College any representation fees or dues paid to it in error. All service fees and dues shall be through payroll deduction.

3.4 Employee List

3.4.1

Human Resources shall maintain a list of the names, supervisor, mailing addresses, email addresses, telephone numbers, office locations, and titles of all exempt union employees.

3.4.2

The Union will be provided an updated list referenced in 3.4.1 quarterly or upon request.

3.4.3

The Union agrees that none of the rights and privileges resulting from this section shall be used directly or indirectly for political activities prohibited by statute.

3.5 Use of Campus Facilities

The Union and its representatives shall have the right to use College buildings to transact lawful union business, provided that normal scheduling procedures are followed and further provided that no additional cost to the college is incurred and no loss of rental income is experienced by the College.

3.6 Use of Email

The Union may use employee email for official communications that relate to contract administration, which could include meetings. Up to twenty-four (24) emails may be sent in a calendar year. Additional use may be agreed upon for a specific need.

3.7 Use of College Space for Official Notices

The Union shall have the right to post official notices of its activities and matters of union concern on a union bulletin board not to exceed approximately 3' x 4' in size, in the College's Staff Lunchroom or other mutually agreed upon space. Specific placement of bulletin board shall be subject to the approval of the College.

3.8 Authorized Time

3.8.1

Designated Union Representatives shall suffer no loss of compensation in time or money when meeting with administration regarding matters relating to grievances, negotiations, or committees authorized by this Agreement.

3.8.2

Designated Union Representatives needing to participate in these union activities during the work day will request time off in advance from their supervisors. The business needs of the College with respect to the exempt union employee's workload will take priority over the union involvement, and the supervisor has the right to decline the request. In these cases, the meetings may be rescheduled.

3.9 Conferences and Meetings

The Union may request to send two representatives to official Union conferences or meetings. Requests shall be submitted to the Human Resources office at least two (2) weeks before each such meeting. The Human Resources office will inform the exempt union employee's supervisor of the requested time off. Union members will not use more than six (6) total work days collectively to attend

union conferences and meetings in a single fiscal year. The exempt union employee shall suffer no loss in pay related to such participation.

3.10 Access to Board of Trustees Meetings

A designated Union representative shall have the right to appear at the Board of Trustees' business meetings.

3.11 Union Visits

Authorized union representatives shall be permitted to visit exempt union employees on campus when such visits will not interfere with the exempt union employee's duty assignment or normal College operations. The authorized union representative will notify the Vice President of Human Resources and the designated Human Resources Director before arriving on campus.

3.12 Distribution of Agreement

The College will post the current agreement on the Everett Community College public webpage.

3.13 Union Representation Information Requests

The College shall furnish, upon request by the Union, any and all information relevant to the representation of exempt union employees. If the information cannot easily be provided digitally, the Union and the College will discuss the request, and may enter into agreements to modify the request.

3.14 Mandatory Subjects

College will provide notice and will agree to bargain over mandatory subjects of bargaining as required by law.

3.15 Notice of Reorganization

Exempt union employees affected by a reorganization shall be notified directly of any change in working conditions, hours and wages prior to the changes taking effect. Union and the exempt union employee shall be allowed an opportunity to express concerns to the appropriate supervisor about the proposed change. If a reorganization will result in the demotion or change in salary the affected employee will be notified at least thirty (30) days prior to the effective date of the change, unless the change is due to extenuating circumstances.

3.16 Salary Improvements

During the life of this contract all state authorized and/or approved Cost of Living Adjustments (COLA) will be applied according to legally authorized guidelines at the discretion of the appointing authority. The union will have notice of any adjustments to one or more bargaining unit members' salary. The union will be given, upon request, an updated list of positions and salaries.

Article 4 Exempt Union Employee Rights

Nothing herein contained shall be construed to deny or restrict an exempt union employee's rights under laws of the State of Washington or other applicable laws and regulations.

Article 5 Union/College Partnership (UCP)

5.1 Purpose

The UCP is intended to promote and encourage better understanding between the College and the Union by providing an efficient and effective avenue for discussing exempt union employee concerns. The subject of these discussions includes, but is not limited to, the administration of this Agreement and the resolution of problems having an impact on this Agreement that may arise from any College committee, group or individual.

5.2 Subject of UCP Meetings

These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement.

5.3 Composition

The UCP shall be composed of no more than three (3) representatives of each party. Neither the College nor the Union shall have control over the selection of the other party's representatives.

5.4 Schedule of Meetings

The UCP shall meet quarterly. Date, place and time of subsequent meetings shall be mutually agreed to at the end of each meeting. Special meetings may be scheduled upon mutual agreement of the parties to this Agreement.

5.5 Agenda Items & Meetings

5.5.1

Each party shall submit an agenda of items it wishes to discuss to the Union President at least three (3) days prior to the scheduled meeting, although either party also may request at the meeting that items be added to the agenda.

5.5.2

Each party will be responsible for its own minutes of the UCP meetings.

5.6 Release Time

The College will consider time spent in regular UCP meetings as time worked. Overtime, per diem, travel, or other payments will not be authorized or paid as a result of participation in or travel to UCP meetings. UCP meetings will be scheduled on campus and during working hours. Designated exempt union

employees participating in the UCP meeting shall be allowed thirty (30) minutes release time prior to prepare for each UCP meeting to review agenda items.

Article 6 No Strike or Lockout

The College and the Union agree that disputes which may arise between them shall be settled without resort to strike or lockout. The College agrees it will not lock out any or all of its exempt union employees during the term of this Agreement, and the Union agrees on behalf of itself and its members that there shall be no strike, no slowdowns, and no sickouts during the term of this Agreement.

Article 7 Terms of Employment

7.1 Contracts

Exempt union employee contracts shall specify the dates of the employment, salary for the period and other details not specified in the collective bargaining agreement.

7.1.1 Contract Duration

Contracts shall be for a period of not more than one (1) year. Most contracts will begin July 1 and will end June 30. Notices of renewal will be provided no later than May 1 of each year, with actual contracts being sent once the annual budget for a given position is finalized.

7.1.2 Non-Renewal

In cases of non-renewal, the union president will be notified at the time the employee receives their notification. Notifications will be made by May 1. In the event that a decision regarding renewal cannot be made by May 1, the employer will notify the employee and the union by May 1 that a decision will be made by June 1. The employer will provide the rationale for the extension from HR in writing to the employee and the union.

7.1.3 Expectation of Continued Employment

No expectation of continued employment is implied by the year-to-year turnover of a contract.

7.1.4 Termination of Contract

The College reserves the right to terminate a contract without notice prior to its expiration based on exempt union employee actions that exceed the normal scope of acceptable behavior. This includes, but is not limited to illegal acts such as theft, arson, assault, rape, drug use/distribution, child pornography, etc. This also includes extreme behavior including, but not limited to insubordination, harassment, fraud, creation of a hostile work environment, discrimination, inappropriate use of state resources, etc.

7.2 Position Descriptions

7.2.1

The College will create a position description for each position. The position description will include the essential functions of the position. Position descriptions will be maintained in Human Resources and provided to the Union upon request.

7.2.2

Upon a new employee hire, the supervisor will discuss the position description with the employee. Any position updates will be kept on record with Human Resources.

7.2.3

The supervisor and the employee will review the position description as part of the performance evaluation process or as needed in consultation with Human Resources.

7.2.4

Employee's direct supervisor may assign additional duties on a temporary basis due to a vacancy or long-term absence of another employee. Notice will be provided in writing to the employee and union. In such cases, the supervisor, after a consultation with Human Resources, will discuss the duties, impact on workload, and expected duration of the additional duties with the employee. Any request for additional compensation will be evaluated by Human Resources.

If the assignment of additional duties lasts longer than 6 months, the supervisor, in consultation with Human Resources, will re-evaluate the assignment of duties to determine if the duties will be formally added to the employee's job description, be reassigned to another employee, or if the duration of the additional duties will be extended on a temporary basis. Notice will be provided in writing to the employee and union.

If a job description is revised, an evaluation of job title and salary should also be performed by the supervisor and Human Resources.

7.3 Performance Reviews

7.3.1

Annual performance evaluations are completed by August 31 each year. These should include, at a minimum:

- a. Review of the job description, and if revised, approval signatures of the supervisor, employee and Human Resources. If a job description is revised, an evaluation of job title and salary should also be performed by the supervisor and human resources.
- b. Creation of professional goals for the next performance period with input from the employee and the supervisor's approval.

- c. A review of professional goals from the previous performance period unless the supervisor and employee have been working together for less than 6 months, or if this is the employee's first performance review.
- d. Separate from professional goals, the supervisor and employee will review the employee's additional contributions to the college, skills and experience, and professional development from the previous performance period, unless the employee has been with the college for less than 6 months.

7.3.2

An employee may request a review and revision of their job description between performance reviews if they feel their responsibilities have changed significantly or expanded. If a job description is revised, an evaluation of job title and salary should also be performed by the supervisor and Human Resources.

Article 8 Personnel Files

8.1 File

The College will maintain one (1) official personnel file for each exempt union employee. Human Resources will maintain the personnel file.

8.2 File Review

8.2.1

Each exempt union employee has the right to review his/her personnel file on work time.

8.2.2

Written authorization from the exempt union employee is required before any representative of the exempt union employee will be granted access to exempt union employee personnel files.

8.2.3

Review of exempt union employee personnel files will be in the presence of a College Representative during business hours. The exempt union employee and/or representative may not remove any contents.

8.2.4

The College may charge a reasonable fee for copying any materials beyond the first copy requested by the exempt union employee or their representative.

8.3 Exempt Union Employee Additions

Exempt union employees may insert a reasonable amount of job-related material in their personnel file that reflects favorably on their job performance. Exempt union employees may provide a written rebuttal to any information in the files that the exempt union employee considers objectionable.

8.4 Notice

Exempt union employees will be notified and have an opportunity to review materials added to a personnel file that pertain to their job performance.

8.5 Anonymous Material

Anonymous material, not otherwise substantiated, will not be placed in an exempt union employee file.

8.6 Security

The College will ensure the security and confidentiality of exempt union employee personnel files.

8.7 Removal

Materials related to alleged misconduct where the exempt union employee has been fully exonerated will be promptly removed from the employee's personnel file.

Article 9 Benefits

9.1 Information

Information regarding insurance, retirement, and other benefits will be found on the Colleges website. Any further information needed, including requests for documents and/or concerns should be directed to the Human Resources Department.

9.2 Employee Assistance Program (EAP)

The College will provide an employee assistance program for exempt union employees. Information on this is available in the Human Resources office and on the State Human Resources website.

9.3 Wellness

The Employer and the Union encourage employee wellness. The Employer will provide employees paid access to the fitness center and other wellness resources consistent with other employee groups. Employees will not pay higher rates than other employee groups for access to wellness facilities or resources.

Article 10 Holidays, Vacation and Leaves

10.1 Holidays

Eligibility for holiday pay is determined by WAC Chapter 357-31.

10.2

The following days are designated as paid holidays for the purposes of this contract:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Native American Heritage Day
11. Christmas Day

10.2 Faith or Conscience Leave

Leave will be granted for a reason of faith or conscience for up to two (2) work days per calendar year.

10.2.1

At the exempt union employee's discretion, unpaid leave, vacation, or personal day may be used for faith or conscience leave.

10.2.2

Such leave may only be denied if the exempt union employee's absence would impose an undue hardship on the College, or if the exempt union employee's presence is necessary to maintain public safety.

10.2.3

Exempt union employees are required to designate such leave a "faith or conscience leave" in their requests for leave and in their time and leave reporting.

10.3 Vacation

10.3.1

Exempt union employees on a permanent, full time 12-month contract accrue vacation at the rate of 16 hours per month of service. Employees on a permanent, full-time contract for less than 12 months will accrue vacation at the same rate for each month of service during the contracted months. Employees who are scheduled to work 40 hours per week are 1.0 FTE. Employees scheduled to work less than 40 hours per week will accrue based on their FTE percentage. For example, employees scheduled to work 30 hours per week are 0.75 FTE and will accrue vacation at 75% of the 1.0 FTE accrual rate.

10.3.2

All requests for vacation must be pre-approved or denied by the supervisor within ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing.

10.3.3

After six months of continuous employment, exempt union employees, at the time of separation from the College, will be entitled to payment for or transfer of their accrued vacation leave.

10.4 Telecommuting

10.4.1

Certain positions may allow for different degrees of telecommuting. Telecommuting requests must be submitted to the immediate supervisor, meet the business needs of the department, and must comply with the college's telecommuting policy

10.4.2

Changes to the college's telecommuting policy will include feedback and input from the exempt represented union.

10.4.3

Telecommuting may be an option for non-emergency college closures, such as planned closures during break or around a holiday (but not during a paid holiday). In this situation, an employee may be approved to work for part or all of the closure with advanced approval from their supervisor. Requests should include a written list of tasks for the employee to work on during the hours in question.

10.4.4

In the event of an emergency closure, such as inclement weather, an employee who would normally be working on campus during these hours may have the option to telecommute in order to meet contractual obligations, with their supervisor's approval.

10.5 Sick Leave

10.5.1 Cash Out

An employee who meets the retirement criteria as stated in their plan and retires from the College may receive compensation for their sick leave balance in accordance with OFM and College policies. Such compensation will be placed in a VEBA plan as approved by the State.

10.5.2 Accrual

Sick Leave will be accrued as per state statute at one (1) day per month and shall accumulate as per statute. Usage of sick leave is as per statute. If the exempt union employee frequently uses sick leave unrelated to FMLA, the College may request a doctor's certification of the absence.

10.5.3 Use

During an unpaid leave of absence under FMLA/PFML, exempt union employees may use at least 8 hours of accrued sick leave every month to provide for continuation of benefits in accordance with the Washington State Public Employees Benefits Board. Use of this benefit during an unpaid leave of absence not taken as part of FMLA or PFML is approved on a case-by-case basis.

10.5.4 Notice

Exempt union employees shall notify the immediate supervisor of the need to use sick leave as soon as possible. If possible, the exempt union employee should work with their supervisor to arrange coverage for required duties during the absence.

10.5.5 Sick Leave Balance

A new employee may be eligible to transfer unused sick leave balances from other Washington State agencies. The employee should contact the Human Resources Department for the transfer requirements.

10.5.6 Sick Leave Maximum

Sick leave will continue to accrue, with no maximum limit, while employed at the College.

10.6 Bereavement Leave

Five (5) days of bereavement in the event of the death of a loved one. Exempt union employees may request additional leave or personal leave days beyond the five (5) bereavement days.

10.7 Personal Leave

Personal leave will be granted at the rate of three (3) days per calendar year.

10.8 Family Medical Leave

Family and Medical Leave may be requested up to twelve (12) weeks per year as described under the Family Medical Leave Act (FMLA). Exempt union employees receiving an approved FMLA leave will be required to choose one of the following when on FMLA leave:

- a. Leave without pay
- b. Vacation
- c. Sick Leave
- d. Personal Days

A combination of any of the above may be used; however, the choice made must be stated in the request. Exempt union employees may contact the Human Resources Department for eligibility requirements.

10.8.1 Workers' Compensation

Employee's in the bargaining unit, who believe they have an on-the-job injury, may apply for Workers' Compensation through Washington State Labor and

Industries. Employees will endeavor to report on-the-job injuries to Human Resources within 24 hours. On-the-job injuries may be reported by supervisors or co-workers if the injured employee is unable to.

10.8.2 Paid Family and Medical Leave Program

The College will pay both the employee and the employer portion of the Washington Paid Family and Medical Leave premium for exempt union employees.

10.9 Military Leave

Military leave of absence with pay shall be granted if called for military training or active duty. To receive this pay, exempt union employees must present a copy of written orders to the College's Human Resources Department prior to departure. Military leave with pay shall be for the first twenty-one (21) days. Any additional leave time needed shall be accounted for as vacation leave, personal leave, leave without pay, or a combination thereof.

10.10 Civil Duty Leave

Civil duty leave is granted to serve on jury duty, or to exercise subpoenaed civil duties, provided that the exempt union employee is not the plaintiff, defendant or subject of the investigation. Exempt union employees will be allowed to keep any compensation paid to them for their civil duties.

10.11 Leave Without Pay

10.11.1 Required Use

Leave without pay will be granted under FMLA.

10.11.2 Discretionary Use

Leave without pay may also be granted for the following reasons:

- a. Education leave
- b. Volunteer firefighting leave
- c. Child or elder care emergencies that do not fit under FMLA
- d. Governmental service leave
- e. Citizen volunteer or community service leave
- f. Union activities

10.11.3 Outside Employment

Leave without pay will not be granted and any unpaid leave previously approved will end if the exempt union employee is taking leave due to outside employment. Exceptions may be approved by the college president at their discretion on a case-by-case basis.

10.11.4 Making Requests

Employees should make requests for leave without pay to their immediate supervisors. Requests must be approved by the college president.

10.11.5 Annual Limit

Leave without pay is normally limited to a maximum of twelve (12) calendar months. Exceptions may be approved by the college president at their discretion on a case-by-case basis.

10.12 Returning Exempt Union Employee Rights

The exempt union employee and the College may enter into a written agreement regarding return rights at the commencement of the leave.

10.13 Overtime Eligible Employees

10.13.1

Some exempt represented employees may be eligible for overtime compensation. Eligibility for overtime is determined by applicable federal and state laws.

10.13.2

Eligible employees must receive written approval from their supervisor prior to performing any work that will result in overtime.

10.13.3

Eligible employees will be compensated for overtime if (1) they have secured their supervisor's prior approval and (2) they meet one of the following conditions:

- a. Employees will be paid for time actually worked on a holiday at the overtime rate, in addition to holiday pay. Holidays are identified in Article 10.1;
- b. Employees will be paid at the overtime rate for time worked in excess of 40 ours in a work week. Work week is defined as Sunday through Saturday;

10.13.4

Overtime shall be paid at the rate of time and one-half for overtime eligible employees as determined by applicable federal and state laws.

Article 11 Professional Development

11.1 Expectations

It is expected that all exempt union employees will continually participate in training activities that will hone and update their professional skills.

11.2 Professional Development Plan

All requested training must be related to the exempt union employee's professional development plan and College's mission and goals. Requests for Professional Development will follow the process outlined in policy EvCC3200P: Exempt Training Reimbursement Procedure.

11.3 Funds Available

The College provides a professional development fund for all exempt employees. This is offered on a first-come, first-served basis beginning each fiscal year until the fund is depleted. As per procedure EvCC3200P, requests are reviewed and approved or denied by a committee of other exempt union employees.

11.4 Committee Membership

An exempt union employee will hold a position on the exempt employee training committee if an exempt union employee member is willing to hold such position. When a position becomes available on the exempt employee training committee, an announcement will be made to all exempt union employees, including a response due date. If a union member is not currently on the committee, the union may recruit nominees for the position. If nominees are available, the union may submit those names to the Human Resources liaison by the response due date. The exempt employee training committee members then select the new member for their committee.

Article 12 Safety

12.1 Objectives

The Union and College shall cooperate to maintain safe and healthful working conditions.

12.2 Notification

Exempt union employees are encouraged to notify their supervisors as soon as possible of any unsafe or hazardous conditions in the workplace. Additionally, the exempt union employee Safety Committee representative may present the concerns of any of its members to the College Safety Committee at its regular meeting or via email.

12.3 Safety Committee

The College Safety Committee will include one representative from the union membership, if a representative volunteers for the role. The union will designate its representative annually.

Article 13 Parking

13.1 Fees

The College may establish and change parking fees, assess fines for violations of motor vehicle and parking regulations, order removal of vehicles parked in violation of regulations at the expense of the violator, and seek collection of any unpaid fines.

13.2 Payroll Deduction

Exempt union employees may utilize the staff parking facilities. If they choose, those exempt union employees may have the appropriate amount automatically deducted from their pay

Article 14 Discipline

14.1

The College will not discipline any bargaining unit member without cause.

14.2

When disciplining an exempt union employee, the College will make a reasonable effort to protect the exempt union employee's privacy.

14.3

At the College's discretion, an investigation may be conducted into allegations of misconduct. The investigation will be completed in a timely manner.

14.4

When an exempt union employee is interviewed as the subject of an investigation, the College will make a good faith effort to inform the employee of their right to union representation at the investigatory meeting. The College will stop any meeting that is already in progress at the exempt union employee's request, and will delay the meeting until union representation is available. Should the union be unavailable immediately, the College will delay the meeting up to seven (7) calendar days so the union may find representation.

14.4.1

Formal disciplinary actions shall be administered for just cause and includes suspension without pay, suspension followed by dismissal or dismissal. Discipline includes oral and written reprimands, suspensions, demotions, and discharges. Oral reprimands will be identified as such and, if documented, such documentation will be placed in the supervisor's file only.

14.5

Prior to discipline other than reprimands, the exempt union employee and the designated union representative will receive in writing the reasons for the pending action. The exempt union employee will be given an opportunity to respond either in writing or at a pre-disciplinary meeting with the College. Discipline that impacts rank or employment status is subject to the grievance procedure.

Article 15 Grievance

The grievance procedure is the preferred method to settle disputes and all disputes not specifically excluded shall go through the grievance procedure.

15.1 Definition

A grievance within the meaning of this Agreement is defined as any condition, action, or lack of action on the part of the College that the Union believes to be a violation, misinterpretation, or misapplication of this Agreement.

15.2 Exclusions

The following management actions are not grievable:

- a. Oral reprimands
- b. Evaluations
- c. Annual contract duration as defined in Terms of Employment, Article 7.1

15.3 Procedure

15.3.1

Any of the steps of this procedure may be bypassed with mutual consent of the parties involved.

15.3.2

The timelines identified in this Article may be extended by written mutual agreement of the parties to the grievance.

15.3.3

All grievance hearings shall be held during the exempt union employee's working hours.

15.3.4

The exempt union employee shall initiate Step 1 of the grievance procedure within thirty (30) calendar days of the effective date of the action or when the exempt union employee was first aware of the condition.

15.4 Pre-grievance Meeting

Before filing a grievance in accordance with the provisions of this Article, the exempt union employee shall discuss the matter with the exempt union employee's supervisor.

15.5 Step 1: Supervisor

15.5.1

If the matter is not resolved verbally, the grievance shall be submitted in writing, by the exempt union employee or the Union and provided to the exempt union

employee's immediate supervisor or designee within fourteen (14) calendar days of a pre-grievance meeting.

15.5.2

A copy of the grievance will be supplied to the Vice President of Human Resources at the same time it is given to the supervisor or designee.

15.5.3

The supervisor or designee shall respond in writing within fourteen (14) calendar days after receipt of the written grievance.

15.6 Step 2: Supervising Administrator or Designee

15.6.1

If the exempt union employee or Union wishes to continue the grievance, it shall submit a written grievance to the supervisor's administrator or designee within fourteen (14) calendar days of the first level supervisor's written response.

15.6.2

The supervising administrator or designee shall meet with the exempt union employee/Union within fourteen (14) calendar days of receipt of the written grievance, after which the supervising administrator or designee shall respond within fourteen (14) calendar days of the meeting.

15.7 Step 3: Mediation

15.7.1

If the exempt union employee or the Union is not satisfied with the response of the supervising administrator or designee in Step 2, the grievance shall be moved to mediation.

15.7.2

Within fourteen (14) calendar days from the date of the Step 2 response, the Union may request mediation provided by the Public Employment Relations Commission (PERC).

15.7.3

The Union will notify the Vice President of Human Resources of the Union's intent to mediate prior to making the request for mediation to PERC.

15.8 Step 4: Arbitration

15.8.1

Any grievance not resolved in mediation may be submitted to PERC for arbitration by the Union within fourteen (14) calendar days from the date the mediator declares an impasse.

15.8.2

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by PERC.

15.8.3

The jurisdiction of the arbitrator shall be subject to the following provisions:

- a. The arbitrator shall adjudicate only issues that arise under the express terms and conditions of this Agreement or that are presented by any submission agreement(s).
- b. The arbitrator shall not have authority to extend interpretations to matters other than those applicable to the particular issue(s) before him or her.
- c. The arbitrator's decision and award shall include a statement of the issue(s), the remedy (if appropriate), and the reasoning and grounds upon which the decision is based, and shall be rendered within thirty (30) days of the date written, or as otherwise agreed between the arbitrator and the parties involved.
- d. The arbitrator's decision and award shall be based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and on the matters presented in the closing oral argument or in the written briefs of the parties.
- e. The arbitrator shall not have the authority to remand an issue back to the parties for negotiations.
- f. The arbitrator may require any person to attend as a witness and to bring with him or her any book, record, document, or other evidence. The fees for such attendance shall be paid by the party requesting issuance of the subpoena. Arbitrators may administer oaths. Subpoenas shall be issued and be signed by the arbitrator and shall be served in the same manner as subpoenas to testify before a court of record in this state.

15.8.4 Arbitration Hearings

Arbitration hearings shall be conducted during normal working hours. Exempt union employees testifying in such hearings shall be granted release time for the period of their testimony and up to one (1) work day to prepare to testify. Each party to this Agreement shall bear the expenses of presenting its case.

15.8.5 Fees and Expenses of the Arbitrator

The fees and expenses of the arbitrator shall be borne equally by the parties.

15.9 Retaliation

No exempt union employee shall be coerced or shall suffer any reprisal with regard to the initiation of, the processing of, or the resolution of any grievance.

Article 16 Conditions and Duration

16.1 Proposals

The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement.

16.2 Severability

The College and the Union agree that this Agreement shall be binding on both parties except that if any section or provision is or shall be contrary to law, then such section or provision shall not be applicable, performed, or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby, and the College and the Union may, upon agreement of both parties, enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

16.3 Negotiations

Therefore, except as specifically stated in this Agreement, the College and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

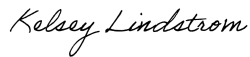
16.4 Limit on Past Practice

This contract supersedes any rules, regulations, policies or practices of the College which shall be contrary to or inconsistent with its terms.

16.5 Duration

The duration of this contract shall be from the date of ratification through April 30, 2025.

For the Union:



Kelsey Lindstrom
President, *AFT Exempt Union*

Aug 10, 2023

Date



[Bob Downing \(Aug 15, 2023 17:43 PDT\)](#)
Bob Downing
Representative, *AFT Exempt Union*

Aug 15, 2023

Date

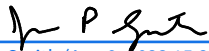
For the College:



Dr. Chemene Crawford
President, *Everett Community College*

Aug 9, 2023

Date



[Jason Smith \(Aug 9, 2023 15:28 PDT\)](#)
Dr. Jason Smith
Vice President of Human Resources, *Everett Community College*

Aug 9, 2023

Date