



# AGREEMENT

Whatcom Community College & AFT Washington  
Professional Staff United

November 12, 2025-June 30, 2028

**Table of Contents**

Preamble..... 5

Article 1 Recognition ..... 5

Article 2 Management Rights ..... 5

2.1 Authority ..... 5

2.2 Rights ..... 5

Article 3 Union Rights..... 6

3.1 Monthly Member Roster ..... 6

3.2 Union Access to New Employees..... 6

3.3 Union Dues ..... 6

3.4 Requests For Information..... 6

3.5 List of Representatives..... 7

3.6 Paid Release Time ..... 7

3.7 Use of Facilities ..... 7

3.8 Communication ..... 7

3.9 Union Meetings ..... 7

Article 4 Labor Management Committee ..... 8

4.1 Purpose..... 8

4.2 Committee Structure ..... 8

Article 5 Position Types, Descriptions and Vacancies..... 9

5.1 Categories of Bargaining Unit Work ..... 9

5.2 Types of Positions ..... 9

5.3 Position Descriptions..... 9

5.4 Notice of Vacancies..... 9

5.5 Unit Work ..... 10

Article 6 Probation ..... 10

6.1 Duration..... 10

6.2 Feedback During Probation..... 11

6.3 Employment Termination ..... 11

Article 7 Personnel File ..... 11

7.1 General ..... 11

7.2 Placement of Material in the File ..... 11

7.3 Removal of Adverse Material ..... 11

7.4 Right to Review and Make Copies ..... 12

Article 8 Performance Evaluations .....	12
8.1 General .....	12
8.2 Purpose of Evaluations .....	12
8.3 Plan for Improvement .....	12
8.4 Disciplinary Action .....	12
8.5 Retention .....	12
8.6 Employee Copy .....	12
8.7 Content Not subject to Grievance.....	12
Article 9 Travel .....	13
9.1 Reimbursement .....	13
9.2 Travel Time .....	13
Article 10 Health and Safety .....	13
10.1 Responsibility .....	13
10.2 Employer’s Role .....	13
10.3 Employee’s Role and Reporting .....	14
10.4 Safety Committee .....	14
10.5 Workplace Violence/Hostile Work Environment .....	14
Article 11 Compensation and Pay Practices .....	15
11.1 State Salary Increases .....	15
11.2 Salary Schedule .....	15
11.3 Additional Language Premium .....	15
11.4 Additional Compensation for Temporary Duties .....	15
11.5 Temporary Employees .....	16
11.6 Overtime-Eligible Employees .....	16
11.7 Salary Overpayment Recovery.....	16
Article 12 Medical Insurance and Retirement Benefits .....	17
12.1 Medical Insurance Benefit .....	17
12.2 Retirement Benefit.....	17
Article 13 Holidays.....	17
13.1 Holidays .....	17
13.2 Personal Holidays .....	18
Article 14 Vacation .....	18
14.1 Vacation Leave Accrual.....	18
14.2 Vacation Leave Approval and Reporting .....	18

14.3 Vacation Leave Maximum Accrual .....	19
14.4 Vacation Leave Transferability .....	19
14.5 Separation/Retirement and Buyout.....	19
Article 15 Sick Leave.....	19
15.1 Sick Leave.....	19
15.2 Parental Leave .....	20
15.3 On the job Injuries/Illness .....	20
15.4 Leave Transferability .....	20
15.5 Separation/Retirement.....	20
15.6 Attendance Incentive Program .....	21
15.7 Restoration of Vacation Leave.....	21
15.8 Family Medical Leave Act (FMLA).....	21
15.9 Paid Family and Medical Leave.....	22
Article 16 Miscellaneous Leaves .....	22
16.1 Military Leave .....	22
16.2 Civic Duty Leave .....	22
16.3 Bereavement Leave .....	23
16.4 Domestic Violence Leave .....	23
16.5 Shared Leave .....	23
16.6 Leave Without Pay .....	24
Article 17 Emergency Closure.....	24
17.1 Emergency Closure.....	24
Article 18 Remote Work .....	24
Article 19 Separation and Reduction in Force .....	25
19.1 Termination for Cause.....	25
19.2 Separation Without Cause.....	25
19.3 Reduction of Schedule for Regular Employees .....	25
19.4 Reduction in Force .....	25
19.5 Seniority .....	26
19.6 Order of Layoff.....	26
19.7 Layoff Procedures .....	26
Article 20 Grievance Procedures.....	26
20.1 Purpose.....	26
20.2 Definition .....	27

20.3 Who May File and Contents .....	27
20.4 Form and Where to File.....	27
20.5 Time Computations .....	27
20.6 Timeline for Filing .....	28
20.7 Failure to Meet Timelines .....	28
20.8 Steps in Internal Processing of Grievance .....	28
Article 21 No Strike No Lock Out.....	31
21.1 No Strike No Lock Out.....	31
Article 22 Scope of Agreement.....	31
22.1 College Policies and Regulation.....	31
22.2 Entire Agreement .....	31
22.3 Severability/Savings Clause .....	31
22.4 Bargaining Changes to Mandatory Subjects .....	31
Article 23 Contract Duration .....	32
23.1 Term of Agreement .....	32
23.2 Successor Agreement .....	32
Appendix A.....	34

## **Preamble**

This Agreement is by and between the Board of Trustees of Whatcom Community College District No. 21 and American Federation of Teachers (AFT) Washington Professional Staff United, AFT/AFT WA/AFL-CIO. The term “WCC” or “Employer” or “the College” used herein after shall mean the Whatcom Community College District 21 or its lawfully delegated representative. The term “AFT-WPS” or “the Union” shall mean AFT Washington Professional Staff United union.

## **Article 1 Recognition**

The College recognizes AFT-WPS as the sole and exclusive bargaining agent for professional staff employees, part-time and full-time, of Whatcom Community College District 21 as referenced by RCW 41.56.401.

## **Article 2 Management Rights**

### **2.1 Authority**

The College reserves the right to manage its affairs in accord with its lawful mandate and retains all management powers and authority recognized by law and not specifically abridged, delegated or modified by the terms of this Agreement.

### **2.2 Rights**

The sole and exclusive rights of the College include, but are not limited to, the rights to:

- A. Plan, direct and control all operations and services of the College, including its mission, strategic direction, service levels, staffing levels and resource requirements.
- B. Develop, interpret, amend and enforce written policies, procedures, and rules governing the workplace.
- C. Determine the methods, means, and organization by which College operations and services shall be undertaken and accomplished.
- D. Discipline or discharge probationary employees as it deems appropriate, and discipline or discharge employees who have completed probation for cause.
- E. Assign work and work locations, schedule the hours of work, alter work schedules and locations, and authorize overtime.
- F. Establish the duties and responsibilities of employees, including the development and alteration of job descriptions.
- G. Establish work performance standards and implement policies and procedures for evaluating the performance of employees.
- H. Plan and implement any reductions in force, including the identification of the specific position(s) or job classifications affected by a reduction in force.
- I. Recruit, hire and promote employees based on standards established by the College.
- J. Determine the need for additional training, and assign employees to complete any such training.

- K. Take all necessary actions to carry out the mission of the State and its institutions during emergencies.
- L. Perform all other functions not expressly limited by this Agreement.

## **Article 3 Union Rights**

### **3.1 Monthly Member Roster**

The employer shall provide the Union President with information for Professional Staff within the bargaining unit consistent with the requirements of RCW 41.56.065.

### **3.2 Union Access to New Employees**

Within thirty (30) days of a new Employee's start in a position represented by the Union, the employer shall provide a designated Union Representative access to the Employee. The Union shall provide the employer the contact information for the Union Representative. Upon notification to the Representative of the new hire, the designated Union Representative will contact the new Employee to schedule a thirty (30) minute orientation, which is optional for the Employee. The Union representative shall receive release time to conduct this orientation. The Employer and Union Representative may agree to hold this orientation during a College New Employee Orientation.

### **3.3 Union Dues**

#### **A. Voluntary Dues Payment**

- I. All Professional Staff, full-time and part-time, may become members of the Union and pay membership dues as set by the Union. Professional Staff have the right of automatic payroll deduction of Union membership dues and fees.
- II. All dues shall be collected through payroll deduction. The authorization for payroll deduction will be delivered to the Payroll Office by a designated Union representative.
- III. On or before September tenth (10th) of each year, the Union shall provide a table of prorated annual dues, assessments, and fees to the Payroll Office for implementation effective September 1 of that year unless a later implementation date is specified by the union.
- IV. Revocation of membership shall be made by a Professional Staff Employee, in writing, to the Union, with a copy to the Payroll Office and shall become effective on the first day of the pay period following the pay period in which the form is received by the Payroll Office.

- B. The Union will indemnify, defend, and hold the employer harmless against any claims and any suits instituted against the employer on account of any deductions of Union dues. The Union agrees to refund to the employer any dues paid to it in error.

### **3.4 Requests For Information**

The Employer shall furnish the Union, upon request, information required to perform its representation functions. Requests For Information (RFI) shall be made in writing

and directed to the Executive Director of Human Resources. The Executive Director of Human Resources or designee shall fulfill requests in a timely manner. If it is anticipated that the RFI cannot be fulfilled in a timely manner, the Executive Director of Human Resources or designee and a designated Union Representative will promptly discuss and agree upon a reasonable timeline to fulfill the RFI.

### **3.5 List of Representatives**

The Union will provide the Employer with a written list of the names of each current Union Representative. The Union will maintain the list. The Employer will not recognize an Employee as a Union Representative if their name does not appear on the list.

### **3.6 Paid Release Time**

Union representative will be granted a reasonable amount of time during their normal working hours to address contractual issues, including the handling of grievances, without loss of pay.

### **3.7 Use of Facilities**

- A. Washington Professional Staff United employees and Union Representatives shall have the right to use the Employer's buildings and equipment for meetings related to retention of the bargaining unit.
- B. No charge shall be made for the Union's use of campus facilities and equipment, which shall be used "as-is" and returned to their original condition upon conclusion of the meeting/event. Union meetings, when scheduled, shall not interrupt the regular operations of the College. General membership meetings of the Union shall be scheduled through Conference and Event Services and follow the regulations and procedures for use of campus facilities and equipment.
- C. The Union shall have use of campus administrative photocopiers and printers for the purposes of negotiations and administering the Collective Bargaining Agreement. Additional costs beyond a reasonable use associated with such use shall be borne by the Union.

### **3.8 Communication**

Professional Staff Employees and their affiliates shall have the right to post notices of Union activities and on matters of represented Professional Staff Employees concern on the Employer's designated bulletin boards and their virtual equivalents, designations of bulletin boards and their equivalents shall be made by the Labor Management Committee. Professional Staff Employees may use campus mailboxes, telephones, electronic mail, and online meeting portals for communication related to the representation of the bargaining unit.

### **3.9 Union Meetings**

Represented Professional Staff Employees shall be released to attend Union meetings so long as such meetings do not interfere with the Employer's regular work responsibilities and/or the College's normal operations, and work time is made up during that same week. Employees from across WCC shall be allowed to participate in person or via online technologies, if available, and at no additional cost to the College.

## **Article 4 Labor Management Committee**

### **4.1 Purpose**

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the Labor Management Committee (LMC) will be established. The purpose of the LMC is to provide communication between the parties and to share information, concerns, and potential solutions.

### **4.2 Committee Structure**

Either party may propose items for discussion on topics which may include, but are not limited to, administration of this Agreement, changes to applicable law, legislative updates, organizational change, improvement in systems and processes, resolving workplace and service delivery problems, quality of work life for Employees, and/or more productive and efficient service delivery.

- A. **Composition:** The LMC will consist of up to four (4) Employer representatives. The Union may have a union staff representative and up to four (4) Employee representatives. Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.
- B. **Participation:** The Union will provide the Employer with the names of its Committee members at least seven (7) calendar days in advance of the date of the meeting in order to facilitate the release of employees.

Employees attending Committee meetings during their work time will have no loss in pay provided this release time does not interfere with day-to-day operations of the institution. Attendance at meetings during Employee's non-work time will not be compensated nor considered as time worked. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the Employee's non-work time will not be compensated nor considered as time worked. The Union is responsible for paying any travel or per diem expenses of Employee representatives.

- C. **Meetings:** The LMC will meet quarterly. Additional meetings may be called by either party. Committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged three (3) business days prior to the meeting date. Late agenda items may result in delaying those specific items to the next meeting, at the request of either party. Each party may keep written records.

# **Article 5 Position Types, Descriptions and Vacancies**

## **5.1 Categories of Bargaining Unit Work**

Bargaining unit work is performed by Employees who occupy (A) Regular Positions, (B) Temporary Positions, (C) Grant Funded Positions, and (D) Interim Assignments.

## **5.2 Types of Positions**

- A. Regular Positions: A Regular Position is a Full-time or Part-time employment position which the College expects to have funding for the foreseeable future, without any currently known or currently anticipated termination.
- B. Temporary Positions: A Temporary Positions is a Full-Time or Part-Time position with a normal employment period of up to eighteen (18) months.
- C. Grant-funded Positions: A Grant-funded Position is a Full-Time or Part-Time position supported with grant funding for the fulfillment of grant project objectives. Grant-funded positions normally last only for as long as the funding is available, but not beyond the duration of the project.
- D. Interim Assignments: An Interim Assignment may be used to fill a Full-time or Part-time vacant position for up to eighteen (18) months. Upon completion of an Interim Assignment, the Employee has the right to return to their previous position and salary.

## **5.3 Position Descriptions**

- A. Each position shall have a position description, which will be available to the Employee and the Union upon request and shall be maintained in the Human Resources Office.
- B. Modifications to existing positions will be reviewed collaboratively with the affected employee no less than thirty (30) calendar days prior to the implementation date of a modification. The final modified position description shall be signed by the employer and the employee confirming review and receipt.
- C. The supervisor shall discuss the position description and evaluation process with an Employee who is newly hired into a position, within thirty (30) calendar days of beginning work in the new position.

## **5.4 Notice of Vacancies**

The college will post bargaining unit positions for a minimum of seven (7) calendar days, including email notice to all bargaining unit employees. Postings may be limited to current college employees at the discretion of the college. Qualified applicants from the bargaining unit shall be granted an interview for bargaining unit positions for which they apply.

## **5.5 Unit Work**

The college shall notify the Union in the event that a position is being considered for removal from or addition to the bargaining unit.

# **Article 6 Probation**

## **6.1 Duration**

- A. The first six (6) months of employment in a regular position covered by this Agreement shall be a probationary period, except that the Employer may extend an individual's probationary period, upon written notice to the Employee and the Union, by any number of days during which the Employee was on Shared leave, Leave Without Pay, or not meeting performance expectations.
- I. Employees who have been employed at the College for six (6) or more months prior to the date of the signing of this Agreement are considered to have passed their probationary period.
  - II. Employees who have been employed at the College for fewer than six (6) months prior to the signing of this Agreement shall be considered in a probationary period until six (6) months from their hire date.
  - III. The Employer may extend the probationary period for an individual Employee as long as the extension does not cause the total period to exceed nine (9) months. The Employer agrees to notify the Employee and the Union in writing when it intends to extend the probationary period of an Employee beyond six (6) months.
  - IV. Probation does not apply to any bargaining unit member who has already passed probation and has transferred into a new position in the bargaining unit. Instead, employees who voluntarily accept a different position within the bargaining unit will serve a trial period of six (6) consecutive months.
    - (1) An employee who does not successfully complete their trial period may return to their former position, if that position remains open.
      - (a) If the employee's former position is not open, the employee may be transferred to another open position for which the employee is qualified in lieu of separation at the sole discretion of the employer.
    - (2) An employee serving a trial period may voluntarily revert to their former position within fifteen (15) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The Employer may consider requests after the fifteen (15) day period.

## **6.2 Feedback During Probation**

- A. At least once during the Employee's probationary period, the Employer, or their designee, shall meet to give job performance feedback and provide guidance as necessary.
- B. If the probationary period is extended, a performance evaluation shall be conducted, and a performance improvement plan shall be established.

## **6.3 Employment Termination**

If an Employee is terminated during the probationary period, the reason for termination shall be provided in writing to the Employee and the Union. The termination of a probationary Employee shall not be subject to the Grievance Procedure in Article 20, Grievance Procedure.

# **Article 7 Personnel File**

## **7.1 General**

The College will maintain one official personnel file for each employee, showing a record of employment and such other information required for business and legal purposes with the Human Resource Offices. This shall not preclude maintenance of all lawful files and records as needed by the College.

## **7.2 Placement of Material in the File**

Employees will be provided a copy of all adverse material placed in the official personnel file. The employee or their representative may not remove any contents from the file; however, an employee may provide a written rebuttal or refuting documentation to any information in the file that they consider objectionable.

## **7.3 Removal of Adverse Material**

Information shall be retained in an employee's official personnel file for at least as long as required by applicable records retention laws and rules.

If there has been no action or complaint of the same or similar nature, the adverse material shall be removed after two (2) years from the date of placement unless it is demonstrated that such information may be related to a violation of federal or state law or regulations. The College President or designee shall consider a written request for the early removal of adverse material and advise the requesting party in writing of the action taken. The decision of the College President will not be subject to the grievance procedure.

- A. Timeliness: Adverse material more than two (2) years old shall not be used for disciplinary purposes unless there have been complaints of the same nature during those two (2) years.

#### **7.4 Right to Review and Make Copies**

With advance notice, an employee may view the contents of their personnel file. When viewing their file, an employee may be accompanied by another person. The employee may also give signed written permission to a designee to review their personnel file on their behalf.

The employee may request to receive a copy of the files' contents or to photocopy the contents in the presence of the person responsible for the file. Excessive copies may be subject to a fee.

### **Article 8 Performance Evaluations**

#### **8.1 General**

An employee will receive at least one (1) performance evaluation at or near the end of their first year of employment. Thereafter, an employee will receive a performance evaluation at least every other year.

#### **8.2 Purpose of Evaluations**

The performance evaluation process will be a participative and collaborative process to:

- A. review the employee's past performance
- B. establish future performance expectations
- C. recommend training/development needs
- D. identify other organizational support that the employee may need
- E. review current job description to ensure expectations and goals align with the position's description

#### **8.3 Plan for Improvement**

In the event an evaluation shows areas in need of further development, the employee and supervisor may proceed with the development of a plan for improvement designed to strengthen the areas identified. The plan for improvement will be developed jointly and may include desired outcomes, a timeline for evaluating progress and the resources available.

#### **8.4 Disciplinary Action**

Performance evaluations shall not be used to initiate disciplinary action.

#### **8.5 Retention**

Performance evaluations will be retained in an employee's official personnel file.

#### **8.6 Employee Copy**

An employee will receive a copy of the completed performance evaluation.

#### **8.7 Content Not subject to Grievance**

The content of a performance evaluation is not subject to the Grievance Procedure as outlined in Article 20, Grievance Procedure.

## **Article 9 Travel**

### **9.1 Reimbursement**

Employees required to travel in order to perform their duties shall be reimbursed for any preauthorized travel expenses after receipt of the properly completed request for reimbursement (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management (OFM) and College policies or procedures.

### **9.2 Travel Time**

Travel time will be considered time worked consistent with the Fair Labor Standards Act (FLSA).

Travel time will not be considered time worked when:

- A. The Employee is commuting between the Employee's home and their regular worksite.

## **Article 10 Health and Safety**

### **10.1 Responsibility**

- A. The Employer shall abide by safety and health standards in accordance with applicable state and federal law.
- B. All Employees shall comply with applicable safety and health practices and standards established by the Employer and the Washington Industrial Safety and Health Act (WISHA).
- C. All Employees of the College shall contribute to a healthy workplace including, not knowingly exposing co-workers, students and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to wear personal protective equipment or not to be in the workplace when Employees self-report contagious health conditions or an employee displays visible symptoms of a contagious illness, including but not limited to coughing, fever or excessive sneezing. When an Employee has been directed not to be in the workplace, an Employee may use Leave or may be permitted to work remotely with supervisor approval consistent with college policy.
- D. The Union shall work cooperatively with the Employer on safety and health related matters and encourage Employees to work in a safe manner.

### **10.2 Employer's Role**

- A. The Employer shall notify Employees in a timely manner of any unsafe or hazardous workplace condition that is known and take appropriate action. The Employer shall provide necessary:
  - I. personal protective equipment as required by an employee's position and related responsibilities.

- B. To provide a safe environment, WCC will take appropriate steps to mitigate unsafe or hazardous workplace conditions and provide employees with information regarding what response(s) are planned or have been taken. In the cases of airborne or waterborne contamination, WCC shall use available expertise to verify that the danger has been resolved. The Union and the affected employees will have access to all relevant reports.
- C. The College shall complete a comprehensive safety and security report annually by October 1<sup>st</sup>. The report will be shared with Union leadership and the campus community. At least once every two years, the Employer will provide Emergency Preparedness training, which will include how to respond in the event of an “active shooter.”

### **10.3 Employee’s Role and Reporting**

- A. In partnering with WCC, Employees shall endeavor to avoid unsafe work practices.
- B. Hazardous or unsafe work conditions shall be reported to a supervisor or another administrator. Once a hazardous or unsafe work condition is identified, the supervisor shall work with the employee on a resolution that allows them to resume work.

### **10.4 Safety Committee**

The employer shall expect participation on the Safety Committee by the union membership. The Union shall make recommendations for member participation on the safety committee which will be forwarded to the appropriate appointing authority for review and action, as necessary.

### **10.5 Workplace Violence/Hostile Work Environment**

The College is committed to its Employees safety and health. As such, workplace violence or a hostile work environment will not be tolerated. Workplace violence is violence or the threat of physical violence, which occurs at the work site. The Employer shall ensure that all Employees adhere to practices that are designed to make the workplace safe and secure.

Employees are encouraged to come forward with their concerns or complaints about workplace violence or hostile work environment and report them to the Human Resources Office and through the College's reporting system. The College shall investigate and resolve applicable complaints in alignment with Title IX regulations and other state and federal laws. Retaliation against any individual for making a complaint or cooperating in an investigation shall not be tolerated.

# **Article 11 Compensation and Pay Practices**

## **11.1 State Salary Increases**

On an annual basis, the College shall increase the first step of each salary band by the same percentage as the general compensation increase appropriated by the State Legislature to Non-represented/Exempt Employees via Cost of Living Adjustments (COLAs) or other methods. The percentage between steps on each salary band shall be 2.5%.

## **11.2 Salary Schedule**

- A. The Parties adopt the Salary Schedule as Appendix A.
- B. Effective the first day of the month following ratification by both parties, each Employee shall be placed on the Salary Schedule (Appendix A) consistent with their position's category band, at the step closest to Employee's current salary. No Employee shall be placed at a salary step that is less than their current salary. Employees whose wage exceeds their position's category wage band will remain off scale, receiving COLA only, until their category wage band includes their wage. They will then be placed into their band consistent with the above.
- C. Beginning July 1, 2026, Employees shall receive a step increase annually, effective the first day of the month that includes their hire date into their current category, until they have reached the maximum step of their range.
- D. Promoted employees shall move to the step at the new band for their category that reflects a wage increase of at least 4.8%.
- E. Effective the first day of the first pay period following ratification of this initial contract, every member in active status will receive a one-time \$500.00 lump sum payment.

## **11.3 Additional Language Premium**

Employees whose job description specifies a required or preferred minimum qualification to demonstrate proficiency in speaking and/or writing more than one (1) language shall receive premium pay of five percent (5%) of their salary. Proficiency may be demonstrated through an employee attestation form or third-party testing agency contracted and paid for by the employer.

## **11.4 Additional Compensation for Temporary Duties**

Compensation for additional temporary duties requires approval by the appropriate Cabinet member and must include clear documentation of the temporary duties warranting additional compensation. Employees who are temporarily assigned duties and responsibilities of a higher-level category for more than fifteen (15) consecutive business days shall be notified in writing and shall be paid at the step of the range for the temporary category that is nearest to 4.8% higher than the amount of the Employee's current step and range.

Additional compensation under this Section shall not factor into overtime exempt eligibility and shall not exceed twelve (12) months.

### **11.5 Temporary Employees**

The Employer may determine the compensation rate of a Temporary Employee, making a reasonable attempt to be consistent with the hourly rate(s) of the position(s) most closely corresponding to the temporary work, while also reflecting the impermanence and any lack of benefits.

### **11.6 Overtime-Eligible Employees**

Employees will be eligible for overtime compensation, as determined by federal and state law and policy, and as stated by the Washington State Department of Labor and Industries. Overtime is defined as time that an overtime-eligible Employee works in excess of forty (40) hours per work week. For purposes of computing overtime, the workweek begins at 12:00am Sunday and concludes at 11:59pm Saturday.

Employees who have prior approval and work more than forty (40) hours in a work week shall be compensated at the overtime rate. Overtime shall be paid at the rate of time and one-half (1.5) for all overtime-eligible employees covered by this Agreement.

### **11.7 Salary Overpayment Recovery**

- A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice, via email, to the employee that will include the following items:
  - 1. The amount of the overpayment;
  - 2. The basis for the claim; and
  - 3. The rights of the employee under the terms of this Agreement.
- B. Method of Payback The employee must choose one (1) of the following options for paying back the overpayment:
  - 1. Voluntary wage deduction;
  - 2. Cash; or
  - 3. Check.

The Employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The Employee and the Employer may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the Employer and employee can agree to an amount that is more than the five percent (5%).

If the Employee fails to choose one (1) of the three (3) options described above within the timeframe specified in the Employer's written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages over a period of time equal to the number of pay periods during which the overpayment was made. Any overpayment amount still outstanding at separation of employment will be deducted from the earnings of the final pay period.

- C. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 20 of this Agreement.

## **Article 12 Medical Insurance and Retirement Benefits**

### **12.1 Medical Insurance Benefit**

The Employer shall contribute an amount as determined by the Public Employees Benefits Board (PEBB) annually for benefits. The Employer shall deduct any Employee contributions necessary to fully fund PEBB coverage. As determined by the PEBB, this insurance may include dental, vision, life and long-term disability insurance coverage.

### **12.2 Retirement Benefit**

Employees may participate in retirement plans in accordance with the rules established by the Washington State Department of Retirement Systems (DRS) and the State Board for Community and Technical Colleges (SBCTC).

## **Article 13 Holidays**

### **13.1 Holidays**

- A. The College is closed on the following legal holidays, established by WAC 357-31-005 or as otherwise adjusted by the Board of Trustees, and employees receive pay consistent with WAC 357-31-025:
- The first day of January (New Year's Day);
  - The third Monday of January (Martin Luther King Jr.'s birthday);
  - The third Monday of February (Presidents' Day);
  - The last Monday of May (Memorial Day);
  - The nineteenth day of June (Juneteenth);
  - The fourth day of July (Independence Day);
  - The first Monday in September (Labor Day);
  - The eleventh day of November (Veterans Day);
  - The fourth Thursday of November (Thanksgiving Day);
  - The Friday following Thanksgiving Day (Native American Heritage Day); and,
  - The twenty-fifth day of December (Christmas Day).
- B. The College may be closed on other designated days. For such designated days, the college will provide no less than 90 calendar days' notice. The Employer may require Employees to take Vacation Leave, Compensatory Time, Personal Holiday, or Leave Without Pay on those days.
- C. Whenever a holiday falls on Sunday, the holiday shall be observed on the following Monday. When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday.
- D. When a holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an alternate day off.

### **13.2 Personal Holidays**

- A. Effective November 12, 2025, each employee shall be granted a total of two (2) personal holidays in each calendar year of employment (prorated if contracted less than full time). Personal holiday is paid in accordance with WAC 357-31-060.

Effective 1/1/2026, each employee shall be granted a total of three (3) personal holidays in each calendar year of employment (prorated if contracted less than full time). Personal holiday is paid in accordance with WAC 357-31-060.

Effective 1/1/2027, each employee shall be granted a total of four (4) personal holidays in each calendar year of employment (prorated if contracted less than full time). Personal holiday is paid in accordance with WAC 357-31-060.

- B. Personal Holiday days must be used within the calendar year; days may not be carried over from year to year; days have no cash value upon separation from employment; and they may be donated to another Employee approved for Shared Leave.
- C. Personal Holidays must be requested, approved/denied, and reported through the time keeping system.

## **Article 14 Vacation**

### **14.1 Vacation Leave Accrual**

- A. Employees in a full time 12-month position accrue vacation at the rate of 16 hours per month of service. Employees in a full-time position for less than 12 months will accrue vacation at the same rate for each month of service during the contracted months. Employees scheduled to work less than 40 hours per week will accrue on a prorated basis.
- B. Vacation leave is earned after the completion of each month the employee is in paid status for ten (10) or more days in the month.

### **14.2 Vacation Leave Approval and Reporting**

- A. The use of Vacation Leave requires advanced approval from the Employee's supervisor.
- B. When considering requests for vacation leave the College will take into account the desires of the employee but may require that leave be taken at a time convenient to the College. The College may provide notice to employees when anticipated staffing needs may result in minimal approval of vacation leave requests.
- C. An employee will not request or be authorized to take scheduled vacation leave if they will not have sufficient vacation leave to cover such absence at the time the leave will commence.
- D. Vacation Leave must be requested, approved/denied, and reported through the time keeping system.

### **14.3 Vacation Leave Maximum Accrual**

Vacation Leave may accumulate, but such accumulation may not exceed three hundred twenty (320) hours on an employee's anniversary hire date of each year unless an extension has been approved. If operational necessity requires, a written request for extension may be approved at the discretion of the President.

### **14.4 Vacation Leave Transferability**

- A. Vacation Leave earned while working for a Washington State agency or institution of higher education may be transferred to WCC, up to a maximum of two hundred eighty (280) hours, per RCW 43.01.040.
- B. Likewise, an Employee transferring from WCC to another Washington State agency or institution of higher education may have their Vacation Leave balance transferred to their new employer, up to a maximum of two hundred eighty (280) hours, per RCW 43.01.040.

### **14.5 Separation/Retirement and Buyout**

An employee who separates from the College for any reason shall receive cash compensation for accrued vacation leave. Compensation shall be based on the employee's salary at the time of separation. In addition, the estate of a deceased employee will be entitled to payment for each full day of accrued vacation leave.

## **Article 15 Sick Leave**

### **15.1 Sick Leave**

- A. All full-time Employees accrue eight (8) hours of Sick Leave for each month of employment.
- B. To be eligible for sick leave accrual, employees must not be in unpaid status for more than 80 hours in the month.
- C. Employees working less than full-time shall accrue sick leave on a pro-rata basis.
- D. The use of sick leave shall be allowed under the following conditions:
  - I. For personal illness, temporary disability or injury, including illness or disability resulting from pregnancy and/or childbirth;
  - II. For personal health care appointments or for family members' appointments when the presence of the Employee is required;
  - III. Because of illness or injury of a family member that requires the Employee's presence to provide short-term care or to make arrangements for extended care; or,
  - IV. Sick leave use, in addition to bereavement leave, is limited to five (5) days for the death of a family member as defined in Article 16.3 Bereavement Leave.
- E. Sick leave exceeding five (5) consecutive work days shall run concurrently with Family Medical Leave as specified in the Family Medical Leave Act (FMLA) Administrative Procedure.

## **15.2 Parental Leave**

- A. A qualifying Employee may take Parental Leave of up to twelve (12) consecutive calendar weeks under the Family and Medical Leave Act (FMLA), and up to an additional eighteen (18) calendar weeks under the Washington Paid Family and Medical Leave (PFML). These leave types may run consecutively or concurrently. Employees are encouraged to consult with HR on their specific situation. See also, Article 15.8, Family and Medical Leave and Article 16.5, Shared Leave.

This Leave is available to qualified employees for:

- a) The birth of a child of the Employee;
  - b) To provide care for a newborn of the Employee; or,
  - c) The placement of a child with the Employee for adoption or foster care.
- B. Remuneration
    - I. During approved Parental Leave, the Employee may use any combination of Vacation Leave, Personal Leave/Holiday, or Leave Without Pay not to exceed 100% of regular earnings when combined with PFML.
    - II. Sick Leave may only be used in circumstances identified in Sick Leave section 15.1 where the Employee or spouse/domestic partner is disabled due to child birth. Use of Sick Leave may require medical certification.
  - C. Parental Leave runs concurrently with Family Medical Leave and may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement.

## **15.3 On the job Injuries/Illness**

- A. Employees sustaining on the job injuries or illnesses may be eligible for time-loss payments in accordance with RCW 51.32.090.
- B. Employees receiving time-loss payments may select from the following options:
  - I. Receive time-loss payments exclusively;
  - II. Use accrued paid Leave exclusively.

## **15.4 Leave Transferability**

Sick Leave earned while working for a Washington State agency or institution of higher education may be transferred to WCC in accordance with Washington statute. Upon request by the employee, the Payroll Office will request a transfer of the Sick Leave balance from the previous employer. Likewise, an Employee transferring from WCC to another Washington State agency or institution of higher education may have their leave balances transferred to their new employer consistent with statute and that employer's policies and practices.

## **15.5 Separation/Retirement**

- A. Accumulated Sick Leave has no cash value upon separation. Employees who return to eligible service within five (5) years of separation will have their Sick Leave balance restored or transferred to another eligible employer.

- B. Contingent upon a vote by all Professional Staff to authorize continuation of the VEBA Program, upon retirement, accumulated Sick Leave shall be transferred to a VEBA at a rate of twenty-five percent (25%) as specified by the VEBA Medical Benefits Plan Administrative Procedure. If there is no VEBA requirement in place, Employees shall receive payment for their accumulated Sick Leave at a rate of twenty-five percent (25%) as specified by OFM.

### **15.6 Attendance Incentive Program**

In January of the year following a year in which a minimum of sixty (60) days of Sick Leave is accrued, and each following January, an eligible Employee may exercise an option to receive remuneration for unused Sick Leave accumulated in the previous year at a rate equal to one day's monetary compensation of the Employee for each four (4) full days of accrued Sick Leave in excess of sixty (60) days. Sick Leave for which compensation has been received shall be deducted from accrued Sick Leave at the rate of four (4) days for every one day's monetary compensation.

### **15.7 Restoration of Vacation Leave**

In the event an Employee is injured or becomes ill while on Vacation Leave, the Employee may submit a written request to use Sick Leave and have the equivalent amount of Vacation Leave restored. The Employer may require written medical certification.

### **15.8 Family Medical Leave Act (FMLA)**

- A. All requests for Family/Medical Leave shall be administered under the guidelines of the federal Family Medical Leave Act of 1993 (FMLA). Eligible Employees shall be entitled to a total of twelve (12) work weeks of absence during a twelve (12) month period for one or more of the events cited below:
- I. The birth of a child and to care for the newborn child within one year of birth;
  - II. The placement with the Employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - III. To care for the Employee's spouse, child, or parent who has a serious health condition;
  - IV. A serious health condition that makes the Employee unable to perform the essential functions of the Employee's job;
  - V. Any qualifying exigency arising out of the fact that the Employee's spouse, child, or parent is a covered military member on "covered active duty;" or
  - VI. Twenty-six (26) work weeks of Leave during a single twelve (12) month period to care for a covered service member with a serious injury or illness if the eligible Employee is the service member's spouse, child, parent, or next of kin (Military Caregiver Leave).

## B. Eligibility

An eligible Employee is one who has worked for WCC for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period.

## C. Other Provisions

When it is determined that an Employee's leave meets the eligibility requirements under FMLA, the Employer shall notify the Employee that part or all of the requested Leave falls under FMLA requirements. An eligible Employee may take up to twelve (12) weeks of Leave during a twelve (12) month period. The Employer will measure the twelve (12) month period forward from the date the requesting Employee's first FMLA Leave begins. The Employee's next FMLA Leave year will begin the first time FMLA Leave is taken after completion of the previous twelve (12) month period.

The Employer shall require medical certification for Leave under FMLA. Employees may use any combination of paid or unpaid leave to which they are entitled toward the FMLA entitlement. Employee absences shall be granted on an intermittent or reduced schedule at the Employee's request, when medically documented. Employees granted FMLA leave are required to give timely notice of intent to return. Upon returning to work after the Employee's own FMLA-qualifying illness, the Employee is required to provide a fitness for duty certificate from a health care provider. The Employer shall maintain its portion of paid medical benefits during the FMLA period, even if the Leave is unpaid. When the Employee returns to work from FMLA, the Employee has the right to return to the same position or a position equivalent to the one the Employee held when Leave commenced.

## **15.9 Paid Family and Medical Leave**

A qualifying Employee may take family and/or medical leave in accordance with the Washington Paid Family and Medical Leave Act, RCW 50A. Leave generally will coincide and run concurrently with FMLA Leave. For bargaining unit members, this program and its eligibility criteria are managed by Washington's Employment Security Department (ESD).

## **Article 16 Miscellaneous Leaves**

### **16.1 Military Leave**

The college will comply with all current laws related to military leave.

### **16.2 Civic Duty Leave**

Leave of absence with pay shall be granted to an Employee to serve on Jury Duty, to serve as a Trial Witness, or to exercise other subpoenaed civil duties. An employee will be allowed to retain any compensation paid to them for their jury duty service. If the employee is a plaintiff or defendant in a case not related to their employment, there shall be no compensation. An Employee shall inform the Employer when notified of a

jury summons or subpoenaed civil duties and shall cooperate in requesting a postponement of Jury Duty Service if warranted by business demands.

### **16.3 Bereavement Leave**

Paid leave in addition to sick and vacation leave shall be granted for bereavement. Up to five (5) days of bereavement leave will be granted for each death of a family member.

- A. "Family member" is defined as: spouse or domestic partner; parent, stepparent, parent-in-law, or parent of spouse or domestic partner; sibling or stepsibling; child, stepchild, or child in the custody of and residing in the home of the employee; grandparent; great grandparent; grandchild; great grandchild; or person with a significant kinship relationship to the employee, whether or not that person would fall under a strict definition of immediate family.

### **16.4 Domestic Violence Leave**

In accordance with the Domestic Violence Leave Act, RCW 49.76, Leave Without Pay, including intermittent leave, will be granted to an Employee who is a victim of domestic violence, sexual assault, or stalking. Family members of a victim of domestic violence, sexual assault or stalking shall be granted Leave Without Pay to assist the Victim in obtaining treatment or seeking help.

- A. Family member for the purpose of Domestic Violence Leave includes child, spouse, parent, parent-in-law, grandparent or a person with whom the Employee has a dating relationship. The college may require verification from the Employee requesting leave.

### **16.5 Shared Leave**

- A. The purpose of the Washington Shared Leave program (RCW 41.04.665) is to permit WCC employees to come to the aid of another WCC Employee who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause the Employee to take Leave Without Pay or terminate their employment, and the Employee has depleted, or will shortly deplete, their Leave reserves.
- B. The Employee in need of Leave shall submit to the Human Resources Office prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the Employee's required absence, and the expected date of return to work. The Employer shall determine the amount of Leave, if any, which an Employee may receive under these rules, not to exceed five hundred and twenty-two (522) days.
- C. The Employer agrees to consider other methods of accommodating the Employee's needs, such as modified duties, modified hours, flextime, telework (per Board Policy 497), or special assignments in lieu of Shared Leave Use.

## **16.6 Leave Without Pay**

- A. Reasons for Leave Without Pay (LWOP) may be allowed for reasons such as:
- Disability;
  - Leave for government service in the public interest;
  - Parental Leave;
  - Family or household care emergencies;
  - Serious health condition of an eligible Employee's child, spouse, or parent; or,
  - To mitigate the consequences of victims of domestic violence, sexual assault or stalking.
- B. Requests in Writing: Requests for planned Leave Without Pay must be submitted in writing and approved by the appropriate supervisor and the Human Resources Office.
- C. Duration of LWOP: Leave Without Pay extends from the time an Employee's Leave commences until the Employee is scheduled to return to continuous service, unless at the Employee's request, the appropriate administrator agrees to an earlier date. Leave Without Pay shall not exceed twelve (12) months.
- D. Return to Work: An Employee shall return to work at the same rate of pay in the same or comparable position.

## **Article 17 Emergency Closure**

### **17.1 Emergency Closure**

When campus is closed by the president or designee for weather or other emergency, union employees may choose:

- Leave without pay
- Accrued vacation time
- Accrued compensatory time
- Work remotely, if duties allow and supervisor approves.

## **Article 18 Remote Work**

- A. The Employer defines remote work as: working at an alternate work site such as a private residence or other secure location that is not the represented Employee's official working location.
- B. With prior supervisor approval, employees can work remotely for up to one days per week, and/or for an approved extended time period.
- C. Remote work is a workplace alternative available through a mutually agreed-upon arrangement between the Supervisor and Staff member. The arrangement shall meet the business needs of the College. During times of reduced campus

activity (ie. summer and winter recess) preferential consideration will be given to requests to work remotely. Remote work shall not negatively impact the College's service to students, adversely impact other faculty and staff, interfere with the efficient conduct of daily College business, or the Employee's ability to perform the functions of their job.

## **Article 19 Separation and Reduction in Force**

### **19.1 Termination for Cause**

- A. An employee may be dismissed for just cause at any time. Dismissal for just cause may be appealed through the grievance procedure contained in Article 20.
- B. The parties recognize that bargaining unit employees perform representative roles at the College that require substantial trust in their judgement; in extreme and egregious situations, immediate termination with cause may be appropriate without warning and notice.

### **19.2 Separation Without Cause**

Upon withdrawal or expiration of grant funds, Grant-funded Employees will be separated from employment without cause.

### **19.3 Reduction of Schedule for Regular Employees**

College Initiated Reduced Schedule: The Employer may temporarily or permanently reduce the work schedule (work hours and/or workdays) of an Employee due to lack of funding, lack of work, and/or reorganization. The Employer shall give at least thirty (30) calendar days' advance written notice of any such reduction to both the Employee and the Union. Upon request, the Employer will meet promptly, within ten (10) workdays of the request, with both the Employee and the Union to discuss this.

### **19.4 Reduction in Force**

- A. In the event the college reorganizes or terminates programs or services, the WCC Board of Trustees declares a financial emergency, or the State Board for Community and Technical Colleges (SBCTC) declares a financial emergency, Reduction in Force (RIF) procedures may be applied to union positions. Employees whose positions are being eliminated shall be given written notice at least sixty (60) calendar days prior to the change, with a copy to the Union.
- B. In the case of a RIF, the Employer reserves the right to laterally transfer Employees who meet the minimum qualifications for any vacant position within the bargaining unit to avoid layoff. Transferred employees whose current salary falls within the new position's wage scale will retain their current salary. If the new position is at a lower salary scale, the employee will be paid at the maximum of that scale. If the new position is at a higher salary scale, the employee will be paid no less than the minimum of that scale.

## **19.5 Seniority**

Seniority means the earliest or earlier hire date in continuous service at the College, excluding any temporary employment, student workers, and any unpaid leave time that is not specifically protected by law.

## **19.6 Order of Layoff**

Employees shall be laid off based on job description in order of least seniority to most seniority within their applicable wage category.

## **19.7 Layoff Procedures**

- A. Employees being laid off or whose hours have been reduced will be provided at least one (1) option within the bargaining unit:
  - I. A comparable funded vacant position for which the employee has the skills and abilities, within their current permanent wage category.
  - II. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent wage category.
  - III. A comparable funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a wage category in which the employee has held permanent status.
  - IV. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a wage category in which the employee has held permanent status.
- B. Employees transferring into a vacancy or alternative position, will be transitioned between their existing role and the new role on a schedule determined by the college, not to exceed the sixty (60) day notice period.
- C. RIF notifications to impacted employees shall be made in a confidential setting and Employees shall be relieved of duty for the remainder of their shift following the RIF notification at the Employee's discretion.
- D. Upon the Employee's request, the Employer shall provide a written statement that the termination is not due to the fault of the Employee.

# **Article 20 Grievance Procedures**

## **20.1 Purpose**

The parties support the resolution of problems at the lowest possible level and to that end encourage informal discussions to resolve problems without the Grievance Procedure. Prior to initiating a grievance, the aggrieved party is encouraged to discuss the matter with their immediate supervisor. If requested, a Union representative will be included in the discussion. Resolutions from pre-grievance discussions shall be consistent with the terms of this agreement and shall not be precedential. However, for situations when disputes have not been resolved informally, this Grievance Procedure provides a process for the prompt and fair resolution of grievances. The procedure shall be the exclusive means of resolving grievances.

## **20.2 Definition**

A grievance is an allegation by an employee or group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this agreement. The term “grievant” as used in this Article includes the term “grievants”.

## **20.3 Who May File and Contents**

A Union Representative or bargaining unit member(s) may file a grievance. In order to be processed, the grievance must state the following for each alleged violation:

1. the specific provision(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
2. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred;
3. the name(s) of the employee(s) impacted;
4. the name of the employee(s) or union representative filing the grievance;
5. the steps taken to resolve the claim informally; and
6. the remedy sought.

Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step One of Article 20.8.C.1.

## **20.4 Form and Where to File**

All grievances and requests for arbitration filed under this Article shall be in writing, and may be submitted via email. A grievance shall be filed with the Employer's Human Resources Office.

Unless mutually agreed, grievances alleging multiple contract violations that do not arise out of a nucleus of common facts must be submitted, and will be processed, separately.

## **20.5 Time Computations**

- A. Days are defined as calendar days. Timelines will be counted by excluding the first day and including the last day, except when the last day falls on a Saturday, Sunday, closure day or holiday, the last day will be the following College business day. Timelines will apply to the date of receipt. Documents filed after 5:00 pm on a scheduled business day, or on a Saturday, Sunday, closure day or holiday will be considered received on the following College business day.
- B. Paid release time will be provided to the grievant(s) and union steward in compliance with Article 3.5 List of Representatives. Following the initial filing of a grievance, the timelines herein may be extended in writing by mutual agreement.

## **20.6 Timeline for Filing**

A grievance must be filed within thirty (30) days of the earliest date(s) on which either an affected Employee or the Union knew or reasonably should have known of the event(s) giving rise to the grievance.

## **20.7 Failure to Meet Timelines**

Failure by the Union or a member to comply with a timeline shall constitute a withdrawal of the grievance. Failure by the Employer to comply with a timeline shall entitle the Union to move the grievance to the next step of the procedure.

## **20.8 Steps in Internal Processing of Grievance**

- A. Resolution: If the Employer provides either the requested remedy or an agreed-upon alternative remedy, the grievance shall be considered resolved and will not be moved to the next step.
- B. Consolidation of Grievances: Any procedure prescribed by this Article may be modified or bypassed for a specific grievance by written agreement of the parties. Separate grievances which arise out of the same or similar facts may be consolidated.
- C. Internal Processing Steps
  - I. Step One  
If the issue is not resolved informally, the Union or member shall submit the grievance to the Executive Director of Human Resources (EDHR) or the Human Resources representative designated by the EDHR. The EDHR or designee shall seek to confer with the Union representative or Employee who filed the grievance (or other representative designated by the Union President) within twenty-one (21) days of receipt of the grievance, unless waived by the union. The EDHR will respond in writing to the grievance within fourteen (14) days from the date of the meeting or from the date the meeting was waived. Both parties shall try in good faith to resolve the matter.
  - II. Step Two  
Should Step One fail to resolve the grievance, within fourteen (14) days following receipt of the Step One response, the union may advance the written grievance to the College President or designee. The College President or designee will meet in person or, confer by video or telephone conferencing with a Union Representative or AFT Staff Representative and the grievant within twenty-one (21) days of receipt of the appeal, unless waived by the Union. The College President or designee will respond in writing to the Union within twenty-one (21) days after the meeting, or from the date the meeting was waived. If a Human Resources designee is selected, it will not be the same designee who heard the grievance at Step One. The Employer will arrange the Step Two grievance meeting. In the event that the grievant does not attend the meeting, the Union will present the grievance on the grievant's behalf.

Both parties shall try in good faith to resolve the matter. This response will constitute the College's final internal decision.

III. Step Three Optional Alternative Resolution Methods

- a) If the grievance is not resolved at Step Two, the Union may request grievance mediation. The request for mediation will be submitted within twenty-one (21) days of receipt of the College's Step Two response in writing to the EDHR. If agreed, the parties will see the appointment of a grievance mediator by the Public Employment Relations Commission (PERC), under WAC 391-55-020 and/or another applicable rule. If the matter is not resolved in mediation or, if the College rejects the request for mediation in writing, the Union may submit a written demand for arbitration within fourteen (14) days of the final mediation meeting or the College's rejection of mediation.
- b) At any time during the grievance process, the parties may use alternative methods to attempt to resolve the dispute, and for that purpose may agree to suspend any timeline under this Article. If no resolution is reached in the alternative resolution process, either party may resume the grievance process from the point at which it was suspended through notice to the other party.
- c) Any expenses and fees of alternative resolution methods will be shared equally by the parties, except each party is responsible for the costs of its staff representatives and all other costs related to the development of its grievance.

IV. Step Four Arbitration

- a) Arbitrator Selection
  1. Arbitrator Selection. The parties may mutually agree upon an arbitrator. With mutual agreement, the parties may choose to obtain the list of arbitrators from the Federal Mediation and Conciliation Service, the Washington State Public Employment Relations Commission, or may mutually agree on a specific arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association. Within seven (7) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining

arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

Under no circumstances may an individual grievant take a grievance to arbitration.

2. Arbitration Rules. The Parties shall follow the applicable arbitration rules of the selected arbiter (e.g. AAA, FMCS, PERC, etc).
3. Authority of Arbitrator. The arbitrator shall:
  - a. Have no authority to add to, subtract from, modify, or rule contrary to any provision in this Agreement;
  - b. Be limited in their decision to the specific claim of violation and specific article and section of this Agreement stated in the initial grievance, unless the parties have agreed to modify it;
  - c. Not make any award which provides an Employee with compensation greater than would have resulted in the absence of a violation; and,
  - d. Not direct the Employer to modify staffing levels or cause an Employee to work overtime.
4. Arbitrability. Unless otherwise agreed by the parties, if the employer has challenges to the procedural arbitrability of a grievance, those challenges shall first be heard and resolved by the same arbiter in a proceeding separate from and prior to arbitration on the merits of the grievance.
5. Effect of Decision. The arbitrator's decision will be final, conclusive, and binding upon the College, the Union, and the grievant(s).
6. Cost. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties. The costs of any postponements or cancellations will be: (1) shared equally, if mutually agreed upon; or (2) if caused by one party, borne by that party. A party who requests a court reporter shall pay that reporter's fee. A party who orders a transcript shall provide a free copy to the arbitrator. If the other party then desires a copy, it will pay for half of the court reporter fee, half of the transcript, and its own copy. Otherwise, each party is responsible for all of its own costs, including attorneys, staff representatives, witnesses, and travel.
7. Maintenance of Files. Documents and records relating to any grievance and/or arbitration will be maintained separately from Employee personnel files.

## **Article 21 No Strike No Lock Out**

### **21.1 No Strike No Lock Out**

The College and the Union understand that the right to strike is not granted to Public Employees per RCW 41.56.041.

The Employer and the Union acknowledge that this Agreement provides, through the Grievance Procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the Parties agree that the public interest requires the uninterrupted performance of all College services and to this end, pledge to prevent or eliminate any conduct contrary to that objective.

## **Article 22 Scope of Agreement**

### **22.1 College Policies and Regulation**

This Agreement supersedes specific provisions of College policies with which it conflicts. Unless superseded by a specific provision of this Agreement the College's policies rules, regulations and procedures, as currently written or amended will apply to all employees. The College will notify the Union of any newly created or revised policies affecting mandatory subjects of bargaining.

### **22.2 Entire Agreement**

This Agreement constitutes the entire agreement between the parties, and it supersedes any prior written or oral agreements regarding AFT Washington Professional Staff Unified wages, hours or working conditions.

### **22.3 Severability/Savings Clause**

This Agreement is subject to the law as it currently exists or is hereafter amended. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision will become invalid and unenforceable, but all of the remaining provisions of the Agreement that are not rendered meaningless, inoperable or ambiguous as a consequence of the court's or administrative body's ruling shall remain in full force and effect. The parties shall meet as soon as practicable to negotiate in good faith with respect to the effects of any term or provision of this Agreement found to be in contravention of the law.

### **22.4 Bargaining Changes to Mandatory Subjects**

Except as provided in this Agreement or by applicable law, the College will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject as per RCW 41.56.021. The Employer will notify the Union thirty (30) days in advance of the proposed changes and the Union may request discussions about and/or negotiations on the impact of these changes on member's working conditions. The Union will notify the ED of Human Resources in writing of any demands to bargain. In

the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days of the notice, the College may implement the changes without further discussions and/or negotiations. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. There may be emergency or mandated conditions that are outside of the College's control requiring immediate implementation, in which case the College will notify the Union as soon as possible.

## **Article 23 Contract Duration**

### **23.1 Term of Agreement**

This Agreement shall remain in full force and effective from November 12, 2025, to and including June 30, 2028.

### **23.2 Successor Agreement**

Either party may request negotiations of a Successor Agreement by notifying the other party in writing prior to expiration. If such notice is given, negotiations will begin at a time agreed upon by the parties.

Executed this 12<sup>th</sup> day of November, 2025, for

FOR THE UNION

FOR THE EMPLOYER



Bob Downing, Staff Representative  
Whatcom Community College  
AFT Washington Professional  
Staff United



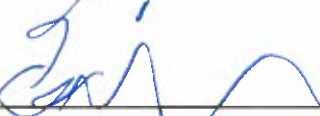
Jeff Fairchild, Chair  
Whatcom Community College  
Board of Trustees



Ro McKernan, Union Bargaining  
Committee Member



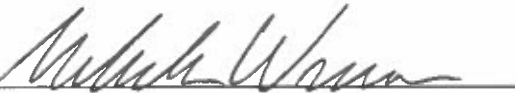
Russ Nelson, Union Bargaining  
Committee Member



Finn Parker, Union Bargaining  
Committee Member



Shannon Vacek, Union Bargaining  
Committee Member



Mikaila Wireman, Union Bargaining  
Committee Member

## Appendix A

1 Coordinator							
	1	2	3	4	5	6	7
Now	\$50,000	\$51,250	\$52,531	\$53,845	\$55,191	\$56,570	\$57,985
7/1/26 +2%	\$51,000	\$52,275	\$53,582	\$54,921	\$56,294	\$57,702	\$59,144
7/1/27 +2%	\$52,020	\$53,321	\$54,654	\$56,020	\$57,420	\$58,856	\$60,327
2 Advisor							
	1	2	3	4	5	6	7
Now	\$55,498	\$56,885	\$58,308	\$59,765	\$61,259	\$62,791	\$64,361
7/1/26 +2%	\$56,608	\$58,023	\$59,474	\$60,961	\$62,485	\$64,047	\$65,648
3 Manager							
	1	2	3	4	5	6	7
Now	\$61,942	\$63,491	\$65,078	\$66,705	\$68,372	\$70,082	\$71,834
7/1/26 +2%	\$63,181	\$64,760	\$66,379	\$68,039	\$69,740	\$71,483	\$73,270
4 Associate Director							
	1	2	3	4	5	6	7
Now	\$65,621	\$67,262	\$68,943	\$70,667	\$72,433	\$74,244	\$76,100
7/1/26 +2%	\$66,933	\$68,607	\$70,322	\$72,080	\$73,882	\$75,729	\$77,622
5 "Program" Director							
	1	2	3	4	5	6	7
Now	\$75,636	\$77,527	\$79,465	\$81,452	\$83,488	\$85,575	\$87,715
7/1/26 +2%	\$77,149	\$79,077	\$81,054	\$83,081	\$85,158	\$87,287	\$89,469
6 IT Administrator/Analyst/Specialist							
	1	2	3	4	5	6	7
Now	\$77,516	\$79,454	\$81,440	\$83,476	\$85,563	\$87,702	\$89,895
7/1/26 +2%	\$79,066	\$81,043	\$83,069	\$85,146	\$87,274	\$89,456	\$91,693
7 IT Senior Administrator/Developer							
	1	2	3	4	5	6	7
Now	\$92,714	\$95,032	\$97,408	\$99,843	\$102,339	\$104,897	\$107,520
7/1/26 +2%	\$94,568	\$96,932	\$99,356	\$101,840	\$104,386	\$106,995	\$109,670

\* Two (2) Percent COLA notated for 7/1/2026 is pending legislative approval of the 2026-2027 supplemental budget.