ARTICLE 6 - HOURS OF WORK

6.1 Definitions

H. Telework

Telework is the practice of performing required job functions from an alternate work site approved by the college/district in accordance with its policy and procedure. Telework is a practice requiring mutual agreement of the employee and the college/district.

6.3 Overtime-Eligible Positions—Schedules

B. Alternate Work Schedules Workweeks and work shifts of different numbers of work hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state requirements. Prior to assigning employees to alternate work schedules, the Employer will seek volunteers with the necessary skills and abilities who are qualified to perform such assignments. If more than one (1) volunteer has the necessary skills and abilities and is qualified to perform such assignments, seniority will be the determining factor in making the assignment. The Employer will not adjust the workday or the employee's workweek to avoid the payment of overtime or accrual of compensatory time, unless requested by the employee.

6.8 Overtime-Eligible Employees - Positive Time Reporting

Overtime-eligible employees will accurately report time worked in accordance with a positive time reporting process as determined by each Employer. Supervisors will not enter time for employees, unless requested by the employee or the employee is unable to submit prior to cut off date or incapacitated.

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ARTICLE 8 - TRAINING AND EMPLOYEE DEVELOPMENT

8.6 Master Agreement Training

- A. The Employer and the Union agree that training for managers, supervisors and shop stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current shop stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- B. The Union will present the training to current shop stewards within the bargaining unit. The shop stewards will be released with pay on one (1) occasion for up to four (4) hours to attend the training. The training will be considered time worked for those shop stewards who attend the training during their scheduled work shift. The Employer may approve leave in accordance with Article 38.8 for additional time for those shop stewards who attend the training during their scheduled work shift. Shop stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of shop stewards attending each session.
- C. The Employer will arrange training on this Agreement for all bargaining unit employees no less than once per contract year. The Employer and the Union recognize the value of and encourage joint training when possible. Each party shall be responsible for naming their own trainer. When the Employer provides new employee orientation online, the Employer agrees to provide each new employee with an orientation package by the Union.

8.7 <u>Professional Enrichment Days</u>

- A. The college will close to the public on the first two (2) work days following the observance of the Christmas Holiday and these two (2) days will be reserved for training, equity-focused learning, or other self-guided professional development activities.
- B. All employees are to work from home on these days.
- C. Managers will determine what professional development will be most beneficial to the employee; employees may communicate their education and skill development desires prior to Professional Enrichment Days.
- D. Employees may use vacation, personal leave, or personal holiday in lieu of participating in the staff professional enrichment day.

Tentative Agreement WPEA Highline College 2023-2025 CBA September 14, 2022 Page 2 of 2

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ARTICLE 10 - HOLIDAYS

10.1 Paid Holidays	The following	days	are	paid	holidays	for	all	eligible	classifi	ied
employees:										

New Year's Day - January 1

Martin Luther King Jr.'s Birthday - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth - June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans' Day - November 11

Thanksgiving Day - Fourth Thursday in November

The day immediately after Thanksgiving Day

Christmas Day - December 25

Personal Holiday

10.3 - Holiday Rules

H. When a holiday falls on the employee's scheduled day off, they will receive an alternate day off. The alternate day off will be scheduled by the supervisor and taken within one week prior to or one week after the holiday.

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ARTICLE 11 - VACATION LEAVE

11.2 Vacation Leave Accrual

Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

- A. Employees working less than full-time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full time appointment.
- B. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic employees.
- C. Vacation leave will not accrue during leave without pay which exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.
- D. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

11.4 Vacation Scheduling

Vacation requests will be considered on a first come, first served basis. In the event that two (2) or more employees request the same vacation period, the supervisor may limit the number of people who may take vacation leave at one time due to business needs and work requirements.

- A. Vacation leave will be charged in the amount actually used by the employee.
- B. When considering requests for vacation leave, the Employer will consider the operational needs of the department and the College.
- C. Employees 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 requests for more than fourteen (14), but less than twenty-one (21), consecutive days (including holidays) must be provided in writing to the immediate supervisor at least twenty-one (21) calendar days in advance EXCEPT when shorter advance notification is mutually agreed upon. Vacation leave requests for more than twenty-one (21) consecutive days (including holidays) must be provided in writing to the immediate supervisor at least thirty (30) calendar days in advance EXCEPT when shorter advance notification is mutually agreed upon. The immediate supervisor will approve or deny the request in writing within seven (7) calendar days upon receipt of the written request. If the leave is denied, a reason will be provided in writing.

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ARTICLE 12 - SICK LEAVE

12.1 Sick Leave Accrual

Employees will accrue eight (8) hours of sick leave per month under the following conditions:

- A. Employees working less than a full-time schedule will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full-time schedule.
- B. When a full-time employee is in pay status for less than eighty (80) non-overtime hours in a calendar month and part-time employees will accrue sick leave in an amount proportionate to the number of hours they are in pay status in the month up to a maximum of eight (8) hours in a month.
- C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

12.3 Use of Paid Time for Sick Leave Purposes

The Employer may allow an employee who has used all of their sick leave to use compensatory time or vacation leave for sick leave purposes as provided in Subsections 12.2A-F.

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Tentative Agreement WPEA Highline College 2023-2025 CBA August 29, 2022 Page 1 of 1

ARTICLE 15 - FAMILY AND MEDICAL LEAVE

15.10 Washington Family Medical Leave Program

The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.05) is in effect and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.05. In the event that the legislature amends all or part of RCW 50A.05, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.05, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

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ARTICLE 16 – CAMPUS CLOSURES, SUSPENDED OPERATIONS AND SEVERE INCLEMENT WEATHER

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- B. The following options will be made available to the affected employees who are not required to work on campus for the balance of the campus closure or total suspended operations:
- 1. Affected employees who are not required to work on campus during the balance of suspended operations and who do have a telework agreement may work remotely;
- 2. Affected employees who are not required to work on campus during the balance of suspended operations and do not have a telework agreement may request the option to work remotely; such requests will not be unreasonably denied;
- 3. Vacation leave;
- 4. Personal holiday;
- 5. Personal leave:
- 6. Accrued compensatory time (where applicable);
- 7. Sick leave once all vacation leave, personal holiday, personal leave, or compensatory time is exhausted or none is available;
- 8. Leave without pay; or
- 9. Make up lost time through employee-requested schedule changes in accordance with Article 6.3 F and 6.9 E and F.

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ARTICLE 23 - DRUG AND ALCOHOL FREE WORKPLACE

D. Rehabilitation

The Employer may use a positive drug or alcohol test to require an employee to complete an evaluation by a certified/licensed professional and follow the steps identified in the evaluation..

E. Discipline

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including dismissal, based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules. If an employee is required to successfully complete a rehabilitation plan, and the plan terms require that the employee pass all subsequent rehabilitation-issued drug or alcohol tests, the results of a subsequent positive test may be the basis for disciplinary action.

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ARTICLE 39 - DUES DEDUCTION AND STATUS REPORTS

39.1 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions with the Union payroll deduction authorization form provided by the Union. The Employer will inform employees, in writing, before they are leaving a position included in a bargaining unit. The Employer will furnish the Membership Coordinator of the Union with copies of the employee's appointment notice/letter at the same time it is provided to the employee.

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ARTICLE 37 – LABOR/MANAGEMENT COMMUNICATION AND OTHER COMMITTEES

37.4 Other Committees

The Union will have one (1) employee representative on the following governance committees: Classified Staff Training Committee, Equity Task Force, Policy Development Council and Budget Advisory Council.

- A. The Union will forward at least two (2) nominees and President will select which representative will serve on the committee.
- B. If an employee representative leaves the committee, the Union will forward at least two (2) nominees and President will select which representative will serve on the committee
- C. In the event the Union does not nominate two (2) or more representatives, the committee will proceed with business.
- D. Nominees will be put forward and appointed within the normal time cycle between the respective committee meetings.
- E. The President will reserve the right to appoint additional classified staff to a committee.
- F. Classified staff participating in committees will not be in a probationary or trial service period.

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ARTICLE 41 – COMPENSATION

CCL except as otherwise provided.

- 41.25 Benchmark: The parties mutually agree that certain economic terms and conditions within the Collective Bargaining Agreement should be uniform in application with those collectively bargained for other higher education institutions in Washington state. To that purpose, the parties agree that those items listed in this section will replicate those specified in the Agreement executed by and between the Washington State Higher Education Coalition (on behalf of certain Washington State Community Colleges) and the Washington Public Employees Association (WPEA) pursuant to RCW 41.80.010 for the term July 1, 2023 to June 30, 2025.
 - **41.25.1 Items to be Replicated:** Only those items specifically mentioned in this Section, as limited in scope by this Section, will be replicated and applied to the economic terms and conditions of this Agreement.
 - **41.25.1.1 Health Benefits:** The parties agree that the composition, costs and contribution rates for health insurance benefits shall be the same as those provided by the Washington State Health Care Coalition as pursuant to RCW 41.80.020.
 - 41.25.1.2 Wage Rates: The parties agree that the wage rates including salary schedules, salary increases, one time lump sum payments, shift premium, and classification specific increases in Appendix and assignment pay shall be the same as those provided in the Higher Education Coalition Agreement referenced in this Section.
 - 41.25.2 Application of this Agreement Subject to Funding by the Legislature: Any compensation and benefit increases contained in this Agreement will not be effective unless specifically authorized and fully funded through additional appropriations by the legislature pursuant to RCW 41.80.010.
 - **41.25.3 Reformatting of the Agreement:** The parties mutually agree that following inclusion of economic terms pursuant to Section 41.25, the Agreement will be modified to reflect changes made as a result of the application of Section 41.25 prior to printing and distribution of this Agreement. An original copy of the signed Agreement, along with a copy of the Agreement to which this Section makes reference, will be provided to each party to this Agreement.

Tentative Agreement WPEA Highline College 2023-2025 CBA September 14, 2022 Page **2** of **2**

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