

**ARTICLE 20**

**COMMUTE TRIP REDUCTION, PARKING, AND WORKING REMOTELY**

**20.1** The Employer will continue to encourage but not require employees to use alternate means of transportation to commute to and from work consistent with the Commute Trip Reduction law and the needs of the college/district community. Additionally, the Employer agrees to offer low-cost alternative transportation where appropriate and feasible.

**20.2** The Employer and the Union recognize the value of compressed workweeks, flextime arrangements, and working remotely/teleworking/telecommuting.

**20.3** The Employer agrees not to make any changes to current parking conditions for the term of this Agreement unless it first meets its collective bargaining obligation. In the event another group of college/district employees working at the same location, not covered by this Agreement, is permitted to purchase employee parking permits at a lower rate, the lower rate will automatically be applied to employees covered by this Agreement at that location. This provision does not require colleges to provide special rates available for situations such as emeritus status, special event parking, part-time employment, student enrollment or employment, commute trip reduction or reasonable accommodation, where employees do not meet the criteria for the special rates. Employees working at a college worksite that is not the main campus will not be charged parking rates in excess of WPEA represented staff parking at the main campus.

**20.4 Qualified Pre-Tax Transportation Benefits Plan**

The Employer agrees to maintain the current qualified pre-tax transportation benefits plan that allows eligible employees to pay for qualified parking and/or public transit on a pre-tax basis as permitted by federal law or regulation.

**20.5 Telework**

The employer will maintain a Teleworking Policy & Procedure that describes the formal process that will be taken between the employer and employee to initiate and agree to a teleworking plan. ~~At a minimum;~~

The Employer reserves the right to reduce, modify or eliminate an employee telework agreement based on business needs, documented performance, attendance concerns, misconduct and/or not complying with the terms of a telework agreement. Unless an emergent circumstance arises, the Employer will address modifications to a telework agreement with the employee at a minimum of fourteen (14) calendar days prior to making those modifications. Eligibility, denial, modification or elimination of a telework agreement is not considered a schedule change and is not subject to the grievance procedure outlined under Article 30 of the Collective Bargaining Agreement

At a minimum telework policies will provide a timeframe to respond to the request, and that any denial of a request will be in writing, as well as some form of an appeal process for a denial.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

                    Date

                    Date

Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Steve Sloniker,  
Executive Director, WPEA

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