

2 **2SSB 6811** - H COMM AMD **ADOPTED 2-29-00**
3 By Committee on Higher Education

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5 Strike everything after the enacting clause and insert the
6 following:

7 "NEW SECTION. **Sec. 1.** A new section is added to chapter 28B.50
8 RCW to read as follows:

9 (1) Part-time academic employees of community and technical
10 colleges shall receive sick leave to be used for the same illnesses,
11 injuries, bereavement, and emergencies as full-time academic employees
12 at the college in proportion to the individual's teaching commitment at
13 the college.

14 (2) The provisions of RCW 41.04.665 shall apply to leave sharing
15 for part-time academic employees who accrue sick leave under subsection
16 (1) of this section.

17 (3) The provisions of RCW 28B.50.553 shall apply to remuneration
18 for unused sick leave for part-time academic employees who accrue sick
19 leave under subsection (1) of this section.

20 **Sec. 2.** RCW 28B.50.489 and 1996 c 120 s 1 are each amended to read
21 as follows:

22 For the purposes of determining eligibility of state-mandated
23 insurance (~~and~~), retirement benefits under RCW 28B.10.400, and sick
24 leave for part-time academic employees in community and technical
25 colleges, the following definitions shall be used:

26 (1) "Full-time academic workload" means the number of in-class
27 teaching hours that a full-time instructor must teach to fulfill his or
28 her employment obligations in a given discipline in a given college.
29 If full-time academic workload is defined in a contract adopted through
30 the collective bargaining process, that definition shall prevail. If
31 the full-time workload bargained in a contract includes more than in-
32 class teaching hours, only that portion that is in-class teaching hours
33 may be considered academic workload.

34 (2) "In-class teaching hours" means contact classroom and lab hours
35 in which full or part-time academic employees are performing

1 contractually assigned teaching duties. The in-class teaching hours
2 shall not include any duties performed in support of, or in addition
3 to, those contractually assigned in-class teaching hours.

4 (3) "Academic employee" in a community or technical college means
5 any teacher, counselor, librarian, or department head who is employed
6 by a college district, whether full or part-time, with the exception of
7 the chief administrative officer of, and any administrator in, each
8 college district.

9 (4) "Part-time academic workload" means any percentage of a full-
10 time academic workload for which the part-time academic employee is not
11 paid on the full-time academic salary schedule.

12 **Sec. 3.** RCW 28B.50.551 and 1995 c 119 s 1 are each amended to read
13 as follows:

14 The board of trustees of each college district shall adopt for each
15 community and technical college under its jurisdiction written policies
16 on granting leaves to employees of the district and those colleges,
17 including but not limited to leaves for attendance at official or
18 private institutions and conferences; professional leaves for personnel
19 consistent with the provisions of RCW 28B.10.650; leaves for illness,
20 injury, bereavement, and emergencies, consistent with section 1 of this
21 act, and except as otherwise in this section provided, all with such
22 compensation as the board of trustees may prescribe, except that the
23 board shall grant to all such persons leave with full compensation for
24 illness, injury, bereavement and emergencies as follows:

25 (1) For persons under contract to be employed, or otherwise
26 employed, for at least three quarters, not more than twelve days per
27 year, commencing with the first day on which work is to be performed;
28 provisions of any contract in force on June 12, 1980, which conflict
29 with requirements of this subsection shall continue in effect until
30 contract expiration; after expiration, any new contract executed
31 between the parties shall be consistent with this subsection;

32 (2)(a) Such leave entitlement may be accumulated after the first
33 three-quarter period of employment for full-time employees, and may be
34 taken at any time;

35 (b) For part-time academic employees, such leave entitlement may be
36 accumulated after the first quarter of employment by a college district
37 or the first quarter after the effective date of this section,
38 whichever is later, and may be taken at any time;

1 (3) Leave for illness, injury, bereavement and emergencies
2 heretofore accumulated pursuant to law, rule, regulation or policy by
3 persons presently employed by college districts and community and
4 technical colleges shall be added to such leave accumulated under this
5 section;

6 (4) Except as otherwise provided in this section or other law,
7 accumulated leave under this section not taken at the time such person
8 retires or ceases to be employed by college districts or community and
9 technical colleges shall not be compensable;

10 (5) Accumulated leave for illness, injury, bereavement and
11 emergencies shall be transferred from one college district to another
12 or between a college district and the following: Any state agency, any
13 educational service district, any school district, or any other
14 institution of higher education as defined in RCW 28B.10.016;

15 (6) Leave accumulated by a person in a college district or
16 community and technical college prior to leaving that district or
17 college may, under the policy of the board of trustees, be granted to
18 such person when he or she returns to the employment of that district
19 or college; and

20 (7) Employees of the Seattle Vocational Institute are exempt from
21 this section until July 1, 1993.

22 NEW SECTION. **Sec. 4.** A new section is added to chapter 28B.52 RCW
23 to read as follows:

24 With respect to the community and technical colleges part-time
25 academic employees, the permissible scope of collective bargaining
26 under this chapter shall be governed by section 1 of this act and RCW
27 28B.50.489.

28 NEW SECTION. **Sec. 5.** Nothing contained in this act may be
29 construed to alter any existing collective bargaining unit or the
30 provisions of any existing collective bargaining agreement."

31 Correct the title.

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