# COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

**AND** 

LEGISLATIVE PROFESSIONALS' ASSOCIATION

Senate Republican Caucus / LA's

**EFFECTIVE** 

July 1, 2025 – June 30, 2027





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#### **PREAMBLE**

This Agreement is entered into by the Washington State Senate, referred to as the "Employer," and the Legislative Professionals Association, referred to as the "Association." It is the intent of the parties to establish employment relations based on mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Washington, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences.

The Legislature recognizes the unique role that legislative staff play in the function of the Legislature. Therefore, even though legislative staff are exempt from <u>Chapter 41.06 RCW</u> (State Civil Service), they have been granted collective bargaining rights under <u>Chapter 44.90 RCW</u>.

The Preamble is not subject to the grievance procedure in Article 9, Grievance Procedure.

#### **ARTICLE 1 - PARTIES TO THE AGREEMENT**

The Employer recognizes that <u>RCW 44.90</u> provides for the partnership with employee representatives in creating an agreement regarding workplace terms and conditions of employment and further recognizes the Association as the exclusive bargaining representative for all employees in the bargaining unit consisting of all Legislative Assistants working for the Senate Republican Caucus, as defined by the Public Employment Relations Commission certification decision, *Washington State Legislature, Senate,* Decision 13893-A (LECB, 2024).

The Association recognizes that <u>RCW 44.90</u> empowers the Office of State Legislative Labor Relations to manage the process of forming agreements between the Employer and the Association, and that the Employer has an interest in assuring the Employer's obligation to promote efficient, accountable and cost-effective service delivery to the legislators and citizens of the state of Washington.

#### **ARTICLE 2 - ASSOCIATION RIGHTS AND ACTIVITIES**

## **2.1** Association Representatives

#### A. Notification and Recognition of Association Representatives

- 1. The Association will provide the Employer with a written list of Association Representatives. The Association will maintain the list.
- 2. The Employer will recognize any Association Representative on the list. The Employer will not recognize an employee as an Association Representative if their name does not appear on the list.
- 3. The Association will provide written notice to the Employer of any changes to the Association Representative list within thirty (30) calendar days of the changes.
- 4. Association Representatives must provide notice to their supervisor to prepare for and/or attend any meeting during their work hours. All notices must include the approximate amount of time the Association Representative expects the activity to take.
- 5. If the amount of time an Association Representative spends performing representational activities is unduly affecting their ability to accomplish assigned duties, the Employer will notify the Association of the intention to not release the employee and the Association will be given an opportunity within five (5) business days to meet and confer to find a resolution, and release time will not be discontinued until the meeting has taken place.

- 6. Association Representatives will be granted reasonable paid time, as determined by the employer, during their normal working hours to process grievances. In addition, investigate and Association Representatives will be granted reasonable paid time, as determined by the employer, during their normal working hours to prepare for and attend meetings for representational activities including investigatory interviews and pre-disciplinary meetings; informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, and mediation sessions held during their work time; and New Employee Orientations and associated meetings.
- 7. Time spent preparing for, traveling to and from, and attending meetings during the Association Representative's non-work hours will not be considered as time worked.
- 8. Association Representatives may not use state vehicles to travel to and from a work site in order to perform representation activities, unless authorized by the Employer.

#### B. Access

- 1. Association Representatives may have access to the Employer's offices or facilities in accordance with Employer policy to carry out representational activities.
- 2. Association Representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods and rest periods and before and after their normal work hours.

#### 2.2 Use of State Facilities, Resources and Equipment

# A. <u>Meeting Space and Facilities</u>

The Employer's offices and facilities may be used by the Association to hold meetings necessary to carry out representational activities, subject to the Employer's policy, reservation process, and availability of the space.

# B. <u>Supplies and Equipment</u>

The Association and employees covered by this Agreement will not use statepurchased supplies or equipment to conduct Association business or representational activities. This does not preclude the use of the telephone, or similar devices that may be used for persons with disabilities, for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from Employer business.

#### C. Electronic Communications

The Association and employees covered by this Agreement will not use stateowned or operated electronic communications to communicate with one another for Association or non-work purposes, except as provided in this agreement. Employees may use state operated e-mail to request Association representation. Association Representatives may use state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

- 1. Result in little or no cost to the Employer;
- 2. Be brief in duration and frequency;
- 3. Not interfere with the performance of their official duties;
- 4. Not distract from the conduct of state business;
- 5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;
- 6. Not compromise the security or integrity of state information or software; and
- 7. Not include general communication and/or solicitation with employees.

The Association and its Association Representatives will not use the above referenced state equipment for Association organizing, internal Association business, advocating for or against the Association in an election or any other purpose prohibited by the Legislative Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

# **2.3** Information Requests

- A. The Employer agrees to provide the Association, upon written request, access to materials and information necessary for the Association to fulfill its statutory responsibility to administer this Agreement. All Association information requests will be clearly labeled as such, will be authored by an Association Representative, and will be sent to the Human Resources Office with a copy to the Office of State Legislative Labor Relations.
- B. The Employer will acknowledge receipt of the information request and will provide the Association with a date by which the information is anticipated to be provided.
- C. When the Association submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Association Representative and the parties will

discuss the relevance, necessity and costs associated with the request and the amount the Association will pay for receipt of the information.

- D. Upon request, the Employer will provide the Association a report in an electronic format of agreed-upon data regarding all Legislative Assistants' position title, salary determinants, seniority, and contact information if maintained by the Employer. Information provided pursuant to this Section will be maintained by the Association in confidence according to the law, and the Association will indemnify the Employer for any violations of employee privacy committed by the Association pursuant to this Section.
- E. Upon request, the Employer will provide a report to the Association of the members of the bargaining unit indicating those who have entered or left the bargaining unit in the preceding time period and indicating upcoming orientation or training opportunities to facilitate compliance with <a href="RCW 41.56.037">RCW 41.56.037</a>, presenting information about representation.

#### **2.4** Distribution of Material

Association Representatives will have access to their work site for the purpose of distributing information to other bargaining unit employees provided:

- A. The employee is off-duty;
- B. The distribution does not disrupt the Employer's operation; and
- C. The distribution will occur via mailboxes. In those cases where circumstances do not permit distribution by this methods, alternative areas such as newsstands, lunchrooms, break rooms and/or other areas mutually agreed upon will be used;
- D. The employee must notify the Employer in advance of their intent to distribute information; and
- E. Distribution will not occur more than twice per month, unless agreed to in advance by the Employer; and
- F. All material will be consistent with Legislative Ethics Board rulings and Senate ethics rules and not request legislative employees to engage in prohibited activities.

# **2.5** Access to New Employee Orientation

Within ninety (90) days of a new employee's start date in an Association bargaining unit position, the Employer will provide access to the employee during the employee's regular work hours to present information about the Association. This access will be provided on the newly-hired employee's work time, at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Association and will be for no less than thirty

(30) minutes. Association meetings with new employees will include only the new bargaining unit employees and Association Representatives unless mutually agreed otherwise. Management employees will remain strictly neutral regarding attendance at the meetings and their content. No employee will be required to attend the meetings or presentations given by the Association.

#### **ARTICLE 3 - MANAGEMENT RIGHTS**

Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- A. Any item listed in RCW 44.90.045(1);
- B. Determine the functions and programs of the employer, the use of technology, and the structure of the organization, including the size and composition of standing committees;
- C. Determine the employer's budget and the size of the employer's workforce, including determining the financial basis for layoffs;
- D. The right to direct and supervise employees;
- E. The right to establish the hours of work during legislative session and committee assembly days, and the hours of work during the 60 calendar days before the first day of legislative session and during the 20 calendar days after the last day of legislative session;
- F. The right to establish the cutoff calendar for a legislative session;
- G. (i) Lay off employees when there has been a change to the number of members in, or the makeup of, a caucus due to an election or appointment that necessitates a change in the number of staff; (ii) lay off an employee following an election, appointment, or resignation of a legislator; and (iii) terminate an employee for engaging in partisan activities that are incompatible with the employee's job duties or position;
- H. Offer health care benefits and other employee benefits in accordance with statute. The amount paid by a legislative employee for health care premiums must be the same as that paid by a represented state employee covered by the coalition agreement described in RCW 41.80.020(3). A copy of the state employee health care premium coalition agreement is provided in Appendix 1 of this agreement; and
- I. The right to take whatever actions are deemed necessary to carry out the mission of the legislature and its agencies during emergencies.

# **ARTICLE 4 - TRAINING AND TOOLS**

- 4.1 The Employer and the Association recognize the value and benefit of education and training designed to enhance employees' ability to perform job duties. Training and employee development opportunities will be provided to employees in accordance with Senate policies, available resources, and employee training needs.
- 4.2 The Employer will determine and provide the software and equipment necessary for employees to safely and effectively perform their assigned work. Employees are expected to take reasonable precautions to protect Employer provided equipment from damage and theft.
- 4.3 It is the goal of the parties that all new employees have adequate access to available resources and thorough training during the first three (3) months of employment. The purpose of the training described in this section is to provide new employees with the tools and foundation necessary to manage and support their Senator's office. Training and support opportunities include:
  - A. Up to five (5) business days of overlap between the outgoing and incoming LA, whenever possible.
  - B. Employer provided orientation on Senate policies and benefits.
  - C. Mentoring resources such as access to Executive and Senior Legislative assistants as identified and facilitated by the Senate Republican Caucus LA Liaison. A mentor will be assigned within the first two (2) weeks of employment for the new LA.
  - D. One-on-one training from the Senate Republican Caucus LA Liaison on office set up, office workflow, office records management, constituent services, and expectations of an LA.
  - E. One-on-one training and technical resources from the Legislative Assistant Systems Analyst on computer hardware and software, telephone technology, records retention technology, email management technology, and office workflow technology.
  - F One-on-one training on internal accounting programs and how to implement Senate policies related to tracking expenses, managing member office budgets, and other financial tasks assigned to LA's.
  - G. The Employer will conduct an employee assessment of unmet software needs and share the results with the Association.

- H. Training, software, and equipment needs will be an appropriate agenda item for the Association-Management Committee described in Article 10.
- 4.4. The parties recognize that a high-seniority Senator's end of service requires many days of work to properly archive records in compliance with state law. In the event of the departure of a Senator with more than eight years of service, and when the Senator has given less than two weeks' notice, the Employer will keep a Legislative Assistant employed for ten workdays to manage these responsibilities for the retiring Senator.

#### ARTICLE 5 - MANDATORY SUBJECTS

The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject not covered under this Agreement. The Employer will notify the Association in writing at <a href="legislativeprofessionals@gmail.com">legislativeprofessionals@gmail.com</a> of these changes, and the Association may request discussions about and/or negotiations on these changes. The Association will notify the Employer of any demands to bargain. In the event the Association does not request discussions and/or negotiations within twenty-one (21) calendar days, the Employer may implement the changes without further discussions and/or negotiations. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Association. There may be mandated or emergency conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Association as soon as possible.

# 5.1 Negotiations

- A. The intent of negotiations under this section is to allow the Association an opportunity to provide input and allow both parties to meet their bargaining obligation.
- B. The parties will agree to the location and time for the discussions and/or negotiations. The Employer and the Association recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner and will schedule negotiations as soon as possible, except that neither party may be compelled to schedule a meeting during a legislative session or during committee assembly days.
- C. Each party is responsible for choosing its own representatives for these activities. The Association will provide the Employer with the names of its employee representatives at least one (1) work week in advance of the meeting date unless the meeting is scheduled sooner, in which case the Association will notify the Employer as soon as possible.

#### 5.2 Demand to Bargain—Release Time, Preparatory Meetings and Travel

A. Release Time. The Employer will approve paid release time for demand to bargain meetings for up to three (3) employee representatives who are scheduled to work.

- The Employer will approve granted time/comp time, annual leave, or leave without pay for additional employee representatives provided the absence of the employee does not create significant and unusual coverage issues.
- B. Preparatory Meetings. Up to three (3) employees representatives attending preparatory meetings during their work time will have no loss in pay for up to thirty (30) minutes per meeting. The Employer will approve granted time/comp time, accrued leave, or leave without pay for additional preparatory meeting time, provided the absence does not interfere with the operating needs of the Senate. Attendance at preparatory meetings during the employees' non-work time will not be compensated nor considered as time worked.

#### 5.3 Travel

- A. The Employer will approve granted time/comp time, annual leave, or leave without pay for Association team members to travel to and from mandatory subjects negotiation meetings during work hours. The Association is responsible for paying the travel costs and per diem expenses of employee representatives. In lieu of traveling, employees may request to participate via teleconference and/or video conference.
- B. No granted/comp, or flex time will be accrued as a result of negotiations, preparation for and/or travel to and from negotiations.
- C. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the Senate for business purposes.

# **5.4** Non-bargainable Policy Development

- A. The Employer will continue to notify employees and the Association of formal policy development which may not result in bargainable changes to policy.
- B. The Association will select any SRC LA representatives which are to serve on the Policy Review Committee.

#### ARTICLE 6 - OTHER PROVISIONS OF LAW

The Employer and the Association recognize their mutual obligation to comply with appropriate laws and policies including:

- A. The Legislative Code of Conduct: discrimination and inappropriate workplace behavior.
- B. <u>RCW 44.90.100</u>: Dues Deduction. If requested by the Association, dues deduction and revocation will be processed in accordance with the law.
- C. <u>RCW 41.56.037</u>: Association access to new employees.
- D. <u>RCW 4.24.490</u> and <u>4.92.070</u>, <u>RCW 43.10.045</u>: If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the State, they have the right to request representation and

indemnification through their Employer. Nothing in this section should be construed as limiting the Employer's right to determine who shall provide legal representation.

## **ARTICLE 7 - ASSOCIATION-MANAGEMENT COMMITTEE**

- A. The Employer and the Association support the goal of a constructive, respectful and cooperative relationship. To promote and foster such a relationship, the parties agree to establish a structure of joint Association-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.
- B. The committee will be composed of up to three (3) representatives selected by the Association and up to three (3) Employer representatives. A representative from the Office of State Legislative Labor Relations may also attend. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, except that meetings will not be scheduled during a legislative session or during committee assembly days, unless agreed otherwise or there are no agenda items identified.

#### C. Participation and Process

- 1. The Association will provide the Employer with the names of its committee members one (1) work week in advance of the date of the meeting in order to facilitate the release of employees.
- 2. Employees attending committee meetings during their work time shall have no loss in pay. Attendance at meetings during employee's non-work time will not be compensated for or considered as time worked. A reasonable effort will be made by the Employer to not schedule meetings during the Associations Representatives non-work time including flex days.
- 3. Pre-meetings. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. The Employer will approve granted time/comp time, accrued leave, or leave without pay for additional pre-meeting time, provided the absence does not interfere with the operating needs of the Senate. Attendance at pre-meetings during the employees' non-work time will not be compensated nor considered as time worked.
- 4. Travel. The Employer will approve granted time/comp time, annual leave, or leave without pay for Association team members to travel to and from committee meetings. The Association is responsible for paying the travel costs and per diem expenses of employee representatives. In lieu of traveling, employees may request to participate via teleconference and/or video conference.

- 5. Each party will provide the other with any topics for discussion at least ten (10) calendar days prior to the meeting. Suggested topics may include, but are not limited to, administration of this Agreement, training materials, changes to law, legislative updates and/or organizational change. Additional agenda items may be added with mutual agreement.
- 6. If topics discussed result in follow-up by either party, communications will be provided by the responsible party.

## D. Scope of Authority

Committee meetings established under this Article will be used for discussions only, and the committee shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The parties are authorized but not required, to document mutual understandings. The committee's activities and discussions shall not be subject to the grievance procedure in Article 8.

#### ARTICLE 8 - SENATE TRANSITION POOL

# 8.1 Eligibility for Senate Transition Pool List and Delayed Separation Program

To assist employees who may be subject to a separation transition to other employment, the parties agree to create a Transition Pool List and Delayed Separation Program. Eligibility to participate is based on the following criteria:

- A. The employee has held an annual (permanent) House or Senate position for 2-years or longer, at least 1-year of which was in a Senate position, or has held a position for at least 3 sessions, at least 2 of which were in the Senate
- B. The employee has been notified they will be separated;
- C. The separation is not the result of a budget-driven layoff or furlough;
- D. The separation is not the result of the employee having engaged in partisan activities that are incompatible with the employee's job duties or position;
- E. The separation will occur in less than 90-days from the employee's receipt of notice, for example, in a case where a legislative member decides not to file for reelection. Under this circumstance, employees may still request to be placed on the Transition Pool List for consideration for other positions while they continue in their current position; and
- F. The employee has not been subject to disciplinary action within the 12-months preceding notice of the separation.

#### 8.2 Senate Transition Pool List and Delayed Separation Program

Employees who meet the eligibility criteria in Article 8.1 may request their name be placed on the Transition Pool List and the Delayed Separation Program. Under special circumstances, and with approval of the Association, the Employer may allow employees

who do not meet one of the above criteria to be placed in the Transition pool list and delayed separation program. Placement in the Delayed Separation Program affords the employee the following benefits effective the date of the separation:

- A. Five (5) days of paid administrative leave;
- B. The use of up to two-hundred and eighty (280) hours of accrued annual leave or sick leave if they provide a doctor's note verifying their mental or physical illness, injury, or health condition;
- C. The use of up to five (5) days of accrued granted/compensatory leave;
- D. The use of accrued personal holidays, until exhausted or expired;
- E. Up to five (5) days of leave-without-pay; and
- F. Health care benefits through the month following the employee's last day of the above listed leave benefits, as long as at least one paid day of leave (8-hours) is used in the last month, per PEBB rules (<u>WAC 182-12-131</u>). Otherwise, the use of the listed leave benefits may be in any order, at the discretion of the employee.

In addition, upon notice of separation, employees may be offered a temporary position as a session aide or similar position for the upcoming legislative session. The temporary position will maintain the employees' salary and benefits they had in their permanent position. If the employee chooses to accept a session position, at the end of the session should the employee be unsuccessful in securing a permanent position, they will be separated from employment.

Transition Pool List. Prior to or during the legislative session, the Employer will consider employees who have requested placement on the Transition Pool List, all of whom must have the skills and abilities to perform the duties of a position being filled. All employees on the list are required to sign a reference waiver provided by the Employer allowing the Employer to provide information on the employee's job performance to a hiring supervisor.

Employees will be removed from the Delayed Separation Program and Transition Pool List upon appointment to a permanent position, acceptance of a position with another employer, or after sixty (60) days, whichever occurs first.

#### 8.3 Separation of Employees Not Eligible for Senate Transition Pool

Employees who have not been employed long enough to meet the eligibility criteria in Article 8.1.A, above, but otherwise meet the eligibility requirements, will be provided eleven (11) working days written notice of the effective date of separation. However, if the Employer fails to provide eleven (11) working days' notice, the separation will stand, and the employee will be entitled to payment of salary up to eleven (11) working days.

#### ARTICLE 9 - GRIEVANCE PROCEDURE

The Association and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Association and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

# 9.1 Scope and Representation

- A. A grievance is an allegation by an employee or group of employees that there has been a violation of the terms of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."
- B. Grievances may be filed by the Association on behalf of an employee or on behalf of a group of employees. If the Association does so, it will set forth the name of the employee or names of the group of employees.
- C. When, in the judgment of either party, face-to-face grievance meetings are not feasible, grievance meetings may take place via telephone or virtual means.
- D. If, at any step of the grievance procedure, the Association decides to withdraw the grievance, the Association must notify the grievant(s) and the Office of State Legislative Labor Relations.

# 9.2 Filing a Grievance

- A. The Association Representative must provide a written grievance form to the Senate's Human Resources Officer, as the Step 1 Official, and provide a copy of the grievance form to the Office of State Legislative Labor Relations.
- B. The grievance form shall be signed by the Association Representative, and include the following information or it will not be processed:
  - 1. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
  - 2. The nature of the grievance;
  - 3. The facts upon which it is based;
  - 4. The specific Article and Section of the Agreement violated;
  - 5. The specific remedy requested;
  - 6. The steps taken to informally resolve the grievance; and
  - 7. The name of the grievant(s) and the name and signature of the Association representative.

#### C. Modifications

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

#### D. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

## E. Pay

Association representatives may use work time for the investigation and processing of grievances in accordance with Article 2, Section 1, Association Rights and Activities.

Grievants will not be paid for informal dispute resolution meetings, grievance meetings, and alternative dispute resolution sessions held during their off-duty time.

## F. Group Grievances

No more than five (5) grievants will be permitted to attend a single grievance meeting.

#### G. Consolidation

By mutual agreement, either the Employer or the Association may consolidate grievances arising out of the same set of facts.

#### H. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

#### I. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

#### J. Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees.

#### K. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Association may return to the grievance process and the time frames resume. The cost of alternative resolution methods, if any, will be shared equally by the parties.

# 9.3 Grievance Processing:

**Step 1.** Chief Human Resource Officer. Within fourteen (14) calendar days after when the Association or individual involved knew or should reasonably have known of the potential grievance or alleged violation, the Association shall file a grievance with the Senate's Human Resources Officer and send a copy to the Office of State Legislative Labor Relations. The grievance is not considered filed until it has been provided to both the Secretary of the Senate and the Office of State Legislative Labor Relations.

The Senate's Human Resources Officer shall work with the grievant's supervisor to attempt to adjust the matter and respond, in writing, to the Association with a copy to the Office of State Legislative Labor Relations within ten (10) calendar days after the grievance is filed.

**Step 2. Secretary of the Senate.** If the grievance is not resolved at Step 1, the Association may move to the next step by filing it with the Secretary of the Senate within fourteen (14) days of the Association's receipt of the Step 1 decision. The Association will also send a copy of the filing to the Office of State Legislative Labor Relations.

Within twenty one (21) calendar days of receipt of the Step 2 request, the Secretary of the Senate or designee shall meet with the Association Representative and grievant and will respond, in writing, to the Association with a copy to the Office of State Legislative Labor Relations within twenty one (21) calendar days of the grievance meeting.

- **Step 3. Mediation.** In the event the grievance is not resolved at the prior steps, either party may initiate mediation within fourteen (14) calendar days after the Step 2 response by requesting a mediator be assigned by the Public Employment Relations Commission. Mediation shall be a confidential process. If a resolution is reached during mediation, it shall be in writing and binding on the parties and non-precedent setting. Any costs associated with mediation shall be equally borne by the parties.
- **Step 4. Senate Facilities and Operations (F&O) Committee.** If the grievance is not settled at Step 3, the Association may, within ten (10) calendar days after completion of Step 3, submit a written request to advance the grievance to Step 4. The request must be submitted to the Secretary of the Senate and the Office of State Legislative Labor Relations.

At Step 4, the grievance shall be heard by the Senate Facilities and Operations (F&O) Committee. F&O Committee members will recuse themselves from cases where their own employee(s) is

named in the grievance except when the case applies to all employees due to a class action grievance.

Within thirty (30) calendar days of the written request to advance a grievance to Step 3, the F&O Committee shall schedule a time to review the grievance, the supporting documentation, and hear from the Association and Secretary of the Senate. During a hearing before the F&O Committee, the Association or the Secretary of the Senate may present information to be considered and may be represented. F&O may consult with the Association and Employer for input on the presentation procedure for the case. F&O retains final authority to determine the procedure. The F&O Committee shall issue a decision no more than sixty (60) calendar days from the request to advance the grievance to Step 3 Meeting. The F&O Committee may consult with professional staff as part of the grievance process.

The decision of the F&O Committee shall be final and binding on both parties. The parties agree the F&O Committee's decision will be limited in application to the instant case on a non-precedent setting basis.

#### 9.4 General Provisions

- A. Any resolution reached through the grievance procedure shall be binding only for the particular grievance and shall not be considered precedent setting.
- B. The parties agree the grievance procedure is an internal process; however, the parties recognize documents may be subject to Washington's Public Records Act.

#### 9.5 Timelines

- A. Except for the filing of the initial grievance, all other grievance timelines are suspended during a legislative session or during committee assembly days, absent mutual written agreement of the parties.
- B. The timelines specified in this Article may only be modified by mutual written agreement, and only the Secretary of the Senate or the Office of State Legislative Labor Relations representative may grant an extension on behalf of the Employer. Failure by the Association to comply with timelines specified shall be treated as untimely and the grievance shall be deemed forfeited. At any step of the grievance process, if the Employer fails to respond in a timely fashion to a grievance, such failure shall be treated as a denial of the grievance and the Association may advance it to the next step.

# ARTICLE 10 – WAGES & ECONOMIC TERMS (COALITION AGREEMENT)

#### 10.1 General Terms

- A. Effective July 1, 2025, all salary ranges and steps of the "FY2025 Legislative Salary Schedule" in Appendix 1 will be increased by 3.0%, as shown in Appendix 2, FY2026 Legislative Salary Schedule.
- B. Effective July 1, 2026, all salary ranges and steps of the "FY2026 Legislative Salary Schedule" will be increased by 2.0 %, as shown in Appendix 3, FY2027 Legislative Salary Schedule.
- C. **Initial Placement on the Salary Schedule**. Upon hire, employees will be placed on the salary range for their classification consistent with the Employer's current practices as of July 1, 2025, taking prior experience and education into account.
- D. Office Coverage. With approval of the Employer, Legislative Assistants may receive a temporary pay increase of twenty-five percent (25%) of their base salary for covering another office for a period exceeding four (4) weeks, including covering an office in the other chamber. Coverage assignments will not be for more than one additional office at any given time, are voluntary, and may be ended at any time by the employee or the Employer. If the covering employee takes more than one (1) week of annual, compensatory, or granted leave during the covering assignment, the pay increase may be temporarily suspended for the period of leave taken.
- E. **Locality Premium**. Legislative Assistants who reside in King County will receive five percent (5%) premium pay calculated from their base salary. When an employee no longer resides in King County, they will not be eligible for the premium pay.
- F. **Internet Stipend**. The Employer will provide to each employee a monthly stipend of thirty-five dollars (\$35.00) to offset the use of home internet.
- G. Session Relocation Allowance and Rent Reimbursement for Legislative Assistants. The employer agrees to maintain current practices throughout the life of this agreement.
- H. **Daily Travel Allowance.** Represented employees who live over 50 miles away and travel to Olympia each day during session, rather than relocate, are eligible to receive a travel allowance of thirty-five dollars (\$35.00) for days they commute during session, excluding weekend days when the House (or Senate, as applicable) does not convene, if all of the following conditions are met:
  - i. The employee resides more than 50 miles from Olympia.
  - ii. The employee drives their personal vehicle to Olympia.
- I. **Parking**. The Employer agrees not to make any changes to current parking conditions for the term of this Agreement without first meeting its collective bargaining obligation.
- J. All other economic terms and conditions will be paid consistent with each Employer's policies and practices. The Employer agrees not to make any changes to such economic terms and conditions without first meeting its collective bargaining obligation.

## 10.2 Senate-Only Coalition Supplemental Agreement

- A. **Assigned Session Supervisory Authority.** Legislative Assistants in the Senate who are assigned supervisory authority will receive a monthly stipend of four hundred dollars (\$400.00) for each legislative session such duties are assigned.
- B. **District Visits.** The Senate will reimburse Legislative Assistants mileage and travel expenses for up to four (4) round trips to their district per fiscal year. All travel will be consistent with the Senate's Travel Requests and Reimbursements policy.
- C. **Cell Phones**. The Employer will continue to make available to employees a cell phone to be used for official business.
- D. **Office Tools.** During the term of the 2025-2027 Agreement, upon request, the Senate will provide Legislative Assistants an Adobe Pro and/or Calendly license for business purposes. The Senate reserves all management rights related to determining the use of technology, as per RCW 44.90.090(2)(b).

# 10.3 House-Only Coalition Supplemental Agreement

- A. Cell Phone Stipend. House employees who choose to use legislative apps on their personal cell phones for official business may receive a cell phone stipend of thirty-five dollars (\$35.00) per month. Employees who receive the cell phone stipend will be provided training and be required to sign an agreement acknowledging their understanding of public records management issues related to the use of a personal cell phone for official business, including that the stipend may be revoked for failure to adhere to public records management requirements. When off duty, employees are not expected to respond to and may turn off notifications from legislative apps. Employees are also encouraged to provide their legislative phone number, rather than their personal cell phone number, to legislative members, other staff, etc. for work-related purposes.
- B. **District Visits for Townhall Meetings and/or Legislative Business.** The House will reimburse Legislative Assistants mileage and travel expenses for one (1) round trip during each calendar year in which a short session occurs and two (2) round trips during each calendar years in which a long session occurs to travel to their district for townhall meetings and/or legislative business. All travel will be consistent with the House's Travel Requests and Reimbursements policy.
- C. Caucus Staff Session Housing Allowance. House caucus staff who live (50) miles or more from Olympia, maintain a temporary residence in Thurston County during session in addition to a permanent residence elsewhere, and provide a signed lease/agreement may be eligible for a temporary pay increase of six hundred and seventy-five dollars (\$675.00) per month during session.

# ARTICLE 11 – LEAVE & HOLIDAYS (COALITION AGREEMENT)

#### 11.1 Blood Donation

Employees may request to be away from their work for periods of up to two (2) hours without the use of leave for blood, platelets, fluid or plasma donations. This may include on-site or off-site donations. Employees will notify their immediate supervisor prior to leaving work for this purpose. When approved, employees will receive paid leave not to exceed five (5) working days in a two (2) year period.

11.2 Employee Assistance Program (EAP)

Employees are not required to use accrued leave to receive an assessment through the EAP.

11.3 Family Member Definition

[PLACEHOLDER] for the definition of family as located in Appendix 5.

11.4 Leave Policy Changes

The Employer will not change existing policies and practices related to leave use, leave accrual, leave cash-outs or holidays without first meeting its collective bargaining obligation.

#### ARTICLE 12 - PRINTING OF AGREEMENT

Each party shall be responsible for the printing and distribution of this Collective Bargaining Agreement (CBA) to their respective constituents as determined by each party for their own constituents. Neither party is obligated to print the CBA for their constituents. The Employer will post this CBA on the appropriate websites and will provide a copy to the Association in electronic format.

#### **ARTICLE 13 - ENTIRE AGREEMENT**

- A. Except for the Legislature's Code of Conduct, this Agreement supersedes specific provisions of Employer's policies with which it conflicts; otherwise, employees remain subject to policies in effect during the term of this Agreement. The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining.
- B. During the negotiations of the Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective

bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Association's collective bargaining rights with respect to matters that are mandatory subjects under the law.

#### **ARTICLE 14 - SAVINGS CLAUSE**

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request, except that meetings will not be scheduled during a legislative session or during committee assembly days, absent mutual written agreement.

#### **ARTICLE 15 - TERMS OF AGREEMENT**

- A. All provisions of this Agreement will become effective the first day of the fiscal year following final legislative approval and will remain in full force and effect through June 30, 2027.
- B. Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2026, and no later than February 28, 2026. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties, except that neither party may be compelled to negotiate during a legislative session or on committee assembly days absent mutual written agreement.

THE PARTIES,	BY THEIR SI	GNATURES	S BELOW, A	ACCEPT A	ND AGREE	TO THE
TERMS AND C	CONDITIONS	OF THIS CO	<b>DLLECTIVE</b>	BARGAIN	NING AGRE	EMENT.

Executed	this 1st day of July 2025	5.		
For the Le	egislative Professionals'	Association:		
	/s/			
	mi Lund esident	Date		
For the W	ashington State Senate:			
	/s		<u></u>	
Sa	rah Bannister	Date	Hannah Hollander	Date

Director, Legislative Labor Relations

Secretary of the Senate

# Appendix 1 - FY2025 Legislative Salary Schedule

3% COLA 3.5% step progression 6% grade progression

# Legislative Salary Grid

											•		•					
			6% grade	progression	1			Effective	7/1/2024									
RANGE/ STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	RANGE/ STEP
<b>S1</b>	3202	3315	3431	3551	3676	3805	3938	4076	4218	4365	4518	4676	4840	5009	5184	5365	5553	<b>S</b> 1
S2	3395	3513	3637	3765	3896	4033	4174	4320	4471	4627	4788	4956	5130	5310	5495	5688	5885	S2
03	3599	3724	3855	3990	4130	4276	4424	4579	4739	4905	5076	5254	5438	5628	5825	6029	6239	03
04	3815	3948	4087	4229	4379	4532	4690	4854	5023	5199	5381	5569	5765	5966	6174	6390	6613	04
05	4044	4185	4332	4483	4641	4804	4971	5146	5325	5512	5703	5903	6111	6324	6545	6773	7009	05
06	4287	4436	4592	4751	4919	5092	5269	5455	5644	5842	6045	6257	6478	6703	6937	7180	7429	06
07	4544	4702	4867	5037	5215	5398	5586	5782	5983	6192	6408	6633	6866	7105	7353	7611	7875	07
08	4817	4984	5159	5338	5528	5722	5920	6130	6343	6564	6792	7031	7278	7531	7794	8067	8348	08
09	5107	5283	5469	5659	5860	6065	6276	6497	6723	6958	7200	7453	7715	7984	8262	8551	8849	09
10	5413	5600	5798	5999	6211	6428	6653	6887	7127	7375	7631	7900	8177	8462	8757	9064	9379	10
11	5737	5936	6146	6358	6584	6813	7052	7300	7554	7818	8090	8374	8667	8970	9282	9608	9942	11
12	6081	6292	6515	6739	6979	7222	7476	7737	8007	8286	8575	8877	9188	9509	9840	10185	10538	12
13	6446	6670	6906	7144	7398	7656	7924	8202	8487	8784	9090	9409	9739	10080	10430	10795	11170	13
14	6832	7071	7320	7573	7842	8115	8400	8694	8996	9311	9636	9973	10323	10684	11056	11443	11841	14
15	7242	7495	7759	8027	8313	8603	8903	9215	9536	9869	10213	10572	10942	11325	11719	12130	12552	15
16	7677	7945	8225	8509	8812	9119	9438	9769	10107	10462	10826	11206	11598	12005	12423	12859	13305	
17	8137	8422	8718	9020	9340	9666	10004	10355	10714	11089	11476	11879	12294	12725	13169	13630	14103	17
18	8625	8928	9241	9560	9900	10245	10605	10976	11357	11754	12165	12592	13032	13488	13959	14448	14949	18
19	9142	9464	9795	10134	10495	10860	11241	11634	12039	12460	12896	13348	13813	14297	14796	15315	15847	19
20	9691	10031	10383	10742	11124	11512	11916	12332	12761	13208	13669	14149	14642	15155	15684	16234	16797	
21	10273	10633	11007	11387	11791	12203	12631	13072	13526	14000	14489	14998	15521	16065	16625	17208	17805	
22	10889	11270	11667	12070	12499	12936	13389	13856	14338	14840	15358	15898	16452	17029	17622	18240	18873	
23	11542	11947	12367	12794	13249	13712	14192	14687	15198	15730	16280	16852	17439	18051	18680	19335	20005	
24	12234	12664	13109	13561	14044	14535	15044	15568	16109	16674	17257	17863	18485	19134	19801	20495	21205	24
RANGE/													40			40		RANGE/

# APPENDIX 2 - FY2026 LEGISLATIVE SALARY SCHEDULE

3% COLA 3.5% step progression 6% grade progression

#### Legislative Salary Grid

Effective 7/1/25

RANGE/																		RANGE/
STEP	1	2	3	4		6		8	9	10	11	12	13	14	15	16	17	STEP
<b>S1</b>	3298	3414	3534	3658	3786	3919	4056	4198	4345	4496	4654	4816	4985	5159	5340	5526	5720	
<b>S2</b>	3497	3618	3746	3878	4013	4154	4299	4450	4605	4766	4932	5105	5284	5469	5660	5859	6062	<b>S2</b>
03	3707	3836	3971	4110	4254	4404	4557	4716	4881	5052	5228	5412	5601	5797	6000	6210	6426	03
04	3929	4066	4210	4356	4510	4668	4831	5000	5174	5355	5542	5736	5938	6145	6359	6582	6811	04
05	4165	4311	4462	4617	4780	4948	5120	5300	5485	5677	5874	6080	6294	6514	6741	6976	7219	05
06	4416	4569	4730	4894	5067	5245	5427	5619	5813	6017	6226	6445	6672	6904	7145	7395	7652	06
07	4680	4843	5013	5188	5371	5560	5754	5955	6162	6378	6600	6832	7072	7318	7574	7839	8111	07
80	4962	5134	5314	5498	5694	5894	6098	6314	6533	6761	6996	7242	7496	7757	8028	8309	8598	08
09	5260	5441	5633	5829	6036	6247	6464	6692	6925	7167	7416	7677	7946	8224	8510	8808	9114	09
10	5575	5768	5972	6179	6397	6621	6853	7094	7341	7596	7860	8137	8422	8716	9020	9336	9660	10
11	5909	6114	6330	6549	6782	7017	7264	7519	7781	8053	8333	8625	8927	9239	9560	9896	10240	11
12	6263	6481	6710	6941	7188	7439	7700	7969	8247	8535	8832	9143	9464	9794	10135	10491	10854	12
13	6639	6870	7113	7358	7620	7886	8162	8448	8742	9048	9363	9691	10031	10382	10743	11119	11505	13
14	7037	7283	7540	7800	8077	8358	8652	8955	9266	9590	9925	10272	10633	11005	11388	11786	12196	14
15	7459	7720	7992	8268	8562	8861	9170	9491	9822	10165	10519	10889	11270	11665	12071	12494	12929	15
16	7907	8183	8472	8764	9076	9393	9721	10062	10410	10776	11151	11542	11946	12365	12796	13245	13704	16
17	8381	8675	8980	9291	9620	9956	10304	10666	11035	11422	11820	12235	12663	13107	13564	14039	14526	17
18	8884	9196	9518	9847	10197	10552	10923	11305	11698	12107	12530	12970	13423	13893	14378	14881	15397	18
19	9416	9748	10089	10438	10810	11186	11578	11983	12400	12834	13283	13748	14227	14726	15240	15774	16322	19
20	9982	10332	10694	11064	11458	11857	12273	12702	13144	13604	14079	14573	15081	15610	16155	16721	17301	20
21	10581	10952	11337	11729	12145	12569	13010	13464	13932	14420	14924	15448	15987	16547	17124	17724	18339	21
22	11216	11608	12017	12432	12874	13324	13791	14272	14768	15285	15819	16375	16946	17540	18151	18787	19439	22
23	11888	12305	12738	13178	13646	14123	14618	15128	15654	16202	16768	17358	17962	18593	19240	19915	20605	23
24	12601	13044	13502	13968	14465	14971	15495	16035	16592	17174	17775	18399	19040	19708	20395	21110	21841	24
RANGE/ STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	RANGE/ STEP

# APPENDIX 3 - FY2027 LEGISLATIVE SALARY SCHEDULE

2% COLA 3.5% step progression 6% grade progression

#### Legislative Salary Grid

Effective 7/1/26

RANGE/																		RANGE/
STEP	1	2	3	4		6		8	9	10	11	12	13	14	15	16	17	STEP
<b>S1</b>	3364	3482	3605	3731	3862	3997	4137	4282	4432	4586	4747	4912	5085	5262	5447	5637	5834	<b>S1</b>
<b>S2</b>	3567	3690	3821	3956	4093	4237	4385	4539	4697	4861	5031	5207	5390	5578	5773	5976	6183	<b>S2</b>
03	3781	3913	4050	4192	4339	4492	4648	4810	4979	5153	5333	5520	5713	5913	6120	6334	6555	03
04	4008	4147	4294	4443	4600	4761	4928	5100	5277	5462	5653	5851	6057	6268	6486	6714	6947	04
05	4248	4397	4551	4709	4876	5047	5222	5406	5595	5791	5991	6202	6420	6644	6876	7116	7363	05
06	4504	4660	4825	4992	5168	5350	5536	5731	5929	6137	6351	6574	6805	7042	7288	7543	7805	06
07	4774	4940	5113	5292	5478	5671	5869	6074	6285	6506	6732	6969	7213	7464	7725	7996	8273	07
08	5061	5237	5420	5608	5808	6012	6220	6440	6664	6896	7136	7387	7646	7912	8189	8475	8770	08
09	5365	5550	5746	5946	6157	6372	6593	6826	7064	7310	7564	7831	8105	8388	8680	8984	9296	09
10	5687	5883	6091	6303	6525	6753	6990	7236	7488	7748	8017	8300	8590	8890	9200	9523	9853	10
11	6027	6236	6457	6680	6918	7157	7409	7669	7937	8214	8500	8798	9106	9424	9751	10094	10445	11
12	6388	6611	6844	7080	7332	7588	7854	8128	8412	8706	9009	9326	9653	9990	10338	10701	11071	12
13	6772	7007	7255	7505	7772	8044	8325	8617	8917	9229	9550	9885	10232	10590	10958	11341	11735	13
14	7178	7429	7691	7956	8239	8525	8825	9134	9451	9782	10124	10477	10846	11225	11616	12022	12440	14
15	7608	7874	8152	8433	8733	9038	9353	9681	10018	10368	10729	11107	11495	11898	12312	12744	13188	15
16	8065	8347	8641	8939	9258	9581	9915	10263	10618	10992	11374	11773	12185	12612	13052	13510	13978	16
17	8549	8849	9160	9477	9812	10155	10510	10879	11256	11650	12056	12480	12916	13369	13835	14320	14817	17
18	9062	9380	9708	10044	10401	10763	11141	11531	11932	12349	12781	13229	13691	14171	14666	15179	15705	18
19	9604	9943	10291	10647	11026	11410	11810	12223	12648	13091	13549	14023	14512	15021	15545	16089	16648	19
20	10182	10539	10908	11285	11687	12094	12518	12956	13407	13876	14361	14864	15383	15922	16478	17055	17647	20
21	10793	11171	11564	11964	12388	12820	13270	13733	14211	14708	15222	15757	16307	16878	17466	18078	18706	21
22	11440	11840	12257	12681	13131	13590	14067	14557	15063	15591	16135	16703	17285	17891	18514	19163	19828	22
23	12126	12551	12993	13442	13919	14405	14910	15431	15967	16526	17103	17705	18321	18965	19625	20313	21017	23
24	12853	13305	13772	14247	14754	15270	15805	16356	16924	17517	18131	18767	19421	20102	20803	21532	22278	24
RANGE/ STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	RANGE/ STEP

# APPENDIX 4 – HEALTH CARE COALITION AGREEMENT

Under the provisions of Chapter 44.90.090(2)(h) RCW, health care benefit premiums for legislative employees are not bargainable. Instead, they are subject to the state employee health care coalition agreement.

The amount paid by a legislative employee for health care premiums must be the same as that paid by a represented state employee covered by RCW 41.80.020(3). Consistent with the Healthcare coalition agreement, legislative employees are offered the following:

A. For the 2025-2027 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

B. The Employer will pay the entire premium costs for each bargaining unit employee for dental, stand-alone vision, basic life, and any offered basic long-term disability insurance coverage.

# APPENDIX 5 – FAMILY MEMBER DEFINITION

[PLACEHOLDER for the definition of "family." See Article 11.3, Leave & Holidays]