COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

WASHINGTON PUBLIC EMPLOYEES' ASSOCIATION

House Democratic Caucus / LA's

EFFECTIVE: July 1, 2025 – June 30, 2027





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PREAMBLE

This Agreement is entered into by the Washington State House of Representatives, referred to as the "Employer," and the Washington Public Employees Association, referred to as the "Union." 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 15, Grievance Procedure.

ARTICLE 1 – UNION RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit consisting of all Legislative Assistants and caucus staff working for the House Democratic Caucus, as defined by the Public Employment Relations Commission certification decision, *Washington State Legislature, House of Representatives*, Decision 13911-A (LECB, 2024).

ARTICLE 2 – DUES DEDUCTION & STATUS REPORTS

- A. Dues deduction and revocations will be processed in accordance with <u>RCW 44.90.100</u> and the following:
 - 1. Union Dues

When the Union provides written notice of an employee's authorization for deduction of membership dues to the Employer, the Union has the right to have deducted from the employee's salary an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at theUnion's official headquarters each pay period.

2. 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 recognition. The Union will be notified of all new bargaining unit hires by courtesy copy of the new employee's hire letter, including the employee's email address.

The Employer agrees to deduct the membership dues or fees from the salary of employees within thirty (30) days of receipt of the written notice from the Union of an employee's authorization to the Human Resources office.

3. Dues Cancellation

An employee may cancel the payroll deduction of dues by written notice to the Union and in accordance with the terms and conditions of their signed membership card. Effort will be made to make the cancellation effective on the first payroll and not later than the second payroll after the Employer receives notice from the Union that the terms of the employee's signed membership card regarding dues deduction cancellation have been met.

- B. Status Reports
 - 1. No later than the tenth and twenty-fifth of each month, the Employer will provide the Union a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit and those who enter or leave the bargaining unit or who start or stop deductions:
 - a. Name;
 - b. Personal Mailing address;
 - c. Work phone number;
 - d. Work e-mail address;
 - e. Job class code and job class title;
 - f. Appointment date;
 - g. Bargaining unit code and title;
 - h. Personnel number;
 - i. Position number;
 - j. Pay range;
 - k. Pay step;
 - 1. Employment percent;
 - m. Unbroken state service date;
 - n. Salary amount;
 - o. Deduction start date;
 - p. Deduction end date;
 - q. Deduction code; and
 - r. Deduction amount
 - 2. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.
- C. Indemnification

The Union and employees agree to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of compliance with this Article and any issues related to the deduction of dues or fees.

ARTICLE 3 – UNION RIGHTS AND ACTIVITIES

- 3.1 Union Representatives
 - A. Notification and Recognition
 - 1. The Union will provide the Employer with a written list of the Union Representatives and Shop Stewards. The Union will maintain the list.

- 2. The Employer will recognize any Union Representative or Shop steward on the list. The Employer will not recognize an employee as a Union Representative or Shop steward if their name does not appear on the list.
- 3. The Union will provide written notice to the Employer of any changes.
- 4. Shop Stewards must provide advance notice to their supervisor to prepare for and/or attend any meeting during their work hours, when practicable. All notices must include the approximate amount of time the Shop steward expects the activity to take. If the amount of time a Shop steward spends performing representational activities is unduly affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

Shop Stewards will be granted reasonable paid time, as determined by the employer, during their normal working hours to investigate and process grievances. In addition, Shop Stewards 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, mediation sessions, or any meeting at which both parties will be present with the intent to present or resolve a grievance held during their work time; and New Employee Orientation.

Only one (1) Shop Steward will be released to attend a meeting described in this section. By mutual agreement, additional Shop Stewards may be released to attend in instances where the meeting requires representation from multiple workgroups or when processing a group grievance. The Employer will approve granted time/comp time, annual leave, or leave without pay for additional Shop Stewards to attend, including those who are in-training to become Shop Stewards, provided the absence of the employee does not create significant and unusual coverage issues.

- 5. The Employer will approve granted time/comp time, annual leave, or leave without pay for Shop Stewards to travel to and from meetings described in this section when such travel occurs during work hours. The Union is responsible for paying the travel costs and per diem expenses of employee representatives. In lieu of traveling, Shop Stewards may request to participate via teleconference and/or video conference.
- 6. Time spent preparing for, traveling to and from, and attending meetings during the Shop steward's non-work hours will not be compensated nor be considered as time worked. No flex time or granted/comp time will be earned.

- 7. Shop Stewards 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. <u>Access</u>
 - 1. Union Representatives and Shop Stewards may have access to the Employer's offices or facilities during operating hours, in accordance with Employer policy and House rules to carry out representational activities.
 - 2. Union Representatives will notify Human Resources prior to their arrival and will not interrupt the normal operations of the Employer.
 - 3. Union Representatives, Shop Stewards and bargaining unit employees may also meet in non-work areas during the employee's breaks and before and after their normal work hours.
- 3.2 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 Union to hold meetings necessary to carry out representational activities, subject to the Employer's policy, availability of the space, and with prior authorization of the Employer. No lobbying or political activity will be conducted.

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

The Union and employees covered by this Agreement will not use state-purchased supplies or equipment to conduct union 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. <u>Electronic Communications</u>

The Union and employees covered by this Agreement will not use state-owned or operated electronic communications to communicate with one another for Union or non-work purposes, except as provided in this agreement. Employees may use state operated e-mail to request union representation. Union 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 Union and its Union Representatives will not use the above referenced state equipment for union organizing, internal union business, advocating for or against the Union 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.

3.3 Information Requests

- A. The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. All union information requests will be clearly labeled as such 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 Union with a date by which the information is anticipated to be provided.
- C. When the Union 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 Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for receipt of the information.

3.4 Employer Policies

The Employer will provide to the Union any new human resources related policies affecting represented employees or updates to existing human resource related policies affecting represented employees during the term of the Agreement.

3.5 Distribution of Material

An employee 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 normally occur via desk drops or mailboxes, as determined by the Employer. In those cases where circumstances do not permit distribution by those 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;
- 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 House ethics rules and not request legislative employees to engage in prohibited activities.
- 3.6 Access To New Employee Orientation

Within ninety (90) days following a new employee's start date in a bargaining unit position represented by the Union, the Employer will provide the Union access to the new employee. This access will be provided during the employee's regular work hours at the employee's regular worksite, or at another location mutually agreed to by the Employer and the Union, for no less than thirty (30) minutes, to present information about the Union and this Agreement. Union meetings with new employees will include only the new bargaining unit employees, Shop Stewards and Union Representatives unless mutually agreed otherwise. The Shop Steward will also remain in paid status when the orientation is done in a group setting. A Shop Steward providing Union orientation in individual meetings will be in non-work status. Management employees will remain strictly neutral regarding attendance at the meetings and their content. No employee will be required to attend the presentation given by the Union.

ARTICLE 4 – 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:

- 1. Any item listed in <u>RCW 44.90.045(1)</u>;
- 2. 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;
- 3. Determine the employer's budget and the size of the employer's workforce, including determining the financial basis for layoffs;

- 4. The right to direct and supervise employees;
- 5. 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;
- 6. The right to establish the cutoff calendar for a legislative session;
- 7. (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;
- 8. Offer health care benefits and other employee benefits in accordance with <u>RCW</u> <u>44.90.090(h)</u>. A copy of the state employee health care premium coalition agreement is provided in Appendix 4 of this agreement; and
- 9. The right to take whatever actions are deemed necessary to carry out the mission of the legislature and its agencies during emergencies.

ARTICLE 5 – NONDISCRIMINATION & WORKPLACE BEHAVIOR

Consistent with the Legislative Code of Conduct, the House of Representatives is committed to maintaining a workplace environment that respects the dignity and value of each employee and member.

Under this Agreement, violations of the Legislative Code of Conduct and discrimination against employees for any reason specified by the Employer's policy and statutory requirements is prohibited, and no unlawful harassment will be tolerated.

Discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender expression or gender identity, or the presence of any real or perceived sensory, mental or physical disability, genetic information, pregnancy, being a victim of domestic violence, sexual assault, or stalking, citizenship, immigration status or because of the participation as set out in this agreement or lack of participation in union activities is prohibited.

Employees who feel they have witnessed or been the subjects of violations of the Legislative Code of Conduct, unlawful discrimination, harassment, hostile work environment, or retaliation are encouraged to bring such issues to the attention of their supervisor or the Human Resources Office, or to file a complaint in accordance with House of Representatives policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, harassment or a hostile work environment, the grievance will be suspended until resolution of the internal complaint. Grievances filed under this Article may be processed only through Step 2 of the Grievance Procedure in Article 15.

The Employer and the Union may discuss training and training materials regarding inappropriate workplace behavior through the labor management committee. The Employer agrees to provide training to bargaining unit employees on diversity in the workplace and to understand as well as to prevent all forms of discrimination.

ARTICLE 6 – PERSONNEL FILES AND OTHER EMPLOYEE INFORMATION

There will be one (1) official secure personnel file maintained for each employee by the Employer. The location of personnel files will be determined by the employer. Additional employee files may include, but are not limited to, the following files related to: L&I, legal defense, medical, and payroll.

An employee may examine their own personnel file, payroll file, and medical file. The Employer will provide access within a reasonable period of time, but no later than, fourteen (14) calendar days of a request. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that they consider objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. Review of these files will be in the presence of an Employer designee and during business hours, unless otherwise arranged. An employee will not be required to take leave to review these files, except for any travel related time. Employees are encouraged to schedule review of their files to times when they will be at the file location for other work-related purposes as the Employer will not pay for travel time or expenses incurred solely for the purpose of reviewing these files.

A copy of any disciplinary material placed in an employee's personnel file will be provided to the employee.

Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from all of the employee's files. The Employer may retain this information in a legal defense file and will only be used or released when required by regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or otherwise required by law.

Medical files will be kept separate and confidential in accordance with state and federal law.

ARTICLE 7 – HIRING

- 1. <u>Methods to fill a vacancy</u>: Upon deciding to fill a vacancy for a position covered under this agreement, the Employer may fill a position through any of the following methods:
 - a. Open competitive recruitment, in which anyone may apply for the position.
 - b. Limited internal competitive recruitment, in which only House employees, including current temporary employees or session employees, may apply for the position.
 - c. Direct appointment, in which the Employer may appoint a person to a vacant position.
- 2. <u>Posting of positions:</u> In the event the Employer decides to fill a vacancy by means of an open competitive recruitment or limited internal competitive recruitment, a recruitment announcement is required.
- 3. <u>Feedback opportunities:</u> The House recognizes the value of internal promotion and career advancement and will provide employees with feedback on how to improve their competitiveness, upon request. Current employees may request informational interviews to learn more about House positions and opportunities.
- 4. <u>Internal Candidates for Caucus Positions:</u> Internal candidates are encouraged to apply for any position for which they believe they have the requisite skills and abilities. Internal candidates who meet the minimum qualifications for a recruitment, as determined by the Employer, will be offered an interview as part of the hiring process for caucus positions.
- 5. If a legislative member has a unique individual staffing plan or staff restrictions, candidates will be provided information on the restrictions during the hiring process. The Employer will also communicate staffing restrictions to other employees who may be impacted by the restrictions.
- 6. <u>Legislative Assistant Transition Pool.</u> Employees who will be separated due to their member's decision to not run for reelection, an election outcome, legislative member retirement, death, resignation, or removal from office, or if the legislative member makes a staffing change that will result in separation of an employee, may have their name listed in an applicant pool for incoming legislative members to review after the election, or in case of a vacancy. The employee must request in writing to House Human Resources to have their name to be included and must not have had corrective action or discipline within the last year. Employees under a performance improvement plan at the time of the request may participate. Information may be provided to the hiring supervisor. Employees will be removed from the Transition Pool List upon appointment to another permanent position, acceptance of a position with another employer, or after ninety (90) days, whichever occurs first. Employees in the Transition Pool who are not afforded an opportunity to interview within the first ninety (90) days, may request in writing to Human Resources to remain in the Pool for an additional ninety (90) days.

7. <u>Re-Hired Employees</u>

- a. If rehired into the same job classification, an employee's base rate of pay shall be established at a minimum to a rate equal to when they last separated, taking into account any adjustments as a result of budget shortfalls. Salary setting will follow internal House policies which consider prior experience and education.
- b. In the event a permanent employee is hired back within five (5) years from the employee's date of separation they shall have any unused, accrued sick leave available upon rehire.

ARTICLE 8 – TRAINING AND EMPLOYEE DEVELOPMENT

- 8.1 Employee Development
 - A. The Employer and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with current policies and available resources.
 - B. Employees will submit written requests in a format designated by the Employer to the caucus Chief of Staff or designee for training and employee development, including the specific training, the schedule and costs. The Chief of Staff or designee may recommend or deny requests in writing. If training is denied, the reason for denying the request will be provided.
 - C. Subject to approval from the Employer, employees may receive release time to participate in training and development activities consistent with the Employer's training and development practices and policies. If approved, release time will be provided for both in-person or virtual professional development and training, where appropriate for individual employees' training needs.
 - D. The Employer will make reasonable attempts to schedule Employer-required training during an employee's regular work schedule. Attendance at Employer-required training will be considered time worked and the Employer will pay registration costs, if applicable. Travel associated with training will be paid in accordance with the Employer's travel reimbursement policies.

8.2 New Legislative Assistants

It is the goal of the parties that all new employees have adequate access to training and resources to develop the foundation necessary to manage and support their legislative member's office. The House will continue the current practice of permitting up to five (5) business days of overlap between outgoing and incoming Legislative Assistants as practicable.

- 8.3 Collective Bargaining 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. Upon mutual agreement, the Employer and the Union will provide joint training on the provisions of the contract to members of the bargaining unit. The Employer and the Union recognize the value of joint training and will encourage it when possible. Each party shall be responsible for naming their own trainer.
- 8.4 New Employees

When the House hires a new employee, the Employer will provide each new employee with information on benefits, including health plans, retirement benefits, other insurance benefits, sick leave, vacation leave, and other types of leave.

New employees covered by this agreement shall receive a welcome packet from the Shop steward or the Union representative. The welcome packet will be supplied by the Union and will include information on how employees can contact Union resources with any questions.

Within the first thirty (30) days of employment, the Employer will assign all newly hired employees respectful workplace training and how to report violations of the Legislative Code of Conduct.

ARTICLE 9 – TELEWORK & INCLEMENT WEATHER OR OTHER EMERGENCY CONDITIONS

- 9.1 Telework
 - A. The Employer may allow employees to telework, subject to the Employer's teleworking policy requirements and the expectations included in the House's interim telework agreement.
 - B. The Employer and the Union acknowledge that legislative positions in the bargaining unit require the physical presence of employees at the State Capitol during the legislative session and other periods, as determined by the Legislature and the Employer. The Employer may consider limited exceptions to this requirement, under extraordinary and/or infrequent circumstances. The granting of such employee requested exceptions is at the sole discretion of the Employer and is not subject to the grievance procedure in Article 15.
- 9.2 Inclement Weather and Other Emergency Conditions

A. If the Employer determines for any reason, including but not limited to, inclement weather, that health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the campus or operations, the Employer will notify employees as soon as possible.

In instances where in response to such circumstances, the House of Representatives shifts to remote operations, employees will be required to telework. In instances an employee is unable to work due to the suspension of all operations, including remote operations, the employee will not be required to use leave unless the suspension lasts longer than five (5) working days. If the suspension of all operations extends beyond five (5) working days, employees may be required to report to alternate work sites, including teleworking in state, may be assigned temporary duties in response to the extended closure, or may be required to use leave.

B. Employees unable to report to scheduled work due to severe inclement weather or conditions caused by severe inclement weather may be allowed to telework. If such approval is not granted or if the employee is unable to telework, the employee will use leave in accordance with the Employer's Inclement Weather Leave policy.

ARTICLE 10 – 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 Union in writing at <u>mandatorysubjects@wpea.org</u> of these changes, and the Union may request discussions about and/or negotiations on these changes. The Union will notify the Employer of any demands to bargain. In the event the Union 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 Union. 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 Union as soon as possible.

10.1 Negotiations

- A. The parties will agree to the location and time for the discussions and/or negotiations. The Employer and the Union 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.
- B. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee

representatives at least four (4) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

- 10.2 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 four (4) 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. 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, annual leave, or leave without pay for additional preparatory meeting time, provided the absence does not interfere with the operating needs of the agency. Attendance at preparatory meetings during the employees' non-work time will not be compensated nor considered as time worked.
 - C. Travel
 - i. The Employer will approve granted time/comp time, annual leave, or leave without pay for Union team members to travel to and from mandatory subjects negotiation meetings during work hours. The Union 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.
 - ii. No granted/comp, or flex time will be accrued as a result of negotiations, preparation for and/or travel to and from negotiations.
 - iii. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

ARTICLE 11 – LEGAL DEFENSE

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 according to <u>RCW 4.24.490</u> and <u>4.92.070</u>. Nothing in this section should be construed as limiting the Employer's right to determine who shall provide legal representation, as per <u>RCW 43.10.045</u>.

ARTICLE 12 – LABOR-MANAGEMENT COMMUNICATION COMMITTEE

- A. The Employer and the Union 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 union-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 four (4) representatives selected by the Union, in addition to paid Union staff representatives, and up to four (4) Employer representatives, in addition to a representative from the Office of State Legislative Labor Relations. 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
 - i. The Union will provide the Employer with the names of its committee members in advance of the date of the meeting in order to facilitate the release of employees.
 - ii. 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.
 - iii. 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, annual leave, or leave without pay for additional pre-meeting time, provided the absence does not interfere with the operating needs of the agency. Attendance at pre-meetings during the employees' non-work time will not be compensated nor considered as time worked.
 - iv. Travel. The Employer will approve granted time/comp time, annual leave or leave without pay for Union team members to travel to and from committee meetings. The Union 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.
 - v. 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.

- vi. 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 15

ARTICLE 13 – HEALTH & SAFETY

13.1 Workplace Safety and Health

The Employer and its employees have a responsibility for workplace safety and health.

- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). Reference: <u>https://www.lni.wa.gov/safety-health/</u>.
- B. Employees will comply with all safety and health practices and standards established by WISHA and the Employer. The Employer's standards will not be lower than those established by WISHA.
- C. The Union will work cooperatively with the Employer on safety and healthrelated matters and encourage employees to work in a safe manner.
- D. Grievances concerning safety conditions will be held in abeyance pending the outcome of any complaint filed with the Washington State Department of Labor and Industries, if a complaint is filed.
- E. Employees will adhere to smoking, vaping, and alcohol and drug use restrictions set forth in House Rules and House policy.
- 13.2 Safety Committee

The safety committees will operate in accordance with WISHA requirements.

Safety committees will consist of employees selected by the Union and Employer-selected members. The number of employees selected by the Union must be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in accordance with <u>WAC 296-800-13020</u>. Committee recommendations will be forwarded to the Chief Clerk's Office for review and action, as

necessary. The Chief Clerk or designee will report follow-up action/information to the Safety Committee.

13.3 Ergonomic Assessments

At the request of the employee, the Employer, in collaboration with other legislative partners, will ensure that an ergonomic assessment of the employee's workstation is completed by a person trained to conduct ergonomic assessments. Such employee requests should be made in writing. The Employer will ensure that an ergonomic assessment of the employee's Olympia workstation at the Capitol Campus is scheduled, or that the employee is provided with the materials and support to conduct a self-assessment of their workstation which will be reviewed by a trained person, within thirty (30) business days from the receipt of the request for assessment, or as soon as practicable. The Employer will complete the assessment as soon as operational needs allow, but not later than sixty (60) business days from the date of receipt of the request, or as soon as practicable. Solutions to identified issues/concerns will be implemented within available resources.

13.4 Air Quality Assessments

Air quality concerns must be brought to the Technology and Facilities Director and will be evaluated and processed in accordance with the Division of Occupational Safety and Health indoor air quality standards.

- 13.5 General Safety and Security
 - A. Workplace Safety Training. The Employer may require tailored active threat awareness and preparedness training for all bargaining unit employees.
 - B. The Employer will meet their bargaining obligation regarding changes to building safety, security, and office access.
 - C. If the Employer determines there is a valid threat to the health and well-being of employees, the Employer will follow its written emergency and/or evacuation procedures.
 - D. When requested by an employee(s) or when the Employer is aware an employee(s) worksite is impacted by a critical incident, the Employer will provide the employee(s) with an opportunity to receive a critical incident debriefing from the Employee Assistance Program or other sources available to the Employer.
- 13.6 Healthy Workplace Practices
 - A. Employees are encouraged to use sick leave when sick. Employees will contribute to a healthy workplace, including not knowingly exposing others to contagious conditions. The employer may direct employees to use leave when an employee self-reports that they have a contagious health condition, or, upon request of the employee, the Employer will determine if the employee is able to work and may approve work from home for a specified duration, as determined by the Employer.

- B. To support the health and well-being of employees the Employer may offer to employees COVID-19 testing supplies, as appropriate and within available resources, to address trending patterns of illness.
 - i. Employees who test positive for COVID-19 may be required to follow current public health recommendations as set forth by the Center for Disease Control and local public health authorities or requirements established by Employer policy.
 - ii. The Employees may choose to wear a mask in the workplace for the prevention of COVID-19 or other respiratory or airborne illnesses.
- C. The Employer will follow its practices regarding blood-borne pathogens.

ARTICLE 14 – DISCIPLINE

14.1 Disciplinary Action

The Employer may take disciplinary action. Disciplinary action may include oral and written reprimands, reductions in pay, demotions, suspensions, dismissals for cause or other disciplinary actions. Oral reprimands will be identified as such. When making a disciplinary decision, the Employer will conduct a fair investigation and take into consideration prior work history and disciplinary action applied against the employee, the severity of the alleged violation and the circumstances.

When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee and any witnesses.

Disciplinary actions are subject to the grievance procedure. Oral and written reprimands may only be processed through Step 2.

14.2 Investigations

The Employer has the authority to determine the method of conducting investigations. Both parties agree that timely resolution of investigations of alleged employee misconduct is critical to maintaining a positive and productive work environment. Disciplinary investigations will be processed in a timely manner. At the conclusion of any investigation where the Employer elects not to take disciplinary action on the employee being investigated, the employee will be provided with a notification that the investigation is completed and that no disciplinary action will be taken.

14.3 Union Representation

Upon request, an employee has the right to a Union representative at a meeting called by the employer where the employee reasonably believes the meeting may lead to discipline. The role of the union-designated representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. Employees seeking representation are responsible for contacting their Union representative. If the requested representative is not available, the employee will select another union-designated representative who is available. The exercise of this right will not unreasonably delay or postpone a meeting.

14.4 Notification of Discipline

When discipline involves actions other than oral reprimands, the Employer will inform the employee in writing of the reasons for taking disciplinary action. The Employer will provide the Union with a copy. The employee may respond in writing as to why the disciplinary actions should not be taken. An employee's written response must be provided to the Chief Clerk's Office within seven (7) calendar days of the notification date of the disciplinary action. Disciplinary action meetings with the Employer will be considered time worked.

14.5 Non-Disciplinary Actions

The following are not considered discipline and are not subject to the provisions of this Article or the grievance procedure:

- A. The layoff of an employee covered by this Agreement when there has been a change to the number of legislative members in, or the makeup of, a caucus due to an election or appointment that necessitates a change in the number of staff, <u>per RCW 44.90.090</u>.
- B. The layoff of an employee following an election, appointment, or resignation of a legislative member, per <u>RCW 44.90.090</u>.
- C. The termination of an employee for engaging in partisan activities that are incompatible with the employee's job duties or positions, per <u>RCW 44.90.090</u>.
- D. Separations related to at-will, exempt status, for any reason except an unlawful reason.
- E. The removal of a telework agreement for noncompliance with the agreement or a change in work expectations.
- F. Corrective actions such as performance improvement plans, coaching, counseling, evaluations, training, or other non-disciplinary communications between the Employer and the employee.

14.6 Conflict Resolution Meeting

Employees who have identified a conflict, including communication challenges, with their supervisor or a Representative are encouraged to reach out as early as possible, ideally before they are concerned the conflict may lead to a separation, to request an opportunity to meet with a conflict resolution specialist identified by Human Resources. The meeting will attempt to resolve the conflict at the lowest level possible, and may be initiated by Administration, Human Resources, the employee, the supervisor, or a Representative. This meeting is not disciplinary and would not prohibit an employee from participating in the Legislative Assistant Transition Pool.

ARTICLE 15 – GRIEVANCE PROCEDURE

The Union 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 Union 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.

- 15.1 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 Union on behalf of an employee or on behalf of a group of employees. If the Union 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 Union decides to withdraw the grievance, the Union must notify the grievant(s) and the Office of State Legislative Labor Relations.
- 15.2 Filing a Grievance
 - A. The grievance form shall be signed by the Union 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 union representative.
 - B. Modifications

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

C. 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.

D. Pay

Union representatives may use work time for the investigation and processing of grievances in accordance with Article 3, Section 1, Union 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.

E. Group Grievances

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

F. Consolidation

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

G. 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.

H. Discipline

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

I. Grievance Files

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

J. 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 Union 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.

15.3 Grievance Processing:

Step 1. Chief of Staff. Within fourteen (14) calendar days after when the Union or individual involved knew or should reasonably have known of the potential grievance or alleged violation, the Union shall file a grievance with the Chief of Staff by providing a written grievance to the Human Resources Office (househr@leg.wa.gov) with a copy to the Office of State Legislative Labor Relations. The grievance is not considered filed until it has been provided to both the Human Resources Office and the Office of State Legislative Labor Relations.

The Chief of Staff, or designee, will work in consultation with HR to attempt to adjust the matter and respond, in writing, to the Union with a copy to the Office of State Legislative Labor Relations within ten (10) calendar days after the grievance is filed.

Step 2. Grievance Review Meeting. If the grievance is not resolved at Step 1, the Union may request a grievance review meeting within ten (10) calendar days of receipt of the Step 1 response by filing the written grievance to the Office of State Legislative Labor Relations (LLR). Within thirty (30) calendar days of receipt of the request, the director of LLR will meet with a representative of the Employer and the Union Representative to review and attempt to settle the dispute. The proceedings of a grievance review meeting will not be reported or recorded in any manner, except for agreements that may be reached by the parties as a result of the meeting. Statements made by or to any party or participant in the meeting, may not later be introduced as evidence, or construed for any purpose as an admission against interest, unless they are independently admissible.

Step 3. Chief Clerk of the House. If the grievance is not settled at the prior steps, the Union may, within ten (10) calendar days after the grievance review meeting, submit a written request to advance the grievance to Step 3. The request must be submitted to the Chief Clerk of the House and the Office of State Legislative Labor Relations.

Within thirty (30) calendar days of the written request to advance the grievance to the Step 3, the Chief Clerk of the House shall schedule time to review the grievance, review the supporting documentation, and hear from the Union and the Chief of Staff. The Chief Clerk of the House will provide the Union with a written decision on the grievance within thirty (30) calendar days of the hearing, with a copy to the Office of State Legislative Labor Relations.

Step 4. 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 3 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 5. Arbitration Panel. If the grievance is not settled at the prior steps, the Union may, within thirty (30) calendar days of the mediation session, submit a written request to advance the grievance to arbitration. The request to arbitrate the dispute must be filed with the American

Arbitration Association (AAA) within thirty (30) calendar days of the completion of Step 4, with a copy to the Employer and the Office of State Legislative Labor Relations.

A. Selecting an Arbitrator (Panel Chairperson)

The parties will select an arbitrator to serve as a neutral chairperson to the arbitration panel by mutual agreement or by alternately striking names supplied by the AAA and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

B. Selecting the Panel

The remainder of the panel will be appointed by the parties. The Union will appoint one panel member; the Employer will appoint one panel member. Appointed panel members represent the interests of the party that appointed them and may provide expertise related to the Legislature's unique work environment, however, both parties should appoint panel members who can participate in the case without undue conflicts of interest. For example, appointed panel members may not be witnesses to the case, the grievant(s), or, in cases involving discipline, the decision-making authority who issued the disciplinary decision.

- C. The chairperson will provide a draft of the decision to the employer and union appointed members of the panel, and then will issue the final decision after receiving their input.
- D. By mutual consent, the parties may waive the appointment of their panel members, in which case the neutral arbitrator will hear the case and issue the decision.
- E. Authority of the Arbitration Panel:
 - 1. The panel will:

a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;

b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

c. Have no authority to reinstate an employee who has been terminated;

d. Not make any back wages award that provides an employee with compensation for any period beyond the date of the arbitration decision; and e. Not have the authority to order the Employer to modify their staffing levels.

2. The panel will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire

hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the panel. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitration panel will be final and binding upon the Union, the Employer and the grievant.

F. Arbitration Costs

1. Each party shall pay the fees and expenses of its appointed panel member. The expenses and fees of the neutral arbitrator and the cost (if any) of the hearing room will be borne by the non-prevailing party. In any decision where relief is only granted in part, the expenses and fees of the arbitrator will be shared equally by the parties.

2. If the arbitration hearing is postponed or cancelled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the Union Representative.

5. If, after the arbitrator issues the award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

15.4 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.

15.5 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.
- B. The timelines specified in this Article may only be modified by mutual written agreement, and only the Chief Clerk of the House or the Office of State Legislative Labor Relations representative may grant an extension on behalf of the Employer. Failure by the Union 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 Union may advance it to the next step.

ARTICLE 16 – WAGES & ECONOMIC TERMS (COALITION AGREEMENT)

- 16.1 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:
 - a. The employee resides more than 50 miles from Olympia.
 - b. 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.
- 16.2 Senate-Only Coalition Supplemental Agreement
 - 1. **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.
 - 2. **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.
 - 3. **Cell Phones**. The Employer will continue to make available to employees a cell phone to be used for official business.
 - 4. **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).
- 16.3 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 17 – LEAVE & HOLIDAYS (COALITION AGREEMENT)

17.1 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.

17.2 Employee Assistance Program (EAP)

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

17.3 Family Member Definition

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

17.4 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 18 – 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 Union in electronic format.

ARTICLE 19 – ENTIRE AGREEMENT

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. 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 Union's collective bargaining rights with respect to matters that are mandatory subjects under the law.

ARTICLE 20 – 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 neither party may be compelled to meet during a legislative session or on committee assembly days.

ARTICLE 21 – TERM 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.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July 2025.

For Washington Public Employees Association:

/s/ Steve Sloniker Contract Administrator

For the House of Representatives:

/s/

Bernard Dean Chief Clerk, House of Representatives /s/

Hannah Hollander Director, Legislative Labor Relations

APPENDIX 1 - FY2025 LEGISLATIVE SALARY SCHEDULE

Effective 7/1/2024

3% COLA
3.5% step progression
6% grade progression

Legislative Salary Grid

RANGE/ STEP		2			-			•	•	40		42	12		45	40	47	RANGE/ STEP
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
S1	3202	3315	3431	3551	3676	3805	3938	4076	4218	4365	4518	4676	4840	5009	5184	5365	5553	S1
\$2	3395	3513	3637	3765	3896	4033	4174	4320	4471	4627	4788	4956	5130	5310	5495	5688	5885	
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	
05	4044	4185	4332	4483	4641	4804	4971	5146	5325	5512	5703	5903	6111	6324	6545	6773	7009	
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
80	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	16
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	20
21	10273	10633	11007	11387	11791	12203	12631	13072	13526	14000	14489	14998	15521	16065	16625	17208	17805	21
22	10889	11270	11667	12070	12499	12936	13389	13856	14338	14840	15358	15898	16452	17029	17622	18240	18873	22
23	11542	11947	12367	12794	13249	13712	14192	14687	15198	15730	16280	16852	17439	18051	18680	19335	20005	23
24	12234	12664	13109	13561	14044	14535	15044	15568	16109	16674	17257	17863	18485	19134	19801	20495	21205	24
RANGE/ STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	RANGE/ STEP

APPENDIX 2 - FY2026 LEGISLATIVE SALARY SCHEDULE

3% COLA 3.5% step progression

6% grade progression

Legislative Salary Grid

Effective 7/1/25

RANGE/ STEP	1				-		~	-		10		10	10		45	10	47	RANGE/ STEP
		2	3	4	5	6	1	8	9	10	11	12	13	14	15	16	17	
S1	3298	3414	3534	3658	3786	3919	4056	4198	4345	4496	4654	4816	4985	5159	5340	5526	5720	S1
S2	3497	3618	3746	3878	4013	4154	4299	4450	4605	4766	4932	5105	5284	5469	5660	5859	6062	S2
03	3707	3836	3971	4110	4254	4404	4557	4716	4881	5052	5228	5412	5601	5797	6000	6210	6426	
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	
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
08	4962	5134	5314	5498	5694	5894	6098	6314	6533	6761	6996	7242	7496	7757	8028	8309	8598	
09	5260	5441	5633	5829	6036	6247	6464	6692	6925	7167	7416	7677	7946	8224	8510	8808	9114	
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	
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

RANGE/																		RANGE/
STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	STEP
S1	3364	3482	3605	3731	3862	3997	4137	4282	4432	4586	4747	4912	5085	5262	5447	5637	5834	S1
S2	3567	3690	3821	3956	4093	4237	4385	4539	4697	4861	5031	5207	5390	5578	5773	5976	6183	S2
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		2		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 <u>44.90.090(2)(h) RCW</u>, 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 17.3, Leave & Holidays]

MEMORANDUM OF UNDERSTANDING – PROFESSIONAL GROWTH REVIEW

The House Democratic Caucus solicited feedback from employees in 2023 focused on establishing a process for employee review and evaluation. This process, referred to as the Professional Growth Review (PGR) process, aims to highlight employee's talents and achievements, while providing important feedback for professional development. In recognition of the efforts made prior to the establishment of this Collective Bargaining Agreement, the parties agree that the current pilot shall remain in place until such time the Employer has finalized work on the intended goals. Upon completion of the pilot, the Employer shall provide an opportunity for the Union to review the PGR process and engage in impact bargaining, as appropriate.

This Memorandum of Understanding (MOU) shall remain in effect during the life of this Agreement and may be extended by mutual agreement of the parties. By their signatures, the parties acknowledge their understanding and agreement with this MOU:

Date

For Washington Public Employees Association:

/s/

Steve Sloniker Contract Administrator

For the House of Representatives:

/s/

Bernard Dean Date Chief Clerk, House of Representatives /s/

Hannah Hollander Date Director, Legislative Labor Relations