PREAMBLE

This Agreement is entered into by the Washington State Senate, 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 residents 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 Chapter 41.06 RCW (State Civil Service), they have been granted collective bargaining rights under Chapter 44.90 RCW.

The Preamble is not subject to the grievance procedure in Article 13, Grievance Procedure.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 5/26/2026	Christi Hill (Jun 3, 2026 13:36:35 PDT) Date 06/03/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE 1 - UNION RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining units consisting of all Legislative Assistants, Caucus Staff, and Supervisory Executive Assistants working for the Senate Democratic Caucus, as defined by the Public Employment Relations Commission certification decisions, and *Washington State Legislature, Senate,* Interim Decision 14384 (LECB, 2026)~~*Washington State Legislature, Senate,* Decision 13910-A (LECB, 2024)~~ and *Washington State Legislature, Senate,* Decision 13959 (LECB, 2024).

[PLACEHOLDER The bargaining unit description decision numbers will be updated when a final certification decision is issued by the Public Employment Relations Commission.-]

TENTATIVE AGREEMENT REACHED

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

For the Employer

Date 8/27/2026

Hannah Hollander, Director
OSLLR

For the Union

Christi Hill (Sep 10, 2026 08:38:46 PDT)

Date 09/10/2026

Christi Hill, Staff Representative
WPEA

ARTICLE 2 – DUES DEDUCTION & STATUS REPORTS

A. Dues deduction and revocations will be processed in accordance with RCW 44.90.100 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 the Union'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 Accounting 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. 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;
l. 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. <u>Indemnification</u>
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.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 7/21/2026	Christi Hill (Aug 25, 2026 12:50:09 PDT) Date 08/25/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

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 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 within thirty (30) calendar days of the changes.

4. Shop Stewards or the Union must provide notice to the Office of State Legislative Labor Relations (OSLLR) to prepare for and/or attend any representational activities during their work hours. OSLLR will send a notice to the employee's supervisor of their release time. ~~Shop Stewards 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 ~~Shop Steward expects the~~ activity is ~~to~~expected to take. ~~Shop Stewards will be granted reasonable paid time, as determined by the employer, during their normal working hours to investigate and process grievances.~~ 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:

a. ~~i~~Investigate and process grievances.

~~a.~~

b. ~~In addition, Shop Stewards will be granted reasonable paid time, as determined by the employer, during their normal working hours to prepare~~ Prepare for and attend meetings for representational activities, including:

a. ~~investigatory~~ Investigatory interviews and pre-disciplinary meetings~~;~~

b. ~~informal~~ Informal grievance resolution meetings

c. ~~, g~~Grievance meetings

d. ~~, a~~Alternative dispute resolution sessions~~,~~

e. M~~m~~ediation sessions

f. ~~, or a~~Any meeting at which both parties will be present with the intent to present or resolve a grievance held during their work time

g. ~~; and~~ Union New Employee Orientations

h. ~~and~~ And associated meetings~~.~~

Up to two (2) Shop Stewards 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. Time spent preparing for, traveling to and from, and attending meetings during the Shop Steward's non-work hours will not be considered as time worked.

6. Union Representatives and 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. Access

1. Union Representatives and Shop Stewards may have access to the Employer's offices or facilities in accordance with Employer policy

and Senate rules to carry out representational activities. Such activities will not disrupt the Employer's normal operations.

2. The Union Representative will provide as much advanced notice to OSLLR as possible. Due to the secure nature of the employers' offices, the Union Representative will have an employee chaperone them while in secure office areas; one (1) Shop Steward will be released to provide this support. OSLLR will provide the Stewards supervisor with a release notice. If a Shop Steward is unavailable, a represented employee, with notice and a release request, may provide this support. If a Shop Steward or represented employee is not available, OSLLR will secure an escort for the Union Representative. For example, this could be a Senate security officer, an employee in the Senate Administration, or a Human Resources employee. ~~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 meal periods and rest periods and before and after their normal work hours.

3.2 Use of State Facilities, Resources and Equipment

The Union has the right to communicate with members of the bargaining unit and to schedule meetings without interference from the Employer.

A. Meeting Space and Facilities

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. Meetings will follow the Senate Operating Policy on Meeting Requests.

Space is especially limited during legislative sessions, and securing a room for representational activities may be difficult. Reservations may be subject to cancellation if legislative needs require the space. If a larger room is not needed, the Shop Steward may conduct such meetings at their regular location or a designated breakroom.

Prior authorization must be obtained by notifying OSLLR via email to OSLLR@leg.wa.gov. When reserving a room, it needs to be noted that the reservation is for WPEA/Union activities.

Meetings need to be held clearly outside regular work hours.

B. Supplies and Equipment

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. Electronic Communications

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 and Shop Stewards 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/Shop Stewards 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 (OSLLR) with a copy to the Human Resources Office.

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. ~~Association Representatives~~Employees will be allowed to utilize Leave during the legislative session for this purpose;

B. The distribution does not disrupt the Employer's operation; and

C. During the Legislative session, the distribution will occur via desk drop. In those cases where circumstances do not permit distribution by this methods, alternative areas such as member mailboxes, newsstands, lunchrooms, break rooms and/or other areas mutually agreed upon will be used;

D. The employee must notify the OSLLR via email at OSLLR@leg.wa.gov~~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 Senate ethics rules and not request legislative employees to engage in prohibited activities.

3.6 ~~Access To~~ Union New Employee Orientation

Within ninety (90) calendar days of a new employee's start date in a Union bargaining unit position, the Employer will provide access to the employee during the employee's regular work hours to present information about the Union. 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 Union and will be for no less than thirty (30) minutes. Union meetings with new employees will include only the new bargaining unit employees, Shop Stewards and Union Representatives unless mutually agreed otherwise. ~~The~~ Up to Two (2) Shop Stewards 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 meetings or presentations given by the Union.

3.7 Employer Meetings

The employer maintains the right to schedule meetings with employees, either as a workgroup or individually. When the employer calls a meeting with half or more of a represented workgroup for the purposes in this section, they must identify if the meeting is disciplinary.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 8/10/2026	Christi Hill (Aug 25, 2026 12:52:04 PDT) Date 08/25/2026
Hannah Hollander, Director	Christi Hill, Staff Representative
OSLLR	WPEA

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 RCW 44.90.045(1);

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 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 2 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.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 5/12/2026	Christi Hill (May 25, 2026 18:28:47 PDT) Date 05/24/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

1

ARTICLE 5 – NONDISCRIMINATION & WORKPLACE BEHAVIOR

Consistent with the Legislative Code of Conduct, the Senate 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 Senate 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 13.

The Employer and the Union may discuss training materials regarding inappropriate workplace behavior through the labor management committee. The Employer agrees to provide training and the Union agrees to support and encourage participation in training to positively accept the diversity that exists in the workplace and to understand as well as to prevent all forms of discrimination.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 9/24/2026	Christi Hill (Sep 24, 2026 16:37:56 PDT) Date 09/24/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE 6 – MISCELLANEOUS TRAINING AND WORKLOAD PROVISIONS

6.1 New Legislative Assistants

It is the goal of the parties that all new employees have access to available resources. To facilitate this goal, all new Legislative Assistants will be afforded up to ~~five~~ Ten ~~(5)~~ (10) business days overlap between the outgoing and incoming Legislative Assistant, whenever possible.

6.2 Senator Departure

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~~ four years of service, and when that departure has been with less than two weeks' notice, the Employer will keep a Legislative Assistant employed for ~~ten~~ fifteen workdays to manage these responsibilities for the retiring Senator.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 9/1/2026	Christi Hill (Sep 10, 2026 08:47:49 PDT) Date 09/10/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE 7 - SEVERE INCLEMENT WEATHER, NATURAL DISASTER, & OTHER EMERGENCY CIRCUMSTANCES

7.1 If the Employer determines for any reason, including but not limited to, inclement weather, natural disaster, or other emergency circumstances, 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.

Should hazardous conditions exist due to inclement weather, employees scheduled to work may have the option to work remotely or to take leave as needed.

7.2 Absence due to an employee's inability to report for scheduled work (including inability to work remotely) because of inclement weather or conditions caused by inclement weather shall be taken in any order chosen by the employee:

A. Any accrued annual leave; granted leave, or comp time~~;~~
B. Accrued sick leave up to a maximum of three days in any calendar year;
C. Leave without pay.

7.3 Tardiness due to an employee's inability to report for scheduled work because of inclement weather or conditions caused by inclement weather will be allowed up to two hours at the beginning or end of the work day. Inclement weather tardiness in excess of two hours shall be charged as provided in 7.2.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 9/24/2026	Christi Hill (Sep 24, 2026 16:36:49 PDT) Date 09/24/2026
Hannah Hollander, Director	Christi Hill, Staff Representative
OSLLR	WPEA

ARTICLE 8 – 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 mandatorysubjects@wpea.org 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.

8.1 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 one (1) work week 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.

8.2 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~~ five (~~3~~5) 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~~ five (~~3~~5) 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 agency. Attendance at preparatory meetings during the employees' non-work time will not be compensated nor considered as time worked.

C. Travel

1. 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 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.

2. No granted/comp, or flex time will be accrued as a result of negotiations, preparation for and/or travel to and from negotiations.

3. 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.

TENTATIVE AGREEMENT REACHED

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

For the Employer		For the Union	
	Date 5/12/2026	Christi Hill (May 25, 2026 18:30:25 PDT)	Date 05/24/2026
Hannah Hollander, Director OSLLR		Christi Hill, Staff Representative WPEA	

ARTICLE 9 – 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 agency according to RCW 4.24.490 and 4.92.070. Nothing in this section should be construed as limiting the Employer's right to determine who shall provide legal representation, as per RCW 43.10.045.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 5/26/2026	Christi Hill (Jun 3, 2026 13:38:09 PDT) Date 06/03/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE 10 – 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 ~~three (3)~~five (5) representatives selected by the Union, in addition to paid Union staff representatives, and up to ~~three (3)~~six (6) Employer and/or the Office of State Legislative Labor Relations (OSLLR) representatives~~, in addition to a representative from the Office of State Legislative Labor Relations (OSLLR)~~. 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 Union 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.

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 agency. 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 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.

5. Each party will provide the other with any topics for discussion at least ~~ten (10)~~seven (7) 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 13.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 5/26/2026	Christi Hill (Jul 7, 2026 15:21:17 PDT) Date 07/07/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE 11 – HEALTH & SAFETY

11.1 Workplace Safety and Health

The Employer and the employee 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: https://www.lni.wa.gov/safety-health/. Safety committees will be established in accordance with Washington Administrative Code. The Safety Officer's name and phone number will be posted on WISHA workplace posters.

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 health-related 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.

E. Smoking is prohibited within Employer facilities, buildings, and vehicles.

11.2 Safety Committee

The Employer will form joint safety committees 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 will be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the Secretary of the Senate for review and action, as necessary. The Secretary of the Senate or designee will report follow-up action/information to the Safety Committee.

11.3 Ergonomic Assessments

At the request of the employee, the Employer, in collaboration with other agency partners, will ensure that an ergonomic assessment of the employee's workstation at the Capitol Campus 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 workstation 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 five ~~thirty~~ (5~~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~~ten (10~~60~~) business days from the date of receipt of the request, or as soon as practicable. If the assessment cannot be completed during this timeframe, the Employer will keep the employee informed of the revised timeline. The Employer will expedite completion of these requests during the legislative session. Solutions to identified issues/concerns will be implemented within available resources.

The Employer will inform new employees upon hire about ergonomic resources available to them, including an assessment of their workstation during their new employee orientation in ~~Olympia that they may receive an assessment~~, if ~~the employer's~~ personnel are available. Otherwise, instructions for self-assessment and review will be provided.

11.4 Air Quality Assessments

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee provision above.

If an assessment recommends it, the Senate will pay for air quality equipment.

11.5 General Safety and Security

The Employer shall maintain safe and secure access points of entry, which may include,

but is not limited to:

A. X-ray machines and metal detectors, physical and card reader door locks, keys, and key cards; and

B. The Washington State Patrol or contracted security agency through a combination of visible uniformed officers, plain-clothes officers, and security cameras monitoring entrances, exterior grounds, lobbies and walkways. Prior to the adoption of any non-emergency changes safe and secure access points of entry, the Union will be invited to provide input regarding changes to the access points of entry.

C. The Employer shall strive to keep Employees informed regarding bona fide threats at the workplace and other safety concerns, when appropriate.

The Employer and the union share an interest in maintaining a secure workplace. Employees are encouraged to report damaged, broken, malfunctioning, or inadequately deployed safety equipment. The employer will evaluate the concern. Upon the union's request, a status report will be provided. The union may add safety concerns to the LMCC agenda per Article 10.

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.

When 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 agency.

11.6 COVID-19 and Other Contagious Conditions

A. Employees are encouraged to use sick leave when sick. Employees will contribute to a healthy workplace, including not knowingly exposing members of the legislative community and the public to contagious conditions that could jeopardize the health of others. When an employee self-reports that they have a contagious health condition, upon determination and approval by the Employer that the employee is able to work at home or an approved alternative location and if the employee requests to work at home or an alternative location, the employee may be assigned to work from home or the alternative work location; otherwise, the Employer may require the employee to use leave.

B. Paid Sick Leave for Session Staff
During each long session, session staff will receive three (3) days and during each short session, session staff will receive two (2) days of paid sick leave to be used when the session employee’s attendance at work would be in violation of subsection A, above, or for any other reason for which sick leave is appropriate under Senate policy.

C. Shared Leave
Any annual employee who would otherwise have to use leave without pay to avoid exposing others to the employee’s own severe contagious condition such as COVID-19, may request shared leave consistent with the Employer’s policy.

D. COVID 19
To ensure the health and wellbeing of all who visit the Capitol, the Employer may offer testing supplies, as appropriate, to address trending patterns of illness.

E. Employees who test positive for COVID-19 may be required to follow current public health recommendations for isolation and quarantine or requirements established by Employer policy.

F. The Employer will encourage all employees to follow best practices as outlined by Department of Health guidelines in preventing the spread of airborne illness.

G. The Employer will follow its practices regarding blood-borne pathogens.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 8/10/2026	Christi Hill (Aug 25, 2026 12:54:34 PDT) Date 08/25/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE 12 – DISCIPLINARY AND NON-DISCIPLINARY ACTIONS~~DISCIPLINE~~

12.1 Disciplinary Action

The Employer may take disciplinary action. Disciplinary action may include oral and written reprimands, reductions in pay, demotions, suspensions, or other disciplinary actions. Oral reprimands will be identified as such. When making a disciplinary decision, the Employer will conduct an 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.

12.2 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.

12.3 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.

12.4 Discussion Prior to Disciplinary Action

Prior to the imposition of a reduction in pay, suspension, or demotion, the Employer will schedule an informal administrative meeting with the employee to provide an overview of the allegations and allow the employee an opportunity to respond. Employees will be entitled to Union Representation per Article 12.3.

The scheduling, occurrence, or omission of this meeting does not confer upon the employee any property interest, due process right, or entitlement to continued employment. The Employer reserves the right to bypass this meeting entirely if circumstances warrant immediate action.

12.5~~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 appeal in writing as to why the disciplinary actions should not have been taken. An employee's written appeal must be provided to the Secretary of the Senate's Office within seven (7) calendar days of the notification date of the disciplinary action. Disciplinary action meeting with the Employer will be considered time worked.

12.6 Performance Improvement

Performance improvement is considered non-disciplinary per Article 12.7.F.

Employees will be provided with at least one opportunity to improve their performance prior to separation, including but not limited to: coaching, counseling, additional training opportunities, or a performance improvement plan. When discussing opportunities for improvement, the employee will be notified that their current performance could result in separation. The employee's supervisor shall be involved in the plan details. The employer must provide written notice detailing the deficiency.

Any action which is based upon the Employer's judgment concerning the performance of an employee, and which has been documented through a process of performance management, is final and may not be challenged through the grievance procedure.

12.7~~5~~ Non-Disciplinary Actions

The following are not considered discipline and are not subject to the provisions of this Article or the grievance procedure, except as noted below:

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, per RCW 44.90.090.

B. The layoff of an employee following an election, appointment, or resignation of a legislative member, per RCW 44.90.090.

C. The separation of an employee for engaging in partisan activities that are incompatible with the employee's job duties or positions, per [RCW 44.90.090].

D. Layoffs, temporary layoffs, furloughs, or other reductions in pay for budget reduction purposes.

E. The removal of a remote work agreement due to a change in work expectations or noncompliance with the remote work agreement. Such removal may be grieved up to Step 2 of the grievance procedure.

F. Improvement measures such as performance improvement plans, coaching, counseling, evaluations, training, directives, and feedback, or other non-disciplinary communications between the Employer and the employee.

G. Separations from employment. All employment with the Senate is at-will.

12.8~~9~~ Non-Disciplinary Conflict Resolution Meeting

Employees who have identified a conflict, including communication challenges, with their supervisor/Senator 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, or the supervisor/Senator. Written notice of the meeting will be made to all attendees and explicitly state that it is a conflict resolution meeting. This meeting is not disciplinary and would not prohibit an employee from participating in the transition pool. Effort will be made to have both the supervisor and employee at the meeting.

12.9~~10~~ Consideration of Separation

Depending on the nature and severity of the concerns, employees under consideration for separation due to performance issues may receive written or oral feedback regarding the concerns, with an opportunity to improve any deficiencies, prior to being placed on the transition pool list or separated.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 9/24/2026	Christi Hill (Sep 24, 2026 16:36:05 PDT) Date 09/24/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE 13 – 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.

13.1 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 (OSLLR).

13.2 Filing a Grievance

A. The Union 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 (OSLLR).

B. 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.

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

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.

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 Union 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 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.

13.3 Grievance Processing:

Step 1. Chief Human Resource Officer

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 Human Resource Officer by providing a written grievance to the Senate's Human Resources Officer (Senate.HRO@leg.wa.gov) with a copy to the Office of State Legislative Labor Relations (osllr@leg.wa.gov). The grievance is not considered filed until it has been provided to the Senate's Human Resources Office, Secretary of the Senate, and the Office of State Legislative Labor Relations (OSLLR).

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

Any resolution reached at Step 1 of the grievance procedure shall be binding only for the particular grievance and shall not be considered precedent setting.

Step 2. Secretary of the Senate

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

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

Any resolution reached at Step 2 of the grievance procedure shall be binding only for the particular grievance and shall not be considered precedent setting.

Step 3. Mediation

In the event the grievance is not resolved at the prior steps and the grievance was not filed over removal of a telework agreement, as specified in Article 12, Discipline, 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. Arbitration Panel

If the grievance is not settled at Step 3, the Union may, within thirty (30) calendar days after completion of Step 3, submit a written request for arbitration. The request to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the completion of Step 3, with a copy to the Employer and the Office of State Legislative Labor Relations (OSLLR).

1. <u>Selecting an Arbitrator (Panel Chairperson)</u>
   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.

2. <u>Selecting the Panel</u>
   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.

3. 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.

4. 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.

5. <u>Authority of the Arbitration Panel</u>
   A. The panel will:
      i. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;

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

      iii. Not have the authority to order the Employer to modify their staffing levels.

   B. 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.

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

13.4 Arbitration Costs

A. 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.

B. 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.

C. 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. Should the Employer determine that the record of the arbitration is responsive to a request pursuant to RCW 42.56, it will provide a minimum of ten (10) days' notice to the Union and the grievant prior to release.

D. 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.

E. 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.

13.5 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 (OSLLR) 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.

TENTATIVE AGREEMENT REACHED

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

For the Employer

Date 8/27/2026

Hannah Hollander, Director
OSLLR

For the Union

Christi Hill (Sep 10, 2026 08:46:05 PDT)

Date 09/10/2026

Christi Hill, Staff Representative
WPEA

ARTICLE 16 – 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 Union's collective bargaining rights with respect to matters that are mandatory subjects under the law.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 5/26/2026	Christi Hill (Jun 3, 2026 13:34:03 PDT) Date 06/03/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE 17 – 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.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 5/26/2026	Christi Hill (Jun 3, 2026 13:31:43 PDT) Date 06/03/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE 18 – 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~~2029.

B. Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2026~~2028, and no later than February 28, ~~2026~~2028. 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.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 5/12/2026	Christi Hill (May 25, 2026 18:23:47 PDT) Date 05/24/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE X – HIRING

A. Methods to fill a vacancy:

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:

1. Open competitive recruitment, in which anyone may apply for the position.

2. Limited internal competitive recruitment, in which only Senate employees, including current temporary employees or session employees, may apply for the position.

3. Direct appointment, in which the Employer may appoint a person to a vacant position.

B. Posting of positions:

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.

C. Feedback opportunities:

The Employer 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 Senate positions and opportunities.

D. Internal Candidates for Permanent Positions:

Internal candidates are encouraged to apply for any position for which they believe they have the requisite skills and abilities.

Every internal candidate who meets the minimum qualifications for recruitment, as determined by the Employer, will be allowed to proceed to the first stage of the hiring process for caucus positions.

Every internal candidate who meets the minimum qualifications for recruitment, as determined by the Employer, will be offered an interview as part of the hiring process for Legislative Assistant positions.

Should an internal applicant, including those in the transition pool (ArticleX.X), be rejected, the Employer will send them a written notice of the rejection, which will include whether the Employer believes the employee met the minimum qualifications for the position.

E. Re-Hired Employees

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 Senate policies which consider prior experience and education.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 9/24/2026	Christi Hill (Sep 24, 2026 16:34:54 PDT) Date 09/24/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

ARTICLE X~~12~~ – SENATE LEGISLATIVE ASSISTANT -TRANSITION POOL AND SENATE DELAYED SEPARATION PROGRAM

X.1~~12.6~~ Eligibility for Senate Legislative Assistant Transition Pool List and Senate Delayed Separation Program

To assist employees who may be subject to a separation transition to other employment, the parties agree to create a Legislative Assistant Transition Pool List and a 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~~1-year~~s~~ or longer~~, at least 1-year of which was in a Senate position~~, or has held a position in the House or Senate for at least 3 sessions, at least 2 of which were in the Senate. Under special circumstances, the Employer may allow employees who do not meet this threshold to be eligible for the Senate Legislative Assistant Transition Pool List and Senate Delayed Separation Program; and

B. The employee has been notified they will be separated; and

C. The separation is not the result of a budget-driven layoff or furlough; and

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; and

E. The separation will occur in less than ninety (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 Legislative Assistant 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.

X.2~~12.7~~Senate Legislative Assistant Transition Pool List ~~and Delayed Separation Program~~

Employees who will be separated due to their member's decision to not run for reelection, an election outcome, retirement, death, resignation, or removal from office, or if the Senator makes a staffing change that will result in separation of an employee, and who meet the eligibility criteria in Article X.1 may request that their name be placed on the Legislative Assistant Transition Pool List. The employee must request in writing, via email to Senate Human Resources

(Senate.HRO@leg.wa.gov) or to their LA Coordinator, to have their name included on the list, and include a copy of their most recent resume. 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.

Under special circumstances ~~, and with approval of the Union,~~ the Employer may allow employees who do not meet one of the above criteria to place their name on the Legislative Assistant Transition Pool List.

When a vacancy occurs, Senators will be provided with the names and resumes of employees in the Legislative Assistant Transition Pool for review. The Employer will consider employees who have requested placement on the Legislative Assistant Transition Pool List, all of whom must have the skills and abilities to perform the duties of a position being filled.

Employees will be removed from the Legislative Assistant Transition Pool List upon appointment to ~~a~~ another permanent position, acceptance of a position with another employer, or after ~~sixty (60)~~ ninety (90) calendar days, whichever occurs first. Employees in the Legislative Assistant Transition Pool who are not rehired within the first ninety (90) calendar days may request in writing to Human Resources to remain in the Pool for an additional ninety (90) calendar days.

Participation in the Delayed Separation Program or being offered temporary employment under Article X.5 does not preclude employees from being in the Legislative Assistant Transition Pool.

X.3 Separation of Employees Not Eligible for Legislative Assistant Transition Pool

Employees who have not been employed long enough to meet the eligibility criteria in Article X.X, 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.

X.4~~3~~ Senate Delayed Separation Program

Employees who meet the eligibility criteria in Article X~~8~~.1 may participate in the Delayed Separation Program. Under special circumstances, ~~, and with approval of the Union,~~ the Employer may allow employees who do not meet one of the above criteria to utilize the Delayed Separation Program. Placement in the Delayed Separation Program affords the employee the following benefits effective the date of the separation:

A. ~~Five (5)~~ Ten (10) 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 using sick leave, the employer may ask for verification. ~~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 (1) paid day of leave (8-hours) is used in the last month, per PEBB rules (WAC 182-12-131). Otherwise, the use of the listed leave benefits may be in any order, at the discretion of the employee.

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

X.5 Temporary Employment.

Instead of using the Delayed Separation Program, ~~In addition,~~ upon notice of separation, employees who meet the eligibility requirements in Article X.1 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 and remains~~, at the end of the session should the employee be~~ unsuccessful in securing a permanent position by the end of session, they will be separated from employment.

TENTATIVE AGREEMENT REACHED

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

For the Employer

Date 9/24/2026

Hannah Hollander, Director
OSLLR

For the Union

Christi Hill (Sep 24, 2026 16:34:00 PDT)

Date 09/24/2026

Christi Hill, Staff Representative
WPEA

ARTICLE XX – WAGES & ECONOMIC TERMS (COALITION AGREEMENT)

XX.1 General Terms

A. Effective July 1, 2027~~5~~, all salary ranges and steps of the "FY2026~~5~~ Legislative Salary Schedule" in Appendix 1 will be increased by ~~3~~0.0%, as shown in Appendix 2, FY2027~~6~~ Legislative Salary Schedule.

B. Effective July 1, 2028~~6~~, all salary ranges and steps of the "~~FY2026~~ FY2027Legislative Salary Schedule" will be increased by ~~2~~0.0 %, as shown in Appendix 3, FY2028~~7~~ Legislative Salary Schedule.

[Us Too Clause: For the July 1, 2028, COLA, The Legislature will match any bargained General Wage Increases (GWI) by either the WFSE General Government or WPEA General Government contracts, whichever is higher, negotiated in their Wage Reopeners, which are bargained and agreed to by October 1, 2027. If no GWI is bargained in their reopeners, the COLAs for the FY2028 Legislature will be 0%.]

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, 2027~~2025~~, taking prior experience and education into account.

Legislative Assistants will receive a copy of their resume analysis as part of their hiring materials. Legislative Assistants may request a meeting with their HR department to discuss the resume analysis. A Legislative Assistant may request their resume to be re-analyzed once, within the first three months of their employment if they believe the employer has made an error in their analysis.

D. **Office coverage**

With approval of the Employer, Legislative Assistants ~~may~~ will receive a temporary pay increase of twenty-five percent (25%) of their base salary for covering another office for a period ~~exceeding~~ of four (4) weeks or more~~, 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 their typical interim schedule as annual, compensatory, or granted leave during the covering assignment, the pay increase may be temporarily suspended for the period of leave taken.

With approval of the Employer, Legislative Assistants will receive a temporary pay increase of ten percent (10%) of their base salary for covering another office for a period of two (2) to four (4) weeks. Coverage assignments may 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. An employee providing short term office coverage is not allowed to take annual, granted, or compensatory leave during the duration of the coverage, unless an exception is made by the Employer for special circumstances.

When the absent employee has been out for four weeks or more and returns, up to two (2) business days of overlap between outgoing and incoming legislative assistants will be granted. The office coverage pay will continue for the legislative assistant providing coverage.

When a new employee is hired to fill a vacancy where there has been office coverage, up to five (5) days of overlap between outgoing and incoming legislative assistants will be granted. The office coverage pay will continue for the legislative assistant providing coverage.

E. Locality Premium

Legislative Assistants, excluding temporary session employees, who reside in King County as their primary residence 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 and must provide notice to the employer within fourteen (14) calendar days of the change in their residence. Verification of primary residence in King County may be requested.

F. Internet Stipend

The Employer will provide to each employee, excluding temporary session employees, a monthly stipend of ~~thirty-five~~ forty dollars ($~~35~~40.00) to offset the use of home internet.

G. **Session Relocation Allowance and ~~Rent Reimbursement~~Housing Allowance for Legislative Assistants**

1. **Eligibility.** To be eligible for the relocation allowance and housing allowance:

   a. The employee's permanent residence must be 50 miles or more from Olympia

   b. Employees must provide a signed lease/agreement to be eligible for the relocation allowance and housing allowance; and

c. Employees must maintain a temporary residence in Thurston County or a neighboring county in consultation with the employer during session, in addition to a permanent residence elsewhere.

2. **Session Relocation Allowance.** The employer will pay each Legislative Assistant a flat One-Hundred and fifty dollars ($150) to assist with relocation expenses.

~~1.~~3.**Housing Allowance.** The employer agrees to maintain current practices ~~throughout the life of this agreement.pay~~for the timeframe of paying the housing allowance. Eligible employees shall receive eighty dollars ($80) ~~for each day of legislative session~~a day for session housing.

H. Caucus Staff Session Housing Allowance

1. Permanent 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~~ seven-hundred and twenty-five dollars ($~~675~~725.00) per month during session.

2. **Session Relocation Allowance.** The employer will pay each Caucus Staff who qualifies a flat Two-Hundred dollars ($200) to assist with relocation expenses.

~~H~~I. Daily Travel Allowance

Represented employees, excluding session employees and Senate Democratic Caucus staff~~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:

1. The employee resides more than 50 miles from Olympia.

2. The employee drives their personal vehicle to Olympia.

3. If the employee moves less than 50 miles away from Olympia, they must provide notice to the employer of their change in residence within fourteen (14) calendar days. Employees shall not receive the allowance if they do not reside at least 50 miles from Olympia. Verification of primary residence may be requested.

~~I~~J. **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.

K. 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.

XX.2 Senate-Only Coalition Supplemental Agreement

A. **Assigned Session Supervisory Authority**

Legislative Assistants, excluding temporary session employees, 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 employees in the Executive Assistants, and Legislative Assistants classification series mileage and travel expenses for up to four (4) round trips to their Senator's district per fiscal year. All travel will be consistent with the Senate's Travel Requests and Reimbursements policy.

The Senate will reimburse temporary Session Aides mileage and travel expenses for up to three (3) round trips to their Senator's district per legislative session. 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 permanent employees a cell phone to be used for official business. Senate employees, excluding session employees, may instead 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.

An employee must wait until their cell phone contract expires before moving from a provided cell phone to a stipend.

~~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).~~

D. Session Aides Relocation. ~~:~~

A senator's session aide who resides more than 50 miles from Olympia, may be reimbursed for travel expenses (mileage or airline) for one round trip from their Washington residence to Olympia and return for purposes of session employment.

XX.3 House-Only Coalition Supplemental Agreement

A, Cell Phone Stipend

House employees, excluding session 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, excluding session employees, 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 year~~s 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.~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

Date 9/24/2026

Hannah Hollander, Director
OSLLR

For the Union

Christi Hill (Sep 24, 2026 11:55:40 PDT)
Date 09/24/2026

Christi Hill, Staff Representative
WPEA

Rob Barnes
Rob Barnes (Sep 24, 2026 10:47:27 PDT)
Date 09/24/2026

Rob Barnes, President
LPA

ARTICLE X – LEAVE & HOLIDAYS (COALITION AGREEMENT)

X.1 General Leave Provisions

A. **Leave Use.** Employees may use leave in accordance with the employer's policies.

B. **Submitting Leave.** Employees need to submit leave in advance in accordance with the employer's policies.

C. **Verification.** The Employer may require verification or certification for leave use for sick leave beyond 3 days, civil/jury duty leave, military leave, bereavement leave, domestic violence leave, blood donation leave, or shared leave.

D. **Part-Time Employees Prorated Leave.** Permanent employees who work less than full-time earn annual and sick leave on a pro rata basis, based on the number of hours worked in paid status during a month.

X.2~~1~~ Annual Leave

A. **Accrual.** Permanent full-time employees accrue annual leave at the following rate based on years of service:

ACCRUAL RATES FOR NON-REPRESENTED, WAC 357-31-162			
Years of Service	Monthly Accrual in Hours	Annual Accrual in Hours	Annual Accrual in Days
During 1st and 2nd year	9.33333	112	14
During 3rd year	10.00000	120	15
During 4th year	10.66667	128	16
During 5th & 6th years	11.33333	136	17
During 7th, 8th & 9th years	12.00000	144	18
During 10th through 14th years	13.33333	160	20
During 15th through 19th years	14.66667	176	22
During 20th through 24th years	16.00000	192	24
During 25th year and thereafter	16.66667	200	25

This schedule shall be applied based on current continuous state employment through the fifth year, and on total years of state employment from the sixth year on.

B. **Annual Leave at Separation.** When a permanent employee who has been employed at least 6 consecutive months with the current employer separates from the employer's service by reason of resignation with adequate (14 calendar days) written notice, layoff, dismissal, retirement, or death, they are entitled to a lump sum payment of unused annual leave. The compensation shall be computed by using the formula published by the Office of Financial Management. Any payment is not to be included in the computation of retirement benefits.

C. **Annual Leave Balance Transfer.** Employees hired from state agencies without a break in state service shall be authorized to transfer up to two hundred eighty (280) hours of accumulated annual leave. In limited circumstances, the Employer may grant an employee to transfer more than 280 hours.

X.3 Sick Leave

A. Full-time permanent employees accrue eight (8) hours of sick leave per month.

B. **Sick Leave Balance.** Employees hired from state agencies without a break in state service shall be authorized to transfer accrued sick leave.

C. **Attendance Incentive Program.** The attendance incentive program is operated in alignment with RCW 41.04.340. Employees who meet the thresholds set in statute are notified annually and may elect in writing to convert a portion of their sick leave to monetary compensation annually in January. Eligible staff who opt to participate will receive 1 day of pay for every 4 days of leave converted. The hours converted will be deducted from the employee's sick leave balance.

D. **Sick Leave Restoration.** Former state employees who are re-employed within five years of separation from state service shall have their former unused sick leave balance restored.

X.4 State Holidays

A. Employees are entitled to the following paid state holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving	4th Thursday in November
Native American Heritage Day	Friday after Thanksgiving
Christmas Day	December 25
One personal holiday of the employee's choosing	

Whenever any legal holiday falls upon a Sunday (except for Sunday itself), the following Monday shall be the legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

B. **Holidays during Legislative Session.** Employees are required to work on all recognized state holidays that occur during a legislative session. For each state holiday that an employee works during legislative session or any special legislative session, an additional eight (8) hours of granted leave will be allotted within 5 business days following the end of the legislative session. The holiday granted leave expires on December 31st of each year.

If an- employee leaves their job before using these hours, the hours will be cashed out to the employee on their final paycheck.

C. **Personal Holiday.** Employees accrue one personal holiday per calendar year. A personal holiday is defined as one shift which is equivalent to one day of paid leave. Personal holidays are accrued on the first business day of the calendar year for current employees.

New employees accrue a personal holiday with their first paycheck. They may use it immediately during the interim or in lieu of sick leave during session.

X.5 Civil/Jury Duty Leave

Employees are permitted to take leave, with pay, for approved civil duty, to serve on jury duty, to serve as a trial witness, or to exercise other subpoenaed civil duties.

An employee is allowed to retain any compensation paid to them for their jury duty or trial witness service.

An employee will receive paid leave to appear as a witness in court or an administrative hearing, if:

(1) The employee has been subpoenaed on the employer's behalf; or
(2) The subpoena is for a legal proceeding which is unrelated to the personal or financial matters of the employee.

Nothing in this section will preclude an employee from being paid to appear in court or an administrative hearing on behalf of the Employer.

An employee will inform the Employer when notified of a jury summons or subpoenaed civil duties and will cooperate in requesting a postponement of jury duty service if warranted by business demands. If a jury summons is scheduled during session, a postponement will be pursued.

If an employee is released from jury duty or subpoenaed civil duties and there are two (2) hours or more remaining on their work shift, the employee will be required to return to work.

X.6 Military Leave

Pursuant to RCW 38.40.060, an employee who is a member of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th in order that the person may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status.

X.7 Bereavement Leave

For the purposes of bereavement leave only, the family member definition for an employee shall be considered any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship. If a family member dies, or for the loss of a pregnancy, the employee is entitled to five days of paid bereavement leave. An employee may request less than five days of paid bereavement leave.

In addition to paid bereavement leave, the employer may approve an employee's request to use accrued leave or to take leave without pay for purposes of bereavement, including loss of pregnancy.

For the purpose of this section, loss of pregnancy, a qualifying pregnancy is defined as the pregnancy of the employee, including as a surrogate, or employee parent-to-be, including through surrogacy or adoption, where the employee would have been the parent.

X.8 Domestic Violence Leave

Pursuant to Chapter 49.76 RCW, if an employee or their family member is a victim of domestic violence, sexual assault, stalking, or a hate crime, the employee may take leave for the following purposes: legal or law enforcement assistance and court proceedings; medical and psychological help; assistance from social service programs; safety planning; and relocating. An employee may use sick leave, annual leave, compensatory time, granted leave, a personal holiday, or unpaid leave for these purposes.

X.9~~1~~ Blood Donation Leave

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.

X.10 Shared Leave

The Washington state leave sharing program permits state employees, at no significantly increased cost to the state of providing annual leave, sick leave, or personal holidays, to come to the aid of a fellow state employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; a fellow state employee who is a victim of domestic violence, sexual assault, a hate crime, or stalking; a fellow state employee who is sick or temporarily disabled because of pregnancy disability or for the purpose of parental leave; a fellow state employee who has been called to service in the uniformed services; or a fellow state employee whose absence from work is due to the involvement of the employee or employee's relative or household member in an immigration enforcement action, which has caused or is likely to cause the employee to take leave without pay or terminate their employment.

The shared leave program is operated in accordance with RCW 41.04.650 through RCW 41.04.671. Following the employer's policies, employees who meet the eligibility and leave thresholds may be approved to receive shared leave or to donate shared leave, subject to the approval of the employer.

X.11 Leave Use Plan

The employer and employees agree that interim provides opportunities for employees to use leave. The employer encourages and supports leave use while balancing the operation needs and the needs of the people they serve.

To facilitate the use of accrued leave, employees are encouraged to plan for and request leave for periods of one week or greater, at the beginning of each interim. Requesting leave early in interim enables the employer to better support the leave request. Legislative Assistants must discuss their leave plans with their member.

Employees who have not used or requested any annual leave by the 4th week of interim after a long session or by the 8th week of the interim after a short session will be asked to create a leave use plan. Employees are encouraged to discuss any barriers to leave use with the employer so that the employer can facilitate leave use during the interim, which could include a conversation with the supervisor or legislator.

Employees with excess leave (hours in excess of 280) that is set to expire on their anniversary date must develop a leave use plan. The employer will provide notice to employees who are forecasted to lose excess leave.

Nothing in this section prevents an employee from requesting an update to a leave request.

X.12~~2~~ Employee Assistance Program (EAP)

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

X.13~~3~~ Family Member Definition for Sick Leave Purposes

~~See Appendix 5.~~

Family member means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

"Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

Child means, including a biological, adopted, or foster child, stepchild, a child's spouse, or for whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status.;

Grandchild means a child of the employee's child.

Grandparent means a parent of the employee's parent.

Parent means biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

Spouse;

State registered domestic partner as defined by RCW 26.60.

X.14 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.

Tentative Agreement Reached

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

For the Employer

Date 9/24/2026

Hannah Hollander, Director
OSLLR

For the Union

Christi Hill (Sep 24, 2026 16:29:31 PDT)

Date 09/24/2026

Christi Hill, Staff Representative
WPEA

Rob Barnes
Rob Barnes (Sep 24, 2026 10:24:32 PDT)

Date 09/24/2026

Rob Barnes, President
LPA

ARTICLE X

INTERIM HOURS AND COMPENSATORY TIME

A. **Tracking Hours and Compensatory Time for Legislative Sessions**

Employees are salaried and in consideration of the longer hours required during session, the Employer permits employees to work fewer hours in the interim–with no corresponding reduction in pay in lieu of overtime compensation (see options below in sections B and C).

Employees who track and document overtime hours worked may earn additional leave above and beyond the standard annual leave hour compensation that all employees receive in the form of a reduced interim work week or additional hours of granted leave, as described below in Article X.B.

1. **Tracking**. The employers provide employees with the opportunity to track their overtime, and if they exceed 160 hours, they will accrue compensatory leave for use during the interim. No one is required to track hours.

    a. Tracked interim hours are based upon the workday approved by the employer.

    b. ~~**Senate**: e~~Employees may begin tracking their hours two months before the first day of session. They may track up to twenty days after the legislature adjourns sine die and during any special sessions.

    In special circumstances and with the approval of the ~~Secretary of the Senate~~Employer, extraordinary hours worked outside this date range may also be tracked and counted for the upcoming session. Approved hours worked outside of the date range, but within eight (8) weeks after Sine Die, will be included in the previous sessions' comp hours calculation.

    ~~c. **House**: employees may begin tracking their hours eight weeks before the first day of session and continue eight weeks after the legislature adjourns sine die and during any special sessions.~~

2. **Approval**. Employees who choose to track their hours must do so in accordance with instructions prescribed by the employer. Tracked hours must be submitted weekly by 5:00 p.m. on Wednesday of the following week. If overtime is not submitted by Wednesday, the hours may not be accepted. To ensure accurate records, employees are encouraged to record their overtime daily.

3. **Accrual**.

   a. Up to thirty minutes worked during an employee's lunch break may be counted if work was reasonably necessary for completion of the employee's job duties.

   b. There is no cap on the amount of compensatory time an employee may earn under this section.

   c. The employee understands that while overtime might be unavoidable, it is the employer's goal to balance its use. Overtime is permitted only in instances where there is a business need and tangible work product.

   d. Employees are not permitted to count overtime hours when commuting to and from work as it is not considered work time.

   e. Employees are not permitted to put in leave and also claim overtime for the same ~~timeframe~~hours. In instances where an employee works when they have submitted leave, the employee must reduce their leave use, rather than claim overtime.

   f. Employees need to exceed 160 hours of overtime to begin accruing compensatory time. Hours worked on a tangible product to meet a business need beyond an employee's approved work schedule may be counted as extraordinary hours under this section.

   g. Employees may accrue overtime when they work beyond their approved scheduled work hours.

4. **Usage**. During the interim, compensatory time may be taken in the same manner as annual leave. It can also be used in lieu of sick leave, but must be noted as such.

5. **Expiration**. Compensatory time shall last the duration of the biennium in which it is earned. Compensatory time not used at the end of the biennium in which it was earned shall expire on December 31 of even calendar years.

6. Compensatory time has no cash value and may not be used in any calculation for retirement purposes.

B. **Reduced Work Schedule or Additional Granted Leave in the Interim**

1. In recognition of employees who work exceptionally long hours preparing for and during sessions, employees are provided additional

benefits during the interim in the form of either a reduced work week of 35 hours or granted leave for those who maintain the 40-hour work week. This benefit is available to employees regardless of whether they track overtime. Employees may choose between the following two options:

a. A 35-hour work week, equivalent to approximately 400 hours of granted leave over the course of the biennium. Or,

b. 40- Hour Work Week with Granted Leave:

i. Employees who have excess annual leave (hours in excess of 280) ~~will~~ may not be approved to work an interim schedule of 40 hours in a work week with additional granted leave.

~~ii. **House** employees who maintain a 40-hour work week are provided 80 hours of granted leave.~~

~~iii.~~ii. ~~**Senate**~~ ~~e~~Employees who maintain a 40-hour work week are provided 120 hours of granted leave.

2. Employees must follow the employer's policies for selecting an interim schedule. Once an employee is approved for either a reduced work schedule or additional granted hours, the selection cannot be changed for the duration of that interim.

3. Session Employees who are hired into a full-time regular position within the same year after the regular session has concluded are eligible for ArticleX.B.1. If an employee chooses to remain on a 40-hour work week with granted leave per ArticleX.B.1b, they will receive prorated granted leave for the time remaining in the interim.

4. Full-time regular employees hired after the session has concluded are required to work a 40-hour work week, with no granted leave allotment, but may be approved to work a compressed schedule.

C. **Alternative Interim Work Schedules**

1. Employees may also take advantage of several scheduling options, all of which require advance approval per the employer's policies.

2. Termination of Interim Flex-work schedules:

a. ~~**House.**~~ All interim work schedules conclude the week preceding the start of session.

An employee who is approved for a compressed schedule and works 4 or more hours of overtime on a compressed day off two or more times during interim may be required to submit a revised interim schedule to meet the business needs.

~~b. **Senate.** On the first day of overtime tracking, employees who are working a compressed schedule will resume a M-F, 7-hour day, work schedule per AX.F.1.a.~~

3. Holidays during the Interim:

   a. **House.** A week with a state holiday is considered a skip week for those who work compressed schedules. All employees revert to either a 7-hour day (those on a 35 hour work week) or an 8-hour day (those on a 40 hour work week). The compressed schedule is resumed the following week- and the flex day taken then. This ensures equitable hours worked, regardless of if one opts for a compressed schedule.

   b. **Senate.** If an employee chooses a flex day schedule and their day off falls on a state or federal holiday, the employee may schedule an alternative day off with their supervisor directly.

4. If an employee works outside their approved to interim schedule to accommodate committee tours, townhalls, constituent or community engagement activities, or any other legislative request, employees may adjust their hours with approval of their supervisor.

D. **Interim Work Schedule Options House and Senate:**

1. **Modified Daily Work Hours.** Any modified daily work schedule must meet the following criteria:

   a. Must include a daily lunch period of one hour between the hours of 11:00 AM and 2:00 PM;

   b. May not provide for work on weekends, nor for work earlier than 7:00 a.m. or later than 6:00 p.m., except with the approval of the Employer;

   c. Must be compatible with the schedules of other employees within the workgroup so as to ensure adequate coverage within the workgroup on a day-to-day basis; and

   d. **House Only.** Employees must ensure that their interim schedule meets the needs of a staffed legislative district office and is approved by the

Member ~~Must ensure that any staffed legislative district office remains open Monday through Friday during regular business hours, except as allowed by an affected member~~ and the Chief Clerk.

E. **House Interim Work Schedules**

1. Compressed Work Schedule:

   a. During the legislative interim, full-time House employees may work a "compressed work week." A "compressed work week" contains the same total number of hours worked over a two-week timeframe. These schedules allow for longer workdays and, as a result, the employee may compress their work schedule by shortening a workday or a workweek, provided the total hours are accounted for over a two-week period.

   b. Employees who work a compressed schedule must plan to mitigate the impact of the scheduled days off on members, the public, supervisors, and colleagues.

2. Changing an interim work schedule:

   a. An employee may be permitted to change their interim schedule. Employees who wish to change their interim work hours must follow the employer's policies.

F. **Senate Interim Work Hours**

1. Allowed interim schedules are as follows:
   a. Seven-Hour Workday
      i. Includes one hour per day of compensatory time.
      ii. When taking sick or vacation leave, the employee must use 7 hours.
      iii. Schedule options must include an M-F consistent start time between 7 AM and 9 AM and a consistent end time between 3 PM and 5 PM.

   b. Eight-Hour Workday
      i. Granted 120 hours of compensatory time to be used in accordance with leave policy.
      ii. Must be continued until the next session.

iii. When taking sick or vacation leave, the employee must use 8 hours.

iv. Schedule options must include an M-F consistent start time between 7 AM and 9 AM and a consistent end time between 4 PM and 6 PM.

c. Compressed Schedule

i. The Employee receives one day off per week, determined by the employee.

ii. When taking sick or vacation leave, the employee must use 9 hours.

iii. Schedule options must include a 4-day work week between M-F with a consistent start time between 7 AM and 8 AM and a consistent end time between 5 PM and 6 PM.

d. One Day Off Every Other Week

a. The Employee receives one day off every other week, determined by the employee.

b. When taking sick or vacation leave, the employee must use 8 hours.

c. Schedule options must include a two (2) week work schedule M-F with a consistent start time between 7 AM and 9 AM and a consistent end time between 4 PM and 6 PM.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 9/24/2026	Christi Hill (Sep 24, 2026 17:50:54 PDT) Date 09/24/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA
	Rob Barnes Rob Barnes (Sep 24, 2026 10:49:13 PDT) Date 09/24/2026
	Rob Barnes, President LPA

1

APPENDIX X – 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 2027-2029 biennium~~benefits during the plan years beginning January 1, 2028 and January 1, 2029, 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.

TENTATIVE AGREEMENT REACHED

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

For the Employer

Date 9/24/2026

Hannah Hollander, Director
OSLLR

For the Union

Christi Hill (Sep 24, 2026 16:28:10 PDT)
Date 09/24/2026

Christi Hill, Staff Representative
WPEA

Rob Barnes
Rob Barnes (Sep 24, 2026 10:25:30 PDT)
Date 09/24/2026

Rob Barnes, President
LPA

MEMORANDUM OF UNDERSTANDING – HYBRID WORK DURING LEGISLATIVE SESSION

Both parties recognize that employees are best able to meet the unique demands of the legislative session by working in person. The employer and the union also recognize that in some instances, the employee's workload, status of project, and job duties may enable them to work remotely or use very limited leave while still meeting the expectations of their job.

Recognizing employees' expressed interest in increased scheduling flexibility during session, the Employer will allow the use of up to three (3) hours of remote work and up to one (1) hour of annual leave per week, or up to four (4) hours of annual leave on Fridays per week, provided the following are met:

1. The Employee is an annual (permanent) employee. Session employees would not be eligible.

2. Per week, employees may utilize up to the allotted three (3) hours of remote work and up to one (1) hour of annual leave on Mondays or Friday afternoons. Or, only on Friday afternoons (after 1 PM) employees may opt to use up to four (4) hours of annual leave.

    a. No hybrid work or Annual Leave shall be granted during the first and last week of session, and any week that has a cutoff deadline.

3. The use of remote work and leave by an employee must not result in another employee covering the individual's job duties. Remote work or leave will not be permitted if work is not completed or deadlines are impacted.

    a. Employees who directly supervise staff may provide an Alternative Supervision Plan, upon request by the Secretary of Senate or an employee's supervisor/senator.

4. Annual leave requests must go through the standard advanced leave approval process. A Legislative Assistant must discuss their request with their member prior to submitting their request.

5. Requests for remote work must be submitted to the supervisor/senator in advance, with final approval from the Secretary of the Senate.

6. This hybrid work arrangement may be paused or revoked by the Secretary of Senate for employee performance issues or office needs.

7. For offices of State Senators with two annual employees, only one employee may utilize hybrid work at a time.

Employees recognize that travel to and from their work location is not considered work and leave must account for commute time. Employees also recognize that remote work is not a substitute for leave use. Employees recognize that legislative positions are not "on-call" positions and that employees are expected to be engaged in legislative work during work hours.

Employees must be logged in with their legislative account with legislative equipment during work hours while working remotely. Employees must be at the remote work location on file (employee's home address or session housing address) during work hours, unless using the leave permitted under this MOU pilot. Under special circumstances, the Secretary of the Senate may allow an employee to work remotely from an alternate location.

Per the employer's policy, unless necessitated by unique circumstances and approved by the Secretary of the Senate, vacation leave (annual leave) beyond four (4) hour per week may not be taken during the legislative session.

Hybrid work is available on a trial basis starting in the 2028 legislative session. By mutual agreement, this program may be extended to the 2029 legislative session.

This Memorandum of Understanding (MOU) is not grievable and shall remain in effect during the life of this Agreement and shall expire on June 29, 2029. The effectiveness of this program may be evaluated at the conclusion of the trial period and discussed in the Labor Management Communication Committee, per Article 10. By their signatures, the parties acknowledge their understanding and agreement with this MOU.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 9/24/2026	Christi Hill (Sep 24, 2026 16:32:46 PDT) Date 09/24/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

MEMORANDUM OF UNDERSTANDING – PERFORMANCE MANAGEMENT

The parties recognize that effective performance management is an ongoing process that includes clear communication of job expectations, timely feedback, coaching, and addressing performance concerns as they arise.

The Employer will make available resources to support employees and supervisors, including Senators, in effective performance management. Resources may include guidance and tools related to communicating performance expectations, providing and receiving feedback, addressing performance issues, recorded or live training, and recurring coaching meetings.

The parties recognize that performance concerns may arise in a variety of circumstances and may require different approaches. Depending on the circumstances, performance management may include ongoing conversations, feedback, coaching, training, additional support or supervision, a performance improvement plan, or another appropriate intervention.

When the Employer determines that an employee has a significant performance concern that requires formal or ongoing intervention, the Employer will communicate the nature of the concern and the performance expectations to the employee. The employee will have an opportunity to ask questions, provide information regarding the concern, and seek clarification regarding expectations.

Employees may request assistance or resources from Human Resources and the LA Coordinator regarding performance expectations, feedback, professional development, or performance concerns. Human Resources and the LA Coordinator may assist the employee and supervisor in identifying appropriate resources or approaches based on the circumstances. Employees may request a timeline that the performance improvements need to be made under.

The parties further recognize that a performance improvement plan (PIP) is a performance-management tool and is not disciplinary action. The Employer may use a PIP when it determines that a structured plan is an appropriate means of addressing a performance concern.

The parties agree that this MOU is intended to provide transparency regarding the Employer's general approach to performance management and does not establish a mandatory sequence of performance-management steps or limit the Employer's discretion to determine the appropriate performance-management approach based on the circumstances.

Nothing in this MOU limits the Employer's ability to address performance, conduct, attendance, or other employment matters in accordance with the collective bargaining agreement and applicable law.

This Memorandum of Understanding (MOU) is not grievable and shall remain in effect during the life of this Agreement and shall expire on June 29, 2029. Performance Management shall be discussed in the Labor Management Communication Committee, per Article 10. By their signatures, the parties acknowledge their understanding and agreement with this MOU.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
Date 9/24/2026	Christi Hill (Sep 24, 2026 16:30:50 PDT) Date 09/24/2026
Hannah Hollander, Director OSLLR	Christi Hill, Staff Representative WPEA

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WASHINGTON STATE LEGISLATURE
AND
THE COALITION

Post-Session Recovery Day

This Memorandum of Understanding (MOU) by and between The Washington State House of Representatives and the Washington State Senate (Employers) and the Washington Public Employees Association and Legislative Professionals Association (Coalition).

This MOU sets forth the Parties' mutual understanding regarding a one-time provision. This provision shall be enacted, contingent on the successful ratification of the successor CBA by the Unions on or before September 30, 2026. If a party in the Coalition fails to ratify its agreement by September 30, 2026, this MOU shall be null and void for that party.

The provisions of this MOU shall apply only to permanent employees in the Coalition.

In recognition of the above, the Parties agree to the following:

Post-Session Recovery Day

For the 2028 and 2029 regular legislative sessions, employees who are employed on the corresponding sine die will receive one (1) workday of paid post-session recovery leave per year, to be used between sine die and June 30th in the year in which it is earned. Employees may use the post-session recovery day in accordance with the employer's policies.

If a special session occurs during the above timeframe, the deadline for using the post-session recovery day will be extended day-for-day, based on the length of the special session.

A post-session recovery day has no cash value and otherwise expires on June 30th of the year in which it was earned.

This Memorandum of Understanding (MOU) is non-precedent-setting and shall expire on June 29, 2029. By their signatures, the parties acknowledge their understanding and agreement with this MOU.

TENTATIVE AGREEMENT REACHED

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

For the Employer

Date 9/24/2026

Hannah Hollander, Director
OSLLR

For the Union

Christi Hill (Sep 24, 2026 16:26:35 PDT)

Date 09/24/2026

Christi Hill, Staff Representative
WPEA

Rob Barnes
Rob Barnes (Sep 24, 2026 10:26:25 PDT)

Date 09/24/2026

Rob Barnes, President
LPA