

COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

WASHINGTON PUBLIC EMPLOYEES' ASSOCIATION

House Democratic Caucus / LA's

EFFECTIVE: July 1, 2025 – June 30, 2027



Contents

Preamble	3
Article 1 – Union Recognition.....	4
Article 2 – Dues Deduction & Status Reports.....	4
Article 3 – Union Rights and Activities	5
3.1 Union Representatives.....	5
3.2 Use of State Facilities, Resources and Equipment.....	7
3.3 Information Requests	8
3.4 Employer Policies	8
3.5 Distribution of Material	8
3.6 Access To New Employee Orientation.....	9
Article 4 – Management Rights	9
Article 5 – Nondiscrimination & Workplace Behavior	10
Article 6 – Personnel Files And Other Employee Information	11
Article 7 – Training And Employee Development	12
7.1 Employee Development.....	12
7.2 New Legislative Assistants	12
7.3 Collective Bargaining Agreement Training.....	12
7.4 New Employees.....	13
Article 8 –Telework & Inclement Weather or other Emergency Conditions	13
Article 9 – Mandatory Subjects	14
9.1 Negotiations.....	14
9.2 Demand to Bargain—Release Time, Preparatory Meetings and Travel	14
Article 10 – Legal Defense	15
Article 11 – Labor-Management Communication Committee.....	15
Article 12 – Health & Safety	17
12.1 Workplace Safety and Health	17
12.2 Safety Committee	17
12.3 Ergonomic Assessments.....	17
12.4 Air Quality Assessments.....	18
12.5 General Safety and Security.....	18
12.6 Healthy Workplace Practices	18
Article 13 – Discipline	19

13.1	Disciplinary Action	19
13.2	Investigations	19
13.3	Union Representation	19
13.4	Notification of Discipline	19
13.5	Non-Disciplinary Actions	20
Article 14 – Grievance Procedure		20
14.1	Scope and Representation	20
14.2	Filing a Grievance	21
14.3	Grievance Processing:	22
14.4	General Provisions	23
14.5	Timelines	23
Article 15 – Wages & Economic Terms (Coalition Agreement)		24
15.1	General Terms	24
15.2	Senate-Only Coalition Supplemental Agreement	25
15.3	House-Only Coalition Supplemental Agreement	25
Article 16 – Leave & Holidays (Coalition Agreement)		26
16.1	Blood Donation	26
16.2	Employee Assistance Program (EAP)	26
16.3	Family Member Definition	26
16.4	Leave Policy Changes	26
Article 17 – Printing of Agreement		26
Article 18 – Entire Agreement		27
Article 19 – Savings Clause		27
Article 20 – Term of Agreement		27
Appendix 1 - FY2025 Legislative Salary Schedule		29
Appendix 2 - FY2026 Legislative Salary Schedule		30
Appendix 3 - FY2027 Legislative Salary Schedule		31
Appendix 4 – Heath Care Coalition Agreement		32
Appendix 5 – Family Member Definition		33
Memorandum of Understanding – Hiring		34
Memorandum Of Understanding – Professional Growth Review		36

PREAMBLE

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

The Legislature recognizes the unique role that legislative staff play in the function of the Legislature. Therefore, even though legislative staff are exempt from [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 14, Grievance Procedure.

ARTICLE 1 – UNION RECOGNITION

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

ARTICLE 2 – DUES DEDUCTION & STATUS REPORTS

A. Dues deduction and revocations will be processed in accordance with [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 Human Resources office.

3. Dues Cancellation

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

B. Status Reports

1. No later than the tenth and twenty-fifth of each month, the Employer will provide the Union a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit and those who enter or leave the bargaining unit or who start or stop deductions:

- a. Name;
- b. Personal Mailing address;
- c. Work phone number;
- d. Work e-mail address;
- e. Job class code and job class title;
- f. Appointment date;
- g. Bargaining unit code and title;
- h. Personnel number;
- i. Position number;
- j. Pay range;
- k. Pay step;
- 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.
- s. Personnel Number

2. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.

C. Indemnification

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

ARTICLE 3 – UNION RIGHTS AND ACTIVITIES

3.1 Union Representatives

A. Notification and Recognition

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

Shop Stewards will be granted reasonable paid time, as determined by the employer, during their normal working hours to investigate and process grievances. In addition, Shop Stewards will be granted reasonable paid time, as determined by the employer, during their normal working hours to prepare for and attend meetings for representational activities including investigatory interviews and pre-disciplinary meetings; informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions, or any meeting at which both parties will be present with the intent to present or resolve a grievance held during their al

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

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

7. Shop Stewards may not use state vehicles to travel to and from a work site in order to perform representation activities, unless authorized by the Employer.

B. Access

1. Union Representatives and Shop Stewards may have access to the Employer's offices or facilities during operating hours, in accordance with Employer policy and House rules to carry out representational activities.
2. Union Representatives will notify Human Resources prior to their arrival and will not interrupt the normal operations of the Employer.
3. Union Representatives, Shop Stewards and bargaining unit employees may also meet in non-work areas during the employee's breaks and before and after their normal work hours.

3.2 Use of State Facilities, Resources and Equipment

A. 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. No lobbying or political activity will be conducted.

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 may use state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;

3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;
6. Not compromise the security or integrity of state information or software;
and
7. Not include general communication and/or solicitation with employees.

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

3.3 Information Requests

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

3.4 Employer Policies

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

3.5 Distribution of Material

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

- A. The employee is off-duty;

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

3.6 Access To New Employee Orientation

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

ARTICLE 4 – MANAGEMENT RIGHTS

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

1. Any item listed in [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 [RCW 44.90.090\(h\)](#). 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.

ARTICLE 5 – NONDISCRIMINATION & WORKPLACE BEHAVIOR

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

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

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

Employees who feel they have witnessed or been the subjects of violations of the Legislative Code of Conduct, unlawful discrimination, harassment, hostile work environment, or retaliation are encouraged to bring such issues to the attention of their supervisor or the Human Resources Office, or to file a complaint in accordance with House of Representatives policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged

discrimination, harassment or a hostile work environment, the grievance will be suspended until resolution of the internal complaint.

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

ARTICLE 6 – PERSONNEL FILES AND OTHER EMPLOYEE INFORMATION

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

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

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

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

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

ARTICLE 7 – TRAINING AND EMPLOYEE DEVELOPMENT

7.1 Employee Development

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

7.2 New Legislative Assistants

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

7.3 Collective Bargaining Agreement Training

- A. The Employer and the Union agree that training for managers, supervisors, and Shop Stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current Shop Stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- B. Upon mutual agreement, the Employer and the Union will provide joint training on the provisions of the contract to members of the bargaining unit. The Employer and the Union recognize the value of joint training and will encourage it when possible. Each party shall be responsible for naming their own trainer.

7.4 New Employees

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

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

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

ARTICLE 8 –TELEWORK & INCLEMENT WEATHER OR OTHER EMERGENCY CONDITIONS

8.1 Telework

- A. The Employer may allow employees to telework, subject to the Employer's teleworking policy requirements and the expectations included in the House's interim telework agreement.
- B. The Employer and the Union acknowledge that legislative positions in the bargaining unit require the physical presence of employees at the State Capitol during the legislative session and other periods, as determined by the Legislature and the Employer. The Employer may consider limited exceptions to this requirement, under extraordinary and/or infrequent circumstances. The granting of such employee requested exceptions is at the sole discretion of the Employer and is not subject to the grievance procedure in Article 14.

8.2 Inclement Weather and Other Emergency Conditions

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

In instances where in response to such circumstances, the House of Representatives shifts to remote operations, employees will be required to telework. In instances an employee is unable to work due to the suspension of all operations, including remote operations, the employee will not be required to use leave unless the suspension lasts longer than five (5) working days. If the

suspension of all operations extends beyond five (5) working days, employees may be required to report to alternate work sites, including teleworking in state, may be assigned temporary duties in response to the extended closure, or may be required to use leave.

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

ARTICLE 9 – 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.

9.1 Negotiations

- A. The parties will agree to the location and time for the discussions and/or negotiations. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner and will schedule negotiations as soon as possible, except that neither party may be compelled to schedule a meeting during a legislative session or during committee assembly days.
- B. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least four (4) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

9.2 Demand to Bargain—Release Time, Preparatory Meetings and Travel

- A. Release Time. The Employer will approve paid release time for demand to bargain meetings for up to four (4) employee representatives who are scheduled to work. The Employer will approve granted time/comp time, annual leave, or leave without pay for additional employee representatives provided the absence of the employee does not create significant and unusual coverage issues.

- B. Preparatory Meetings. Employees representatives attending preparatory meetings during their work time will have no loss in pay for up to thirty (30) minutes per meeting. The Employer will approve granted time/comp time, annual leave, or leave without pay for additional preparatory meeting time, provided the absence does not interfere with the operating needs of the agency. Attendance at preparatory meetings during the employees' non-work time will not be compensated nor considered as time worked.
- C. Travel
 - i. The Employer will approve granted time/comp time, annual leave, or leave without pay for Union team members to travel to and from mandatory subjects negotiation meetings during work hours. The Union is responsible for paying the travel costs and per diem expenses of employee representatives. In lieu of traveling, employees may request to participate via teleconference and/or video conference.
 - ii. No granted/comp, or flex time will be accrued as a result of negotiations, preparation for and/or travel to and from negotiations.
 - iii. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

ARTICLE 10 – LEGAL DEFENSE

If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the State, they have the right to request representation and indemnification through their employer according to [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](#).

ARTICLE 11 – LABOR-MANAGEMENT COMMUNICATION COMMITTEE

- A. The Employer and the Union support the goal of a constructive, respectful and cooperative relationship. To promote and foster such a relationship, the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.
- B. The committee will be composed of up to four (4) representatives selected by the Union, in addition to paid Union staff representatives, and up to four (4) Employer

representatives, in addition to a representative from the Office of State Legislative Labor Relations. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, except that meetings will not be scheduled during a legislative session or during committee assembly days, unless agreed otherwise or there are no agenda items identified.

C. Participation and Process

- i. The Union will provide the Employer with the names of its committee members in advance of the date of the meeting in order to facilitate the release of employees.
- ii. Employees attending committee meetings during their work time shall have no loss in pay. Attendance at meetings during employee's non-work time will not be compensated for or considered as time worked.
- iii. Pre-meetings. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. The Employer will approve granted time/comp time, annual leave, or leave without pay for additional pre-meeting time, provided the absence does not interfere with the operating needs of the agency. Attendance at pre-meetings during the employees' non-work time will not be compensated nor considered as time worked.
- iv. Travel. The Employer will approve granted time/comp time, annual leave or leave without pay for Union team members to travel to and from committee meetings. The Union is responsible for paying the travel costs and per diem expenses of employee representatives. In lieu of traveling, employees may request to participate via teleconference and/or video conference.
- v. Each party will provide the other with any topics for discussion at least ten (10) calendar days prior to the meeting. Suggested topics may include, but are not limited to, administration of this Agreement, training materials, changes to law, legislative updates and/or organizational change. Additional agenda items may be added with mutual agreement.
- vi. If topics discussed result in follow-up by either party, communications will be provided by the responsible party.

D. Scope of Authority

Committee meetings established under this Article will be used for discussions only, and the committee shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The parties are authorized but not required, to document mutual understandings. The committee's activities and discussions shall not be subject to the grievance procedure in Article 14

ARTICLE 12 – HEALTH & SAFETY

12.1 Workplace Safety and Health

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

- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). Reference: <https://www.lni.wa.gov/safety-health/>.
- 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, if a complaint is filed.
- E. Employees will adhere to smoking, vaping, and alcohol and drug use restrictions set forth in House Rules and House policy.

12.2 Safety Committee

The safety committees will operate in accordance with WISHA requirements.

Safety committees will consist of employees selected by the Union and Employer-selected members. The number of employees selected by the Union must be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee recommendations will be forwarded to the Chief Clerk's Office for review and action, as necessary. The Chief Clerk or designee will report follow-up action/information to the Safety Committee.

12.3 Ergonomic Assessments

At the request of the employee, the Employer, in collaboration with other legislative partners, will ensure that an ergonomic assessment of the employee's workstation is completed by a person trained to conduct ergonomic assessments. Such employee requests should be made in writing. The Employer will ensure that an ergonomic assessment of the employee's Olympia workstation at the Capitol Campus is scheduled, or that the employee is provided with the materials and support to conduct a self-assessment of their workstation which will be reviewed by a trained person, within thirty (30) business days

from the receipt of the request for assessment, or as soon as practicable. The Employer will complete the assessment as soon as operational needs allow, but not later than sixty (60) business days from the date of receipt of the request, or as soon as practicable. Solutions to identified issues/concerns will be implemented within available resources.

12.4 Air Quality Assessments

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

12.5 General Safety and Security

- A. Workplace Safety Training. The Employer may require tailored active threat awareness and preparedness training for all bargaining unit employees.
- B. The Employer will meet their bargaining obligation regarding changes to building safety, security, and office access.
- C. If the Employer determines there is a valid threat to the health and well-being of employees, the Employer will follow its written emergency and/or evacuation procedures.
- D. When requested by an employee(s) or when the Employer is aware an employee(s) worksite is impacted by a critical incident, the Employer will provide the employee(s) with an opportunity to receive a critical incident debriefing from the Employee Assistance Program or other sources available to the Employer.

12.6 Healthy Workplace Practices

- A. Employees are encouraged to use sick leave when sick. Employees will contribute to a healthy workplace, including not knowingly exposing others to contagious conditions. The employer may direct employees to use leave when an employee self-reports that they have a contagious health condition, or, upon request of the employee, the Employer will determine if the employee is able to work and may approve work from home for a specified duration, as determined by the Employer.
- B. To support the health and well-being of employees the Employer may offer to employees COVID-19 testing supplies, as appropriate and within available resources, to address trending patterns of illness.
 - i. Employees who test positive for COVID-19 may be required to follow current public health recommendations as set forth by the Center for Disease Control and local public health authorities or requirements established by Employer policy.
 - ii. The Employees may choose to wear a mask in the workplace for the prevention of COVID-19 or other respiratory or airborne illnesses.
- C. The Employer will follow its practices regarding blood-borne pathogens.

ARTICLE 13 – DISCIPLINE

13.1 Disciplinary Action

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

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

13.2 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.

13.3 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.

13.4 Notification of Discipline

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

13.5 Non-Disciplinary Actions

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

- A. The layoff of an employee covered by this Agreement when there has been a change to the number of legislative members in, or the makeup of, a caucus due to an election or appointment that necessitates a change in the number of staff, 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 termination 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. Separations related to at-will, exempt status, for any reason except an unlawful reason.
- E. The removal of a telework agreement for noncompliance with the agreement or a change in work expectations.
- F. Corrective actions such as performance improvement plans, coaching, counseling, evaluations, training, or other non-disciplinary communications between the Employer and the employee.

ARTICLE 14 – 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.

14.1 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.

14.2 Filing a Grievance

A. The grievance form shall be signed by the Union Representative, and include the following information or it will not be processed:

1. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
2. The nature of the grievance;
3. The facts upon which it is based;
4. The specific Article and Section of the Agreement violated;
5. The specific remedy requested;
6. The steps taken to informally resolve the grievance; and
7. The name of the grievant(s) and the name and signature of the union representative.

B. Modifications

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

C. Resolution

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

D. Pay

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

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

E. Group Grievances

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

F. Consolidation

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

G. Bypass

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

H. Discipline

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

I. Grievance Files

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

J. Alternative Resolution Methods

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

14.3 Grievance Processing:

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

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

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

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

Within thirty (30) calendar days of the written request to advance the grievance to the Step 3, the Chief Clerk of the House shall schedule time to review the grievance, review the supporting

documentation, and hear from the Union and the Chief of Staff. The Chief Clerk of the House will provide the Union with a written decision on the grievance within thirty (30) calendar days of the hearing, with a copy to the Office of State Legislative Labor Relations.

Step 4. Mediation. In the event the grievance is not resolved at the prior steps, either party may initiate mediation within fourteen (14) calendar days after the Step 3 response by requesting a mediator be assigned by the Public Employment Relations Commission. Mediation shall be a confidential process. If a resolution is reached during mediation, it shall be in writing and binding on the parties and non-precedent setting. Any costs associated with mediation shall be equally borne by the parties.

Step 5. House Executive Rules Committee. If the grievance is not settled at the prior steps, the Union may, within ten (10) calendar days of the mediation session, submit a written request to advance the grievance to Step 5. The request must be submitted to the Chief Clerk of the House and the Office of State Legislative Labor Relations.

At Step 5, the grievance shall be heard by the House Executive Rules Committee.

Within thirty (30) calendar days of the written request to advance a grievance to Step 5, the Executive Rules Committee shall schedule a closed session to review the grievance, the supporting documentation, and hear from the Union and Chief Clerk of the House. During a hearing before the Executive Rules Committee, the Union or the Chief Clerk may present information to be considered and may be represented. Each party will have up to fifteen (15) minutes for their initial presentation and up to ten (10) minutes for rebuttal, in addition to time to answer questions from the committee. The Executive Rules Committee may adopt additional procedures regarding the grievance hearing process. The Executive Rules Committee shall issue a decision no more than sixty (60) calendar days from the request to advance the grievance to Step 5 Meeting. The Executive Rules Committee may consult with professional staff as part of the grievance process.

The decision of the Executive Rules Committee shall be the final administrative remedy step of the grievance process. Nothing in this agreement grants or waives any right to seek recourse under state or federal law.

14.4 General Provisions

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

14.5 Timelines

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

ARTICLE 15 – WAGES & ECONOMIC TERMS (COALITION AGREEMENT)

15.1 General Terms

- A. Effective July 1, 2025, all salary ranges and steps of the “FY2025 Legislative Salary Schedule” in Appendix 1 will be increased by 3.0%, as shown in Appendix 2, FY2026 Legislative Salary Schedule.
- B. Effective July 1, 2026, all salary ranges and steps of the “FY2026 Legislative Salary Schedule” will be increased by 2.0 %, as shown in Appendix 3, FY2027 Legislative Salary Schedule.
- C. **Initial Placement on the Salary Schedule.** Upon hire, employees will be placed on the salary range for their classification consistent with the Employer’s current practices as of July 1, 2025, taking prior experience and education into account.
- D. **Office coverage.** With approval of the Employer, Legislative Assistants may receive a temporary pay increase of twenty-five percent (25%) of their base salary for covering another office for a period exceeding four (4) weeks, including covering an office in the other chamber. Coverage assignments will not be for more than one additional office at any given time, are voluntary, and may be ended at any time by the employee or the Employer. If the covering employee takes more than one (1) week of annual, compensatory, or granted leave during the covering assignment, the pay increase may be temporarily suspended for the period of leave taken.
- E. **Locality Premium.** Legislative Assistants who reside in King County will receive five percent (5%) premium pay calculated from their base salary. When an employee no longer resides in King County, they will not be eligible for the premium pay.
- F. **Internet Stipend.** The Employer will provide to each employee a monthly stipend of thirty-five dollars (\$35.00) to offset the use of home internet.
- G. **Session Relocation Allowance and Rent Reimbursement for Legislative Assistants.** The employer agrees to maintain current practices throughout the life of this agreement.
- H. **Daily Travel Allowance.** Represented employees who live over 50 miles away and travel to Olympia each day during session, rather than relocate, are eligible to

receive a travel allowance of thirty-five dollars (\$35.00) for days they commute during session, excluding weekend days when the House (or Senate, as applicable) does not convene, if all of the following conditions are met:

- a. The employee resides more than 50 miles from Olympia.
 - b. The employee drives their personal vehicle to Olympia.
- I. **Parking.** The Employer agrees not to make any changes to current parking conditions for the term of this Agreement without first meeting its collective bargaining obligation.
 - J. All other economic terms and conditions will be paid consistent with each Employer's policies and practices. The Employer agrees not to make any changes to such economic terms and conditions without first meeting its collective bargaining obligation.

15.2 Senate-Only Coalition Supplemental Agreement

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

15.3 House-Only Coalition Supplemental Agreement

- A. **Cell Phone Stipend.** House employees who choose to use legislative apps on their personal cell phones for official business may receive a cell phone stipend of thirty-five dollars (\$35.00) per month. Employees who receive the cell phone stipend will be provided training and be required to sign an agreement acknowledging their understanding of public records management issues related to the use of a personal cell phone for official business, including that the stipend may be revoked for failure to adhere to public records management requirements. When off duty, employees are not expected to respond to and may turn off notifications from legislative apps. Employees are also encouraged to provide their legislative phone number, rather than their personal cell phone number, to legislative members, other staff, etc. for work-related purposes.
- B. **District Visits for Townhall Meetings and/or Legislative Business.** The House will reimburse Legislative Assistants mileage and travel expenses for one (1) round trip during each calendar year in which a short session occurs and two (2) round trips during each calendar years in which a long session occurs to travel to

their district for townhall meetings and/or legislative business. All travel will be consistent with the House's Travel Requests and Reimbursements policy.

- C. **Caucus Staff Session Housing Allowance.** House caucus staff who live (50) miles or more from Olympia, maintain a temporary residence in Thurston County during session in addition to a permanent residence elsewhere, and provide a signed lease/agreement may be eligible for a temporary pay increase of six hundred and seventy-five dollars (\$675.00) per month during session.

ARTICLE 16 – LEAVE & HOLIDAYS (COALITION AGREEMENT)

16.1 Blood Donation

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

16.2 Employee Assistance Program (EAP)

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

16.3 Family Member Definition

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

16.4 Leave Policy Changes

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

ARTICLE 17 – PRINTING OF AGREEMENT

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

ARTICLE 18 – ENTIRE AGREEMENT

Except for the Legislature’s Code of Conduct, this Agreement supersedes specific provisions of Employer’s policies with which it conflicts; otherwise, employees remain subject to policies in effect during the term of this Agreement. The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining. During the negotiations of the Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union’s collective bargaining rights with respect to matters that are mandatory subjects under the law.

ARTICLE 19 – SAVINGS CLAUSE

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request, except that neither party may be compelled to meet during a legislative session or on committee assembly days.

ARTICLE 20 – TERM OF AGREEMENT

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

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

Executed this 1st day of July 2025.

For Washington Public Employees Association

X

Steve Sloniker
Contract Administration Manager

For the House of Representatives

X

Bernard Dean
Chief Clerk

X

Debbie Brookman
Lead Negotiator

APPENDIX 1 - FY2025 LEGISLATIVE SALARY SCHEDULE

APPENDIX 2 - FY2026 LEGISLATIVE SALARY SCHEDULE

APPENDIX 3 - FY2027 LEGISLATIVE SALARY SCHEDULE

APPENDIX 4 – HEALTH CARE COALITION AGREEMENT

Under the provisions of Chapter 44.90 RCW, health care benefit premiums for legislative employees not bargainable, instead subject to the state employee coalition agreement. A copy of the coalition agreement is included here for reference purposes only.

[insert coalition agreement]

APPENDIX 5 – FAMILY MEMBER DEFINITION

[PLACEHOLDER for the definition of “family.” See Article 16.3, Leave & Holidays]

MEMORANDUM OF UNDERSTANDING – HIRING

During negotiation of the parties first ever collective bargaining agreement, much discussion ensued regarding hiring and appointment practices. The parties agreed that further discussion of these issues and potential solutions will occur through the Labor-Management Communication Committee.

During the term of this Agreement, in addition to existing policy and practices, the following processes will apply to hiring within the bargaining unit:

- 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 House 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 House recognizes the value of internal promotion and career advancement and will provide employees with feedback on how to improve their competitiveness, upon request. Current employees may request informational interviews to learn more about House positions and opportunities.
- D. Internal Candidates: Internal candidates are encouraged to apply for any position for which they believe they have the requisite skills and abilities. Internal candidates who meet the minimum qualifications for a recruitment will be offered an interview as part of the hiring process.
- E. If a legislative member has a unique individual staffing plan or staff restrictions, candidates will be provided information on the restrictions during the hiring process.
- F. Employees separated due to an election outcome or legislative member retirement may have their name listed in an applicant pool for incoming legislative members to review after the election. The employee must request their name to be included and must not have a current performance improvement plan or have had corrective action or discipline within the last year.
- G. Re-Hired Employees
 - 1. 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 the last separated, taking into account any adjustments as a result of budget shortfalls. Salary setting will follow internal House policies which consider prior experience and education.
 - 2. In the event a permanent employee is hired back within five (5) years from the employee's date of separation they shall have any unused, accrued sick leave restored upon rehire.

