Legislative Coordinating Commission

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November 4, 2024

Representative Melissa Hortman
Speaker of the House

Senator Bobby Joe Champion
President of the Senate

Representative Jamie Long
House Majority Leader

Senator Erin Murphy
Senate Majority Leader

Representative Lisa Demuth
House Minority Leader

Senator Mark Johnson
Senate Minority Leader

Representative Ginny Klevorn, Chair
State and Local Government Finance and Policy

Senator Kari Dziedzic, Chair
State and Local Government and Veterans

Representative Jim Nash, Republican Lead
State and Local Government Finance and Policy

Senator Bruce Anderson, Ranking Minority Member
State and Local Government and Veterans

Dear Representatives and Senators:

Enclosed is the report required by Minnesota Session Laws 2023, Chapter 62, Section 130, Preparatory Work on Exclusive Representation and Collective Bargaining for Legislative Employees.

As required, the Legislative Coordinating Commission (LCC) requested the National Conference of State Legislatures (NCSL) prepare a report on the status of collective bargaining rights in state legislatures. A copy of the NCSL report is included as an appendix.

The LCC also issued a Request for Proposals (RFP) in February 2024 for an external consultant to:

(1) examine issues related to collective bargaining for employees of the house of representatives, the senate, and legislative offices; and
(2) develop recommendations for best practices and options for the legislature to consider in implementing and administering collective bargaining for employees of the house of representatives, the senate, and legislative offices.

The LCC received one proposal in response to this RFP and contracted with the Center for Effective School Operations (CESO) to conduct a survey of all legislative employees and interviews with representative samplings of employees as required under the session law. A copy of the CESO survey and interview report is also included as an appendix to the report.

The LCC issued an additional RFP in July 2024 for an external consultant to develop the final report including recommendations for best practices and options for the legislature to consider with respect to collective bargaining for legislative employees. The initial RFP publication did not result in any proposals despite concerted efforts to solicit vendor interest. As a result, the RFP submission deadline was extended. Clark Baird Smith LLP (CBS) submitted a proposal and was selected to develop the enclosed report.

To ensure CBS would have access to individuals who were knowledgeable about the operations of the Minnesota Legislature, the LCC employed a panel of former nonpartisan retiree staff with two representatives from the House, Senate, and LCC who served as a resource to CBS.

I would like to thank the staff at NCSL, CESO, CBS, and the nonpartisan retiree panel for the professionalism and knowledge they contributed to the development of these reports. I would also like to thank nonpartisan staff in the House and Senate who provided guidance, expertise, and assistance throughout this project.

Please feel free to contact me at (651)296-2963 or michelle.yurich@lcc.mn.gov if you have any questions.

Sincerely,

Michelle Yurich
Executive Director

CC: Legislative Reference Library

Report on Consideration of Collective Bargaining for Employees of the Minnesota State Legislature and Recommended Best Practice Options

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Report on Consideration of Collective Bargaining for Employees of the Minnesota State Legislature and Recommended Best Practice Options

I. INTRODUCTION

In 2023 bills were introduced in both the Senate (SF 83) and in the House (HF 77) designed to extend collective bargaining rights to the legislative employees of the Minnesota Legislature. That these bills were introduced demonstrates that some Minnesota Senators and Representatives believe that collective bargaining rights should be extended to legislative employees. Some provisions of SF 83 were included in the Senate's State Government Finance appropriations bill, establishing the Senate's position on this issue in conference committee. While SF 83 did not become law, it was the impetus for the enacted legislation that required the issuance of a Request for Proposals (RFP) seeking a report examining the issues related to collective bargaining by legislative employees and identifying best practices and options for the Legislature to consider in implementing the same. 2023 Minn. Laws, Chapter 62, Article 2, Section 130.

Following issuance of the RFP and the submission of a response to that RFP, Clark Baird Smith LLP was selected to prepare the report. Pursuant to the requirements of the RFP, our primary responsibility is to develop a report by November 1, 2024, that:

1. examines issues related to collective bargaining for employees of the House of Representatives, the Minnesota Senate, and joint legislative offices; and

2. provides recommendations for best practices and options for the Legislature to consider in implementing and administering collective bargaining for employees of the House of Representatives, the Minnesota Senate, and joint legislative offices.

To fulfill this responsibility, we have taken into consideration the report completed by the National Conference of State Legislatures (NCSL) and submitted to us on September 20, 2024, and the findings from the survey and interviews conducted by the Center for Effective School Operations (CESO), submitted to us on September 21, 2024. The NCSL and CESO reports are attached as Appendix A and Appendix B, respectively. As included in the RFP, the LCC also made available to us a panel of former nonpartisan legislative staff who are representatives of the House, Senate, and joint legislative agencies to assist us in assessing the feasibility of the options considered. We received written information as well as met with these individuals on the following dates: October 2, 16, 23 and 29.

In accordance with the RFP, it is our understanding that, after considering the CESO Report and NCSL reports, as well as input from the group of former employees, we are to give our expert opinion about the extension of collective bargaining to some or all the employees of the House, Senate and/or joint legislative offices, as well as address best practices for the issues outlined above in the event the Legislature decides to extend collective bargaining to some or all legislative employees.

Accordingly, we submit this report with the requisite findings and recommendations.[1] The final report includes a detailed overview of the employee survey and interviews (CESO report) and the NCSL report. These reports, as supplemented by additional research on our part, helped to establish the basis for our recommendations concerning whether collective bargaining should be extended to legislative employees and if so, best practices on the following issues:

1. employees of the House, Senate, and joint legislative offices for whom collective bargaining may or may not be appropriate;

2. mandatory, permissive, and prohibited subjects of bargaining;

3. who would negotiate on behalf of the House, Senate, and joint legislative office, and which entity or entities would be considered the employer for purposes of bargaining;

4. definitions for relevant terms;

5. common public employee collective bargaining agreement frameworks related to grievance procedures and processes for disciplinary actions;

6. procedures related to certifying exclusive bargaining representatives, determining bargaining units, adjudicating unfair labor practices, determining representation questions, and coalition bargaining;

7. the efficiency and feasibility of coalition bargaining;

8. procedures for approving negotiated collective bargaining agreements;

9. procedures for submitting requests for funding to the appropriate legislative committees if appropriations are necessary to implement provisions of the collective bargaining agreements; and

10. draft legislation for any statutory changes needed to implement recommendations related to the collective bargaining process for legislative employees.

[1] In this report, we use a number of traditional labor terms. See Definition of Terms at Issue 4 at p.41.

II. EXECUTIVE SUMMARY[2]

A. Should There be an Extension of Collective Bargaining?

The first question is whether legislative employees should be extended the right to collective bargaining at all. That SF 83 and HF 77 were introduced demonstrates that some Minnesota legislators believe that collective bargaining rights should be extended to legislative employees. However, SF 83 did not become law, but it was the impetus for enacted legislation that required reports and recommendations regarding collective bargaining for legislative staff. Moreover, per the legislative directive, we are required to take into consideration the views of the employees who were interviewed and surveyed, as well as the group of expert employees who were previously employed by the Legislature. In our report, we are directed to consider "employees of the House, Senate, and joint legislative offices for whom collective bargaining may or may not be appropriate."

A review of the CESO report shows that a majority of the employees who were interviewed and surveyed do not have an interest in collective bargaining and the majority do not believe that the concerns that they have could be addressed via collective bargaining. Additionally, the group of retirees provided to assist also questioned how collective bargaining would work in this environment and whether the issues that most employees seemed to care about could be addressed via contract negotiations. As a result, it appears that most employees have no interest in collective bargaining at this time and, as such, it is not recommended. This opinion is supported by the overall satisfaction among employees with their wages and conditions of employment and augmented by the fact that only a few states have extended bargaining rights to any group of legislative employees (NCSL report) and that the few that have, have had challenges along the way.

For example, it took the Oregon Legislative Assembly two years of negotiations to reach agreement with IBEW Local 89 for a CBA covering its nonpartisan employees. That agreement was signed on February 8, 2024, and runs only to December 31, 2024. At the request of either party, the contract can be reopened for negotiations over a successor collective bargaining agreement (CBA), with negotiations to begin no "later than the first week of June, 2024." And, in Washington, there are currently four bargaining units consisting of separate House and Senate democratic partisan bargaining units and two separate House and Senate GOP partisan bargaining units. This resulted in four different sets of negotiations, supplemented by coalition bargaining over wages and some other issues. For the Senate GOP negotiations, the Senate's bargaining team was composed of the Director of the Office of State Legislative Labor Relations (OSLLR), her assistant, the Deputy Secretary of State, the Secretary's executive assistant, and the Senate HR Officer. The staffing for the other three sets of separate negotiations involved a minimum of four Employer representatives. We were

[2] The NCSL Report and CESO Report are summarized below, and results are incorporated into recommendations where appropriate.

advised that for each unit there were 6-8 bargaining sessions of 2 to 3 hours duration. This does not take into account preparation time, which can be extensive. In addition to those four bargaining units, there is a newly certified partisan bargaining unit comprised of the Democratic supervisors working for the Senate. For union employee participants, negotiations were on the clock if negotiations occurred during their working hours. Parenthetically, these Washington negotiations are the only negotiations that we are aware of that cover partisan as opposed to nonpartisan legislative employees. As a result, it is not clear at this juncture from other states' experiences what effect collective bargaining will have on legislative operations.

Because of the above, we recommend a "wait and see" approach. This approach would allow the Minnesota Legislature additional time to assess how extending collective bargaining rights to legislative staffers is working elsewhere and to further identify potential pitfalls, as well as potential benefits of extending collective bargaining to legislative employees.

While we understand that some employees, particularly partisan employees, have expressed some concerns about pay and a few other terms of employment, the Senate, the House, and the Legislative Coordinating Commission would have the right to consider ways to address those concerns short of collective bargaining. For example, the employers' Human Resources (HR) staff could meet with groups of employees to discuss their concerns and consider possible alternatives to address such concerns. This is something that enlightened employers customarily do.

We fully recognize that others may have a different perspective on the wisdom of extending collective bargaining rights at this time. Thus, if the Legislature makes the policy decision to extend collective bargaining rights to some or all legislative employees, we have considered the alternatives to implement such an extension, including specific recommendations concerning each alternative considered.

B. Assuming an Extension of Collective Bargaining

Generally, we recommend that, if the Legislature decides to extend collective bargaining to any legislative employees, the Legislature adopts its own, separate statute. Although Minnesota has a comprehensive statute that covers other public sector employees, because of the newness of bargaining in the legislative context, the mission of the Legislature and the unique circumstances surrounding representation rights and any bargaining flowing therefrom, many deviations from the statute are recommended to address the specific needs of the Legislature. The deviations from the Public Act are set forth in the detailed analysis below and in particular at Issue 6, as well as in the draft statutory language attached hereto as Appendix C.

If the Legislature decides to allow collective bargaining for any or all employees, we recommend that any Act not go into effect until July 1, 2026 to allow time for the entity responsible for processing petitions and unfair labor practices (whether it be the Bureau of Mediation Services (BMS) and Public Employment Relations Board (PERB)

or a newly formed entity) to develop rules and processes to effect the changes adopted by the Legislature. This "future effective date" approach was taken by California.

1. Employees for Whom Collective Bargaining is Appropriate, Designated Units and Employers (Issues 1, 3 and 7)

Again, assuming the Legislature decides to extend collective bargaining to any legislative employees, we recommend that the bargaining rights be extended only to the regular full-time and regular part-time partisan employees in the Senate and House in a single bargaining unit. This recommendation is consistent with CESO's observation that" if any group appears potentially appropriate for unionization, it would be the partisan group in the House and Senate. Rpt. at p. 36.[3] If, however, the Legislature wishes to extend bargaining rights more broadly to nonpartisan employees, we recommend that there be a separate unit of regular full-time and regular part-time nonpartisan employees that would also extend across House, Senate, and Legislative Coordinating Commission lines. Partisan and nonpartisan employees should not be in the same bargaining unit.

Parenthetically, we do not recommend adopting the Washington approach of establishing separate bargaining units based on political affiliation. To do so would lead to, as it has in Washington, a proliferation of bargaining units, something that should be avoided. We note that the recently enacted California law extending bargaining rights to legislative employees specifically provides that "political affiliation shall not constitute a community of interest for purposes of determining an appropriate unit."[4]

While it is understood that each employer might prefer not having its employees included in a bargaining unit with employees of the other employers, the essential commonality of most existing terms and conditions of employment and functions shared by partisan and separately by nonpartisan employees and the need to avoid a multiplicity of bargaining units with attendant whipsawing are the determinant considerations driving this recommendation. A multiplicity of bargaining units would make the cohesion the Legislature needs to function efficiently more difficult.

Exclusions from either or both units would include staff in elected or appointed positions, managerial, supervisory, confidential, and temporary employees (including pages, interns, and session-only employees) as well as other employees of the Legislature.[5]

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[3] CESO further noted, however, "the unionization of a single group may not be in the best interest of the legislature or effectively address issues employees are seeking to resolve through union representation." Rpt. At p. 39.

[4] It is noteworthy that House Bill 4148 enacted by the Illinois House in 2024 provides that "partisan legislative employees (other than district office employees) shall comprise one unit, regardless of political affiliation." This bill is awaiting possible Senate action in the upcoming November session of the Illinois General Assembly.

[5] For nonpartisan employees, employees of the Legislative Auditor should also be excluded.

Under the foregoing scenarios, and regardless of whether representation is extended to only partisan employees or whether it is also extended to nonpartisan employees, the House, Senate, and Legislative Coordinating Commission would be considered joint employers for bargaining purposes, [6] and each would be represented by individual representatives chosen by each employer. As joint employers, these three employers would jointly choose the Legislature's chief negotiator, who could be an outside negotiator mutually selected by the three. Negotiations would cover all partisan employees in one bargaining unit and, if extended to all nonpartisan employees, all nonpartisan employees in another unit. This would not preclude the parties from addressing issues unique to a particular employer (e.g., House-only or Senate-only) in the master collective bargaining agreement or in a supplemental agreement. The result of this approach would lead to the same result as coalition bargaining and render that issue moot.

An alternative, should the Legislature not wish to relinquish separate employer status for bargaining, would be to establish separate units of partisan and nonpartisan employees for the House and Senate, and one unit of nonpartisan employees for the Legislative Coordinating Commission. Although this is an alternative, it is not something we recommend. Under this alternative, the House, Senate and Legislative Coordinating Commission would be separate employers. However, under those circumstances, coalition bargaining for the two units of partisan employees and, separately, the three units of nonpartisan employees would be voluntary and dependent upon the agreement of the affected employers and exclusive bargaining representative should more than one unit of partisan or nonpartisan employees opt to be represented. Under this option, if only units of House and/or Senate employees were to organize, the Legislative Coordinating Commission should still be considered a joint employer for this purpose and would participate in bargaining.

2. Mandatory, Permissive and Prohibited Subjects of Bargaining (Issue 2)

Mandatory: Subjects over which the parties are required to bargain; generally, wages, hours and terms and conditions of employment (except as limited herein)

Permissive: Subjects that impinge more on management rights than on employee wages, hours and conditions of employment should be considered permissive subjects of bargaining, i.e., neither party can require the other party to negotiate over a permissive subject of bargaining, but they can mutually agree to do so.

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[6] The LCC serves as an umbrella organization for various commissions, joint agencies and other boards, and was created to coordinate legislative activities in the Senate and the House. It is comprised of members of the House and Senate and is the entity that sets insurance benefits for the Legislature and otherwise establishes the basic policies and benefits, not only for the LCC, but for the House and Senate (from which the House or Senate may, on occasion, deviate). Although the House and Senate may modify the basic benefits, in large part those benefits and policies follow those established by the LCC.

Prohibited: Subjects over which the parties may not bargain and if such a provision were included in a labor agreement, would be unenforceable.

The statutory provisions applicable to legislative employees should contain a provision modeled in part after the Minnesota Public Employment Labor Relations Act (PELRA, Chapter 179A) applicable to executive branch and local government employees:

> An employer of legislative employees is not required to meet and negotiate on matters of inherent managerial policy or on the impact of same. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction of personnel.

In addition to the foregoing, it is recommended that the following topics, including the impact, be prohibited subjects of bargaining for reasons set forth in more detail below:

- pensions;
- hours of work during and the two weeks prior and post any legislative session;
- at-will employment;
- health insurance;
- topics covered under other state and federal law;
- staffing (e.g. number of employees overall, in a classification, assigned to a project and the like);
- polices related to code of conduct (e.g. ethics, campaigning, public service outside of work, picketing, conflict of interest and the like);
- impasse resolution beyond mediation of disputes over the terms for a collective bargaining agreement.

3. Definition of Terms (Issue 4)

Terms should be defined as set forth in greater detail below as well as in the draft statutory language.

4. Grievance Procedure, including Disputes over Discipline (Issue 5)

Any collective bargaining agreement covering legislative employees should include a grievance procedure for the resolution of disputes over the interpretation or

misapplication of the express terms of the labor agreement. The details of the grievance procedure would be left to negotiations, including such issues as the time limits for filing and appealing grievances, the terminal step of the grievance procedure, etc. Although at-will employment would be a prohibited topic, the process for implementing discipline short of termination, as well as the steps and the ultimate decision-maker would be negotiable and could be grieved like any other contract disputes.

5. Process for Representation and other Petitions, Unit Determinations, Unfair Labor Practice Proceedings and Coalition Bargaining (Issue 6 and 7)

The Legislature should follow a process for processing representation petitions and hearing unfair labor practice charges in line with those applicable to executive branch employees but subject to the deviations and constraints set forth herein. Those processes could be administered by BMS and PERB with the proviso that any action or decision that intrudes upon or interferes with the Legislature's core function of efficient and effective lawmaking or the essential operation of the Legislature is prohibited. Alternatively, if separation of powers is a concern, a person and/or panel jointly appointed by the House, Senate and Legislative Coordinating Commission working under the purview of the state PERB and BMS or separately could be established to hear and determine representation petitions and unfair labor practice charges filed by legislative employees.

Under the Minnesota PELRA, all unresolved contract disputes for executive branch employees are submitted to mediation provided by the Bureau of Mediation Services. There are also other post-mediation impasse processes available. However, because of approaches taken by other states, we recommend mediation as the final step in the impasse resolution process.

Coalition Bargaining is not a topic that generally falls under the jurisdiction of a labor board. As outlined above though, if a single bargaining unit of partisan employees is established and the House, Senate and LCC are joint employers for the purposes of collective bargaining, coalition bargaining is not necessary. If a different unit structure is adopted, coalition bargaining should be allowed on a voluntary basis and subject to the approval of both the Employer(s) and the exclusive bargaining representative.

6. Negotiations, Term and Approval of Contract and Funding (Issues 8 and 9)

The term of any labor agreement would be for two years coterminous with the omnibus biennial budget for the period July 1 in the odd-numbered year to June 30 in the following odd-numbered year. Negotiations for any first contract should not begin until the July 1 of any even-numbered year following a demand to bargain. Funding for any negotiated contract would be included in the omnibus biennial budget assuming tentative agreements are reached, ratified by the Union membership, and approved by the Employers in a timeframe that allows for the same. If an agreement is not reached in a timely fashion to be included in the omnibus budget, the amount reasonably needed

to fund a collective bargaining agreement, as determined by the Employers, should be included in the omnibus budget request.

Tentative agreements would be ratified by the Union members and then submitted to the House and Senate Rules Committees and then to the Legislative Coordinating Commission, which would be responsible for reviewing and approving the agreements. Funding would be as outlined above.

If the Legislature determines that it wishes to retain their separate Employer status for bargaining, approval would be generally the same. Approval would be by the respective Rules Committee and then the LCC for House and Senate employees. Tentative agreements for LCC employees should be approved only by the LCC.

7. Proposed Legislation (Issue 10)

Proposed Legislation is attached hereto as Appendix C.

III. CONSIDERATIONS

In this report, we provide a brief background and then address our recommendation and, in some cases, an alternative on each of the issues that we were requested to address in the order listed.

A. BACKGROUND

1. The Minnesota Legislature

The Minnesota Legislature consists of the House of Representatives and the Senate. The House has 134 members, elected to two-year terms. The Senate has 67 members, elected to four-year terms (except in years preceding redistricting). All of the Senate members are elected at the same time--terms are not staggered. The House and the Senate each hire their own staff.

The Legislative Coordinating Commission (LCC) is created by law to coordinate activities of the Senate and House of Representatives, joint legislative offices, and joint legislative commissions and similar groups. The LCC consists of 6 specified legislative leaders and their appointees from each chamber. The joint legislative offices are the Revisor of Statutes, the Legislative Reference Library, the Office of the Legislative Auditor, and the Legislative Budget Office. Employees of the joint offices are nonpartisan. A number of other nonpartisan employees work for the Legislative Coordinating Commission and for joint legislative commissions.

Under current law, the staff of the Minnesota Legislature are primarily unclassified unrepresented employees with the exception of certain employees of the Office of the Legislative Auditor (OLA) who are classified unrepresented employees. There are currently three appointing authorities: the Minnesota Senate (Senate), the House of Representatives (House) and the Legislative Coordinating Commission (LCC).

The House employs approximately 308 staff, Senate 224 staff and LCC approximately 180 of which approximately 60 are classified unrepresented employees within the OLA. Approximately 64% of the House and 63% of the Senate employees are partisan employees. The remaining staff of the three appointing authorities are nonpartisan.

In the House and Senate, employees can be categorized into three groups: majority caucus employees, minority caucus employees, and nonpartisan employees. All are officially employees of the full chamber, but functionally hiring and supervision of employees is delegated to the caucuses and to heads of the nonpartisan offices in each chamber.

Each caucus has partisan legislative assistants (working directly for one or more elected members), and research, media, and information technology staff. Some legislative assistants (LA's) who work for the majority caucus are "committee legislative assistants" (CLA's), and, in addition to working for one or more members, are responsible for producing the committee minutes, and records of the committee's action on bills. The majority caucus in each chamber hires all of the committee administrators (CA's), who assist the chairs of one or more committees. The number of legislative assistants, caucus researchers, and caucus media staff allocated to each caucus tends to be somewhat proportional to the number of members in that caucus.

After an election in which the majority changes from one political party to the other, a number of employees of the former majority caucus lose their jobs, and the new majority caucus hires a similar number of new employees. Specifically, when the majority changes, the CAs from the former majority lose their positions, and the CLA's from the former majority caucus, if retained, become LAs for the new minority. When a caucus loses majority status, the custom is to require all current employees who want to work for the new minority to reapply for jobs. The incoming minority leadership then determines which of the current employees will be rehired, and which positions they will be assigned to.

It is rare for both houses of the Legislature to have a majority from the same political party as the Governor. This happened in the 2023-2024 biennium, but before that had not happened since 2013-2014, and before that, the 1980's.

Each chamber has nonpartisan departments that provide research, legal, fiscal, and parliamentary services, and a variety of administrative functions. By custom, employees of the nonpartisan departments do not lose their jobs when the majority caucus in a chamber changes.

In addition to permanent employees, the House and the Senate hire employees to work only during legislative sessions. These session-only employees do not have any type of tenure and must apply for jobs before each annual legislative session. Most session-only employees are not eligible for insurance benefits under current compensation plans. Customs for hiring session-only employees have varied, but many of these employees have traditionally been hired through the caucuses in each chamber.

Basic personnel policies and benefits for legislative staff, with the exception of classified employees in the OLA, are included in the Legislative Plan for Employee Benefits and Policies developed by the Legislative Coordinating Council and adopted by the Legislature every two years. House and Senate employee salary plans that provide for salary increases and the establishment of ranges are adopted via resolution by the House and Senate Rules Committees. The Executive Director of the LCC, after consultation with the legislative leadership, determines salary plans, increases, and ranges for staff of joint legislative offices. Salary increases and ranges for classified employees of the OLA are as determined in the OLA salary plan, which must be reviewed by the LCC and ratified by the Legislature.

The budget for the Legislature is established in two ways. The amount needed for member compensation is appropriated in statute on an ongoing basis. Most other money needed for legislative operations, including money for staff compensation, is appropriated each biennium, in the omnibus bill providing funding for many state government officers and agencies.

The Legislature meets annually. The legislative session in the odd-numbered year always starts at the beginning of January. The even-year session starts at a time designated by the Legislature at the end of the odd-numbered year, often in February or March. The Minnesota Constitution provides that the Legislature cannot meet in regular session after the first Monday following the third Saturday in May. The constitution also provides that the Legislature may meet in regular session for a maximum of 120 legislative days each biennium. Currently, a "legislative day" is a day when either the House or the Senate meets in floor session but it our understanding that this definition will change in 2025. The Legislature meets in "special session" when the Governor calls a special session. A special session can occur any time, and is not subject to the 120-day limit.

2. CESO Report

As required by the RFP, in May 2023, the Legislative Coordinating Commission (LCC) contracted with the Center for Effective School Operations, Human Resources division (hereinafter referred to “CESO”) “to conduct a survey and interviews with employees from the House, Senate, and joint legislative offices. The objective of this survey and the interviews was to gather insights on matters related to union representation within the Legislature.”

CESO completed the survey for 657 designated positions in the House, Senate, and joint legislative offices. CESO also interviewed 70 employees which it stated to be “representative samplings from each type of position” (Rpt., p. 3).[7] The survey

[7] The interviewees were chosen “through a combination of mandatory interviews and a randomized selection process, ensuring that each type of position was adequately represented in the sample.” Among those employees were the “heads of non-partisan legislative offices, the executive director of the Legislative Coordinating Commission, the chief clerk of the house of representatives, the secretary of the

instrument created by CESO was sent out to all 657 employees of the Senate, House, and LCC in July 2024. A total of 517 employees responded to the survey for an overall response rate of 79%, which CESO noted "significantly exceeds the typical national average for online surveys, which generally falls much lower, indicating a strong level of engagement from participants" (Rpt., at p. 5). The following were response rates for each employing entity:

EMPLOYING ENTITY	NUMBER SURVEYED	NUMBER WHO RESPONDED	PERCENTAGE
House	258	199	77%
Senate	208	160	77%
Joint Legislative Offices[8]	191	158	83%
TOTALS	**657**	**517**	**79%**

While the survey covered a broad array of issues, for the purposes of this report, we considered the following two major topics to be the most important:

- Satisfaction or dissatisfaction with existing wages, benefits, and working conditions, including whether there were any differences in the responses based on the employing entity or partisan or nonpartisan employee status

- Interest or disinterest in being represented by a union for purposes of collective bargaining, including whether there were any differences in the responses based on the employing entity or partisan or nonpartisan employee status

a. Satisfaction/dissatisfaction with existing wages and benefits

CESO reported that "[a]pproximately 85% of employees reported being satisfied or very satisfied with their current job and work conditions" and that the "[s]atisfaction level was nearly identical for both employees with four or more years of tenure and those with less than four years at the Minnesota Legislature."[9] When broken down

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senate, and the human resources directors of the house of representatives and the senate (Rpt., at p. 3). Of the 70 employees interviewed, 30 were from the Senate, 28 from the House, and 12 were from LCC.

[8] CESO reported that "[A]ll joint legislative offices were represented, with a majority of employees (at least 60%) providing responses from each office" (Rpt., at p. 5).

[9] Among the 517 respondents to the survey, 62% had been employed 4 or more years and 38% had been employed for less than 4 years (Rpt., at p. .6).

between nonpartisan and partisan employees overall, there was only a modest difference, i.e., approximately 86% of the nonpartisan employees were satisfied or very satisfied versus 81% for partisan employees.

However, when specific conditions of employment that were surveyed were examined, there was a greater difference between partisan and nonpartisan employees. Thus, with respect to pay and job security, the satisfaction level for nonpartisan employees was noticeably higher than for partisan employees[10]:

SPECIFIC CONDITION OF EMPLOYMENT	NONPARTISAN EMPLOYEES	PARTISAN EMPLOYEES
PAY	65%	42%
JOB SECURITY	73%	35%

b. Interest/disinterest in being represented by a union

When the responses to the question, "Do you want to be represented by a union," are broken down by the employing entity, a "yes" response did not get a majority for any of the three employing entities. Employees of the House had the highest percentage of employees responding "yes" (approximately 37%); employees of the joint legislative offices had the lowest percentage responding "yes" (approximately 21%). The Senate employees' response was approximately 33%.

However, when the answer to the same question is broken down between partisan and nonpartisan employees, there is a significant difference. Thus, 51% of the partisan employees responded "yes," with the remaining 49% responding "no" or "unsure." On the other hand, less than 20% of the nonpartisan employees responded "yes," to the representation question with the remaining 80% being roughly divided between "no" and "unsure." For partisan employees who responded "yes" or "no" to the question, "yes" prevailed by about a 2 to 1 margin. It was exactly the opposite for nonpartisan employees, i.e., "no" prevailed by about a 2 to1 margin (Rpt., Figure 23 at p. 22).

The foregoing survey data that seemingly shows support for collective bargaining among partisan employees is somewhat offset by other survey data showing that neither "lack of collective bargaining power" nor "legal representation" were employment factors of medium or high concern to employees of any of the three employing entities (House, Senate, or joint legislative offices (Rpt., Table on p. 14). And, interestingly, only 19% responded that a union would address their employment concerns, with another 21% responding that a union would "somewhat" address their employment concerns.

[10] CESO did not report the specific percentages; the percentages set forth in this table are based on the authors' estimation based on the bar graph in Figure 7 of the CESO report on page 10.

On the other hand, 21% responded “no” and another 11% said they did not have any employment concerns; 23% were “unsure.” Employees with less than four years’ time in the Minnesota Legislature had a larger percentage of employees respond they did want to be represented by a union (46%) than employees with greater than four years (22%). It appears that many of the employees with a shorter tenure (and arguably less job protection) are employed in partisan positions, perhaps explaining the greater desire by partisan employees to be represented.

3. NCSL Report – States Where One or More Groups of Legislative Employees are Covered by An Act or Collective Bargaining Agreement (CBA)

At the current time, there are only four states where some employees of the State’s Legislature are covered by a collective bargaining agreement, i.e., Maine, Michigan, Oregon, and Washington. California in 2023 enacted a law extending collective bargaining rights to legislative staffers, but the law is not effective until July 1, 2026. Immediately below are summaries of the applicable legislation extending collective bargaining rights to specified legislative staffers, the definition of the term “legislative employee,” the description of the appropriate bargaining unit(s) (i.e., who is included and who is included from the bargaining unit), the definition of the employer who has the responsibility to negotiate the contracts, and a summary of the terms of those contracts covering legislative employees to the extent known.

Maine

The Maine State Employees Employment Relations Act defines “legislative employee as “any employee of the Legislature performing services within the legislative branch, except any person:

A. Who is elected by popular vote;

B. Who is appointed to office pursuant to law by the Governor or the Legislature for a specific term;

C. Who is employed in the office of the President of the Senate, the office of the Speaker of the House, the office of the Secretary of the Senate, the office of the Clerk of the House of Representative or the majority or minority offices of the Senate or the House of Representatives;

D. Whose duties as deputy, administrative assistant or secretary necessarily imply a confidential relationship with respect to matters subject to collective bargaining, as between that person and the Legislative Council;

E. Who is a temporary, on-call employee; or

F. Who has been employed less than 30 days.

The Maine statute defines the term “public employer” as it relates to the Legislature as follows:

> … all offices of the Legislature represented by the Legislative Council or its designee. With respect to legislative employees, the Legislative Council shall negotiate and administer collective bargaining agreements. The Legislative Council or its designee is responsible for the employer functions of the legislative branch under this chapter.

The Maine website describes the “Legislative Council” as follows (Title 26, Chapter 979-A—Definitions):

> The Legislative Council is the administrative body for the Legislative Branch of State government. It consists of ten elected members of legislative leadership: the President of the Senate, the Speaker of the House, the Republican and Democratic Floor Leaders for both the Senate and House of Representatives and their Floor Leaders. The Legislative Council convenes and the Council members elect a Chair and Vice-Chair at the beginning of each legislative biennium; the chairmanship alternates between the Senate and House by tradition every two years.

According to NCSL, Maine has “approximately 200 staff during session and nearly half are partisan.” NCSL Report, at p. 9. Maine has unionized nonpartisan legislative staff who are represented in two units. The first is an administrative staff bargaining unit which the Maine Service Employees Association (MSEA), Local 1989 of the Service Employees International Union (SEIU), has represented for two decades. This unit includes, according to NCSL, “legislative librarians, staff in information technology office, bill proofreaders and technicians, clerical staff and committee clerks.” It is assumed that the employees in these positions are nonpartisan employees.

The MSEA contract provides that the following is “a complete and exclusive list of the employees are in the bargaining unit” represented by the MSEA:

> Administrative Secretary – Nonsupervisory, Associate Law Librarian, Chamber System Support Administrator, Committee Clerk, Desktop and Technical Support Administrator, Desktop and Technical Support Technician, Helpdesk Support Administrator, Information Security Administrator, Information System Analyst – Team Lead, Internet Infrastructure and Applications Administrator, Legal Proofreader/Editor, Legislative Committee Technician, Legislative Committee Technician Aide, Legislative Information Assistant, Legislative Technician, Library Assistant, Library Associate, Office Support Technician, Programmer Analyst, Secretary, Senior Engrossing, Senior Legislative Technician Proofreader/Editor, Senior Law Librarian, Senior Legal Proofreader/Editor, Senior Legislative Information Assistant, Senior Programmer Analyst (including UX/QA), Systems Engineer, and Virtual Meeting Production Administrator

The contract provides that the following individuals are not included in the bargaining unit and are not covered by the contract:

> "Temporary employees" (obtained from "temporary employment agencies"), "project employees" (legislative employees hired to work on a specific task or tasks, to be completed within a specific time), "acting capacity" employees, single session employees and any other "temporary, seasonal and on-call employees" as defined by statute, if any, shall not be considered to be "bargaining unit employees" and shall not be covered by any of the provisions of this Agreement.

The second is a unit represented by the Independent Association of Nonpartisan Legislative Professionals (IANLP) composed of "staff who work in the Legislature's Office of Policy and Legal Analysis and the Office of Fiscal and Program Review."[11] This unit was certified by the Maine Labor Relations Board in 2021. Unlike MSEA, which represents other public employees outside of the Legislature, e.g., employees of the Maine executive branch and employees of units of Maine local government and school districts, IANLP does not represent employees in any other bargaining units. Contrary to the NCSL report, this unit does have a formal collective bargaining agreement. The minutes of the Maine Legislative Council show that on February 2, 2024, the collective bargaining agreement negotiated with the IANLP for the period ending September 30, 2025, was ratified.[12] To date, we have not been able to obtain a copy of the IANLP collective bargaining agreement.

Based on the list of job classifications in the MSEA contract and given that the IANLP represents "nonpartisan legislative professionals, it is apparent the partisan employees of the Maine Legislature are not represented for purposes of collective bargaining. It would appear that most, if not all, of the partisan employees fall under the following statutory exclusion from the term "legislative employee":

> [Any person] who is employed in the office of the President of the Senate, the office of the Speaker of the House, the office of the Secretary of the

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[11] We are advised that these staff members provide impartial support to both political parties in areas such as research, drafting legislation, providing legal analysis, and administrative services. The association aims to maintain the professionalism and independence of legislative staff who serve the Maine Legislature without political bias or influence.

[12] The motion that was adopted further provided:

> That the Legislative Council exercise its right … to apply personnel policies and benefit provisions that are comparable to those contained in the aforementioned ratified collective bargaining agreement; and direct its Executive Director to incorporate as appropriate and administer those provisions; and Further, that compensation provisions in the form of cost of living adjustments, lump sum payments, and longevity stipend amounts comparable to that provided in the aforementioned ratified collective bargaining agreement be provided to legislative employees who are not represented by a collective bargaining agent, the effective dates of such compensation provisions to coincide with those contained in the aforementioned ratified collective bargaining agreement.

Senate, the office of the Clerk of the House of Representative or the majority or minority offices of the Senate or the House of Representatives.

A copy of the current 96-page Maine Legislative Council/Maine State Employees Association, Local 1989, SEIU collective bargaining agreement is attached as Appendix D. This contract contains most of the provisions one would expect to find in a collective bargaining agreement ("CBA"). See the index to the contract at pages i-ii. The first eight pages set forth provisions to protect or enhance the union's rights, e.g., dues deduction, paid time off for negotiations, access to employee data (e.g., "the name, office, position title and date of hire for new employees in an electronic format via a separate notification whenever there is a new hire"), time off for union stewards without loss of pay (i.e., union stewards shall be "allowed an aggregate of seventy-two (72) hours away from work in a calendar year without loss of pay for required meetings, attendance at on the clock meetings with new employees, to investigate and process grievances that arise in the bargaining unit, or to attend steward training"), members of the union's bargaining team given time off without loss of pay to participate in negotiations with the Legislative Council, access to the Legislative mail system,[13] etc.

Another provision provides that "with respect to negotiable wages, hours and working conditions not covered by this Agreement, the Legislative Council agrees to make no changes without prior consultation and negotiations with the Union unless such change is made to comply with law, regulations or the Joint Rules in effect during the term of this Agreement." By requiring that no changes on matters not covered by the contract can be made "without prior consultations and negotiations" could be problematic in that requiring negotiations normally means that no changes can be made without running the gauntlet of collective bargaining, e.g., complying with union information requests, utilizing any available impasse procedure that is available, etc.

While the Maine MSEA contract appears to retain the "at will" status of Committee Clerks,[14] the remaining legislative employees covered by the MSEA contract are not "at-will" employees. Thus, Article 24 provides that, with the exception of committee clerks, employees "may be disciplined only for just cause." As a result, disciplinary decisions can be appealed to the grievance procedure, the terminal step of which is binding arbitration (Article 28).

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[13] Article 37: "The Legislative Council will make available its electronic mail system for use by MSEA for the purpose of distributing electronic meeting notices and other non-partisan union-related materials ("union materials") relating to Legislative Council bargaining unit employees."

[14] Article 21(1): "Legislative committee clerks are appointed for a term that coincides with the legislative biennium and are employed jointly by the Presiding Officers and are subject to direction, management, and supervision by the Committee Chairs. Committee clerks serve at the pleasure of the Presiding Officers." Moreover, the grievance and arbitration procedure is not applicable work related decisions involving committee clerks, e.g., termination, discipline, work assignments, etc. On the other hand, CBA represented employees other than legislative committee clerks may "only disciplined for just cause." In short, the committee clerks who are covered by the Maine CBA are the only "at will" employees covered by the Maine CBA.

The MSEA contracts are for two years, beginning on October 1 of the odd numbered-years and ending on September 30 of the next odd-numbered year.

Michigan

According to NCSL, "Michigan is a full-time legislature with approximately 650 full-time staff, nearly 60 percent of whom are partisan." The only employees of the Michigan Legislature that are presently covered by a collective bargaining agreement are 13 employees in Legislative Printing in two separate bargaining units, a press unit and a bindery unit, each represented by a different union. This bargaining relationship dates back at least two decades. The current contracts are for a two-year term, which is tied to Michigan's fiscal year. NCSL reported that these two contracts adopt the industry standards for press and bindery work. Neither the NCSL report nor an internet search turned up a copy of either of the two contracts covering employees of the Michigan Legislature's print shop. Moreover, as best as can be determined, the Michigan legislative's print shop employees are not covered by any Michigan public sector labor relations statute.[15]

Oregon

Oregon has 554 staff during session, of which nearly 52% are partisan employees. In 2021, Oregon extended collective bargaining rights to legislative employees and provided that the presiding officers of each chamber shall represent their respective chamber in collective bargaining but permitting them to delegate those duties to a chief negotiator. The Chief negotiator, in turn, "after consultation with the majority party and the minority party caucus leaders of the Senate and the House of Representatives, shall establish a bargaining team to carry out the collective bargaining negotiations."

Following passage of the enabling law, the Oregon Employment Relations Board acted on a representation petition filed by International Brotherhood of Electricians (IBEW) seeking to represent certain employees of the Oregon Legislature. Following a lengthy hearing concerning which employees should be included in or excluded from an appropriate bargaining unit, OERB issued an order directing an election in the following unit consisting of approximately 180 legislative staff:

> Administrative Assistant I, Administrative Assistant II, Administrative Assistant III, Administrative Assistant IV supporting elected officials in the Oregon Legislative Assembly, excluding supervisory, managerial, confidential, and caucus employees.

[15] Michigan has a Civil Service Commission that applies to Michigan's state workforce; however, the Commission's rules and regulations specifically exclude employees of the Michigan Senate and the Michigan House of Representatives.

IBEW Local 89 v, Oregon Legislative Assembly, Case No. RC-001-21, OERB (Interim Order Directing an Election, April 6, 2021).

In rejecting an argument that Administrative Assistants III and IV should be excluded by category as managerial supervisory, and/or confidential, the Oregon Board noted:

> Consistent with our rules, and in a manner consistent with this order, both parties may challenge, on an individualized basis, the eligibility of specific employees to vote, based on an individual employee being a confidential, managerial, or supervisory employee. See OAR 115 025-0073(2). Any challenged ballot will be impounded, and the Board will only resolve a challenge if such a resolution is necessary to certify the results of the election. Id. If the resolution of challenged ballots is dispositive, the Board will conduct a hearing to resolve those individualized challenges.

In the secret ballot election, 136 ballots were cast, of which 30 were challenged on the grounds of managerial, supervisory, and/or confidential status. Of the remaining 106 ballots, 75 were cast for IBEW Local 89 and 31 were cast for no representation. Since the number of challenged ballots did not affect the ultimate outcome, IBEW Local 89 was certified by the OERB as the exclusive bargaining representative for all employees in the bargaining unit, including those who voted for no representation. *IBEW Local 89 v, Oregon Legislative Assembly*, Case No. RC-001-21, OERB (Order Certifying Exclusive Representative, June 8, 2021).

Collective bargaining began in 2022, with the four caucus administrators (two from each chamber, representing the majority and minority offices), the Legislature's HR director and a third-party negotiator hired by the Legislature representing the institution in negotiations. Negotiations spanned two years, with a pause during the time the Legislature was in session. A copy of the 45-page contract is attached as Appendix E. It was signed on February 8, 2024, and will remain in effect until December 31, 2024, meaning that the parties will be back at the bargaining table before then, assuming one or both parties wishes to negotiate over the terms of a successor collective bargaining agreement.

The recognition clause in the contract reads as follows (Article 1, at p. 1):

> The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of employment relations as defined by ORS 243.650 for the classifications of Legislative Assistant I, Legislative Assistant II, Legislative Assistant III, and Legislative Assistants IV supporting elected officials in the Oregon Legislative Assembly, excluding supervisory, managerial, confidential, an Unrepresented Chief of Staff, and caucus employees as provided in the Oregon Employment Relations Board’s decision in Case No. RC-001-21.

The exclusion of "caucus employees" presumably means that partisan employees of the Oregon Legislature are not in the bargaining unit and that the agreement only covers nonpartisan employees.

Like the Maine CBA, the Oregon CBA covers most of the traditional topics of negotiations, including setting forth in some details union rights, e.g., "Dues Deductions for Union Members," the employer's obligation to provide in electronic format a plethora of information, union time to participate in the orientation of new employees without loss of pay, "Union Access and Bulletin Boards," "Union Stewards and Time Off for Union Business,"[16] "Time Off for Negotiations," etc.

The Oregon contract appears to retain the "at-will" nature of employment (Section 15.1):

> The Parties recognize the Appointing Authority for bargaining unit members are elected officials, and elected officials serve the needs of the people of Oregon. Accordingly, the Parties understand there is no expectation as to the duration of an Appointing Authority's service or their employees' employment.

As far as we can determine, the contract term is not dictated by statute in Oregon; nor is there any statutorily mandated date for reaching an agreement.

Washington

Legislation enacted in 2024 extends collective bargaining rights to both partisan and nonpartisan employees. It establishes an Office of State Legislative Labor Relations ("OSLLR")"to assist the house of representatives, the senate, and legislative agencies in implementing and managing the process of collective bargaining for employees of the legislative branch of state government." The Secretary of the Senate and the Chief Clerk of the House are empowered to hire the Director of OSLLR after consulting with various stakeholders. The Director "may employ additional employees to assist in carrying out the duties of the office, which "include, but are not limited to, establishing bargaining teams and conducting negotiations on behalf of the employer."

The Washington law also creates, as described in the NCSL report, "a temporary three-member Legislative Commission within PERC to certify bargaining representatives, adjust and settle complaints and grievances and carry out duties typically required of PERC." This temporary commission "expires December 31, 2027, at which time all duties revert to "to PERC." NCSL Rpt. at p.15. As of September 25, 2024, however, no one has been appointed to the Temporary Legislative Commission

[16] Section 4.1 provides: "Upon notice to their immediate supervisor, Union Stewards will be granted mutually agreed upon time off during regularly scheduled working hours without loss of compensation, seniority, leave accrual or any other benefits," to among other things, "to investigate and process grievances."

and the duties that it will be entrusted to fulfill have been fulfilled by PERC, as is demonstrated by the certifications issued by PERC for five different bargaining units.

The Washington law extending bargaining rights to certain legislative employees defines the term “Employer” as follows:

(a) The chief clerk of the house of representatives, or the chief clerk's designee, for employees of the house of representatives;

(b) The secretary of the senate, or the secretary's designee, for employees of the senate; and

(c) The chief clerk of the house of representatives and the secretary of the senate, acting jointly, or their designees, for the regular employees who are staff of the office of legislative support services, the legislative service center, and the office of the code reviser.

“Employee” is defined as follows:

(a) “Employee” means

(i) Any regular partisan employee of the house of representatives or the senate who is covered by this chapter; and

(ii) Any regular employee who is staff of the:

(A) Office of legislative support services;

(B) Legislative service center;

(C) Office of the code reviser who, during any legislative session, does not work full time on drafting and finalizing legislative bills to be included in the Revised Code of Washington; and

(D) House of representatives and senate administrations.

(b) "Employee" also includes temporary staff hired to perform substantially similar work to that performed by employees included under (a) of this subsection.

(c) All other regular employees and temporary employees, including casual employees, interns, and pages, and employees in the office of program research and senate committee services work groups of the house of representatives and the senate are excluded from the definition of "employee" for the purposes of this chapter.

A July 8, 2024, newspaper article, sets forth the results of the elections held in four separate bargaining units:

- A unit of 82 of legislative assistants, policy analysts, and the communications staff of the House Democratic Caucus voted 58-1 to be represented by the Washington Public Employees Association

- A unit of 32 of legislative assistants on the staff of Senate Democratic Caucus voted 23-0 to be represented by the Washington Public Employees Association

- A unit of legislative assistants, policy analysts, and the communications staff of the House Republican Caucus voted 18-3 to be represented by a local independent association

- A unit of legislative assistants, policy analysts, and the communications staff of the House Republican Caucus voted 21-1 to be represented by a local independent association.

Interestingly, the representation petitions by the Republican legislative staffers were filed over two weeks earlier than the representation petitions filed by the Democratic staffers. A spokesperson for the Republican staffers noted:

> Most of the Republican Legislative Assistants didn't support unionization when polled, but if they make us have a union workplace, we want a union reflecting our values. The vote for our own local-only was overwhelming.

It is clear that the Republican petitions were defensive in nature, i.e., if the Democratic staffers are going to represented by a union, then we better be represented as well.

In the ensuing collective bargaining conducted by the OSLLR Director, contracts were reached by the October 1 deadline for the two contracts bargaining units covering Republican partisan employees represented by the Legislative Professionals Association (LPA). An examination of these two contracts shows that the vast majority of the contractual provisions are identical. A copy of the Washington/Legislative Professionals Association contract covering House Republican Staffers is attached as Appendix F. The following is a selective summary of the provisions of those two CBAs[17]:

- The "Management Rights" article includes among the Employer's rights:

  > The right to establish the hours of work during legislative session and committee assembly days, and the hours of work during the 60

[17] While these two contracts are binding on both parties, both are subject to further formatting and pagination in order to put them final form.

calendar days before the first day of legislative session and during the 20 calendar days after the last day of legislative session.

House/LPA, Article 9 (e); Senate/LPA, Article 7.E.

- The inclusion of a grievance procedure to resolve whether "there has been a violation of the terms of this Agreement, which occurred during the term of this Agreement." If not resolved at an earlier step, both CBAs provide for mediation. If not resolved in mediation, both contracts provide for a hearing before a House or Senate committee, with the provision that "the committee's decision shall be final and binding on both parties." Significantly, neither contract provides for final and binding arbitration by an outside neutral arbitrator selected by both parties. House/LPA, Article X; Senate/LPA, Article 9 (Grievance Procedure).

- Wages and many but not all other economic terms were negotiated on a coalition basis, i.e., both LPA bargaining and both the WPEA units negotiated together with the OSLLR Director's bargaining team over wages and many economic terms (e.g., wages, initial placement on the salary schedule, locality premium, parking, internet stipends, etc. In addition, the parties in their coalition bargaining negotiated provisions that applied to the Senate only (e.g., District visits, cell phones, etc.) and provisions that applied to the House only (e.g., District visits for townhall meetings and/or legislative business, caucus staff session housing allowance, etc.)

- Neither LPA contract nor the WPEA's TAs have any provisions governing how discipline is handled. We have been advised that in the absence of any contractual provisions governing discipline, it will continue to be governed by existing policies and procedures.

For the two bargaining units covering Democratic partisan employees employed by the House and Senate, and despite reaching numerous Tentative Agreements (TAs) on wages and other issues, no overall agreements were reached by the October 1 deadline. As a result, the Democratic partisan employees, absent legislative intervention, will not receive a wage increase and WPEA will have to try to reach an agreement on wages by October 1, 2025. In the meantime, negotiations for these two bargaining units continue, but there is no mandatory impasse resolution in place other than mediation. We have been advised that one of the major impasse issues is the effort by WPEA to eliminate or change the at-will status of the Democratic partisan employees it represents.

In addition to the four bargaining units discussed above, following an election, WPEA was certified on September 24, 2024, as the exclusive bargaining representative for a bargaining unit of supervisory Executive Assistants employed by the Senate Democratic Caucus.

Another consideration that should not be dismissed lightly is how time-consuming and costly collective bargaining can be. Relevant in this regard is the fact that the recently agreed- to first contract for Oregon staffers took two years to negotiate, and that was for only one bargaining unit, not four.

To date, no petitions have been filed by nonpartisan employees seeking to be represented by an employee organization. Interestingly, the 2023 Washington report prepared by the OSLLR recommended that collective bargaining rights not be extended to nonpartisan employees of the Washington Legislature due to the concern that it would jeopardize their mission, noting:

> For nonpartisan employees to effectively serve the Legislature as a whole, including members who have deeply held feelings on public sector unions, both pro and con, it is problematic to have (or reject) a workplace affiliation with a public sector union.

Id., at p. 8. Despite this recommendation, nonpartisan employees are included in the definition of "employee" as set forth above.

Other provisions of note, in the Washington statute, are the exclusions from bargaining and the lack of an impasse procedure post mediation. As to the former, the Washington Act's exclusions from bargaining include:

> … any matter related to legislative calendars, schedules, and deadlines…; and…laws, rules, policies or procedures regarding ethics or conflicts of interest.

The Act also notes that no order or rule may issue (from the Board or courts) that intrudes upon or interferes with the Legislature's core function of efficient and effective law making or the essential operations of the Legislature.

As to the latter, the only impasse resolution process in the Washington Act is mediation. RCW 44.90.045

California

To date, only one other state – California – has enacted a law granting collective bargaining rights to specified employees of the Legislature. This was accomplished through the enactment of a separate Legislative Employer-Employees Relations Act ("LEERA"). To provide time for its implementation, LEERA's effective date is delayed until July 2026. The NCSL report summarizes LEERA as follows:

LEERA roughly parallels the employee rights, duties and prohibitions designated in the existing law covering other state employees (known as the Dills Act, Government Code Section 3512 et seq.). For purposes of bargaining, the law defines the employer as the Assembly Committee on Rules, the Senate Committee on Rules or their designated representatives. An employee is defined as any employee of either legislative chamber except appointed officers (such as the Secretary of the Senate,

Chief Clerk of the Assembly, and the Chief Sergeants-at-Arms), supervisors and managers and any staff who work on behalf of management during the bargaining process, referred to as “confidential employees.” The Assembly and Senate Rules Committees have the authority to designate employees as exempt, however, the number of exempt employees cannot exceed one third of total employee positions.

LEERA stipulates which matters are eligible for bargaining. Legislative employees may bargain over wages, hours and other terms and conditions of employment. Employees may not bargain over management rights, legislative calendars, schedules or deadlines, any issues related to qualifications of legislators or the election of officers, the adoption of procedural rules, or the establishment of legislative committees or any laws, rules, policies or procedures regarding ethics and conflict of interest, health care benefits or pay, or retirement plans or benefits. Additionally, LEERA does not affect the authority of either chamber of the Legislature and its committees to hold closed meetings consistent with existing law.

The law also provides that a CBA “shall not prohibit the employer from separating an employee if the Member of the Legislature to whom the employee is assigned is not reelected, resigns, or otherwise departs from the employer.” It further provides, however:

> The employer shall provide a transition period for an employee if the Member of the Legislature to whom the employee is assigned is not reelected, resigns, or otherwise departs from the employer. The terms of the transition period, which may include, but are not limited to, length of time or opportunities to apply for vacancies with the employer, are within the scope of representation and are subject to collective bargaining.

Administration of LEERA is lodged with the California Public Employment Relations Board, but with a proviso that prohibits PERB or the courts from issuing a decision or order that intrudes upon or interferes with the Legislature’s core function of efficient and effective lawmaking or the essential operation of the Legislature.

While the PERB is given the authority to determine appropriate bargaining units, the Board is prohibited from including within the same bargaining unit employees from both the Assembly and Senate or separating employees into bargaining units based solely on political affiliation. Apart from these limitations, the law includes the typical considerations that the PERB is required to consider in establishing an appropriate bargaining unit. The provision providing that “political affiliation shall not constitute a community of interest for purposes of determining an appropriate unit would seemingly preclude establishing a bargaining unit limited to just the partisan employees of one political party, something that Washington permits.

Legislative employees are prohibited from engaging in strikes. If the parties are at an impasse in negotiations for a new contract following mediation, the Employer “may implement any or all of its last, best, and final offer through adoption of a resolution.”

4. Summary and Conclusions About Collective Bargaining in the Four States With CBAs That Have Contracts Covering Legislative Employees and the One State That Extended Collective Bargaining But Does Not Yet Have a Contract Coupled With the CESO Report

At the current time, only four states have extended collective bargaining rights to legislative employees.[18] Far more states have either specifically or implicitly excluded legislative employees from coverage under their public sector collective bargaining laws, including the following non-exhaustive list set forth in the NCLS report as supplemented by further legal research by the authors of this report: Colorado, Connecticut, Delaware, Florida, Hawaii, Illinois,[19] Iowa, Michigan, Missouri, Nevada, New Hampshire, New York, North Dakota, Ohio, Pennsylvania, South Dakota, Vermont, and Wisconsin. There are efforts afoot in a few of these states to extend collective bargaining rights to legislative employees. See Appendix A to the NCSL report which discusses those efforts for the period 2019-2024 and the status of the same (i.e., either failed or pending).

Also of note, as observed in the NCSL report, "Some states, including Connecticut, New Hampshire and Wisconsin once allowed legislative employees to collectively bargain, yet later passed legislation to exclude them." California allowed legislative staff collective bargaining decades ago, but later changed the state law to exclude legislative staff. As discussed above, in 2023, the California Legislature legislation repealed this exclusion and again extended collective bargaining rights to legislative employees. The law provides for a two-year planning period, with petitioning and bargaining permissible on or after July 1, 2026.

The following is a summary of the status of collective bargaining in the four states that have extended collective bargaining rights to some or all legislative employees:

- The newly negotiated Washington contracts covering House and Senate Republican caucus employees are the only contracts that cover partisan employees of a state's legislature. Washington and California are the only states to allow collective bargaining for their partisan employees.

- Only two states to date—Maine and Oregon—have contracts covering nonpartisan legislative employees. Although Michigan has a contract, it only covers a baker's dozen craft employees in the Legislature's print shop.

[18] Michigan is not included because the negotiation of CBAs for its 13 print shop employees was not done pursuant to legislative authorization. In any event, the Michigan bindery and press employees are not what one would normally consider to be legislative employees.

[19] The Illinois House passed a bill earlier this year that would extend collective bargaining rights to legislative employees; the Illinois Senate may act on this bill when the Illinois General Assembly reconvenes after the November 5 election.

- The following is the definition of "employer" who has the responsibility for negotiating the CBAs covering legislative employees in California, Maine, Oregon, and Washington:

  California: "Employer" means the Assembly Committee on Rules or the Senate Committee on Rules. For the purposes of bargaining or meeting and conferring in good faith, "employer" means the Assembly Committee on Rules or the Senate Committee on Rules, or their designated representatives, acting with the authorization of their respective houses.

  Maine: The Maine Legislative Council, consisting of the elected leaders of the House and Senate, and the Democratic and Republican Floor Leads of both chambers, or their designees.

  Oregon: "The presiding officers of each house of the Legislative Assembly shall represent the legislative department in collective bargaining negotiations with the certified or recognized exclusive representatives of all appropriate bargaining units of employees of the legislative department. The presiding officers may delegate such collective bargaining responsibility to a chief negotiator who, after consultation with the majority party and the minority party caucus leaders of the Senate and the House of Representatives, shall establish a bargaining team to carry out the collective bargaining negotiations."

  Washington: The Washington law establishes the Office of State Legislative Labor Relations led by a Director whose responsibilities include "establishing bargaining teams and conducting negotiations on behalf of the employer."

- The Maine, Oregon, Washington laws provide that the administration of the statutory provisions of extending collective bargaining rights to certain employees of the Legislature remain with the existing public sector labor relations boards, i.e., the Maine Labor Relations Board, the Oregon Employment Relations Board, and the Washington Public Employment Relations Board,[20] respectively, albeit with certain limitations applicable to employees of the legislative branch. For example, the California and Washington laws provide that no order may be issued that intrudes upon or interferes with the Legislature's core function of efficient and effective law making or the essential operations of the Legislature.

[20] The Washington law extending collective bargaining rights to legislative branch employees established a temporary Legislative Commission to administer the law covering legislative branch employees for the first few years, after which those administrative duties will be assumed by the Washington Public Employment Relations Board. As of October 25, 2024, in the absence of the appointments to the Legislative Commission, the law covering legislative staffers has been administered by the Washington Public Employment Relations Commission.

- There are a number of carve-outs from the obligation to bargain in the various statutes including but not limited to management rights, hours of work, health insurance, pensions, matters covered under other laws and rules, and policies and laws on codes of conduct.

- In both the Oregon and Washington contracts, the terminal step of the grievance procedure is an internal legislative Committee and not binding arbitration like is found in many labor agreements. See discussion in Issue 5. Neither the Washington or California statutes provide for an impasse resolution process beyond mediation and, in fact, the California act allows for unilateral implementation by the Legislature. See discussion in Issue 6.

- The only CBA covering legislative employees that has been in effect for more than a few years is the Maine contract covering nonpartisan legislative staffers. The other two states with CBAs covering specified legislative staffers are Oregon and Washington, but the ink is barely dry on either. The Oregon contract was signed on February 8, 2024; the two Washington CBAs covering House and Senate Republican legislative staffers were agreed to on or about October 1, 2024. As a result, the experience with legislative collective bargaining is scant.

IV. RECOMMENDATIONS

A. Whether Collective Bargaining Rights Should Be Extended to the Legislative Employees of the Minnesota Legislature

Given that the employee surveys show that Minnesota legislative staffers are currently satisfied with the wages and working conditions and are not, for the most part, interested in being represented by a union for the purposes of collective bargaining, we recommend that legislative consideration of granting Minnesota's legislative employees collective bargaining be put on hold.[21] This will allow the Minnesota Legislature

[21] While the response rate for the CESO survey was excellent, it still needs to be pointed out that 140 employees – 21% -- to whom the survey was sent did not submit responses. While it is impossible to pinpoint the actual reasons why, it is possible to hypothesize why. Thus, it is reasonable to assume that employees who were dissatisfied with their wages and working conditions and who wanted the opportunity to collectively bargain over them would jump at the opportunity to express their opinion. That nearly 22% did not, would seem to suggest that most were at least reasonably satisfied with their current wages and working conditions and that they did not see the need for union representation. If this hypothesis is reasonably accurate, it would mean that the percentage of legislative employees who are satisfied with their current wages and working conditions and who do not see the need for collective bargaining is understated. Even assuming that the employees who did not respond would divide along the same lines as the employees who did, this is still not an indication of overwhelming support for collective bargaining where most employees are satisfied with their overall terms and conditions of employment.

additional time to assess how extending collective bargaining rights to legislative staffers is working and identifying potential pitfalls, as well potential benefits.

Because of the relative newness of collective bargaining for legislative employees, there is insufficient documentation on how collective bargaining might affect the functioning of the Minnesota Legislature on such issues as hours of work, overtime provisions, work assignments, leave of absence policies, etc. Thus, a "wait and see" approach could be beneficial in that it could yield additional data on the pros, cons, specifics of collective bargaining for legislative employees, and the impact on legislative operations.

If, however, the Legislature decides to move forward, we offer the following recommendations on the requisite topics.

B. Issue 1 Bargaining Unit Structure

1. Unit Composition

Assuming the policy decision is made to extend collective bargaining rights to legislative employees, it is then necessary to discuss whether that policy decision should include all non-managerial, non-confidential, and non-supervisory, legislative employees or just an identified group of legislative employees. On that issue, we recommend that the right to engage in collective bargaining be limited to the regular full-time and regular part-time partisan employees of Legislature.[22]

One of the clearest conclusions from the CESO survey is that there is a relatively sharp line of demarcation between partisan and nonpartisan employees when it comes to the issue of possible unionization. The CESO survey showed that 73% of nonpartisan employees surveyed listed the perception of partisanship as a top or medium concern. Moreover, interest in collective bargaining among nonpartisan employees was relatively minor compared to partisan employees. Thus, among the employees who were surveyed who responded unequivocally to the question, "Do you want to be represented by a union?", approximately 50% of the partisan employees responded "Yes," versus less than 20% of the nonpartisan employees who responded "Yes."

We recognize that using partisan/nonpartisan as the dividing line for the legislative workforce stands in stark contrast to the approach taken in SF 83, which utilized the traditional labor law distinction between professional[23] and nonprofessional

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[22] In addition to excluding non-partisan employees, we would also recommend that staff in elected or appointed positions, temporary employees, and all other employees of the Legislature be excluded.

[23] The Minnesota Public Employment Labor Relations Act defines the term "professional employee"

> (1) any employee engaged in work (i) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (ii) involving the consistent exercise of discretion and judgment in its performance; (iii) of a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and (iv)

employees and specified for each employer, i.e., House, Senate, and LCC, one bargaining unit of "clerical, support, administrative, technical, and security employees of a legislative entity" and one "legislative professional employee unit consists of professional employees of a legislative entity." This would have resulted in six bargaining units being established, i.e., two per employer. This professional/nonprofessional dichotomy, however, does not work in the context of legislative employees. From our conversations with legislative staff, we understand that all legislative employees consider themselves to be professional employees even if they don't technically meet the traditional definition of "professional employee." If bargaining units were established using the professional / nonprofessional model, it would create an artificial division of the legislative workforce and would result in the categorization of perhaps a majority of the legislative employees being deemed nonprofessional employees, which would not be taken kindly by those employees.

If collective bargaining rights are extended to the Legislature's partisan employees,[24] the next issue is what should the bargaining unit structure be? On that issue, we recommend that all eligible regular full-time and regular part-time partisan employees of both the House and Senate be included in the same bargaining unit, rather than in a separate unit for each chamber of the Legislature.

A number of considerations helped inform us of this recommendation. First, a substantial number of the existing terms and conditions of employment are uniform and are the same for both House and Senate partisan employees. We acknowledge that currently both the House and Senate have the authority to adopt salaries and employment policies that deviate from LCC Legislative Plan for Employee Benefits and Policies and that this happens from time to time. However, if there was just one bargaining unit of partisan employees, the parties could negotiate separate contractual provisions on specified issues that were designated House-only or Senate-only and which were different than or in addition to LCC Legislative Plan for Employee Benefits

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requiring advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education, an apprenticeship, or training in the performance of routine mental, manual, or physical processes; or

(2) any employee, who (i) has completed the course of advanced instruction and study described in clause (1), item (iv); and (ii) is performing related work under the supervision of a professional person to qualify as a professional employee as defined in clause (1); or

(3) a teacher.

This is the same or substantially similar definition found in virtually all collective bargaining statutes, including the National Labor Relations Act and in line with definition of "professional employee" is virtually every collective bargaining statute.

[24] In our discussion of possible bargaining units for partisan or non-partisan employees, it should be understood that staff in elected or appointed positions, managerial, confidential and supervisory, temporary employees (including pages, interns and session only employees), as well as all other employees, including employees of the Legislative Auditor (for a nonpartisan unit) would be specifically excluded from any such bargaining unit.

and Polices. That is exactly what occurred in the recent negotiations in Washington for partisan employees.

Having just one bargaining unit for both the House and Senate would eliminate a scenario where Union A represented the House partisan employees and Union B represented the Senate partisan employees. It is not difficult to envision the possible whipsawing and gamesmanship that might occur if two different unions represented partisan employees, one in the House and the other in the Senate. Or imagine another scenario, i.e., one party controls the House and the other party controls the Senate. If there were separate bargaining units, the same kind of whipsawing and gamesmanship that could occur with two different unions could likewise occur if one party did not control both chambers of the Legislature. Admittedly, in the latter scenario, there would probably be differences that would arise in negotiations, but they would ultimately be resolved in the context of one bargaining unit, rather than two, which we believe is an overall better result.

In short, in the collective bargaining context, we believe the commonality of job functions, job duties, and terms and conditions that are applicable to all partisan employees should carry the day in terms of defining the appropriate bargaining unit for partisan employees.

A cautionary tale has emerged from the implementation of the Washington law that extended collective bargaining right to legislative employees. As matters now stand, there are five different partisan bargaining units:

- Democratic partisan House employees
- Democratic partisan Senate employees
- Republican partisan House employees
- Republican partisan Senate employees
- Democratic supervisory Senate employees

According to the information we have received about the negotiations in Washington for partisan employees, despite having multiple bargaining units, negotiations eventually and voluntarily evolved into coalition bargaining with all bargaining units participating in the coalition. As a result of coalition bargaining, the vast majority of the agreed-to terms are the same. Our point is that if, at the end of the day, the negotiated wages and other terms and conditions of employment end up being essentially the same for all the units, as appears to be the case currently in Washington, then creating a bargaining unit structure that fosters multiple bargaining units requiring multiple bargaining teams, etc., does not accomplish anything of lasting value. In short, we believe it makes more sense, as we are recommending for Minnesota, that all partisan employees should be included in the same bargaining unit. It simplifies the

bargaining process and means that there would be only one collective bargaining contract to administer.

Bargaining units for state employees and judicial employees are legislatively established. Thus, for State employees, Chapter 179A sets forth 19 different appropriate bargaining units and specifically states that such units "are the only appropriate units for executive branch state employees." In similar fashion, Chapter 179A.101 sets forth four appropriate bargaining units for court employees: Judicial District Unit, Appellate Courts Unit, Court Employees Professional Employee Unit, and Court Employees Court Reporter Unit and specifically states that such units "are the only appropriate units for court employees." Consistent with this Minnesota precedent, we recommend that any statute extending collective bargaining rights to legislative employees set forth the appropriate bargaining units for the legislative employees and include the statement that those units are the only appropriate units for legislative employees. This would eliminate the sometimes haphazard determination of bargaining units on a case-by-case basis. It would also eliminate the time and expense to litigate this issue.

The following appropriate bargaining unit is specified for all partisan employees of the House and Senate:

> All regular full-time and regular part-time partisan employees of the House and Senate, excluding staff in elected or appointed positions, supervisory, managerial, confidential, temporary employees, and all other employees[25]

If collective bargaining rights are extended to nonpartisan employees, the following appropriate bargaining unit is specified for all nonpartisan employees of the House and Senate:

> All regular full-time and regular part-time nonpartisan employees of the House and Senate and Legislative Coordinating Commission, excluding staff in elected or appointed positions, supervisory, managerial, confidential, temporary employees of the Legislative Auditor, and all other employees[26]

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[25] We do not recommend adopting the Washington approach of establishing separate units based on party affiliation. This approach would result in a multiplicity and bargaining units which would unduly and unnecessarily splinter the legislative workforce. We note that the recently enacted California law extending collective bargaining rights to legislative employees provides that "political affiliation shall not constitute a community of interest for purposes of determining an appropriate unit." 2023 Assembly Bill 1, Section 3599 (c).

[26] The following are representative classifications that would be included in the appropriate unit: Legislative Assistants, Committee Legislative Assistants, Communications Specialists, Video Content Producer, Research Coordinator, Research Consultants, IT Analyst, IT Assistant, Legislative Assistants, Coordinators.

If contrary to our recommendation, separate appropriate bargaining units of partisan and nonpartisan employees are established for each separate employer, the appropriate bargaining units would be as follows:

- All regular full-time and regular part-time partisan employees of the House, excluding staff in elected or appointed positions, supervisory, managerial, confidential, temporary employees, and all other employees

- All regular full-time and regular part-time partisan employees of the Senate excluding staff in elected or appointed positions, supervisory, managerial, confidential, temporary employees, and all other employees

- All regular full-time and regular part-time nonpartisan employees of the House excluding staff in elected or appointed positions, supervisory, managerial, confidential, temporary employees, and all other employees

- All regular full-time and regular part-time nonpartisan employees of the Senate excluding staff in elected or appointed positions, supervisory, managerial, confidential, temporary employees, and all other employees

- All regular full-time and regular part-time nonpartisan employees of Legislative Coordinating Commission, excluding staff in elected or appointed positions, supervisory, managerial, confidential, temporary employees, employees of the Legislative Auditor, and all other employees

2. Exclusions

We are recommending that the following individuals be excluded from representational rights:

- Staff in elected or appointed positions

- Managerial employees

- Supervisory employees

- Confidential employees

- Employees in temporary positions including pages, interns and session only employees;

- All other employees, including the employees of the Legislative Auditor

It is typical in labor acts as well as collective bargaining agreements to exclude elected and appointed officials, managerial, supervisory, confidential, and temporary employees from bargaining rights. Managerial and supervisory employees work to make the decisions and ensure the organization is running smoothly so that the people's work is done. Confidential employees are employees who are involved in recommending or

making decisions related to labor or employment issues, work in a confidential capacity for those employees who make such decisions or have access to such information in advance of that information becoming available to others. Examples include but are not limited to individuals involved in human resources, bargaining, investigations, discipline, and employment policy-making. Not all types of confidential work justify exclusion. It is also typical to exclude temporary employees who generally do not share a community of interest with the other employees from representational rights. These outlined exclusions are similar exclusions to those that exist elsewhere in the public sector. Some jurisdictions, including Minesota, also allow supervisory employees to be represented in a separate unit. We do not recommend that allowance at this time. With bargaining being new, the Legislature will need to count on its supervisors to ensure contract enforcement, that employees receive the rights to which they are entitled and generally that work is being done. Extension of collective bargaining rights to supervisors can create a question of loyalty – should a supervisor discipline a fellow union member? Exclusion of employees of the Legislative Auditor is necessary for this same reason, i.e., the Auditor's employees review the work of other employees of the executive branch for compliance resulting in potential findings of violations. Reviewing the work of another union member, whether in the same or a different bargaining unit, creates an inherent conflict.

C. Issue 2 Mandatory, Permissive and Prohibited Subjects of Bargaining

As outlined above, mandatory subjects are ones over which the parties are required to bargain; generally, wages, hours and terms and conditions of employment (except as limited herein). Subjects that impinge more on management rights than on employee wages, hours and conditions of employment should be considered permissive subjects of bargaining, i.e., neither party can require the other party to negotiate over a permissive subject of bargaining, but they can mutually agree to do so. Prohibited subjects over which the parties may not bargain and if such a provision were included in a labor agreement, would be unenforceable.

The statutory provisions applicable to legislative employees should contain a provision modeled in part after the Minnesota Public Sector statute applicable to executive branch and local government employees:

> An employer of legislative employees may not meet and negotiate on matters of inherent managerial policy or on the impact of same. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction of personnel.

In addition to the foregoing, for the reasons set forth in more detail below, it is recommended that the following topics, including the impact, be prohibited subjects of bargaining:

- at-will employment;

- pensions, including deferred compensation;
- health insurance;
- hours of work during and the two weeks prior and post any legislative session;
- staffing (e.g. number of total employees, number of employees in a classification);
- topics covered under other state and federal law;
- polices related to codes of conduct (e.g., ethics, campaigning, public service outside of work, political activity, conflict of interest and the like);
- impasse resolution beyond mediation of disputes over the terms for a collective bargaining agreement.

1. Rationale and Reasons for Carving Out Certain Subjects From the Mandatory Scope of Bargaining

a. At-Will Employment Status

It has been a longstanding practice and custom that employees of the Minnesota Legislature are at-will employees. As stated in the current Legislative Plan for Employee Benefits and Policies:

> All employees covered under APPLICABILITY serve at the pleasure of their employer in the state unclassified service, except for the Legislative Auditor and Director of the Legislative Budget Office, each of which are appointed to six-year terms. The term "regular employee" refers to an employee hired without a limit on the duration of the employment and does not constitute a promise of permanent employment. Each employee covered by this Plan is an "at-will" employee and has a right to terminate the employee's employment at any time for any reason. Likewise, each respective appointing authority has a similar right to terminate the employment of any employee at any time, except for the appointed positions of the Legislative Auditor and Director of the Legislative Budget Office, who may only be removed from office for cause after a public hearing is conducted.

We recommend that this "at-will" policy specifically be excluded from the mandatory scope of bargaining if a law is enacted extending collective bargaining rights to any legislative employees. In this regard, we note the long-standing policy and that the newly minted Oregon CBA covering nonpartisan employees retains the at-will status of legislative employees. Thus, Section 15.1 of the Oregon/IBEW contract contains the following provision:

> The Parties recognize the Appointing Authority for bargaining unit members are elected officials, and elected officials serve the needs of the

people of Oregon. Accordingly, the Parties understand there is no expectation as to the duration of an Appointing Authority's service or their employees' employment.

In Washington, where the authorizing statute does not carve out at-will status as a prohibited subject of bargaining, we have been advised that at-will status is one of the major issues standing in the way of completing negotiations for the two bargaining units covering partisan Democratic staffers.[27] We have been advised that almost all the other issues, including wages and other economic terms, have been tentatively agree to. The Legislature may wish to avoid an issue that is likely to result in an impasse issue in bargaining, particularly when it would change the fundamental nature of legislative employment.

An alternative approach, which we do not recommend, would be to include in any law extending collective bargaining rights to legislative employees a provision that tracks the California law, i.e., that a collective bargaining agreement "shall not prohibit the employer from separating an employee if the Member of the Legislature to whom the employee is assigned is not reelected, resigns, or otherwise departs from the employer."[28]

b. Retirement and Pensions

In the vast majority of states with public sector collective bargaining laws, pensions and retirement are prohibited subjects of collective bargaining. The early experience with permitting collective bargaining in New York (especially New York City), Michigan, among the early adopters of public sector collective bargaining, and the devastating financial consequences that ensued led to widespread agreement among policy makers that retirement and pensions should be prohibited subjects of bargaining.

Importantly, the Minnesota public sector bargaining law excludes retirement benefits from the definition of terms and conditions of employment, thereby meaning that retirement benefits and pensions are not mandatory subjects of bargaining. Minnesota Statutes, Chapter 179A, § 179A.03, Subd. 19 (defining the scope of collective bargaining but excluding retirement benefits from the definition of terms and conditions of employment). As a result, pensions and retirement benefits are

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[27] We note that the 2023 Report prepared by the OSLLR that preceded the enactment of the Washington law recommended that "at-will employment status be on the list of prohibited subjects of bargaining for legislative employee collective bargaining." This recommendation was not accepted by the Washington Legislature.

[28] The California law further provides:

> The employer shall provide a transition period for an employee if the Member of the Legislature to whom the employee is assigned is not reelected, resigns, or otherwise departs from the employer. The terms of the transition period, which may include, but are not limited to, length of time or opportunities to apply for vacancies with the employer, are within the scope of representation and are subject to collective bargaining.

determined through legislation and are not negotiable topics. The applicable statutes make clear that pensions and retirement benefits are part of the statutory framework and are not a topic for collective bargaining between public employee unions and their employers in Minnesota. In short, in Minnesota Legislature retains control over public employee pension plans through state law.

c. Health and Medical Insurance Benefits and Costs

Currently, legislative employees receive health and medical insurance coverage through the State Employee Group Insurance Program (SEGIP). The high level of satisfaction with this extremely important economic benefit and the importance of not encouraging negotiations over deviations from the State plan are the two reasons why we recommend that the status quo be maintained and that health and medical insurance benefits for legislative employees be excluded from the scope of bargaining if collective bargaining rights are extended to any of the State's legislative employees. As we understand it, the executive branch employees engaged in coalition bargaining over this very important issue and then the benefits and costs are extended to all other employees. As we understand it, the LCC has adopted this plan and benefits for the legislative employees. Deviation from this norm would create havoc with this well-oiled system. In short, we are recommending that Minnesota's legislative employees continue to participate in the SEGIP.

While we are recommending that health and medical insurance be a prohibited subject of bargaining, this would not preclude negotiations over such things as deferred compensation plans or employee health savings accounts also long as such negotiations did not conflict with or interfere with any of the provisions of the State Employee Group Insurance Plan.

d. Legislative Hours of Work

Most of the constitutional duties and responsibilities of the Minnesota Legislature are done when it is in session, as well as the periods immediately before and after session. As one of the retirees we met with explained: "During session, work hours are long and unpredictable, with considerable overtime. This is especially true near deadlines for committee action, and near the end of session when the Legislature is negotiating final agreements on legislation." Thus, the carveout of in-session work hours, including the periods immediately before and immediately after legislative sessions, is needed to protect the flexibility that Legislature needs to carry out its constitutional duties and responsibilities. Our recommendation essentially parallels the Washington law extending collective bargaining rights to legislative employees that provides "the employer shall not bargain over management rights" including but not limited to "[t]he hours of work during legislative session and the cutoff calendar for a legislative session …."[29] The California law appears to contain a similar provision in

[29] The "Management Rights" article in the two Washington/LPA contracts provides that the Legislative Assembly's management rights include:

that it prohibits bargaining over "any matter relating to legislative calendars, schedules, and deadlines of the Legislature."[30]

e. Staffing (Total Employees, Employees Assigned to a Job Classification, Project or Function)

The number of total employees and employees assigned to any job of job classification should be a matter of inherent managerial authority. The Management Rights' clause in the state act touches on this issue when it retains the right to determine the organizational structure to the employer. However, out of an abundance of caution, we are recommending excluding staffing on a broader basis.

f. Matters Covered by Other State and Federal Laws

The current Minnesota state bargaining law states: "This is a recognition that any labor act must work in conjunction with and not separate from other laws." For example, the federal ADA and other applicable federal laws may not be changed through negotiations. Similarly, the state FLSA, unemployment act, workers compensation law, etc., would continue to apply, and may not be deviated from.

g. Policies on Code of Conduct (e.g., Ethics, Conflicts of Interest, Public Service, Political Campaigns and the Like)

It is important to note that the work of the Legislature is different from that of other public employees. For partisan employees, support of the party and an identified candidate is important. Nonpartisan employees, on the other hand, must remain neutral and abstain from supporting candidates, parties, positions. A union, on the other hand, may expect the employees it represents to engage in activities that are in conflict or otherwise inconsistent with these rules, including taking positions on public policy issues that conflict with their roles as legislative employees. In order to do the people's work, and to avoid the appearance of any impropriety, these rules should remain in place. This carve-out is similar to carve-outs in the new California and Washington laws.

h. Post Mediation Impasses

The current Minnesota Act that applies to public sector employees provides for either the right to strike or interest arbitration post mediation. However, because of the unique nature of the Legislature's work and the fact that in order to fulfill its constitutional mission, the work must be done within a truncated period of time, we

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> 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; …

Washington/LPA, Article 7.E.

[30] The Washington Act provides "that neither party may be compelled to negotiate during a legislative session or on committee assembly days." We have included this provision in the draft collective bargaining act.

recommend that the Minnesota Legislature follow the guidance of the Washington and California lawmakers and make mediation the final step in the impasse resolution process.

D. Issue 3 Who Would Negotiate

Under the foregoing scenarios, and regardless of whether representation is extended to only partisan employees or whether it is also extended to nonpartisan employees, the House, Senate, and Legislative Coordinating Commission would be considered joint employers, and each would be represented by representatives from each appointing authority chosen by them individually.[31] As joint employers, these three employers would jointly choose the Legislature's chief negotiator, who could be an outside negotiator mutually agreed upon. Negotiations would cover all partisan employees in one bargaining unit and, assuming the Legislature extended rights to nonpartisan employees, all nonpartisan employees in another unit. This would not preclude the parties from addressing issues unique to a particular employer (e.g., House-only or Senate-only) in the master collective bargaining agreement or in a supplemental agreement.

An alternative, should the Legislature not wish to establish unit(s) crossing historic employer lines, they could establish separate units of partisan and nonpartisan employees for each of the House and Senate, and one unit of nonpartisan employees for the Legislative Coordinating Commission, for a total of five bargaining units. Although this is an alternative, it is not something we recommend for the numerous reasons addressed above. Under this scenario, the House, Senate and Legislative Coordinating Commission would be separate employers and engage in their own negotiations with teams they would select, including the possible engagement of an outside negotiator selected by the Employer. With that said, the Legislative Coordinating Commission should still be considered a joint employer and would participate in bargaining for any House or Senate units. As such, the LCC should also participate in the decision-making around the possible engagement of an outside negotiator, if any.

Of course, coalition bargaining could be considered but it should not be required. While coalition bargaining can be successful, effective and efficient, if the various parties wish to work together, the key is that the parties (this includes those on the employer-side as well as the exclusive bargaining representative(s) and the employees) must all want to work together. As such, mandating coalition bargaining is not recommended.

E. Issue 4 Labor Relations Definitions of Terms

Below is the traditional definition of terms used in labor-employee relations followed by a more specific definition of terms used in conjunction with the

[31] Generally, the team for each appointing authority should include a person familiar with the operations of the employer, a person familiar with the policies of the employer, and one who can make a tentative decision on behalf of the employer.

recommendations herein. More specific references/definitions are used in the recommendations as well as the proposed Legislative Labor Act.

1. **Traditional Terms**

   a. **Appropriate Unit or Unit -** A unit of employees that share a community of interest and are determined to be appropriately included in a single unit.

   b. **Board/Commission -** A Public Employment Relations Board or Commission that is responsible for overseeing employer-employee relations in a state and process petitions, ULPs and mediation.

   c. **Coalition Bargaining -** Process whereby one or more unions and/or bargaining units negotiate together with their employer or employers. It is sometimes mandatory and other times optional. Often, there is a master agreement that includes the majority of terms and then supplemental agreements that cover unit or employer specific issues.

   d. **Confidential Employee** - An employee who as part of the employee's job duties (a) accesses and/or uses labor relations information; (b) actively participates in the meetings and negotiating on behalf of the legislative employee; or (c) regularly assists and acts in a confidential capacity to individuals who formulate, determine, and execute management policies related to labor and/or employee relations. Such work includes but is not limited to human resources, bargaining, grievances, investigations and policy making related to employment issues,

   e. **Decertification Provisions -** The process by which an employee or group of employees files a petition seeking to remove the existing exclusive representative. This may be because they no longer wish to be represented at all or they wish to be represented by another union or employee organization.

   f. **Employee -** As used in labor acts, it is an employee that is entitled to be represented and covered by a collective bargaining agreement. Not all individuals employed by an employer are considered employees for labor purposes as some employees are excluded because of their job responsibilities.

   g. **Employee Organization -** Any union or organization of legislative employees whose purpose is, in whole or in part, to deal with legislative employers concerning grievances and terms and conditions of employment.

h. **Employer -** Generally, the appointing authority and individual/entity that has the ability to make decisions around the employment and compensation package of an employee. However, joint employers often exist for collective bargaining purposes.

i. **Exclusive Representative -** An employee organization which has been certified to meet and negotiate with the employer on behalf of all legislative employees in the appropriate unit.

j. **Grievance Arbitration -** When a contract dispute arises, under some contracts the question of whether the employer has violated the contract is submitted to a neutral selected by the parties.

k. **Impact Bargaining (as opposed to Decisional Bargaining) –** Impact bargaining may sometimes be required even when the underlying decision was management's right to make. For example, a decision to reduce a number of employees employed is management's prerogative but the impact on the employees who are going to be laid off could be subject to impact bargaining.

l. **Interest Arbitration -** In some states and for certain essential employee groups in the state of Minnesota, when the Employer and Union are unable to reach an agreement, the case may be referred to an interest arbitrator to decide the impasse issues in dispute.

m. **Just Cause -** A disciplinary standard that defines whether an employer's decision to discipline or discharge an employee is fair, consistent with rules and how it has treated other employees as well as whether it has afforded the employee sufficient due process.

n. **Management Rights -** Rights that are retained to the employer over which the employer has no obligation to or may not bargain. These may include either prohibited or permissive subjects of bargaining.

o. **Managerial Employee** - An individual who is engaged predominately in executive and management functions or who is charged with the responsibility of directing the effectuation of management policies and practices or who represents management interests by taking or recommending discretionary actions related thereto.

p. **Mandatory Subjects of Bargaining -** Those topics over which an employer and union have an obligation to bargain. Traditional mandatory subjects include wages, hours and terms and conditions of employment. Many states have "carve-outs" from these traditional topics.

q. **Meet and Negotiate or Collective Bargaining -** The performance of the mutual obligations of public employers and the exclusive representatives of public employees to meet at reasonable times, including where possible meeting in advance of the budget making process, with the good faith intent of entering into an agreement on terms and conditions of employment. This obligation does not compel either party to agree to a proposal or to make a concession. Often there are carve-outs for public employers from bargaining on certain topics.

r. **Partisan/Nonpartisan -** Legislative employees may hold either partisan or nonpartisan positions. Partisan employees are required to support a legislative caucus or elected official's agenda. Nonpartisan employees are required to be unbiased relative to their work.

s. **Permissive Subjects of Bargaining -** Those topics over which neither party has an obligation to bargain but over which they may choose to do so. While these topics don't require bargaining, the impact of these decisions sometimes do.

t. **Prohibited Subjects of Bargaining -** Those items over which the parties are not allowed to bargain.

u. **Representation Petition -** A process whereby an employee organization petitions to seek to represent a group of employees. The petitioned for unit is not always the appropriate unit and disputes are generally resolved by a labor board.

v. **Strike -** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

w. **Sunshine Bargaining –** Bargaining in the public meaning that the public, media, and other employees could attend. As distinguished with bargaining being confidential until an agreement is reached or some point in time mutually agreed upon by the parties.

x. **Supervisory employee -** A person who has the authority to undertake a majority of the following supervisory functions in the interests of the employer: hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other employees, direction of the work of other employees, or adjustment of other

employees' grievances on behalf of the employer. To be included as a supervisory function which the person has authority to undertake, the exercise of authority by the person may not be merely routine or clerical in nature but must require the use of independent judgment. An employee who has the authority to effectively recommend a supervisory function, is deemed to have the authority to undertake that supervisory function for the purposes of this subdivision.

y. **Tentative Agreement (also known as TA) -** Agreements reached between bargaining teams of both the Union and Employer that are contingent upon reaching agreements on an overall agreement. Tentative agreement for the contract as a whole must be ratified by both the Employers' and the Unions' respective decision-making bodies to become final and effective.

z. **Unfair Labor Practice -** A violation of the law governing employer/employee relations generally set forth in a labor act for a specific state. The Public Labor Act for other Minnesota state employees defines in detail unfair labor practices.

aa. **Unit Clarification Petition -** A labor organization or an employer often has the right to file a unit clarification petition seeking to clarify an existing bargaining unit. Different states identify different reasons for clarifying a unit. Unit clarification petitions generally may be filed when one of more of the following occurs : (1) substantial changes occur in the duties and functions of an existing job title, raising an issue as to the title's unit placement; (2) an existing job title that is logically encompassed within the existing unit was inadvertently excluded by the parties at the time the unit was established; (3) a newly created job title is logically encompassed within an existing unit; (4) a significant change takes place in statutory or case law that affects the bargaining rights of employees; (5) a determination needs to be made as to the unit placement of positions in dispute following a majority interest certification of representative issued under subsection (a-5); (6) a determination needs to be made as to the unit placement of positions in dispute following a certification of representative issued following a direction of election under subsection (d); (7) the parties have agreed to eliminate a position or title because the employer no longer uses it; (8) the parties have agreed to exclude some of the positions in a title or classification from a bargaining unit and include others; or (9) as prescribed by applicable law and/or regulations.

2. Specific Terms to Proposed Minnesota Legislative Labor Act

a. Appointing Authority – Means the House Rules and Administration Committee (House Committee) for the House of Representatives; the Senate Rules and Administration Committee (Senate Committee) for employees of the Senate; and the Legislative Coordinating Commission (LCC) for employees of the joint commission and offices.

b. Appropriate Unit or Unit - A single unit of partisan employees employed by the House and Senate or, if collective bargaining is extended to other legislative employees, one additional unit of nonpartisan employees employed by the House, Senate, and Legislative Coordinating Commission. Partisan and nonpartisan employees shall not be in the same unit.

c. Board - The Public Employment Relations Board of Minnesota

d. Bureau - The Minnesota Bureau of Mediation Services.

e. Commissioner – The Commissioner of the Bureau of Mediation Services who is authorized to determine appropriate units, conduct elections, and provide mediation services, among other duties.

f. Legislative Employee - Any regular full-time or regular part-time person appointed or employed in a partisan position by a legislative employer and excluding:

(1) staff in elected or appointed positions;

(2) employees whose positions are temporary or seasonal in character, for example, pages, interns and employees who work only during the legislative session;

(3) managerial employees;

(4) confidential employees;

(5) supervisory employees;

(6) all other employees of the House, Senate, or Legislative Coordinating Commission. (For a nonpartisan unit, employees of the Legislative Auditor would also be excluded).

g. Legislative Employer or Employer - The Minnesota Senate, Minnesota House of Representatives and Legislative Coordinating Commission jointly.

h. Inherent Managerial Policy - An employer of legislative employees is not required to meet and negotiate on matters of inherent managerial policy or on the impact of same. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction of personnel. In addition to the foregoing, the employer may not bargain over retirement contributions / benefits (including severance pay), health insurance for employees and retirees, hours of work during and for the two weeks before and after any legislative session, at-will employment, staffing (including the number of employees overall, per classification, per project or the like) and employer's personnel policies on code of conduct (e.g. ethics, campaign issues, public service, and conflicts of interest), matters covered by other laws; as well as the impact of same on the employees.

i. Meet and Negotiate - Legislative employees, through their exclusive representative, have the right and obligation to meet and negotiate in good faith with their employer regarding a grievance procedure and the terms and conditions of employment, but this obligation does not compel the public employer or the exclusive representative to agree to a proposal or require the making of a concession.

F. Issue 5 Common Public Employee Collective Bargaining Agreement Frameworks Related To Grievance Procedures And Processes For Disciplinary Actions

A standard provision in virtually all collective bargaining agreements, both public and private sector, is a grievance procedure to deal with disputes that arise over the interpretation and application of the terms of the parties' collective bargaining agreement. Such provisions typically provide for arbitration by a third party arbitrator jointly selected by the parties to the collective bargaining agreement. It would be our recommendation that any collective bargaining agreement negotiated for legislative staffers contain a grievance procedure that permits an employee or the union to file a grievance alleging that the employer has allegedly violated one or more provisions of the parties' CBA. However, rather than dictating the provisions of the grievance procedure, including whether the terminal step is an internal committee or binding arbitration, it is our recommendation that the parties have leeway to negotiate the applicable provisions of the grievance procedure that best fits their respective needs. Among the topics that could negotiated include, among many others, the following:

- The time limits for filing and processing grievances

- Whether any topics or subjects are excluded and cannot be appealed through the contractual grievance procedure
- The number of steps in the grievance procedure
- What information must be provided in a grievance
- The steps of the grievance procedure, including mediation prior to any final step
- Who may attend grievance meetings
- The terminal step of the grievance procedure
- If the parties agree to binding arbitration as the terminal step, the process to select the arbitrator
- Provisions governing the conduct of the terminal hearing
- Provisions governing the authority of the arbitrator or committee
- If there is a transcript, who pays for the cost
- Provisions governing the payment of the arbitrator's fees and expenses, e.g., split equally or loser pays

While binding arbitration is the terminal step in a substantial majority of public sector collective bargaining agreements, those agreements do not cover legislative employees. To date, collective bargaining agreements in only three states cover legislative employees, i.e., Maine. Oregon, and Washington. Of those three, only the Maine contract provides for binding arbitration of disputes over the interpretation and application of the parties' collective bargaining.

Instead, in Oregon, the IBEW Local 89/Legislative Assembly contract provides that the terminal step is a hearing before the "Employer's Grievance Committee," which is composed of "an equal number of appointees from the Senate and House majority and minority leaders, with each leader appointing one member of their caucus to serve on the committee." The contract provides that "[t]he decision of the Grievance Committee shall be final and binding on both parties."

In Washington, the two Washington CBAs covering partisan Republican staffers in both chambers provide that the terminal step of the grievance procedure is a hearing before a designated committee of the House or Senate and that the House or Senate committee's decision "shall be final and binding on both parties." Washington Senate/LPA CBA, Article 9, Step 4; Washington House/LPA CBA, Article X, at Step 5. Although no overall CBAs have been agreed to covering the two Washington Democratic staffer bargaining units, the parties to those negotiations have reached tentative agreements (TAs) on the terminal step of the grievance procedure, i.e.,

language that tracks verbatim the language in the CBAs covering Washington's partisan Republican staffers.

That the two most recent contracts covering legislative employees do not provide for binding arbitration by the outside arbitrator fortifies our recommendation to not statutorily require binding arbitration of grievances but to rather let this issue be resolved at the bargaining table.[32] Parenthetically, the Oregon and Washington contracts appear to reflect a strong aversion to having someone from outside the Legislature, i.e., an arbitrator, being given authority to make a decision that would be final and binding on the Legislature.

Related to the foregoing is the issue of whether any CBA covering legislative staffers should include provisions governing discipline and therefore whether disciplinary actions are subject to the contractual grievance procedure. The vast majority of public and private sector CBAs have provisions covering discipline and provide that disciplinary actions may be grieved and appealed to arbitration if not resolved at an earlier step of the grievance procedure. The Maine/MSEA contract has contractual provisions covering discipline which permit disciplinary actions to be appealed through the grievance procedure with the terminal step being binding arbitration. At this juncture in the nascent development of collective bargaining by legislative employees, Maine's approach to discipline is the outlier.

The Oregon IBEW Local 89/Legislative Assembly contract has a "Corrective Action and Discharge" article (Article 16), which contains the following provision:

> Each Appointing Authority may discharge an employee at the discretion of the Appointing Authority. A dismissal letter will be provided at the time of termination. An employee may submit a written response to the Appointing Authority for reconsideration of the decision. The Union may assist the employee with preparing the employee's written response. After review of any such written response, the Appointing Authority shall notify the employee of their final decision with respect to discharge.

As noted above, the terminal step of the Oregon contract is a hearing before the "Employer's Grievance Committee."

The Washington contracts covering legislative staffers do not have any provisions governing discipline. We have been advised, as a result, that discipline will continue to be governed by existing policies and procedures.

[32] If final and binding arbitration is agreed to by the parties, we recommend that an arbitrator be prohibited from reinstating an at-will employee. This is consistent with our recommendation that the at-will status of legislative staffers be specifically excluded from the scope of bargaining. See Issue 2 of this Report and Recommendations.

G. Issue 6 Procedures for Determining Bargaining Units (and exclusions therefrom), Certifying Bargaining Units, Adjudicating Unfair Labor Practices and Coalition Bargaining

Generally, representation and unit issues arise when a Union seeks to represent a group of employees initially (a representation petition) for collective bargaining and other representational purposes, a group of bargaining unit employees later decide they no longer wish to be represented by a particular union either because they do not want Union representation at all (decertification petition) or because another Union wants to be the representative of the unit of employees. Petitions are also filed, on occasion, when either the Employer or Union decide employees should either be added to or severed from the unit (a unit clarification petition).

Under most state labor statutes, a labor board agent is charged with determining appropriate bargaining units and exclusions from it, if the Employer and Union do not agree. Units are sometimes later clarified to include certain positions that are newly created or have changed.

Adjudication of unfair labor practice charges is a process whereby a board agent determines whether a union or employer has violated the law as it relates to employer/employee relations based upon defined statutory criteria.

Coalition bargaining is not a topic that normally falls under the jurisdiction of a labor board or commission. However, if mediation is necessary, the Bureau of Mediation Services would become involved.

1. Certification of Exclusive Bargaining Representatives and Related Representation Questions

For executive branch employees, the Bureau of Mediation Services (BMS) has established procedures for determining and certifying exclusive bargaining representatives. The Union starts the process for certification as an exclusive bargaining unit by filing a petition supported by a 30% showing of interest in the unit the Union is seeking to represent. The Commissioner confirms sufficient support and if present, and there are no issues about the appropriateness of the proposed unit, moves to a secret ballot election to decide whether a majority of employees (50% plus 1) in the petitioned for unit, wish to be represented. [33] If, absent objections to the election, the Union is certified as the exclusive representative, it can request collective bargaining.

If there is a dispute over whether certain positions or persons are appropriately included in a petitioned-for unit, the initial decision would be made by the Commission, whose decision could be appealed to PERB.

[33] For executive branch employees who have had collective bargaining rights for many years, there is an alternative majority verification process whereby a union can be certified by merely producing cards from more than 50% of the employees in the petitioned for unit).

A decertification petition is a process similar to representation petitions initiated by a bargaining unit employee or employees challenging whether the existing exclusive representative (union) should continue to represent the unit of employees. Again, a petition must be filed and supported by a 30% showing of interest from the existing bargaining unit employees. It may only be filed during a certain window period of the contract. If sufficient proof is present, a secret ballot election is held to determine whether employees still want union representation. At other times, a different Union may file a representation petition during this same window period seeking to represent the group of employees. To promote labor stability, there are timeframes in place for decertification and "raid" petitions[34] called "bars" that preclude elections from being held within a certain timeframe from when the last election occurred, or during a specified the term of an existing contract.

This is an area where there is no need to re-create the wheel, absent good reason. Along those lines, we recommend that the Legislature adopt the BMS processes for representation and decertification petitions, including the secret ballot election and the timeline of one year for election bars. However, because of the newness of collective bargaining to legislative employees, questions about the legitimacy of the cards that arise around the "majority verification" process and the likely changing nature of the petitioned-for units due to changes flowing from elections, to enhance the transparency and integrity of the selection of an exclusive bargaining representative, we recommend a secret ballot election be the sole process for determining majority status. As a result, we recommend that the Commissioner be authorized to conduct a secret ballot election to determine whether or not the eligible employees in an appropriate bargaining wish to be represented by a union for the purposes of collective bargaining. This recommendation is in line with the exclusive use of secret ballot elections in both California and Washington. For example, the Washington law provides that "no employee organization shall be recognized or certified as the exclusive bargaining representative of a bargaining unit of employees of the legislative branch unless it receives the votes of a majority of employees in the petitioned for bargaining unit voting in a secret election administered by the commission." RCW 44.90.050(2).

We also propose to modify the timeframe for decertification and "raid" petitions (where the employees or another union seeks to displace the current union) to accommodate a timeframe when the majority of employees are present and know for whom they will be working (a timeframe that includes time after any election). Currently the Minnesota Public Act allows for a petition to be filed during a period of not more than 270 and not less than 210 days before the expiration of a collective bargaining agreement. We propose that the timeline be modified to between 181 to 273 days prior to expiration of the collective bargaining agreement, for the reasons outlined above.

We also recommend that the Legislature adopt a process for unit clarification petitions that would allow an employer or union to seek to clarify a unit to include or

[34] A "raid" petition references a situation where a union seeks to represent a unit currently represented by another union.

exclude a new or existing classification based on changed circumstances, allowing the petition to be filed at any time. This would allow for flexibility to the extent that statuses change as a result of changes in job duties as a result of elections or otherwise. More specifically, a unit clarification petitions may be filed if: (1) substantial changes occur in the duties and functions of an existing job title, raising an issue as to the title's unit placement; (2) an existing job title that is logically encompassed within the existing unit was inadvertently excluded by the parties at the time the unit was established; (3) a newly created job title is logically encompassed within an existing unit; (4) a significant change takes place in statutory or case law that affects the bargaining rights of employees; (5) a determination needs to be made as to the unit placement of positions in dispute following a majority interest certification of representative issued under subsection (a-5); (6) a determination needs to be made as to the unit placement of positions in dispute following a certification of representative issued following a direction of election under subsection (d); (7) the parties have agreed to eliminate a position or title because the employer no longer uses it; (8) the parties have agreed to exclude some of the positions in a title or classification from a bargaining unit and include others; or (9) as prescribed in rules that may be set by the Board with the approval of the Legislature. The Commissioner would then determine whether changed circumstances exist to add to or subtract classifications or employees from or into an existing unit. The Board would also need to adopt rules for the filing and processing of petitions. Unit clarification petitions do not require a vote of the affected employee(s), just a determination that the employees should be included in or excluded from an appropriate unit.

2. Determining Inclusion and Exclusions from Units

Because we have recommended that any unit(s) be pre-established, the decision-making around units is much simpler that in a situation where the Commissioner must determine whether the employes in the unit share a “community of interest. In essence, adopting our recommendation would pre-decide that all partisan employees working for the Legislature share a community of interest and should be extended collective bargaining rights and be included in the same unit (except those that are statutorily excluded). Although we do not recommend that collective bargaining rights be extended to nonpartisan employees, if the Legislature decides otherwise, we similarly recommend that all nonpartisan employees be included in one bargaining unit.

As such, the only determination on the part of the Commissioner is whether an employee is a partisan or nonpartisan employee and whether one of the statutory exclusions outlined above apply. Although the recommended statutory exclusions differ somewhat from the current ones under the Minnesota Public Act, the current exclusions differ already, depending on sector. Regardless of the deviations, the Commissioner should still have the knowledge and expertise to evaluate whether an employee is a partisan employee(or nonpartisan employee or not and the appropriateness of one or more of the statutory exclusions.

3. Adjudication of Unfair Labor Practices

Public sector labor laws have fairly consistent definitions of what conduct on the part of a union, employee or employer constitutes an unfair labor practice. The existing Board governing public employees has a long track record of addressing unfair labor practice charges. We are proposing that generally the same definition and processes apply as apply to all other public employees of the state. The provisions of Minnesota's PELRA that we propose to continue define unfair labor practices as:

> **Employers.** Legislative employers, their agents and representatives are prohibited from:
>
> (1) interfering, restraining, or coercing employees in the exercise of the rights guaranteed in sections 179A.01 to 179A.25;
>
> (2) dominating or interfering with the formation, existence, or administration of any employee organization or contributing other support to it;
>
> (3) discriminating in regard to hire or tenure to encourage or discourage membership in an employee organization;
>
> (4) discharging or otherwise discriminating against an employee because the employee has signed or filed an affidavit, petition, or complaint or given information or testimony under sections 179A.01 to 179A.25;
>
> (5) refusing to meet and negotiate in good faith with the exclusive representative of its employees in an appropriate unit;
>
> (6) refusing to comply with grievance procedures contained in an agreement;
>
> (7) distributing or circulating a blacklist of individuals exercising a legal right or of members of a labor organization for the purpose of preventing blacklisted individuals from obtaining or retaining employment;
>
> (8) violating rules established by the commissioner regulating the conduct of representation elections;
>
> (9) refusing to comply with a valid decision of a binding arbitration panel or arbitrator;
>
> (10) violating or refusing to comply with any lawful order or decision issued by the commissioner or the board;

(11) refusing to provide, upon the request of the exclusive representative, all information pertaining to the legislative employer's budget both present and proposed, revenues, and other financing information provided that in the Legislature this clause may not be considered contrary to the budgetary requirements of sections 16A.10 and 16A.11; or

Employees. Employee organizations, their agents or representatives, and legislative employees are prohibited from:

(1) restraining or coercing employees in the exercise of rights provided in sections 179A.01 to 179A.25;

(2) restraining or coercing a public employer in the election of representatives to be employed to meet and negotiate or to adjust grievances;

(3) refusing to meet and negotiate in good faith with a public employer, if the employee organization is the exclusive representative of employees in an appropriate unit;

(4) violating rules established by the commissioner regulating the conduct of representation elections;

(5) refusing to comply with a valid decision of an arbitration panel or arbitrator;

(6) calling, instituting, maintaining, or conducting a strike or boycott against any public employer on account of any jurisdictional controversy;

(7) coercing or restraining any person with the effect to:

(a) force or require any public employer to cease dealing or doing business with any other person;

(b) force or require a public employer to recognize for representation purposes an employee organization not certified by the commissioner;

(c) refuse to handle goods or perform services; or

(d) prevent an employee from providing services to the employer;

(8) committing any act designed to damage or actually damaging physical property or endangering the safety of persons while engaging in a strike;

(9) forcing or requiring any employer to assign particular work to employees in a particular employee organization or in a particular trade, craft, or class rather than to employees in another employee organization or in another trade, craft, or class;

(10) causing or attempting to cause a public employer to pay or deliver or agree to pay or deliver any money or other thing of value, in the nature of an exaction, for services which are not performed or not to be performed;

(11) engaging in an unlawful strike;

(12) picketing which has an unlawful purpose such as secondary boycott;

(13) picketing which unreasonably interferes with the ingress and egress to facilities of the public employer;

(14) seizing or occupying or destroying property of the employer;

(15) violating or refusing to comply with any lawful order or decision issued by the commissioner or the board.

The process generally works as follows:

An employer or labor organization files a complaint with the Board alleges that the other engaged in conduct in violation of one or more prohibited actions outlined in the Act. An agent of the PERB conducts an investigation and determines whether there is sufficient evidence that a violation occurred to pursue it further. If so, it is set for hearing. Ultimately the Hearing officer makes a recommendation about whether a violation occurred and if so, the appropriate remedy. Decisions can be appealed to the PERB and the courts.

4. Mediation

The Bureau of Mediation Services currently has the authority to provide mediation where the parties request it or where it believes mediation would be helpful. The retirees spoke highly of the reputation of the Bureau of Mediation Service. Because of this reputation, we recommend that the Legislature not start from scratch but instead adopt the current process for mediation outlined in the current Act and give BMS authority to act consistently therewith. As an alternative, any request for mediation could be submitted to the Federal Mediation and Conciliation Services (FMCS); a federal entity that provides mediation services at no cost to the parties.

5. Other Impasse Procedures

We recommend that the remainder of the impasse resolution procedures available under the current Act would not be applicable to the legislative branch and that

legislative employees would be prohibited from striking. Although most public sector employees have the right to strike or have access to interest arbitration, neither the Washington law nor the California Act grant legislative employees the right to strike or access to interest arbitration. Because of the unique nature of the operations of the Legislature, we recommend mediation as the sole impasse resolution process.

6. Jurisdiction

Because the Board and BMS have existing procedures for handling representation and decertification petitions, as well as unfair labor practices, mediation, and rule-making, there is no need to re-create the wheel. We recommend that the Legislature take advantage of the benefits of the existing system and place such matters under the authority of BMS and PERB except as modified herein. We note that the issue of separation of powers has been raised as an issue in other states grappling with the decision of extending collective bargaining to legislative employees. If that is a concern here, another approach could be to establish a person or persons to work under the existing BMS and PERB structure either permanently or temporarily who would follow their process (as modified herein) and be assigned to process legislative representation petitions and ULPs. Washington took this approach but has not yet implemented it. Additionally, the Legislature could establish its own Board (or panel) to hear appeals, again following the criteria and process outlined above. The Illinois proposed legislation does just that. Alternatively, the separation of powers concern could be minimized by adopting an approach similar to Washington's and California's - a statutory limitation on the power of the Commissioner, Board and courts. As such, if representation petitions, unit determinations, ULPs, and mediation are placed under the authority of the PERB and Bureau of Mediation Services, we also recommend that similar constraints be adopted which precludes the Commissioner, Boards and courts from taking any action that intrudes upon or interferes with the Legislative core function of efficient and effective law-making or essential operations.

7. Miscellaneous

We are for the most part recommending adoption of the majority of the provisions of the current Act. The following is a summary of the differences between the proposed Legislative Labor Act and the existing Minnesota Public Act that the PERB and Bureau of Mediation Services would need to take into consideration in its decision-making and possibly adopt new rules around. The rationale for the majority of these proposed changes has been outlined throughout.

- Define legislative employers jointly;
- Allow for a single unit of partisan employees;
- Modify and broaden confidential definition;
- Disallow supervisory bargaining units;
- Adopt Mediation as the sole impasse resolution;

- Incorporate option to use Federal Mediation and Conciliation Service for mediation;
- Make grievance procedure steps negotiable;
- Eliminate defined professional or essential employee;
- Eliminate majority verification petitions and process;
- Specify two-year contract with bargaining for first contract to begin on July 1 of even numbered year after demand;
- Modify contract bar period for decertification;
- Add unit clarification procedure;
- Modify definition of terms and conditions of employment to include additional prohibited subjects of bargaining;
- Add language that "Neither the Board or courts may take any action that intrudes upon or interferes with the Legislature's core function of efficient and effective law-making or the essential operations of the Legislature;
- Make July 1, 2026, the effective date of any new Act;
- Prohibit political action fund deductions for legislative employees.[35]

8. Additional Issues for Consideration

Should the Legislature eliminate the requirement for sunshine bargaining?[36]

- PELRA currently provides that "[A]ll negotiations, mediation sessions, and hearings between public employers and public employees or their respective representatives are public meetings except when otherwise provided by the commissioner." The issue presented is whether sunshine bargaining would work in the context of the Minnesota Legislature.
- Should the Legislature add an employer free speech provision to ensure that legislators are allowed to continue to speak their minds in public on

[35]A requirement for employees to contribute to a political fund controlled by the union to support legislation, candidates and positions is seemingly in direct contradiction to the rules of conduct applicable to both partisan and nonpartisan employees. The Washington Act provides that the parties "may not enter into a collective bargaining agreement that requires the employer to deduct, from the salary or wages of an employee, contributions or payments for political action committees sponsored by employee organizations with legislative employees as members."

[36] This provision is retained in the draft legislation, but the Legislature may wish to consider whether it is appropriate in the context of legislative bargaining, especially in negotiations for a first contract.

behalf of their constituents? If so, we would recommend the following provision of the new California law adopted in Minnesota:

> Notwithstanding any other law, the expression of any views, arguments, or opinions, or the dissemination thereof in any form, by a Member of the Legislature or an employee, including any … [managerial, supervisory and confidential employees], related to this … [Act] or to matters within the scope of representation, shall not constitute, or be evidence of, an unfair labor practice, unless the employer authorized the individual to express that view, argument, or opinion on behalf of, or authorized the individual to represent, the employer as an employer.

H. Issue 7 The Efficiency and Feasibility of Coalition Bargaining

With our recommendation, there would only be one unit of partisan employees so there would be no need to consider coalition bargaining at this juncture. However, if separate units of partisan employees or a unit or units of nonpartisan employees are created, coalition bargaining could be considered. However, it should not be mandated. Instructively, the current Minnesota law allows but does not mandate "joint" negotiations. Other legislatures have, in some cases, mandated coalition bargaining. Others have made it voluntary. However, coalition bargaining (or not) does not guarantee results or efficiency. Take Washington, for example, where the parties evolved into coalition bargaining and actually reached tentative agreements. However, the Democratic partisan employees have refused to ratify the agreement reached. Although coalition bargaining (like bargaining with joint employers as we have suggested) can be effective and efficient (fewer negotiations, fewer number of meetings, less hours, perhaps same or similar terms and conditions for all groups creating efficiency with administration of it), if there are multiple partisan and/or nonpartisan employee groups, the separate employers and potentially different exclusive bargaining representatives must be able to work together to identify common solutions to the issue presented. If they cannot do so, coalition bargaining may actually be less efficient, effective and successful under those circumstances.

I. Issues 8 and 9 Procedures for Negotiating and Approving Negotiated Collective Bargaining Agreements

1. Term of Agreement

We recommend that the term of any labor agreement would be for two years coterminous with the omnibus biennial budget for the period July 1 in the odd-numbered year to June 30 in the following odd-numbered year. This would be in conformity with the longstanding practice in Minnesota that CBAs covering executive branch employees are for a two-year term coinciding with Minnesota's biennial budget cycle, starting on July 1 of an odd-numbered year and ending on June 30 of the next odd-numbered year.

This allows negotiations and funding decisions to be coordinated with the state's budget cycle.

In order to allow sufficient time to prepare for bargaining, we recommend that with any first agreement, bargaining not begin until the July 1 of the even numbered year after a demand to bargain is made. This would give the Employers time to prepare for bargaining. It would also allow any contract to be bargained during the interim, between sessions, allowing more time to focus on bargaining.

2. Approval

On the issue of approval, we recommend the following process:

- First, the tentative agreement must be submitted to the members of the bargaining unit for ratification.

- Second, assuming ratification, the tentative agreement would be submitted first to the Senate and House Rules Committees, a process similar to that used for approval of benefits and salaries for legislative employees of the House and Senate, and then to the Legislative Coordinating Commission, which would be responsible for final review and approval of the agreement. Alternatively, the Legislature may want a more formal process, like that set forth in the recently enacted California law:

  > If an agreement is reached between the Legislature and the recognized employee organization, the parties shall jointly prepare a written memorandum of understanding reflecting the terms of the agreement, which shall be presented, when appropriate, to the Legislature for adoption as a resolution.

  The agreement would then still be reviewed and approved by the Legislative Coordinating Commission thereafter.

Even if the Legislature determines that it wants to avoid units crossing employer lines and retain the separate Employer status of the House, the Senate, and the Legislative Coordinating Commission, approval of tentative agreements for LCC employees would be approved by the LCC; for the House employees, first by the House Rules Committee and then by the LCC; and for the Senate employees, first by the Senate Rules Committee and then by the LCC. Funding would still be as outlined immediately below.

3. Funding

Funding for any negotiated contract covering legislative employees would be included in the omnibus biennial budget assuming tentative agreements are timely reached, ratified by the Union membership, and approved as outlined above in a timeframe that allows for same. If an agreement is not reached in a timely fashion to be included in the omnibus budget, the amount reasonably needed to fund a collective bargaining agreement, as determined by the LCC, should be included in the omnibus

budget request. This process is similar to those used in other states. For example, in Maine, i.e., "Cost items must be submitted for inclusion in the Governor's next operating budget within 10 days after the date on which the agreement is ratified by the parties." Similarly, in Washington, the Director of the OSLLR is required to:

> … submit ratified collective bargaining agreements, with cost estimates, to the employer [i.e., the Washington Legislature] by October 1st before the legislative session at which the request for funds is to be considered. The transmission by the Legislature to the governor … must include a request for funds necessary to implement the provisions of all collective bargaining agreements covering legislative employees.

J. Issue 10 Proposed Legislation

Our recommendations have been incorporated into a draft model bill for the Legislature's consideration. See the attached proposed legislation, which is attached as Appendix C.

V. CLOSING

Thank you for this opportunity to prepare a report with options for consideration as the Legislature grapples with the often complex and ever challenging issue of collective bargaining for legislative employees.

Legislative Staff Unionization and Collective Bargaining

A Report for the Minnesota Legislature

Final Report
September 2024

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Executive Summary

In 2024, the Minnesota Legislature contracted with the National Conference of State Legislatures (NCSL) to provide background information, research and analysis on legislative staff unions and collective bargaining. The following report offers an overview of the history of public sector collective bargaining in the U.S., efforts within state legislatures to allow and implement legislative staff collective bargaining and key questions for legislatures to contemplate when considering or implementing collective bargaining. The information in this report was gathered through a review of state statutes, legislation, articles, rules, policies and collective bargaining agreements, and through interviews with legislative staff from select states.

In 1959, Wisconsin became the first state to permit public employees to collectively bargain. Throughout the 1960s and 1970s, states across the country began to allow public sector employees to unionize. Currently, at least 35 states allow public employees to collectively bargain, though the majority of these states exclude legislative employees from this right. Some states, including Connecticut, New Hampshire and Wisconsin once allowed legislative employees to collectively bargain, yet later passed legislation to exclude them.

In at least four states, **Maine, Michigan, Oregon and Washington,** collective bargaining for certain legislative staff is in place. In 1998, Maine enacted legislation specifically permitting collective bargaining for select, non-supervisory legislative branch employees. In Michigan, print shop staff who work within the nonpartisan Legislative Service Bureau (LSB) are unionized, an employment practice for at least twenty years. In 2021, Oregon enacted legislation to include the legislative branch in the state's collective bargaining law and the first staff collective bargaining agreement was ratified in March 2024. Washington changed state law in 2022 to permit legislative staff collective bargaining after a two-year study and planning period. In May 2024, staff were allowed to file petitions to unionize, followed by a six-month bargaining period. No agreement can take effect prior to July 1, 2025. Finally, some offices in the U.S. House of Representatives have organized, or petitioned to organize, after the House adopted a rule change in 2022.

California allowed legislative staff collective bargaining decades ago, but later changed state law to exclude legislative staff. In 2023, the Legislature enacted legislation repealing this exclusion. The law provides the Legislature a two-year planning period, with petitioning and bargaining permissible in 2026.

Colorado law specifically excludes legislative staff from the ability to unionize. However, the Political Workers Guild of Colorado (PWGC), an organization created to represent legislative aides, campaign workers and political organizers, has some majority party legislative aides as members. Legislative leadership has increased pay and benefits for legislative aides over the past few years, and the PWGC has supported these changes. **Wisconsin** phased out collective bargaining for the Legislative Audit Bureau (LAB) and the Legislative Reference Bureau (LRB) in 1981 and 1997, respectively. In other states, including **Delaware**, **Illinois**, **Massachusetts** and **New York**, staff have announced to the media or have requested legislative leadership support to unionize, but no legislation has been enacted.

This analysis provides a detailed description of the staffing model and status of collective bargaining in state legislatures in California, Colorado, Maine, Michigan, Oregon, Washington and Wisconsin, and in U.S. House of Representatives. This report concludes with a list of questions a legislature may wish to consider when contemplating staff collective bargaining.

Introduction

In 2024, the Minnesota Legislature requested background information, research and analysis from NCSL on the topic of legislative staff unions and collective bargaining.

This report provides data and information about the origins of public sector collective bargaining in the United States, efforts within state legislatures to allow legislative staff to unionize and collective bargain, and insight into legal issues, practical considerations and questions that have arisen from these state legislative efforts.

To conduct this research, NCSL reviewed state statutes, legislation, articles, rules, policies and collective bargaining agreements and spoke with staff in several legislatures: the California Legislature, the Colorado General Assembly, the Maine Legislature, the Oregon Legislature and the Washington Legislature.

The information contained in this report is for informational purposes and is not and should not be construed as legal advice on the matters contained herein or as a substitute for legal counsel.

History of Legislative Branch Unions and Collective Bargaining

Shown below is a timeline of efforts in the states around public sector collective bargaining generally and efforts to create unions in state legislatures and at the Congressional level.[1]

Public Sector Unions – Origins
1959 – Wisconsin becomes the first state to permit public employees to collectively bargain.

1962 – President Kennedy issues Executive Order 10988 granting federal employees the ability to unionize and collectively bargain, except on wages.

1969 – President Nixon signs Executive Order 11491, building on Executive Order 10988. This Order created a framework for labor-management relations in the federal government, specified unfair labor practices and authorized use of binding arbitration to settle disputes.

Early 1970s – Widespread state adoption of collective bargaining for public sector workers.

1976 – U.S. Supreme Court rules that Congress cannot extend the Fair Labor Standards Act to state employees.[2] The decision prevented the nationalization of state and local public employee unions by forbidding Congress from mandating states to allow public employee collective bargaining.

1978 – Congress passes the Civil Service Reform Act of 1978, codifying protections given to workers in Executive Orders 10988 and 11491. Agencies administering federal personnel under the Orders were reorganized, leading to the creation of the Office of Personnel Management and the Federal Labor Relations Authority. Congressional staff were excluded from collective bargaining.

1995 – Congress enacts the Congressional Accountability Act removing the Congressional staff exemption from collective bargaining. Neither chamber adopted specific rules or regulations for collective bargaining, however, and no staff collective bargaining occurred.

2010s – Wave of right-to-work legislative enactments, which prohibit private and public unions from making

[1]Source: Moreno, Paul. "The History of Public Sector Unionism." Hillsdale College. 2011.
[2]National League of Cities v. Usery, 426 U.S. 833 (1976)

membership and dues mandatory for employees. (8 states total)

2022 – In July, the U.S. House of Representatives adopts rules related to the 1995 Congressional Accountability Act permitting House staff to form unions and collectively bargain.

Legislative Staff Unions

The history of state legislative staff unions is complex. Legally recognized public sector unions largely emerged in the 1960s and 70s. Currently, at least 35 states allow public employees to collectively bargain in some way. Many of the states that granted collective bargaining rights to public employees excluded legislative branch employees, either with specific statutory exclusions or by excluding them from the list of covered public employees. Some examples include **Colorado, Connecticut, Florida, Hawaii, Illinois, Ohio, South Dakota, Vermont,** and **Wisconsin** (note this list is not exhaustive).

At least two states, **New Jersey** and **New York,** do not explicitly exclude legislative employees. In some states, legislative staff collective bargaining was permitted for a time, but state actions later repealed those policies. Examples include **California, Connecticut, New Hampshire,** and **Wisconsin**.

In 1968, California enacted its public sector collective bargaining law and included legislative staff. A decade later in 1978, the public sector collective bargaining law was amended to explicitly exclude the legislative branch. However, in 2023, the California Legislature enacted legislation to allow legislative staff unionization once again. The law provides the Legislature a two-year planning period, with petitioning and bargaining permissible in 2026.

Connecticut enacted its public sector collective bargaining law in 1975 and included legislative branch employees. In 1977, the General Assembly amended the law to exclude the legislative branch. In 1994, Connecticut's office of Legislative Research published a memo comparing legislative branch employee collective bargaining rights to that of New Hampshire, where a ruling at the time had granted legislative staff the right to collective bargain.

New Hampshire's labor relations board ruled in 1994 that the state's public sector collective bargaining law included bargaining rights for legislative staff. The statute was silent on the issue, so the board determined that without a specific exclusion of legislative staff, the law included them in the definition of public employee. The ruling was challenged in court and the state's supreme court reversed the labor board interpretation in 1996. The court ruled that given the original statute's language, which listed several bargaining units, if the General Court had intended to include legislative staff, they would have listed them as their own bargaining unit in the statute.

For a time, Wisconsin law defined certain nonpartisan legislative employees, including those working in the Legislative Audit Bureau (LAB) and the Legislative Research Bureau (LRB), as classified employees, which allowed them to join a public sector union. The law was amended in 1981 (for LAB staff), and in 1998 and 2007 (for LRB staff) to bring them under the definition of unclassified employee, along with all legislative staff, and phased out their ability to be in a union.

In at least four states, **Maine, Michigan, Oregon and Washington,** collective bargaining for certain legislative staff is in place. In 1998, Maine enacted legislation specifically permitting collective bargaining for select, non-supervisory legislative branch employees, where they had previously been excluded. In Michigan, print shop staff who work within the nonpartisan Legislative Service Bureau (LSB) are unionized, an employment practice for at least twenty years. In 2021, Oregon enacted legislation to include the legislative branch in the state's collective bargaining law and the first staff collective bargaining agreement was ratified in March 2024. Washington changed state law in 2022 to permit legislative staff collective bargaining after a two-year study and planning period. In May 2024, staff were allowed to file petitions to unionize, followed by a six-month

bargaining period. As mentioned, California will join this list in 2026.

From 2019 to 2024, at least 12 states (including California, Oregon and Washington) introduced legislation to establish collective bargaining rights for legislative staff, a total of 21 bills in all. Appendix A contains more detail.

As noted above, the U.S. Congress has long had unionized nonpartisan staff and the **U.S. House of Representatives** adopted a rule in 2022 allowing House staff to unionize. At least one U.S. senator's office has unionized through a voluntary recognition process.

Example Arguments in Support of Legislative Staff Collective Bargaining
Proponents of legislative staff collective bargaining make the case that it is unfair to carve out legislative staff when other state employees have the right to negotiate different aspects of their job. They believe it prevents legislative staff from being able to collectively address workplace concerns. Some advocates for these efforts, which include legislative staff, claim that aspects of at-will legislative employment such as compensation, benefits, job security and demands related to work hours are inadequate and/or inequitable. The belief is that collective bargaining agreements would create better working conditions, offer workplace protections and help with staff recruitment and retention. Staff who participate in or are represented by a collective bargaining agreement may have more confidence in legislative workplace policies and conditions and believe they are more supported by managers and the legislative institution.

Example Issues of Concern Regarding Legislative Staff Collective Bargaining
One concern raised about legislative staff collective bargaining is that it has the potential to create conflicts of interest, or the perception of conflicts, within the legislature. For example, if the union representing staff has business before the legislature on which it is lobbying, staff members of that union may encounter conflicts of interest. A second concern is that it could impact the ability of legislative staff to provide neutral and nonpartisan services to legislators, or that this nonpartisanship might be called into question. Opponents reference the political nature of some public sector unions and their history of donating to legislative political campaigns. Yet another concern is that a legislative staff union may create a dynamic where the union is campaigning against legislators whom the staff are serving. NCSL is also aware of legal analysis in some states which raised different separation of powers questions for legislatures to consider, based on state law.

Legislative Perspectives

Institutional Characteristics
There are 50 different formulas for designing a state legislature. Because it is difficult to paint them in black and white, NCSL uses a "Green, Gray and Gold" typology. This typology categorizes state legislatures as full-time (green or green-lite), part-time (gold or gold-lite) or hybrid (falling somewhere between these two poles, or gray) institutions. Three main factors are considered: the amount of time legislators report spending on their legislative work, the amount they are compensated for legislative service and the size of the legislature's staff. NCSL periodically collects data on these factors, through an annual legislator compensation survey, a regular legislative staff census and periodic surveys on legislator time.

"Green" legislatures require the most time of legislators, usually 80 percent or more of a full-time job. They have large staffs. In most green states, legislators are paid enough to make a living without requiring outside income. Most of the nation's largest population states fall in this category.

Legislatures in the "gray" category are hybrids. Legislators in these states typically say they spend more than two-thirds of a full-time job being legislators. Although their income from legislative work is greater than that in the "gold" states, it is usually not enough to allow them to make a living without having other sources of income. Legislatures in the gray category have intermediate-sized staff. States in the middle of the population

range tend to have gray legislatures.

In the gold states, on average lawmakers spend the equivalent of half of a full-time job doing legislative work. The compensation they receive for this work is low and requires them to have outside sources of income. The gold states have relatively small staffs. They are often called traditional, or citizen, legislatures and they are more often found in the smallest population, more rural states.

Legislative operations and legislative staffing structures and practices are unique across the states, and can depend upon many factors, including constitutional provisions, state statutes, federal laws, legislative rules, relevant case law, institutional leadership, policies and procedures and budgets. Legislative staffing organizations reflect the diversity of the institutions they serve. In some legislatures, staff functions may be performed by separate offices, each handling a distinct set of tasks for an individual chamber. In others, a centralized group of nonpartisan employees performs a range of duties. Laws, rules, policies and procedures pertaining to staff can vary among legislatures and between chambers of and offices within the same legislature.

Legislative Staffing

Legislative staff offices may use various strategies to engage with their employees, receive feedback about the legislative workplace and modify or create new policies or procedures. Legislative offices have shared these strategies with NCSL, and examples include seeking feedback from employee engagement surveys or other issue-specific surveys, employing dedicated human resources staff, providing training and educational resources about workplace issues and policies and convening staff in group and one-on-one formal and informal discussions.

According to NCSL's Guide to Writing a Legislative Staff Personnel Manual, with few exceptions, state legislative employees in the 50 states and in the territories are employed on an at-will basis. At-will employment exists when the employer hires an individual for an indefinite time and either party may terminate the relationship at any time with or without notice, and for any reason. An at-will employee is generally one who serves at the pleasure of the employer—in this case, a legislature. The Guide offers example language that legislatures include in their personnel manuals regarding at-will employment.

Some states have proposed or made changes to state law that would allow legislative staff to unionize and bargain over workplace conditions with the legislature. In others, staff have petitioned legislative leaders to recognize staff unions. In some states, NCSL observes a combination of both approaches.

NCSL conducted interviews to gain insight into the legislative institution's perspective on the history and implementation of efforts to permit staff to form or join unions and engage in collective bargaining. A synopsis of example state experiences is provided below, along with information about the legislature's session, legislative members and categorization in NCSL's typology.

California

The California Legislature is a full-time legislature. State constitution does not limit the length of a regular session in the odd-numbered year of a biennium and requires the Legislature adjourn by November 30 in the even-numbered year. Chamber rules establish an adjournment date by September 12 in the odd-numbered year and by August 31 in an even-numbered year. The Senate has 40 members elected to four-year terms, and each senator represents nearly one million constituents. The Assembly has 80 members elected to two-year terms, and each assemblymember represents approximately 475,000 constituents.

In California, constitutional term limits apply to legislators, and were established in 1990. After another constitutional amendment passed in 2012, a legislator may serve a total of 12 years in the legislature during his or her lifetime. The total time may be split between the two chambers or spent solely in a single chamber.

The Legislature employs over 2,760 staff, the second-highest number of state legislative staff in the country. As a year-round legislature, the majority of these staff positions are full-time, and 58 percent are partisan.

The Assembly and Senate Rules Committees are authorized to make most staffing policies and decisions, with partisan and nonpartisan research staff and administrative services under their purview. The Legislative Analyst's Office is nonpartisan, serves both chambers and provides fiscal and policy advice and expertise to the Legislature, along with analyses of the state budget. The Office of Legislative Counsel is a nonpartisan public agency that supports the California Legislature and other state offices by providing responsive nonpartisan legal and technology expertise. This office also maintains public information on pending legislation and existing law and administers the Legislature's workplace conduct unit.

In the Senate, the majority and minority offices each have staff supervised by the caucus chair. Individual senators employ personal staff for their capitol and district offices. The Senate Rules Committee is the official administrative body of the Senate and determines staff allocations to caucuses and committees and approves all employment decisions. The Rules Committee staff provide IT, communications, budget and finance, human resources, research and other administrative services. The Secretary of the Senate is the executive officer of the Senate and oversees the staff who serve the Rules Committee.

In the Assembly, the majority and minority offices hire staff to monitor and track legislation in committee, prepare partisan analysis of issues and bills, develop legislation and provide communications services. The Speaker supervises majority staff. The minority leader supervises minority staff. The Assembly Rules Committee hires all Assembly employees. Rules Committee staff, led by the chief administrative officer, handle Assembly HR functions, budget and finance and communications. The Rules Committee determines staff allocations and salary levels for standing and select committees, party caucuses and all support units.

California first enacted public sector collective bargaining, including legislative staff, in 1968. In 1978, the law was amended to exclude the legislative branch. Between 2000 and 2021, seven bills were introduced to repeal the exclusion of the legislative branch. In 2023, the Legislature enacted Assembly Bill 1, the Legislature Employer-Employee Relations Act (LEERA), repealing that exclusion. AB 1 was signed into law in October 2023 however the law does not take effect until July 2026, providing time to prepare for implementation.

LEERA roughly parallels the employee rights, duties and prohibitions designated in the existing law covering other state employees (known as the Dills Act, Government Code Section 3512 et seq.). For purposes of bargaining, the law defines the employer as the Assembly Committee on Rules, the Senate Committee on Rules or their designated representatives. An employee is defined as any employee of either legislative chamber except appointed officers (such as the Secretary of the Senate, Chief Clerk of the Assembly, and the Chief Sergeants-at-Arms), supervisors and managers and any staff who work on behalf of management during the bargaining process, referred to as "confidential employees." The Assembly and Senate Rules Committees have the authority to designate employees as exempt, however, the number of exempt employees cannot exceed one-third of total employee positions.

LEERA stipulates which matters are eligible for bargaining. Legislative employees may bargain over wages, hours and other terms and conditions of employment. Employees may not bargain over legislative calendars, schedules or deadlines, any issues related to qualifications of legislators or the election of officers, the adoption of procedural rules, or the establishment of legislative committees or any laws, rules, policies or procedures regarding ethics and conflict of interest. Additionally, LEERA does not affect the authority of either chamber of the legislature and its committees to hold closed meetings consistent with existing law.

The Public Employees Relations Board (PERB), housed in the executive branch, will administer collective

bargaining agreements, with a focus on ensuring an agreement does not interfere with the legislature's core functions of efficient and effective lawmaking. The agreement also must state that legislative employees are exempt from the state civil service. As such, any legislative employee who works directly for a legislator may be dismissed from employment if the legislator is not reelected, resigns or otherwise departs from the legislature. In this case, an employee will be granted a transition period which may include a stated length of time and/or the opportunity to apply for vacancies. However, the terms of transition periods are subject to collective bargaining. For purposes of determining bargaining units, PERB may not allow a bargaining unit that comingles legislative employees with those outside the legislature, which comingles Assembly and Senate employees or that separates employees into bargaining units based solely on political affiliation.

The Legislature must provide a recognized employee organization with sufficient employee data to allow the employee organization to calculate membership fees as well as non-classified employee contact information (name, job title, office, workplace location, work telephone number and email address and personal email/phone if on file). The Legislature must deduct such fees from the salary/wages of member employees and remit an itemized record monthly to the recognized employee organization. Employees have the right to refuse to join or participate in the activities of an employee organization.

California's Constitution, Article IV, Section 7.5, places an annual cap on expenditures supporting legislative operations. The cap changes annually, based on growth in the state economy and population. According to the fiscal note for AB 1, collective bargaining agreements will result in annual costs to the Legislature to establish and maintain labor and employee relations functions as well as potential ongoing increased employment costs (in the form of salary and benefits, for example). This has the potential to conflict with constitutional provisions that limit expenditures in support of legislative operations.

Colorado

The Colorado General Assembly is a hybrid legislature with regular legislative sessions of 120 calendar days by state constitution. The General Assembly meets annually from early January to early May. There are 100 Colorado legislators –35 in the Senate and 65 in the House – who are subject to constitutional term limits. Representatives are elected for two-year terms and can serve no more than four consecutive terms. Senators are elected to four-year terms, with half of the senators elected every two years. Senators can serve no more than two consecutive terms. Senators represent approximately 165,000 citizens per district and representatives represent approximately 88,800 citizens per district.

There are just over 300 staff in Colorado during session and 15 percent are considered partisan. The General Assembly has year-round nonpartisan staff offices providing legal, research, fiscal and budget, audit, information technology, constituent services, and other functions. A separate legislative committee supervises each office. Directors of three of the four offices informally follow state personnel policies. The fourth office is within the state personnel system.

The Senate and House of Representatives each have their own chief administrative and parliamentary officer, the secretary of the Senate and the chief clerk of the House. The secretary and the chief clerk oversee the parliamentary process, procedural efficiency, specific budgets, daily order of business, and employees of the Senate and House of Representatives. Both chambers also employ majority and minority caucus policy, budget, and communications staff. Contingent upon approved funding, legislators are provided an allocation of hours from which they can hire a legislative aide. Legislators have autonomy and flexibility in how they manage, supervise, and assign work and responsibilities to their aides. Job responsibilities include scheduling, bill analysis, constituent response work, office management, intern management, and member communications, including social media. Each legislator can hire their legislative aides independently or with the support of a caucus staff member. The secretary of the Senate and chief clerk of the House perform functions such as processing legislative aide applications and providing information about benefits once they are hired.

In 2021, the General Assembly passed SB21-244, sponsored by the presiding officers and other legislative leaders, which made legislative aides permanent part-time staff and made them eligible to access state health, life, dental, and short-term disability insurance. In 2022, the General Assembly increased the hourly rate of pay for legislative aides and nearly doubled the number of hours that lawmakers could allocate toward the employment of their personal staffing. The hourly pay for legislative aides was raised in 2023 and again in 2024. One practical effect of these changes is that a legislator can employ an aide year-round, which was not necessarily possible before. However, legislative aides are not classified as full-time employees.

These changes applied to staff in both caucuses, in both chambers. The majority caucuses in both chambers created full-time staff positions to serve as resources and sources of support and coordination between aides and caucuses. In the minority caucuses, these responsibilities are fulfilled by staff with a variety of duties.

Colorado state law is specific on which employees have the right to unionize and which do not. Legislative employees are prohibited from being a part of the state's public sector collective bargaining law. NCSL did not identify any prior or current legislation that would subject legislative employees to the statute.

However, the Political Workers Guild of Colorado (PWGC), which, according to its website, is affiliated with Communications Workers of America Local 37074, is attempting to serve some legislative staff. The Guild was created in 2021 and refers to itself as an "open-model minority union that represents legislative aides, campaign workers, and political organizers who want to fight for dignity in our workplaces."

NCSL received perspective about how the PWGC works with staff and members. Thus far, only legislative aides who work for majority caucus members have joined the PWGC from the legislative branch. The Guild typically engages with legislative leaders directly. On its website, PWGC cites its advocacy efforts as important to the success of recent changes affecting legislative aides.

There are possible undetermined legal and practical questions with this approach. NCSL could not identify a statutory or legal framework for a guild. The PWGC's membership also includes staff working for city council members or federal elected officials, campaign workers and political staff or those "currently, recently or seeking employment in those fields." This may make it possible for the PWGC to engage in advocacy work, even if legislative aides cannot and do not participate. Legislative aides are not protected by a collective bargaining agreement and legislative budgets and leadership could change in ways that might impact the Guild's interaction with the General Assembly or legislative staff pay or benefits in the future. Legislative staff remain at-will employees, but members may need to be aware of their constitutionally protected First Amendment rights with respect to PWGC membership.

Maine

NCSL categorizes Maine a part-time "lite" legislature. The Legislature meets in regular session early December through the third Wednesday in June in odd-numbered years and early January through the third Wednesday in April in even-numbered years. State constitution requires limits on session length be set in statute.

The Maine House consists of 151 voting members and three nonvoting members representing the Penobscot Nation, the Passamaquoddy Tribe and the Houlton Band of Maliseet Indians. Each House member is elected to a two-year term and represents a district which has approximately 9,000 people. The Senate currently consists of 35 senators, though the state constitution also allows for 31 or 33 members. Each senator is elected for a two-year term. Legislators are limited to four consecutive terms per state constitution, though they are permitted to then serve in the other chamber or again run for office in the same chamber after two years. Maine is one of three legislatures that have joint standing committees.

There are approximately 200 staff during session in Maine and nearly half are partisan. The Legislature has a centralized nonpartisan staffing structure that provides services on a variety of functions, including legal analysis, research, bill drafting, fiscal, audit, information technology, code revision, performance auditing and evaluation, a public information office and a law and legislative library. These services are led by an executive director, which reports to the Legislative Council, the Legislature's administrative body consisting of the 10 members of legislative leadership. The Legislature's human resources department is housed within the Office of the Executive Director, which helps implement personnel policies. Staff also serve in the offices of the secretary of the Senate and House clerk, majority and minority office staff, committees and staff that serve leaders. Individual members do not have personal staff.

The Maine Legislature has had unionized legislative staff for more than two decades. After legislation passed in 1998, a group of nonpartisan staff voted to organize, and the first agreement was ratified in 2002. State law (MRS §979-A) defines "legislative employee," exemptions to the definition, and "public employer."[3] Currently, staff in Maine's Legislative Council can belong to one of two units. Only one of these units enters into a collective bargaining agreement with the Legislature.

The Maine Service Employees Association (MSEA) represents a variety of legislative staff positions through the Administrative Unit of Legislative Employees. Positions are enumerated in the most recent collective bargaining agreement and include legislative librarians, staff in the information technology office, bill proofreaders and technicians, clerical staff and committee clerks. Temporary, project-only, "acting-capacity" (as defined in the agreement), single-session and "temporary, seasonal and on-call" (which are defined by state statute) employees are not covered.

A legislative employee in a position that is subject to the collective bargaining agreement can choose not to belong to the union. After a federal court ruling staff also can choose not to pay dues.[4] However, even if staff choose not to be a member of the union, their employment conditions will be governed by the agreement if their position falls within it.

The Independent Association of Nonpartisan Legislative Professionals (IANPL) is a unit comprised of staff who work in the Legislature's Office of Policy and Legal Analysis and the Office of Fiscal and Program Review. The IANPL was formed around the time of the ratification of the first collective bargaining agreement with MSEA. This unit follows a personnel manual, which contains provisions similar to those found in the MSEA's agreement. The IANPL does not operate in the same manner as does the MSEA. For example, the IANPL does not lobby. The legislative staff contract is just one of many that the MSEA negotiates, whereas IANPL does not represent any other workers.

In addition to the collective bargaining agreement and the nonpartisan staff personnel manual, the Legislature has three other personnel manuals – one for caucus and leadership staff, one for staff in the clerk's or secretary's offices and one for committee clerks. While committee clerks are also represented by MSEA, the other positions are not.

The MSEA negotiates with the Legislative Council. The Council vests authority with the executive director to participate in the union negotiations, providing the staff with general direction. In the last negotiation, the executive director and HR personnel participated. These staff keep the Council apprised of the process and any

[3]Exempted employees include those who are appointed, those who by nature of their work have confidential information with respect to matters subject to collective bargaining, those employed by the presiding officers, the majority or minority office in both chambers, or the Chief Clerk or Secretary, temporary, on-call employees or those who have been employed less than 30 days.
[4]Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 138 S.Ct. 2448 (2018)

anticipated changes. The Legislative Council ultimately approves the agreement.[5]

Agreements are in place for two years, beginning in October of the odd numbered-years and ending in September of the next odd-numbered year. The agreements follow state law and contain administrative and employment provisions which address conditions such as compensation; work hours; schedules and overtime; leave; reclassifications; partisan and political activity; grievances, and separations. Engaging in a strike, work slowdown or work stoppage is illegal under Maine law and this provision is also included in the agreement. The current collective bargaining agreement includes a new article on remote work, which are permissible subject to existing personnel policy and at the discretion of the office director.

Some articles in the agreement have separate but similar provisions for committee clerks and the nonpartisan staff who work for Legislative Council. Committee clerk positions differ from Legislative Council positions in that they are authorized for session employment by the presiding officers, with joint standing committee chairs playing a role in the selection and hiring of candidates and delegation of responsibilities once they are employed. Nonpartisan staff supporting the training of committee clerks.

Once a tentative agreement is reached with the union, Legislative Council staff meet with the non-MSEA employees after which the Legislative Council approves their personnel manual.

Maine's centralized approach to human resources and relatively small staff size may facilitate consistency in personnel management and human resources, including collective bargaining. Alignment between the collective bargaining agreement and legislative personnel manuals is an example. A staff classification and compensation structure is another tool the Legislature can use in bargaining, along with market data and collective bargaining agreements from the other branches of government.

Maine's legislative collective bargaining agreement and state law address certain potential conflicts. For instance, the collective bargaining agreement has clear language defining, and for nonpartisan staff, prohibiting forms of partisan or political activity. The agreement addresses the use of legislative time and resources, such as email, for union-related activities. Finally, Maine's agreement includes language about the nature of legislative work, recognizing that the institution may require staff to work extra hours, and including provisions about how staff are compensated for that time. Article 31 addresses hours of employment, stating:

The Legislature's regular business hours are 8:00 A.M. to 5:00 P.M. Monday through Friday, year-round, exclusive of state-observed holidays. The legislative process by its nature often requires work outside of these regular business hours, and business hours may be adjusted to accommodate the work of the Legislature. The offices remain open, and legislative employees are expected to work, whenever the Senate or House of Representatives is in session or whenever the chair of the Legislative Council or the Executive Director determines that office hours will be extended to benefit the Legislature. Each office director or the Legislative Information Office manager, as applicable, determines the specific work schedule of employees, and any variations by an employee from the standard workweek schedule are subject to prior approval of the employee's office director or manager. Employees are responsible for ensuring that their immediate supervisors are notified of any unscheduled absence as soon as possible.

[5]As an example, 2024 Legislative Council meeting minutes document how an agreement is adopted. Motion: "That, upon recommendation of the Personnel Committee, and pursuant to its authority under 26 MRSA, §979-A, sub-§5, the Legislative Council of the 131st Legislature ratify the collective bargaining agreement for the period ending September 30, 2025, that was negotiated and tentatively agreed to by the authorized representatives of the Legislative Council and the Independent Association of Nonpartisan Legislative Professionals (IANLP) on January 12, 2024. Further, that the Legislative Council authorize the Executive Director to take all necessary steps to carry out the terms of this Agreement; Further, upon recommendation of the Personnel Committee, that the Legislative Council exercise its right to adopt the revisions to its personnel policies, pending agreement from the respective authorities; to apply personnel policies and benefit provisions that are comparable to those contained in the aforementioned ratified collective bargaining agreement; and direct its Executive Director to incorporate as appropriate and administer those provisions; and Further, that compensation provisions in the form of cost of living adjustments, lump sum payments, and longevity stipend amounts comparable to that provided in the aforementioned ratified collective bargaining agreement be provided to legislative employees who are not represented by a collective bargaining agent, the effective dates of such compensation provisions to coincide with those contained in the aforementioned ratified collective bargaining agreement." Motion by: President Jackson Date: February 2, 2024, Vote: 8-0-0-2 Passed (with Senator Keim and Representative Arata recorded as absent)

Michigan
Michigan is a full-time legislature with approximately 650 full-time staff, nearly 60 percent of whom are partisan. The Legislature convenes the second Wednesday in January and adjourns sine die in December, with recess periods throughout the year. The Senate consists of 38 legislators who serve four-year terms and represent approximately 212,400 to 263,500 residents. There are 110 House legislators who serve two-year terms and represent approximately 77,000 to 91,000 residents. Michigan legislators are limited to a constitutional 12-year lifetime term in office.

The Legislature has a combination of central, nonpartisan staff agencies, separate chamber nonpartisan fiscal agencies and partisan caucus and personal staff. The Legislative Council administrator, at the direction of the Legislative Council Committee (a 12-member bipartisan body with six members each appointed by the Speaker of the House and the President of the Senate), is responsible for supervisory oversight for all Legislative Council offices, acts as Secretary to the Legislative Council and has overall budgetary and personnel supervision for the agencies under the Council's authority. The Legislative Service Bureau (LSB), one of the agencies under the Council's oversight, provides bill drafting, general research, printing and IT support to all members. The LSB director serves as Legislative Council administrator.

The Senate Fiscal Agency and the House Fiscal Agency support their respective chambers' appropriations committees and provide nonpartisan fiscal analysis and economic forecasts of state revenue collections to legislators. In the Senate, the secretary is elected by the senators as a statutory officer and is responsible for administrative and parliamentary staff, committee clerks, session staff and Senate media services. The clerk of the House is elected by House members and has administrative and parliamentary responsibilities for the chamber, hearing rooms and other capitol and House facilities. The secretary and clerk serve on the Michigan Capitol Commission which manages, maintains and restores the capitol building and its grounds.

The majority and minority in each chamber employ partisan staff who provide committee support, research, amendment drafting, media relations, constituent services and administrative support. Each legislator is provided an allocation to employ personal staff and cover other expenses. Senate members typically hire four to six personal staff; House members typically have two personal staffers. Members of leadership may have more staff than non-leaders.

Legislative Printing is one of six divisions within LSB. It is a unionized print shop comprised of 16 employees, three of whom are managers and are not represented by a union. Within the print shop, there are two divisions – the press and bindery shop and the composition shop. Each division is represented by a separate union. Unionization of legislative print shop staff has been a long-standing practice, dating back at least two decades, enabling the LSB to follow the industry approach for these specialized trade jobs.

The two bargaining units negotiate with the LSB over conditions such as wages, disciplinary processes (as these staff are not considered at-will employees), leave and overtime pay. Benefits are not negotiated as print shop employee benefits are the same as those offered to all LSB employees. If the collective bargaining agreements do not address an issue or workplace condition, print shop employees follow the Legislative Council employee handbook. This includes adhering to policies regarding the nonpartisan nature of their work and the Bureau's ability to require an extended workday in order to perform needed legislative services.

The current print shop negotiated agreements cover a two-year term. The start of agreements is tied the state fiscal year, which runs October 1 to September 30. Negotiations and agreements have tended to follow the same approach due to the long-standing practice of a unionized print shop, the existence of similar state collective bargaining agreements for tradespeople and institutional knowledge on the part of managers about the collective bargaining processes and the legislative workplace.

Oregon
The Oregon Legislature is a hybrid legislature with a constitutional limit on session length. In 2011, Oregon became the most recent legislature to switch from biennial to annual sessions. The Legislature meets in session in the odd-numbered year of a biennium for 160 calendar days (mid-January to mid-June) and in the even-numbered year for 35 calendar days (February to early March).

The Senate has 30 members elected to four-year terms and the House of Representatives has 60 members elected to two-year terms. Senate districts contain about 141,242 people; House districts have a population of about 70,621. In Oregon, there are 554 staff during session. Nearly 52 percent are considered partisan.

In the Oregon Legislature, staff services are provided by employees of the Senate president, the speaker of the House, the majority and minority offices and five statutory committees. Additional staff are hired to meet increased staffing demands during session. Personnel policies adopted by the Legislative Administration Committee apply to specified committee and other permanent staff. Other staff function under personnel policies adopted by the president and speaker and individual statutory committees.

Oregon legislators are provided with an allocation from which they can hire year-round and session-only legislative assistants and pay for services and supplies during session. Members have autonomy and discretion in hiring, setting hours, managing and delegating responsibilities and tasks. The Legislature uses a career ladder and job descriptions for these positions and staff are classified and compensated using policies and a pay plan that applies to all legislative staff.

The Legislature made workplace reforms in the past few years, including the creation of a Legislative Equity Office, a Joint Committee on Conduct, revisions to a legislative rule pertaining to a safe, respectful, and inclusive workplace policy and a comprehensive market pay study for legislative salaries.

Prior to 2021, Oregon law was silent on legislative branch representation in collective bargaining negotiations. During the 2021 session, the Legislature enacted HB 759, which amended Oregon Revised Statutes 243.696, changing the state's collective bargaining law to include the legislative branch. This law directs the presiding officers of each chamber to represent the institution in collective bargaining negotiations with any staff bargaining units, permits the presiding officers to delegate those responsibilities to a chief negotiator and clarifies only state executive branch agencies are to be represented by the Oregon Department of Administrative Services in collective bargaining negotiations. The law took effect January 1, 2022.

In May 2021, legislative assistants working for individual members – which includes both year-round and session-only staff – voted to unionize under the local chapter of the International Brotherhood of Electrical Workers (IBEW). The Oregon Employment Relations Board (ERB) subsequently certified the bargaining unit, representing approximately 180 staff, including those who did not vote to join the union. Collective bargaining began in 2022, with the four caucus administrators (two from each chamber, representing the majority and minority offices), the Legislature's HR director and a third-party negotiator hired by the Legislature representing the institution in negotiations. Negotiations spanned two years, with a pause during the two regular legislative sessions that occurred over the time period.

The Oregon Legislative Assembly and IBEW Local 89 agreement was ratified in October 2023. The presiding officers signed the agreement once the Legislature convened in March 2024. It will expire in December 2024. Negotiations for the next agreement are taking place during the summer of 2024.

The agreement covers a number of topics, such as wages, benefits, safety and working conditions, leave, disciplinary processes, remote work, grievances and corrective action and discharge. Some aspects of the agreement align with Oregon's Legislative Branch Personnel Rules (LBPRs), which set personnel policies for

all legislative staff. Many of the same policies apply to all staff, however for represented employees, the agreement supersedes the LBPRs when there are differences between them. The LPBRs also state that the rules apply "where not in conflict with a collective bargaining agreement."

However, the LBPRs state that legislative staff are at-will employees, including represented staff. The current agreement lays out time periods within which staff should be given notice of termination. The agreement also prohibits staff strikes or walkouts.

There were legal questions raised in Oregon in 2021 in a lawsuit filed with the Oregon Appellate Court seeking judicial review of the ERB's certification of the collective bargaining unit. The lawsuit claimed that subjecting the Legislature to an executive branch entity's decision violated the separation of powers doctrine. It also cited concerns about the constitutional right to freedom of association and potential conflicts that could occur if the union were to take a position on a political issue that runs counter to the member office's position. The lawsuit was dismissed in 2023, when an appeals court ruled the representative and staffer lacked standing to bring the case up for review.

The current collective bargaining agreement contains a provision permitting a legislator to designate one person in their office as unrepresented if they are in the two highest levels of the legislative assistant career ladder. In addition, staff can choose whether to be represented. The number of legislative aides represented by the union may vary as session and interim length ebbs and flows.

Oregon human resources staff provide training on collective bargaining for legislators and legislative staff, helping them understand what is and is not permissible.

Washington

The Washington Legislature is a hybrid legislature, meeting in regular session in the odd-numbered year of the biennium for 105 calendar days (January to April) and in the even-numbered year for 60 calendar days (January to March). There are 49 senators and 98 representatives. Senators serve four-year terms and representatives serve two-year terms. Washington has 49 legislative districts, each of which elects a senator and two representatives. Districts are comprised of an average of 157,468 residents.

The Washington Legislature employs just over 800 full-time staff. Nearly 28 percent of these staff are partisan. Washington's legislative staffing operation is characterized by several joint nonpartisan legislative agencies, including the Office of the State Actuary (which also serves the executive branch); Joint Legislative Audit and Review Committee; Office of the Code Revisor/Statute Law Committee; Legislative Ethics Board; Legislative Evaluation and Accountability Program Committee; Legislative Service Center (also known as LEG-TECH); the Joint Transportation Committee; and the Office of State Legislative Labor Relations. Each agency has a lead staffer, who is sometimes a director, and most report to a legislative committee.

Chamber rules grant the Secretary of the Senate[6] and Chief Clerk of the House[7] authority over administrative functions and staff services, known as Senate Administration and House Administration. While they are organized differently, administration generally includes human resources, accounting, legal counsel, public records and chamber operations. Senate Committee Services and the House Office of Program Research provide research, fiscal and committee staffing to their respective chambers. There are also joint services

[6]Per Senate Rule, 2, "The secretary is the Personnel Officer of the senate and shall appoint, subject to the approval of the senate, all other senate employees and the hours of duty and assignments of all senate employees shall be under the secretary's directions and instructions, and they may be dismissed at the secretary's discretion."

[7]Per House Rule 5, "The chief clerk shall employ, subject to the approval of the speaker, all other house employees; the hours of duty and assignments of all house employees shall be under the chief clerk's directions and instructions, and they may be dismissed by the chief clerk with the approval of the speaker."

overseen by both Senate and House Administration, such as the Legislative Support Services (LSS), the Legislative Service Center and the Office of State Legislative Labor Relations (OSLLR). LSS handles support functions such as public information and media services and the Capitol gift center. The Legislative Service Center/LEG-TECH provides information technology services to the Legislature and reports to a committee comprised of Senate and House Administration staff and the Code Revisor. OSLLR is described in more detail below.

Senate and House Administration report to the Senate Facilities and Operations Committee and the House Executive Rules Committee, respectively. These committees are bipartisan and comprised of legislative leaders. The committees set policies for the chambers, and Senate and House Administration carry them out.

Each chamber also has partisan legal, research, communications and administrative staff working for the majority and minority offices. Offices are led by a chief of staff, who report to the presiding officers and minority leaders. Finally, individual members are provided legislative assistants to provide administrative, communication, research and public relations support. In the Senate, members have one year-round legislative assistant and a session only assistant. In the House, members have one year-round legislative assistant.

The Washington Legislature considered legislative staff collective bargaining bills for over a decade. In 2022, House Bill 2124, Concerning Extending Collective Bargaining to Legislative Employees, was enacted. The law contained the following provisions:

- Granted legislative staff the right to collective bargain;
- Prohibited certain rights and issues from collective bargaining eligibility;
- Created OSLLR and required it to study and prepare the legislative institution and aid in the collective bargaining process;
- Outlined an implementation timeline;
- Provided the Public Employment Relations Commission (PERC, the state agency with authority over public sector labor relations and collective bargaining) with oversight of certain aspects of legislative collective bargaining;
- Defined unfair labor practices;
- Stated that collective bargaining agreements would prevail over certain legislative policies;
- Stipulated that agreements may not require the Legislature to deduct, from the salary or wages of an employee, contributions for payments for political action committees sponsored by employee organizations with legislative employees as members; and
- Prohibited employees from the right to strike, stop work or refuse to perform official duties during legislative session or committee days.

Collective bargaining negotiations were permitted after May 1, 2024, and no agreement can take effect prior to July 1, 2025.

OSLLR was charged with producing two reports examining how best to implement collective bargaining in the Legislature. House Bill 2124 required certain issues to be addressed, including definitions of covered and exempt staff, permissible and restricted topics for negotiation, mechanisms for funding and efficiency and the overall feasibility of collective bargaining. The Legislature hired a director to lead the office and OSLLR surveyed staff, identified potential issues for further clarification and legislative action, developed best practices and options for the Legislature to consider and analyzed the experiences of other legislatures. The two reports were issued in December 2022 and October 2023.

The 2023 report offered recommendations for the Legislature to consider for subsequent legislation. SB 6194,

enacted in 2024, included some of the recommendations. The bill clarifies and defines many aspects of legislative collective bargaining, including:

- Defines employer and employee (which includes types of partisan and nonpartisan staff) and employees exempt from collective bargaining;
- Defines the scope of collective bargaining (which includes bargaining over at-will status, except for when there is a change due to an election, appointment or resignation of a legislator);
- Defines prohibited subjects of bargaining;
- Defines legislative staff bargaining units based on communities of interest;
- Further clarifies PERC's authorities, requiring it adopt rules to facilitate and oversee certification processes and creating a temporary three-member Legislative Commission within PERC to certify bargaining representatives, adjust and settle complaints and grievances and carry out duties typically required of PERC. The Commission expires December 31, 2027, at which time all duties revert to PERC;
- Addresses conflicts of interest and restricting the use of public resources in certain situations;
- Defines the collective bargaining process;
- Specifies a dues deduction process and allowing the exclusive bargaining representative access to new employees during employee orientation;
- Prohibits legislative staff from engaging in strikes, work stoppages or refusal to perform official duties; and
- Permits future unions to negotiate overtime when the legislature is not in session, in the run-up to or immediately after a term.

The law states that negotiations must begin no later than July 1 of even-numbered years, with agreements in effect for no more than two years. In order to meet legislative budget deadlines, collective bargaining agreements must be agreed to by October 1 of each year. This deadline follows the process used for executive branch agreements.

PERC's specific responsibilities for legislative staff collective bargaining are to certify bargaining units, oversee elections for union representation, and adjudicate and order remedies, as appropriate, over disputes that may arise in the course of negotiating agreements. The employer for purposes of collective bargaining is the secretary of the Senate for Senate employees and the chief clerk for House employees. For nonpartisan employees of the legislative agencies, the agency director is the employer for noneconomic negotiation terms. The OSLLR has the responsibility to establish the employer bargaining team, led by the OSLLR Director.

The media has covered recent actions. The first two bargaining petitions were filed by legislative assistants working for the Senate and House minority in May 2024. Interested staff are organizing under the Legislative Professionals Association. Senate and House majority staff voted to unionize in July 2024. One petition covers 82 legislative assistants, policy analysts and communications staff of the House Democratic Caucus. The other is for 32 legislative assistants in the Senate Democratic Caucus. Both seek to be represented by UFCW Local 365 through the Washington Public Employees Association. WPEA provides its perspective on desired negotiation topics and the nature and substance of the process on its website. NCSL is unaware of any nonpartisan staff petitions as of this writing.

Wisconsin

Wisconsin is a full-time legislature that operates on a two-year legislative session beginning in early January of the odd numbered year and ending in early January of the next odd numbered year. The Legislature conducts

business during scheduled floor periods spread throughout the biennium. There are a total of 132 legislators, 33 Senate districts, comprised of roughly equal populations, and three Assembly districts per Senate district, with 99 Assembly members. Senators serve four-year terms and Assembly members serve two-year terms.

The Wisconsin Legislature has nearly 600 staff year-round who provide a variety of staff services ranging from nonpartisan, joint agencies to individual member staff. Nearly 55 percent are partisan. The Joint Committee on Legislative Organization, with Senate and Assembly leaders as members, oversee the Legislative Audit Bureau (LAB), the Legislative Reference Bureau (LRB, which performs bill drafting, legal research, and statutory revision services), the Legislative Council, the Legislative Fiscal Bureau and the Legislative Technology Services Bureau. Most chamber services are administered under the chief clerk or the sergeant-at-arms, with policy set by the leadership committees on Assembly and Senate organization.

Collective bargaining for LAB and LRB staff was phased out in 1981 and 1997, respectively. The Legislature also had a Revisor of Statutes Bureau until 2008, when it moved the functions of the agency under the LRB, and those staff also fell under the definition of classified staff for a time. In all three cases, employees who had achieved "permanent status of class" at the time the law changed were permitted to retain certain classified employee protections even as they became unclassified employees.

NCSL did not review a past collective bargaining agreement but did get insight into what was typically negotiated. Agreements for LRB attorneys were negotiated for two-year periods, were subject to approval by a legislative committee and were then enacted into law. However, a year or more could pass before these agreements were negotiated. When this occurred, the expired collective bargaining agreement would remain in effect until a new one was enacted. The union negotiated provisions such as salary ranges and pay adjustments; employer contributions for insurance premiums; employee retirement contributions; and processes related to grievances, disciplinary actions, agency transfers and lay-offs. Legislative attorneys were entitled to union representation during any disciplinary proceeding. Health and retirement benefits were not negotiated. Attorneys were required to join the union or cover the union's costs for representing them.

United States Congress

The U.S. Congress is a full-time legislature, comprised of 435 House members and 100 Senate members, meeting throughout the year and supported by a complex staffing operation with the number of staff hovering around 15,000 including committee staff, leadership staff, staff who serve the institution (such as legislative clerks or the Capitol Police), nonpartisan support agency staff (the Congressional Research Office, the Government Accountability Office, or the Congressional Budget Office), the Library of Congress, committee staff, who work for chairs and ranking members, and personal staff, who work for individual members. Members have a high degree of flexibility and autonomy with their offices and as a result a wide range of practices and policies are in use throughout both chambers.

The nonpartisan Office of Congressional Workplace Rights (OCWR) was established in 1996 (under a different moniker, the Office of Accountability) after the passage of the Congressional Accountability Act (CAA). The OCWR administers 14 different labor, employment, safety and health, and workplace accessibility laws for the legislative branch.

Section 1351 of the CAA extended the rights of federal executive branch employees to unionize to congressional legislative employees. The OCWR's board has rule-making authority over these provisions and promulgated rules related to unionization in the 1990's. Congress approved some of these rules at the time. Both the Capitol Police and the Architect of the Capitol offices, which are considered nonpartisan offices, have staff who have long been unionized as a result.

However, the law excluded certain staff from the provisions, including those working in member offices, until

and unless the House and Senate approved OCWR regulations that applied to staff under their hiring authority. Congress did not take action adopting related rules until May 2022, when the House of Representatives adopted HR 1096 approving the regulations. The Congressional Record provides more detail about to which House offices the regulations apply. The Senate has not adopted a similar rule.

The House resolution's effective date was July 18, 2022, after which eight offices filed petitions for certification with the OCWR for the Congressional Workers Union (CWU), a new union comprised of Congressional staff, to represent their staff. The CWU seeks to represent all employees of those members of the House, whether working in DC or field offices, excluding supervisors, managers, or confidential employees. Each member office and each House committee are treated as separate collective bargaining units should they choose to petition. According to the CWU's website, it has organized 18 offices thus far. In at least one House committee, the Education and Workforce committee, minority caucus staff have petitioned to unionize. The OCWR estimates that the average bargaining unit size, with exclusions related to office management, is about 9-12 employees.

Only one House bargaining agreement is listed on CWU's website, though the member left Congress in 2023. The agreement contains provisions that address employee and management rights, salaries, equal opportunity employment, harassment, telework, email, health and safety compensatory time, use of official facilities and buttons, union representational activity and official time, and driving, personal errands and campaign work. It stipulates that the agreement expires at the end of the 117th Congress.

At least one Senate office successfully has petitioned their senator to voluntarily recognize a staff union. As of March 2024, the office had negotiated a ground rules agreement, which predicates bargaining over a contract.

There are legalities and practicalities to contemplate. One question is if and how a future House of Representatives could change the adopted provisions in HR 1096. In addition, there are restrictions in the executive branch law about what can and cannot be negotiated during collective bargaining, but it is possible that legislative negotiators may take different positions about other issues.

The OCRW emphasizes the importance of its nonpartisanship and neutrality in aiding staff. It also performs education and training, including on changes to the rules and frequently asked questions. The Office believes it important for the institution to have legal counsel with experience in and understanding of the nuances of collective bargaining statutes. Finally, it stresses the important of collaboration with other offices, such as the Office of House Employment Counsel, which is a resource for managers and members, and the House Office of Employee Advocacy, which is a resource for staff on CAA-related issues.

Other State Actions

NCSL identified examples of legislative staff announcing to the media or requesting legislative leadership support or recognition for them to unionize where no legislation has been enacted. These states include Delaware, Illinois, Massachusetts and New York. In three of these states, legislation was also introduced. See Appendix A for more detail.

In Delaware in 2020, a group of caucus and nonpartisan staff announced on social media that they were forming a union under the American Federation of State, County and Municipal Employees (AFSCME) Council 81. Eventually, outside counsel hired by the union raised separation of powers issues and determined that restrictions in state law made pursuing an organizing effort untenable.

In 2022, Illinois voters approved the Illinois Workers' Rights Amendment, adding Section 25 to Article 1 of the state constitution. This section gives employees the right to organize and collective bargain and precludes the passage of legislation that interferes with, negates or diminishes those rights. After its passage, staff in the

House majority office formed the Illinois Legislative Staff Association (ILSA) and filed a petition to form a collective bargaining unit with the Illinois Labor Relations Board (ILRB), which has oversight of relations between unions and public employers. The ILRB denied the request in March 2023, stating that the state public labor relations act excludes legislative employees from the definition of a public employee.

Later in 2023, legislative leaders in both chambers introduced a bill to create the Office of State Legislative Labor Relations, charged with oversight of negotiations over wages, hours and other conditions of employment, and to give the ILRB jurisdiction over legislative employees. The bill passed the House and remains in the Senate. In 2024, there was a lawsuit filed related to legislative staff collective bargaining, and a motion to dismiss the suit was subsequently filed. A decision by the circuit court is pending.

In Massachusetts in 2022, a group of Senate staff announced plans to organize under a local chapter of the International Brotherhood of Electrical Workers, calling themselves the Massachusetts Statehouse Employee Union. The staff asked leadership to recognize the union. Senate Counsel studied the issue and briefed senators and staff on the constitutional issues and logistical matters that would need to be addressed to allow legislative employees to unionize. Legislation permitting staff collective bargaining was introduced in the 2023-2024 biennium.

In New York in 2022, Senate employees sent a letter to legislative leadership stating they were in the process of formally organizing a union, called the New York State Legislative Workers United. Nearly 80 staff from at least 18 member offices reportedly signed on to the effort. According to press reports, there may be legal questions to settle, including whether or not staff are included in the state labor relations law's definition of "public employee." The Legislature considered at least one bill in the 2021-2022 biennium that addressed legislative staff unionization.

Questions to Consider

NCSL offers several key questions for state legislatures contemplating legislative staff unionization or staff collective bargaining to consider based on this research. A non-exhaustive list is below.

- What existing constitutional law, statutory provisions, chamber rules, or legislative policies may need to be addressed?
- Who should be the chief negotiator for the legislative institution, and do they have the authority to delegate related responsibilities? (Examples could include the presiding officers or a legislative committee.)
- Who participates in negotiations on behalf of the legislature? (Examples could include chief operating officers, chief administrative officers, chiefs of staff, and/or human resources directors or staff.)
- What legal counsel is needed to represent the institution? (Examples might include hiring experienced outside counsel or enlisting in-house legislative counsel, depending upon the staffing structure.)
- Which legislative employees would be authorized to organize? (Examples include year-round, session-only, full-time, part-time, nonpartisan, partisan)
- Which types of legislative employees would be authorized to organize together?
- Which union might represent legislative staff? (An existing or new union?)
- Can legislative employees opt out of union membership and/or dues?
- What conditions of employment could be negotiated through or excluded from a collective bargaining?
- What separation of powers issues are problematic, if any?
- Are there conflict of interest provisions to address?
- Are there partisan or political activity provisions to address?
- What timing is best for the institution to engage in collective bargaining?
- What provisions could ensure the proper use of legislative time and resources?
- What additional staff capacity or restructuring of staff roles might need to occur to support the

implementation of collective bargaining agreements?
- How might collective bargaining agreements affect legislative staff personnel policies, or vice versa?
- What type of education and resources would the institution need to offer to staff (including management) and legislators?

The answers to these questions have implications for how an institution chooses to proceed and may lead to other questions.

APPENDIX A. 2019-2024 State Legislation Establishing Collective Bargaining Rights for Legislative Staff

Source: NCSL's Union Legislation and Collective Bargaining Law Legislation Database

State	Year	Bill No.	Status	Summary
California	2020	AB 969	Failed	Enacts the Legislature Employer-Employee Relations Act, providing employees of the Legislature the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
California	2021	AB 314	Failed	Enacts the Legislature Employer-Employee Relations Act, providing employees of the Legislature the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
California	2021	AB 1577	Failed	Enacts the Legislature Employer-Employee Relations Act, providing employees of the Legislature the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
California	2023	AB 1	Enacted	Enacts the Legislature Employer-Employee Relations Act (LEERA), which provides employees of the California Legislature, with certain exceptions, with collective bargaining rights.
Hawaii	2024	HB 2632	Failed	Specifies that the President of the Senate and the Speaker of the House of Representatives shall each have one vote if they have employees in a particular bargaining unit for the purposes of negotiating a collective bargaining agreement; repeals staff of the legislative branch of the state from the list of individuals not included in any appropriate bargaining unit.
Illinois	2020	HB 4587	Failed	Amends the Public Labor Relations Act, provides for the right to organize and bargain collectively for legislative assistants of the General Assembly as public employees under the Act.
Illinois	2021	HB 646	Failed	Amends the Public Labor Relations Act; provides for the right to organize and bargain collectively for legislative assistants of the General Assembly as public employees under the Act.

State	Year	Bill No.	Status	Summary
Illinois	2021	SB 2458	Failed	Amends the Public Labor Relations Act; provides for the right to organize and bargain collectively for legislative assistants of the General Assembly as public employees under the Act.
Illinois	2023-24	HB 4146	Pending	Creates the Legislative Employee Labor Relations Act; authorizes legislative employees to bargain collectively through the representatives of their choosing on questions of wages, hours, and other conditions of employment; specifies that the General Assembly is not required to bargain on specified matters of inherent managerial policy; establishes the Office of State Legislative Labor Relations; directs the Office of State Legislative Labor Relations to manage the interests of the General Assembly.
Kentucky	2020	HB 231	Failed	Grants right to collective bargaining by public employees. Defines public employees as employee of executive, legislative and judicial branches.
Kentucky	2022	HB 592	Failed	Grants right to collective bargaining by public employees. Defines public employees as employee of executive, legislative and judicial branches.
Massachusetts	2019	HB 1613	Failed	Grants legislative employees right to unionize.
Massachusetts	2023-24	HB 2435/SB 2014	Pending	Relates to collective bargaining rights for legislative employees.
Minnesota	2019	SB 1075	Failed	Relates to state government; permits legislative employees to obtain elections for exclusive representation to bargain collectively as to terms of employment.
Minnesota	2022	SB 3952	Failed	Relates to state government; permits legislative employees to obtain elections for exclusive representation to bargain collectively as to terms of employment.
Minnesota	2023	HB 77/SB 83	Failed	Relates to state government; permits legislative employees to obtain elections for exclusive representation to bargain collectively as to terms of employment.

State	Year	Bill No.	Status	Summary
New Hampshire	2019	HB 363	Failed	Establishes the legislature as a public employer under the Public Employee Labor Relations Act; establishes procedures for collective bargaining by nonpartisan employees
New Hampshire	2019	SB 249	Failed	Establishes the legislature as a public employer under the Public Employee Labor Relations Act; establishes procedures for collective bargaining by nonpartisan employees.
New Hampshire	2022	HB 1041	Pending	Establishes the legislature as a public employer under the Public Employee Labor Relations Act; establishes procedures for collective bargaining by nonpartisan employees.
New Hampshire	2024	HB 134	Failed	Establishes the legislature as a public employer under the Public Employee Labor Relations Act and establishes procedures for collective bargaining by nonpartisan employees.
New York	2021	A 109	Pending	Relates to the designation and rights of legislative employees; designates employees of the legislature as being in the exempt class of classified service and includes the legislature as a public employer.
Ohio	2020	HB 733	Failed	Makes employees of the General Assembly and any state agency of the legislative branch subject to the Public Employees' Collective Bargaining Law; requires a public employer to collectively bargain with an exclusive representative of those employees.
Oregon	2021	SB 759	Enacted	Grants legislative employees right to unionize.
Vermont	2024	HB 860	Failed	Relates to granting collective bargaining rights to employees of the general assembly.
Washington	2019	HB 1452	Failed	Extends collective bargaining rights to employees of the legislative branch of state government.
Washington	2019	SB 5691	Failed	Extends collective bargaining rights to employees of the legislative branch of state government.
Washington	2022	HB 1806/ SB 5753	Failed	Extends collective bargaining rights to employees of the legislative branch of state government.
Washington	2022	HB 2124	Enacted	Concerns extending collective bargaining to legislative employees.
Washington	2024	HB 2325	Failed	Concerns state legislative employee collective bargaining.
Washington	2024	HB 2484	Failed	Exempts certain collective bargaining activities by legislative employees from state ethics restrictions.

State	Year	Bill No.	Status	Summary
Washington	2024	SB 6194	Enacted	Relates to State legislative employee collective bargaining; provides that the Public Employment Relations Commission must adopt certain rules; provides that if an employee organization has been certified as the exclusive bargaining representative of the employees of multiple bargaining units, the employee organization may act for and negotiate a master collective bargaining agreement that includes within the coverage of the agreement all covered employees in the bargaining units.

Appendix B

Minnesota State Legislature Union Representation Study

Minnesota Legislative Coordinating Commission on behalf of the Minnesota Legislature

September 18, 2024

Rethink Possible.

Contents

Executive Summary

Under the 2023 Minnesota Laws, Chapter 62, Article 2, Section 130, the National Conference of State Legislatures is mandated to prepare a report on the status of employee collective bargaining (union representation) rights within state legislatures. The objectives of this report are to:

1. Examine issues related to collective bargaining for employees of the House of Representatives, the Minnesota Senate, and joint legislative offices.
2. Provide recommendations for best practices and options for the legislature to consider in implementing and administering collective bargaining for these employees.

To support this initiative, the Minnesota Legislative Coordinating Commission engaged the Center for Effective School Operations, Human Resources division (CESO HR) to conduct a survey and interviews with employees from the House, Senate, and joint legislative offices. The objective of this survey and the interviews was to gather insights on matters related to union representation within the legislature.
CESO HR completed the survey for 657 designated positions in the House, Senate, and joint legislative offices. Additionally, CESO HR interviewed 70 employees as representative samples from these offices. The primary purposes of the study that the Minnesota Legislative Coordinating Commission identified included:

1. Gathering input on the topic of union representation in the legislature from employees of the senate, house of representatives, and the joint offices of the legislature.
2. Conducting a survey of all employees on these matters and conduct interviews with representative samplings of employees in each type of position. This included the legislative body, joint legislative offices, heads of nonpartisan legislative offices, the executive director of the Legislative Coordinating Commission, the chief clerk of the house of representatives, the secretary of the senate, and the human resources directors of the house of representatives and the senate.
3. Submitting a report on the findings and providing conclusions that address considerations on the following issues:
    a. the employee groups in the house of representatives, the senate, and legislative agencies for which collective bargaining may or may not be appropriate.

b. mandatory, permissive, and prohibited subjects of collective bargaining.

The following study documents CESO HR's review and evaluation of employees' insights on the topic of union representation in the Minnesota State Legislature.

Introduction

The Minnesota Legislative Coordinating Commission retained the Center for Effective School Operations Human Resources division (CESO HR) to conduct a union representation study in May of 2024. CESO HR completed this study between June 2024 and September 2024.

CESO HR conducted a union representation survey of all staff in the House, Senate, and joint legislative offices to request information about union representation in the legislature. The survey yielded a 79% response rate.

To gather additional information on the topic of union representation in the legislature, CESO HR also conducted 70 employee interviews that included representative samplings from each type of position. This included each legislative body and joint legislative offices, heads of nonpartisan legislative offices, the executive director of the Legislative Coordinating Commission, the chief clerk of the house of representatives, the secretary of the senate, and the human resources directors of the house of representatives and the senate. The sampling consisted of 28 employees from the House, 30 employees from the Senate, and 12 employees from the joint legislative offices. Employees were chosen through a combination of mandatory interviews and a randomized selection process, ensuring that each type of position was adequately represented in the sample.

CESO HR analyzed survey and interview data to compile a comprehensive report reviewing the employee responses and insights on the topic of union representation in the Minnesota State Legislature.

Methods

CESO HR used the following methods to complete the union representation study and report for the Minnesota Legislative Coordinating Commission:

1. CESO HR met with the Minnesota Legislative Coordinating Commission committee as well as additional stakeholders from the Minnesota State Legislature to establish a working relationship, discuss project goals and deliverables, and outline the process in June 2024.
2. CESO HR created and distributed a union representation survey to all staff in the House, Senate, and joint legislative offices in July 2024. Employees responded to questions on job satisfaction and treatment, compensation and benefits, union interest, union structure, bargaining topics, and union impact and outlook. Employees were also able to provide additional comments on the topic.
3. CESO HR conducted interviews with representative samplings of employees from each type of position and the list of employees provided by the Minnesota Legislative Coordinating Commission to gather additional information about union representation in the legislature. CESO HR conducted interviews from July 2024 – August 2024.
4. CESO HR analyzed survey and interview data to provide the Minnesota Legislative Coordinating Commission with a report of findings.

Please note that all numerical values are approximate and subject to rounding. Additionally, percentages may not sum to 100%, as not all respondents answered every question.

In the analysis of employee comments and interview feedback, key themes were identified based on the responses of at least 10% of participants who expressed similar views.

Results

The results below offer a detailed analysis of the responses from the recent employee union representation survey, along with insights from employee comments and interviews. The data is categorized by topic area—covering employee satisfaction, concerns, union experience, interest in unionization, union-related concerns, and union structure—emphasizing key metrics across various employee groups. Additionally, this section examines the correlations between satisfaction scores and specific workplace factors.

Survey Response Rate

CESO HR sent the survey to 657 employees. A total of 517 employees responded for a response rate of 79% as shown in Figure 1. A 79% response rate to the online survey significantly exceeds the typical national average for online surveys, which generally falls much lower, indicating a strong level of engagement from participants. Of the 258 House employees surveyed, 199 responded, resulting in a 77% response rate. For the Senate employees, 160 out of 208 responded, resulting in a 77% response rate. Among the 191 joint legislative office employees surveyed, 158 responded, resulting in an 83% response rate.

The response distribution by legislative body was 30% (199 employees) from the House, 24% (160 employees) from the Senate, and 24% (158 employees) from joint legislative offices. (Due to rounding to the nearest whole number, the total is 78%, which differs slightly from the sum of these values.) All joint legislative offices were represented, with a majority of employees (at least 60%) providing responses from each office.

Among the employees who responded, 48% were from those in a nonpartisan office, while 31% were from those in a partisan office. Overall, the DFL caucus consisted of 21% of respondents while the GOP/Republican caucus consisted of 10% of respondents. Both the DFL and the GOP/Republican caucuses had a majority response to the survey, with over 60% of participants in each group providing feedback.

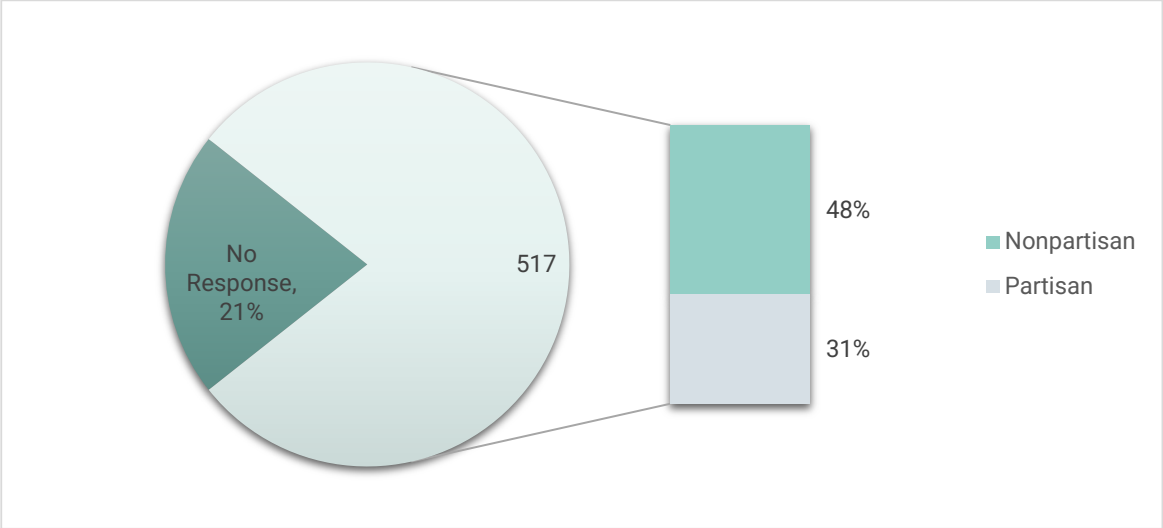

Figure 1: Employee survey response rate

Table 1 contains the survey response by employee position. 35 employees preferred not to answer the question.

Table 1: Total survey response rate by employee position

Employee Position	Response %	Response #
Partisan - Committee Administrator	5.22%	27
Partisan - Leadership Staff	4.45%	23
Partisan - Legislative Assistant	16.25%	84
Partisan - Other	5.61%	29
Partisan - Research	5.42%	28
Partisan - Supervisor/Lead Worker	0.97%	5
Nonpartisan - Administrative (Such as Aide, Assistant, Clerk, Indexer, Specialist, Student Worker)	9.48%	49
Nonpartisan - Department Head	4.26%	22
Nonpartisan - Elected/Constitutional	0.58%	3
Nonpartisan - Supervisor/Lead Worker	8.32%	43
Nonpartisan - Technical/Non-Administrative (Such as Attorney/Counsel, Auditor, Budget Analyst, Editor, Fiscal Analyst, Fiscal Services, Front Desk, Human Resources, Information/Technology, Librarian, Media Production, Program Evaluator, Researcher, Writer)	32.69%	169
Prefer not to answer	6.77%	35
Total Response	100%	**517**

Figure 2 contains the results of the survey question related to length of service. 62% of respondents reported being employed in the Minnesota Legislature for four years or more, while 38% were employed for less than four years.

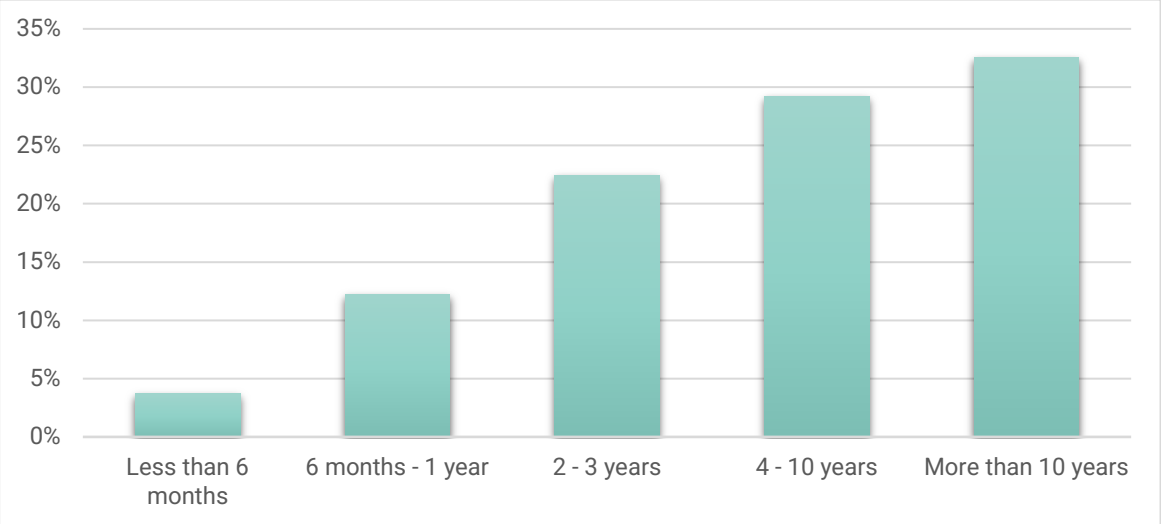

Figure 2: Employee length of service in the Minnesota State Legislature

Employee Satisfaction

Overall Satisfaction with Job and Work Conditions

Figure 3 contains the results from the survey question related to job satisfaction. Approximately 85% of employees reported being satisfied or very satisfied with their current job and work conditions. Satisfaction level was nearly identical for both employees with four or more years of tenure and those with less than four years at the Minnesota Legislature.

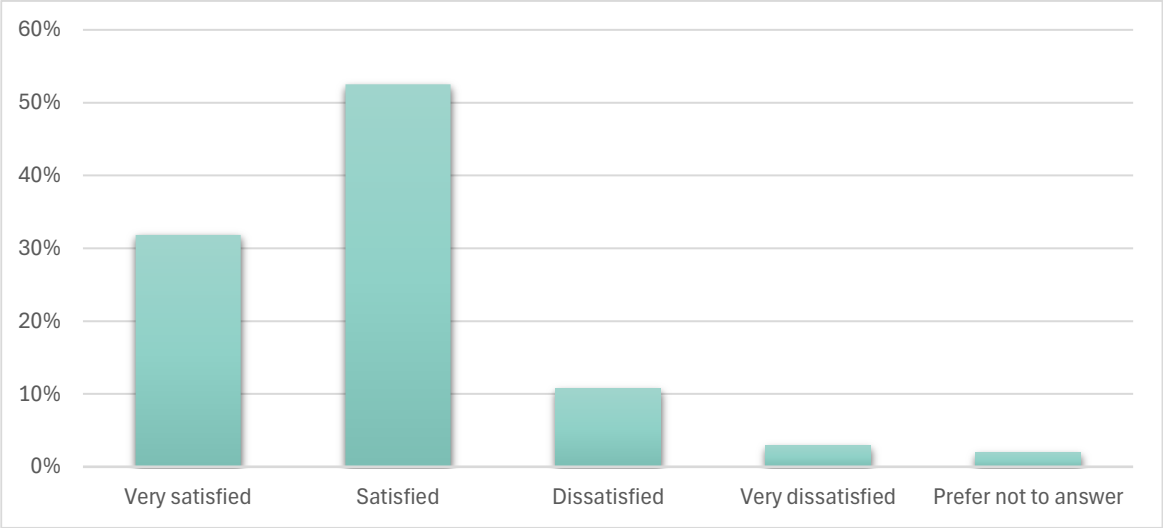

Figure 3: Overall employee response to question, "All things considered, how satisfied are you with your current job and the conditions under which you work in the House, Senate, or joint legislative office?"

Figure 4 shows the job satisfaction results within each legislative body. The group reporting the highest satisfaction rate was in the joint legislative offices with 90% reporting satisfied or very satisfied. The House legislative body had the highest percentage of respondents reporting dissatisfied or very dissatisfied (18%).

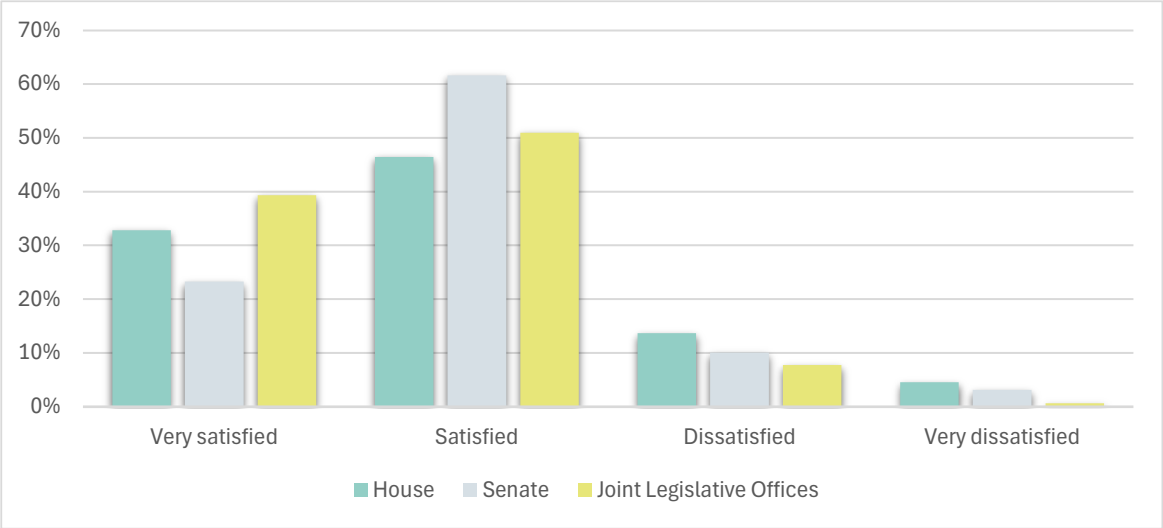

Figure 4: House, Senate, and joint legislative offices employee response to question, "All things considered, how satisfied are you with your current job and the conditions under which you work in the House, Senate, or joint legislative office?"

As seen in Figure 5, the partisan employees reported lower levels of job satisfaction than the nonpartisan employees. Approximately 86% of nonpartisan employees reported being satisfied or very satisfied with their job and work conditions, compared to 81% of partisan employees. 37% of nonpartisan employees responded as very satisfied, while 24% of partisan employees reported the same. Similarly, the percentage of employees expressing dissatisfaction or strong dissatisfaction was 12% in the nonpartisan group compared to 17% in the partisan group.

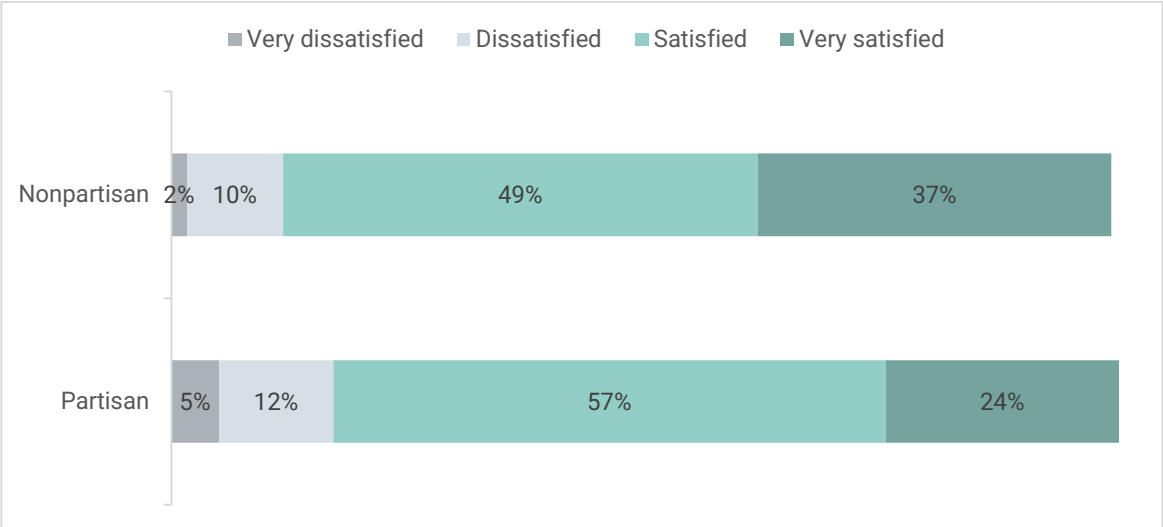

Figure 5: Nonpartisan/ partisan employee response to question, "All things considered, how satisfied are you with your current job and the conditions under which you work in the House, Senate, or joint legislative office?"

Satisfaction with Specific Work Conditions

Figure 6 contains satisfaction results about specific work conditions. Over 50% of employees expressed satisfaction with each condition. The highest levers of satisfaction reported were benefits with 88% of employees reporting satisfaction, fair treatment with 70%, and work hours with 63%.

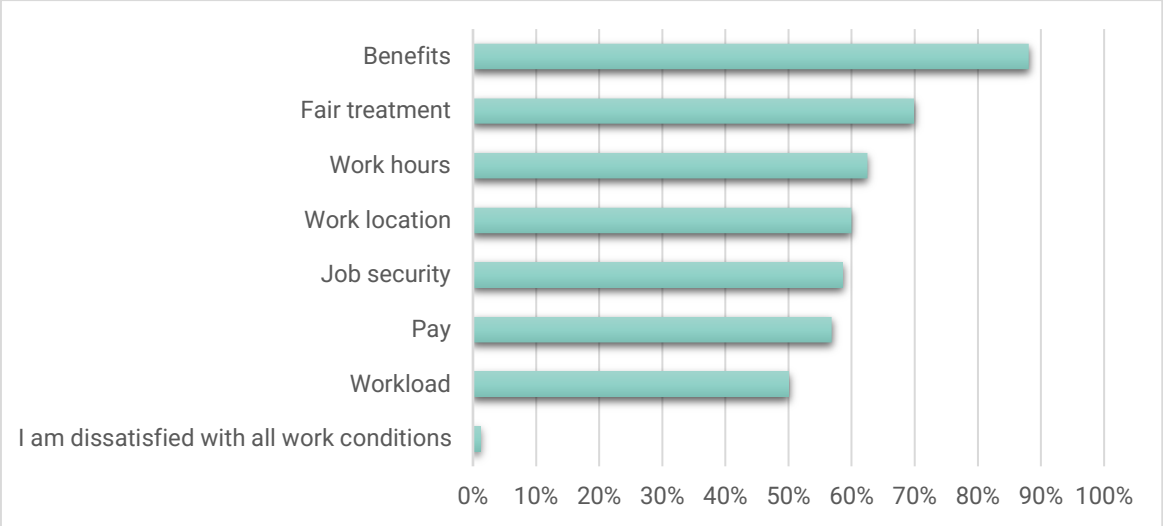

Figure 6: Overall employee response to question, "Please select all work conditions with which you are currently satisfied, if any."

Employees also expressed through comments and interviews that they were satisfied with the work conditions listed below, which were the most frequently shared insights and perspectives from employees.

- *Colleagues: Appreciation for coworkers who enjoy their work*
- *Job flexibility: Ability to plan work schedule, work remotely, receive compensatory time, or maintain a healthy work-life balance*
- *Job responsibilities: Having meaningful, engaging, fulfilling, and challenging work*

When reviewing satisfaction by nonpartisan and partisan status, 66% of nonpartisan employees reported that they were satisfied with pay compared to 42% of partisan employees. Likewise, 74% of nonpartisan employees reported that they were satisfied with job security compared to 35% of partisan employees. Figure 7 shows the satisfaction of work conditions across the nonpartisan and partisan groups.

In each legislative body, benefits had the highest level of employee satisfaction of the working conditions surveyed. Fair treatment was also among the top three highest-rated

work conditions for all legislative bodies. The third highest-rated work conditions varied by group: work hours for the House, job security for the Senate, and work location for the joint legislative offices. Finally, job security was in the top three responses for the House and Senate nonpartisan groups but not for the partisan groups.

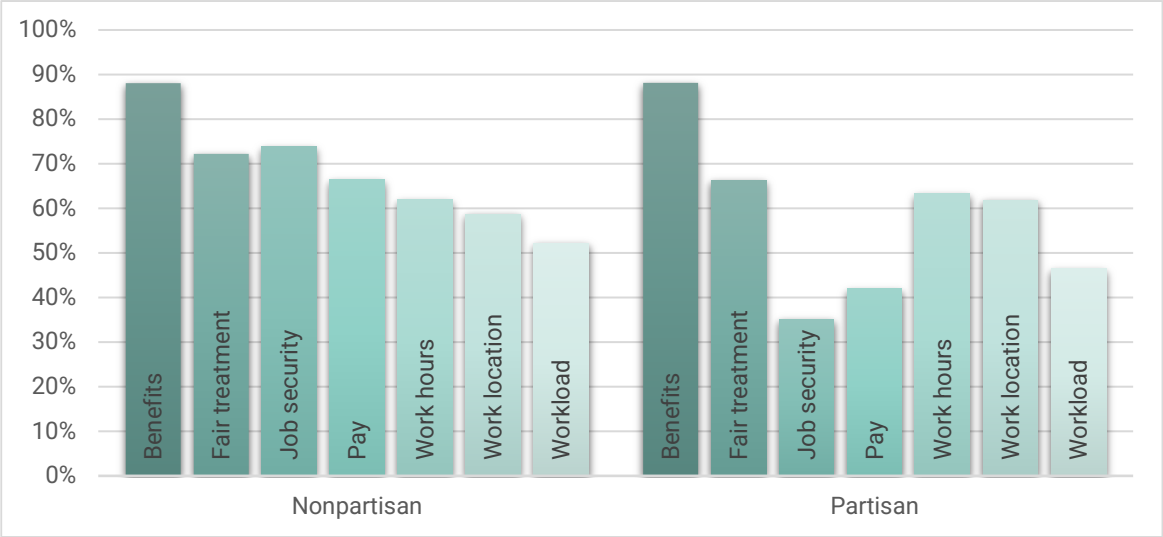

Figure 7: Nonpartisan/partisan employee response to question, "Please select all work conditions with which you are currently satisfied, if any."

Employees also expressed through comments and interviews which employment factors were most important to them listed below, which reflect the most frequently shared insights and perspectives from employees.

- *Pay and benefits*
- *Work-life balance: A balance of work hours, time off, and flexibility*
- *Work environment*
- *Support of team and supervisor*

Satisfaction with Treatment

Figure 8 contains results related to reported employee treatment. Most employees responded that staff and supervisors always fairly and respectfully treated them. For legislative members and individuals outside the organization, however, the highest percentage of employees indicated they were treated fairly and respectfully most of the time. This response pattern was consistent across all employee groups.

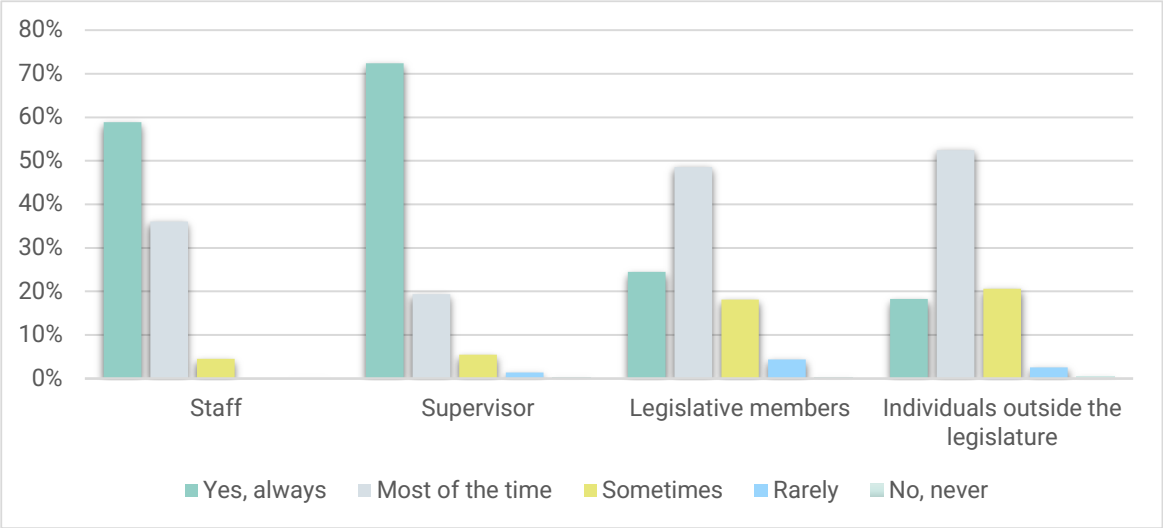

Figure 8: Overall employee response to question, "Do you feel you are treated fairly and respectfully by the following groups?"

Satisfaction with Total Compensation

Figure 9 contains results related to compensation. Most employees indicated they were either satisfied or very satisfied with their total compensation. Regarding salary, most employees responded they were satisfied, a sentiment consistent across all employee groups. Additionally, most employees responded they were very satisfied with benefits, including benefits provided through the State Employee Group Insurance Program (medical, dental, life, and disability) and other benefits such as compensated time, hybrid work during interim, and holidays. This response was consistent among House and Senate employees. Most employees in the joint legislative offices, however, reported being satisfied with both types of benefits.

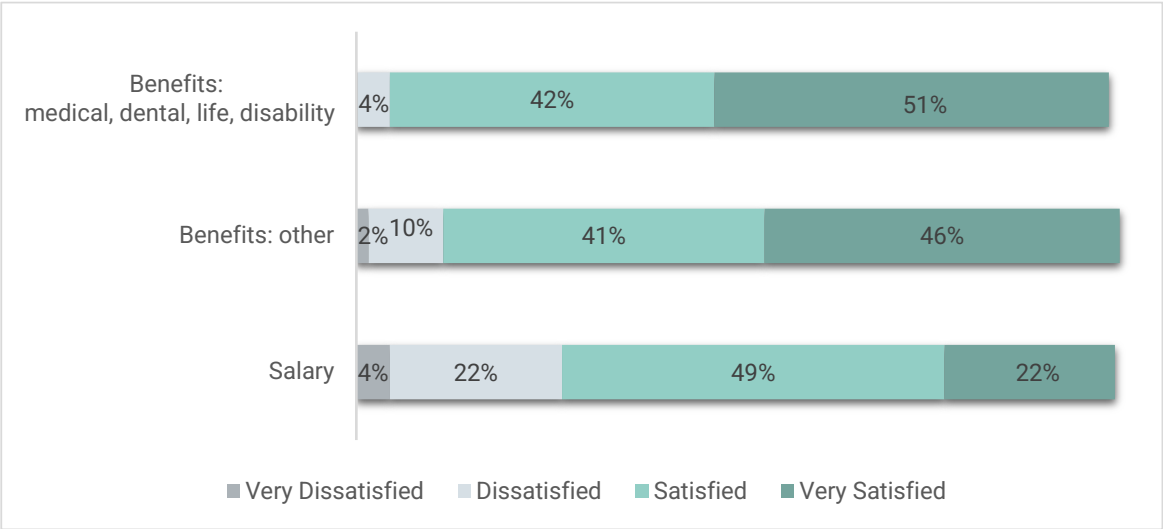

Figure 9: Overall employee satisfaction with total compensation

Figure 10 contains results about respondents' feelings about total compensation compared to other public sector organizations. The highest percentage of employees thought their total compensation was about the same compared to similar positions in other government organizations. This response was consistent across all legislative bodies.

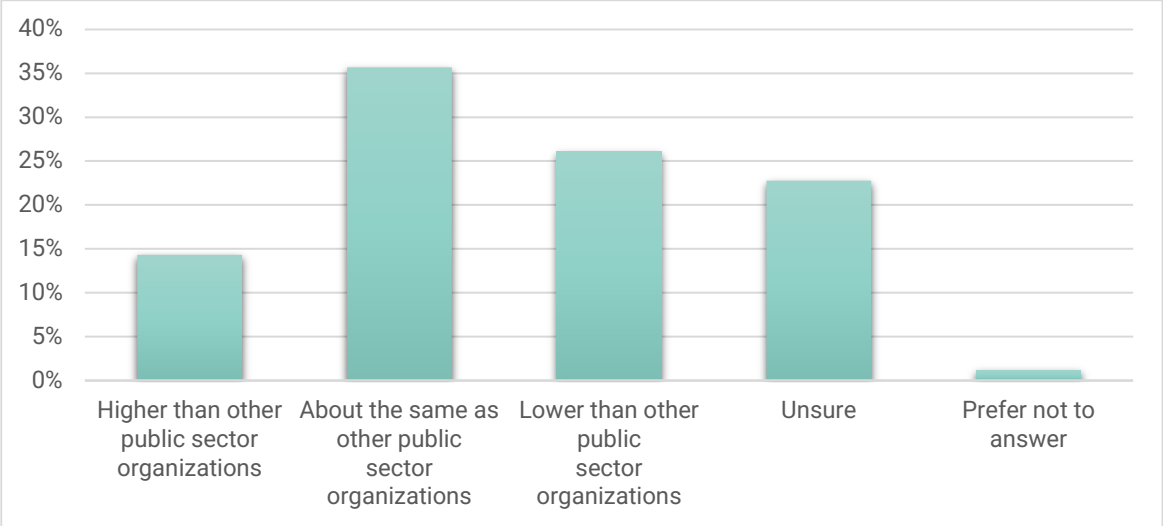

Figure 10: Overall employee response to question, "How do you think your total compensation (the combination of salary, medical, dental, retirement, and other employer-provided benefits together) compares to similar positions in other government organizations in other government organizations in the Twin Cities metropolitan area?"

Figure 11 shows perceptions of compensation split by nonpartisan and partisan employees. The nonpartisan employees had the highest percentage think their total compensation was about the same compared with similar positions. The partisan employees had the highest percentage think their total compensation was lower than similar positions.

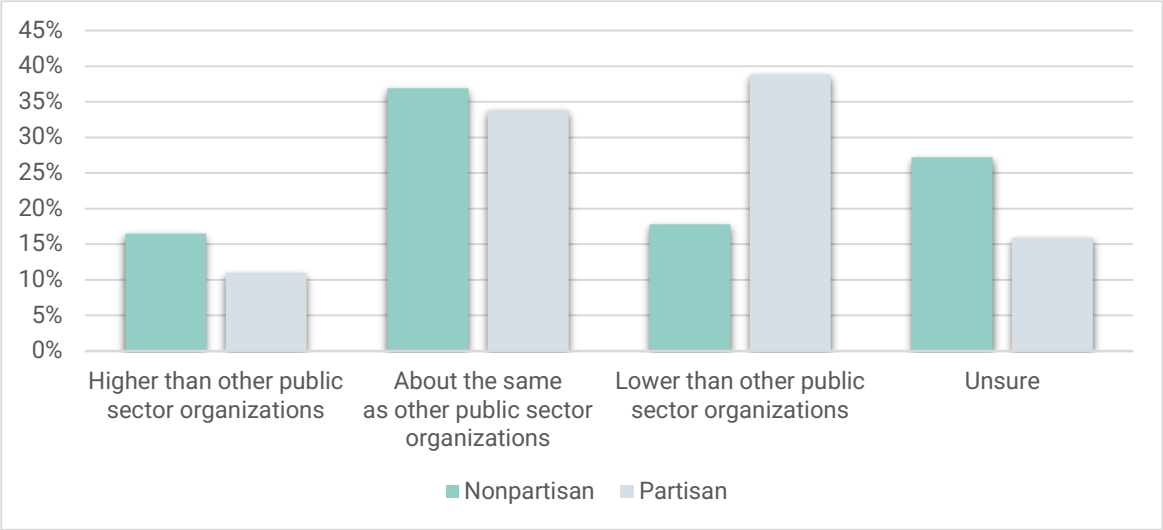

Figure 11: Nonpartisan/partisan employee response to question, "How do you think your total compensation (the combination of salary, medical, dental, retirement, and other employer-provided benefits together) compares to similar positions in other government organizations in the Twin Cities metropolitan area?"

Employee Concerns

Figure 12 contains information about the level of employee concern with various employment factors. The factors with the highest level of combined medium and high concern responses were pay with 71%, job security with 61%, and benefits with 58%.

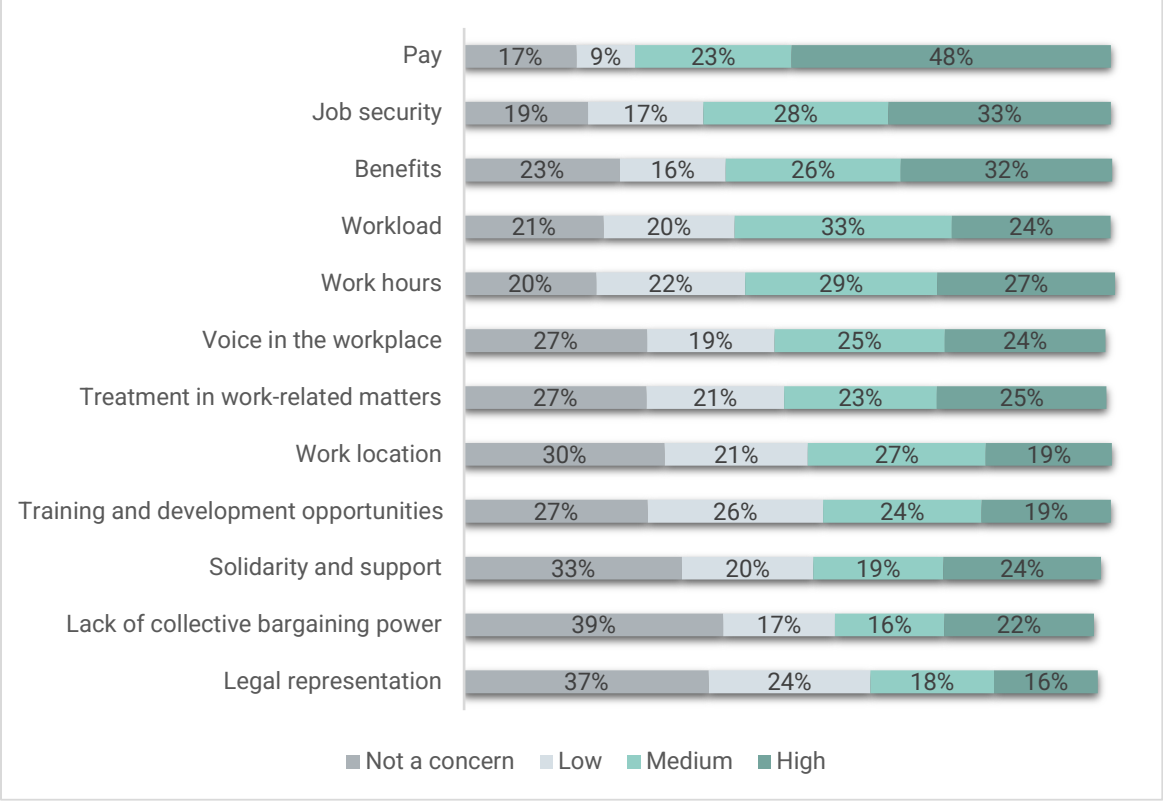

Figure 12: Overall employee response to question, "Which employment factors are you concerned about, if any? Please prioritize these factors with High indicating your highest level of concern."

Among nonpartisan/partisan and caucus groups, a higher percentage of employees in the partisan group reported medium or high concern about most employment factors compared to the nonpartisan group, with the exceptions of benefits, work hours, and work location. Work location showed the largest percentage difference among the three with 51% of nonpartisan employees versus 37% of partisan employees having medium or high concern.

Table 2 contains basic satisfaction results for each legislative body. Across each group, the greatest number of employees expressed medium or high concern about pay. Additional medium or high concerns expressed by all legislative bodies were benefits, job security, work hours, and workload. Additionally, work location was considered a medium or high concern for only the joint legislative offices employees while treatment in work-related matters and voice in the workplace were considered medium or high concerns for only House and Senate employees. The chart below highlights the employment factors that each legislative body identified as medium or high concerns (checked) compared to those considered low or not a concern (unchecked). To be classified as a medium or high concern, the combined response rate for these levels needed to exceed 50%.

Table 2: Employment factors of medium or high concern (combined response rate exceeding 50%) to the House, Senate, and Joint Legislative Offices

	House	Senate	Joint Legislative Offices
Benefits	☑	☑	☑
Job security	☑	☑	☑
Lack of collective bargaining power	☐	☐	☐
Legal representation	☐	☐	☐
Pay	☑	☑	☑
Solidarity and support	☐	☐	☐
Training and development opportunities	☐	☐	☐
Treatment in work-related matters	☑	☑	☐
Voice in the workplace	☑	☑	☐
Work hours	☑	☑	☑
Work location	☐	☐	☑
Workload	☑	☑	☑

For House and Senate partisan and nonpartisan employees, the medium or high concerns shared among the House, Senate, and joint legislative offices were shared among partisan and nonpartisan employees. Most of the concerns deemed as low or not concerns among all the legislative bodies (i.e., lack of collective bargaining power, solidarity and support,

and training and development opportunities) were considered medium or high concerns for House and Senate partisan employees and low or not concerns for House and Senate nonpartisan employees.

Employees also reiterated or expressed through comments and interviews the additional employment concern below, which reflected the most frequently shared insight from employees.

- *Leader/member treatment of staff: Not treated with respect and having high turnover due to it*

Figure 13 contains results related to respondents' evaluation of concerns related to the constitutional process of lawmaking. 56% of employees indicated their concerns did not relate to it at all.

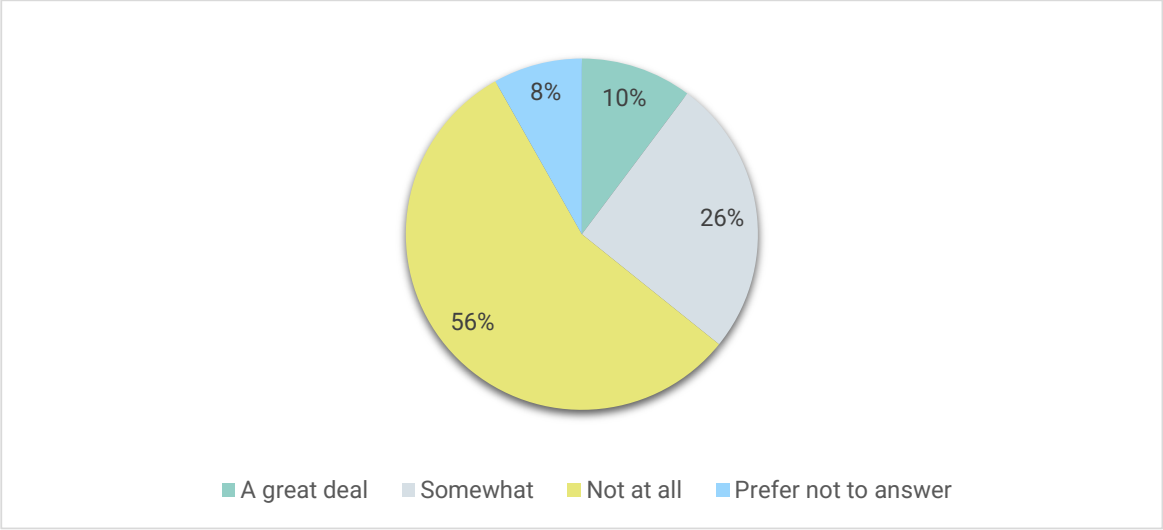

Figure 13: Overall employee response to question, "To what extent do your employment concerns relate to the constitutional process of lawmaking? (For example, the deadline for adjourning the annual legislative session; the content of members' speeches and debates; the procedural steps needed to enact a bill; etc.)"

Employees also expressed through comments and interviews how their employment concerns related to the constitutional process of lawmaking listed below, which reflected the most frequently shared insights and perspectives from employees.

- *Work hours during session need to be shorter for safety and wellbeing of employees*
- *Extended work hours during the session are necessary to ensure deadlines are met and to avoid disrupting current processes.*

Figure 14 contains results related to whether respondents felt that a union would address their employment concerns. Overall, the largest percentage of employees thought a union would not address their employment concerns with 24% responding no compared to 19% responding yes. 21% thought a union would somewhat address their concerns, and 23% were unsure.

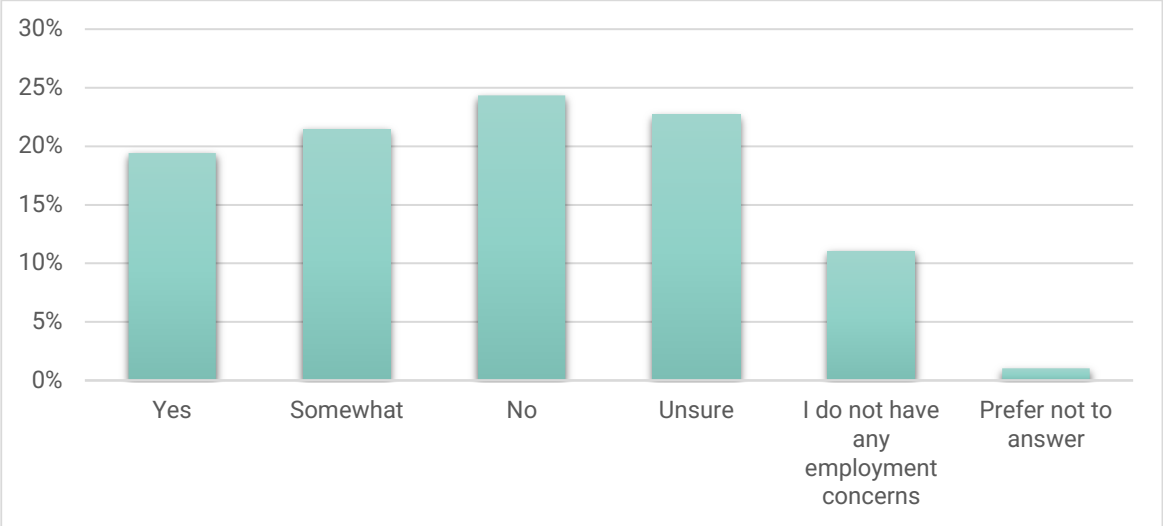

Figure 14: Overall employee response to question, "Do you think forming a union would address your employment concerns?"

Figure 15 shows results from the same question split by house, senate, and joint legislative offices. The response from employees varies among the legislative bodies. In the House, the highest percentage of employees (25%) thought a union would somewhat address their employment concerns. The highest percentage of employees in the Senate (29%) thought a union would not address their employment concerns. The highest percentage of employees in the joint legislative offices (36%) were unsure if a union would address their employment concerns.

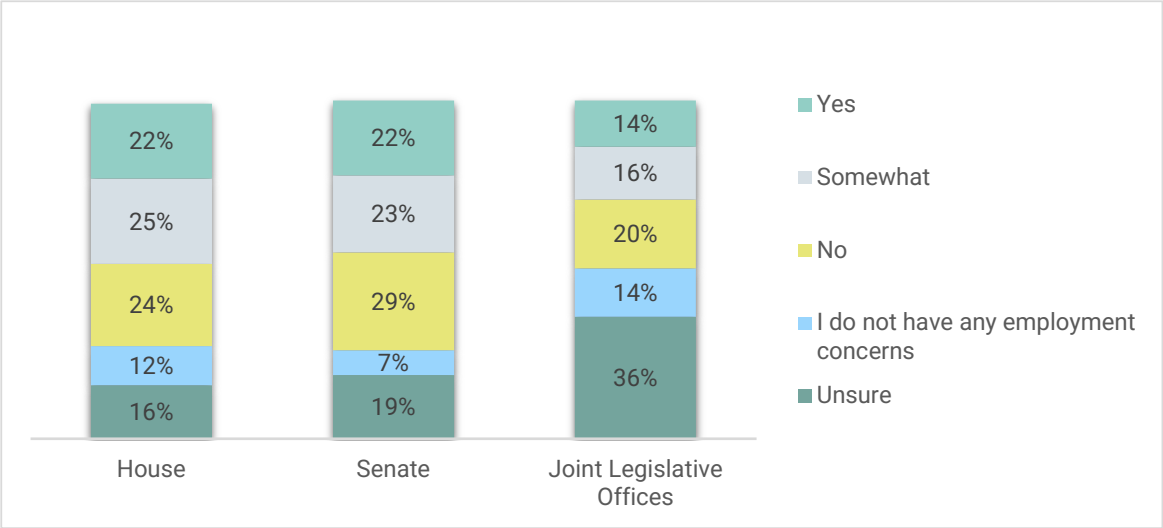

Figure 15: House, Senate, and joint legislative offices employee to question, "Do you think forming a union would address your employment concerns?"

Figure 16 splits these results by partisan and nonpartisan employees. The highest percentage of employees in the partisan group (33%) thought a union would address their employment concerns compared to 10% in the nonpartisan group. The highest percentage of employees in the nonpartisan group were unsure if a union would address their employment concerns (29%). This was consistent among the legislative bodies with House and Senate partisan groups having a higher percentage of employees that think the union would address their employment concerns than in the House and Senate nonpartisan groups.

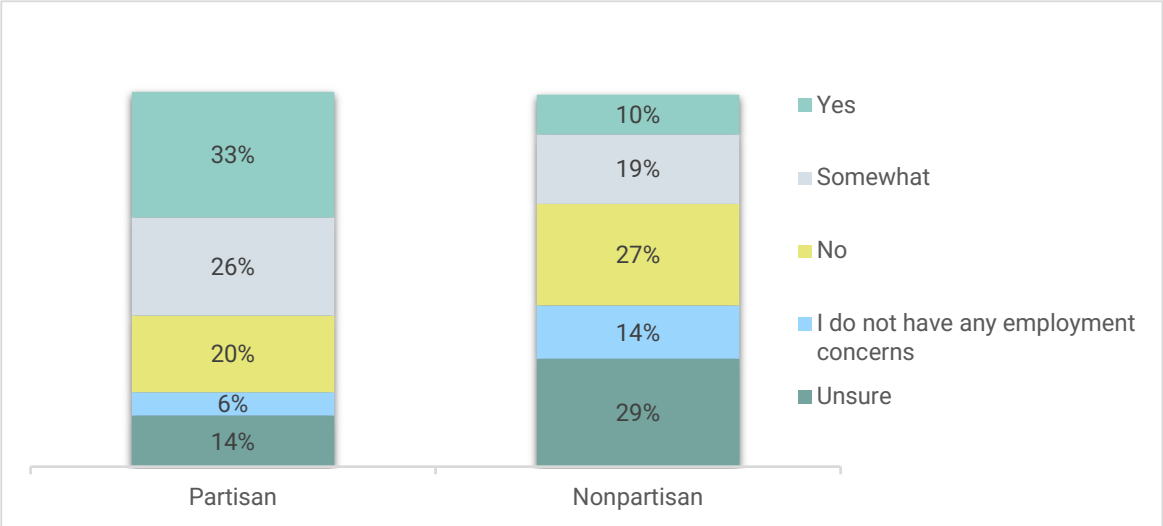

Figure 16: Nonpartisan/partisan employee response to question, "Do you think forming a union would address your employment concerns?"

Figure 17 contains results from which factors that respondents thought union representation could improve. The top three responses were pay, collective bargaining power, and a voice in the workplace. Only pay had more than 50% responding that union representation could make an improvement.

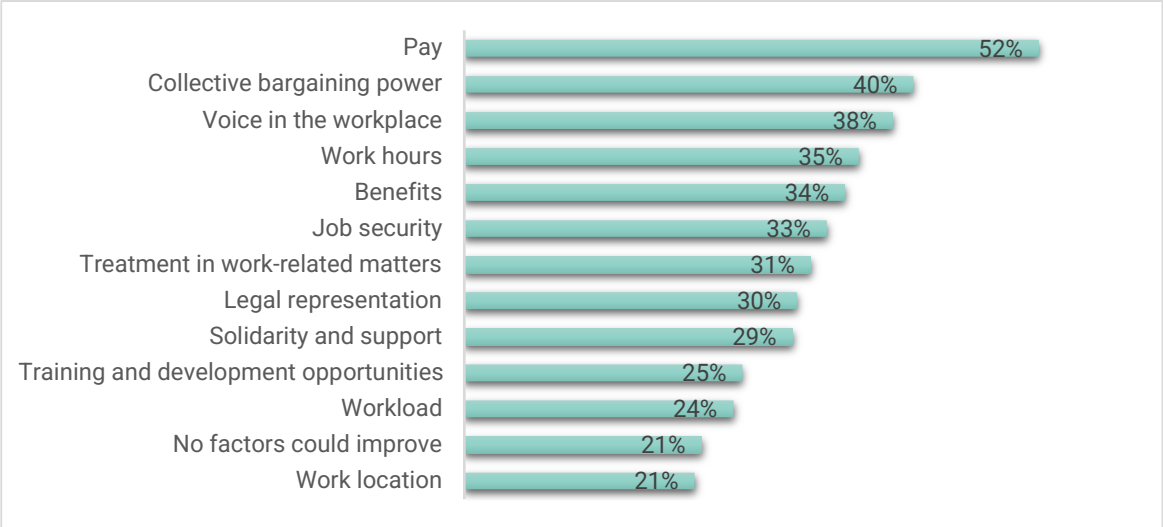

Figure 17: Overall employee response to question, "Which employment factors do you think union representation could improve in the legislature, if any? Select all that apply."

The top concerns the legislative body felt a union could help improve were pay, collective bargaining power, and voice in the workplace for both the House and Senate employees overall, as well as House and Senate Partisan employees. For employees in the joint legislative offices, the top concerns were pay, benefits, and collective bargaining power. For House and Senate nonpartisan employees, the top responses were work hours, voice in the workplace, and pay. There were differences among the caucuses on what would be improved.

Union Experience

Figure 18 contains responses related to union experience. 62% stated they had no prior union experience, while 34% indicated they did.

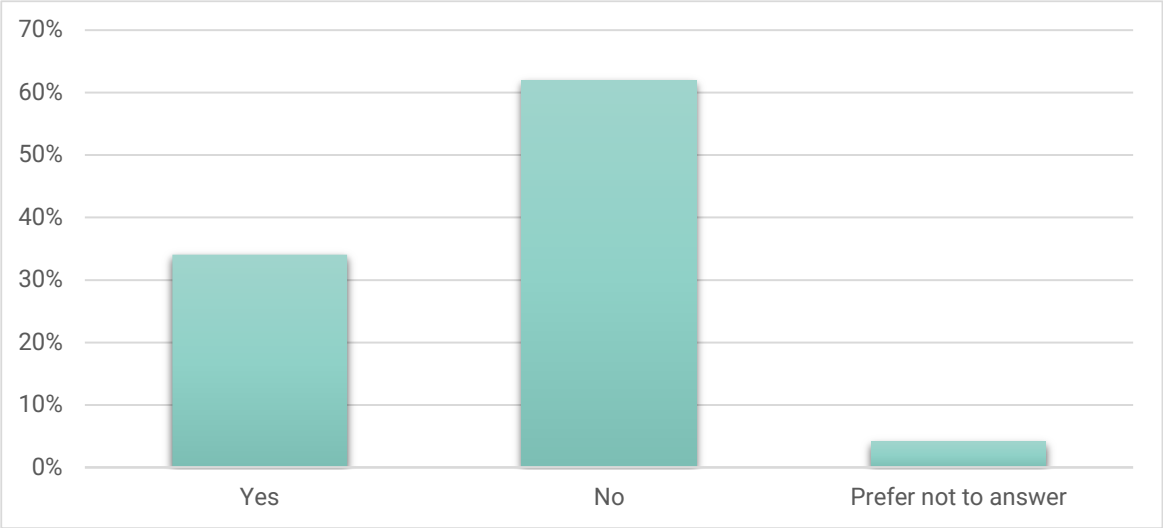

Figure 18: Overall employee response to question, "Have you ever been a member of a union or worked in a unionized environment before?"

Figure 19 contains nonpartisan and partisan information for those who responded as having previous union experience. 63% were from the nonpartisan employee group, and 37% were from the partisan employee group.

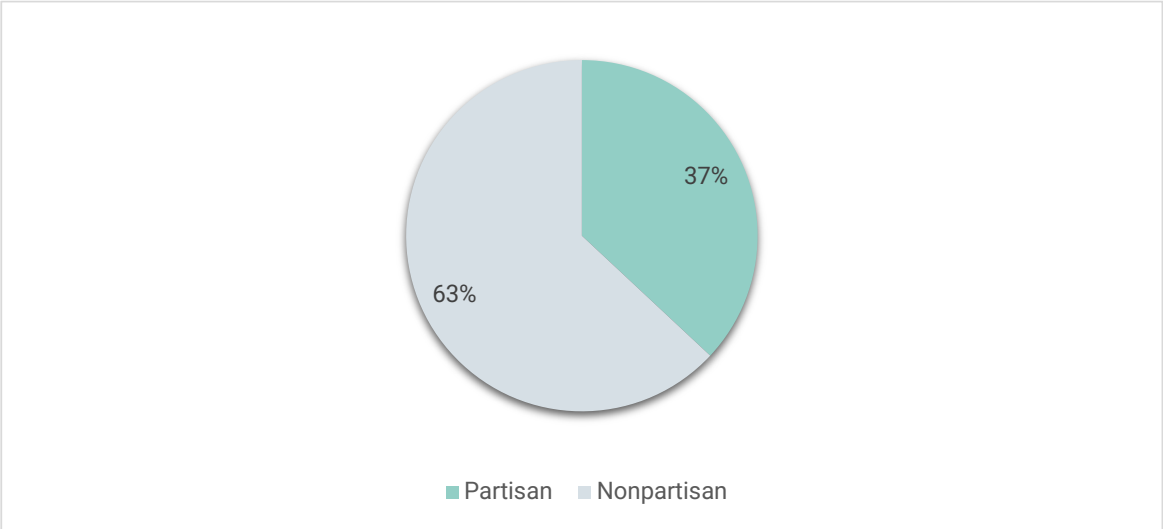

Figure 19: Nonpartisan/partisan employee response to question, "Have you ever been a member of a union or worked in a unionized environment before?"

Union Interest

Figure 20 contains results for whether employees want to be represented by a union. 31% of employees reported they did want to be represented, 33% reported being not interested, 33% reported as unsure, and 4% preferred not to answer the question.

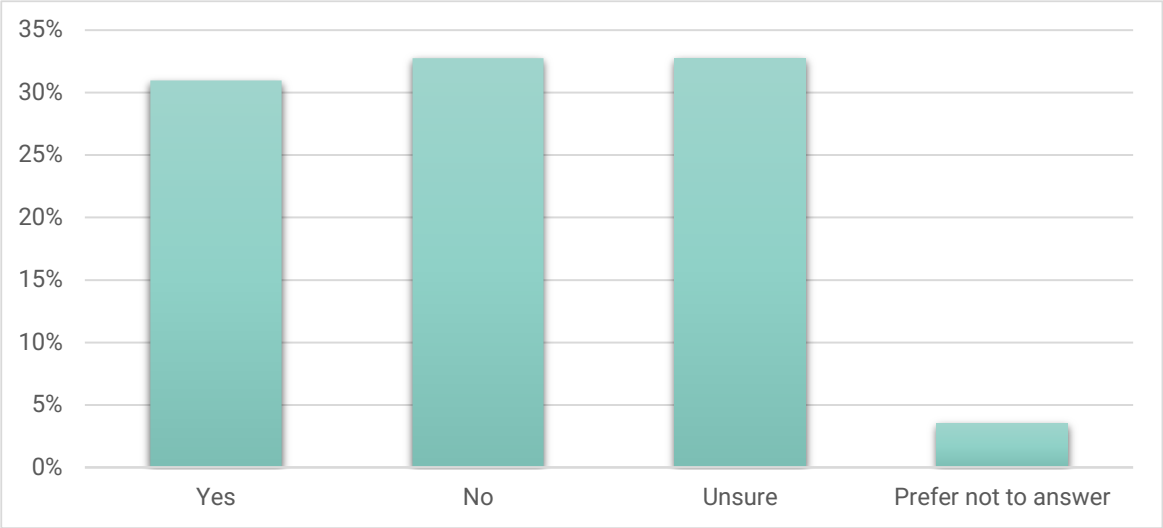

Figure 20: Overall employee response to question, "Do you want to be represented by a union?"

Figure 21 contains results for interest in union representation split by how long the respondent has been employed in the legislature. Employees with less than four years' time in the Minnesota Legislature had a larger percentage of employees respond they did want to be represented by a union (46%) than employees with greater than four years (22%).

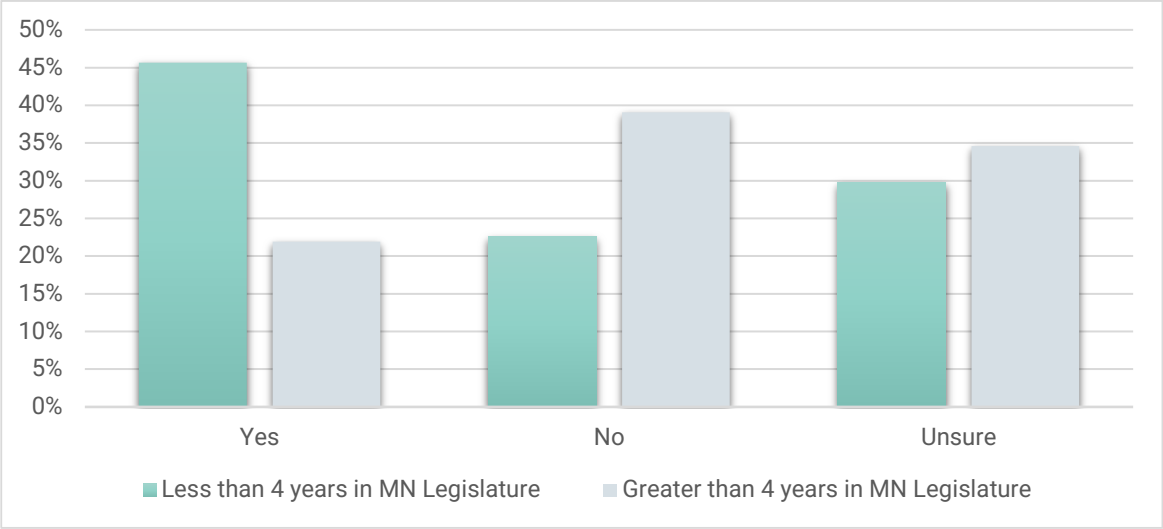

Figure 21: Interest in union representation by tenure in the Minnesota Legislature (less than 4 years and greater than 4 years)

For employees who indicated they had previous union experience, 42% do not have interest in being represented by a union. 30% were unsure, while 26% did have interest in being represented.

Figure 22 contains results for the same question split by House, Senate, and Joint Legislative Offices. Among legislative bodies, the House had the highest percentage of employees interested in union representation and the lowest percentage feeling unsure. In contrast, the joint legislative offices had the lowest percentage of employees interested in union representation and the highest percentage feeling unsure. The Senate had minimal variation across the three categories. All groups reported an approximately equal percentage of employees not interested in union representation.

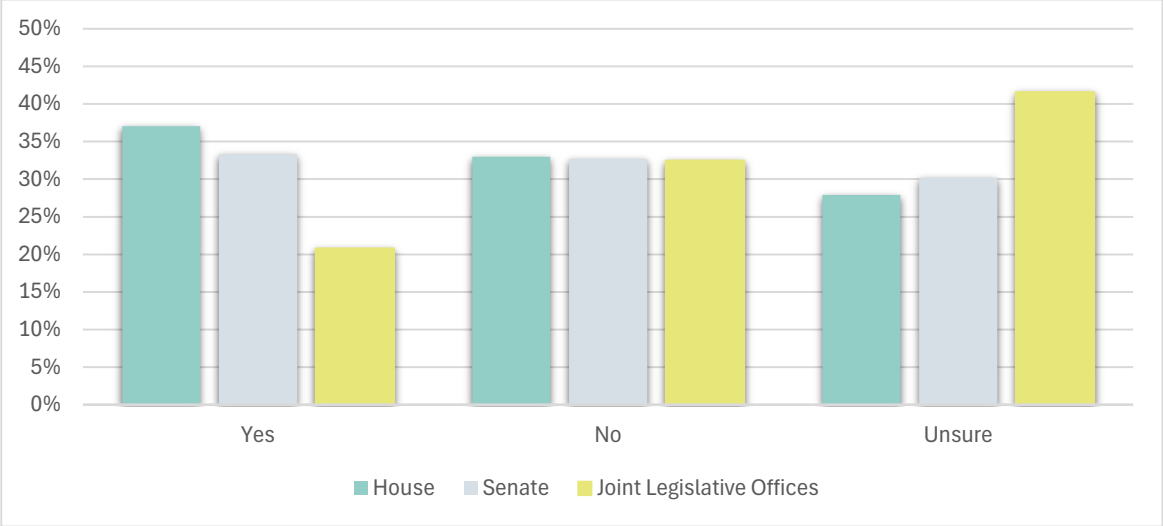

Figure 22: House, Senate, and joint legislative offices employee response to question, "Do you want to be represented by a union?"

Figure 23 contains results from the same question split by partisan and nonpartisan employees. Overall, a higher percentage of employees in the partisan group (51%) expressed interest in union representation compared to those in the nonpartisan group (18%). This was consistent within the House and Senate with the largest percentage of House and Senate partisan employees (54% and 47%) being interested in union representation while the largest percentage of House and Senate nonpartisan employees (17% and 12%) were not interested. The largest percentage of nonpartisan employees were unsure, representing 39% of responses, followed closely by 38% who were not interested. This was consistent with the joint legislative offices employees with the largest percentage of employees (42%) being unsure followed by 32% of employees who were not interested.

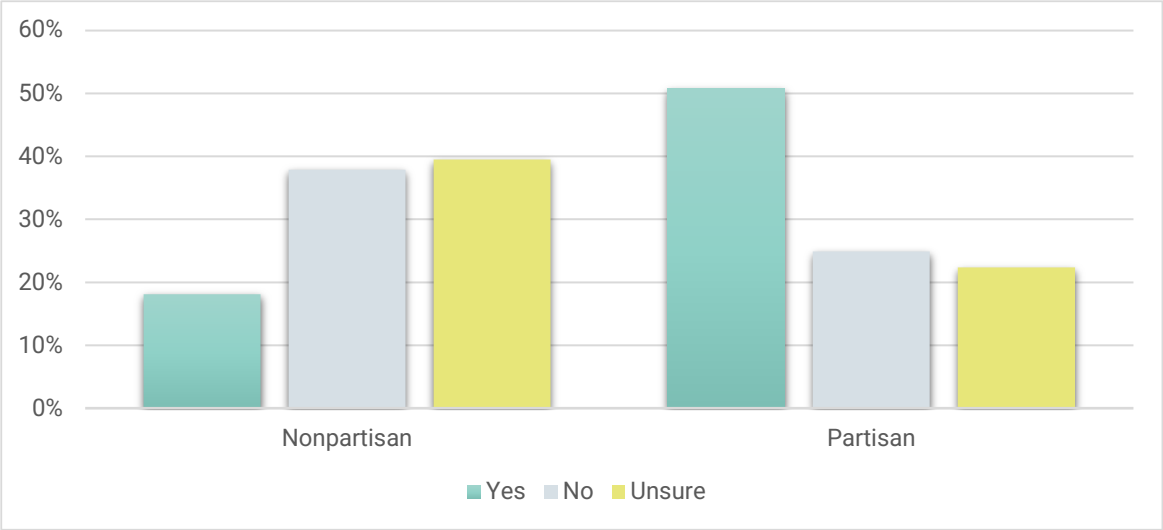

Figure 23: Nonpartisan/partisan employee response to question, "Do you want to be represented by a union?"

Employees also expressed through comments and interviews why they wanted or did not want union representation listed below, which reflected the most frequently shared insights and perspectives from employees.

Yes – want union representation

- *Desire for fair and equitable treatment: There is a lack of respect and mistreatment from leaders/members*
- *Desire for fair wages and increases: Employees would like to be involved in deciding pay structure and be clear on policies and criteria for increases*
- *Desire for basic protections and formal grievance procedures*

No – do not want union representation

- *Political perception for nonpartisan staff: Nonpartisan staff need to maintain nonpartisanship status and even the act of voting on a union could be perceived as political*
- *Currently satisfied with employer and benefits: Employees are satisfied with their work, environment, employer, and benefits and do not see a need for a union*
- *Need to meet constitutional deadlines: Do not want delays in legislative work due to reduction in hours or implementing a strike*
- *Legislative environment is too complicated: It is not a typical workplace and implements work schedules and hiring practices in a unique manner to complete work*
- *Division of employees: The political nature of unions may further divide employees based on their views*
- *Staff turnover with elections: Do not see a union environment working when staff changes every two years and majority can change*

Figure 24 contains results for whether participants foresaw changes that could influence personal decision about unionization. Most employees (73%) do not foresee any changes that would influence their decision on unionization.

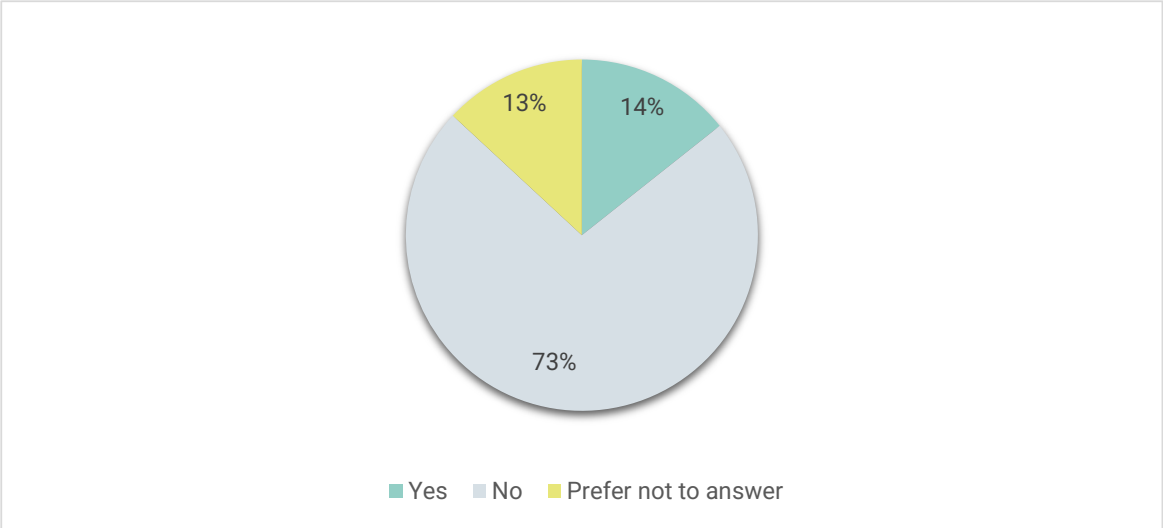

Figure 24: Overall employee response to question, "Do you foresee any changes in the legislature that might influence your decision on unionization?"

Employees also expressed through comments and interviews what types of changes they foresaw that may influence their decision on unionization listed below, which reflected the most frequently shared insights and perspectives from employees.

- *Changes with leadership/majority and elections*
- *Changes with the legislative session and whether it is year-round*

Union Concerns

Figure 25 contains responses regarding potential concerns with a union. The top concern identified was that participating in a union could create a perception of partisanship for nonpartisan staff, with 59% of employees rating it as either a medium or high concern. The next most significant concerns were union effectiveness and transparency, with 58%. Concern with the impact on workplace dynamics was third, with 56% of employees rating it as a medium or high concern.

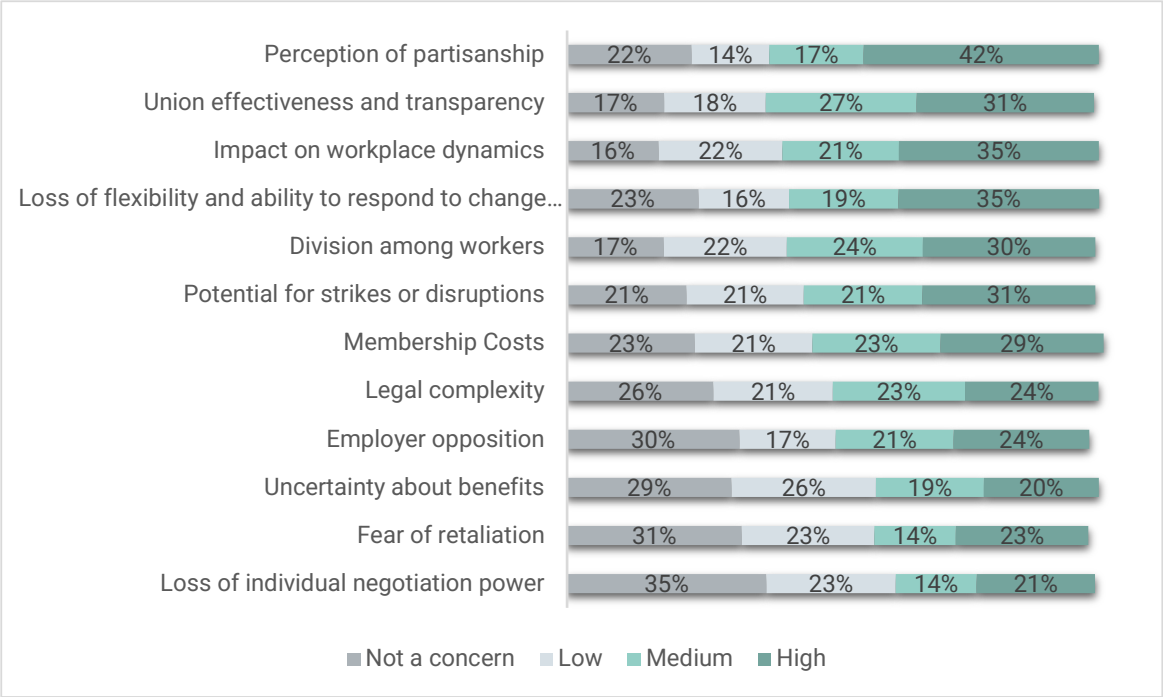

Figure 25: Overall employee response to question, "What concerns, if any, do you have about participating in a union?"

Figure 26 shows union concern results for nonpartisan and partisan groups. In the nonpartisan group, the highest percentage of employees rated eight concerns as medium or high concerns, whereas the partisan group had no concerns that received a majority rating as medium or high. The top concern for the nonpartisan group was perception of partisanship with 73% of employees rating it a medium or high concern. The top concern for the partisan group was employer opposition with 48% of employees rating is a medium or high concern.

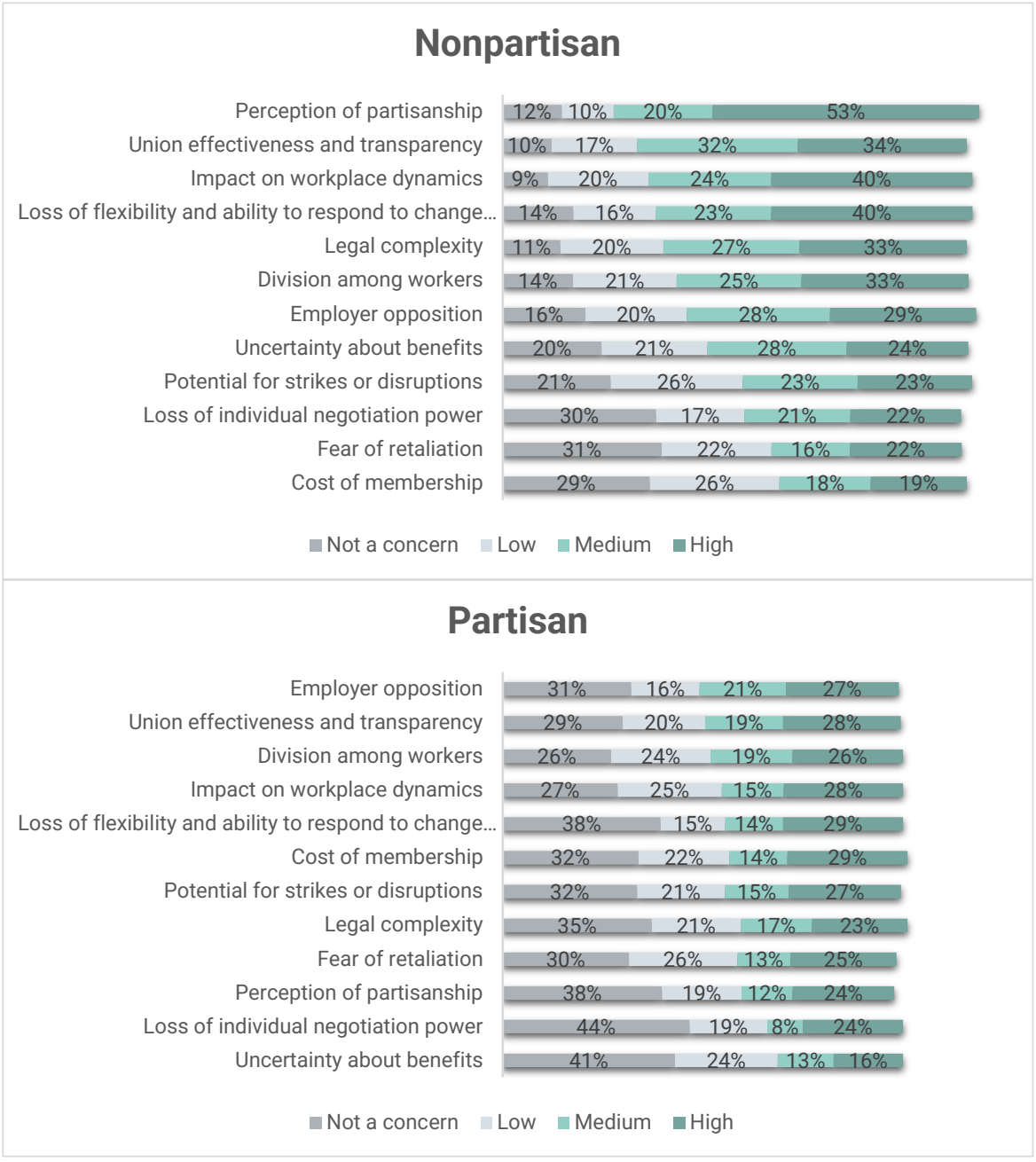

Figure 26: Nonpartisan and partisan employee response to question, "What concerns, if any, do you have about participating in a union?"

Table 3 contains a basic display of top potential concerns broken down by the legislative body. Among all the legislative bodies, there was a shared top concern of union effectiveness and transparency, with 56% of employees in both the House and the Senate, and 62% of employees in the joint legislative offices rating it as a medium or high concern. The House and Senate also both rated loss of flexibility and ability to respond to change quickly as a medium or high concern, with 57% of employees in the House and 51% of employees in the Senate rating it as a medium or high concern. An additional top concern

of employees in the House was division among workers, with 58% rating it as medium or high concern.

An additional top concern for employees in the Senate was impact on workplace dynamics, with 58% of employees rating it as medium or high concern.
Additional top concerns for employees in the joint legislative offices were participating in a union could create a perception of partisanship for nonpartisan staff, with 70%, and potential for strikes or disruptions, with 60% of employees rating them as medium or high concerns.

All three legislative bodies similarly viewed the fear of retaliation, loss of individual negotiation, and uncertainty of benefits as low or not concerns. The chart below highlights the union concerns that each legislative body identified as medium or high concerns (checked) compared to those considered low or not a concern (unchecked). To be classified as a medium or high concern, the combined response rate for these levels needed to exceed 50%.

Table 3: Union concerns of medium or high concern (combined response rate exceeding 50%) to the House, Senate, and Joint Legislative Offices

	House	Senate	Joint Legislative Offices
Employer Opposition	☐	☑	☐
Fear of Retaliation	☐	☐	☐
Impact on Workplace Dynamics	☑	☑	☑
Legal Complexity	☐	☑	☑
Loss of Individual Negotiation	☐	☐	☐
Membership Costs	☑	☑	☑
Perception of Partisanship	☑	☑	☑
Reduced Flexibility	☑	☑	☑
Strike/Disruption Potential	☑	☐	☑
Uncertainty of Benefits	☐	☐	☐
Union Effectiveness & Transparency	☑	☑	☑
Worker Division	☑	☑	☑

Within the legislative bodies, the House and Senate partisan employees rated very few concerns as medium or high while the House and Senate nonpartisan employees rated most concerns as medium or high.

Employees also reiterated or expressed through comments and interviews additional concerns about participating in a union listed below, which reflected the most frequently shared insights and perspectives from employees.

- *Concern about perception of partisanship for nonpartisan employees*
- *Concern about conflict of interest with union in legislature – do not want dues being used for political activities and campaigns; want to act in best interest of taxpayers*
- *Concern due to not wanting union representation*
- *Concern due to how to implement a union contract with so many different needs*
- *Concern due to majority changes and elections; how would a union work with 2-year cycles*

Union Structure

Groups Suitable for Union Representation

Figure 27 contains respondent sentiment about which groups were or were not suitable for union representation. This included the categories of House and Senate partisan employees, House and Senate nonpartisan employees, and joint legislative offices employees. The responses showed that joint legislative office employees received the highest percentage with 46% of employees considering it suitable, 44% considering the House and Senate nonpartisan employees suitable, and 38% considering the House and Senate partisan employees suitable for union representation. It is important to note that people from outside of a particular group could give their opinion (e.g., a partisan Senate employee gave their thoughts about whether joint legislative office employees were suitable to unionize).

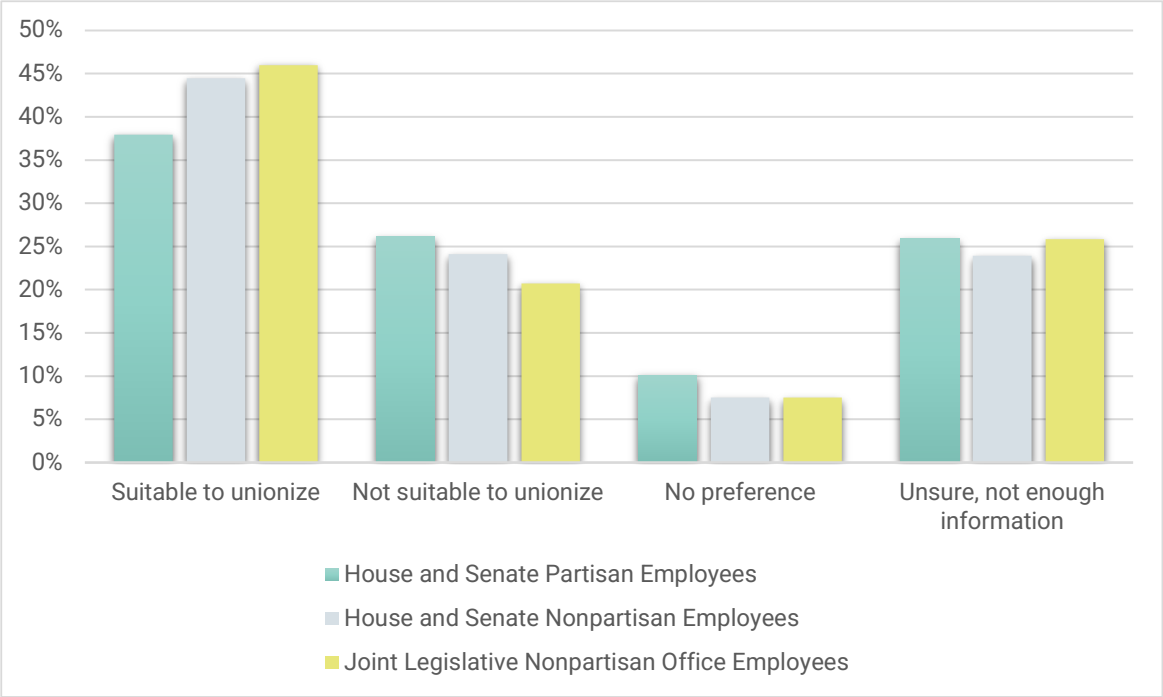

Figure 27: Overall employee response to question, "Which categories of legislative employees do you believe are suitable or not suitable for union representation?"

Figure 28 breaks down responses within the legislative bodies. Both the House and Senate groups considered all three categories as suitable for union representation. However, the highest employee response in the joint legislative offices group was unsure and felt they needed more information. Among the categories, the joint legislative offices group rated the joint legislative offices employees as the most suitable for union representation, with 36% of respondents finding them suitable.

Additionally, in the nonpartisan group, employee ratings were similar for the suitable, unsuitable, and unsure categories. The highest percentage of respondents rated the House and Senate nonpartisan and the joint legislative office employees as suitable for union representation, while they were unsure about House and Senate partisan employees. In the partisan group, employees indicated that all groups were suitable for union representation with the highest response for the joint legislative offices employees, where 61% considered them suitable.

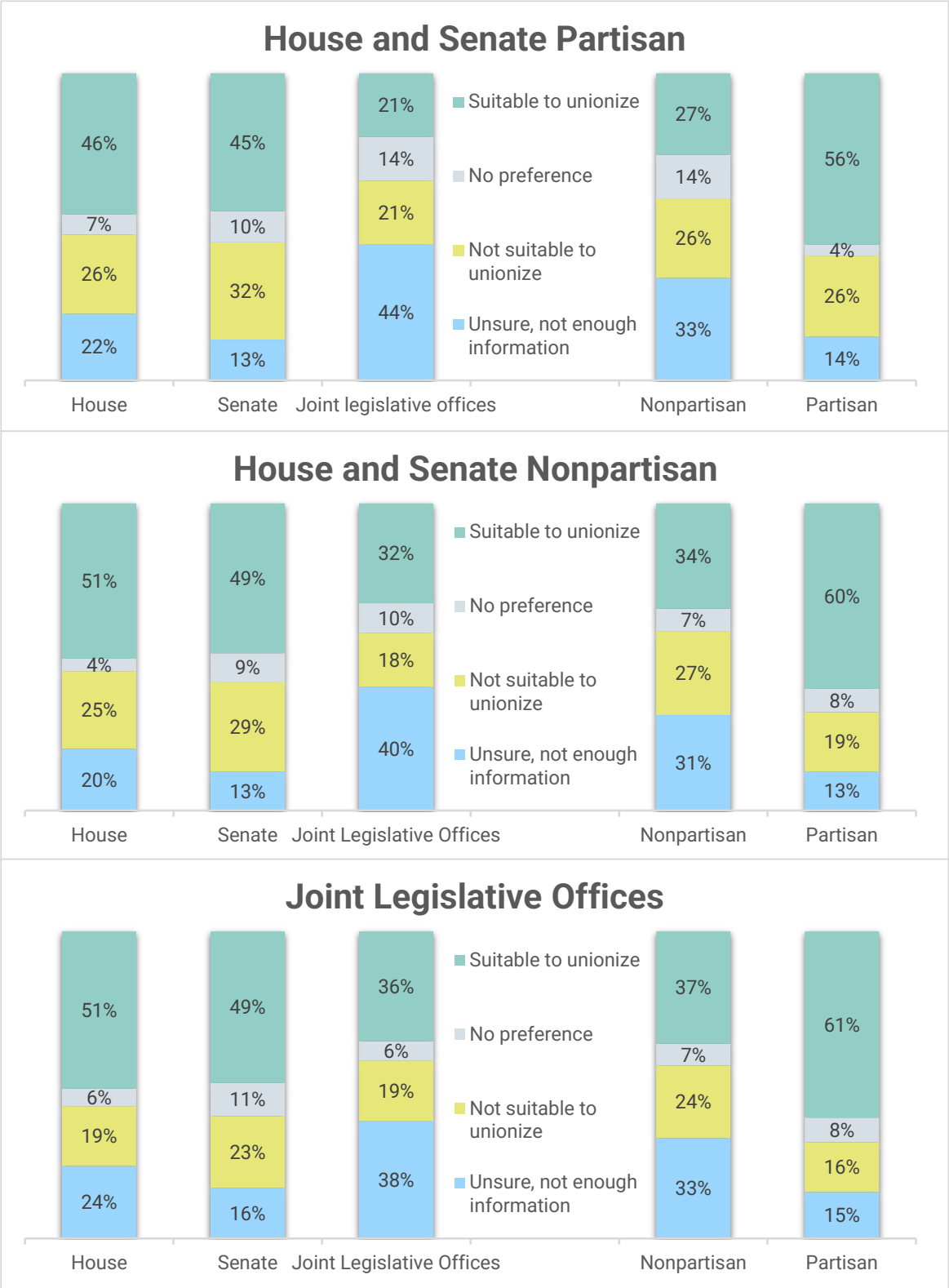

Figure 28: House, Senate, and joint legislative offices as well as nonpartisan/partisan employee response to question, "Which categories of legislative employees do you believe are suitable or not suitable for union representation?"

Within the House and Senate partisan groups, over 50% of employees indicated that all categories were suitable for union representation. The nonpartisan groups were more divided among the categories. The House nonpartisan employees also had the highest percentage (over 30%) rating all categories as suitable for union representation. The Senate nonpartisan employees indicated that House and Senate nonpartisan and joint legislative offices employees were suitable for union representation, with over 30% rating them as suitable, while the House and Senate partisan employees were rated as being not suitable for union representation (with 35% rating them as not suitable).

Employees also expressed additional thoughts through comments and interviews on why groups were suitable or not suitable listed below, which reflected the most frequently shared insights and perspectives from employees.

All groups are suitable to unionize:

- *Due to the labor right to collectively bargain*
- *Can have separate contracts under one union*

No groups are suitable to unionize:

- *There are too many differences between groups*
- *It would inhibit ability to serve the constitution and taxpayers*

Nonpartisan groups are not suitable to unionize:

- *There would be a perception of partisanship for discussing or joining a union*

Partisan groups are not suitable to unionize:

- *Employment changes with elections and majority*

Groups Represented by Same Union

Figure 29 contains results related to whether diverse groups (i.e., partisan and nonpartisan, all House and Senate employees, all joint legislative office employees with employees from House and Senate, and All joint legislative office employees with employees from different legislative offices) should be represented by the same union. The highest percentage of employees felt partisan and nonpartisan employees should not be represented by the same union with 38% of respondents. The highest percentage of respondents for the other groupings were unsure if they should be represented by the same union.

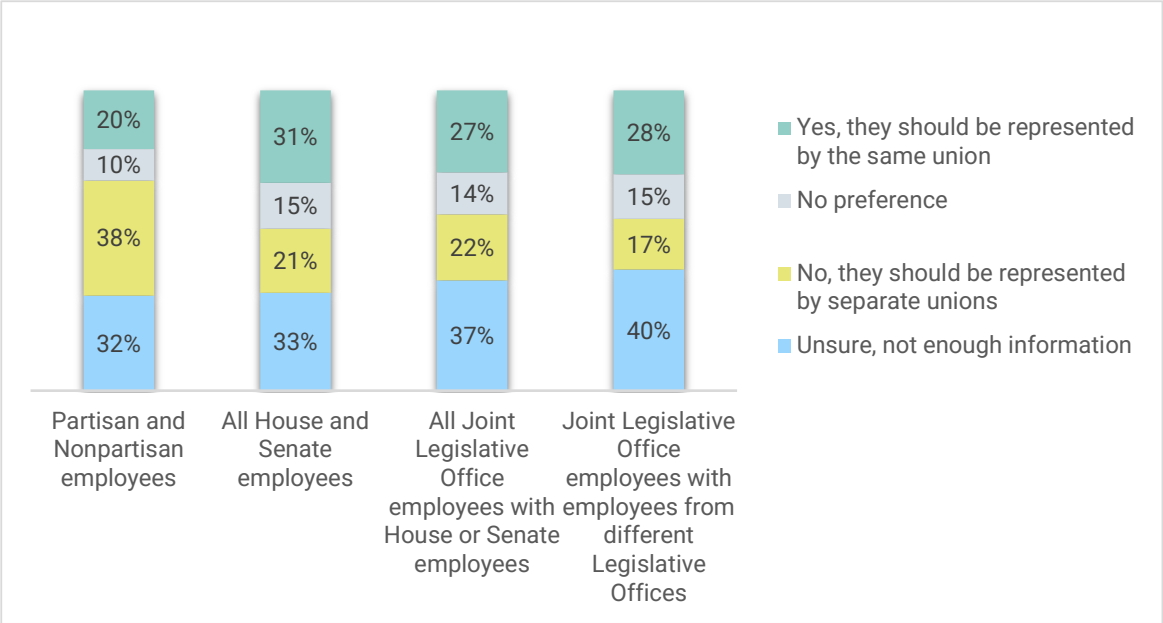

Figure 29: Overall employee response to question, "Do you think the following groups of employees, having the same interests with regard to working conditions, should be represented by the same union?"

Figure 30 presents the responses from House, Senate, and joint legislative offices on whether diverse groups should be represented by the same union. Within the legislative bodies, the House, Senate, and joint legislative offices employees all had the highest percentage of responses indicate that partisan and nonpartisan employees should not be represented by the same union and were also unsure about whether the joint legislative office employees with employees from different legislative offices should be represented by the same union. They had differing highest response ratings for whether all House and Senate employees and whether all joint legislative office employees with House or Senate employees should be represented by the same union.

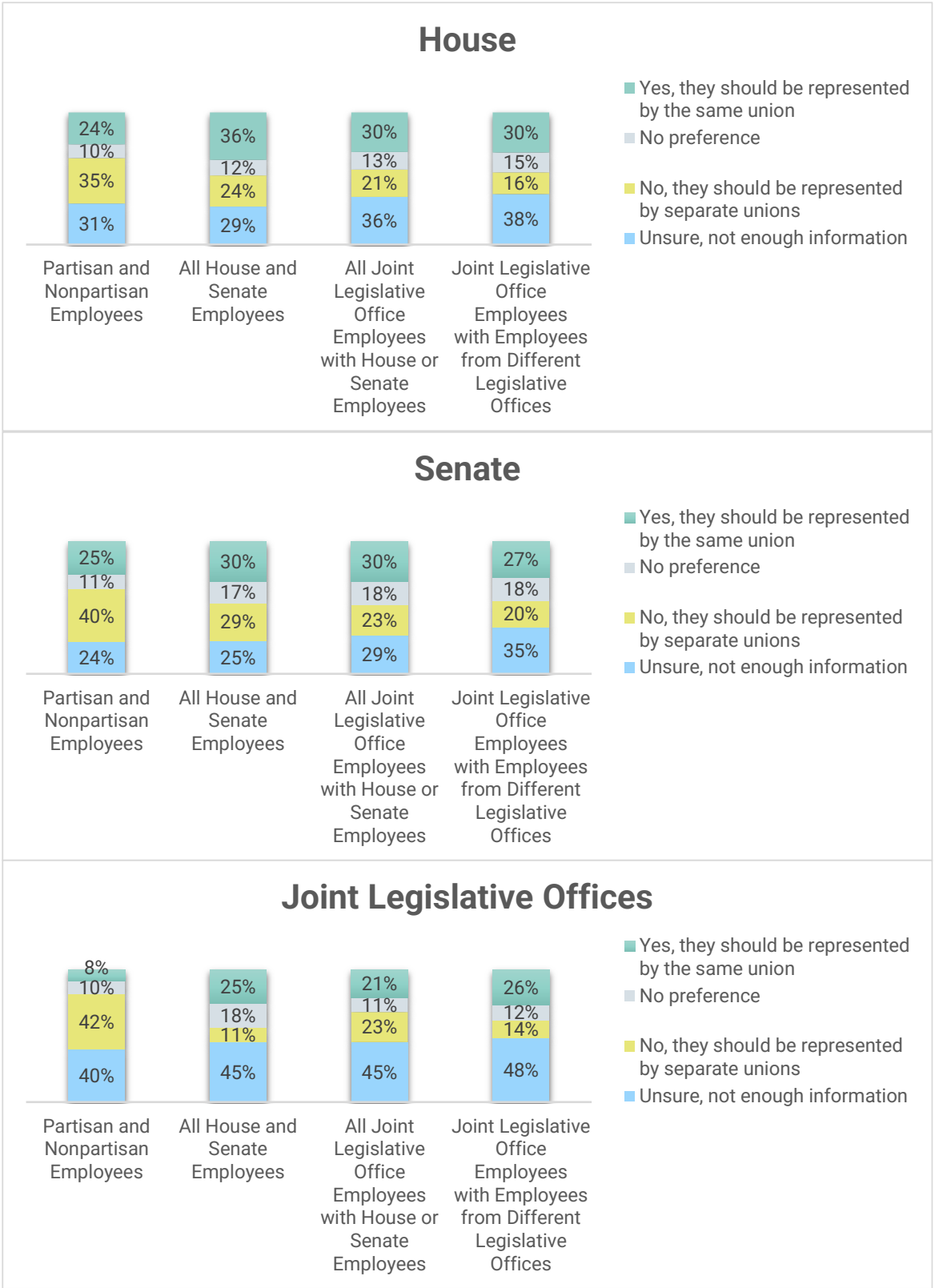

Figure 30: House, Senate, and joint legislative offices employee response to question, "Do you think the following groups of employees, having the same interests with regard to working conditions, should be represented by the same union?"

The highest percentage among partisan employees indicated that all categories should be represented by the same union. For nonpartisan employees, the highest percentage felt nonpartisan and partisan employees should not be represented by the same union and were unsure about the other groups.

Employees also expressed additional thoughts through comments and interviews on why groups should or should not be represented by the same union listed below, which reflected the most frequently shared insights and perspectives from employees.

Nonpartisan and partisan groups should be separate:

- *Nonpartisan needs to maintain nonpartisanship and may be perceived as political*
- *They have different work and goals*
- *Partisan staff is subject to the election and majority while nonpartisan staff have longer tenure*

All groups should be separate:

- *Each group is separate with different needs and goals that may compete*

Subjects of Bargaining

Figure 31 contains responses for which topics should be bargainable in a union setting. A majority of respondents indicated that eight out of the 12 categories should be bargainable. The highest response was for salary and wages, with 67% of employees responding they should be bargainable.

The categories that respondents felt should be negotiable were consistent across the legislative bodies as well as nonpartisan and partisan employees overall. There were two groups with a substantial percentage of respondents indicating that categories should not be bargainable. First, the Senate nonpartisan group rated working hours during session and job security categories as not bargainable.

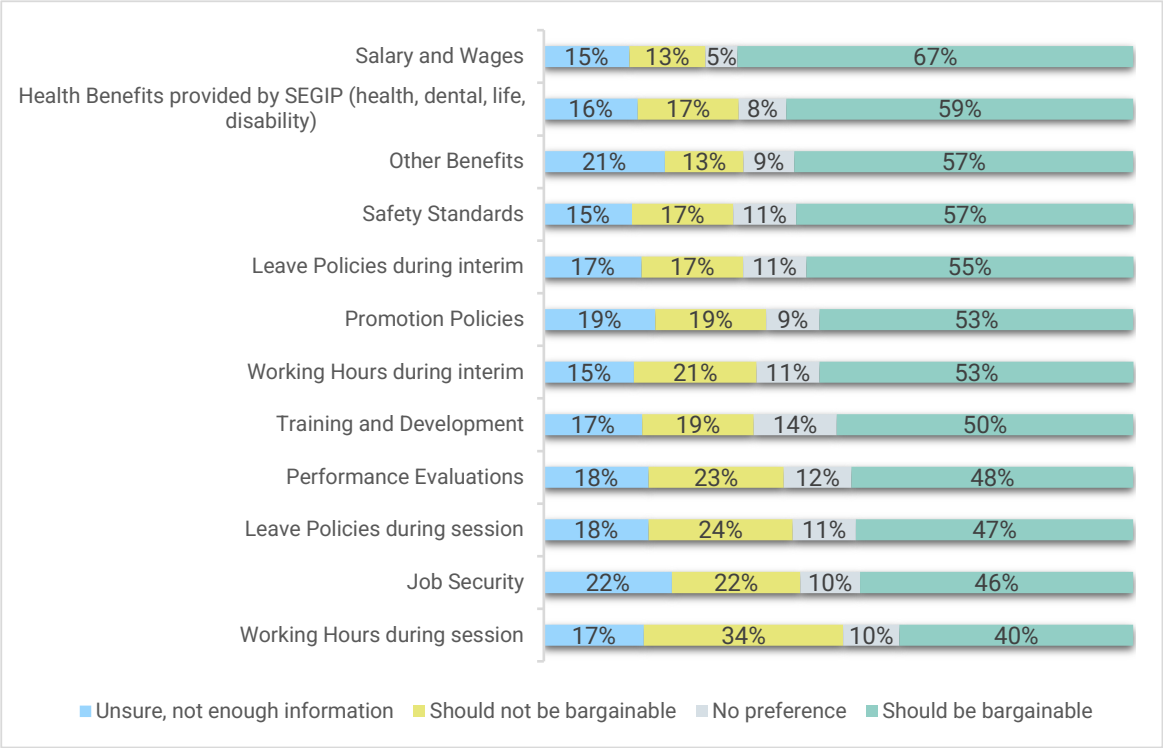

Figure 31: Overall employee response to question, "Which workplace topics do you believe should or should not be subject to union representation?"

Employees also reiterated or expressed through comments and interviews additional employment topics that should or should not be subject to union representation listed below, which reflected the most frequently shared insights and perspectives from employees.

Should be subject to union representation:

- *Pay and benefits*
- *Work hours during session*
- *All topics are negotiable*
- *Remote work policies*

Should not be subject to union representation:

- *Work hours and conditions during session*
- *Work schedules and flexibility*

Conclusions

Among all employees, a majority (85%) of employees are satisfied or very satisfied with their job and work conditions as seen in Figure 3. Most employees are satisfied with pay and benefits as seen in Figures 6 and 9.

Employees are quite divided on their interest in union representation with 31% wanting to join a union, and 33% of employees not wanting to join with the same percentage unsure as seen in Figure 20. The issues brought forth on both partisan and nonpartisan sides for both joining a union and not joining a union were robust and worth considering on all sides. It is also the case, however, that a majority of survey respondents thought that unionization would either not address their workplace concerns, were unsure if unionization would help, or did not have employment concerns as seen in Figure 14.

Appropriate and Inappropriate Employee Groups for Collective Bargaining

Based on the findings from the survey and interviews, it is unclear exactly which groups would be appropriate for collective bargaining. Part of this has to do with concerns that important subgroups have with collective bargaining. Nonpartisan respondents expressed great concern that unionization could result in perception of partisanship and was the top concern for both nonpartisan employees and employees overall as seen in Figures 25 and 26. Feedback gathered from employees through comments and interviews highlighted significant concerns regarding the maintenance of nonpartisan status. It was articulated that joining or voting to join a union might be viewed as a politically motivated action, which could compromise their nonpartisan identity. Such a shift could have broader implications, potentially undermining the trust and professional relationships that these employees have cultivated with their colleagues and the community they support. There is a belief that the involvement of nonpartisan employees in union actions could jeopardize the neutrality essential to their roles and the effectiveness of their engagement with both internal and external stakeholders.

Another complex aspect of collective bargaining is a deeper analysis of matching the greatest employee concerns to what a union could effectively negotiate. As seen in Figure 12, the five highest reported employee concerns were pay, job security, benefits, workload, and work hours. These are medium or high concerns among all legislative bodies, as well. As discussed above, most respondents were satisfied with their pay and benefits. It is unclear what additional help collective bargaining could be for aspects of the workplace that most workers currently like.

Concerning job security, it may be improbable that a union could successfully negotiate better job security for workers who belong to staff of elected officials. When a new official is voted in, the new official will often want a new staff. A union attempting to negotiate for better job security in these situations is tantamount to saying that a newly-elected senator or representative does not have the autonomy to select staff members, possibly even being forced to retain staff members from an opposing political party. It is likely very few representatives or senators would consider agreeing to this scenario. Job security was also the item with the second lowest support for what should be negotiable as seen in Figure 31.

Work hours also is a category where it may be difficult to negotiate due to the demands during the session. It is well known that the hours put in by elected officials and their staff is demanding with the deadlines needed during the session. Hours may also balloon as the end of the session nears due to factors such as last-minute negotiations and bill modifications. Attempting to negotiate strict work hour limits for many of these positions would require one of the following: either the house and senate would need to greatly modify how they operate in order to pass bills evenly throughout the session or staff would need to be willing to strike at the critical end of session time when working hours inevitably go long. It seems improbable that either of these scenarios would succeed in accomplishing what workers actually want. Working hours during session was also the item with the lowest support for being negotiable as seen in Figure 31.

Thus, when critically thinking about the issues that are of most concern to workers that responded in this study, it is improbable that collective bargaining would help with four out of the top five concerns. While employees are concerned about a variety of issues, four of their top five issues of concern are either in areas where they are satisfied or in areas where fewer respondents feel it is the place of a union to negotiate.

If any group appears potentially appropriate for unionization, it would be the partisan group in the House and Senate. Only 24% of partisan employees reported being very satisfied with their work and job conditions and they also expressed low satisfaction with pay, job security, and workload, as illustrated in Figures 5 and 7. The partisan group overall has few concerns regarding union representation, as shown in Figure 26. Employees also expressed the desire for formal grievance procedures due to the treatment of staff. The highest percentage of employees overall felt legislative members and individuals outside the legislature treated them fairly most of the time (Figure 8). Employees of the House and Senate both viewed treatment of staff as medium or high concern (Table 2). The highest percentage of employees in the House and Senate both viewed the House and Senate

Partisan group as suitable to unionize in Figure 28. The joint legislative offices were unsure.

If the partisan group were to unionize, it would raise concerns about maintaining equity with all employees. Additionally, there are challenges related to whether their top concerns would be effectively negotiable within a union framework, given the nature of cyclical staffing and the specific demands of session requirements. These factors could complicate the bargaining process, potentially leading to disparities in representation and benefits between the partisan and nonpartisan groups. Ensuring that the unique needs and concerns of both groups are addressed equitably would be essential to prevent unintended imbalances and to sustain a cohesive workplace environment.

Mandatory, Permissive, and Prohibited Subjects of Bargaining

Based on the results of the survey and employee feedback as well as common practices in collective bargaining, CESO HR has evaluated what may be considered mandatory, permissive, and prohibited subjects of bargaining.

Mandatory Subjects of Bargaining

The mandatory subjects of bargaining that both parties are obligated to bargain are often items such as salary and wages, hours, and working conditions. The following subjects should be considered as potential mandatory subjects of bargaining within the Minnesota State Legislature, not inclusive of all potential mandatory subjects:

- Salary and wages
- Benefits
- Safety standards
- Leave policies during interim
- Promotion policies
- Working hours during interim

Over 50% of employees also viewed these items as items that should be bargainable.

Permissive Subjects of Bargaining

The permissive subjects of bargaining that neither party is obligated to bargain and are subjects that do not have to do with wages, hours, or conditions of employment. The following subjects should be considered as potential permissive subjects of bargaining within the Minnesota State Legislature, not inclusive of all potential permissive subjects:

- Union representation structure and policies (e.g., how representation is determined, the dues that are paid, union by-laws)

- Practices and conditions of employment for groups not in union contract
- Training and development
- Performance evaluations
- Job security

Prohibited Subjects of Bargaining

Prohibited subjects of bargaining, once determined, cannot be legally negotiated or included in bargaining agreements. The following subjects should be considered as potential prohibited subjects of bargaining within the Minnesota State Legislature, not inclusive of all potential prohibited subjects:

- Matters outside employer's control
- Internal union practices
- Unlawful practices

If the legislature would like to protect the session structure and requirements for work that is needed during that time as well as the current health benefits without altering the current state, these subjects could also be considered as potential prohibited subjects of bargaining:

- At-will employment status
- Work hours during session
- Leave policies during session
- Employees' right to strike
- Health benefits (medical, dental, life, disability)

If the above items were prohibited, the legislature could keep at-will status for their employees to end employment for employees when needed and during majority changes as well as continue to operate with the same schedule and policies of hours and time off during session that currently exists. Implementing employees' right to strike as a prohibited subject of bargaining also prevents a reduction of staff during crucial constitutional deadlines. However, these subjects are controversial, and many employees desire to have them as bargainable subjects.

The legislature may also want to consider health benefits as a prohibited subject of bargaining if the legislature finds it is easier to maintain a quality health plan that the employees are satisfied with, as they are highly satisfied with the current benefit plan, or to keep internal equity and universal benefits if required in the legislature.

Closing Summary

In summary, CESO HR advises a thorough evaluation before implementing union representation within the legislature, as no employee groups emerged as clearly suitable without concerns. While the partisan employees appeared to be the most suitable group based solely on dissatisfaction levels and interest in unionization, the unionization of a single employee group may not be in the best interest of the legislature or effectively address the issues employees are seeking to resolve through union representation. A comprehensive review and assessment of the challenges and barriers to establishing a union contract in the legislative environment should be considered to ensure that any decision made is in the best interest of both the employees and the organization.

CESO HR is prepared to continue to support the Minnesota State Legislature through its ongoing partnership with implementation of any or all future action items or other needs as identified and desired by the legislature.

MINNESOTA STATUTES 202

179B.01 PUBLIC POLICY.

(a) It is the public policy of this state to promote orderly and constructive relationships between legislative employers and their employees. This policy is subject to the paramount right of the citizens of this state to keep inviolate the guarantees for their health, education, safety, and welfare.

(b) The relationships between the public, legislative employees, and employer governing bodies involve responsibilities to the public and a need for cooperation which are different from those found in the private sector or other public employers. As a result, unique approaches to negotiations and resolutions of disputes between legislative employees and employers are necessary.

(c) Unresolved disputes between the legislative employer and its employees are injurious to the public as well as to the parties. Adequate means must be established for minimizing them and providing for their resolution. Within these limitations and considerations, the legislature has determined that overall policy is best accomplished by:

(1) granting certain legislative employees certain rights to organize and choose freely their representatives;

(2) requiring legislative employers to meet and negotiate with legislative employees in an appropriate bargaining unit and providing that the result of bargaining be included in written agreements; and

(3) establishing special rights, responsibilities, procedures, and limitations regarding legislative employment relationships which will provide for the protection of the rights of the legislative employee, the legislative employer, and the public at large.

179B.02 CITATION.

This Act and section __ through ___ shall be known as the "Legislative Employment Relations Act."

179B.03 DEFINITIONS.

Subdivision 1. **General.** For the purposes of this Act, the terms defined in this section have the meanings given them unless otherwise stated.

Subd 2. **Appointing authority.** Appointing authority means the Minnesota Senate or its designee, Minnesota House of Representatives or its designee and the Legislative Coordinating Commission or its designee, separately.

Subd. 3. **Appropriate unit or unit.** "Appropriate unit" or "unit" means a single unit of regular full-time and regular part-time partisan legislative employees and is the only appropriate unit appropriate for representation and collective bargaining under this Act.

Subd. 4. **Board**. "Board" means the Public Employment Relations Board (PERB) 179A.041.

Subd. 5. **Bureau**. "Bureau" means the Minnesota Bureau of Mediation Services.

Subd. 6. **Confidential employee**. "Confidential employee" means an employee who as part of the employee's job duties: (a) accesses and/or uses labor relations information; (b) actively participates in the meeting and negotiating on behalf of the legislative employee; or (c) regularly assists and acts in a confidential capacity to individuals who formulate, determine, and execute management policies related to labor relations.

Subd. 7. **Commissioner**. "Commissioner" means the commissioner of the Bureau.

Subd. 8. **Employee organization**. "Employee organization" means any union or organization of legislative employees whose purpose is, in whole or in part, to deal with legislative employers concerning grievances and terms and conditions of employment.

Subd. 9. **Exclusive representative**. "Exclusive representative" means an employee organization which has been certified by the commissioner to meet and negotiate with the legislative employer on behalf of all legislative employees in the appropriate unit.

Subd. 10. **Legislative employee or employee**. "Legislative employee" or "employee" means any regular full-time employee or regular part-time person employed in a partisan position by a Minnesota legislative employer except:

(1) nonpartisan employees;

(2) staff in elected or appointed positions;

(3) employees whose positions are temporary or seasonal in character, including pages, interns and employees who work only during the legislative session;

(4) managerial employees;

(5) confidential employees;

(6) supervisory employees; and

(7) All other employees of the House, Senate, or Legislative Coordinating Commission.

Subd. 11. **Legislative employer or employer.** "Legislative employer" or "employer" for collective bargaining purposes only means: For purposes of collective bargaining only:

(1) the Minnesota Senate;

(2) the Minnesota House of Representatives; and

(3) the Legislative Coordinating Commission, jointly.

Subd. 10 **Managerial Employee** means an individual who is engaged predominately in executive and management functions or who is charged with the responsibility of directing the effectuation of management policies and practices or who represents management interests by taking or recommending discretionary actions related thereto.

Subd. 11. **Meet and negotiate.** "Meet and negotiate" means the performance of the mutual obligations of public employers and the exclusive representatives of legislative employees to meet at reasonable times, including where possible meeting in advance of the budget making process, with the good faith intent of entering into an agreement on terms and conditions of employment, except as excluded herein. This obligation does not compel either party to agree to a proposal or to make a concession.

Subd. 12. **Strike.** "Strike" means concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

Subd. 13. **Supervisory employee.** "Supervisory employee" means a person who has the authority to undertake a majority of the following supervisory functions in the interests of the employer: hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other employees, direction of the work of other employees, or adjustment of other employees' grievances on behalf of the employer. To be included as a supervisory function which the person has authority to undertake, the exercise of authority by the person may not be merely routine or clerical in nature but must require the use of independent judgment. An employee who has the authority to effectively recommend a supervisory function, is deemed to have authority to undertake that supervisory function.

Subd. 14. **Terms and conditions of employment.** "Terms and conditions of employment" means compensation, including fringe benefits and working conditions, except as excluded therefrom by this Act.

179B.04 COMMISSIONER'S POWER, AUTHORITY, AND DUTIES.

Subdivision 1. **Petitions.** The commissioner shall accept and investigate all petitions for:

(1) certification or decertification as the exclusive representative of an appropriate unit;

(2) mediation services;

(3) any election or other voting procedures, as provided for in this Act.

Subd. 2. **Unit determination.** The commissioner shall determine appropriate units, under the criteria herein, including unit clarification petitions

Subd. 3. **Other duties**. (a) The commissioner shall:

(1) provide mediation services as requested by the parties until the parties reach agreement;

(2) issue notices, subpoenas, and orders required by law to carry out duties;

(3) assist the parties in formulating petitions, notices, and other papers required to be filed with the commissioner or the board;

(4) conduct elections;

(5) certify the final results of any election or other voting procedure conducted under this Act;

(6) adopt rules relating to the administration of this chapter and the conduct of hearings and elections, subject to the approval of the Senate, House of Representatives and Legislative Coordinating Commission including the processing of unit clarification petitions;

(7) receive, catalogue, file, and make available to the public all the commissioner's orders and decisions;

(8) maintain a schedule of legislative partisan employee classifications or positions assigned to the Legislative partisan unit;

(9) provide technical support and assistance to voluntary joint labor-management committees established for the purpose of improving relationships between exclusive representatives and employers, at the discretion of the commissioner;

(10) upon request of the board, provide administrative support and other assistance to the board, including assistance in the development and adoption of board rules.

Subd. 4. **Location of hearings.** Hearings and mediation meetings authorized by this section shall be held at a time and place determined by the commissioner, but, whenever practical, a hearing shall be held in the general geographic area where the question has arisen or exists.

179B.05 PUBLIC EMPLOYMENT RELATIONS BOARD; POWER, AUTHORITY, AND DUTIES.

Subdivision 1. **Membership.** The Public Employment Relations Board is established with three members. One member shall be an officer or employee of an exclusive representative of public employees and shall be appointed by the governor; one shall be representative of public employers and shall be appointed by the governor; and one shall be representative of the public at large and shall be appointed by the other two members. Public employers and employee organizations representing legislative employees may submit for consideration names of persons representing their interests. The board shall select one of its members to serve as chair for a term beginning July 1 of each year.

Subd. 2. **Alternate members.** (a) The appointing authorities shall appoint alternate members to serve only in the case of a member having a conflict of interest as defined herein:

(1) one alternate, appointed by the governor, who is an officer or employee of an exclusive representative of public employees, to serve as an alternate to the member appointed by the governor who is an officer or employee of an exclusive representative of public employees. This alternate must not be an officer or employee of the same exclusive representative of public employees as the member for whom the alternate serves;

(2) one alternate, appointed by the governor, who is a representative of public employers, to serve as an alternate to the member appointed by the governor who is a representative of public employers. This alternate must not represent the same legislative employer as the member for whom the alternate serves; and

(3) one alternate, appointed by the member who is an officer or employee of an exclusive representative of public employees and the member who is a representative of public employers, who is not an officer or employee of an exclusive representative of public employees, or a representative of a public employer, to serve as an alternate for the member that represents the public at large.

(b) Each alternate member shall serve a term that is coterminous with the term of the member for whom the alternate member serves as an alternate.

Subd. 3. **Terms; compensation.** The membership terms, compensation, removal of members, and filling of vacancies for members and alternate members shall be as provided herein.

Subd. 4. **Rules; meetings.** The board shall adopt rules governing its procedure and shall hold meetings as prescribed in those rules. The chair shall convene and preside at meetings of the board.

Subd. 5. **Powers.** The board shall have the powers and authority required for the board to take the actions assigned to the board.

Subd. 6. **Appeals.** In addition to the other powers and duties given by law, the board shall hear and decide appeals from:

(1) recommended decisions and orders relating to unfair labor practice; and

(2) determinations of the commissioner as to an appropriate bargaining unit.

Subd. 7. **Rulemaking.** The board shall adopt rules governing the presentation of issues and the taking of appeals. . All issues and appeals presented to the board shall be determined upon the record of hearing, except that the board may request additional evidence when necessary or helpful.

Subd. 8. **Employees and contracts.** The board may hire investigators, hearing officers, and other employees as necessary to perform its duties, or may enter into contracts to perform any of the board's duties.

Subd. 9. **Conflict of interest.** A member must disclose any conflict of interest in a case before the board and shall not take any action or vote in the case. The person designated as the recused member's alternate shall serve in place of the member who has a conflict for all actions and votes on the case unless the alternate has a conflict of interest. If both a member and the member's alternate have a conflict of interest in a case, the appointing authority will appoint a second alternate member, who meets the same requirements as the alternate member and who has no conflict of interest, to take action and vote in the case. A board member or alternate member has a conflict of interest in a case if the member is employed by an officer of, a member of the governing body of, or a member of, a party in the case.

Subd. 10. **Open Meeting Law; exceptions.** Chapter 13D does not apply to meetings of the board when it is deliberating on the merits of unfair labor practice charges; reviewing a recommended decision and order of a hearing officer; or reviewing decisions of the commissioner of the Bureau of Mediation Services relating to unfair labor practices.

Subd 11. Authority. No decision of the Commissioner, Board or courts may intrude on or interfere with the legislature's ability to effectively and efficiently carry out the mission and operations of the Legislature.

179B.06 APPEALS OF COMMISSIONER'S DECISIONS.

(a) Decisions of the commissioner relating to supervisory, confidential, managerial, or other employee exclusions, or appropriateness of a unit may be reviewed on certiorari by the court of appeals. A petition for a writ of certiorari must be filed and served on the other party or parties and the commissioner within 30 days from the date of the mailing of the commissioner's decision. The petition must be served at the other party or parties at the party's or parties' last known address.

(b) Decisions of the commissioner relating to unfair labor practices may be appealed to the board

if the appeal is filed with the board and served on all other parties no later than 30 days after service of the commissioner's decision.

179B.07 APPEALS OF BOARD'S DECISIONS.

Decisions of the board relating to unfair labor practices, including dismissal of unfair labor practice charges, may be reviewed on certiorari by the court of appeals. A petition for a writ of certiorari must be filed and served on the other party or parties and the board within 30 days from the date of the mailing of the board's decision. The petition must be served at the other party or parties at the party's or parties' last known address.

179B.08 RIGHTS AND OBLIGATIONS OF EMPLOYEES.

Subdivision 1. **Expression of views.** This Act does not affect the right of any legislative partisan employee or the employee's representative to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as this is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

If no exclusive representative has been certified, any legislative employee individually, or group of employees through their representative, has the right to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of legislative employment or their betterment, by meeting with their legislative employer or the employer's representative, so long as this is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

Subd. 2. **Right to organize.** Except as excluded herein, **l**egislative employees have the right to form and join labor or employee organizations and have the right not to form and join such organizations. Legislative employees in an appropriate unit have the right by secret ballot to designate an exclusive representative to negotiate grievance procedures and the terms and conditions of employment with their employer.

Subd. 3. **Meet and negotiate.** Legislative employees, through their certified exclusive representative, have the right and obligation to meet and negotiate in good faith with the legislative employer regarding grievance procedures and the terms and conditions of employment, except as excluded herein, but this obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.

Subd. 4. **Payroll deduction, authorization, and remittance.**

(a) Legislative employees have the right to request and be allowed payroll deduction for dues for the exclusive representative. A legislative employer must rely on a certification from any exclusive representative requesting remittance of a deduction that the organization has and will maintain an authorization, signed by the legislative employee from whose salary or wages the deduction is to be made, which may include an electronic signature by the legislative employee. An exclusive representative making such certification must not be required to provide the legislative employer with a copy of the authorization unless a dispute arises about the existence or terms of the authorization. The exclusive representative must indemnify the legislative employer for any successful claims made by the employee for unauthorized deductions in reliance on the certification.

(b) A dues deduction authorization remains in effect until the legislative employer receives notice from the exclusive representative that a legislative employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document, and a legislative employer must rely on information from the exclusive representative

receiving remittance of the deduction regarding whether the deductions have been properly changed or canceled. The exclusive representative must indemnify the public employer, including any reasonable attorney fees and litigation costs, for any successful claims made by the employee for unauthorized deductions made in reliance on such information.

(c) Deduction authorization under this section is independent from the legislative employee's membership status in the organization to which payment is remitted and is effective regardless of whether a collective bargaining agreement authorizes the deduction.

(d) Legislative employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

(e) In the absence of an exclusive representative, legislative employees have the right to request and be allowed payroll deduction for of dues of the organization of their choice.

(f) A legislative employer may not enter into a collective bargaining agreement that requires the employer to deduct from the salary or wages of a legislative employee, contributions or payments for political action committees sponsored by employee organizations with legislative employees as members.

(g) Any dispute under this subdivision must be resolved through an unfair labor practice proceeding.

Subd. 5. **Concerted activity.** Legislative employees have the right to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection but shall not have the right to strike.

179B.09 RIGHTS AND OBLIGATIONS OF EMPLOYERS.

Subdivision 1. **Inherent managerial policy.** A legislative employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, the number of employees, and direction of personnel and the impact of same on the employees. The Employer also may not bargain over pensions, health insurance hours of work during and for the two weeks before and after any legislative session, at-will employment, staffing (number of employees overall, assigned to a classification or to a project and the like) topics covered under other laws, and employer's personnel policies involving code of conduct9 e.g. ethics, campaigns, public service outside of work, conflicts of interest and post mediation impasse procedures.
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No legislative employer shall sign an agreement which limits its right to select persons to serve as a confidential, supervisory, or managerial employee, or requires the use of seniority in their selection.

Subd. 2. **Meet and negotiate.** (a) A legislative employer has an obligation to meet and negotiate in good faith with the exclusive representative of legislative employees in an appropriate unit regarding a grievance procedure, wages and the terms and conditions of employment, except as excluded herein, but this obligation does not compel the legislative employer or the exclusive representative to agree to a proposal or require the making of a concession.

(b) In addition, a legislative employer may, but does not have an obligation to, meet and negotiate in good faith with the exclusive representative of legislative employees in an appropriate unit regarding an

employer contribution to the state of Minnesota deferred compensation plan authorized by section 356.24, paragraph (a), clause (4), within the limits set by section 356.24, paragraph (a), clause (4).

Subd. 3. **Other communication.** If an exclusive representative has been certified for an appropriate unit, the employer shall not meet and negotiate with any employee or group of employees who are in that unit except through the exclusive representative. This subdivision does not prevent communication to the employer, other than through the exclusive representative, of advice or recommendations by professional employees if this communication is a part of the employee's work assignment.

Subd. 4. **Time off.** A legislative employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative to conduct the duties of the exclusive representative and must, upon request, provide for reasonable leaves of absence to elected or appointed officials of the exclusive representative.

Subd. 5. **Bargaining unit information.** (a) Within 20 calendar days from the date of hire of a bargaining unit employee, a legislative employer must provide the following contact information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

(b) Every 120 calendar days beginning on July 1, 2026, a legislative employer must provide to an exclusive representative in an Excel file or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

(c) A legislative employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Subd. 6. **Access.** (a) A legislative employer must allow an exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings. An exclusive representative shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the legislative employer that was not reasonably foreseeable. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the public employer, the employees, the exclusive representative, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the legislative employer and exclusive representative.

(b) A legislative employer must allow an exclusive representative to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, consistent with the employer's generally applicable technology use policies.

(c) A legislative employer must allow an exclusive representative to meet with bargaining unit members in facilities owned or leased by the legislative employer regarding collective bargaining, the administration of collective bargaining agreements, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, provided the use does not interfere with governmental operations and the exclusive representative complies with worksite security protocols established by the legislative employer. Meetings conducted in government

buildings pursuant to this paragraph must not be for the purpose of supporting or opposing any candidate for partisan political office or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative conducting a meeting in a government building or other government facility pursuant to this subdivision may be charged for maintenance, security, and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

179B.10 UNIT DETERMINATION.

Subdivision 1. **Criteria.** In determining the appropriate unit, the commissioner shall consider whether the employee is employed in a partisan position either by the Minnesota House of Representatives or the Minnesota State Senate and, if so, whether any exclusion applies.

179B.11 LEGISLATIVE UNITS.

Subdivision 1. **Senate, House, and Legislative Coordinating Commission Jointly.** The representative(s) of the Minnesota Senate; the representative(s) of the House of Representatives; and the representative (s) of the Legislative Coordinating Commission, shall meet and negotiate jointly **for the purposes of collective bargaining** with the exclusive representative of the partisan employees of the Senate and House. Representative(s)

Subd. 2. **Exclusions**

(1) Nonpartisan employees;

(2) Staff in elected or appointed positions;

(3) employees whose positions are temporary or seasonal in character, including pages and interns and employees who work only during the legislative session;

(4) managerial employees;

(5) confidential employees;

(6) supervisory employees;

(7) All other employees of the House, Senate, or Legislative Coordinating Commission.

(8) The commissioner shall not approve a unit that includes both partisan and nonpartisan employees.

179B.12 EXCLUSIVE REPRESENTATION; ELECTIONS; DECERTIFICATION; UNIT CLARIFICATIONS

Subdivision 1. **Certification continued.** Any employee organization holding formal recognition by order of the commissioner is certified as the exclusive representative until it is decertified, or another representative is certified in its place.

Subd. 2. **Obtaining elections.** Any employee organization may obtain a certification election upon petition to the commissioner stating that at least 30 percent of the employees of a proposed appropriate unit wish to be represented by the petitioner. Any employee organization may obtain a representation election upon petition to the commissioner stating that the currently certified representative no longer represents the majority of employees in an established unit and that at least 30 percent of the employees in the established unit wish to be represented by the petitioner rather than by the currently certified representative. An individual employee or group of employees in a unit may obtain a decertification election upon petition to the

commissioner stating the certified representative no longer represents the majority of the employees in an established unit and that at least 30 percent of the employees wish to be unrepresented.

Subd. 3. **Timing of Decertification Petitions.** The commissioner shall not consider a petition for a decertification election during the term of a contract covering employees of the legislative branches of the state of Minnesota except for a period from not more than 273 to not less than 181 days before its date of termination.

Subd 4. **Commissioner to investigate.** The commissioner shall, upon receipt of an employee organization's petition to the commissioner, investigate to determine if sufficient evidence of a question of representation exists and hold hearings necessary to determine the appropriate unit and other matters necessary to determine the representation rights of the affected employees and employer.

Subd. 5. **Authorization signatures.** In determining the numerical status of an employee organization for purposes of this section, the commissioner shall require dated representation authorization signatures of affected employees as verification of the statements contained in the joint request or petitions. These authorization signatures shall be privileged and confidential information available to the commissioner only. Electronic signatures shall be valid as authorization signatures. Authorization signatures shall be valid for a period of one year following the date of signature.

Subd. 6. **Election order.** The commissioner shall issue an order providing for a secret ballot election by the employees in a designated appropriate unit. The election must be held on one or more sites where those voting are employed or by a mail ballot, as determined by the commissioner. In making this determination, the commissioner shall strive for an election process that provides for maximum participation by the affected employees. The parties affected by this determination may request reconsideration of it by the commissioner under bureau rules.

Subd. 7. **Ballot.** The ballot in a certification election may contain as many names of representative candidates as have demonstrated that 30 percent of the employees in the unit desire them as their exclusive representative. The ballots shall contain space for employees to indicate that no representation is desired. The commissioner shall provide and count absentee ballots in all elections.

Subd. 8. **Runoff election.** If no choice on the ballot receives a majority of those votes cast in the unit, the commissioner shall conduct a runoff election between the two choices receiving the most votes.

Subd. 9. **Certification.** Upon a representative candidate receiving a majority of those votes cast in an appropriate unit, the commissioner shall certify that candidate as the exclusive representative of all employees in the unit.

Subd. 10. **Unfair labor practices.** If the commissioner finds that an unfair labor practice was committed by an employer or representative candidate or an employee or group of employees, and that the unfair labor practice affected the result of an election, or that procedural or other irregularities in the conduct of the election or majority verification procedure may have substantially affected its results, the commissioner may void the result and order a new election or majority verification procedure.

Subd. 11. **Bar to reconsideration.** When the commissioner certifies an exclusive representative, the commissioner shall not consider the question again for a period of one year, unless the exclusive representative is decertified by a court of competent jurisdiction, or by the commissioner.

Subd 12 **Unit Clarification Petitions**.

A labor organization or an employer may file a unit clarification petition seeking to clarify an existing bargaining unit. Unit clarification petitions may be filed if: (1) substantial changes occur in the duties and functions of an existing job title, raising an issue as to the title's unit placement; (2) an existing job title that is

logically encompassed within the existing unit was inadvertently excluded by the parties at the time the unit was established; (3) a newly created job title is logically encompassed within an existing unit; (4) a significant change takes place in statutory or case law that affects the bargaining rights of employees; (5) a determination needs to be made as to the unit placement of positions in dispute following a majority interest certification of representative issued under subsection (a-5); (6) a determination needs to be made as to the unit placement of positions in dispute following a certification of representative issued following a direction of election under subsection (d); (7) the parties have agreed to eliminate a position or title because the employer no longer uses it; (8) the parties have agreed to exclude some of the positions in a title or classification from a bargaining unit and include others; or (9) as prescribed in rules set by the Board. The Board shall conclude its investigation, including any hearing process deemed necessary, and issue a certification of clarified unit or dismiss the petition.

179B.13 UNFAIR LABOR PRACTICES.

Subdivision 1. **Actions.** (a) The practices specified in this section are unfair labor practices. Any employee, employer, employee or employer organization, exclusive representative, or any other person or organization aggrieved by an unfair labor practice as defined in this section may file an unfair labor practice charge with the board.

(b) Whenever it is charged that any party has engaged in or is engaging in any unfair labor practice, an investigator designated by the board shall promptly conduct an investigation of the charge. Unless after the investigation the board finds that the charge has no reasonable basis in law or fact, the board shall promptly issue a complaint and cause to be served upon the party a complaint stating the charges, accompanied by a notice of hearing before a qualified hearing officer designated by the board at the offices of the bureau or other location as the board deems appropriate, not less than five days nor more than 20 days after serving the complaint, provided that no complaint shall be issued based upon any unfair labor practice occurring more than six months prior to the filing of a charge. A complaint issued under this subdivision may be amended by the board at any time prior to the issuance of an order based thereon. The party who is the subject of the complaint has the right to file an answer to the original or amended complaint prior to hearing and to appear in person or by a representative and give testimony at the place and time fixed in the complaint. In the discretion of the hearing officer conducting the hearing or the board, any other party may be allowed to intervene in the proceeding and to present testimony. The board or designated hearing officers shall not be bound by the rules of evidence applicable to courts, except as to the rules of privilege recognized by law.

(c) Designated investigators must conduct the investigation of charges.

(d) Hearing officers must be licensed to practice law in the state of Minnesota and must conduct the hearings and issue recommended decisions and orders.

(e) The board or its designees shall have the power to issue subpoenas and administer oaths. If any party willfully fails or neglects to appear or testify or to produce books, papers, and records pursuant to the issuance of a subpoena, the board may apply to a court of competent jurisdiction to request that the party be ordered to appear to testify or produce the requested evidence.

(f) A full and complete record shall be kept of all proceedings before the board or designated hearing officer and shall be transcribed by a reporter appointed by the board.

(g) The party on whom the burden of proof rests shall be required to sustain the burden by a preponderance of the evidence.

(h) At any time prior to the close of a hearing, the parties may by mutual agreement request referral to mediation, at which time the commissioner shall appoint a mediator, and the hearing shall be suspended pending the results of the mediation.

(i) If, upon a preponderance of the evidence taken, the hearing officer determines that any party named in the charge has engaged in or is engaging in an unfair labor practice, then a recommended decision and order shall be issued stating findings of fact and conclusions, and requiring the party to cease and desist from the unfair labor practice, to post a cease-and-desist notice in the workplace, and ordering any appropriate relief to effectuate the policies of this section, including but not limited to reinstatement, back pay, and any other remedies that make a charging party whole. If back pay is awarded, the award must include interest at the rate of seven percent per annum. The order further may require the party to make reports from time to time and demonstrate the extent to which the party has complied with the order.

(j) If there is no preponderance of evidence that the party named in the charge has engaged in or is engaging in unfair labor practice, then the hearing officer shall issue a recommended decision and order stating findings of fact and dismissing the complaint.

(k) Parties may file exceptions to the hearing officer's recommended decision and order with the board no later than 30 days after service of the recommended decision and order. The board shall review the recommended decision and order upon timely filing of exceptions or upon its own motion. If no timely exceptions have been filed, the parties must be deemed to have waived their exceptions. Unless the board reviews the recommended decision and order upon its own motion, it must not be legal precedent and must be final and binding only on the parties to the proceeding as issued in an order issued by the board. If the board does review the recommended decision and order, the board may adopt all, part, or none of the recommended decision and order, depending on the extent to which it is consistent with the record and applicable laws. The board shall issue and serve on all parties its decision and order. The board shall retain jurisdiction over the case to ensure the parties' compliance with the board's order. Unless overturned by the board, the parties must comply with the recommended decision and order.

(l) No decision or order may issue that intrudes upon or interferes with the Legislature’s core function of efficient and effective lawmaking or the essential operation of the Legislature.

(m) Until the record has been filed in the court of appeals or district court, the board at any time, upon reasonable notice and in a manner, it deems appropriate, may modify, or set aside, in whole or in part, any finding or order made or issued by it.

(n) Upon a final order that an unfair labor practice has been committed, the board or the charging party may petition the district court for the enforcement of the order and for appropriate temporary relief or a restraining order. When the board petitions the court, the charging party may intervene as a matter of right.

(o) Whenever it appears that any party has violated a final order of the board issued pursuant to this section, the board must petition the district court for an order directing the party and its officers, agents, servants, successors, and assigns to comply with the order of the board. The board shall be represented in this action by its general counsel, who has been appointed by the board. The court may grant or refuse, in whole or in part, the relief sought, provided that the court also may stay an order of the board pending disposition of the proceedings. The court may punish a violation of its order as in civil contempt.

(p) The board shall have power, upon issuance of an unfair labor practice complaint alleging that a party has engaged in or is engaging in an unfair labor practice, to petition the district court for appropriate temporary relief or a restraining order. Upon the filing of any such petition, the court shall cause notice thereof to be served upon such parties, and thereupon shall have jurisdiction to grant to the board or commissioner temporary relief or a restraining order as it deems appropriate. Nothing in this paragraph precludes a charging party from seeking injunctive relief in district court after filing the unfair labor practice charge.

(q) The proceedings herein shall be commenced in the district court for the county in which the unfair labor practice which is the subject of the order or administrative complaint was committed, or where a party alleged to have committed the unfair labor practice resides or transacts business.

Subd. 2. **Employers.** Legislative employers, their agents and representatives are prohibited from:

(1) interfering, restraining, or coercing employees in the exercise of the rights guaranteed;

(2) dominating or interfering with the formation, existence, or administration of any employee organization or contributing other support to it;

(3) discriminating in regard to hire or tenure to encourage or discourage membership in an employee organization;

(4) discharging or otherwise discriminating against an employee because the employee has signed or filed an affidavit, petition, or complaint or given information or testimony under this Act;

(5) refusing to meet and negotiate in good faith with the exclusive representative of its employees in an appropriate unit;

(6) refusing to comply with grievance procedures contained in an agreement;

(7) distributing or circulating a blacklist of individuals exercising a legal right or of members of a labor organization for the purpose of preventing blacklisted individuals from obtaining or retaining employment;

(8) violating rules established by the commissioner regulating the conduct of representation elections;

(9) refusing to comply with a valid decision of a binding arbitration panel or arbitrator;

(10) violating or refusing to comply with any lawful order or decision issued by the commissioner or the board;

(11) refusing to provide, upon the request of the exclusive representative, all relevant information pertaining to the legislative employer's budget both present and proposed, revenues, and other financing information provided that in the legislature this clause may not be considered contrary to the budgetary requirements of sections _____ and _____; or

(12) granting or offering to grant the status of permanent replacement employee to a person for performing bargaining unit work for the employer during a lockout of employees in an employee organization or during a strike authorized by an employee organization that is an exclusive representative.

(13) Notwithstanding any other law, the expression the expression of any views, arguments, or opinions, or the dissemination thereof in any form, by a Member of the Legislature or an employee, including any…[managerial, supervisory and confidential employees], related to this …[Act] or to matters within the scope of representation, shall not constitute, or be evidence of, any unfair labor practice, unless the legislative employer authorized the individual to express that view, argument, or opinion on behalf of, or authorized the individual to represent, the legislative employer as an employer.

Subd. 3. **Employees.** Employee organizations, their agents or representatives, and legislative employees are prohibited from:

(1) restraining or coercing employees in the exercise of rights provided in this Act;

(2) restraining or coercing a legislative employer in the election of representatives to be employed to meet and negotiate or to adjust grievances;

(3) refusing to meet and negotiate in good faith with a public employer, if the employee organization is the exclusive representative of employees in an appropriate unit;

(4) violating rules established by the commissioner regulating the conduct of representation elections;

(5) refusing to comply with a valid decision of an arbitration panel or arbitrator upon which the parties conferred jurisdiction;

(6) calling, instituting, maintaining, or conducting a strike or boycott against any legislative employer on account of any jurisdictional controversy;

(7) coercing or restraining any person with the effect to:

(i) force or require any legislative employer to cease dealing or doing business with any other person;

(ii) force or require a legislative employer to recognize for representation purposes an employee organization not certified by the commissioner;

(iii) refuse to handle goods or perform services; or

(iv) prevent an employee from providing services to the employer;

(8) committing any act designed to damage or actually damaging physical property or endangering the safety of persons while engaging in a strike;

(9) forcing or requiring any employer to assign particular work to employees in a particular employee organization or in a particular trade, craft, or class rather than to employees in another employee organization or in another trade, craft, or class;

(10) causing or attempting to cause a legislative employer to pay or deliver or agree to pay or deliver any money or other thing of value, in the nature of an exaction, for services which are not performed or not to be performed;

(11) engaging in an unlawful strike;

(12) picketing which has an unlawful purpose such as secondary boycott;

(13) picketing which unreasonably interferes with the ingress and egress to facilities of the legislative employer;

(14) seizing or occupying or destroying property of the employer;

(15) violating or refusing to comply with any lawful order or decision issued by the commissioner or the board.

179B.14 NEGOTIATION PROCEDURES.

Subdivision 1. **Initiation of negotiation.** (a) **First agreement.** When an exclusive representative certified by the Commissioner desires to meet and negotiate an initial agreement establishing terms and

conditions of employment, the exclusive representative shall give written notice to the employer and the commissioner. Negotiations shall begin on July 1 of the even numbered year following the demand to bargain.

(b) **Subsequent agreement.** When a party to a contract desire to meet and negotiate an agreement subsequent to the initial agreement, the party shall give written notice to the other party and to the commissioner at least 60 days before the termination date of the existing contract. If a party fails to give the required 60-day notice, the party is subject to a fine of $10 per day for each day the notice is late. The fine for late notice may be waived at the discretion of the commissioner if the commissioner finds that the failure to give timely notice did not prejudice the commissioner or the other party in the fulfillment of their responsibilities and duties. The fine for late notice is the only penalty for late notice under this paragraph.

Subd. 2. **Duties.** In all negotiations governing partisan employees, the Senate shall be represented by the Secretary or his representative, the House shall be represented by the Chief Clerk or his representative and the Legislative Coordinating Commission by her designee jointly. They may mutually agree to engage an outside negotiator to lead the Employers' bargaining team. Each appointing authority shall cooperate in conducting negotiations and shall make available any personnel and other resources necessary to conduct effective negotiations.

Subd. 3. **Term of Agreements**. Any contract reached must be for a two- year period in effect from July 1 of an odd numbered year through June 30 of the next odd numbered year.

Subd. 4, **Negotiating Time.** Neither party may be compelled to negotiate during a legislative session or on committee assembly days.

Subd 5. **Public Meetings**. All negotiations, mediation sessions, and hearings between public employers and public employees or their respective representatives are public meetings except when otherwise provided by the commissioner.

179B.15 MEDIATION.

Once notice has been given of a demand to bargain, the legislative employer or the exclusive representative may petition the commissioner for mediation services.

A petition by a legislative employer shall be signed by the employer or an authorized officer or agent. A petition by an exclusive representative shall be signed by its authorized officer. All petitions shall be served on the commissioner in writing. The petition shall state briefly the nature of the disagreement of the parties. Upon receipt of a petition and upon concluding that mediation would be useful, the commissioner shall fix a time and place for a conference with the parties to negotiate the issues not agreed upon, and shall then take the most expedient steps to bring about a settlement, including assisting in negotiating and drafting an agreement.

If the commissioner determines that mediation would be useful in resolving a dispute, the commissioner may mediate the dispute even if neither party has filed a petition for mediation. In these cases, the commissioner shall proceed as if a petition has been filed.

The commissioner shall not furnish mediation services to any legislative employee or employee representative who is not certified as an exclusive representative.

All parties shall respond to the summons of the commissioner for conferences and shall continue at conference until excused by the commissioner.

Alternatively, the parties may agree to use the services of the Federal Mediation and Conciliation Services.

179B.16 ILLEGAL STRIKES.

Subdivision 1. **Strikes Illegal.** All strikes by legislative employees are illegal. No unfair labor practice or violation of this Act by a legislative employer gives legislative employees a right to strike. Those factors may be considered, however, by the court in mitigation of or retraction of any penalties provided by this section.

Subd. 2. **Individual penalties.** Notwithstanding any other law, legislative employees who strike in violation of this section may have their appointment or employment terminated by the employer effective the date the violation first occurs. The termination shall be made by serving written notice upon the employee. Service may be made by certified mail.

Subd. 3. **Presumption of strike.** For purposes of this section, an employee who is absent from any portion of a work assignment without permission, or who abstains wholly or in part from the full performance of duties without permission from the employer on a day when a strike not authorized by this section occurs is prima facie presumed to have engaged in an illegal strike on that day.

Subd. 5. **Compensation.** No employee is entitled to any daily pay, wages, reimbursement of expenses, or per diem for the days on which the employee engaged in a strike.

Subd. 6. **Hearings.** Any legislative employee is entitled to request the opportunity to establish that the employee did not violate this section. The request shall be filed in writing with the officer or body having the power to remove the employee, within ten days after notice of termination is served upon the employee. The employer or body shall within ten days commence a proceeding at which the employee shall be entitled to be heard for the purpose of determining whether the provisions of this section have been violated by the legislative employee.

Subd. 7. **Employee organization penalties.** An employee organization which has been found to have violated this section: (1) shall lose its status, if any, as exclusive representative; and (2) may not be so certified by the commissioner for a period of two years following the finding. No employer may deduct employee payments to any such organization for a period of two years.

179B.17 CONTRACTS.

Subdivision 1. **Written contract.** The exclusive representative and the legislative employers, once ratified by the employees and approved by the House and Senate Rules Committees and then the Legislative Coordinating Commission, shall execute a written contract or memorandum of contract containing the terms of the negotiated agreement and any terms established by law.

Subd. 2. **No contract provisions contrary to law.** No provision of a contract shall be in conflict with:

(1) the laws of the state of Minnesota or federal law; or

(2) rules and regulations promulgated under law, provided that the rules and resolutions are consistent with this chapter.

Subd. 2a. **Former employee benefits.** A contract may not oblige an employer to fund all or part of the cost of health care benefits for a former employee beyond the duration of the contract. A personnel policy may not obligate an employer to fund all or part of health care benefits for a former employee beyond the duration of the policy. A policy may not extend beyond the termination of the contract of the longest duration covering other employees of the employer or, if none, the termination of the budgetary cycle during which the policy is adopted.

Subd. 3. **Duration.** Any contract between a legislative employer and an exclusive representative of teachers shall be for a term of two years, beginning on July 1 of each odd-numbered year. Any such contract shall contain the employees' compensation, including fringe benefits for the two-year biennial legislative term and shall not contain a wage reopening clause or any other provision for the renegotiation of the employees' compensation.

Subd. 4. **Grievance procedure.** (a) All contracts must include a grievance procedure. A grievance shall be defined as a dispute regarding the application, interpretation, or violation of the terms of the Agreement. The steps of the grievance procedure shall be negotiable. This section does not require employers or employee organizations to negotiate on matters other than terms and conditions of employment as set forth in the Act.

Subd. 5. **Implementation.** Upon execution of the contract, the employer shall take reasonable steps to implement it. If implementation of the contract requires adoption of a law, the employer shall make every reasonable effort to propose and secure the enactment of this law.

Subd. 6. **Contract in effect.** During the period after contract expiration, and for additional time if the parties agree, the terms of an existing contract shall continue in effect and shall be enforceable upon both parties.

AGREEMENT

Between

MAINE LEGISLATIVE COUNCIL

And

MAINE SERVICE EMPLOYEES ASSOCIATION, LOCAL 1989, SEIU

ADMINISTRATIVE UNIT OF LEGISLATIVE EMPLOYEES

October 1, 2023 – September 30, 2025

LEGISLATIVE COUNCIL
OFFICE OF THE EXECUTIVE DIRECTOR

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Section I. Administrative Provisions

Article 1. Preamble

The Legislative Council and the Maine Service Employees Association, Local 1989, Service Employees International Union (MSEA or the Union) enter into this Agreement to assure a mutually beneficial working relationship that supports and enhances effective and efficient delivery of services to the Maine Legislature and to the public. The parties agree that the interests of the public and the Legislature's work on behalf of the public will be considered in the administration of this Agreement. The parties acknowledge that MSEA has certain legal and contractual responsibilities and duties to enforce this Agreement on behalf of bargaining unit members. In order to assist in the achievement of these goals, the parties desire to maintain a constructive, cooperative and harmonious relationship; to promote effective service, quality of work and work environment to accomplish the Legislature's mission; and to establish an equitable and orderly procedure for the resolution of differences.

Article 2. Access To Employees

MSEA will have access to employees covered by this Agreement to carry out its legal responsibilities as bargaining agent, subject to the terms of this Article.

Representatives of MSEA will be granted reasonable access to bargaining unit employees in order to investigate and process grievances and to administer this Agreement. MSEA will provide the name of the MSEA field representative and if there is a need to meet with workers on site, the MSEA field representative may request the booking of a non-work area for the purposes of meeting with covered employees for orientation, investigations, and executing the contract. Such access will be subject to the representative providing the Executive Director, or the Executive Director's designee, with advance notice of the visit. On any day when either body of the Legislature is in session or on any day when a committee to which any affected employee is assigned has scheduled hearings or work sessions, such access will be during nonworking time, including breaks, lunch hours and after the employee's work hours, and in non-work areas.

Access shall not disrupt legislative operations or violate any security procedures but will not be unreasonably denied. If the Executive Director or the Executive Director's designee denies access to the MSEA representative for the time requested, the reason for denial will be explained to the MSEA representative.

Each new employee, including employees who are new to the MSEA bargaining unit, shall be allowed up to 60 minutes of paid work time within the first six months of employment to review materials provided by MSEA and to meet with a representative of MSEA for the purpose of explaining MSEA programs and benefits. This meeting shall be scheduled at a time approved by the employee's supervisor and shall take place in a non-work area.

Representatives of MSEA may also, without advance notice to the Executive Director or the Executive Director's designee, have access to bargaining unit employees on the premises of the Legislature during the employee's nonworking time in non-work areas to explain MSEA programs and benefits, provided that such access may not interfere with legislative operations or any security procedures. For the purposes of this Article, "non-work areas" means the Hall of Flags, 3rd and 4th floor rotunda, public cafeteria space, and other Legislative space reserved for meetings.

Article 3. Approval of Legislative Council

The parties hereto agree to jointly support any legislative action necessary for implementation of any provision of this Agreement, provided that such action does not restrict the Legislature in fulfilling its lawmaking duties. If the Legislative Council rejects any provision submitted to it, the entire Agreement shall be returned to the parties for further bargaining.

Article 4. Contract Administration

The parties acknowledge that problems of general administration (as distinguished from individual employee grievances) may arise during the administration of this Agreement that may require the Legislative Council and MSEA to meet from time to time in an effort to resolve those problems. The parties agree to so meet within a reasonable time at the request of either party. The party requesting such a meeting will submit a written agenda via email or hard copy, one (1) week in advance of the meeting. If the matter is urgent in nature, the parties will mutually agree upon a meeting date and such meeting will not require a written agenda.

Article 5. Copies of Agreement

The Legislative Council will make arrangements for printing copies of this Agreement. MSEA shall be responsible for the cost of copies for dues-paying members and additional copies it requires for distribution. The Legislative Council shall be responsible for the cost of copies for non-member covered employees, new Legislative Council employees and additional copies it requires for distribution.

Article 6. Union Membership and Dues Deduction

1. **Union Membership**

    a. Membership in MSEA-SEIU is not a condition of employment with the Legislative Council.
    b. Employees in positions covered by this Agreement may become members in MSEA-SEIU or drop their membership at any time, including during their first six (6) months of employment, by providing a written request to MSEA-SEIU.
    c. MSEA-SEIU is solely responsible for processing any change to membership status.
    d. MSEA-SEIU shall promptly notify the Legislative Council of any validly executed membership application or request to drop membership.

e. In the event that the Legislative Council receives a membership application or a request to drop membership directly from an employee, it shall promptly forward such application or request to MSEA-SEIU for processing.
f. It may take up to four (4) weeks to process a validly executed membership application or request to drop membership.

2. **Payroll Deduction**

a. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues and premiums for current MSEA-SEIU sponsored insurance programs. Deductions for other programs may be mutually agreed to by the parties.
b. The Legislative Council agrees to deduct MSEA-SEIU membership dues and insurance premiums from the pay of those employees, including employees in their first six (6) months of employment, who execute a revocable written authorization for such payroll deductions, including electronic authorizations executed in accordance with Maine's electronic signature law, 10 M.R.S. §9407.
c. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement.
d. A validly executed authorization for payroll deduction is an agreement between the employee and MSEA-SEIU. The Legislative Council agrees that it shall rely solely upon MSEA-SEIU for notice of such authorizations or cancellations or changes thereto.
e. MSEA-SEIU shall notify the Legislative Council, through the applicable agency payroll clerk, of any such authorizations, cancellations or changes thereto.
f. It may take up to four (4) weeks to process a validly executed authorization for payroll deduction or cancellations or changes thereto.
g. Any change in the amounts to be deducted shall be certified to the Director of Human Resources by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change. The aggregate deductions of all employees shall be submitted to MSEA-SEIU together with an itemized statement as soon as practicable but no later than ten (10) workdays after such deductions are made.

3. **Indemnification**

a. MSEA-SEIU shall indemnify and hold the Legislative Council harmless against any and all claims, suits, orders or judgments brought or issued against the Legislative Council as the result of the action taken or not taken by the Legislative Council under the provisions of this Article.

Article 7. Employee Data

1. So long as not prohibited by law, the Legislative Council, through the Office of the State Controller, will furnish to MSEA weekly, at Union expense, certain then-available data in electronic Excel format for each employee covered by this Agreement. To the extent practical, the employee data will consist of the name, home mailing address, home phone, personal cellular telephone number (if known), work phone, work email address, personal email address (if known), class code, classification title, pay grade and step, salary specification, annual salary amount, pay cycle, authorized weeks, employment status, bargaining unit, initial date of hire and current date of hire for each employee covered by this Agreement. MSEA will indemnify, defend and hold the Legislative Council harmless against all claims and suits, which may arise as a result of the Legislative Council furnishing such data to MSEA.

2. Upon mutual agreement, the Legislative Council and MSEA will use technology available to each party for the purpose of receiving the employee data in the most efficient manner possible. By mutual agreement, such information will be transmitted electronically to MSEA in a format agreed upon by the parties.

3. The Legislative Council, through the Office of the State Controller, will provide the MSEA field representative with the name, office, position title and date of hire for new employees in an electronic format via a separate notification whenever there is a new hire.

Article 8. Employee Organization Leave

The Union will provide the Legislative Council or its designee with a list of three (3) bargaining unit employees that it has designated as stewards (the "designated stewards"). The Union will promptly notify the Legislative Council or its designee when changes occur.

The designated stewards will be allowed an aggregate of seventy-two (72) hours away from work in a calendar year without loss of pay for required meetings, to attend meetings with new employees, to investigate and process grievances that arise in the bargaining unit, or to attend steward training. All other leave to attend steward training during the workday must be either 1) during the employee's nonworking time, or 2) the employee must request legislative leave, vacation leave or use compensating time, or 3) the employee may request unpaid leave. When leave to attend steward training is requested, the Legislative Council must receive ten (10) workdays' advance notice. Requests will be approved if it is determined that the employee's absence will not adversely affect operations or place an undue work burden on other employees. When a designated steward requests time away from work to investigate or process a grievance, the office director must give approval unless the time away from work would adversely affect operations or place an undue work burden on other employees. If the request cannot be approved immediately because of operational considerations or work demands, it will be approved as soon as it is reasonably practical. Steward activity that extends beyond the scheduled workday will not be considered time worked for benefits or pay purposes.

Bargaining unit employees who are elected to serve a term on the Board of Directors of MSEA-SEIU or on the executive board of their affiliated international union will be allowed an aggregate for the bargaining unit of five (5) days away from work in a calendar year, to attend meetings of the board upon reasonable notice to their supervisors. Such leave may be taken in 15 minute increments and only when the legislature is not in regular or special session. The employee may use accrued leave or take unpaid leave to attend such meetings.
MSEA retains the exclusive right to nominate, replace, and/or otherwise select the

Administrative Unit of Legislative Employees' representative to any legislatively-approved and/or statutory commission, council, and/or board with designated membership for the bargaining unit and/or its employees, subject to subsections a and b as follows:

a. The Legislative Council maintains the ability to express concerns to MSEA, at the time of selection or at any time throughout the selected employee's participation, about a particular employee's participation on any legislatively-approved and/or statutory commission, council, and/or board, including concerns about the following employees' participation:
    i. Employees with disciplinary issues that may impact performance on such commission(s), council(s), and/or board(s);
    ii. Employees on performance improvement plans whose participation may hinder their ability to meet established performance standards; and/or
    iii. Employees whose job duties and/or responsibilities present a conflict and/or scheduling issue; and

b. Employees shall not be appointed to any such legislatively-approved and/or statutory commission, council, and/or board with designated membership for the bargaining unit and/or its employees within their first six (6) months of employment.

MSEA shall inform the Legislative Council of the name(s) of the bargaining unit employee(s) selected to serve on the legislatively-approved and/or statutory commission(s), council(s), and/or board(s) as soon as practicable following the employee's or employees' selection;
The selected employee(s) shall give reasonable notice to their supervisor(s) of any commission, council, and/or board meetings.

MSEA recognizes that exceptional circumstances may preclude the release of an individual on a particular day. If such circumstances exist and the selected employee is not able to participate in a meeting of his/her assigned commission, council, and/or board, the Legislative

Council, or its designee, shall provide the employee with justification for such preclusion and shall promptly inform MSEA, or its designee, of such preclusion.

The selected employee(s) shall not suffer any loss of pay and shall not be required to use accumulated vacation, compensatory, or other leave as a result of participating on a legislativelyapproved and/or statutory commission, council, and/or board, provided that when such activities extend beyond the employee's or employees' scheduled working hours such additional time shall not be considered as time worked.

Article 9. Leave for Negotiations and Labor-Management Committee

Negotiations for a successor contract will generally be conducted while the Legislature is not in session. When the Legislature is not in session, negotiation sessions will be held during the regular work day. When the Legislature is in session, negotiation sessions may take place mostly outside normal working hours, except by mutual agreement by both parties.

The parties acknowledge that if negotiation sessions or Labor-Management Committee meetings are scheduled for times the Legislature is in session, negotiation sessions and meeting times may need to be adjusted accordingly to accommodate the needs of the Legislature.

Time spent by MSEA negotiating team members in negotiation sessions and LaborManagement Committee members in committee meetings that take place during regular working hours, i.e. between the hours of 8:00 a.m. and 5:00 p.m., is considered paid time and will be recorded as administrative leave. Such administrative leave will not count toward the calculation of premium overtime. Time spent by MSEA negotiating team members in negotiation sessions or Labor-Management Committee members in committee meetings that take place outside regular working hours, i.e. before 8:00 a.m. and after 5:00 p.m., will be without compensation.

Article 10. Maintenance of Benefits

With respect to negotiable wages, hours and working conditions not covered by this Agreement, the Legislative Council agrees to make no changes without prior consultation and negotiations with the Union unless such change is made to comply with law, regulations or the Joint Rules in effect during the term of this Agreement. The Legislative Council may adopt or modify personnel rules or policies during the term of this Agreement so long as the adoption or modifications are not inconsistent with this Agreement. The parties acknowledge that the most recently adopted Personnel Policies and Guidelines for legislative employees supersede all previous policies and past practices. Modifications or changes in personnel rules or policies will be sent to MSEA at least seven (7) workdays before their effective date (the "notice period"). On request, the Legislative Council or its designee will meet and consult with MSEA on the proposed modified or adopted rules, so long as the request is received by the Legislative Council or its designee during the notice period. Furthermore, the parties agree that this Article is not intended and should not be construed to supersede or conflict with any other Article in this Agreement.

Article 11. Management Rights

MSEA agrees that the Legislative Council has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of all work divisions, operations and facilities; the right to direct its work force; to establish the nature, quantity and quality of the work to be performed; to administer the performance evaluation and employee compensation system; to establish specifications for each class of positions, to classify or reclassify, and to allocate or reallocate new or existing positions in accordance with the law; to discipline and discharge employees; to determine the size and composition of the work force; to eliminate positions; to make temporary layoffs at its discretion; to contract out for goods and services; to install new, changed or improved methods of operations; to lay off employees; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the Legislative Branch in situations of emergency.

Article 12. MSEA Membership Packets

MSEA, including stewards and officers, will provide new employees with an MSEA membership packet during non-work hours, including breaks. MSEA will be solely responsible for the material contained in such packets. Any questions concerning the contents of these packets or MSEA programs will be referred to MSEA. The Legislative Council will supply MSEA with the following information in computer format quarterly: date hired, name, mailing address, position classification and office for each newly hired employee. The quarterly report will also notify MSEA of the same information as to each employee coming under coverage of this Agreement due to promotion, demotion, reclassification, transfer or other change of status and those employees who have terminated their legislative service.

MSEA will indemnify and hold the Legislative Council harmless against any and all claims, suits, orders or judgments brought or issued against the Legislative Council as the result of negligence in actions taken or not taken by the Legislative Council under the provisions of this Article.

Article 13. Responsibilities of the Parties

In addition to other responsibilities that may be provided elsewhere in this Agreement, the parties agree as follows:

1. The Legislative Council and MSEA have a mutual responsibility to encourage and foster efficient and economical service by covered employees in all aspects of their legislative work;

2. Covered employees are responsible for performing quality work in an efficient and expeditious manner;

3. The Legislative Council is responsible for promoting a work environment conducive to the achievement of efficient and expeditious work by employees; and

4. MSEA has a legal responsibility to represent and handle grievances for all employees within the bargaining unit, and the Legislative Council is not responsible or liable for actions or inactions by MSEA with respect to its legal duty of fair representation.

Article 14. Scope of Agreement

This Agreement contains the entire Agreement of the parties on all matters relative to wages, hours, benefits, working conditions and all other items which have been, or could have been, negotiated by the parties prior to the execution of this Agreement. Each party agrees that it shall not attempt to compel negotiations during the term of this Agreement on matters that could have been raised, or were raised, during negotiations for this Agreement or on matters that are covered by this Agreement.

While this Agreement is in effect, neither party will seek unilaterally to modify the terms of the Agreement.

Article 15. Severability

In the event that any Article, section or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or shall have the effect of a loss to the Legislature of funds or property or services made available through federal law, then such specific Article, section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force and effect. Upon the issuance of such decision, if either party requests, the parties shall negotiate a substitute for such specific Article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect.

The parties agree to use their best efforts to contest any such loss of federal funds that may be threatened.

Article 16. Union Recognition

Pursuant to the Maine Labor Relations Board certification dated November 26, 2002, the Legislative Council recognizes MSEA as the sole and exclusive bargaining agent for purposes of representation and negotiation of wages, hours and terms and conditions of employment, as those subjects are defined by applicable state law, for positions in the bargaining unit. A complete and exclusive list of positions in the bargaining unit is listed below.

Employees covered by the bargaining unit are the following classifications:

- Administrative Secretary - Nonsupervisory
- Associate Law Librarian
- Chamber System Support Administrator
- Committee Clerk
- Desktop and Technical Support Administrator
- Desktop and Technical Support Technician
- Helpdesk Support Administrator
- Information Security Administrator
- Information System Analyst – Team Lead
- Internet Infrastructure and Applications Administrator
- Legal Proofreader/Editor
- Legislative Committee Technician
- Legislative Committee Technician Aide
- Legislative Information Assistant
- Legislative Information Specialist
- Legislative Technician
- Library Assistant
- Library Associate
- Office Support Technician

- Programmer Analyst
- Secretary
- Senior Engrossing Proofreader/Editor
- Senior Law Librarian
- Senior Legal Proofreader/Editor
- Senior Legislative Information Assistant
- Senior Legislative Technician
- Senior Programmer Analyst (including UX/QA)
- Senior Secretary for OPLA
- Systems Engineer
- Virtual Meeting Production Administrator

"Temporary employees" (obtained from "temporary employment agencies"), "project employees" (legislative employees hired to work on a specific task or tasks, to be completed within a specific time), "acting capacity" employees, single session employees and any other "temporary, seasonal and on-call employees" as defined by statute, if any, shall not be considered to be "bargaining unit employees" and shall not be covered by any of the provisions of this Agreement.

In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the Maine Labor Relations Board for resolution of the dispute.

Section II. Employment Provisions

Article 17. Acting Capacity

An employee is considered to be in an acting capacity status when that employee is directed by that employee's office director to perform a substantial portion of the work of a higher salary grade position for a period of more than ten (10) consecutive workdays due to an extended vacancy in that position or the extended absence of the employee who occupies that

position. An employee serving in acting capacity status is entitled to be paid at the salary step in the salary grade of the higher classified position that is at least four and one-half percent (4.5%) higher than the employee's current rate of pay in the employee's regular position, retroactive to include the ten (10) workday period. An employee may not be placed in an acting capacity status for more than ten (10) workdays without prior approval from the Executive Director. If an employee's work anniversary date occurs while the employee is working in acting capacity status in a higher salary grade position, beginning when that acting capacity status ceases, that employee is eligible to receive any step increase in the employee's previous position that would have been available, as long as the requirements of Article 52 governing Step Increases are otherwise met.

An employee may not acquire any preference to a higher job classification as a result of the temporary assignment. Employees will not be rotated in acting capacity in order to avoid payment of acting capacity pay. This Article will not be used in lieu of the proper processing of any request under the Reclassification Article or the filling of a vacancy pursuant to this Agreement.

Article 18. Alternative Work Schedules

A Legislative Council employee who wishes to work the assigned number of hours but on a schedule that is other than 8:00 A.M. - 5:00 P.M. during periods when the Legislature is not in session and when operational needs allow should discuss an alternative work schedule with his or her office director. An alternative work schedule may not include regularly scheduled work before 7:00 A.M. or after 6:00 P.M. and must include a scheduled lunch break of at least ½ hour daily, but may include, among other potential schedules, a four-day work week (i.e., four 10hour days). Hours worked beyond eight (8) in a day due to an alternative work schedule do not count toward the calculation of premium overtime; except that approved hours worked in excess of the designated alternative work schedule may count toward the calculation of premium overtime in accordance with Article 41. The employee's office director has final authority for determining the feasibility of such arrangements and for approving an alternate schedule. All other alternative work schedules, including a reduced workweek schedule, require the prior approval of the

Executive Director. The office director or the Executive Director, as applicable, may cancel alternative work schedules upon seven (7) calendar days' prior written notice via email or hard copy to the employee.

Article 19. Bereavement Leave

Up to forty (40) hours of leave with pay will be allowed for absence resulting from the death of the employee's spouse, significant other person, child, stepchild, grandchild, parent, stepparent, sibling, step-sibling, half-sibling, ward, grandparent, or guardian; or the employee's spouse's or significant other's parent, stepparent, or sibling. Hours will be prorated for parttime employees based on the employee's scheduled hours.

"Significant other person" for purposes of this Article, means an individual with whom the employee has a relationship, when neither is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations and there is a shared primary residence. This relationship must have existed for at least six (6) continuous months before bereavement leave benefits will be provided.

Bereavement leave is not charged against any other of an employee's accrued leave balance.

Article 20. Call Back

A bargaining unit employee who, after leaving work, is called back to the State House to perform work outside of the employee's scheduled hours of work will be paid a minimum of three (3) hours of employee's regular rate of pay or the hours actually worked at the appropriate rate, whichever is greater. If such call back commences between the hours of midnight and 6:00AM, the employee shall be credited with the actual traveling time from and to the employee's residence in addition to the pay for hours as outlined above.

When an employee returns to the State House for call-back duty, that employee must record the date, time, and reason for the call-back, the amount of call back duty worked and travel time from and to the employee's residence on the employee's time sheet or other form provided by the employer.

Article 21. Committee Clerks

1. Appointment and Removal

Legislative committee clerks are appointed for a term that coincides with the legislative biennium and are employed jointly by the Presiding Officers and are subject to direction, management and supervision by the Committee Chairs. Committee clerks serve at the pleasure of the Presiding Officers. The Discipline and Grievance and Arbitration Procedure Articles of this Agreement do not apply to any decision made by the Presiding Officers or Committee Chairs (or the manager of the Legislative Information Office or the Executive Director when acting in their stead for the matters described herein and at their direction) to terminate, discipline, assign and direct the work and performance of, schedule work during a legislative session of, or schedule interim committee work (subject to the provisions set forth in numbered paragraph 3 below), of a committee clerk. Nothing in this Article supersedes, reduces or modifies the Management Rights Article, Article 11.

If a committee clerk disagrees with a decision by the Presiding Officers or their designees made pursuant to the above paragraph, the committee clerk may request and will be granted an opportunity, upon reasonable notice and at such time that does not interfere with legislative operations, to meet with the Presiding Officers or their designees to state his or her disagreement with the decision. The committee clerk is entitled to have a union representative present at such a meeting.

At the commencement of a first regular session of the Legislature, an individual who has served as a committee clerk during the prior legislative session, other than an individual whose employment was terminated for just cause or who did not resign in good standing, and who

desires to be appointed to serve a new term may file a resume and application, or other application materials as required, with the Executive Director's Office c/o the Human Resources Director. Prior to the appointment of committee clerks for the first regular session and except as provided under Resignation from Employment, Article 47, the appointing authorities will be provided with the resume and other application materials of such an individual, along with notes, comments and recommendations as to the individual's qualifications and standing as is deemed appropriate by the Executive Director or designee. If not otherwise noted on the resume, the Executive Director or designee will indicate on the application materials the name of the committee for which the individual served during the prior legislative session. If a formal interview process is undertaken by a committee among a pool of applicants for appointment to a clerk's position, an individual who has served as a committee clerk for that committee during the prior session and who has applied for consideration will be interviewed. The appointing authorities are not required or otherwise obligated to appoint such an individual, regardless of past work performance or service as a committee clerk.

The names of individuals whose applications have been provided under this Article but who are not appointed will be retained on a list of interested applicants until adjournment *sine die* of the second regular session. If an existing committee clerk position becomes vacant prior to adjournment *sine die* of the second regular session, the appointing authorities will be provided the resume and other materials related to individuals whose name is on the list prior to filling the vacancy.

2. Compensation on Termination

A committee clerk whose employment is terminated will receive compensation, including accrued vacation and compensatory time for which he or she is eligible and entitled, to the date of termination only.

3. Interim Committee Work for Committee Clerks

During a period when the Legislature is not in session, if the Legislature has scheduled one or more committees to meet in a single day for confirmation hearings, and if one or more committee clerks are needed when the clerking duties cannot be filled by currently available qualified staff, the committee clerk(s) assigned to any one of the committees scheduled to hold confirmation hearings will be offered that interim committee work. If the Legislature has scheduled a single committee to meet in a day, and if a committee clerk is needed when the clerking duties cannot be filled by currently available qualified staff, the committee clerk assigned to that committee will be offered that interim committee work.

Nothing in this Agreement operates as a waiver, limit or expansion of any statutory rights that committee clerks may have to petition the Maine Labor Relations Board to redress claimed violations of 26 M.R.S.A. Section 979-C (1)(A), (B), (D) or (F).

Article 22. Complaints and Investigations

1. If a work-related complaint against an employee is received from a member of the public or some other source outside of the Legislature, the Executive Director or the Executive Director's designee will investigate the complaint as warranted if it is to be used as the basis for disciplinary action against an employee or referenced in an employee's personnel file. The complainant may be contacted or interviewed as part of the investigation process.

2. If, after preliminary investigation, the Executive Director or the Executive Director's designee concludes that the complaint is unjustified or not serious enough to warrant further action, the employee will be so informed. If, however, the Executive Director or the Executive Director's designee concludes that disciplinary action may be required, or that the complaint should be made a part of the employee's personnel file, the Executive Director or the Executive Director's designee shall inform the employee of the nature of the investigation.

3. If the Executive Director or the Executive Director's designee wishes to interview an employee who is the subject of such a complaint and such an interview could result in discipline, the employee shall be notified in writing, at least 2 business days prior to the

interview, and given an opportunity, if so requested, to have a union representative present during the interview. The employee is required to appear for an interview and to answer questions that relate specifically to the subject matter of the complaint. The interview of the employee will be conducted at a reasonable time and, when practical, during the employee's normal work hours. Time spent in an interview will be counted as time worked. The employee will be expected to respond to questions directly rather than through the representative. If the employee fails to appear for the interview or otherwise does not answer questions and provide information relating to the subject matter of the complaint, an adverse inference may be drawn against the employee.

4. If it becomes apparent during the investigation that an employee who is being interviewed as a witness may be subject to discipline, the employee-witness shall be so notified. Investigation of that employee will then be conducted pursuant to this Article, including being given a reasonable opportunity to confer with a union representative and to have a union representative present during the interview, if requested, provided that the investigation will not be unreasonably delayed.

5. Investigations will be completed within twenty (20) workdays, except that if more time is needed, the employee being investigated will be informed. The employee will be notified of the results and conclusions within ten (10) workdays after conclusion of the investigation. The deadlines may be extended by mutual agreement of the parties.

6. If, based on the results of the investigation, the complaint(s) are unsubstantiated, no record of the complaint(s) or the investigation will be entered in the employee's personnel file.

7. Nothing in this Article shall affect the right of the Legislative Council or its designee to immediately suspend or dismiss an employee pursuant to other provisions of this Agreement nor shall anything in this Article affect the right of the Legislative Council or its designee to contact appropriate authorities if the Legislative Council or its designee has reason to believe that an employee may have committed a crime.

Article 23. Court Service and Court Time

An employee who is called to appear as a witness in his or her official capacity by a court, including an administrative court, on a scheduled day off, scheduled vacation day or other approved day off will be paid for hours spent, including necessary travel, at his or her regular hourly rate.

If, for any job-related matter, an employee must be absent from work because he or she is required to appear in court or otherwise comply with a subpoena or other order of a court or body, or if an employee is required to perform jury service, the employee will be granted court service leave for the period of time necessary to fulfill such requirement.

1. Jury Duty

An employee who is required to appear in court pursuant to a subpoena or other order of a court related to the employee's employment or to perform jury service where such appearance or service will result in an absence from work will ordinarily be granted court service leave for the period of time necessary to fulfill that requirement. The employee is responsible for notifying the employee's office director of any request for court appearance or jury service that requires absence from work. The office director will assess the impact on office operations and determine whether it is necessary to request of the court that the employee be excused temporarily from appearance or jury service. The office director will notify the Executive Director of required court service by an employee. The Executive Director shall make all requests to the court by or on behalf of the Legislature or a legislative office asking that an employee be excused from appearance or service. The employee is responsible for making such a request to the court on his or her own behalf. It is understood that an employee will not volunteer themselves to serve jury duty of their own accord.

Any employee who makes an appearance and whose service is not required must return to work as soon after release as it is practical. An employee on court service leave for a full day will receive regular pay and will be allowed to keep payment received for court service,

including any travel allowance, assuming that the employee has not volunteered to serve jury duty of their own accord.

Court service leave is not charged to any other of the employee's accrued leave balance.

2. Other Court Appearances

An employee who is summoned to appear or otherwise appears before a court or other body as a party to any private legal action that is not job-related is not eligible to receive court service leave.

Article 24. Discipline

Employees subject to this Article may be disciplined only for just cause. This Article applies to all employees who have satisfactorily completed their probationary period except as otherwise provided in Article 21, Committee Clerks, of this Agreement.

Discipline shall consist of the following actions that may be taken when the Legislative Council or its designee, including any office director or supervisor, believes that discipline is appropriate and warranted in light of the circumstances surrounding the incident or incidents on which the discipline is based, including the employee's conduct, past record, and length of service. Discipline shall consist of one or more of the following measures:

1. Oral warning with written documentation. 2.
Written warning
3. Suspension.
4. Demotion or Dismissal.

An oral warning, written warning and/or suspension shall include a Corrective Action Plan, which establishes certain standards of performance, a schedule for improving employee's performance, and follow-up review. In the case of a work performance issue that has become a

discipline issue in accordance with Article 57, a Corrective Action Plan may incorporate unmet objectives of any work performance plans prepared in accordance with Article 57.

The parties support the principles of progressive discipline. However, the above stated disciplinary steps may not be appropriate for all offenses or infractions and need not be applied in sequence depending on the severity of the offense or infraction involved.

The following are examples of the kind of conduct or actions that constitute just cause for suspension, demotion or dismissal depending on the severity of the offense or infraction:

a. Political or partisan activity as described in the Political and Partisan Activity Article of this Agreement and either the Legislature's Personnel Policies and Guidelines for Legislative Council Employees or, for Committee Clerks, the Personnel Policies and Guidelines for Legislative Committee Clerks (hereinafter referred to collectively as the "Personnel Handbook");
b. Breach of the rules of legislative confidentiality as described in the Personnel Handbook;
c. Insubordination constituting a serious breach of discipline;
d. Personal conduct that impairs the employee's work performance or brings serious discredit to the Legislature or, for Legislative Council employees, the nonpartisan nature of the work;
e. Use of the employee's position for personal advantage;
f. Dishonesty or falsification of Legislative or other state records;
g. Consumption of alcoholic beverages, use of illegal substances or working while under the influence of either in the workplace; or
h. Physical assault, conduct that is physically threatening or sexual, or other illegal harassment.

No employee covered by this Article will be suspended without pay, demoted or dismissed without having first been given notice in writing of the disciplinary action to be taken. Such notice shall provide the reason for such disciplinary action. Unless the Executive Director

determines that the employee's continued presence on the job presents a potential danger to persons or property or would severely interfere with the operations of the Legislature or its security, an employee shall be afforded the opportunity to meet with the office director or the Executive Director prior to the disciplinary action proposed when such discipline shall result in suspension, demotion, or dismissal. The employee is entitled to have a union representative present at such meeting. When discipline may result in suspension, demotion or dismissal and/or pending the completion of an investigation under Article 22, Complaints and Investigations, the Executive Director may place the employee on paid administrative leave pending completion of the investigation or other review and determination of discipline. During such administrative leave or during any disciplinary suspension, the employee is precluded from entering legislative offices, using legislative equipment or accessing legislative files except as expressly authorized by the Executive Director.

Any employee covered by this Article who is suspended without pay or dismissed may initiate an appeal of such disciplinary action at the appropriate step of the Grievance Procedure within ten (10) workdays after the employee receives written notification of the disciplinary action from the appropriate authority.

Article 25. Early Release or Delay or Cancellation of Regular Work Day

Legislative offices will be open during regular business hours unless the Presiding Officers or the Chair of the Legislative Council authorize a change in hours in the event of adverse weather or other situation. The Presiding Officers or the Chair of the Legislative Council may authorize the release of all legislative employees or may require that certain legislative offices open or remain open through to the regular close of business at a reduced staffing level.

Unless the Governor issues a proclamation under the Governor's emergency powers that orders the closure or evacuation of state offices, the Governor's decision to close state offices applies only to executive branch employees, not to legislative employees. If a public service announcement relating to closure of state offices makes no specific reference to the Legislature, legislative employees are expected to report to work at the regularly scheduled time. If a

legislative employee has any questions about whether to report to work, the employee has the responsibility for contacting his or her supervisor.

Legislative employees will be notified of any cancellation of the regular work day, delayed start, or early closure. Employees must notify their supervisor of their decision to not report to work, to report late, or to leave early due to emergency or extreme weather conditions. If a closure, delay, or early release has not been authorized, such an employee must use approved vacation leave, compensatory time or legislative leave for all such absences during the employee's regularly scheduled work hours unless administrative leave is granted by the Presiding Officers or the Chair of the Legislative Council for their respective employees. If, subsequently, there is authorized a general delay, cancellation, or early release, unless otherwise determined by the Presiding Officers or the Chair of the Legislative Council, legislative employees who have received prior approval to use paid or unpaid leave for that day must use that leave as originally approved.

When such administrative leave is granted, an employee in Salary Grade 1-6 who is affected by an early closure, delay or cancellation of a regular work day is entitled to receive paid administrative leave for all cancelled hours for which the employee was scheduled to work and is absent from work. Administrative leave granted under this Article is intended to make the employee whole up to 8 hours in a day or the employee's regularly scheduled workday if that regularly scheduled workday is less than 8 hours.

When such administrative leave is granted, an employee in Salary Grade 7-12 who is affected by an early closure, delay or cancellation of a regular work day is entitled to receive paid administrative leave for all cancelled hours for which the employee was scheduled to work and is absent from work. Administrative leave granted under this Article is intended to make the employee whole up to 8 hours in a day or the employee's regularly scheduled workday if that regularly scheduled workday is less than 8 hours.

Article 26. Employment of Relatives

Employment, whether by hire, transfer, or promotion or any other change in status to any position in the legislative staff that would result in there being a direct supervisory-subordinate relationship between immediate family members is prohibited. This policy also applies to relationships between employees and Legislators. "Immediate family members" means the spouse, parent, stepparent, father-in-law, mother-in-law, child, stepchild, sibling, brother-in-law or sister-in-law of the legislative employee. Nor may the final decision of whether a person will be hired or promoted to a legislative position be made in part or wholly by a person related to the job candidate by consanguinity, or affinity in the fourth degree. Nothing in this prohibition, however, shall deprive an applicant or employee of full consideration for hire or promotion into a legislative position.

Article 27. Family Medical Leave

The Legislative Council will comply with its obligations under the federal and state Family and Medical Leave Acts ("FMLA") in effect on October 18, 2021. The Legislative Council will also voluntarily comply with the provisions of the federal FMLA to the extent it is not obligated to do so, with the exception of the provisions governing intermittent leave. The Legislative Council will provide intermittent leave benefits to employees under the federal FMLA only if required by law. Employees should reference the Personnel Policy for eligibility requirements, reasons for leave, and application process.

Article 28. Grievance and Arbitration Procedure

1. Intent

It is the intent of the parties to resolve disputes at the lowest appropriate hierarchical level and in the most informal manner practical, thereby fostering good and productive working relationships between and among all legislative employees. For the purposes of this Agreement, "grievance" means a claim by a covered employee or the Union that the Legislative Council has violated a specific provision or provisions of this Agreement.

2. Application

The Grievance and Arbitration Procedure does not apply to administrative matters in the Retirement Plan(s) or the group health, dental or life insurance plans provided or referred to in this Agreement. The Grievance and Arbitration Procedure applies to Committee Clerks as specified in Article 21, Committee Clerks.

Subject to the limitations in the paragraph above or in any other provision of this Agreement, an employee may present a grievance that concerns a dispute in the interpretation or application of the specific terms and provisions of this Agreement.

3. Grievance Procedure

Step 1. Within fifteen (15) workdays after the act or occurrence that gives rise to the grievance, the employee, or the union representative on behalf of the employee, may file the grievance, in writing via hard copy or email, to the employee's office director. The grievance must specify the term(s) of the Agreement that the employee believes has been violated, the date of the violation and the resolution requested by the employee. Within fifteen (15) workdays of such filing, the office director will meet with the employee, or the union representative on behalf of the employee, or both and take whatever actions are necessary and appropriate to investigate and evaluate the grievance. The office director will provide the employee and the union representative with a written response, via hard copy and email, to the grievance within fifteen (15) workdays after the grievance meeting has been held. Resolution at Step 1 will not be binding on future grievances and will not constitute precedent or practice.

Step 2. Within fifteen (15) workdays after the office director in Step 1 has informed the employee of the employer's decision, and if the employee is not satisfied with the Step 1 decision, the employee, or the union representative on behalf of the employee, may file the grievance with the Executive Director. The grievance must be filed in writing via hard copy or email. The grievance must specify the term(s) of the Agreement that the employee believes has been violated, the date of the violation and the resolution requested by the employee. Within

fifteen (15) workdays of the filing of the grievance, the Executive Director or Executive Director's designee will meet with the employee, or the union representative on behalf of the employee, or both, and take whatever actions are necessary and appropriate to investigate and evaluate the grievance. The Step 2 grievance will not be evaluated as an appeal. The Executive Director will determine the grievance on a de novo basis. The Executive Director will provide a decision to the employee and the union representative in writing within fifteen (15) workdays after the grievance meeting has been held. The Executive Director's determination will be final and binding and may be cited as precedent in future grievances involving the same facts and issue(s), unless the grievance is submitted to a Grievance Appeal Committee pursuant to Step 3 or submitted to arbitration pursuant to Step 4.

Step 3. If the grievance is not resolved by the Executive Director to the satisfaction of the employee at Step 2, it may be appealed by the Union by submitting a demand to the Executive Director via, hard-copy or email within fifteen (15) workdays of receipt of the Step 2 decision, to either a Grievance Appeal Committee under this Step (Step 3) or an arbitrator under Step 4. Parties may utilize the process in Step 3 or may file directly to arbitration (Step 4) if they do not wish to utilize the Grievance Appeal Committee (Step 3).

The members of the Grievance Appeal Committee will be selected within ten (10) work days of receipt of the appeal and will be composed of three (3) representatives from management (appointed by the Union and to include the HR Director; not to include the Executive Director) and three (3) MSEA members in this unit (appointed by the Executive Director or member of management on behalf of the Executive Director and to include an MSEA steward). Time served on the Grievance Appeal Committee will be paid time and the committee members shall maintain the confidentiality of the grievant(s) and the proceedings.

A hearing will be scheduled within the following forty-five (45) workdays. The parties may mutually agree to extend. During the hearing of the appeal by the Grievance Appeal Committee, both the grievant(s) and the office director will be able to present their case. The Grievance Appeal Committee will make a ruling and notify the parties involved, in writing, within twenty (20) workdays of the hearing. The Grievance Appeal Committee's determination

will be final unless the grievance is submitted to arbitration after receipt of the Step 3 decision, pursuant to Step 4. A grievant's decision to utilize Step 3 does not preclude their ability to pursue arbitration under Step 4.

Step 4. If the grievance is not resolved to the satisfaction of the grievant(s) at either Step 2 or Step 3, it may be appealed by the Union, through a written demand via hardcopy or email made within twenty (20) work days of receipt of the Step 2 or Step 3 decision, to an arbitrator who has been agreed upon by the Union and the Legislative Council to hear disputes subject to arbitration under this Agreement. A copy of the request for arbitration will be sent simultaneously to the Executive Director.

4. Arbitration Procedure

A. Arbitration Process

Arbitration is the fourth and final step of the grievance procedure.

B. Selection of Arbitrator

Upon receipt of such a demand for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator, the arbitrator shall be selected through the Labor Relations Connection ("LRC") in accordance with the LRC rules then in effect. The demand for arbitration along with a request for a list of arbitrators must be received by the LRC within six (6) weeks of the Executive Director's receipt of the deman for arbitration, in order for the LRC administration fees to be shared equally by the parties. If such request is not received by the LRC by the expiration of the six (6) weeks but is received within twelve (12) weeks, MSEASEIU shall pay the entire LRC administration fee. If a request has not been received by the LRC within twelve (12) weeks of the Executive Director's receipt of the request for arbitration,

MSEA-SEIU will be deemed to have waived its right to appeal the Step 2 decision to arbitration.

C. Scope of Arbitration

Decisions made by vote of the Legislative Council, or a committee of the Legislative Council, are not subject to the arbitration procedures of this Article so long as those decisions do not conflict with a specific provision of this Agreement. Examples of such operational decisions, if made by vote of the Legislative Council or a committee of the Legislative Council, are the establishment or elimination of positions and qualifications for legislative staff positions; the organization and composition of the legislative staff; the establishment of new, changed or improved methods of operation; the nature, method, quality and standards of any work to be performed; and any actions that may be necessary to carry out the mission of the Legislative Branch in the event of an emergency.

General Provisions Applicable to Grievance and Arbitration Procedure

A. Employees have the right to MSEA representation at any stage of the grievance process, and MSEA has the exclusive right to represent employees during the grievance process. If the employee chooses to be represented by an MSEA representative, the applicable representative of the Legislative Council will be so informed and all communications regarding the grievance will be addressed to the MSEA representative. MSEA has the sole authority to determine its representative on any grievance. When an employee elects to pursue a grievance without MSEA representation under this Article, MSEA may attend meetings and receive copies of any written determination. Only MSEA has the authority to bring a matter to arbitration.

B. In no event may a grievance be taken to the next step unless the employee and/or the Union representative meet the time limit specified in this Article. If an employee or the Union does not meet the prescribed time limit, the grievance will be construed to have been abandoned. If the grievance authority at any step does not meet the prescribed time limit, the step will be considered waived, and the employee or the Union representative may proceed to the next step, except that such waiver does not modify or expand the scope of the Grievance Procedure as defined in this Article or as otherwise limited in any other provision of this

Agreement. Any of the time limits contained in this Article may be extended by specific mutual agreement of the parties in writing via email or hard copy.

C. An aggrieved employee or MSEA representative will have the right to inspect and to obtain copies of any non-privileged records or documents reasonably necessary to process the grievance.

D. An aggrieved employee and any employee witnesses as may be reasonable will not suffer any loss of pay or be required to charge leave credits when present at an arbitration held during their regularly scheduled working hours. An aggrieved employee will not suffer any loss of pay or be required to charge leave credits when present at a scheduled grievance meeting. However, when such activities extend beyond the regularly scheduled working hours, such time will not be considered time worked.

E. Arbitrations will be conducted subject to the rules of the arbitrator selected pursuant to section 4(B) of this Article, unless provided otherwise in this Agreement or unless modified or waived by mutual written agreement of the parties with regard to a particular matter.

F. The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after completion of the proceedings. The arbitrator shall be bound by the rules of the LRC which are applicable to labor relations arbitrations and which are in effect at the time of the arbitration. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

G. An arbitrator acting under this Agreement has no authority to add to, modify, expand, limit or disregard any provision of this Agreement.

H. The arbitrator has the authority, as specifically given by this Agreement, to determine issues under the Agreement.

I. The decision of an arbitrator shall be final and binding, subject to the provisions of the Maine Uniform Arbitration Act.

J. Costs of arbitration, including fees and expenses of the arbitrator, will be borne equally by both parties, except that each party will bear the full expense of preparing and presenting its own case, including costs of counsel.

K. If either party desires a transcript, the non-requesting party may obtain a copy of the transcript by paying ½ the cost of the transcription services and copy charges. The arbitrator may have access to the transcript regardless of whether the non-requesting party elects to obtain a copy of the transcript by paying its share of the cost.

L. At least five (5) workdays in advance of an arbitration hearing date, the parties will exchange witness lists and lists of documents anticipated to be used. If either party determines that additional witnesses or documents will be relied on, the party will notify the other party no later than forty-eight (48) hours in advance of the hearing. In the event of noncompliance with this paragraph, either party may request an appropriate remedy from the arbitrator for that noncompliance.

M. At least five (5) workdays in advance of the date set for the first arbitration hearing, the parties will make a good faith attempt to resolve the dispute.

N. Following the submission of a demand for arbitration consistent with this Article, the parties may mutually agree to attempt to mediate one or more grievances, by either using the selected arbitrator, requesting a mediator be assigned by the LRC, or mutually agreeing upon a different mediator. The costs of mediation shall be borne by the parties in the same way as arbitration costs under this Article. In the event medication is unsuccessful, a grievance filed to arbitration under this Article may proceed to arbitration as provided above.

Article 29. Health and Safety

The Legislative Council will take appropriate action to assure compliance with all applicable laws concerning the health and safety of employees and will establish appropriate security procedures for its employees, in its endeavors to provide and maintain safe working conditions. MSEA agrees to support any programs required to meet health and safety needs of employees. All legislative employees must comply with all security procedures.

The Legislative Council and MSEA will seek to add Legislative Branch representation to the Executive Branch Building Safety Committee to assist in addressing building-based health and safety concerns.

The Labor-Management Committee shall meet in accordance with Article 33-A and each meeting shall include an agenda item for health and safety, unless mutually agreed by the parties not to include this item on the agenda. The parties may include in their discussions at LaborManagement Committee meetings topics including, but not limited to: (1) improving winter walkway maintenance; (2) exposure to and use of pesticides; (3) air quality testing and purification; (4) emergency alarm buttons; and (5) safety trainings. Notes of these discussions and any recommendations must be included in the report of the Executive Director as required by Article 33-A.

The parties shall enter into a side letter to this Agreement reflecting the Legislative Council's intent to work with the Bureau of General Services on building health and safety issues based on the work of the Labor-Management Committee.

Article 30. Holidays

Employees will have the following paid holidays:

New Year's Day – January 1st

Martin Luther King's Birthday
Presidents' Day

Patriot's Day

Memorial Day
Juneteenth – June 19th
Independence Day – July 4th
Labor Day
Indigenous Peoples Day
Veterans Day – November 11th Thanksgiving Day
Friday following Thanksgiving
Christmas Day – December 25th

A holiday falling on Saturday will be observed on the preceding Friday and a holiday falling on Sunday will be observed on the following Monday.

To be eligible for pay for a holiday, an employee, including part-time and session employees, must be in active pay status (i.e., working or using paid leave) on the workdays that immediately precede and follow the holiday. Holiday pay for part-time employees is prorated based on their authorized work schedule.

For bona fide religious reasons, an employee may choose to observe another established religious holiday if it is not a Legislature-observed holiday. The employee must arrange for the time off in advance with his or her office director and must use accrued leave for that time off.

Article 31. Hours of Employment

The Legislature's regular business hours are 8:00 A.M. to 5:00 P.M. Monday through Friday, year-round, exclusive of state-observed holidays. The legislative process by its nature often requires work outside of these regular business hours, and business hours may be adjusted to accommodate the work of the Legislature. The offices remain open, and legislative employees are expected to work, whenever the Senate or House of Representatives is in session or whenever the chair of the Legislative Council or the Executive Director determines that office hours will be extended to benefit the Legislature.

Each office director or the Legislative Information Office manager, as applicable, determines the specific work schedule of employees, and any variations by an employee from the standard workweek schedule are subject to prior approval of the employee's office director or manager. Employees are responsible for ensuring that their immediate supervisors are notified of any unscheduled absence as soon as possible.

Lunch Period

Except when operational needs prevent it, legislative employees are provided a daily onehour lunch break. If, because of operational needs, an employee is not provided a lunch break, the employee will be credited with time actually worked in lieu of a lunch break. Employees may not alter the lunch break in order to leave before the end of the workday, except in accordance with an approved alternative work schedule as provided in Article 18 of this Agreement.

Rest Period

A covered employee who works more than four (4) hours in a day will be provided two ten (10) minute rest periods per day on a schedule authorized by the employee's supervisor. When a regularly scheduled rest period would otherwise interrupt, disrupt, impede or stop any legislative operation, the employee's rest period must be rescheduled to another period during the day when the rest period will not adversely affect legislative operations. An employee may not use a rest period at the beginning or the end of a workday, thus shortening the workday for the employee.

Article 32. Insurance

1. Health Insurance

The Legislative Council will provide a health insurance plan for full-time legislative employees and part-time legislative employees whose regular work schedule is twenty (20) or more hours per week. The Legislative Council will pay a portion of the employee's individual health insurance premium as provided below and sixty percent (60 %) of the premium for health plan coverage for eligible dependents for employees electing dependent coverage. Payroll deductions of premiums for dependent coverage will be made for employees electing such coverage.

A. The Legislative Council will pay a share of the individual premium based on the employee's annual rate of pay on July 1st of each state fiscal year as follows:

1) For an employee whose base annual rate of pay is projected to be less than or equal to $50,000 on July 1st of the State fiscal year for which the premium contribution is being determined, the Legislative Council will pay 95% of the individual premium;

2) For an employee whose base annual rate of pay is projected to be greater than $50,000 and less than $100,000 on July 1st of the State fiscal year for which the premium contribution is being determined, the Legislative Council will pay 90% of the individual premium; and

3) For an employee whose base annual rate of pay is projected to be $100,000 or greater on July 1st of the State fiscal year for which the premium contribution is being determined, the Legislative Council will pay 85% of the individual premium.

The Legislative Council may pay a greater proportion of the total cost of the individual premium for those employees who meet specific benchmarks for healthy behavior in accordance with the provisions of 5 MRSA §285, sub-§7-A.

The Legislative Council will provide a health insurance plan for session-only legislative employees whose regular work schedule during the legislative session is twenty (20) or more hours per week as provided below.

While a session-only employee remains employed by the legislature during the term of this Agreement, the Legislative Council will pay a share of the employee's premium equal to that provided for full-time and part-time employees under paragraph A above and sixty percent (60%) of the premium for health plan coverage for eligible dependents for employees electing dependent coverage while the employee is in active work status. For purposes of insurance premiums, active work status for session-only employees in the Office of the Revisor of Statutes is during the period from November 1 through the last day of the month during which the date of statutory adjournment of a regular session falls. For all other session-only employees, active work status is during the period from January 1 through the last day of the month during which the date of statutory adjournment of a regular session falls. At all other times, while the employee remains employed by the legislature and not covered by another health insurance plan, the Legislative Council will pay the same portion of the premium for health plan coverage for the employee, inclusive of the healthy behavior credit as provided under 5 MRSA §285, sub-§7-A, and the same portion of the premium for health plan coverage for eligible dependents for employees electing dependent coverage that the Legislative Council pays when that employee is in active work status. The payment by the Legislative Council of premiums for health insurance for session-only employees not in work status is not intended to provide an incentive for employees to artificially delay notice of resignation.

The employee is responsible for that portion of the premium not paid for by the Legislative Council.

Premium payments for session-only employees will be payroll deducted when the employee is in pay status. Session-only employees will be billed directly by the insurance provider for their premiums during the interim.

Application for health plan coverage must be made within sixty (60) calendar days from the date of initial employment (the initial enrollment period) or during the next open enrollment period following the initial enrollment period.

The health plan provided by the Legislative Council will be administered in accordance with the requirements of the plan, and employees are subject to the plan requirements.

2. Dental Insurance

The Legislative Council will provide a dental insurance plan for full-time employees and part-time employees whose regular work schedule is twenty (20) or more hours per week. The Legislative Council will pay one hundred percent (100%) of the premium for dental plan coverage for the employee. The cost of premiums for dependent coverage, if dependent coverage is elected, must be paid by the employee. Payroll deductions for premiums for eligible dependent coverage will be provided for employees electing such coverage.

The Legislative Council will provide a dental insurance plan for session-only legislative employees whose regular work schedule during the legislative session is twenty (20) or more hours per week as provided below.

For a session-only employee who is employed in a bargaining unit position and once eligible under the plan requirements, the Legislative Council will pay one hundred percent (100%) of the premium for dental plan coverage for the employee. The cost of premiums for dependent coverage, if dependent coverage is elected, must be paid by the employee.

Session-only employees will be billed directly by the insurance provider for any dependent coverage premiums during the legislative interim. Dental insurance premiums paid while in session will be via payroll deduction.

Application for dental plan coverage must be made within sixty (60) calendar days from the date of initial employment (the initial enrollment period) or during the next open enrollment period following the initial enrollment period.

The dental insurance program provided by the Legislative Council will be administered in accordance with the requirements of the plan, and employees are subject to the plan requirements.

3. Life Insurance

The Legislative Council will provide a group life insurance plan for full-time employees, part-time employees whose regular work schedule is twenty (20) or more hours per week, and session-only legislative employees. The Legislative Council will pay one hundred percent (100%) of the premium for an employee's basic group life insurance. The cost of premiums for supplemental and dependent coverage is paid by the employee. Payroll deductions for premiums for supplemental and dependent coverage will be provided for full and part-time employees. Session employees will be billed directly by the insurance provider for supplemental and dependent coverage.

The life insurance plan provided by the Legislative Council will be administered in accordance with the requirements of the plan, and employees are subject to the plan requirements.

Article 33. Insurance Premiums for Reemployed Retirees

A retired state employee or any other individual who is receiving service retirement benefits through the Maine Public Employees Retirement System (MainePERS) and who becomes employed or reemployed by the Legislature following retirement may not receive Statepaid payment or contribution of any portion of premiums or other costs for health insurance, dental insurance or life insurance, notwithstanding any other provisions of this Agreement, unless otherwise specifically required by law.

Article 33-A. Labor-Management Committee

The purpose of the Labor-Management Committee is to create a forum for enhanced communication and collaboration between MSEA and the Legislative Council to discuss and address workplace issues and concerns as they arise. The Labor-Management Committee will be composed of two (2) equal groups of members: one consisting of up to three (3) Legislative staff members appointed by MSEA and one consisting of up to three (3) Legislative staff members of management appointed by the Executive Director. Except in extreme circumstances, the LaborManagement Committee will meet during normal business hours and at least once every calendar quarter. At the request of either group, the Committee may agree to meet up to once per month.
Upon mutual agreement of both groups, the Committee may meet more than once per month. Each group will provide notice to the full Labor-Management Committee of their discussion items at least 24-hours in advance of the meeting.

Each meeting shall include an agenda item for health and safety, unless mutually agreed by the parties not to include this item on the agenda. The parties may include in their discussions at meetings topics including, but not limited to: (1) improving winter walkway maintenance; (2) exposure to and use of pesticides; (3) air quality testing and purification; (4) emergency alarm buttons; and (5) safety trainings.

Minutes of each meeting, including any discussion of health and safety items, will be prepared by the Executive Director’s office and distributed to covered employees.

Article 34. Legislative Leave

The Legislative Council's adoption of legislative leave reflects its recognition that the legislative session often imposes extra work demands on legislative employees. Legislative

leave is designed to supplement vacation leave and compensating time available to full-time and part-time legislative employees.

1. Rate of Accrual

Full-time legislative employees accrue legislative leave as follows:

First or Second Accrued (per session)	Hours Regular Sessions Completed
0- 6	24
7-12	40
13 or more	56

Part-time legislative employees who are scheduled to work at least twenty (20) hours a week on a year-round basis accrue legislative leave proportionally to the amount of time the employee is regularly scheduled to work. For example, a part-time employee who works 20 hours per week, fifty-two (52) weeks a year and has completed five (5) regular sessions will accrue twelve (12) hours of legislative leave.

Session employees and other legislative employees who work less than twelve (12) months per calendar year and employees who are on a leave of absence during the legislative session do not accrue legislative leave.

To be eligible for legislative leave accrual, an employee must have worked at least 50% of the time period between the convening of the regular session and the date of statutory adjournment of that regular session and be employed by the Legislative Council at the time such leave is credited. Partial accruals are not granted except as indicated above for part-time employees.

Previous sessions worked as a session-only employee are considered sessions completed for purposes of calculating legislative leave accruals.

For purposes of legislative leave benefits, special sessions do not count toward the number of legislative sessions completed.

2. Use of Legislative Leave

Legislative leave is credited to the employee upon the statutory adjournment of the regular session or the adjournment *sine die* of the regular session, whichever occurs later. With the implementation of a new HR Management System, it is the parties' expectation that, subject to Article 59, legislative leave may be available for use in the pay period following the period when it is granted.

Accrued legislative leave must be used in the legislative biennium in which it is earned. Unused legislative leave lapses upon convening of the next First Regular Session. Legislative employees must schedule all legislative leave in advance and in consultation with the employee's office director. Use of legislative leave is subject to operational needs of the office.

Legislative leave has no cash value; therefore, an employee may not be paid for unused legislative leave upon termination of legislative employment.

Article 35. Longevity Stipends

A covered bargaining unit employee is eligible for a longevity stipend during the term of this Agreement based on the following criteria. In the event any provision of this Agreement is in conflict with applicable law or is contrary to the funding authorized by the Legislature, then the applicable law or funding limitations shall govern to the extent inconsistent with the terms of this Agreement.

A. Eligibility

Eligibility for a longevity stipend is determined by the number of years of service in Maine State Government. Project or non-status acting capacity employment in another branch of state government is not considered service.

Once a session-only employee has an established work anniversary date, eligibility for a longevity stipend is calculated using the number of calendar years of service.

B. Benefit

Longevity stipends will be paid as a biweekly stipend added to the employee's base pay on the date of eligibility as follows:

1. Employees with five (5) years but less than ten (10) years of eligible service shall receive a longevity stipend of ten cents ($0.10) per hour added to the employee's base pay.

2. Employees with ten (10) years but less than fifteen (15) years of eligible service shall receive a longevity stipend of twenty cents ($0.20) per hour added to the employee's base pay.

3. Employees with fifteen (15) years but less than twenty (20) years of eligible service shall receive a longevity stipend of thirty cents ($0.30) per hour added to the employee's base pay.

4. Employees with twenty (20) years but less than twenty-five (25) years of eligible service shall receive a longevity stipend of forty cents ($0.40) per hour added to the employee's base pay.

5. Employees with twenty-five (25) years but less than thirty (30) years of eligible service shall receive a longevity stipend of sixty cents ($0.60) per hour added to the employee's base pay.

6. Employees with thirty (30) or more years of eligible service shall receive a longevity stipend of seventy cents ($0.70) per hour added to the employee's base pay.

7. Employees who have retired from state service and who are reemployed by the Legislature are not eligible for a longevity stipend.

Article 36. Military Leave

Employees who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to a leave of absence from their respective duties, without loss of pay, and shall accrue sick and annual leave and seniority during periods of military leave not to exceed seventeen (17) workdays in any calendar year, and will otherwise receive rights as applicable under the Uniformed Services Employment Rights and Reemployment Act and other applicable state or federal law. Upon receipt by an employee of military orders requiring that employee to report for duty, that employee shall notify the employee's office director within seven (7) calendar days of receiving the orders.

Article 37. MSEA Communications

The Legislative Council will make available its electronic mail system for use by MSEA for the purpose of distributing electronic meeting notices and other non-partisan union-related materials ("union materials") relating to Legislative Council bargaining unit employees.

All union material intended for distribution must be authorized by a representative of MSEA who is an elected union official in MSEA or any paid MSEA staff member. The material may not be profane, obscene, politically partisan or defamatory to the Legislature, its representatives or any individual and may not constitute campaign material between competing employee organizations which would violate any obligation of neutrality by the Legislature. The material must relate to the legislative bargaining unit and must be of an incidental nature.

Article 38. No Strikes No Lockouts

The MSEA agrees that it will neither authorize nor approve any strike, work stoppage, or slowdown of work during the term of this Agreement. The Legislative Council agrees that it will not engage in any lockout of its employees during the term of this Agreement.

MSEA officers and stewards at all levels, individually and collectively, agree not to directly or indirectly authorize, prepare for, participate in, ratify or condone any strike, slowdown, work stoppage, illegal picketing or illegal boycott. MSEA officers and stewards who are members of the bargaining unit will remain at work during any unauthorized action.

"Work stoppage" includes a concerted failure by employees to report for duty; a concerted absence of employees from work; a concerted stoppage of work; or a concerted slowdown in the full and faithful performance of duties by a group of employees.

MSEA will promptly take all action required by law, including notification to bargaining unit members engaged in illegal job actions that such action is neither authorized or condoned.

Both parties acknowledge that engaging in a strike, work slowdown or work stoppage is illegal under Maine law.

Article 39. Nondiscrimination

The Legislative Council and MSEA agree to comply with state and federal law and established policy prohibiting all forms of illegal discrimination.

MSEA agrees to support affirmative action programs mandated by law and any affirmative action programs affecting legislative employment that comply with or are mandated by applicable state or federal laws.

MSEA and the Legislative Council agree that discrimination, intimidation or harassment of employees, including sexual harassment, is unacceptable and will not be condoned or tolerated by MSEA or the Legislative Council.

To the extent that protection against a form of discrimination covered by this Article is also provided by state and/or federal law, an employee alleging the violation of such a right will have the full opportunity to use the dispute resolution process provided in this Agreement, except that for any final adjudication of such a discrimination claim the employee may seek redress either through the final stage of resolution under this Agreement or through pursuit of his or her statutory legal remedy in the appropriate administrative agency or court, but not both.

Article 40. Outside Employment

Legislative Council employees who are employed by the Legislature on a full-time basis may not otherwise be employed in any activity that creates a conflict of interest in appearance or substance or in any way conflicts with their ability to perform their duties for the Legislature. These activities include those for which the employee is paid and those for which the employee volunteers. An employee whose outside employment or activities may pose a conflict of interest must disclose the potential or actual conflict to his or her office director. The office director's decision on whether the outside employment or activities must be suspended or curtailed may, if unsatisfactory to the employee, be reviewed by the Executive Director, if request for review is made in writing via email or hard copy to the Executive Director. The Executive Director's decision may, if unsatisfactory to the employee, be reviewed by the Personnel Committee of the Legislative Council, if request for review is made in writing to the Chair of the Personnel Committee. The decision of the Personnel Committee is final.

No employee may accept honoraria, fees or other compensation except from the Legislature for services related to legislative employment. An employee may be reimbursed for reasonable expenses incurred in making a presentation at a conference or meeting or similar forum that has been approved in advance by the employee's office director.

The needs of the Legislature take precedence over any outside activity, and employees who have other work or organizational commitments must either modify or suspend their involvement to fulfill the obligations of their legislative employment.

Article 41. Overtime

While overtime work is often a necessary aspect of work at the Legislature for many employees, excessive or unforeseen overtime work can have a negative impact on the morale, work-life balance and health and safety of legislative staff. An office director whose employees are subject to overtime shall make a concerted effort to minimize the impact of overtime on staff, shall work to apportion the burden of overtime as fairly as possible among affected employees, and when possible shall provide advance notice regarding potential overtime work and free time. A good-faith attempt by an employee to provide notice with respect to the employee's inability in an isolated instance to work overtime for which the employee was not prospectively scheduled is not grounds for discipline.

1. Overtime Requirements

Because of the unique schedule and nature of the work of the Legislature, overtime is a necessary aspect of legislative work, and employees are required to work overtime at times during the legislative session, including evenings, weekends and holidays. The salary, benefit plans and leave policies for legislative employees are designed, among other things, to fairly compensate employees for overtime required to perform their legislative work. It is understood that the Legislative Council has the right to schedule all overtime work and to schedule work in a manner that minimizes overtime.

2. Use of Overtime and Compensating Hours

An employee may not work overtime unless the employee's office director or designee expressly authorizes it. Compensating time must be taken at a time mutually agreed on by the employee and the employee's office director. During the legislative session, the use of

compensating hours is permitted, under the same conditions as vacation leave during the legislative session.

3. Accrual of Compensating Hours

Full-time legislative employees are eligible to accrue compensating time for necessary overtime worked in accordance with the schedule listed below. Time during which an employee is excused from work with pay under Holidays (Article 30), Early Release or Delay or Cancellation of Regular Work Day (Article 25), or Bereavement (Article 19), of the Agreement is considered "time worked" for purposes of computing overtime.

A. Salary grades 1 – 6. Compensation at one and one half times the employee's regular rate of pay for hours actually worked beyond eight (8) in a day or forty (40) in a work week, including time worked on Saturdays, Sundays and state-observed holidays. Employees in grades 1 – 6 may elect to receive either overtime pay or accrue compensating time in accordance with procedures established by the Executive Director's office. Accrual of compensating time is limited to 120 hours in a calendar year, and all overtime hours in excess of 120 will be paid out in the first full pay cycle after the conclusion of the relevant session. Compensating time that remains unused by December 31 of the year in which the compensating time was accrued may be carried over to the following year or paid as overtime pay upon mutual agreement between the employee and the employee's office director. If the employee and office director are unable to reach a mutual agreement, the final decision will rest with the Executive Director.

Session employees will continue to accrue comp time above the standard or prorated cap. Compensating time that remains unused will be paid out to the employee upon the start of session leave. Effective with the implementation of a new HR Management System, it is the parties' expectation that, subject to Article 59, session-only employees may choose to be paid out their leave balances, or a portion, upon the start of session leave, or to carry them.

B. Salary grades 7 – 12. Employees earn compensating time at one times the employee's regular rate of pay for hours actually worked beyond forty (40) in a work week, including time worked on Saturdays, Sundays and state-observed holidays, up to a maximum of one hundred twenty (120) hours. All overtime worked requires the prior approval of the employee's office director. Accrual of compensating time is limited to one hundred twenty (120) hours at any one time.

C. Accrual rates for part-time employees. Eligible part-time employees, including part-time session-only employees, earn compensation or accrue compensating time (depending on the employee's election) on an hour-for-hour basis for necessary overtime hours actually worked beyond the number of hours they are regularly scheduled to work up to eight (8) in a day or forty (40) in a work week, including time worked on Saturdays, Sundays, and state-observed holidays. For hours actually worked beyond eight (8) in a day or forty (40) in a work week, the employee earns compensation or accrues compensating time (depending on the employee's election) at the hourly rate that applies to that employee's salary grade.

D. Accrual limits for part-time employees. For part-time employees, in any salary grade, the comp time cap is proportional to the amount of time the employee is regularly scheduled to work. (Example: a part-time employee in salary grade 5 who works a twenty (20) hour per week schedule may accrue compensating time after twenty (20) hours in a week up to a maximum of sixty (60) hours at any one time.)

4. Record keeping and Increments

Employees must record overtime hours worked weekly on the employee's time sheets. Time is recorded in fifteen (15) minute increments.

5. Payment on termination

On termination of legislative employment, covered employees will be paid for unused compensating time. For purposes of this Article, termination of legislative employment includes death of a covered employee.

Article 42. Parental Leave

Paid parental leave for childbearing and adoption shall be granted to an employee with pay for their regularly scheduled hours during a period of time not to exceed thirty (30) work days, taken continuously, beginning no later than twelve (12) weeks directly following the birth or adoption of the child or children.

Article 43. Personnel Files

The Office of the Executive Director is responsible for maintaining the official personnel files for employees and for responding to requests for personal information about employees. Personnel files include, but are not limited to, memoranda and documents related to employees' appointment, transfer, promotion, demotion, suspension, dismissal or other disciplinary action, commendations, records of training, salary rates, benefits history, payroll deductions and tax withholdings, leaves of absence, time records, employment history, performance evaluation, residence and mailing address, emergency contacts and changes in status.

Employees are responsible for providing to the Office of the Executive Director all appropriate personnel information that is not in the possession of the Legislative Council. Employees are responsible for promptly reporting all changes in name, address, marital or other family status to the Office of the Executive Director.

Pursuant to 26 MRSA §631, employees are permitted to review their own personnel files and may make copies of their own personnel file. The review must take place during regular business hours and will be conducted under the oversight of the Executive Director or the Executive Director's designee. An employee will be allowed to place in the file a response of reasonable length to any material contained in the file that the employee believes is adverse.

The parties recognize that for the protection of all parties, certain personnel records are confidential by law, including those described in 5 MRSA §7070 pertaining to public employees. In any request to review personnel files, the Executive Director or designee will take appropriate actions to ensure the confidentiality of such records.

Article 44. Political or Partisan Activity

To assure the maintenance of the highest ethical standards, both Legislative Council employees and Committee Clerks are subject to rules and requirements regarding political or partisan activity. In order to avoid partisanship and conflicts of interest, Legislative Council employees and Committee Clerks are subject to rules and requirements on partisan and political activity as follows, unless otherwise controlled or prescribed by law or by Joint Rules in effect during the term of this Agreement.

Legislative Council Employees

1. **Use of official authority.** An employee may not use that employee's official authority, influence or supervisory position for the purpose of:
   a. Interfering with or affecting the result of a partisan election or a nomination for elective office; or
   b. Attempting to intimidate, threaten, coerce, command or influence a person to give or withhold a political contribution or to engage or not engage in any form of political activity as defined below.

"Use of official authority or influence" includes promising to confer or conferring a benefit such as compensation, a grant, contract, license or ruling; effecting or threatening to effect a reprisal or taking, directing others to take, recommending, processing or approving any personnel action.

2. **Political contributions.** An employee may not:

a. Give or offer to give political contribution to an individual to vote or refrain from voting or to vote for or against any candidate or measure in any partisan election;
b. Solicit, accept or receive a political contribution to vote or refrain from voting or to vote for or against any candidate or measure in any partisan election;
c. Knowingly give or hand over a political contribution to a superior of the employee;
d. Knowingly solicit, accept or receive or be in any manner concerned with soliciting, accepting or receiving a political contribution from another employee or a member of another employee's immediate family who is subordinate of the employee; or
e. Knowingly solicit, accept or receive a political contribution from or give a political contribution to any person who has interests that may be substantially affected by the performance or nonperformance of the employee's official duties.

4. **Candidacy for elective office.** An employee may not be a candidate for elective office in a partisan public election.

5. **Right of voting.** An employee retains the right to vote in general and special elections as that employee chooses.

6. **Certain other partisan activities prohibited.** In addition, a Legislative Council employee, as a condition of employment, is prohibited from participating in any activity, including advocacy on legislation that may come before the Legislature, that substantially compromises his or her ability to discharge his or her duties to the Legislature effectively and impartially.

   Nonpartisan employees are expected to work with legislators regardless of their political affiliation or belief and any activity that might reasonably be construed by legislators to be partisan is unacceptable. Legislative Council employees have an obligation to consult with their office director to determine the applicability of this

policy to a particular activity. Office directors, in consultation with the Executive Director, bear the final responsibility for deciding the appropriateness of any activity not expressly prohibited by this policy. This policy is not intended to prevent a Legislative Council employee from participating actively in his or her local community.

Legislative Council employees are prohibited from engaging in the following activities:

a. Serving as an officer of a political party, as a member of a national, state or local committee of a political party, as an officer or member of a committee of a political club, or being a candidate for any of these positions;
b. Organizing or reorganizing a political party or political club;
c. Soliciting, collecting, disbursing, or accounting for assessments, contributions, or other funds for a political party or political club;
d. Organizing, selling tickets to, promoting or actively participating in a fundraising activity of a partisan candidate, a political party or a political club;
e. Taking an active part in managing the campaign of a partisan candidate for public or political party office, or working for or donating personal time and service to a political cause;
f. Soliciting votes in support of or in opposition to a partisan candidate for public office or political party office;
g. Acting as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or partisan candidate;
h. Driving voters to the polls on behalf of a political party or partisan candidate;
i. Endorsing or opposing a partisan candidate for public office or political party office in a political advertisement, a broadcast, campaign literature, or similar material;
j. Serving as a delegate, alternate, or proxy to a political party convention;
k. Addressing a convention or rally of a political party in support of, or in opposition to, a partisan candidate for public office or political party office;
l. Initiating or circulating a partisan nominating petition;

m. Making a financial contribution to a candidate, political party or organization formed for the purpose of supporting any candidate for the Maine Legislature or other State office;
n. Displaying political posters, stickers, badges or buttons; or
o. Lobbying the Legislature or Legislators or related activities, whether or not for compensation.

7. Testifying before legislative committees. The role and responsibilities of nonpartisan Legislative Council employees generally preclude formal testimony by a non-partisan legislative employee at a public hearing of any legislative committee or subcommittee, including joint standing and select committees, study committees, task forces or commissions. When an occasion arises where a Legislative Council employee is asked to testify, the employee must inform the employee's office director of the request. The employee shall work with the office director to determine the appropriateness of the request and, if authorized by the director to testify, shall ensure that the testimony is appropriate and solely of an explanatory nature. The office director shall promptly notify the Executive Director of any request or approval for a legislative employee to testify.

Legislative Committee Clerks

1. Use of official authority. An employee may not use that employee's official authority, influence or supervisory position for the purpose of:
a. Interfering with or affecting the result of a partisan election or a nomination for elective office; or
b. Attempting to intimidate, threaten, coerce, command or influence a person to give or withhold a political contribution or to engage or not engage in any form of political activity as defined below.

"Use of official authority or influence" includes promising to confer or conferring a benefit such as compensation, a grant, contract, license or ruling; effecting or threatening to effect a reprisal or taking, directing others to take, recommending, processing or approving any personnel action.

2. Political contributions. An employee may not:

a. Give or offer to give political contribution to an individual to vote or refrain from voting or to vote for or against any candidate or measure in any partisan election; or

b. Solicit, accept or receive a political contribution to vote or refrain from voting or to vote for or against any candidate or measure in any partisan election.

3. Candidacy for elective office. An employee may not be a candidate for an elective state office in a partisan public election.

4. Right of voting. An employee retains the right to vote as that employee chooses.

5. Certain other activities prohibited. The operations of all legislative offices are supported by taxpayers' dollars to carry out the work of the Legislature. Committee clerks may participate in partisan election and reelection campaigns only when the clerk is on session leave. It is the policy of the Legislature to segregate these political activities from the work of the Legislature to avoid actions that may affect the clerk's ability to serve all members of the committee regardless of party affiliation.

6. Participation by legislative employees in campaigns and campaign-related activities. A committee clerk who participates in campaigns may only do so when the clerk is on session leave. Participation in campaigns includes but is not limited to fund-raising for campaigns for elective office and directly related activities.

In addition, a committee clerk, unless the clerk is on session leave, is prohibited from participating in any activity, including advocacy on legislation that may come before the Legislature, that substantially compromises his or her ability to discharge his or her duties to the Legislature effectively and impartially. Committee clerks should refer to Section III.B. of the Legislative Committee Clerks' Handbook for a list of activities clerks are prohibited from engaging in during the Legislative Session.

7. **Use of legislative equipment and resources restricted.** The computer system, including the Internet and network systems, telephones, fax machines and photocopying equipment in the legislative offices are for use by legislative employees for the purpose of performing work related to their legislative employment. This equipment is purchased with public funds and its use is limited to the business of the Legislature. Pursuant to 3 MRSA §170-A, legislative employees are prohibited from using the computer system, telephones, copying machines and other legislative equipment at any time for work related to campaigns.

8. **Display of campaign materials in the State House.** Campaign materials for current candidates for public office may not be placed or displayed at any location in the State House, including in offices, hallways, elevators, information kiosks and legislative committee rooms, on the second floor of the Cross Building or on State House grounds.

9. **Testifying before legislative committees.** The role and responsibilities of committee clerks generally preclude the presentation of testimony at a public hearing of a legislative committee or subcommittee, including joint standing and select committees, study committees, task forces, councils or commissions. Committee clerks may testify only upon the express, written approval of and under conditions established jointly by the presiding officers. Written approval may include email or hard copy.

Article 45. Probationary Period

1. New Hires

The probationary period for newly hired employees in the bargaining unit shall be six (6) months for full-time employees and one thousand forty (1,040) hours exclusive of overtime hours worked for part-time and session employees. The probationary period may be extended by the Executive Director for up to an additional three (3) months for full-time employees and five hundred twenty (520) hours for part-time and session employees. If the probationary period is to be extended, the employee will be so notified in writing at least five (5) workdays prior to the end of the probationary period. Upon an employee's satisfactory completion of probation, the Executive Director or the Executive Director's designee will so notify the employee in writing within five (5) workdays of the end of the probationary period.

Unless prohibited by law, if the employee is granted a leave of absence without pay during the employee's probationary or extended probationary period, the probationary period shall be extended proportionately. A newly hired employee will not be eligible to apply for promotion or voluntary transfer during the new hire probationary period, including an extended probationary period if applicable. During the probationary or extended probationary period, the employee's employment may be terminated at any time without just cause. Any such termination is final and is not subject to the Grievance and Arbitration Procedure, Article 28.

2. Benefits

Vacation, legislative and sick leave are accrued during the period of probation.

3. Promotional Probation

An employee who has satisfactorily completed his or her new hire probationary period and who subsequently is transferred or promoted to another covered position shall serve a six (6) month probationary period which may be extended for a period up to an additional three (3) months. During that probationary or extended probationary period, the employee may be removed from the position for inadequate performance of the duties or requirements of the position. Upon removal, if the employee desires and if the employee's former position has not been filled or abolished or if the Executive Director has kept the position vacant and intends to fill the position, the employee may return to that position.

If an employee who is seeking a transfer or promotion to another covered position wishes to use scheduled leave previously approved by the employee's current office director upon transfer or promotion, the employee must make the request at the time the transfer or promotion is sought. The request will be honored and the employee so notified at the time of transfer or promotion if the request is timely made, if the director in whose office the person is to be transferred or promoted determines that operational needs will allow such leave or portion thereof, and if that leave commences within 6 months of the date of transfer or promotion or by the end of the calendar year, whichever is longer.

4. Committee Clerks

This Article applies to Committee Clerks only to the extent expressly provided for in Article 21, Committee Clerks.

Article 46. Reclassifications

A. Legislative Council Employees

The reclassification of a position held by a covered Legislative Council employee may be warranted from time to time as a result of restructuring of an office, consolidation of positions, the implementation of new technologies or functions or other changes that cause a fundamental

change in the roles and responsibilities assigned to the position. The Executive Director, an office director or an affected Legislative Council employee may initiate a request to reclassify a position to a different classification or pay grade. The Legislative Council shall consider the request in the context of comparable positions and their responsibilities, overall consistency and equity with the classification and salary plan, and budgetary constraints.

If an employee believes that due to a fundamental change in the employee's responsibilities or assignments, a change in the employee's classification or pay grade is appropriate, the employee should first discuss it with the office director. If, after discussion with the office director, the employee wants to pursue a reclassification of his or her position, the employee shall make the request in writing, describing the change requested and the justification for the request. The office director shall forward the request and a recommendation to the Executive Director in accordance with procedures established by the Executive Director.

Upon receipt of a request and recommendation from an office director to review the classification or pay grade of an employee or a group of employees, the Executive Director will evaluate the request and recommendation. The Executive Director or designee will meet with the employee and his or her union representative, if requested, and consider information presented to justify or support the reclassification. After considering all the information, the Executive Director will determine what action should be taken. The Executive Director may deny the request. If the Executive Director determines that the employee or employees are performing work out of their classification or that a change in pay grade is warranted, the Executive Director will either (1) modify the employee's duties and responsibilities that are out of the employee's assigned classification so the employee resumes working within the employee's assigned classification; or (2) seek Personnel Committee approval to reclassify the employee to a different classification or pay grade.

If the employee is dissatisfied with the Executive Director's determination, the employee may appeal the determination to a Reclassification Appeal Committee comprising an equal number of representatives from both management (appointed by the Executive Director) and the Bargaining Unit (MSEA members in this unit appointed by the MSEA representative). During

the hearing of the appeal by the Reclassification Appeal Committee, both the employee and the Office Director will be able to present their case, however they will be absent for the deliberations. The Reclassification Appeal Committee will try to reach a consensus to determine whether or not the employee is working out of his/her classification and decide which, if any, assigned job tasks are outside of the employee's current job classification. When a consensus has been reached by the Reclassification Appeal Committee, the Executive Director will either (1) modify the employee's duties and responsibilities that are out of the employee's assigned classification so the employee resumes working within the employee's assigned classification; or (2) seek Personnel Committee approval to reclassify the employee to a different classification or pay grade.

If the Reclassification Appeal Committee cannot reach a consensus, or if the employee is dissatisfied with the Reclassification Appeal Committee's determination, the employee may appeal the determination to the Legislative Council. The appeal must be made in writing and must state with specificity the basis for disagreement with the Executive Director's determination. The appeal must be received by the Executive Director no later than ten (10) work days after the employee has received the Reclassification Appeal Committee's report. The Legislative Council or, if designated, the Personnel Committee will issue a determination on the appeal within a reasonable time, generally no later than twenty (20) workdays from the date that the appeal has been received by the Executive Director. The Legislative Council's determination will be final.

Any adjustment in pay for time when the employee was determined to be working out of classification, including for work outside the employee's classification that was subsequently withdrawn by the Executive Director, or any adjustment in pay grade that has been determined to be warranted, will be paid retroactively at the rate for the appropriate classification or pay grade from the date of request for reclassification.

B. Committee Clerks

The Executive Director or an affected covered legislative committee clerk may request a reclassification of a committee clerk's position to a different classification or pay grade. Such a request must be considered in the context of comparable positions and their responsibilities, overall consistency and equity with the classification and salary plan, and budgetary constraints.

If a committee clerk believes that due to a fundamental change in the roles and responsibilities assigned to the committee clerk position, a change in the employee's classification or pay grade is appropriate, the committee clerk shall make the request in writing to the Executive Director, describing the change requested and the justification for the request. Upon receipt of a request to review the classification or pay grade of a committee clerk, the Executive Director will evaluate the request and recommendation. The Executive Director or the Executive Director's designee will meet with the employee and his or her union representative, if requested, and consider information presented to justify or support the reclassification.

If the request is for reclassification to a classification that does not exist in the Legislature's established position classification system, the Executive Director may consult with the presiding officers and will make a recommendation to the Legislative Council as to whether the request should be granted or denied. The Legislative Council will then evaluate the request and the recommendation and will make a determination, which will be final.

If the request is either for reclassification to an existing classification or for assignment to a pay grade other than that established for the committee clerk position classification, the Executive Director will determine what action should be taken, after having considered the information. The Executive Director may deny the request. If the Executive Director determines that the employee is performing work out of his or her classification or a change in pay grade is warranted, he will either (1) modify the employee's duties and responsibilities that are out of the employee's assigned classification so the employee resumes working within the employee's assigned classification; or (2) reclassify the employee to a different classification or pay grade. If the employee is dissatisfied with the Executive Director's determination, the employee may appeal the determination to the Legislative Council. The appeal must be made in writing and must state with specificity the basis for disagreement with the Executive Director's

determination. The Executive Director must receive the appeal no later than ten (10) workdays after the employee has received the Executive Director's determination. The Legislative Council or, if designated, the Personnel Committee will issue a determination on the appeal within a reasonable time, generally no later than twenty (20) workdays from the date that the appeal has been received by the Executive Director. The Legislative Council's determination will be final.

Any adjustment in pay for time when the employee was determined to be working out of classification, including for work outside the employee's classification that was subsequently withdrawn by the Executive Director, or any adjustment in pay grade that has been determined to be warranted, will be paid retroactively at the rate for the appropriate classification or pay grade from the date of request for reclassification.

Article 46-A. Remote Work

The scheduling and approval of remote work is subject to the Legislative Council's Planned Remote Work Policy for Nonpartisan Legislative Offices.

An Office Director has the authority for determining the feasibility of remote work by that employee, in that position, in that director's office in accordance with the Legislative Council's Planned Remote Work Policy for Nonpartisan Legislative Offices.

a. An Office Director may not unreasonably withhold approval of an employee's request for remote work.
b. The decision of a requesting employee's Office Director to approve or deny an employee's request for planned remote work authorization may be appealed by the employee to the Executive Director. The decision of the Executive Director is final and is not subject to further appeal or grievance.
c. If an employee wishes to appeal the decision of that employee's Office Director, that employee shall file an appeal in writing with the Executive Director. The Executive Director, within fifteen (15) work days of receipt of the appeal, shall approve,

approve with modification, or deny the remote work request of the employee. The Executive Director may take whatever means the Executive Director considers necessary to arrive at a decision that comports with the spirit of this Article.

Article 47. Resignation from Employment

The parties recognize that the quality of the legislative process and of the legislative staff support to those processes is highly dependent on the continuity of staff assignments during the course of the legislative session. Any employee who wishes to resign must submit a written notice of resignation via email or hard copy to the employee's office director at least fourteen (14) calendar days prior to the effective date of the resignation. However, if the resignation occurs within sixty (60) days of the start of a regular session of the Legislature, or while the Legislature is in session, the employee must provide at least thirty (30) calendar days' notice of resignation. Notices any shorter than the required period will result in the employee resigning "not in good standing." This will be noted in the employee's personnel file and will be cause for denying the employee future employment with the Legislature. The resignation notice period may be waived by mutual agreement between the employee and the Executive Director. Any such waiver must be in writing via email or hard copy.

Any legislative employee who chooses to pursue alternative employment while employed by the Legislature must immediately notify his or her office director or the Executive Director if any such prospective employment appears to present an actual or potential conflict of interest. A committee clerk must notify the Legislative Information Office manager.

Article 48. Retirement Stipend

The Legislative Council recognizes the high level of knowledge and expertise that legislative employees achieve during their employment tenure, and also recognizes the importance of retaining and transferring that institutional knowledge in the case of the retirement of an employee. A legislative employee with at least five (5) years of employment with the Legislature is eligible to receive a retirement stipend of five hundred dollars ($500) provided that

the employee submits a written notice of retirement via email or hard copy to the employee's office director at least ninety (90) calendar days in advance of the pending retirement date. The retirement stipend, subject to applicable tax withholdings, will be paid in a single payment at the time of final payment of wages.

Article 49. Seniority

1. Definition

Seniority is defined as the length of continuous legislative service from the last date of hire by the Legislature. Upon completion of the initial probationary period, seniority will be granted retroactively to the date of hire.

2. Accrual of Seniority

An employee shall continue to accrue seniority while on:

(a) layoff and subject to the recall provisions of this Article;
(b) military leave as provided by law;
(c) medical leave, including leaves due to illness or injury for which the employee receives temporary disability income benefits, Workers' Compensation or MSRS disability for a period of one (1) year; or (d) other paid leave of absence for a period of one (1) year.

Seniority shall be lost if an employee:

(a) voluntarily resigns his or her position with the Legislature;
(b) is discharged for just cause; or
(c) is not recalled to work within two (2) years from the date of layoff.

3. Seniority List

A list of employees by seniority and including job classifications, will be made available by the Executive Director's Office and provided to MSEA within 30 days prior to any anticipated layoffs. The Union will notify the Executive Director within ten (10) workdays of receipt of any disagreement to the seniority list.

4. Seniority Tracks

Seniority will be tracked separately for full-time, session and part-time employees. Recall lists will maintain the separate tracks. When a session or part-time employee becomes a full-time employee, seniority will be calculated by days in pay status.

5. Promotions

Length of service and qualifications of applicants will be considered for internal promotions into bargaining unit positions. When internal applicants are equally qualified, seniority will be the deciding factor.

6. Layoff Procedures

A Notice.

When it is determined that a reduction in the work force is necessary, each affected employee will receive at least ten (10) workdays written notice, unless extenuating circumstances make this notice unfeasible, in which case each affected employee will be given as much advance notice as is possible under the circumstances. MSEA will be notified simultaneously of all layoffs.

B Layoffs.

Layoffs will occur within the position classification and within the office(s) from which the position or positions will be eliminated. Within the affected classification and within the office in which the position or positions will be eliminated, layoff will occur by reverse seniority with the least senior person laid off first, provided that the more senior person is qualified to perform the remaining work.

Layoff rights under this Article do not apply to session-only employees who cease employment on completion of session work prior to legislative adjournment or upon legislative adjournment sine die, except if the position occupied by the current incumbent is eliminated.

A bargaining unit employee may not be displaced by a non-bargaining unit employee as a result of the elimination of that non-bargaining unit employee's position.

C Vacancies.

If at the time of layoff there are one or more vacant positions in the bargaining unit that the Legislative Council determines will be filled, the vacancy will be offered to the most senior qualified employee on the applicable recall list. "Qualified" means that the employee meets the current requirements for the position and has performed satisfactorily the work of the vacant position classification or a higher-level position in the same job series. Should an individual reject the offer, that individual will be deemed to have waived any and all recall rights.

D Recalls.

A recall list will be established for each job classification from which employees have been laid off, and laid-off employees will be placed on the recall list by classification. When a vacancy occurs in a position classification for which there is a

recall list, recall will be offered to individuals on the list in order of seniority, provided the individual subject to recall is qualified for the position that is vacant. "Qualified" means that the employee meets the current requirements for the position and has performed satisfactorily the work of the vacant position classification or a higher-level position in the same job series. A recall notice will be provided by express or certified mail to the most recent address on file for the employee. Should an individual so notified fail to respond within a period of seven (7) calendar days or respond during that period by rejecting the offer of recall, that individual will be deemed to have waived any and all recall rights and will be removed from the recall list and considered to have waived or extinguished any further recall rights. The next most senior qualified individual on the recall list for the classification will be notified until the vacancy is filled or until the recall list of qualified individuals on the recall list for the classification is exhausted. An individual who has not waived or extinguished recall rights will remain on a recall list for a period of two years after the final date of employment.

Article 50. Sick Leave

1. Sick Leave Accrual

Full-time employees accrue eight (8) hours of sick leave for each month of legislative service, up to a maximum of nine hundred sixty (960) hours. Part-time employees accrue sick leave at the same rate as full-time employees, but in proportion to their authorized part-time schedule. Session employees accrue sick leave at the rate of eight (8) hours for each month they are in pay status with the Legislature.

Unused sick leave in excess of nine hundred sixty (960) hours is recorded as lapsed sick leave credits and may be used by an employee in the case of an extended illness, upon the recommendation of the Executive Director and the approval of the Legislative Council.

Sick leave is credited to the employee on the last business day of each month as long as the employee is in active status. Partial accruals are not granted.

Effective with the implementation of a new HR Management System, it is the parties' expectation that, subject to Article 59, employees will accrue 3.7 hours of sick leave per biweekly pay period. Sick leave will be credited at the end of each biweekly pay period. An employee will accrue the full 3.7 hours as long as the employee was in pay status for at least forty (40) hours in that biweekly pay period. Partial accruals are not granted. Part-time employees accrue sick leave at the same rate as full-time employees, but in proportion to the amount of time they are regularly scheduled to work, and full-time session employees accrue sick leave at the rate of 3.7 hours for each biweekly pay period they are in pay status with the Legislature.

2. Use of Sick Leave

An employee may use accrued sick leave for illness, necessary medical or dental care, or disability of the employee or a member of the employee's immediate family who requires the attention or presence of the employee. For the purposes of this section, "immediate family" means the spouse, significant other person, parents, spouse's parents, parents of the significant other, stepparents, guardian, children, stepchildren, siblings, stepbrothers, stepsisters, wards, grandparents and grandchildren of the employee. "Significant other person" is an individual with whom the employee has a relationship, when neither is married, and that relationship is intended to remain indefinitely, and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations and there is a shared primary residence. The relationship must have existed for at least two (2) continuous years before sick leave benefits will be provided.

An employee may be required by the Executive Director or their office director to provide a physician's statement attesting to an illness that necessitates absence from work when an employee uses sick leave for three (3) or more consecutive workdays or is absent from work repeatedly.

An employee may use accrued sick leave to extend a period of absence following the delivery of the employee's child if the employee's physician provides a written statement of

disability, or without a physician's statement for a maximum period of 6 calendar weeks with the prior approval of the employee's office director. Use of sick leave in this manner counts toward the twelve (12) weeks of leave for which an employee may be eligible under the Family Medical Leave Act.

Sick leave is not transferable to another employee, except as provided under the provisions of the Catastrophic Sick Leave Bank established in the Personnel Policy. Sick leave has no cash value; an employee may not be paid for unused sick leave upon termination of legislative employment. However, unused sick leave may be used in calculating creditable service for retirement purposes, in accordance with rules of the Maine State Retirement System.

Article 51. State Offered Programs and Benefits

The State of Maine has made available to its employees certain programs and benefits that are neither administered nor funded by the Legislative Council. Each of the following programs and benefits ("state-offered programs") are currently offered to employees through the employing agency or Branch: employee assistance program; deferred compensation program; medical and dependent care reimbursement accounts; and vision care insurance. The Legislative Council is not responsible for the suspension, reduction, modification, or cessation of any stateoffered program; for fees, penalties or other charges; or for the eligibility, or lack of eligibility, for participation by covered legislative employees in any state-offered program. The Legislative Council agrees to continue to make available to employees covered by this Agreement for the term of this Agreement the state-offered programs only if and to the extent that they are offered or continued to be offered and made accessible to covered employees by the State of Maine.

The Legislative Council is not responsible for deducting or forwarding any payroll deductions or other payments in connection with state offered programs and benefits for any employee who is not in active status.

Article 52. Step Increases

The classification and pay plan adopted by the Legislative Council defines 15 salary grades, with each legislative position being assigned a specific salary grade. Each grade has 12 steps. Employees assigned to steps 1-8 are eligible to be considered for a step increase annually, on their work anniversary date. The last 4 steps in each grade, steps 9 through 12, are steps related to length of service and are not considered eligible steps for hiring purposes. Employees must have reached the following years of service in Maine State Government as defined in Article 35§A , respectively, to be eligible to be advanced to each of the last 4 steps.

Step 9	10 years
Step 10	12 years
Step 11	14 years
Step 12	16 years

Employees are eligible to be advanced up to one step per year to each of the last 4 steps upon the next work anniversary date as long as they have met the appropriate longevity requirements. For example, if an employee is at step 9 and has fourteen (14) years of service on their work anniversary date, they are eligible to move to step 10 pending documentation of satisfactory job performance. In the event any provision of this Agreement is in conflict with applicable law or is contrary to the funding authorized by the Legislature, then the applicable law or funding limitations shall govern to the extent inconsistent with the terms of this Agreement.

1. Eligibility

A covered bargaining unit employee is eligible to be considered for a step increase annually during the term of this Agreement, on the employee's work anniversary date. Salary advancements within any of the salary grades established by the Legislative Council are not automatic. Salary advancements for employees in salary grades 1-13 are dependent upon the recommendation of the office director and approval of the Executive Director. Office directors shall make a recommendation for a step increase based upon established standards of

performance and the employee's performance in the position, and submit it to the Executive Director in writing via hard copy or electronically, along with the completed performance evaluation for the employee. In cases of marginal or unsatisfactory performance by an employee, an office director may recommend that the employee not receive a step increase or that a step increase be postponed for 3 to 6 months, pending a reevaluation of employee performance.

Upon timely receipt of the required approvals and documentation in the Executive Director's office, a step increase becomes effective on the first day of the pay week following the week on which the anniversary date falls. Effective with the implementation of a new HR Management System, it is the parties' expectation that, subject to Article 59, a step increase will become effective on the anniversary date.

2. Establishing Work Anniversary Dates

Except as provided below, the initial date of hire into a position is considered the employee's work anniversary date for the purpose of annual performance reviews and step increases. When an employee is promoted into a new position or takes an unpaid leave of absence for a period of more than six (6) months within any twelve (12) month period, the Executive Director shall establish a new anniversary date for the employee that coincides with the effective date of the promotion or is proportionately adjusted for the term of the leave of absence, unless prohibited by law.

For part-time or session-only employees, the employee's work anniversary date for the purpose of annual performance reviews and step increases will be established once the following two conditions are met: the employee has been in the current position for exactly one year and the employee has successfully completed the probationary period for that position. The employee's work anniversary date will be either the date of hire or the date the employee successfully completes the probationary period, whichever is later. A session-only employee who resigns while on session leave, does not miss any work time, and is rehired into the same position prior to the start of the next regular session will retain their previous anniversary date.

Article 53. Temporary Disability Income Benefits

Temporary disability income benefits provide continued income benefits for a limited period to legislative employees under certain conditions. The Legislative Council's temporary disability income benefits plan is entirely supported from funds appropriated to the Legislature; there are no employee contributions or fees. Temporary disability income is a discretionary benefit, subject to review and final approval by the Legislative Council's Personnel Committee**.**

1. Eligibility and Benefit Payment

A legislative employee is eligible for this benefit after six (6) months of full-time equivalent employment. An eligible employee may receive up to 2/3 of his or her weekly salary, paid biweekly, for a limited period not to exceed the benefit payment period on account of either:

a. the employee's total disability due to illness or injury such that the employee is unable to perform the functions of the employee's position;
b. the employee is responsible to care for a seriously ill child, parent, spouse or significant other; or
c. the employee's pregnancy and childbirth.

An employee who has accrued other paid leave may not augment the temporary disability income benefit payment with that leave.

2. Benefit Payment Period Due to the Employee's Illness or Injury

Benefit payments on account of temporary total disability due to illness or injury and while the employee remains under the care of a licensed physician commence no earlier than on the day immediately following exhaustion of all of the affected employee's accrued sick leave and other paid leave, or thirty (30) days of continuous disability, whichever is greater, for a period not to exceed 26 weeks from the date the benefit payments commenced.

Payments to the employee may continue until the earliest of the following dates:

a. the first day the employee is able to return to gainful employment or is no longer under the care of a licensed physician;

b. the first day following twenty six (26) weeks from the date the disability benefit payment period commenced;

c. for session employees, adjournment *sine die* of the Regular Session of the Legislature during which the employee became disabled;

d. the first day the employee is eligible for a permanent disability allowance under 5 MRSA §17901 et seq; or

e. such other time period less than twenty six (26) weeks which the Legislative Council's Personnel Committee deems appropriate.

Benefit payments may be extended by the Personnel Committee for up to an additional 16 weeks if the employee provides evidence that he/she has filed an application for disability retirement benefits with the Maine Public Employees Retirement System.

3. Benefit Payment Period Due to the Serious Illness of an Employee's Child, Parent, Spouse or Significant Other

Benefit payments to an employee who is caring for a seriously ill child, parent, spouse or significant other will commence no earlier than on the day immediately following exhaustion of all of the affected employee's accrued sick leave, vacation leave, legislative leave and compensatory time, or thirty (30) days of continuous absence from work, whichever is greater, for a period not to exceed sixteen (16) weeks from the date the benefit payments commenced.

Payments to the employee may continue until the earliest of the following dates:

a. the first day the employee's family member or significant other is no longer under the care of a licensed physician;

b. the first day the employee's service as a caregiver is no longer needed;

c. the first day following sixteen (16) weeks from the date the disability benefit payment period commenced;

d. for session employees, adjournment sine die of the Regular Session of the Legislature during which the employee's caregiving became necessary; or

e. such other time period less than sixteen (16) weeks which the Legislative Council's Personnel Committee deems appropriate.

4. Benefit Payment Due to the Employee's Pregnancy and Childbirth

Except as specified below, temporary income benefit payments on account of pregnancy and childbirth commence on the date following the exhaustion of the paid parental leave by a legislative employee for a period of six (6) weeks. An employee who seeks benefits due to pregnancy and childbirth is not required to exhaust all accrued sick leave or other paid leave before benefit payments may commence. Session employees are eligible for benefit payments for any portion of the eight (8) week period following delivery that falls within a period that the Legislature is convened in regular session. Benefit payments may commence prior to childbirth for pregnancy-related complications or extend beyond eight (8) weeks after childbirth for birthrelated complications only with a medical statement of disability or necessity from the employee's physician, but in any case may not continue for more than a total of twenty-six (26) weeks.

An employee has the option of not using the benefit available under this policy if the employee has other available temporary disability income benefits, sufficient accrued leave to cover the period of absence at full pay or of using a combination of accrued paid leave or unpaid

leave to extend the total period of absence following childbirth. Paid leave following pregnancy and childbirth leave is subject to the operational needs of the office and may only be taken with the prior approval of the employer. However, the employee may be entitled to take unpaid leave for the balance of the employee's leave up to a total of twelve (12) weeks as provided under the Family Medical Leave Act.

5. Conditions, Limitations and Exceptions

a. Disability payments are not authorized for any period during which the employee is receiving payments under workers' compensation laws due to the illness or injury or through the use of accrued paid leave.

b. The employee continues to receive benefits, including membership in state insurance plans and earned employee benefits that the employee was eligible for immediately prior to the start of disability benefit payments. An employee who qualifies on account of illness and injury and must undergo a period of unpaid leave before benefit payments commence continues to receive employee benefits during that period of unpaid leave.

c. The employee may not receive disability payments under this plan for more than a total of 42 weeks in any twelve (12) month period.

d. Periods of benefit payments under this plan must be counted toward an eligible employee's entitlement of twelve (12) weeks per year of family medical leave.

6. Application

A covered bargaining unit employee who qualifies for temporary disability income benefits under this plan and is interested in receiving such benefits must submit a written request via hard copy or electronically to the Executive Director, together with a statement disclosing

any other payments the employee is entitled to receive on account of the employee's temporary disability or family member or significant other's medical situation. The employee must also submit a statement from the treating physician, which attests to the employee's qualifying condition or family member or significant other's condition and need for the employee's care, whichever is applicable. The employee may also be required to submit additional information related to the temporary disability so that the Executive Director or the Legislative Council's Personnel Committee may make a determination whether or not to grant the requested benefit. The Executive Director will forward the request and a recommendation as to whether or not benefits should be approved to the Legislative Council's Personnel Committee for its consideration and final decision. The Personnel Committee will report its decision to the Legislative Council following the Personnel Committee's decision on the employee's request but shall not publicly disclose the medical or other reasons for the request. The decision of the Personnel Committee is final and not subject to the grievance procedure of this Agreement. During any period when an employee is receiving temporary disability income benefits, the Executive Director may require periodic statements from the treating physician attesting to the continued disability of the employee or family member's need for care.

Article 54. Unpaid Leave of Absence

A full-time employee, after twelve (12) months of full-time legislative employment, may request a leave of absence from work without pay for a period not to exceed a total of twelve (12) months. Such a request must be upon the recommendation of the employee's office director to the Executive Director and is subject to approval by the Legislative Council. The Executive Director may decide requests for unpaid leaves of absence that do not exceed thirty-one (31) calendar days. After approval of the unpaid leave by the Legislative Council, an employee may return to the position held at the time the leave of absence commenced or to a comparable position without loss of seniority.

All requests for such leaves of absence and decisions must be in writing via hard copy or electronically. A request for leave must specifically state the justification for the request and the length of time requested. A request may not be for leave in less than eight (8) hour increments.

An unpaid leave of absence may be granted only when the employee requesting the leave has exhausted all paid leave, including vacation and legislative leave and compensating time, but excluding sick leave, or will have exhausted such leave prior to commencement of unpaid leave. When reviewing requests for a leave of absence, the Legislative Council must consider the operational needs of the Legislature and the basis for the request for leave, and reserves the right to deny any request for a leave of absence. The decision of the Legislative Council, or of the Executive Director for leave decisions that have been delegated, is final.

The Legislative Council or its designee may cancel leave under this section at any time upon written notice given to the employee at least ten (10) workdays in advance of the date that leave will be terminated. The notice will specify the reason for such cancellation, such as (by way of example) the convening of a special session of the Legislature. Failure to return from a leave of absence may be deemed a resignation from service.

During the period of an approved leave of absence, the employee may retain health, life and dental insurance but only at the employee's expense. An employee on unpaid leave may not accrue vacation, sick or legislative leave or other benefits, unless otherwise required by law.

The Legislative Council will grant reasonable and necessary leave from work without pay for an employee who is a victim of violence as provided under 26 M.R.S.A. §850, subject to the conditions and exceptions set forth in Section 850.

Article 55. Vacation Leave

1. Accrual.

Full-time employees accrue paid vacation leave at the following rate:

Years of State Service	Rate of Accrual (per calendar month)
0 to 5	10 hours >5
to 10	11 hours
>10 to 15	12 hours
>15 to 20	14 hours
>20	16 hours

State service means employment in any of the three branches of State government, whether continuous or non-continuous, and service as a Legislator, but does not include any nonstatus employment such as temporary, project, internship employment or similar employment.

Part-time and session employees accrue leave at the same rate as full-time employees, but in proportion to the amount of time they are regularly scheduled to work. For example, an employee who works twenty five (25) hours a week on a year round basis accrues vacation leave at the rate of five (5) hours per month in the first year of employment.

Vacation leave is credited to the employee on the last business day of each month as long as the employee is in active status. Partial accruals are not granted.

When a new HR Management System that is capable of fractional accrual rates is implemented, it is the parties' expectation that, subject to Article 59, employees will accrue paid vacation on a biweekly basis at the following rate:

Years of State Service	Rate of Accrual (per biweekly period)
>0 to 5	4.7 hours
>6 to 10	5.1 hours
>11 to 15	5.6 hours
>16 to 20	6.5 hours
More than 20	7.4 hours

Employees will accrue the full accrual amount based on their years of state service as long as they are in pay status for at least forty (40) hours in that biweekly pay period. Partial accruals are not granted. Part-time and session-only employees' accrual rates will continue to be prorated based on the amount of time they are regularly scheduled to work.

2. Use of Vacation Leave

Employees must schedule all vacation leave in advance and in consultation with the employee's office director; except that if an employee makes an unanticipated, time-sensitive request for limited vacation leave, that employee's supervisor may either approve the employee's request or submit the request to the employee's office director for determination. The use of vacation leave is limited during the legislative session. When evaluating a request for vacation, it is the responsibility of the office director to consider the operational needs of the office, the extent to which the job responsibilities can otherwise be covered, the employee's availability in case of emergency, the advance notice requested by the employee in comparison to the unpredictability of the work load, the risk of interrupted legislative operations if the employee is absent, the nature and circumstances surrounding the request and the potential impact on other legislative offices. To the extent possible, a request by an employee for discretion concerning the nature and circumstances of that employee's request for vacation leave will be honored. If an employee's request for use of vacation leave is denied by the office director, the employee may appeal the office director's decision to the Executive Director. If the Executive Director does not overturn the office director's decision, the employee may then exercise his/her right to the

grievance process. Grievances may not be based on equity among employees working in other offices. Unless operational needs require it, no employee will be requested or required to report to work while on vacation. Upon commencement of an employee's approved vacation leave, the employee must use this leave as scheduled. An employee may not substitute sick leave for that vacation leave.

A full-time employee who does not use all accrued vacation leave in a calendar year may carry over unused vacation leave up to the following limits:

For employees having 1-15 years of State service 320 hours
For employees having more than 15 years of State service 400 hours

An employee's vacation leave balance may exceed 320 or 400 hours but any unused vacation leave hours in excess of 320 or 400 hours, as applicable, as of December 31st lapse so that the beginning vacation leave balance on each January 1st does not exceed 320 or 400 hours, as applicable.

Vacation accrual limits for part-time employees are proportional to the amount of time they are regularly scheduled to work. For example, a part-time employee with 10 years of State service who works a 20-hour per week schedule may accrue vacation leave up to a maximum of 160 hours.

3. Transfer of Leave.

The Legislative Council may, at its discretion, accept the transfer of unused vacation that was accrued during the course of employment with another state agency when an employee commences legislative employment. The employee must make arrangements for such a transfer through the Executive Director's office at the time the employee transfers to the Legislature.

4. Payment of Vacation Leave.

Upon termination of employment, employees will be paid for unused vacation leave for which they are eligible. For purposes of this Article, termination of employment includes death of a covered employee.

By December 1st each year, a full-time legislative employee that is not terminating employment may submit a request to the Executive Director to be paid for a portion of that employee's accrued vacation balance up to 50% of that employee's vacation accrual limit. If approved by the Executive Director and subject to available resources, the payment for the accrued vacation hours under this provision will be at one-half the employee's current hourly rate of pay for each hour of accrued vacation requested and approved for payment and paid in December. No request for payment for accrued vacation will be approved that would reduce the employee's accrued vacation balance below 50% of that employee's vacation accrual limit. Payments authorized pursuant to this provision will be paid as lump sum payments and are not included as earnable compensation for retirement purposes. Part-time year-round employees may also request to be paid for a portion of that employee's accrued vacation leave with the maximum amount to be paid being proportional to the amount of time they are regularly scheduled to work.

Upon the start of session leave, session only employees will be paid their vacation balance, except that, prior to the first day of session leave, a Legislative Council session only employee may request to carry over up to forty (40) hours of vacation leave.

No other payments for vacation leave may be authorized except as authorized above or by a vote of the Legislative Council.

5. Selection of Vacation Leave Blocks.

The vacation calendar shall run from January 1st through December 31st of each year. The annual process of scheduling vacation leave among covered employees in the bargaining unit in an office must begin three (3) months prior to statutory adjournment of the regular session

and end eight (8) weeks later. The vacation selection process must be conducted on a rotation basis, with the most senior bargaining unit employee in that office choosing first. Each such employee may choose no more than eighty (80) hours of vacation for full-time employees, and a pro-rated number of hours for part-time employees, in no more than four groups of days per rotation. An employee may choose not to participate in any or all rotations. The rotation must continue until all such employees who desire to do so have had an opportunity to schedule their leave. All vacation requests made after the eight (8)-week vacation selection process will be considered on a first come, first served basis, without respect to seniority.

For the purposes of this Article, a "group of days" is one or more consecutive (Monday through Friday) work days. A Friday and Monday would be two groups, not one group.

Article 56. Vision Care Reimbursements for Computer Users

1. Legislative employees are eligible for limited reimbursement for eye examinations and corrective lenses after six (6) months of full-time equivalent employment.

2. An eligible employee is entitled to reimbursement for a routine eye examination by a qualified eye professional annually after the employee has first sought coverage under the health insurance plan. Employees shall be reimbursed up to one hundred dollars ($100) per calendar year for an eye examination or contact lens evaluation.

3. An employee will be reimbursed up to one hundred fifty dollars ($150.00) per calendar year for the cost of corrective lenses or contacts or an annual supply of disposable contact lenses if the eye examination results in a determination that prescription lenses are needed.

4. To receive benefits under this Article, the eligible employee must, within thirty (30) calendar days of the date of service, submit the following to the Executive Director's Office: (1) the Computer Users Eye Examination form, provided by the Executive Director's office,

completed by the eye care professional and (2) an itemized receipt showing payment in full for corrective lenses (reimbursement does not cover any special lens enhancements) and frames. The thirty (30) calendar day time limit may be extended if the employee can show that the payment in full receipt is not yet available due to reasons beyond the employee's control.

Article 57. Work Performance

Employees subject to this Article may be disciplined only for just cause. This Article applies to all employees who have satisfactorily completed their probationary period except as otherwise provided in Article 21, Committee Clerks, of this Agreement.

1. Work Performance

If an employee is experiencing significant difficulties meeting expectations related to work performance, a Work Performance Plan can be developed to assist in enabling the employee to perform the employee's job duties in a manner that is satisfactory to both the employer and the employee. The development of a Work Performance Plan can be required by a representative of the Union, the employee's immediate supervisor, the employee's office director, or the employee who would be the subject of the Work Performance Plan. The Work Performance Plan may include items such as, but not limited to, additional training, detailed expectations, timelines for meeting expectations, and information for the employee regarding EAP, ADA, FMLA, etc.

The plan will be developed in partnership with the employee's immediate supervisor and/or the employee's office director, the employee, a representative of the Union and other individuals as deemed appropriate.

If the employee does not participate or does not meet the expectations of the plan within the required timelines, then the next step may be disciplinary action.

Section III. Provisions Subject to Biennial Review

Article 58. Salary Schedule Adjustment

Effective as soon as administratively possible following approval by the Legislative Council and ratification by MSEA members, MSEA salary schedules are increased by six percent (6%).

Effective as soon as administratively possible following approval by the Legislative Council and ratification by MSEA members, legislative salary schedules in Grade One (1) to Grade Six (6) will be adjusted by a step shift by dropping Step One (1), shifting all steps up, and adding a new Step Twelve (12), which is a four percent (4%) increase to the previous Step Twelve (12).

Legislative staff in the MSEA unit who are in pay status as of the date of ratification of this Agreement will receive an eight hundred dollar ($800) lump sum payment as soon as administratively possible following approval by the Legislative Council and ratification by MSEA members. The lump sum payment will be pro-rated for part-time and session-only staff.

Effective September 29, 2024, MSEA salary schedules are increased by three percent (3%).

Article 59. Term of Agreement

This Agreement is effective as of October 1, 2023 and will expire on September 30, 2025. Either party will give the other party at least sixty (60) calendar days written notice prior to the expiration of this Agreement of its desire to negotiate a new agreement or to modify this Agreement and 60 days written notice prior to commencing negotiations. Notice under this Article may be given via email or hard copy. During the term of the Agreement, neither party will seek to modify the terms of this Agreement through legislation or other means that may be

available to them. The parties agree to meet regarding any contract changes that arise with the implementation of a new HR Management System.

EFFECTIVE DATE: October 1, 2023

IN WITNESS THEREOF, the parties hereto have signed this agreement, through their representatives, and have caused this Agreement to be executed on the 21st day of May, 2024.

MSEA, LOCAL 1989, SEIU

By: _____
Nicholas Tassinari, President

By: _____
Angela MacWhinnie, MSEA Chief Negotiator

By: _____
Rachel Carter, Team Member

By: _____
Mark Krawec, Team Member

By: _____
Judy St. Pierre, Team Member

MAINE LEGISLATIVE COUNCIL

By: _____
Suzanne Gresser, Executive Director

By: _____
Peter D. Lowe, Legislative Council Chief Negotiator

By: _____
Edward Charbonneau, Team Member

By: _____
Amanda Goldsmith, Team Member

Oregon Legislative Assembly

And

International Brotherhood of Electrical Workers, Local 89

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Preamble

Whereas, the Oregon Legislative Assembly (hereinafter referred to as "the Assembly" or the "Employer") and IBEW Local 89 (hereinafter referred to as "Local 89" or "Union") mutually desire to establish a constructive, cooperative, and respectful relationship; to establish an equitable and respectful procedure for the resolution of differences; and to address the needs of the people of Oregon and serve the constituents in each of our state House and Senate districts. Further, it is the intention of the parties to maintain the existing structure where individual legislators serve as the Appointing Authority. Therefore, the Assembly and Local 89 hereby enter into the following binding collective bargaining agreement.

Article 1 - Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of employment relations as defined by ORS 243.650 for the classifications of Legislative Assistant I, Legislative Assistant II, Legislative Assistant III, and Legislative Assistants IV supporting elected officials in the Oregon Legislative Assembly, excluding supervisory, managerial, confidential, an Unrepresented Chief of Staff, and caucus employees as provided in the Oregon Employment Relations Board's decision in Case No. RC-001-21.

Each Appointing Authority has the sole discretion on appointing, in writing, an Unrepresented Chief of Staff which is excluded from the bargaining unit. The Appointing Authority's decision to designate a Chief of Staff as Unrepresented is not subject to the grievance procedure or challenges through the Representation Case process with the Employment Relations Board.

In the event a new classification is established within the offices of the elected legislatures, the Union will be notified and will be provided a copy of the classification description, as well as whether the new classification will be included or excluded from the bargaining unit. If the Parties are not able to reach an agreement on whether the new classification should be included or excluded, the parties may file the appropriate petition with the Employment Relations Board.

Article 2 - Union Security and Rights

2.1 Union Membership. All bargaining unit employees under this Agreement shall be eligible to become members in good standing of the Union ("Union Members"). Employees may elect or not elect to become a Union Member and may elect or not elect to pay appropriate dues, fees and other expenses associated with Union membership.

The Employer shall notify all newly hired employees that they may elect or not elect to become a Union Member at the time of hire. The Employer agrees that it will not encourage employees to opt out of being a member of the Union or to opt out of paying agency fees.

Application and resignations of membership shall be handled solely by the Union. Employees may join the Union at any point during their employment; however, employees may only withdraw their Union membership by sending written notice to the Union during the last ten (10)

calendar days in the months of March and September. Membership will be withdrawn after the employee leaves employment with the Employer.

For the purpose of this Article, a Union Member shall not lose their membership in the Union until the Financial Secretary of the Union determines the Union Member is no longer in good standing and the Union shall have given the Employer a notice in writing of the fact.

2.2. Dues Deduction for Union Members. The Union shall, on the first business day following the tenth (10th) of each month, provide the Employer with the names of employees who are Union Members. The monthly dues will be an amount uniformly required of members of the Union.

For Union Members who have submitted a current signed paycheck deduction form in the human resources system of record, the Employer will deduct Union dues (not initiation fees or other non-regular assessments) from the Union Member's paycheck. The Employer will submit dues to the Union monthly.

Dues deduction shall take effect on the first of the month following notice of Union membership to the Employer and receipt of the paycheck deduction form by the Employer. Dues deduction will be effective the first of the following month, and dues will be deducted on the next paycheck. For example, if the Employer receives notice of membership and a paycheck deduction form on February 24, it will take effect on March 1, and the dues will be deducted on the April 1 paycheck.

Union Members must withdraw their Union membership as provided above, in order to cease dues deduction.

2.3. Employer Reporting. The Employer will ensure the Union has access to an electronic monthly report with all deductions collected from Union Members.
The Employer will provide the Union with weekly notice of new hires.
Upon request from the Union, the Employer, within ten (10) calendar days, shall submit an electronic report which shall include the following information for every bargaining unit employee, regardless of union membership status:

- Name of employee
- Job classification
- Employee OR Number
- Gross pay
- Base hourly rate (if applicable)
- Hire date
- Work phone number and email address
- Personal phone number, personal email and home address (if available) FTE Status (if applicable)

2.4. Union Orientation. During the first thirty (30) calendar days from the date of hire, the Union will be allowed a period of at least thirty (30) minutes but not more than one-hundred and twenty (120) minutes to present applicable Union issues to new hires. The meeting may happen in-person or virtually and employees may attend without loss of compensation or leave benefits.

2.5. Indemnification. The Union agrees to indemnify and hold harmless the Employer for any loss or damage arising from the operation of this Article, excluding the costs of Employer's defense to enforce this indemnification provision, which shall be the responsibility of the Employer. It is also agreed that neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within thirty (30) calendar days after the date such deductions were or should have been made. In the event the monthly dues collected by the Employer are ordered to be reimbursed to any employee, the Union shall be solely responsible for such reimbursement. Should an administrative agency or court with jurisdiction over this agreement hold a provision similar to this section as unenforceable or unlawful, the Employer will immediately cease deducting dues, and the parties will immediately negotiate a substitute for this section.

Article 3 - Union Access and Bulletin Boards

The Union has the right to communicate with members of the bargaining unit and to schedule meetings among said members without interference from the Employer. The Union will notify the Employer in writing of its representatives in the IBEW Local 89. The Union representatives may conduct such meetings at the employees' regular location before or after the employees' regular work hours, during meal periods and during any other break periods, so long as such meeting does not interfere with the Employer's operations. The Union may use Capitol facilities for such meetings, subject to the Employer's building use policies.

The Union is permitted reasonable use of the legislative email or other similar communication systems for notifying bargaining unit members regarding collective bargaining, investigation of grievances or other disputes related to employment relations, and matters involving the governance or business matters of the Union.

Additionally, the Employer will establish and maintain a designated site on the Legislative Intranet for use by the Union. The Union will have regular access to post materials on the designated site at their discretion.

The Employer will also provide physical bulletin boards in one break room in each wing of the second, third, and fourth floors of the Capitol building for the Union to communicate with employees. Posting or removal of bulletin board material shall be performed exclusively by the Union or its representatives. Written material from the Union shall not be displayed in the work area except in the designated bulletin boards. The procedure for posting items shall include the Union sharing a copy of the information with the Employer. If the employer believes that the posted material is not in compliance with the Safe, Respectful, and Inclusive Workplace, LBPR 27, such material and the reason for removal shall be brought to the attention of the Union

Representative and removed by the Union, pending a determination by the Legislative Equity Officer ("LEO") as to compliance with LBPR 27. No later than seven (7) calendar days after posted material is challenged, the LEO shall make a determination on compliance or provide an explanation of why and how much additional time is reasonably necessary to make the determination.

Union pins, buttons, stickers, and other branded apparel are allowed to be displayed on an employee's person, in their workspace, and in other public locations throughout the Capitol, excluding on the chamber floors, unless comparable items are allowed to be displayed.

Article 4 - Union Stewards and Time Off for Union Business

4.1. Union Stewards. The Employer shall recognize up to eight (8) authorized Union Stewards at any time to represent all employees covered by this Agreement. The Employer also agrees to respect that when the employee is acting in their role of Steward, the relationship is different than that of supervisor and employee.

The Union shall provide the Employer with a list of the names of authorized Union Stewards and duty location, worksite representation responsibility, and a list of authorized staff representatives, and shall update those lists as necessary. If problems arise regarding Union Steward authorized activities in representing employees, the Union agrees to discuss the problem with the Employer.

The Employer agrees that there shall be no reprisal, coercion, intimidation, or discrimination against any Union Steward or elected officers for protected Union activities. It is recognized that only certain protected activities are permitted during work hours.

Upon notice to their immediate supervisor, Union Stewards will be granted mutually agreed upon time off during regularly scheduled working hours without loss of compensation, seniority, leave accrual or any other benefits:

A. to investigate and process grievances;

B. to represent bargaining unit employees in investigatory interviews;

C. upon request by an employee, to be present when that employee is making a complaint of inappropriate workplace behavior to the Employer; and

D. to perform another other function(s) listed in HB 2016 (2019).

If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate supervisor shall arrange a mutually satisfactory time for the requested activity.

The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances or distributing Union material outside their scheduled hours of

employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward in the processing of grievances.

4.3. Time Off for Negotiations. The Employer shall grant leave without loss of compensation for up to four (4) bargaining unit members to represent the Union for actual negotiating time, including caucuses.

Article 5- Management Rights

5.1. General Management Rights. The Union and its members recognize that the Assembly has the exclusive right to manage and direct all of its operations, including those rights and obligations of the Assembly provided for in state and federal law.

The rights to enforce discipline, to employ, transfer, or promote employees, to discharge employees, to discontinue the service of temporary or probationary employees, and otherwise to manage its business and direct its working forces is reserved by and is vested exclusively in the Employer; provided, that the rights herein reserved will not be used for the purpose of discriminating against any member of the Union and will be subject to the provisions contained herein.

5.2. Legislative Branch Personnel Rules. The Union and its members also recognize the Assembly has established Legislative Branch Personnel Rules ("LBPRs) and/or other written rules and policies that govern the terms and conditions of employment for employees. In order to maintain efficient operations of the Branch, the Assembly may adopt, enforce, and revise such written rules and policies, including but not limited to the LBPRs, provided it gives the Union written notice of any policy or rule changes, not already addressed within this Agreement, with not less than fourteen (14) calendar days prior to implementation. This notice period provides the Union an opportunity to comment on the Assembly's changes prior to implementation and the parties to meet and confer. Any change to a policy or rule that is already addressed in this Agreement will be bargained, pursuant to ORS 243.698, prior to implementation.

5.3 Unless otherwise expressly limited by the terms of the Agreement, the exercise of any management right or derivative of such right is not within any jurisdiction of any arbitrator.

5.4 If Assembly fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver or abandonment of Assembly's right to exercise any or all of such functions.

5.5 LBPRs as used in this Agreement shall refer to the State of Oregon Legislative Branch Personnel Rules and as subsequently amended thereafter.

5.6 Interaction between LBPRs and Articles in this Agreement. In the event an Article covers the same topic as a LBPR, any provisions of the LBPR omitted from such Article shall remain applicable and binding on the parties.

Article 6 - Contracting Out

The Employer shall not contract out work traditionally performed by bargaining unit members, if contracting out such work is reasonably likely to result in layoffs or reduction of hours of bargaining unit employees, without first bargaining with the Union.

The Assembly's utilization of any elected officials, volunteers, or caucus employees does not constitute contracting out under this Article, provided that such utilization is mean to supplement and not replace bargaining unit members.

Article 7- Labor Management Committee

7.1. Purpose. The purpose of the Labor Management Committee ("LMC") is to foster harmonious relations and promote communication between the Union and the Employer. The LMC shall not have authority to negotiate changes to this Agreement or resolve issues or disputes concerning its implementation.

7.2. The LMC for employees covered by this Agreement will be comprised of four (4) employees from the bargaining unit as defined in the Recognition Article appointed by the Union, and four (4) management representatives of the Employer. The parties may also appoint subcommittees on topics the parties may mutually identify, which shall include three (3) of the four (4) LMC IBEW members and the IBEW Business Manager or designee, and such participants as the Employer may select.

7.3. Employee Training. The LMC shall discuss issues related to employee training and continuing education with a goal to improve the quality of training provided by the employer and provide a platform for input into the format, content, and timing of training to encourage meaningful employee participation. The LMC may review the format and content of existing training, and recommend changes; may recommend new training and professional development opportunities from employees; and receive feedback from employees about training.

7.4. Scheduling. The LMC will meet upon the request of either party at a mutually agreeable time, but not more than once per quarter; however, the parties may mutually agree to meet as necessary. The meetings will be scheduled during normal working hours, and committee members may attend the meetings without loss of pay, but time spent at meetings shall not be considered as hours worked for the purposes of overtime. Committee members will, upon reasonable notice to their supervisor, be excused from normal work duties in order to attend meetings or perform duties directly connected with the LMC. The meetings will have the option of remote participation.

Article 8- Non-Discrimination

8.1. It is the policy of the Employer and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age,

mental or physical disability, sexual orientation, gender identity or any other protected class under State or Federal law.

The Employer and the Union further agree that there shall be no reprisal, coercion, intimidation, or discrimination against any employee or Union official for protected Union activities, defined in ORS 243.650-243.806.

8.2. Any alleged violations of this Article may only proceed through the Legislative Branch Personnel Rule 27 process and are not arbitrable.

8.3. Nothing in this Article shall preclude an employee from filing a charge with the Bureau of Labor and Industries, the Oregon Employment Relations Board, or the EEOC at any time.

Article 9 - Recruiting

9.1. Upon deciding to fill a vacancy, an Appointing Authority may fill a position through any of the following methods:

A. Open competitive recruitment, in which any Legislative Branch employee or member of the public may apply for the position.

B. Legislative Branch limited internal recruitment, in which only current Legislative Branch employees, including limited duration status employees and temporary status employees, may apply for the position.

C. Direct appointment, in which the Appointing Authority may appoint an applicant to a vacant position based on the applicant meeting the minimum qualifications established for the position.

9.2. In the event an Appointing Authority decides to fill a vacancy by means of an open competitive recruitment or limited internal recruitment, a recruitment announcement is required. A recruitment announcement must include the following:

A. Class title;
B. Salary range;
C. Location;
D. Type of recruitment;
E. Nature of the assigned work;
F. Qualifications required of the applicant;
G. Manner in which application is to be made;
H. Notification that a criminal records check may be part of the selection process, only when a criminal records check is part of the selection process; and I. Any special working conditions that apply.

Announcements issued for job vacancies being filled through open competitive recruitment must be posted and applications accepted for a minimum of 14 calendar days. A limited internal recruitment announcement need only be posted for a minimum of seven days.

Recruitment announcements being filled through open competitive recruitment or limited internal recruitment must be posted in a manner accessible to all employees, including but not limited to posting on HR System of record or equivalent. Employees may sign up to receive notifications of postings.

9.3. The Candidate List shall be made available to Appointing Authorities upon request for hiring decisions, regardless of the method used.

Article 10- Selection Process

10.1. When an announcement is issued for an open competitive or limited internal recruitment as described in Recruiting Article, the Appointing Authority is responsible for reviewing and selecting applicants in compliance with Legislative Branch Personnel Rule 6 and procedures.

10.2. Evaluation of all applicants by the Appointing Authority must be based on the qualifications of the applicant and the applicant's responses to supplemental questions, if any, in the announcement. Employee Service will notify all applicants who are not selected no later than ten (10) business days after the selected applicant's acceptance of the position. In the event the decision is made not to fill a position for which recruitment has been announced, Employee Services shall notify the applicants no later than ten (10) business days after the date on which such a decision was made.

10.3. Upon written request of a veteran applicant, Employee Services shall provide to the veteran applicant the reason(s) that the applicant was not selected.

Article 11 - Re-Hired Employees

11.1. Employees or former employees will be placed on the Candidate List in accordance with the Separation of Employment Article.

11.2. Upon rehire, an employee's base rate of pay, not including differentials, shall be determined after an equal pay analysis is completed by Employee Services and shall be based on the equal pay analysis. Equal pay analysis documentation shall be retained in the employee's personnel record and are available to the employee.

11.3. In the event a non-temporary employee is hired back within two years from the employee's date of separation they shall have any unused, accrued sick leave restored upon rehire.

Article 12 - Employment Orientation

12.1. The Employer shall provide orientation for each employee at the time of hire. The purpose of this orientation is to provide employees with information about their salary and benefits, rights and responsibilities at work, and resources available to employees of the Branch.

12.2. The orientation may happen in-person or virtually and shall happen within two weeks of hire. The Employer shall make available materials covering the orientation topics described below to all bargaining unit employees and, upon request, to the Union.

Employee Services Department shall be available to answer questions of bargaining unit members on orientation topics.

12.3. As part of the orientation, the Employer shall provide information about the following topics:

A. Benefits, including health plans, retirement benefits, other insurance benefits, sick leave, vacation leave, and other types of leave;

B. The new hire's salary, equal pay analysis in their pay equity determination, and how to appeal that determination;

C. Anti-harassment policies and resources, Rule 27, respectful workplace policies, and any orientation provided by the Legislative Equity Office, including but not limited to reporting options, confidentiality, mandatory reporting, and differences between respectful workplace and Rule 27 contexts;

D. The LBPRs and this Agreement;

E. The intranet, the "employee onboarding" tab under HR Resources, and the HR system of record;

F. Safety and wellness resources; and

G. The Employer's online training portal.

Article 13- Accredited Service

The employer shall maintain a record of the length of time bargaining unit employees have served the state of Oregon. The Employee may note the length of service to the Branch on applications for bargaining unit positions.

Article 14 - Personnel Records- Employee Access

14.1. General.

A. The Employer shall maintain all necessary official personnel records in the state human resources information system. Employee payroll records will be maintained separately from the employee's official personnel file. All personnel records, regardless of where they are maintained, must be secured to maintain confidentiality.

B. For purposes of this Agreement, "employee" includes current bargaining unit members.

14.2. Change of employment status report. Every personnel action, including but not limited to appointment, transfer, promotion, demotion and change of pay rate by the Appointing Authority, must be entered in the system. Before taking such action, the appointing authority may discuss any potential action with Employee Services. The Employer will send a weekly report of any changes to the aforementioned terms to the Union.

14.3. Adverse information.

A. Adverse information about an employee may not be placed in the employee's official personnel file unless the employee and the Union have been given a copy of the information.

B. Except for notices of removal, dismissal or job abandonment, or otherwise provided in LBPR 9, an employee must sign a form acknowledging that the employee has seen the materials describing the adverse information to be placed in the employee's official personnel file. In cases of notices of removal or dismissal, the Union and employee shall receive the information. In cases of job abandonment, the Union shall receive the information and the Employer shall make a reasonable attempt to contact the employee to provide notice of the action. The form must contain the following disclaimer: "Employee's signature confirm only that the supervisor has given a copy of material describing adverse information to the employee and their Union representation. The signature does not indicate agreement or disagreement with its content."

C. If, after reviewing the material describing the adverse information, the employee refuses to sign the form described in paragraph (b) of this subsection, a notation by the Appointing Authority or the employee's supervisor must be included with the form. The form and the material describing the adverse information may then be placed in the employee's official personnel file.

D. If the employee is not available to sign the form, the supervisor shall share a copy of the information and the form with the Union, and the supervisor will note this on the form, along with a notation indicating the date on which the firm was mailed to the employee and the address to which it was mailed. Once this action has been taken, the material describing the adverse information may then be placed in the employee's official personnel file.

E. If the employee or their representation believes the adverse information included with the form in incorrect, incomplete or misrepresentative of the facts, the employee is entitled to prepare a written explanation of the actions described in the adverse information. This explanation shall be included as part of the employee's official personnel file until the material describing the adverse information is removed in accordance with the Legislative Branch's records retention and destruction policy.

14.4. Access.

A. An employee has the right to review the employee's own official personnel file. The entire contents of the file shall be made available to the employee except for references from previous employers. An employee may give signed authorization to another individual to review the employee's records. For other personnel records, see ORS 652.750.

B. Unless otherwise required by law, in addition to the employee and the employee's designee, only the following people may have access to an employee's official personnel file:

i. An appointing authority or supervisor with authority over the employee within the Legislative Branch; ii. Legally authorized law enforcement and regulatory agencies;

iii. Employee Services staff; iv. The appointing authority responsible for a position for which an employee has applied and is a finalist;

v. Persons with administrator privileges to the human resource information system;

vi. Any person or agency legally representing the Legislative Branch on matters including the employee; and

vii. The Union.

C. When a legislative employee accepts employment with a state agency in the Executive or Judicial Branch of government, and upon receipt of a request from that agency, the entire contents of the employee's official personnel file shall be transferred to that state agency. The transfer of the file shall occur only after the employee separates from the Legislative Branch. Employee Services may retain a copy of the personnel file in accordance with the records retention schedule.

14.5. Public information. Disclosure of information in an employee's official personnel file is governed by the Public Records Law, ORS 192.410 to 192.505. Records within an employee's personnel file that are exempt from disclosure may nevertheless be disclosed if disclosure is authorized by the employee.

Article 15- Separation of Employment

15.1. The Parties recognize the Appointing Authority for bargaining unit members are elected officials, and elected officials serve the needs of the people of Oregon. Accordingly, the Parties

understand there is no expectation as to the duration of an Appointing Authority's service or their employees' employment.

15.2. The Appointing Authority will attempt to provide employees fourteen (14) days written notice of separation.

If an employee does not have an expected separation date or an Appointing Authority does not provide fourteen (14) days' advanced notice of separation, the employee may utilize up to ten (10) days of accrued paid leave, effective after the separation date.

15.3. Other Accrued Unused Paid Leave at Separation. Overtime-eligible bargaining unit employees shall be paid for accrued unused compensatory time at the employee's regular hourly rate at termination. Accrued unused vacation at the time of separation shall be paid or transferred in accordance with Vacation Article and LBPR 14.

15.4. Separated employees shall retain access to their employee account in the Employer's human resource system of record for ninety (90) days following their separation date.

15.5. In the event an employee's Appointing Authority leaves office before the end of their term, the employee will remain employed by the District, at a minimum, until the successor Appointing Authority is sworn in to office.

15.6 The Employer will maintain a "Candidate List." The Candidate List is a list of individuals seeking employment within the bargaining unit. The Employer shall make the Candidate List available to Appointing Authorities for consideration when the Appointing Authority is hiring. Upon request from the Union, the Employer shall provide the Candidate List.

A separated employee will be added by voluntarily submitting their information to the Candidate List posting and remain on the Candidate List until the former employee requests to be removed by withdrawing from the posting.

Current Employees will be placed on the Candidate List after voluntarily submitting their information to the Candidate List posting until the employee requests to be removed by withdrawing from the posting.

15.7. The Parties recognize unemployment benefits are determined by the Oregon Employment Department (OED), not the Employer. The Employer will accurately answer inquiries from the OED.

Article 16 - Corrective Action and Discharge

16.1. Each Appointing Authority may take corrective action to notify an employee of performance deficiencies and provide an employee the opportunity to mitigate or correct improper conduct or unsatisfactory performance. If corrective action is taken, the employee shall be provided either verbal or written notice regarding the concerning conduct or performance.

If an Appointing Authority or supervisor is seeking to question an employee, and the employee reasonably believes answers to questions being asked may result in discipline, then the employee may request the presence of a union representative. If a representative is requested by the employee, the meeting will be delayed for a reasonable amount of time to allow a representative to attend.

16.2. Corrective action steps may include: written sanctions, which may be monetary or nonmonetary, and may include but not limited to a salary reduction, a suspension with or without pay or a demotion; warnings or reprimands - verbal or written. An employee may provide a copy of any corrective action to the Union.

A work plan, which may be initiated to address performance or conduct expectations and identify criteria to measure successful accomplishment, may be developed at any time. A work plan may be instituted in conjunction with corrective action.

16.3. An employee who receives corrective action may submit a written response, to be included in the employee's personnel record, no later than fifteen (15) days after the corrective action is effective. The Union may assist the employee with preparing the employee's written response. The employee's written response may be given to the employee's Appointing Authority or Employee Services. The Appointing Authority shall provide a copy of the written response to Employee Services for placement in the employee's personnel record.

16.4. Each Appointing Authority may discharge an employee at the discretion of Appointing Authority. A dismissal letter will be provided at the time of termination. An employee may submit a written response to the Appointing Authority for reconsideration of the decision. The Union may assist the employee with preparing the employee's written response. After review of any such written response, the Appointing Authority shall notify the employee of their final decision with respect to discharge.

Article 17 - Employee Training

17.1. The parties agree that appropriate training for employees improves the legislature's ability to serve the public and advances employees' professional development. The purpose of the training described in this section is to give Legislative Assistants the basic tools and foundation they need to do their jobs and serve the people of Oregon.

17.2. The Employer shall provide training that cover the following topics at least once per calendar year, during work hours. This section does not prevent the Employer from providing training on topics not listed in this section or from providing training more frequently than required.

A. Basics of the legislative process;

B. Technology resources available to employees, including OLIS, Outlook, editing legislative websites and Measure Tracking, or their replacements;

C. Orientation to all nonpartisan offices, including their function in the legislature and contact lists or organizational charts for important contacts in the offices; and

D. The Appointing Authorities are responsible for constituent services training, including skills for communicating and working with Oregonians of different identities, cultures, and communities.

The Employer will make training available to staff via video recording and will provide any available written materials, unless prohibited by contracted outside trainers. The Employer may draw on the expertise of experienced Legislative Assistants and nonpartisan staff. The Employer shall consider recommendations from the Labor Management Committee about the content, format, and scheduling of the trainings.

17.3. The training described in this section will be open to any employee covered by this Agreement. If required by the Employer, employees will attend training without loss of pay.

Article 18 - Professional Development

18.1. The purpose of the professional development is to benefit legislative staff, the Legislature, and Oregonians by providing the opportunity for bargaining unit employees to secure additional education, memberships in professional associations, training (NCSL and others), and/or experiences that will enhance their competencies to carry out their legislative processes while adding to the quality of the Legislature.

18.2. Appointing Authorities may choose to fund professional development activities that may include workshops, seminars, conferences, travel, additional educational course work, research or projects, work experience programs, or any other such form of professional development activity which is related to the bargaining unit employee's work area and/or which would be of direct benefit to the legislature.

18.3. A bargaining unit employee may notify their supervisor in writing stating the interest in participating in a professional development activity, including a brief description of the activity.

The Labor Management Committee shall discuss and recommend ways to increase equitable access of bargaining unit members to professional development opportunities that benefit bargaining unit members, constituents and the legislative branch, including but not limited to considering the amount and source of resources allocated to this purpose. The Committee shall submit a mutually agreed upon report with recommendations to the Presiding Officers.

Article 19 - Responsibilities of Employees

The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform loyal and efficient work and services, that they will use their influence and best efforts to protect the property of the State of Oregon and its service to

the public, and that they will cooperate in promoting and advancing the welfare of the People of the State of Oregon and the protection of its service to the public at all times.

Article 20 - Health and Safety

20.1. The Employer and the Union agree that employee safety is a vital concern, establishing a safety culture in the Capitol is a collaborative process, and the Employer has many established safety policies and practices. Employee safety includes physical structures and practices that are both proactive and reactive to events or situations.

20.2. The Employer shall abide by all Oregon Occupational Safety and Health Administration rules and regulations for employees when working for the Assembly, regardless of the location of the work.

20.3. The Employer will maintain a Safety and Wellness Committee as provided in Legislative Branch Personnel Rule 30 and ensure the committee fulfills all rules outlined in OSHA's requirements for the committee. The Safety and Wellness committee shall include bargaining unit members elected by employees, consisting of at least one (1) representative from the bargaining unit from the House and one (1) representative from the bargaining unit from the Senate. The Committee shall also include an equal number of Employer-selected members with at least one (1) Employer representative from each chamber.

In addition to the operations of the Safety and Wellness Committee, the Labor Management Committee may submit a report detailing safety concerns and including recommendations for corrective actions to the Legislative Administrator. The Legislative Administrator shall forward such reports to the Presiding Officers.

20.4

A. When an employee reports hazardous condition(s) to the Employer, the Employer will work in consultation with employees and/or a Union representative to mitigate or resolve the hazard(s). All potentially impacted employees shall be made aware of the hazard, in the most timely and effective manner possible. Employees who assess their working conditions to be unsafe shall work with their Appointing Authority or the Employer to seek a resolution of the condition, and, pending resolution, employees may use any available paid leave, leave without pay, or perform work pursuant to a remote work agreement.

B. Any other employee may, at any time, submit written suggestions and complaints to the Employer designee concerning maintenance of safe and secure working conditions. Any Union Steward, upon identification and submission of a safety concern, may request and shall be scheduled to meet with the appropriate Employer designee to review the specific safety concern. The Employer shall promptly address the safety concern, and report its findings and/or actions to the Union.

20.5 Notification.

A. The Employer shall notify the Union of any workplace fatality involving a Legislative Assistant within twenty-four (24) hours after the Employer becomes aware of such fatality or injury accident. Such notification will include employee name and the designated emergency contact reported by the employee.

B. The Employer shall notify the Union of any recordable workplace injury involving a bargaining unit employee within thirty-six (36) hours. Such notification will include the employee name, type and level of injury, the employee's current contact information.

C. In the event of an onsite OSHA inspection, the Employer shall notify the Union of the inspection, and, if known by the Employer, any employees who work in the areas being inspected.

20.6. 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; and

B. The Oregon State Police 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 changes to safe and secure access points of entry, the Union will be invited to provide input to the Legislative Administration, Legislative Administration Committee, or Presiding Officers on proposed changes to the access points of entry.

C. If a bargaining unit employee reports a threats to Oregon State Police, the bargaining unit employee may also report the threat to their supervisor or the Employer.

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

20.7. The Employer agrees to provide notice of workplace safety procedures and changes to them, training programs to ensure that these procedures are known and followed, and required equipment and supplies needed to conform with adopted safety procedures. The Employer shall establish procedures to immediately and safely evacuate employees from the work site. The Employer-provided training shall include, but not be limited to, evacuation and other safety plans for addressing natural disasters and other workplace safety events. The Safety and Wellness Committee shall establish plans, which may be presented by outside consultants, for safety trainings including but not limited to:

A. Building safety (safe egress, knowledge of where first aid and defibrillators are located, etc.);

B. Natural disaster response

C. Situational awareness

D. Digital security

E. Active shooter response

F. De-escalation

G. Infectious disease

20.8. In accordance with all applicable laws and Employer policies, no employee shall be subject to retaliation for making a protected disclosure (e.g. whistleblower) in good faith or engaging in any protected activity as defined by the applicable law and/or policies.

20.9. The Employer shall provide badge access to the garage under the Capitol for Legislative Assistants when appropriate to do so.

20.10. The Employer will provide the employee with digital security training to ensure compliance with the Employer's policies and public record laws and to promote security for Employees.

20.11. The Employer may establish safety guidelines and practices for district offices, and will provide necessary safety tools at their district offices.

Article 21 - Equipment and Devices

The Appointing Authority shall determine the equipment and devices necessary for employees to perform work assigned, and the Appointing Authority will provide such necessary equipment and devices. Necessary equipment and devices will be kept in good working condition, and the Appointing Authority will determine whether it is necessary to replace equipment and devices. If the necessary equipment and devices, as determined by the Appointing Authority, are not included in the standard items provided by the Employer or provided by the Appointing Authority, the Appointing Authority will provide an alternative method for completing the necessary tasks.

The Labor Management Committee may make recommendation to the Employer on adding or removing standards items available to employees.

If the Appointing Authority assigns an employee to work from home, the employee may request the Appointing Authority provide the following items: ergonomic chair and desk, printer, office

supplies, including but not limited to: printer ink and paper, writing instruments, stapler, staples, paperclips, stamps, envelopes.

Upon separation of employment, the employee will return all equipment, devices and unused office supplies provided.

Article 22 - Remote Work Agreements

22.1. General policy

A. An Appointing Authority may allow employees to perform remote work through a Remote Work Agreement.

B. The Employer and the Union acknowledge that some legislative positions require the physical presence of employees at the State Capitol or other central worksites to best serve the needs of the Legislative Assembly and Oregonians, especially before and during a legislative session.

22.2. Remote Work Agreements shall follow the provisions is Legislative Branch Personnel Rule 26, as revised January 26, 2022.

Article 23 - Break Periods

23.1. The parties recognize that all employees are exempt from the Fair Labor Standards Act (FLSA). The state of Oregon's wage and hour laws are applicable to positions in the Legislative Branch entitled to the payment of overtime as determined by Employee Services and as outlined in LBPR 4(20).

23.2. The Employer will accommodate breaks and requested time off within work needs, as outlined below.

A. Employees eligible for overtime are entitled to meal periods and rest breaks as specified in ORS 653.261 and in the rules adopted by the Bureau of Labor and Industries.

B. Employees not eligible for overtime are eligible to take breaks at any convenient time.

C. All employees are eligible for breaks for the expression of milk, as provided in ORS 653.077

D. The employee may take breaks at their preferred time, unless the Appointing Authority directs on a case specific basis that an employee should take a break at a different time due to work related reasons. The Appointing Authority shall give as much advanced notice as practicable when requesting a specific break time.

E. The Employer will allow reasonable unpaid leave for the employee to testify in public hearings for bills that affect the bargaining unit. Employees may request personal leave, accrued vacation leave, or accrued compensatory time with prior approval from the employee's supervisor to cover such leave. Employees who testify in public hearings for bills that affect the bargaining unit shall identify themselves as IBEW members and disclose that such testimony is in their personal capacity.

Article 24 - Inclement Weather

24.1. The Legislative Administrator, in consultation with leadership offices, may curtail or close legislative agency and parliamentary office operations or close the State Capitol for hazardous conditions, inclement weather or other situations to ensure the health or safety of employees or the public.

24.2 Notification procedure. As soon as the Legislative Administrator decides to curtail or close legislative operations, the Legislative Administrator shall notify the legislative website editor and Facilities Services Director to begin the notification process. If a curtailment or closure decision is made before the start of the work day, the Legislative Administrator shall notify media outlets and distribute notice via the methods below by 5:00 a.m. or, if the decision is made after 5:00 a.m., as soon as is practicable. Employees have the following options for closure or curtailment notifications:

A. Capitol Information line at (503) 986-1178;

B. Legislative website;

C. Local media outlets;

D. Branch-wide email communication; or

E. Additional internal procedures that a legislative agency or a parliamentary office may develop for notifying employees and the public of unplanned curtailment or closure of services.

24.3 Personal safety. Employees are responsible for their own personal safety and should make their own decisions about reporting to work during periods of inclement weather or when hazardous conditions exist. When a hazardous condition does not result in official curtailment or building closure, but an employee does not wish to remain on site, the employee has the option of using available paid leave, leave without pay, or perform work remotely during the hazardous conditions with supervisor approval.

24.4 Official building closure or curtailment. Employees who are unable to work due to an official curtailment or closure shall not suffer loss of compensation during the time of the curtailment or closure. Employees who are otherwise on approved paid or unpaid leave during the official curtailment or closure shall code time based on the appropriate leave. Overtime-eligible employees shall record time worked during an official curtailment or closure as regular

hours. Upon reopening, employees will be given the option to continue remote work for the remainder of the day with supervisor approval. Notwithstanding the foregoing, an Appointing Authority may require employees to perform work pursuant to a Remote Work Agreement when the office or building is closed.

Article 25 - Vacation

25.1 Applicability. The provisions of this article apply to all members of the bargaining unit, regardless of duration or classification, excluding temporary status employees as defined by the LBPRs.

25.2 Monthly accrual.

A. Full-time bargaining unit members. A full-time bargaining unit member shall accrue vacation leave at a rate based on each full calendar month for which the bargaining unit member has been employed in accordance with the following schedule and based on the bargaining unit member's recognized service date:

Duration of Employment	Vacation leave accrued per month	Total annual vacation leave accrual
First month through 60th month	10.00 hours	120 hours (15 days)
61st month through 120th month	11.34 hours	136 hours (17 days)
121st month through 180th month	13.34 hours	160 hours (20 days)
181st month through 240th month	15.34 hours	184 hours (23 days)
241st month through 300th month	17.34 hours	208 hours (26 days)
After 300th month	19.34 hours	232 hours (29 days)

B. Part-time bargaining unit members. A bargaining unit member with a part-time schedule shall earn vacation leave on a prorated basis. If the bargaining unit member is paid on an hourly basis, vacation leave shall be prorated using the number of available work hours, based on the bargaining unit member's schedule, in that

month. If the bargaining unit member is paid on a salary basis, vacation leave shall be prorated on the basis of the percentage of workdays in the month that the bargaining unit member worked.

C. Introductory period. During the introductory period, bargaining unit members are eligible to use vacation leave upon accrual.

D. Crediting of vacation. Vacation leave shall be credited to a bargaining unit member on the first day of the calendar month following the calendar month in which it was earned.

E. Partial month accrual. Vacation leave accrual for a bargaining unit member working less than a full calendar month in a pay period due to hire, termination, or leave without pay shall be computed on a prorated basis. If the bargaining unit member is paid on an hourly basis, vacation leave shall be prorated using the number of available work hours, based on the bargaining unit member's schedule, in that month. If the bargaining unit member is paid on a salary basis, vacation leave shall be prorated on the basis of the percentage of work days in the month that the bargaining unit member worked.

F. Restoration of vacation accrual rate upon rehire. A bargaining unit member who separates from and returns to legislative service within two years of the bargaining unit member's separation date shall be given credit toward additional vacation accrual rates for service prior to separation. Vacation leave hours accrued in the Legislative Branch shall be restored in accordance with ORS 173.005.

25.3 Maximum accumulation. A bargaining unit member may accrue a maximum of 350 hours of vacation leave. A bargaining unit member will be notified of their vacation accrual balance on every paystub. A bargaining unit member who accrues 350 hours must take vacation leave by the end of the month during which the bargaining unit member's vacation leave accrual exceeds 350 hours or forfeit payment for, or use of, additional hours earned that would cause the bargaining unit member's vacation leave balance to exceed 350 hours.

25.4 Scheduling of vacation leave. Unless otherwise protected by law, rule or Legislative Branch policy, a bargaining unit member may use accrued vacation leave with prior approval of the bargaining unit member's Appointing Authority or the Appointing Authority's designee.

The Appointing Authority or designee may deny a vacation request based on the needs of the Legislative Branch.

25.5 Illness during vacation leave. When a bargaining unit member is on vacation and circumstances arise that would qualify the bargaining unit member to use accrued sick leave, the bargaining unit member may use, with supervisory approval and in accordance with LBPR 16 (5)(b), accrued sick leave instead of vacation leave.

25.6 Effect of movement between legislative agencies or offices.

A. When a bargaining unit member transfers, is promoted or is demoted within the Legislative Branch, all of the bargaining unit member's accrued vacation leave shall also be transferred in accordance with LBPR 14.

B. Notwithstanding paragraph (a) of this subsection, when an employee transfers, is promoted or is demoted within the Legislative Branch to a leadership office or a caucus office, a maximum of 100 hours of accrued vacation leave shall be transferred, except that more hours may be transferred at the discretion of the Appointing Authority in the leadership office or caucus office receiving the employee.

25.7 Employees hired from a State of Oregon agency. When an employee from another branch of state government is employed by the Legislative Branch without a break in service, a maximum of 100 hours of accrued vacation leave shall transfer. More hours may transfer at the discretion of the Appointing Authority in the Legislative Branch. The employee's recognized service date shall be used to determine the monthly vacation accrual rate.

25.8 Vacation pay upon separation. Upon separation, a bargaining unit member, or, in the case of death of a bargaining unit member, a bargaining unit member's beneficiary or estate, shall be compensated for up to 300 hours of unused vacation leave.

A. If the bargaining member leaves to accept another position in another branch of state government, the bargaining unit member can request transfer of all or a portion of the bargaining unit member's accrued vacation leave with the approval of the new agency. Any vacation leave liability shall be deducted from the maximum hours available for compensation, as set forth in paragraph (a) of this subsection.

B. The rate of pay for vacation leave shall be the bargaining unit member's current rate of pay at the time of termination, including all differentials the bargaining unit member is being paid under LBPR 4 (29), except shift differential. If, at the time of termination, an bargaining unit member holds more than one position, each with a different rate of pay, the distribution between rates shall be as determined by the Appointing Authority.

25.9 Payment for vacation leave in lieu of time off.

A. Eligibility. A bargaining unit employee may request to be paid for up to a maximum of one-hundred twenty (120) hours vacation leave in lieu of time off every other year provided the employee maintains a balance of at least 40 hours of accrued vacation leave after the payout. The approval to pay vacation leave is at the discretion of the Appointing Authority.

B. Available funds. A decision to approve the payment of vacation leave is subject to available funds in the appropriate Legislative Branch budget.

C. Request and approval. To request payment for vacation leave in lieu of time off, an employee shall submit an approved (by the Appointing Authority) Request for Payment for Vacation Leave in Lieu of Time Off form to Employee Services between October 1 and December 1 of an even-number year. This form shall be made available on the Legislative Intranet, to the employee and the Appointing Authority. The decision of the Appointing Authority to grant or deny the request is final and may not be appealed or grieved.

D. Rate of compensation. The rate of compensation for payment for vacation leave in lieu of time off shall be at the employee's current rate of pay at the time the request is submitted to the appointing authority, including all differentials the employee is being paid under LBPR 4 (29), except shift differential.

25.10 Donation of vacation leave for sick leave purposes.

A. A bargaining unit member may voluntarily donate accrued vacation leave in full- hour increments to another employee, provided the employee to whom the leave is to be donated:

i. Is absent due to their own serious health condition;
ii. Is absent due to parental leave; or
iii. Is absent due to a family member's serious health condition; and
iv. Has exhausted all available paid leave; and
v. Is not eligible for or receiving workers' compensation or is not receiving Oregon Paid Leave benefits.

B. Unused donated leave shall be retained by the employee who receives the leave.

C. All requests from the receiving employee and the donating employee must be in writing.

D. No transfer of funds may occur between agency budgets when vacation leave is donated under this subsection.

E. Under this section, "serious health condition," "parental leave" and "family member" have the meaning as defined in LBPR 15, Family Medical Leave.

25.11 Donation of vacation leave for military leave purposes.

A. A bargaining unit member may voluntarily donate accrued vacation leave in full- hour increments to another employee, provided the employee to whom the leave is to be donated:

i. Is not in a limited duration status or temporary status;
ii. Is on leave without pay to perform active military duty, whether voluntarily or involuntarily ordered;

iii. Has exhausted all accrued vacation leave; iv. Provides a copy of the military orders;
v. Receives less total gross military compensation, including allowances or special pay, while on active duty status than the gross pay (including differentials and annual average overtime pay, if any, for the employee's classification) received as a Legislative Branch employee at the time the military leave without pay began;
vi. Provides a copy of the employee's monthly Leave and Earning Statement for verification of all military compensation received for the month in which donated leave is to be used; and
vii. Has the approval of the Appointing Authority to receive donated leave.

B. A bargaining unit member is ineligible to receive donated leave under this rule if they are on paid military training duty or have been released from active duty but has not yet reported back to work.

C. A bargaining unit members may receive donated leave under this rule in an amount that does not exceed the positive amount determined when the employee's military compensation for a month is subtracted from the compensation received as a Legislative Branch employee for the last full month of Legislative Branch employment performed prior to the beginning of the employee's military service.

D. Donated vacation leave shall be transferred to the receiving employee's vacation leave and treated as taken in the month of receipt, to the extent that the amount taken does not exceed the limit established under this Article.

E. Unused donated leave shall be retained by the receiving employee.

F. No transfer of funds shall occur between budgets when vacation leave is donated under this subsection.

Article 26- Sick Leave

26.1. Monthly accrual.

A. Full-time continuing status positions. An employee in a full-time continuing status position accrues sick leave at the rate of eight hours for each full calendar month employed, credited to the employee when the leave is earned.

B. Part-time continuing status positions. Sick leave accrual for an employee in a parttime continuing status position is computed on a prorated basis using the number of hours the employee works in a month, credited to the employee when the leave is earned.
C. Introductory period. During an introductory period, employees are eligible to accrue and use sick leave.

D. Crediting sick leave. Sick leave is credited to an employee on the first day of the calendar month following the calendar month in which the leave was earned.

E. Partial month accrual. Sick leave accrual for an employee working less than a full calendar month in a pay period due to hire, termination or leave without pay is computed using the number of hours the employee worked in that month.

26.2. Maximum accumulation. Sick leave accrues without limitation, subject to LBPR 16 and other policies in effect as of the date of this Agreement.

26.3. Notification.

A. It is the employee's responsibility to notify the employee's immediate supervisor of the need to use sick leave. If the employee's absence is unanticipated, the employee shall contact the immediate supervisor at the beginning of each missed day's regularly scheduled work time unless other arrangements have been approved by the supervisor.

B. For use of sick leave that is foreseeable, an employee shall provide notice as prescribed in paragraph (a) of this subsection. A supervisor or appointing authority may not require notice to be given more than 10 calendar days before the first day of sick leave begins.

C. When the employee's absence is an emergency, the employee or the employee's representative shall notify the supervisor of the need for leave as soon as practicable.

D. For notifications specific to protected leave under, the Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), refer to LBPR 15, Family and Medical Leave and for other leaves, refer to LBPR 17, Other Types of Leave.

26.4. Holiday during sick leave. If a holiday occurs while an employee is on sick leave, the holiday is not deducted from the employee's accrued sick leave.

26.5. Use of accrued sick leave.

A. Availability. Sick leave is available to an employee for use when the leave is earned.

B. Qualifying absence. An employee may use accrued sick leave:
   i. For the bargaining unit employee's illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care.

   ii. For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or

treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care.

iii. For a purpose specified in ORS 659A.159, 659A.174, 659A.272 or 659A.285.

iv. In the event of a public health emergency.

C. Illness during vacation. When an employee is on vacation and circumstances arise that would qualify the employee to use accrued sick leave, the employee may do so with supervisory approval and in accordance with this LBPR 14 (4), and use accrued sick leave instead of vacation leave.

26.6. Use of other leave.

A. An employee eligible to take FMLA or OFLA leave is entitled to use accrued paid sick leave, personal leave, vacation leave or any other paid leave for which the employee qualifies during the period of FMLA or OFLA leave or if OFLA and FMLA leave are exhausted. Accrued paid sick leave does not include disability insurance, or disability benefits.

B. Use of leave without pay. An employee who is absent due to family or medical leave under LBPR 15 shall be allowed to use leave without pay if the employee so elects. An employee may elect to receive leave without pay while receiving disability income. A supervisor may require the employee to provide evidence of such disability benefit.

26.7. Medical verification.

A. Need to be absent. The Appointing Authority may require the employee to submit substantiating evidence for the use of sick leave for absences pursuant to state and federal law.

B. Cost of obtaining certification. The employer shall reimburse an employee for any out-of-pocket costs incurred in obtaining medical certification of the need to be absent or ability to return to work.

26.8. Effect of rehire. If a former Legislative Branch employee is hired into a bargaining unit position, within two years from the employee's date of separation, the employee's previously accrued and unused sick leave shall be restored.

A PERS retired employee hired back after retirement does not receive restored sick leave.

A prior temporary employee hired back within 180 days from the temporary employee's date of separation shall have any unused, accrued sick leave restored upon rehire.

26.9. Effect of movement between legislative agencies. When an employee is transferred, promoted or demoted from one Appointing Authority to another within the bargaining unit, all of the employee's accrued sick leave shall be transferred.

26.10. Employees hired from a State of Oregon agency. If an employee from a State of Oregon agency is hired into a bargaining unit position, within two years of separation from the other state agency, the employee's previously accrued unused sick leave shall be transferred.

26.11. Sick leave upon termination.

A. There is no compensation for unused sick leave upon termination of employment. Unused sick leave is placed in the State's accrual clearing house for two years following the employee's termination of employment, available to be restored to the employee if the employee is reinstated within the bargaining unit. Except for PERS retirees as described above in this section, all unused sick leave hours are restored to temporary employees who are reinstated within 180 days of separation.

B. The Legislative Branch shall report unused sick leave to the Public Employees Retirement System (PERS). According to statute, sick leave, once reported by the employer to PERS for retirement purposes, is considered used and is therefore not subsequently available for restoration.

26.12. Use of donated leave for sick leave purposes. An employee may receive paid sick leave that has been converted from vacation leave donated by other employees. An employee receiving donated leave may use the leave only in accordance with this rule.

Article 27 - Holidays

27.1. Holidays. For purposes of employment, the following holidays are observed in the Legislative Branch:

A. New Year's Day on January 1,
B. Martin Luther King, Jr.'s Birthday on the third Monday in January
C. President's Day on the third Monday in February or an alternative date identified by the presiding officers,
D. Memorial Day on the last Monday in May,
E. Juneteenth on June 19th,
F. Independence Day on July 4,
G. Labor Day on the first Monday in September,
H. Veterans' Day on November 11,
I. Thanksgiving Day on the fourth Thursday in November,
J. the Friday following Thanksgiving Day,
K. Christmas Day on December 25 and
L. Any day awarded by the presiding officers.

27.2. Additional Holidays. In addition to the holidays designated in section 1, bargaining unit members shall be granted any other holiday leave identified by LBPR 18, and every day appointed as a holiday in accordance with ORS 187.020 shall be observed as a holiday in the Legislative Branch.

27.3. Religious and cultural observances. Employees may request time off to observe religious or cultural holidays not included in section 1 of this Article after giving notice to their Appointing Authority. With approval of their Appointing Authority, an employee shall have the option of using accrued leave, taking leave without pay, or temporarily modifying their work schedule.

27.4. Holidays on Saturdays or Sundays. If a holiday listed in Section 1 falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on Sunday, it shall be observed on the following Monday.

27.5. Holiday during a legislative session. Holidays occurring during legislative sessions, legislative days or the period required for preparation for legislative sessions or legislative days may be designated by the Appointing Authority as required working days. When the Legislative Assembly is in session or a legislative day occurs on a holiday, employees are expected to work if asked to do so by their Appointing Authority. An employee who works on a holiday described in this subsection shall be paid or given additional paid time off as described in Section 7(E) of this article.

27.6. Holiday leave.

A. A full-time employee shall be granted eight hours of paid holiday leave for each holiday.

B. A part-time employee shall be granted holiday leave for each holiday based on the same percentage of a month as the employee is normally scheduled to work.

C. Exclusive of the holiday, an employee in a full-time status position who is on unpaid leave for more than 32 consecutive work hours or an employee in a part-time status position who is on unpaid leave for more than the equivalent of four full days of work may not be granted the paid holiday leave if the holiday falls at the beginning or end of or during the period of leave without pay.

D. When an overtime eligible employee is working a flexible work schedule that results in a holiday falling on a day when the employee is normally scheduled to work more than eight hours, or, for a part-time employee, when the employee is normally scheduled to work more than the prorated share of the holiday, the Appointing Authority may:

   i. Reschedule the full-time employee to the standard schedule of five eighthour work days for the work week in which the holiday falls;

ii. Reschedule the employee to a different flexible work schedule that results in a total of 40 hours of work time and holiday leave, or, for a part-time employee, the normal weekly hours, for the work week in which the holiday falls; or
iii. Permit the employee to use paid leave or leave without pay to account for the scheduled hours in excess of the holiday leave.

E. Compensation for bargaining unit employees who are required by their Appointing Authority to work on a holiday will be paid as follows:
   i. Temporary employees shall be paid straight time for hours worked.
   ii. A nonexempt overtime eligible employee shall have the choice of being paid one and one-half times the employee's hourly wage for all hours worked on a holiday with no alternative day off, or one alternative day off for the holiday with no additional pay. The date of the alternative day off shall be approved by the Appointing Authority. If the alternative day off is not used within the same month, the employee shall be awarded administrative leave for the number of hours worked on the holiday, up to 8 hours. The administrative leave must be taken within 12 months of the holiday.
   iii. An exempt employee who is not overtime eligible shall receive an alternative day off. The date of the alternative day off must be approved by the employee's Appointing Authority. If the alternative day off is not used within the same month, the employee shall be awarded administrative leave for the number of hours worked on the holiday, up to 8 hours, which must be taken within 12 months of the holiday.
   iv. Payment for appointments on holidays shall be limited as follows:
   v. All employees who are in an employment status other than temporary status and who are appointed on a holiday observed on the first regularly scheduled work day of the month shall be paid for the holiday pursuant to the other provisions of LBPR 18.

F. An appointment may not be made effective on a holiday observed on a day other than the first day of the month.

G. Payment for separations on or before holidays shall be limited as follows:
   i. An employee who separates from employment in a month including a holiday on the last regularly scheduled work day of the month shall be paid for the holiday if the employee actually works on the work day immediately preceding the holiday and is otherwise eligible to receive holiday leave.

   ii. A separation may not be made effective on a holiday that is observed on any day other than the last day of the month.

Article 28- Family and Medical Leave

An eligible employee may be absent for reasons that qualify under state family leave laws in accordance with Legislative Branch personnel Rule 15: Family and Medical Leave.

Article 29- Jury Duty and Witness Leave

29.1. An employee who is summoned to jury duty on a day within the employee's regular work schedule shall receive normal pay for such service. The employee shall waive any juror fees but may keep all mileage fees or any extraordinary expenses paid to the employee for jury duty or for appearing as a witness. An employee shall promptly inform the employee's supervisor when the employee receives a summons for jury duty.

29.2. An employee who is subpoenaed to appear as a witness, other than as a party in the action, in a federal, state, municipal or justice court or other forum on a day within the employee's regular work schedule shall receive normal pay for such service.

29.3. An employee shall receive no additional compensation (i.e., overtime) for juror or witness service that extends beyond an employee's regular work schedule.

29.4. An employee who is summoned to serve as a juror or who is subpoenaed to appear as a witness on the employee's regularly scheduled day off may not receive pay for that day but may keep any juror or witness fees paid.

Article 30- Other Types of Leave

30.1. Bereavement Leave.

A. At the request of the employee, an Appointing Authority shall grant up to 24 hours or the equivalent of three (3) full days of scheduled work for paid bereavement leave after the death of a qualifying family member. At the discretion of the Appointing Authority, an employee may be granted up to twenty-four (24) hours or the equivalent of three full days of scheduled work for paid bereavement leave after the death of any other relative, any in-law or any person residing in the same household as the employee. An employee shall be allowed, by the Appointing Authority, to use accrued leave, or leave without pay, at the option of the employee.

B. In addition to the paid bereavement leave above, an employee may also be eligible for two (2) weeks of protected bereavement leave under the Oregon Family Leave Act (OFLA).

C. For the purposes of this Section, employees who have exhausted paid leave, will be permitted to receive donated leave to cover the two (2) weeks of protected bereavement leave under OFLA, in accordance with LBPR 14(9).

D. For the purposes of this article, “a qualifying family member” shall have the same definition as the Oregon Family Leave Act.

30.2. Personal Business Leave.

A. Twenty four hours of personal business leave is awarded each fiscal year and is not cumulative from year to year or compensable in any form other than leave.

B. Personal business leave is granted to eligible employees after completion of six months of employment in the Legislative Branch.

C. An employee in a part-time status position is granted paid personal business leave on a prorated basis.

D. Unused personal business leave is restored to employees who, within the same fiscal year, vacate and return and complete 1,040 hours of employment.

E. Use of personal business leave is subject to approval by the employee’s immediate supervisor.

F. Any unused personal business leave of an employee who transfers from another branch of state government or within the Legislative Branch shall also be transferred for use during the same fiscal year.

30.3. Except as otherwise covered in this Agreement, bargaining unit members are eligible for Other Types of Leave per LBPR 17.

Article 31- Paid Leave Oregon

The Employer will participate in the Paid Leave Oregon (PLO) program, which is administered by the Oregon Employment Department (OED).

PLO provides paid leave and job protection for qualified absences related to an employee’s serious health condition; to caring for a family member with a serious health condition; to bond with a new child after birth, adoption or foster care placement; to survivors of sexual assault, domestic violence, harassment, or stalking.

Eligible employees may receive paid leave as determined by the OED. The amount of the paid leave shall be determined by OED, which is dependent on the employee’s wage rate.

The parties recognize PLO is funded by employee (60%) and employer (40%) contributions; however, the Employer agrees to cover the employee’s contribution.

Article 32- Worker's Compensation

An employee who is absent because of an injury, illness or condition that was incurred or aggravated on the job may qualify for Worker's Compensation in accordance with LBPR 16(8).

The Employer shall notify the Union of any fatality involving a bargaining unit employee as soon as reasonable possible after becoming aware of such fatality and within thirty-six (36) hours after any reportable injury. Such notification will include employee name(s), type and level of injury, employee's current contact information.

Article 33—Benefits Coordination and Information

33.1. Benefits coordination: Employee Services Department shall be available to answer questions of bargaining unit members on benefits, including health plans, retirement benefits, other insurance benefits, sick leave, vacation leave, and other types of leave. The Employer shall have staff within the Employee Services Department to:

A. Respond to inquiries about employee benefits as soon as practicable and no later than within five business days.

B. Provide assistance and resources as necessary to enable bargaining unit members to make informed benefits decisions.

33.2 Resource guide. The Employer shall make available to all bargaining unit members, and post on the intranet, materials on benefits, including links to the agencies responsible for administering benefits. Bargaining unit members are encouraged to review training materials and video recordings prepared by agencies that administer benefits. The Employer shall provide the materials to the Union, upon request.

33.3. Benefits training. The Employer shall inform bargaining unit members of training opportunities offered by benefits providers on employee benefits. The Labor Management Committee may submit a request for training topics related to employee benefits. The Employer shall ensure employees will have access to a training or resources on the requested topic.

Article 34- Employee Assistance Program (EAP)

34.1. The Employer shall provide access to the Employee Assistance Program (EAP) provided through the Public Employees Benefits Board to every PEBB-eligible employee free of charge. The PEBB-provided Employee Assistance Program is intended to help employees manage personal and work-related problems, and provides services including but not limited to legal and financial advice, provide information to help employees locate child and elder care resources, mental health and substance abuse counseling, and referrals.

34.2. The EAP shall be available to each PEBB-eligible employee, as well as their PEBB-eligible dependents.

34.3. Usage of the Employee Assistance Program, or information gathered by the Employee Assistance Program, may not be used to discipline an employee.

Article 35- Health Insurance

35.1. Employer Contribution:

A. An employer contribution for health and dental benefits will only be made for each active employee who has at least eighty (80) paid regular hours in a month and who is eligible for medical insurance coverage, unless otherwise required by Law.

B. It is understood that the administrative intent of this Article is that the Employer contribution is made for individuals who are participants in the medical insurance coverages. Participation will mean that eligible less-than-full-time employees who drop out of coverage will be considered to participate. Additionally, employees who elect to opt out of coverage for a cash incentive will be considered to participate.

35.2. Full-Time Employees. An Employer contribution shall be made for full-time employees who have at least eighty (80) paid regular hours in a month, unless otherwise required by law. For plan years 2023 and 2024, Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

35. 3. Less-Than-Full-Time Employees.

A. For less-than-full-time employees (including part-time, seasonal, and intermittent employees), who have at least eighty (80) paid regular hours in the month, the Employer shall contribute a prorated amount of the contribution for full-time employees, unless otherwise required by law. This prorated contribution shall be based on the ratio of paid regular hours to full-time hours to the nearest full percent, except that less-than-full-time employees who have at least eighty (80) paid regular hours in a month shall receive no less than one-half (1/2) of the contribution for full-time employees.

B. The following administrative procedures shall be used for the calculation of Employer health plan contributions for less than-full-time employees, under this Section.

i. “Regular hours” means all hours of work or paid leave except overtime hours, i.e., those above eight (8) hours in a day or forty (40) hours in a week. Thus, “regular hours” shall include additional non-overtime hours

worked above an employee's regular work schedule. In the event that a less-than-full-time employee, who is regularly scheduled to work half-time or more, fails to maintain at least half-time paid regular hours because of the effect of prorated holiday time or other paid or unpaid time off, they shall be allowed to use available vacation or comp time to maintain their eligibility for benefits and the Employer's contribution for such benefits.

35.4. Coordination of Benefits. The Public Employee Benefits Board (PEBB) may adopt any of the effect-on-benefit alternatives described in the National Association of Insurance Commissioners (NAIC) 1985 model acts and regulations, or any subsequent alternatives promulgated by the NAIC.

35. 5. Administration. The Employer will continue to pay employee insurance premiums directly to the appropriate insurance carriers and remit balances either to the employees' ilex benefit account or to PEBB, as directed by PEBB.

35.6 The Employer ceases to have a proprietary interest, in its own contributions to the benefit plan premium when it pays such funds to the carrier or to persons who have an irrevocable duty to transfer such payments to the carriers when due.

Article 36- Flexible Spending Accounts

The Employer will provide access to the Flexible Spending Accounts provided through the Public Employee Benefits Board (PEBB) and consistent with PEBB administration to every PEBB-eligible bargaining unit employee.

Article 37-Other Benefits

37.1 Optional benefits. The Employer shall provide the following optional benefits available through the Public Employee Benefits Board (PEBB):

A. Optional Employee and Spouse or Domestic Partner Life Insurance for the employee, the employee's spouse or domestic partner.

B. Dependent Life Insurance for the employee's spouse or domestic partner, and eligible children.

C. Accidental Death and Dismemberment Insurance for the employee, or the employee and eligible dependents.

D. Short Term and Long Term Disability Insurance for the employee.

E. Long Term Care Insurance for the employee, spouse or domestic partner, dependents and certain extended family members.

F. Any other optional benefits offered by PEBB.

37.2 Effective Dates. Effective dates of coverage shall be determined by PEBB. Presently, if employee enrolls during Open Enrollment coverage becomes effective January 1 of the new plan year, and if an employee enrolls outside of Open Enrollment, coverage becomes effective the first of the following month.

Article 38 - Retirement

38.1. Retirement Benefits. The Oregon Public Employee Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP) set forth eligibility for bargaining unit members. The Employer will comply with the law with respect to any changes to these benefits.

38.2. Pre-Retirement Counseling. An employee within 5 years of retirement eligibility may take Pre-Retirement Counseling Leave in accordance with the provisions below:

A. Employees shall be granted up to eight (8) hours of leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use.

B. Authorization for the use of pre-retirement counseling leave shall not be withheld unless the employee's Appointing Authority determines that the use of such leave shall hinder the efficiency of the employee's work unit.

C. When the dates requested for pre-retirement leave cannot be granted for the above reason, the Appointing Authority will work with the employee to find an alternative date. The leave herein discussed may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, insurance, and other retirement income.

38.3. Oregon Savings Growth Plan Contributions. Bargaining Unit Members may contribute a percentage of their gross wages to an Oregon Savings Growth Plan account.

Article 39 - Pay Day

All employees shall be paid no later than the first day of the month. However, employees who begin work after payroll cutoff will be paid in the subsequent mid-month payroll for time worked in the affected pay period. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When payday falls on a Saturday, Sunday, or banking holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month.

The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

Article 40 - Salary and Administration

40.1. Salary Administration. For bargaining unit employees, salary administration will be processed in accordance with Legislative Branch Personnel Rule 4: Compensation and Salary Administration.

40.2. Salary Increases.

A. General Salary Increase: If the contract is ratified by the union on or before November 1, 2023, then salaries will be increased by 6.5%, as reflected in the structure below.

B. Lump Sum Payment: Bargaining unit employees employed on the date of ratification will receive a lump sum payment in accordance with the following schedule:

If the contract is ratified on or before November 1, 2023: $1,500

If the contract is ratified after November 15 but prior to January 1, 2024: $1,000

If the contract is ratified after January 1, 2024: $500

40.3. Salary Structure.

Grade	December 2023 PERS Eligible Comp Plan (Annual) - Legislative Branch									
	1	2	3	4	5	6	7	8	9	10
LA 1 - SR03	$42,668	$44,588	$46,594	$48,691	$50,882	$53,172	$55,565	$58,204	$60,969	$64,002
LA 2- SR05	$47,942	$50,099	$52,353	$54,709	$57,171	$59,744	$62,432	$65,398	$68,504	$71,912
LA 3- SR08	$57,099	$59,669	$62,354	$65,160	$68,092	$71,156	$74,358	$77,890	$81,590	$85,649
LA 4 - SR11	$68,006	$71,066	$74,264	$77,606	$81,098	$84,748	$88,561	$92,768	$97,175	$102,009

Grade	December 2023 PERS Eligible Comp Plan (Monthly) - Legislative Branch									
	1	2	3	4	5	6	7	8	9	10

LA 1 - SR03	$3,556	$3,716	$3,883	$4,058	$4,240	$4,431	$4,630	$4,850	$5,081	$5,333
LA 2- SR05	$3,995	$4,175	$4,363	$4,559	$4,764	$4,979	$5,203	$5,450	$5,709	$5,993
LA 3- SR08	$4,758	$4,972	$5,196	$5,430	$5,674	$5,930	$6,196	$6,491	$6,799	$7,137
LA 4 - SR11	$5,667	$5,922	$6,189	$6,467	$6,758	$7,062	$7,380	$7,731	$8,098	$8,501

Grade	**December 2023 NON-PERS Eligible Comp Plan (Annual) - Legislative Branch**									
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	10
LA 1 - SR03	$39,895	$41,690	$43,566	$45,527	$47,576	$49,717	$51,954	$54,422	$57,007	$59,843
LA 2- SR05	$44,826	$46,843	$48,951	$51,154	$53,456	$55,862	$58,375	$61,148	$64,053	$67,239
LA 3- SR08	$53,389	$55,791	$58,302	$60,925	$63,667	$66,532	$69,526	$72,828	$76,288	$80,083
LA 4 - SR11	$63,587	$66,448	$69,438	$72,563	$75,828	$79,241	$82,806	$86,740	$90,860	$95,380

Grade	**December 2023 NON-PERS Eligible Comp Plan (Monthly) - Legislative Branch**									
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	10
LA 1 - SR03	$3,325	$3,474	$3,631	$3,794	$3,965	$4,143	$4,329	$4,535	$4,751	$4,987
LA 2- SR05	$3,736	$3,904	$4,079	$4,263	$4,455	$4,655	$4,865	$5,096	$5,338	$5,603
LA 3- SR08	$4,449	$4,649	$4,858	$5,077	$5,306	$5,544	$5,794	$6,069	$6,357	$6,674

LA 4 - SR11	$5,299	$5,537	$5,787	$6,047	$6,319	$6,603	$6,901	$7,228	$7,572	$7,948

Article 41 - Work Out of Class

41.1. Eligibility and rate. Except as described below, a bargaining unit employee assigned in writing to perform duties of an existing, higher-level classification for a period of 10 or more consecutive work days must be compensated for the performance of such duties. The rate of pay for temporary duties at a higher classification is the greater of either: A. Five percent of the employee's base rate of pay; or

B. The difference between the employee's base rate of pay and the first step of the higher (WOC) classification's salary range.

The pay rate may not exceed the top step of the higher level of classification.

41.2. Duration. Work out of class duties may be assigned for a specified period not to exceed one year. An Appointing Authority may extend a work out of class assignment beyond one year under unusual circumstances.

41.3. Waiver. When an employee is assigned and voluntarily agrees to perform higher-level duties that would otherwise qualify for work out of class, the employee and Appointing Authority may mutually agree to waive the work out of class when the purpose of the assignment is to give the employee the opportunity to learn a higher-level job skill.

Article 42 - Moving Expenses

An Appointing Authority may reimburse actual moving expenses for a newly hired employee, not to exceed a total of $20,000. The Appointing Authority shall require receipts for any reimbursement request exceeding $5,000. A condition of moving expense reimbursement is agreement to repay any moving expense reimbursement in an amount equal to the amount of moving expense reimbursed multiplied by the percentage of the 24-month commitment not served by the employee. The employee is not responsible for repayment of moving expenses reimbursement if the employee is terminated at the discretion of the appointing authority.

Article 43 - Travel Expenses

43.1. Policy. A bargaining unit employee engaged in official legislative business shall be reimbursed as provided in LBPR 10 for travel expenses incurred during a period of official travel within or outside the State of Oregon. Personal expenses and expenses for travel to places of entertainment are not reimbursable. It is the policy of the Legislative Branch to encourage the prudent use of limited state resources when engaged in travel on official legislative business.

43.2. Definitions. As used in this rule:

A. "Authorized travel" means travel approved by the employee's supervisor or Appointing Authority that is related but not essential to the performance of the employee's duties.

B. "Period of official travel" means the period during which an employee is away from the employee's official worksite due to authorized or required travel. A period of official travel begins at the time of departure from the worksite and ends at the time of return to the worksite or the employee's home if the period of travel ends later than scheduled work time.

C. "Required travel" means travel approved by the employee's supervisor or appointing authority that is essential to the performance of the employee's duties.

D. "Official Worksite" shall be defined as the State Capitol Building or an assigned District office, at the discretion of the Appointing Authority.

43.3. Meal expenses. If evidenced by receipts, customary and reasonable meal expenses shall be reimbursed for actual costs for employees on required travel and may be reimbursed for employees on authorized travel. Gratuities, not exceeding 15 percent of the cost of the meal, shall be considered part of the actual cost of a meal. Gratuities may not be separately reimbursed.

The cost of alcoholic beverages is not reimbursable.

43.4. Lodging expenses. If evidenced by receipts, customary and reasonable lodging expenses shall be reimbursed for actual costs for employees on required travel and may be reimbursed for employees on authorized travel. When reserving or obtaining lodging during a period of official travel, an employee shall request the state government rate or attempt to obtain a special lodging rate.

43.5. Transportation expenses:

A. Travel in private vehicle. During a period of official travel, an employee may use a private vehicle when transportation by common carrier or state vehicle is not feasible or is more costly. An employee on required travel shall be, and an employee on authorized travel may be, reimbursed for transportation expenses in a private vehicle at the rate established and regulated by the Oregon Department of Administrative Services for the use of a privately-owned motor vehicle on official or state business. However, an employee may not be reimbursed for transportation in a private vehicle between the employee's place of residence and the employee's official worksite.

B. Travel by air carrier. In addition to reimbursement for air carrier costs, reimbursement for mileage to and from the air terminal normally used for departure may be allowed. However, if the employee combines personal travel with authorized or required travel, reimbursement shall be made only for expenses incurred during the period of

official travel. Reimbursement may not be made for expenses incurred during days of personal travel.

C. Combined personal and official travel. When an employee combines work-related travel with a holiday, weekend trip, vacation or other personal travel, if the travel is outside the State of Oregon and between points where scheduled airline service is available, and if reimbursement of transportation expenses has been approved by the employee's supervisor or Appointing Authority, the employee shall be reimbursed for the cost of round-trip coach airfare and for meal and lodging expenses to which the employee would have been entitled for authorized or required travel.

D. Telephone and data expenses. When evidenced by receipts, the actual cost of reasonable telephone calls and use of technology for data transmission or receipt made by an employee during a period of official travel shall be reimbursed. However, expenses for phone calls, electronic mail or other electronic data transmissions made by an employee on a personal cell phone or other personal electronic device are not reimbursable.

E. Expenses under $10. All other travel expenses are reimbursed based on the actual amount of expense incurred by the employee. Receipts are required for all travel expenses greater than $10.00.

Article 44 - Grievance Procedure

44.1. Scope and Representation.

A. A grievance is hereby defined as an alleged violation of the terms of this Agreement. Excluded from the grievance procedure are alleged violation(s) of LBPR 27 or alleged violation(s) of law within the jurisdiction of a state or federal agency or an actionable claim within the jurisdiction of a state or federal court.

B. The Union or the Employer shall possess the right to file a grievance. The Union may file group grievances or class action grievances on behalf of multiple employees covered by this Agreement. Employees may not file grievances without the written approval of the Union. Nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

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 appropriate Employee Services representative.

44.2. Filing a Grievance.

A. The Union Representative must provide a written grievance form to the Appointing Authority of the employee involved in the grievance, as the Step 1 Official, and provide a copy of the grievance form to Employee Services. If the grievance is a group or class grievance, the grievance form shall be filed with Employee Services, and Employee Services shall serve as the Step 1 official. An Employer filed grievance shall be sent to the Union.

B. The grievance form shall be signed by the Union Representative, and include the following information:
   i. The name(s) of all individual(s) included in the grievance, or in the case of group or class action grievances an alternative description may be used;
   ii. The article(s) and provision of the contract alleged to have been violated;
   iii. A statement explaining the alleged violation; iv. The date(s) the alleged violation(s) occurred; and,
   v. The remedy requested.

44.3. Grievance Processing:

Step 1. 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 Appointing Authority, as the Step 1 Official and send a copy to Employee Services. The grievance is not considered filed until it has been provided to both the Appointing Authority and Employee Services.

The Appointing Authority shall then attempt to adjust the matter and respond, in writing, to the Union with a copy to Employee Services 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.
If the grievance is a group or class grievance, the grievance shall be filed with Employee Services and initiated at Step 2.

Step 2. Mediation. In the event the grievance is not resolved at Step 1, either party may initiate mediation within fourteen (14) calendar days after the Step 1 response. The parties will mutually select a mediator. 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 3. If the grievance is not settled at Step 1 or Step 2, the Union may, within ten (10) calendar days after completion of Step 2, submit a written request to advance the grievance to Step 3. The request must be submitted to the Appointing Authority and Employees Services.

At Step 3, the grievance shall be heard by the Employer's Grievance Committee. The Grievance Committee shall include an equal number of appointees from the Senate and House majority and minority leaders, with each leader appointing one member of their caucus to serve on the committee. If a leader served as the Step 1 Appointing Authority or actively participated in the grievance mediation, the deputy leader of that caucus shall make the appointment.

Within thirty (30) calendar days of the written request to advance a grievance to Step 3, the Grievance Committee shall schedule a time to review the grievance, the supporting documentation, and hear from the Union and involved Appointing Authority. During a hearing before the Grievance Committee, the Union or Appointing Authority may present information to be considered and may be represented. The Grievance Committee shall issue a decision no more than forty (45) calendar days from the request to advance the grievance to Step 3 Meeting. The Grievance Committee may consult with professional staff as part of the grievance process. The parties agree the grievance procedure is an internal process; however, the parties recognize documents may be subject to Oregon's Public Records laws.
The decision of the Grievance Committee shall be final and binding on both parties. The parties agree the Grievance Committee's decision will be limited in application to the instant case on a non-precedent setting basis.

Appointing Authorities, Employee Services, and the Grievance Committee may not adjust grievances alleging a violation(s) of LBPR 27 or alleged violation(s) of law within the jurisdiction of a state or federal agency or an actionable claim within the jurisdiction of a state or federal court.

44.4. Timelines. The timelines specified in this Article may only be modified by mutual written agreement, and only the Appointing Authority or Employee Services 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 45 - No Strike/No Lockout

45.1. No Strikes. During the term of this Agreement, the Union and its members, as individuals or as a group, guarantee they will not initiate, cause, permit, aide, encourage, participate, or join in any strike, sympathy strike, work stoppage, slowdown, sick out, picket line, refusal to work or any other interruption of the Assembly's services. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross or otherwise recognize a picket line established by any labor organization when called upon to cross such picket line in the course of their employment.

In the event of a strike, sympathy strike, work stoppage, slowdown, sick out, picket line, or other restriction of work in any form, either on the basis of an individual choice or collective employee conduct, the Union will make every reasonable effort to secure an orderly return to work.

45.2. No Lock Outs. In consideration for No Strike commitment as set forth in Section 60.1 above, the Employer agrees not to lock out employees, provided, however, that the reduction or elimination of work in response to a strike by other personnel employed by the Employer shall not be considered a lockout.

45.3. No employee shall be disciplined for refusing to work in the event of a strike called by the Union which complies with the No Strike provision in Section 60.1 above.

Article 46 - Severability

In the event that any Article, section, or portion of this Agreement is found to be invalid or unenforceable by final ruling of any court of competent jurisdiction, or is invalidated by any law then such specific Article, section, or portion specified in such decision or which is in such conflict with any law, rule, or regulation, shall be of no force and effect. Upon the issuance of such decision, if either party requests, the parties shall negotiate, pursuant to ORS 243.698 (expedited bargaining process), a substitute for such specific Article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect.

Article 47 – Term and Duration

This Agreement shall be effective as of its execution through December 31, 2024. It shall be automatically renewed from year to year thereafter unless either Party notifies the other in writing that it wishes to modify this Agreement.

Either Party may give written notice of intent to bargain during the period of March 15, 2024 – April 15 of the expiring year, 2024. Negotiations shall commence not later than the first week of June, 2024, or such other date as may be mutually agreed to by the Parties. This Agreement shall remain in full force and effect during the period of negotiations.

AGREED AND ENTERED this 5th day of February, 2024.

OREGON LEGISLATIVE ASSEMBLY

Dan Rayfield
Speaker of the House

Rob Wagner
Senate President

IBEW, LOCAL 89

Richard Murray
Business Manager

Contents

PREAMBLE

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

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

ARTICLE 1
PARTIES TO THE AGREEMENT

The Employer recognizes that RCW 44.90 provides for the partnership with employee representatives in creating an agreement regarding workplace terms and conditions of employment and further recognizes the Association as the exclusive bargaining representative for all employees in the bargaining unit consisting of all Legislative Assistants working for the House Republican Caucus, as defined by the Public Employment Relations Commission certification decision, *Washington State Legislature, House of Representatives,* Decision 13892 (LECB, 2024).

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

ARTICLE X – INCLEMENT WEATHER AND EMERGENCY CONDITIONS

X.1 Notification and Suspended Operations

If the Employer determines for any reason, including but not limited to, inclement weather, natural disaster, or other circumstances that health, property or safety is jeopardized and it is advisable due to emergency conditions to close all or portions of the campus or to suspend the operation of the House of Representatives, 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.

X.2 Inclement Weather

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 X – TRAINING & TOOLS

X.2 Equipment and tools. The Employer will determine and provide the software and equipment necessary for employees to perform their assigned work. Employees are expected to take reasonable precautions to protect Employer provided equipment from damage and theft.

X.3The House will continue the current practice of permitting up to five (5) business days of overlap between outgoing and incoming legislative assistants as practicable.

ARTICLE 5 – ASSOCIATION RIGHTS AND ACTIVITIES

5.1 Association Representatives

A. Notification and Recognition of Association Representatives

1. The Employer agrees to recognize three Association Representatives to be selected by the Association. The Association will provide the Employer with a written list of the Association Representatives. The Association will maintain the list.

2. The Employer will recognize any Association Representative on the list. The Employer will not recognize an employee as an Association Representative if their name does not appear on the list.

3. The Association will provide written notice to the Employer of any changes to the Association Representative list.

4. Association Representatives 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 Association Representative expects the activity to take.

5. If the amount of time an Association Representative spends performing representational activities is unduly affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Association will be given an opportunity to meet and confer to find an alternative resolution.

   Association Representatives will be granted reasonable paid time, as determined by the employer, during their normal working hours to investigate and process grievances. In addition, Association Representatives will be granted reasonable paid time, as determined by the

employer, during their normal working hours to prepare for and attend meetings for representational activities including investigatory interviews and pre-disciplinary meetings; informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions, held during their work time; and New Employee Orientations.

5. Time spent preparing for, traveling to and from, and attending meetings during the Association Representative's non-work hours will not be compensated nor be considered as time worked. No flex time or granted/comp time will be earned.

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

B. Access

1. Association Representatives may have access to the Employer's offices or facilities in accordance with Employer policy and House rules to carry out representational activities.

2. Association Representatives and bargaining unit employees may also meet in non-work areas during the employee's breaks and before and after their normal work hours.

5.2 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

The Employer's offices and facilities may be used by the Association to hold meetings necessary to carry out representational activities, subject to the Employer's policy, availability of the space and with prior authorization of the Employer. No lobbying or political activity will be conducted.

B. Supplies and Equipment

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

C. Electronic Communications

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

1. Result in little or no cost to the Employer;

2. Be brief in duration and frequency;

3. Not interfere with the performance of their official duties;

4. Not distract from the conduct of state business;

5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;

6. Not compromise the security or integrity of state information or software; and

7. Not include general communication and/or solicitation with employees.

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

5.3 Information Requests

A. The Employer agrees to provide the Association, upon written request, access to materials and information necessary for the Association to fulfill its statutory responsibility to administer this Agreement. All Association information requests will be clearly labeled as such, will be authored by an Association Representative, and will be sent to the Human Resources Office with a copy to the Office of State Legislative Labor Relations.

B. The Employer will acknowledge receipt of the information request and will provide the Association with a date by which the information is anticipated to be provided.

C. When the Association submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Association Representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Association will pay for receipt of the information.

D. At least quarterly, the Employer will provide a report to the Association of the members of the bargaining unit indicating those who have entered or left the bargaining unit in the preceding quarter and indicating upcoming orientation or training opportunities to facilitate compliance with RCW 41.56.037, presenting information about representation.

5.5 Distribution of Material

Association-represented employees 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.

All material will be consistent with Legislative Ethics Board rulings and House ethics rules and not request legislative employees to engage in prohibited activities.

5.6 Access To New Employee Orientation

Within ninety (90) days of a new employee's start date in a Association bargaining unit position, the Employer will provide access to the employee during the employee's regular work hours to present information about the Association. This access will be provided on the newly hired employee's work time, at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Association and will be for no less than thirty (30) minutes. Association meetings with new employees will include only the new bargaining unit employees and Association Representatives unless mutually agreed otherwise. The Association Representative will also remain in paid status when the orientation is done in a group setting. A Representative providing Association orientation

in individual meetings will be in non-work status. No employee will be required to attend the meetings or presentations given by the Association.

ARTICLE 6 – MANDATORY SUBJECTS

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

6.1 Negotiations

A. The parties will agree to the location and time for the discussions and/or negotiations. The Employer and the Association recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner and will schedule negotiations as soon as possible, except that neither party may be compelled to schedule a meeting during a legislative session or during committee assembly days.

B. Each party is responsible for choosing its own representatives for these activities. The Association will provide the Employer with the names of its employee representatives at least four (4) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Association will notify the Employer as soon as possible.

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

A. Release Time. The Employer will approve paid release time for demand to bargain meetings for up to three (3) employee representatives who are scheduled to work. The Employer will approve granted time/comp time, annual leave, or leave without pay for additional employee representatives provided the absence of the employee does not create significant and unusual coverage issues.

B. Preparatory Meetings. 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.

6.3 Travel

a. The Employer will approve granted time/comp time, annual leave, or leave without pay for Association team members to travel to and from mandatory subjects negotiation meetings during work hours. The Employer will not pay for the travel costs and per diem expenses of employee representatives, if any. In lieu of traveling, employees may request to participate via teleconference and/or video conference.

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

c. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

ARTICLE 8 – OTHER PROVISIONS OF LAW & POLICY

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

A. The Legislative Code of Conduct: discrimination and inappropriate workplace behavior.
B. RCW 44.90.100: Dues Deduction. If requested by the Association, dues deduction and revocation will be processed in accordance with the law.
C. RCW 41.56.037: Association access to new employees.
D. RCW 4.92.060 and .070, RCW 43.10.045: 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. Nothing in this section should be construed as limiting the Employer's right to determine who shall provide legal representation.

ARTICLE 9 – MANAGEMENT RIGHTS

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

(a) Any item listed in RCW 44.90.045(1);

(b) Determine the functions and programs of the employer, the use of technology, and the structure of the organization, including the size and composition of standing committees;

(c) Determine the employer's budget and the size of the employer's workforce, including determining the financial basis for layoffs;

(d) The right to direct and supervise employees;

(e) The right to establish the hours of work during legislative session and committee assembly days, and the hours of work during the 60 calendar days before the first day of legislative session and during the 20 calendar days after the last day of legislative session;

(f) The right to establish the cutoff calendar for a legislative session;

(g) (i) Lay off employees when there has been a change to the number of members in, or the makeup of, a caucus due to an election or appointment that necessitates a change in the number of staff; (ii) lay off an employee following an election, appointment, or resignation of a legislator; and (iii) terminate an employee for engaging in partisan activities that are incompatible with the employee's job duties or position;

(h) Offer health care benefits and other employee benefits in accordance with RCW 44.90.090(h). A copy of the state employee health care premium coalition agreement is provided in Appendix X of this Agreement; and

(i) The right to take whatever actions are deemed necessary to carry out the mission of the legislature and its agencies during emergencies.

ARTICLE 10 – ASSOCIATION-MANAGEMENT COMMITTEE

A. The Employer and the Association support the goal of a constructive, respectful and cooperative relationship. To promote and foster such a relationship, the parties agree to establish a structure of joint Association-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

B. The committee will be composed of up to three (3) representatives selected by the Association and up to three (3) Employer representatives. A representative from the Office of State Legislative Labor Relations may also attend. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, except that meetings will not be scheduled during a legislative session or during committee assembly days, unless agreed otherwise or there are no agenda items identified.

C. Participation and Process

   a. The Association 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.

   b. Employees attending committee meetings during their work time shall have no loss in pay. Attendance at meetings during employee's non-work time will not be compensated for or considered as time worked. A reasonable effort will be made by the Employer to not schedule meetings during the Associations Representatives non-work time including flex days.

   c. 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.

   d. Travel. The Employer will approve granted time/comp time, annual leave or leave without pay for Association team members to travel to and from committee meetings. The Employer will not pay 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.

   e. 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.

f. 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 __.

ARTICLE X – GRIEVANCE PROCEDURE

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

X.1. Scope and Representation.

A. A grievance is an allegation by an employee or group of employees that there has been a violation of the terms of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Grievances may be filed by the Association on behalf of an employee or on behalf of a group of employees. If the Association does so, it will set forth the name of the employee or names of the group of employees.

C. When, in the judgment of either party, face-to-face grievance meetings are not feasible, grievance meetings may take place via telephone or virtual means.

D. If, at any step of the grievance procedure, the Association decides to withdraw the grievance, the Association must notify the grievant(s) and the Office of State Legislative Labor Relations.

X.2. Filing a Grievance.

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

1. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
2. The nature of the grievance;
3. The facts upon which it is based;
4. The specific Article and Section of the Agreement violated;

5. The specific remedy requested;
6. The steps taken to informally resolve the grievance; and
7. The name of the grievant(s) and the name and signature of the Association representative.

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

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

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

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 Association 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 Association may return to the grievance process and the time frames resume. The cost of alternative resolution methods, if any, will be shared equally by the parties.

X.3. Grievance Processing**:**

Step 1. Chief of Staff. Within fourteen (14) calendar days after when the Association or individual involved knew or should reasonably have known of the potential grievance or alleged violation, the Association shall file a grievance with the 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 Association 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 Association 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 Association 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 Association 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 Association and the Chief of Staff. The Chief Clerk of the House will provide the Association 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 Association 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 Association and Chief Clerk of the House. During a hearing before the Executive Rules Committee, the Association 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 final and binding on both parties. The parties agree the Executive Rules Committee's decision will be limited in application to the instant case on a non-precedent setting basis.

X.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.

X.4. 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 Association to comply with timelines specified shall be treated as untimely and the

grievance shall be deemed forfeited. At any step of the grievance process, if the Employer fails to respond in a timely fashion to a grievance, such failure shall be treated as a denial of the grievance and the Association may advance it to the next step.

ARTICLE X – WAGES & ECONOMIC TERMS (COALITION AGREEMENT)

A. General Terms

A.1. Effective July 1, 2025, all salary ranges and steps of the "FY2025 Legislative Salary Schedule" in Appendix ___will be increased by 3.0%, as shown in Appendix __, FY____ Legislative Salary Schedule.

A.2. 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 __, FY2027 Legislative Salary Schedule.

A.3. **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.

A.4. **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.

A.5. **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.

A.6. **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.

A.7. **Session Relocation Allowance and Rent Reimbursement for Legislative Assistants**. The employer agrees to maintain current practices throughout the life of this agreement.

A.8. **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.

A.9. **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.

A.10. 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.

B. Senate-Only Coalition Supplemental Agreement

B.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.

B.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.

B.3. **Cell Phones**. The Employer will continue to make available to employees a cell phone to be used for official business.

B.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).

C. House-Only Coalition Supplemental Agreement

C.2. **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.

C.3. **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.4. **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 X – LEAVE & HOLIDAYS (COALITION AGREEMENT)

A.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.

A.2. Employee Assistance Program (EAP). Employees are not required to use accrued leave to receive an assessment through the EAP.

A.3. [PLACEHOLDER for the definition of family as located in Appendix X2.]

A.4. 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 X – PRINTING OF AGREEMENT

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

ARTICLE X – ENTIRE AGREEMENT

A. Except for the Legislature's Code of Conduct, this Agreement supersedes specific provisions of Employer's policies with which it conflicts; otherwise, employees remain subject to policies in effect during the term of this Agreement. The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining.

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

ARTICLE X – 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 X – 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.

APPENDIX X – HEATH 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]

MEMORANDUM OF UNDERSTANDING

by and between the

Washington State House of Representatives

and the

Legislative Professionals' Association

The Employer and the Association acknowledge the Employer's authority to determine the use of technology in the legislative workplace, while recognizing the impact such decisions have on employees. To facilitate ongoing discussion on this topic, the parties agree to the following:

> Employee Survey. Employees will be asked to provide feedback on opportunities for adjustments, including training, tools, or support, to better perform their job duties. The findings from the survey will be shared with the Association.

Absent mutual agreement to extend this Memorandum of Understanding (MOU), this MOU will expire upon expiration of the collective bargaining agreement. By their signatures below, the parties acknowledge the acceptance and understanding of this MOU.

[signature lines]