PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the "Employer," and the Association of Washington Assistant Attorneys General/Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, referred to as the "Union." It is the intent of the parties to establish employment relations based on mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Washington, improve the performance results of state government, 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 and the Governor recognize the unique role that Assistant Attorneys General play in the function of state government. Therefore, even though AAGs are exempt from RCW 41.06 (State Civil Service), they have been granted collective bargaining rights under RCW 41.80.

The Preamble is not subject to the grievance procedure in Article 4, Grievance Procedure.

TENTATIVE AGREEMENT REACHED

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

For the Employer

LA Hatfield Date 9/11/26

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Becky K. Stephens Date 9/11/2026

Becky Stephens, Labor Advocate
Washington Federation of State Employees

ARTICLE 1
UNION RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for the bargaining unit consisting of all assistant attorneys general working for the Office of the Attorney General, excluding division chiefs, deputy attorneys general, the solicitor general, assistant attorneys general working in the labor and personnel division, special assistant attorneys general, assistant attorneys general who report directly to the attorney general, and assistant attorneys general deemed confidential as defined by RCW 41.80.005.

TENTATIVE AGREEMENT REACHED

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For the Employer

LA Hatfield Date 9/10/26
Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Becky K. Stephens Date 9/10/2026
Becky Stephens, Labor Advocate
Washington Federation of State Employees

Article 2
Voluntary Employees' Beneficiary Association

2.1 The Employer will provide to eligible employees covered by this Agreement a medical expense plan as authorized by RCW 41.04.340. The medical expense plan must meet the requirements of the Internal Revenue Code.

2.2 As a condition of participation, the medical expense plan provided shall require that each covered eligible employee sign an agreement with the Employer. The agreement shall include the following provisions:

A. A provision to hold the Employer harmless should the United States government find that the Employer or the employee is indebted to the United States as a result of:

1. The employee not paying income taxes due on the equivalent funds placed into the plan; or

2. The Employer not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.

B. A provision to require each covered eligible employee to forfeit remuneration for accrued sick leave at retirement if the employee is covered by a medical expense plan and the employee refuses to sign the required agreement.

TENTATIVE AGREEMENT REACHED

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For the Employer	For the Union
LA Hatfield Date 9/10/26	Becky K. Stephens Date 9/10/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

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ARTICLE 3
DISCIPLINE

3.1 Disciplinary Action and Written Reprimands

The Employer will not discipline any permanent employee without just cause. The principles of progressive discipline shall be used, except when the Attorney General or designee determines that the nature of the problem requires an immediate termination. The following actions will be considered discipline for the purposes of this Article: written reprimands, reduction in pay, suspension without pay, demotion, or termination. Discipline must be provided to the employee in writing.

3.2 Union Representation

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes may result in disciplinary action. An employee may also have a union representative at a pre-disciplinary meeting. The employee will have the opportunity to consult with a Union representative before the interview, but such consultation shall not cause an undue delay.

With the agreement of the Employer, an additional Union Representative will be allowed to observe a Management-scheduled investigatory interview for the purpose of mentoring and training. The Employer will approve exchange time, vacation leave or leave without pay for the Union Representatives to attend the meeting. A Union-approved observer for mentoring and training purposes may be present with consent of the employee who is the subject of the interview. The meeting schedule will not be changed based on the availability of an observer. Nothing in this agreement prevents the parties from agreeing to additional observers.

3.3 Pre-disciplinary Notice and Meeting

Prior to imposing discipline, the Employer shall provide the employee with a written pre-disciplinary notice and an opportunity to be heard. The employee will continue to work after receipt of the pre-disciplinary notice unless otherwise specified in the notice. Such notice shall include the allegations, the facts upon which the contemplated discipline is based, a description of the evidence, copies of written documents relied upon to take the action, the opportunity to view other non-documentary evidence as applicable, the level of disciplinary action being considered, and the date and time set for a meeting where the employee is afforded the opportunity to refute such allegations and/or present mitigating circumstances to the Attorney General or designee. This information will be sent to the Union on the same day it is provided to the employee. The employee shall also have the right to union representation at this meeting. The employee may choose to respond in writing.

~~A.~~ ~~B.~~ ~~AI will not be used when making disciplinary decisions or creating disciplinary documents. This Section should not be construed as a waiver of either parties' rights or obligations with regard to bargaining over mandatory subjects. In the event that Artificial Intelligence/Large Language Model, including generative AI, is used when compiling data, creating disciplinary documents, or making disciplinary decisions, the use of AI/LLM's will be disclosed on any document generated.~~

3.4 Final Disposition

Any required reporting of disciplinary matters to the Washington State Bar Association shall be limited to final disposition only unless otherwise required by law or the Rules of Professional Conduct.

3.5 Disciplinary Grievances

Grievances related to disciplinary actions other than termination are limited to Steps 1 and 2 of the grievance procedure outlined in Article 4, and mediation. Verbal warnings, work plans, coaching, counseling, evaluations, and other non-disciplinary communications between the Employer and the employee are not subject to the grievance procedure. Grievances relating to termination without just cause are subject to the grievance procedure set forth in Article 4, Grievance Procedure.

3.6 Notice for Reduction in Pay

A. The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay per Subsection 3.1.

3.7 Removal of Documents

A. Written reprimands will be removed from an employee's personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period; and

2. There has been no subsequent discipline; and

3. The employee submits a written request for its removal.

B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:

1. Circumstances do not warrant a longer retention period; and

2. There has been no subsequent discipline; and

3. The employee submits a written request for its removal.

C. Nothing in this Section prevents the Employer from agreeing to an earlier removal date.

D. Where the adverse material or information related to alleged misconduct is determined to be unfounded or where an arbitrator does not uphold discipline at arbitration, all such adverse information in such situations will be promptly removed from the employee's files. The Employer may retain this information in a legal defense file.

E. If the Employer determines that a record will not be removed under subsections A, and B, above, it will provide the employee with written response indicating that the record remains in the personnel file.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 8/26/26	Becky K. Stephens Date 8/26/26
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE 4
GRIEVANCE PROCEDURE

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

4.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees. The Union may add an employee to a group grievance who was not included in the original filing if it does so prior to the Step 2 meeting and if the employee is similarly situated to the other grievants. If the Union makes an information request in order to identify additional employees to include in a group grievance and the Employer is unable to respond before the Step 2 meeting, the meeting will be postponed.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;

2. The date upon which the incident occurred;

3. The specific article and section of the Agreement violated;

4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;

5. The specific remedy requested;

6. The name of the grievant; and

7. The name of the Union representative.

Failure by the Union to provide a copy of a grievance or the request for the next step with the Human Resources Office or to describe the steps taken to informally resolve the grievance at the time of filing will not be the basis for invalidating the grievance.

F. Modifications

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

G. 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.

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay

Grievant(s) and designated Union Representatives will be allowed reasonable release time to attend grievance meetings.

K. Group Grievances

No more than five (5) grievants and two (2) Union Representatives, unless agreed otherwise, will be permitted to attend a single grievance meeting.

L. Consolidation

The Employer may consolidate grievances arising out of the same set of facts.

M. 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.

N. Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees. Should the Employer determine that the separately maintained grievance file is responsive to a request pursuant to RCW 42.56, it will provide a minimum of ten (10) days' notice to the Union and the grievant prior to release.

O. Mentoring

With the agreement of the Employer, Union Representatives will be allowed to observe a Management-scheduled grievance meeting for the purpose of mentoring and training. The Employer will approve exchange time, vacation leave or leave without pay for the Union Representatives to attend the meeting. Union-approved observers for mentoring and training purposes may be present with consent of the employee who is the subject of a disciplinary grievance.

4.3 Filing and Processing

A. Filing and Informal Resolution Period

A grievance must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This twenty-eight (28) day period will be used to attempt to informally resolve the dispute.

B. Processing

Step 1 –Appointing Authority or Designee:

If the issue is not resolved informally, the Union may present a written grievance to the Labor Relations Manager at atglabor@atg.wa.gov within the twenty-eight (28) day period described above. The Appointing Authority or designee will meet or confer by telephone with a Union Representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 2 – Chief Deputy or Designee:

If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing it with the Labor Relations Manager at atglabor@atg.wa.gov within fifteen (15) days of the Union’s receipt of the Step 1 decision. The Chief Deputy or designee will meet or confer by telephone with a Union Representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 – Pre-Arbitration Review Meetings:
If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting (PARM) by filing the written grievance including a copy of all previous responses and supporting documentation with the LR&CP at labor.relations@ofm.wa.gov with a copy to the AGO's Human Resource Office within thirty (30) days of the Union's receipt of the Step 2 decision.

Within fifteen (15) days of the receipt of all the required information, the LR&CP will discuss with the Union whether a PARM will be scheduled with the LR&CP, an AGO representative, and the Union's staff representative to review and attempt to settle the dispute. If the parties are unable to reach agreement to conduct a meeting, the LR&CP will notify the Union in writing that no PARM will be scheduled. If the parties agree to conduct a meeting, within thirty (30) days of receipt of the request, a PARM will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of the PARM will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the meeting. Statements made by or to any party or other participant in the meeting may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 4 – Arbitration:
If the grievance is not resolved at Step 3, or the LR&CP notifies the Union in writing that no PARM will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the

American Arbitration Association (AAA) within thirty (30) days of the PARM or receipt of the notice that no PARM will be scheduled.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

D. Authority of the Arbitrator

1. The arbitrator will:

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

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

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

d. Not make any back wages award that provides an employee with compensation for any period beyond the date of the arbitration decision; and

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

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the

discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

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

E. Arbitration Costs

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

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

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy. Should the Employer determine that the record of the arbitration is responsive to a request pursuant to RCW 42.56, it will provide a minimum of ten (10) days' notice to the Union and the grievant prior to release.

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

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

4.4 Vesting Clause

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

TENTATIVE AGREEMENT REACHED

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For the Employer	For the Union
LA Hatfield Date 9/11/26	Becky K. Stephens Date 9/11/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE 5

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. Determine the Employer’s functions, programs, organizational structure and use of technology;

B. Determine the Employer’s budget and size of the office’s workforce and the financial basis for layoffs, as well as the reasons employees will be laid-off;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;

E. Determine the Employer’s mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;

L. Determine, prioritize and assign or reassign work to be performed;

M. Determine training needs, mandatory training requirements, methods of training and employees to be trained;

N. Discipline employees;

O. Determine the use of contract attorneys and Special Assistant Attorneys General, and direct the terms of their engagement and termination of contracts in a manner that supplements but does not supplant bargaining unit positions;

P. Appoint, pursuant to RCW 43.10.060, necessary assistants who shall have the power to perform any act that the Attorney General is authorized by law to perform. The process for disciplinary actions or terminations of employment of employees covered by this Agreement will be that assistants shall hold office at the Attorney General's pleasure, unless a different process is negotiated.

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For the Employer	For the Union
LA Hatfield Date 9/11/26	Becky K. Stephens Date 09/11/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE 6
UNION MANAGEMENT COMMUNICATION COMMITTEES

6.1 The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

6.2 A statewide union-management communication committee will be established within sixty days (60) days of executing this Agreement. The statewide committee will be composed of up to eight (8) representatives selected by the Union and up to eight (8) Employer representatives. Committee meetings will be conducted at least quarterly, unless agreed otherwise.

6.3 The parties will exchange agenda topics at least ten (10) calendar days before the meeting. Additional topics may be added to the agenda after the deadline by mutual agreement of the parties.

6.4 The Union will provide the Employer with the names of its committee members at the time the parties exchange agenda topics in order to facilitate the release of employees. Union-designated employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for, travel to, and attend union management communication committee meetings.

6.5 Union-designated employees attending committee meetings during their work time will have no loss in pay. Attendance at pre-meetings, meetings and travel to and from agency-wide communication committee meetings during employees' non-work time will not be compensated or considered as time worked. The Union is responsible for paying any travel or per diem expenses of Union-designated employee representatives. Union-designated employee representatives may not use state vehicles to travel to and from a union management communication committee meeting, unless authorized by the AGO for business reasons.

6.6 All committee meetings will be scheduled on mutually acceptable dates and times.

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For the Employer	For the Union
LA Hatfield Date 9/10/26	Becky K. Stephens Date 9/10/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE 7
MAINTENANCE OF TERMS AND MANDATORY SUBJECTS

7.1 This Agreement supersedes specific provisions of AGO 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.

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

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/11/26	Becky K. Stephens /s/ Date 9/11/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE 8
UNION ACTIVITIES

8.1 Union Representatives

A. Notification and Recognition

1. The Union will provide the Employer with a written list of Union Representatives, their geographic jurisdictions and the appropriate contacts for each office. The Union will maintain the list.

2. The Employer will recognize any Union Representative on the list. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list.

3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

4. Union Representatives must provide notice to their supervisor to prepare for and/or attend any meeting during their work hours. All notices must include the approximate amount of time the Union Representative expects the activity to take. Union Representatives will be granted reasonable paid time, as determined by the Employer, during their normal working hours to investigate and process grievances. In addition, Union 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; Union Management Communication Committees and other committee meetings if such committees have been established by this Agreement; informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions, and arbitration

hearings held during their work time; and New Employee Orientations and associated meetings. Time spent preparing for, traveling to and from, and attending meetings during the Union Representative's non-work hours will not be considered as time worked. Union Representatives will record time spent on union activities in accordance with AGO policy and practice, using the AGO Timekeeping system. Timekeeping codes to facilitate these records will be provided by the AGO. If the amount of time a Union 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 Union will be notified.

5. Union Representatives may not use state vehicles to travel to and from a work site in order to perform representation activities, unless authorized by the AGO.

B. Access

1. Union Representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities.

2. The representatives will notify AGO Human Resources prior to their arrival and will not interrupt the normal operations of the AGO.

3. Union Representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods and rest periods and before and after their normal work hours.

8.2 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

The Employer's offices and facilities may be used by the Union to hold meetings, subject to the agency's policy, availability of the space and with prior authorization of the Employer.

B. Supplies and Equipment

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

C. Electronic Communications

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

1. Result in little or no cost to the Employer;

2. Be brief in duration and frequency;

3. Not interfere with the performance of their official duties;

4. Not distract from the conduct of state business;

5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;

6. Not compromise the security or integrity of state information or software; and

7. Not include ~~general communication and/or solicitation with employees~~ communications that are in support or opposition of a ballot proposition or candidate for federal, state, or local public office.

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

8.3 Information Requests

A. The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. All union information requests will be clearly labeled as such and will be sent to the AGO Human Resources Office with a copy to the OFM LR&CP at labor.relations@ofm.wa.gov.

B. The Employer will acknowledge receipt of the information request and will provide the Union with a date by which the information is anticipated to be provided.

C. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for receipt of the information.

8.4 AGO Policies

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

8.5 Distribution of Material

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

A. The employee is off-duty;

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

C. The distribution will normally occur via desk drops or mailboxes, as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as newsstands, lunchrooms, break rooms and/or other areas mutually agreed upon will be used.

D. The employee must notify the Employer in advance of their intent to distribute information.

E. Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

8.6 Access To New Employee Orientation

Within sixty (60)~~ninety (90)~~ days of a new employee's start date in a Union bargaining unit position, the Employer will provide the Union access to the employee during the employee's regular work hours to present information about the Union. This access will be provided on the newly-hired employee's work time, at the employee's regular worksite, or at a location mutually agreed to by the

Employer and the Union or virtually, and will be for no less than sixty (60)~~thirty (30)~~ minutes. Union meetings with new employees will include only the new bargaining unit employees and Union Representatives unless mutually agreed otherwise. The Union Representative will also remain in paid status when the orientation is done in a group setting. A Representative providing Union orientation in individual meetings will be in non-work status. Management employees will remain strictly neutral regarding attendance at the meetings and their content. No employee will be required to attend the meetings or presentations given by the Union.

8.7 Successor Agreement Negotiations

A. Release Time

The Employer will approve paid release time in aggregate of forty-nine (49) days for all union bargaining team members for formal negotiations. After the forty-nine (49) aggregate days have been utilized, the Employer will approve use of vacation or exchange time, or leave without pay.

The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to travel to and from negotiations, if required. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

B. Confidentiality/Media Communication

1. Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons.

2. No proposals will be placed on the parties' web sites.

3. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place.

4. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

8.8 Demand to Bargain—Release Time and Travel

A. 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 compensatory time, vacation leave, exchange time or leave without pay for additional employee representatives provided the absence of the employee does not create significant and unusual coverage issues. The Union will provide the Employer with the names of its employee representatives at least ten (10) calendar days in advance of the date of the demand to bargain meeting.

B. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to travel to and from negotiations, if required.

C. No exchange time will be accrued as a result of negotiations, preparation for and/or travel to and from negotiations.

D. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

8.9 Bulletin Boards

A. The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. If requested by the Union, the Employer will identify areas where Union-provided newsstands can be located in their offices/facilities.

B. Upon mutual agreement between an agency and the Union, the agency will display a link to a Union webpage on the agency's intranet. The webpage content shall comply with the executive ethics act, Chapter 42.52 RCW. Use of state equipment to view the website will comply with the executive ethics act and shall be allowed only during an employee's authorized break times.

8.10 Collective Bargaining Agreement Training

A. The Employer and the Union agree that training for managers, supervisors, and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.

B. The Union will present the training to current union stewards within the bargaining unit. The training will last no longer than one (1) work day. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session.

TENTATIVE AGREEMENT REACHED

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

For the Employer

LA Hatfield Date 9/10/26

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Becky K. Stephens Date 9/10/2026

Becky Stephens, Labor Advocate
Washington Federation of State Employees

ARTICLE 9
UNION DUES DEDUCTIONS AND STATUS REPORTS

9.1 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

9.2 Union Deduction

A. Within thirty (30) calendar days from when the Union provides written notice of an employee's authorization for deduction in accordance with the terms and conditions of their signed membership card, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the Office of Financial Management/State Human Resources, Labor Relations Section the percentage and maximum dues to be deducted from the employee's salary.

9.3 Voluntary Deductions

A. PEOPLE

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written

notice to both the Employer and the Union. The Employer agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:

a. Employee name;
b. Personnel number;
c. Amount deducted; and
d. Deduction code.

2. The parties agree this section satisfies the Employer's obligations and provides for the deduction authorized under RCW 41.04.230.

B. Trustmark Universal Life Insurance with Long Term Care

The Employer agrees to deduct from the wages of an employee who is a member of the Union deductions for the Trustmark Universal Life Insurance with Long Term Care. Written authorizations must be provided. Authorizations may be revoked by the employee at any time by giving written notice to the Employer. The Employer agrees to remit electronically, on each state payday, any deductions made to Trustmark together with an electronic report showing:

1. Employee name;
2. Personnel number;
3. Amount deducted; and
4. Deduction code.

9.4 Status Reports

A. No later than the tenth (10th) and twenty-fifth (25th) of each month, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit:

1. Personnel number;

2. Employee name;
3. Mailing address;
4. Personnel area code and title;
5. Organization unit code, abbreviation and title;
6. Work county code and title;
7. Work location street (if available);
8. Work location city (if available);
9. Work phone number;
10. Work e-mail address (if available);
11. Employee group;
12. Job class code and title;
13. Appointment date;
14. Bargaining unit code and title;
15. Position number;
16. Pay scale group;
17. Pay scale level;
18. Employment percent;
19. Seniority date;
20. Separation date;
21. Special pay code;

22. Total salary from which union dues is calculated;

23. Deduction wage type;

24. Deduction amount;

25. Overtime eligibility designation;

26. Retirement benefit plan; and

27. Action reason, title, and effective date (including entering or leaving the bargaining unit and starting or stopping dues).

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

C. The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

9.5 Revocation

An employee may revoke their authorization for payroll deduction of payments to the Union by written request to the Union in accordance with the terms and conditions of their signed membership card. Upon receipt by the Employer of confirmation from the Union that the terms of the employee’s authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll.

9.6 Indemnification

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

TENTATIVE AGREEMENT REACHED

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

For the Employer

LA Hatfield Date 9/11/26

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Becky K. Stephens Date 9/11/2026

Becky Stephens, Labor Advocate
Washington Federation of State Employees

ARTICLE 10

COMPENSATION

10.1 Assistant Attorney General Salary Range Assignments

A. Each position represented by the Union will continue to be assigned to the Assistant Attorney General (AAG) salary schedule and range (AAG, Managing AAG 1, Managing AAG 2, or Deputy Solicitor General~~, or Managing Deputy Solicitor General~~) that corresponds with their appointment.

B. Effective July 1, ~~2025~~ 2027, all steps of the Assistant Attorneys General Salary Schedule will remain in effect through June 30, 2027. ~~be increased by three eight percent (3 8%) as shown in Appendix B~~.

C. Effective July 1, ~~2026~~ 2028, all steps of the Assistant Attorneys General Salary Schedule will remain in effect through June 30, 2029 ~~be increased by two five percent (2 5%) as shown in Appendix B~~.

~~D. Effective July 1, 2027, new Steps 19 and 20 will be added to the salary schedule. Salaries at Step 19 shall be four percent (4%) higher than those at Step 18, and salaries at Step 20 will be four percent (4%) higher than those at Step 19.~~

~~E.~~D. ~~Effective July 1, 2025, the appointment categories~~ ~~of~~ Managing AAG 1 and Managing AAG 2 ~~will be added to the salary schedule~~ are defined as:

1. Managing AAG 1: A Managing AAG 1 is any AAG who supervises at least one (1) other AAG and does not meet the definition of Managing AAG 2.

2. Managing AAG 2: A Managing AAG 2 is an AAG who:

   a. Supervises at least one (1) Managing AAG 1; or

   b. Supervises at least ten (10) ~~AAGs or other~~ staff (direct or indirect reports) including at least one (1) AAG~~, including both direct reports and indirect reports~~; or

   c. Is the only Managing AAG in a regional office in the Regional Services Division.

3. ~~All AAGs currently designated as a Managing AAG will be converted to Managing AAG 1, unless they qualify as a Managing AAG 2.~~ AAGs designated as a Managing AAG as of June 30, 2025, ~~on the current schedule~~ will maintain their status, even if the employee's duties do not meet the above criteria, until such time as they vacate the position or move into another position or appointment.

~~F.~~E. ~~Effective July 1, 2025, Step 1 of the Assistant Attorneys General Salary Schedule will be eliminated.~~

~~F. Effective July 1, 2027, the appointment category of Managing Deputy Solicitor General will be added to the salary schedule.~~

10.2 Annual Increases

A. An employee's annual increase date will be set and remain the same regardless of whether there is a break in service with the AGO. Beginning July 1, 2025~~, tThe~~ the employee's annual increase date will be July 1 of each year.

B. Employees placed at the step that corresponds to their law school graduation year or the year they were first licensed to practice law in any U.S. jurisdiction, whichever is earlier, will receive a one (1) step increase to base salary annually on their annual increase date until they reach the top step of the salary range.

C. Employees placed at a step in their salary range that is one step lower than the step that corresponds to their law school graduation year or the year they were first licensed to practice law in any U.S. jurisdiction, whichever is earlier, will receive a two (2) step increase on their annual increase date until they reach the step that corresponds to their law school graduation year or licensing date cohort. Thereafter, all employees will receive a one (1) step increase as in accordance with Subsection 10.2 B.

Employees will not receive a step increase on their annual increase date if their placement step exceeds the step that corresponds to their law school graduation year or licensing date year.

D. Employees will not receive a step increase on their annual increase date if their base salary exceeds the top step of the salary range.

10.3 Salary Placement/Adjustments

A. Salary Placement for New Hires

New hires will be placed on the salary schedule according to their law school graduation year or the year they were first licensed to practice law in any U.S. jurisdiction, whichever is earlier.

B. Salary Adjustment for Recruitment

1. Placement: The Employer may increase placement of new hires for recruitment reasons. However, an increased step placement for new hires will not ordinarily be approved absent compelling recruitment needs. The Employer will inform the Union in

writing when such recruitment increases are granted. New hires placed at a higher step than their graduation year or licensing date year will receive a one (1) step increase to base salary annually on their annual increase date until they reach the top step of the salary range. Such an increase may not result in a salary greater than the maximum step of the salary range.

2. Advertisement: If the Employer determines that inability to successfully recruit for a position has severely impacted effective operations of the agency, the Employer may advertise the position with a starting salary range beginning at AAG Range Step 4 and ending at the AAG Range for the maximum step of the salary range, and/or the Employer may advertise that the applicant may be eligible for increased step placement under Article 10.3 B. 1.

The Employer will inform the Union in writing when such an advertisement is posted.

C. <u>Salary Adjustment for Retention</u>

The Employer may increase an employee's step within the salary range to address issues related to retention. The Employer will inform the Union in writing when such retention increases are granted. Employees placed at a higher step than their graduation year or licensing date cohort for retention purposes will receive a one (1) step increase to base salary annually on their annual increase date until they reach the top step of the salary range. Such an increase may not result in a salary greater than the maximum step of the salary range.

10.4 Adjustment for Change in Assignment

A. Employees appointed to a higher salary range:

The employee will be placed on the appropriate range of the salary schedule at the same step they were assigned in their previous range. If the employee's salary exceeds the new range, the employee will retain their salary upon appointment to the new position.

B. Employees appointed to a lower salary range:

The employee will be placed on the appropriate range of the salary schedule at the same step they were assigned in their previous range. If the employee's salary exceeded the previous range and the employee has no assigned step, the employee's new salary will be reduced by the appropriate range differential between their old salary range and new salary range. The range differential between the AAG Range and the Managing AAG 1 Range is five percent (5%). The range differential between the AAG Range and the Managing AAG 2 range is ten percent (10%). The range differential between the AAG Range and the Deputy Solicitor General Range is ten percent (10%). ~~The range differential between the AAG Range and the Managing Deputy Solicitor General Range is 15%.~~

C. Division Chiefs and Deputies entering a bargaining unit position:

Division Chiefs and Deputies entering a bargaining unit position will receive a five percent (5%) pay reduction upon reassignment. Thereafter annual step increases, if any, will be provided in accordance with Article 10.2.

10.5 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment.

10.6 Premium Pays

A King County Premium

Employees assigned to a permanent duty station in King County will receive five percent (5%) premium pay calculated from their base salary. When an employee is no longer permanently assigned to a King County duty station they will not be eligible for this premium pay.

B. Dual Language Premium

Employees in any position whose duties, as reflected in their Position Description Form, include proficiency in speaking and/or writing both English and one or more additional languages, including American Sign Language or Unified English Braille, will receive five percent (5%) premium pay calculated from their base salary. The Employer may not utilize an employee's dual language skills in the employee's regular job duties unless this requirement is reflected in the employee's Position Description Form.

~~D. **Workload & Subject Matter Enhanced Premium**~~

~~In recognition of the excessive workload and difficulty related to certain assignments, Employees assigned to specific areas will receive an Enhanced Premium per the provisions of MOU X1.~~

10.7 Acting Pay

A. Acting Pay for Performing the Duties of a Division Chief

Employees who are temporarily assigned the full scope of duties and responsibilities of a Division Chief for more than thirty (30) calendar days will be paid at either the MAAG1 or MAAG2 level of their current salary range, depending on which definition in Section 10.1C above matches those temporary duties. In addition, employees will receive ~~notified in writing and will be paid at their assigned range at MAAG 2 level, and receive an additional~~ seven hundred and fifty dollars ($750.00) per month. The employee will receive notice of temporary appointment and these pay adjustments in writing. ~~one thousand dollars ($1000.00) per month, up to the top range of the Division Chief scale~~. The increase will become effective on the first day the employee was performing the higher-level duties.

B. Acting Pay for Performing the Duties of a Managing Assistant Attorney General

Employees who are temporarily assigned the full scope of duties and responsibilities of a Managing AAG 1 for more than thirty (30) calendar days will be notified in writing and will be paid at their assigned step in the Managing AAG 1 range for the duration of the assignment. The increase will become effective on the first day the employee was performing the higher-level duties.

Employees who are temporarily assigned the full scope of duties and responsibilities of a Managing AAG 2 for more than thirty (30) calendar days will be notified in writing and will be paid at their assigned step in the Managing AAG 2 range for the duration of the assignment. The increase will become effective on the first day the employee was performing the higher-level duties.

10.8 Bar Association Dues

The AGO agrees to pay the annual state bar license dues to the Washington State Bar Association (WSBA) for each eligible AAG covered by this Agreement, except for the Client Protection Fund fee and the WSBA lobbying expenditures. Employees have been and will continue to be responsible for these fees. Employees are eligible if they are employed with the AGO on or before January 31 each year, except for employees who terminate their service in the month of January.

Employees who begin their employment with the AGO between January 1 and

January 31 are eligible for a reimbursement from the AGO for their annual bar dues, but must pay their dues directly to the WSBA.

The AGO agrees to pay the annual state bar dues to the Washington State Bar Association for employees hired through the Honor Program in the year they pass.

In the event that the AGO requests that an employee utilize, in the course of their duties, a Bar license issued by any other State or Territory Bar Association, the AGO will reimburse the employee for the employee's out-of-state Bar Association dues for that licensing year.

10.9 Salary Overpayment Recovery

A. When the AGO has determined that an employee has been overpaid wages, the AGO will provide written notice to the employee, which will include the following items:

1. The amount of the overpayment;
2. The basis for the claim; and
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

1. The employee must choose one (1) of the following options for paying back the overpayment:

   a. Voluntary wage deduction;

   b. Cash; ~~or~~

   c. Check~~.~~;

   d. ~~Voluntary vacation leave deduction.~~

2. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the AGO. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the AGO and employee can agree to an amount that is more than the five percent (5%).

3. If the employee fails to choose one (1) of the ~~three (3)~~ four (4) options described above within the timeframe specified in the AGO's written notice of overpayment, the AGO will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.

4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 4, Grievance Procedure, of this Agreement.

10.10 AAG Retention Premium

A. An Assistant Attorney General who has worked as an Assistant Attorney General for five (5) or more cumulative years at the Washington State Attorney General's Office and has at least one (1) year of unbroken service immediately preceding earning the AAG Retention Premium, will receive a two and a half percent (2.5%) premium on top of their base wages.

B. An Assistant Attorney General who has worked as an Assistant Attorney General for ten (10) or more cumulative years at the Washington State Attorney General's Office and has at least one (1) year of unbroken service immediately preceding earning the AAG Retention Premium, will receive a five percent (5%) premium on top of their base wages. The Retention Premiums do not compound.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/17/26	Becky K. Stephens Date 9/17/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE 11
LAYOFF AND RECALL

Layoff is an Employer-initiated action, taken in accordance with Section 11.3 below, that results in:

A. Separation from service with the Employer;

B. Employment in a class with a lower salary range;

C. Reduction in the work year; or

D. Reduction in the number of work hours.

~~Artificial intelligence (AI), including generative AI, will not be used to displace bargaining unit work and/or positions. This Section should not be construed as a waiver of either parties' rights or obligations with regard to bargaining over mandatory subjects.~~

11.2 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

11.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

A. Lack of funds;

B. Lack of work;

C. Good faith reorganization; or

E. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

11.4 Voluntary Layoff, Leave without Pay or Reduction in Hours

A. The Employer may allow an employee to volunteer to be laid off, take leave without pay or reduce their hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Employer will determine who will be granted a leave without pay and/or reduction in hours based upon staffing needs.

B. The Employer will allow an employee in the same job and location where layoffs will occur to volunteer to be laid off provided that the employee is in a position requiring the same skills or abilities, as defined in Section 11.8, as a position subject to layoff. Any volunteer for layoff shall have no formal or informal options. In those situations where an employee has volunteered to be laid off, the Employer will designate the separation of employment as a layoff for lack of work and/or lack of funds.

11.5 If the Employer accepts the employee's voluntary request for layoff, the employee will submit a non-revocable letter stating they are accepting a voluntary layoff from state service. Temporary Reduction of Work Hours or Layoff – Employer Option

A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) ~~fifteen (15)~~ calendar days of a temporary reduction of work hours. The notice will specify the nature and anticipated duration of the temporary reduction.

B. The Employer may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) ~~fifteen (15)~~ calendar days of a temporary layoff. The notice will specify the nature and anticipated duration of the temporary layoff.

C. An employee whose work hours are temporarily reduced or who is temporarily laid off will not be entitled to:

1. Be paid any leave balance if the layoff was due to the lack of funds; or

2. Bump to any other position.

D. A temporary reduction of work hours or layoff being implemented as a result of lack of work, shortage of material or equipment, or other unexpected or unusual reason will be in accordance with seniority, as defined in Article 13, Seniority, among the group of employees with the required skills or abilities as defined in Section 11.8, in the job classification at the location where the temporary reduction in hours or layoff will occur.

E. A temporary reduction of work hours or layoff will not affect an employee's holiday compensation, annual increases or length of review period, and the employee will continue to accrue vacation and sick leave credit at their normal rate.

F. In the event of a temporary reduction of work hours, and in advance to the extent possible, the Employer will explore participation ~~take the steps necessary to ensure that it is a participant~~ in the Washington State Employment Security Department's Shared Work Program, allowing impacted, eligible employees to access unemployment compensation for hours lost as a result of the reduction.

11.6 Layoff Units

A. A layoff unit is defined as the geographical entity or administrative/ organizational unit in each agency used for determining available options for employees who are being laid off.

B. The layoff unit(s) covered by this Agreement are:

1. Primary layoff unit: all office locations within the same county as the work station of the employee being laid off;

2. Secondary layoff unit: all office locations within seventy-five (75) miles of the work station of the employee being laid off; except that:

   a. Offices located in Wenatchee and Yakima shall be considered to be in the same secondary layoff unit; Offices located in Yakima and Kennewick shall be considered to be in the same secondary layoff unit;

   b. Offices located in Spokane and Pullman shall be considered to be in the same secondary layoff unit; and

3. Tertiary layoff unit: all office locations statewide.

11.7 Knowledge, Skills or Abilities

Knowledge, skills or abilities are documented criteria found in license/certification requirements, federal and state requirements, pre-existing position descriptions, pre- existing recruitment announcements or, bona fide occupational qualifications approved by the Human Rights Commission.

11.8 Formal Options

A. Employees will be laid off in accordance with seniority, as defined in Article 13, Seniority, among the group of employees with the required knowledge, skills or abilities, as defined in Section 11.7, above.

Employees being laid off will be provided the following options to positions within the layoff unit, in descending order, as follows:

1. A funded vacant position for which the employee has the knowledge, skills or abilities, within their current range.

2. A funded filled position held by the least senior employee for which the employee has the knowledge, skills or abilities, within their current range.

3. A funded vacant or filled position held by the least senior employee for which the employee has the knowledge, skills or abilities, at the same or lower salary range as their current range.

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to the same percentage of part-time positions or greater. Full-time employees only have formal options to full- time positions. Funded filled supervisory positions will not be offered as formal options.

B. For multi-employee layoffs, more than one (1) employee may be offered the same funded, vacant or filled position. In this case, the most senior employee with the knowledge, skills or abilities who accepts the position will be appointed. Appointments will be made in descending order of seniority of employees with the knowledge skills or abilities of the position(s).

11.9 Notification for the Union

The Employer will notify the Union before implementing a layoff or a temporary reduction of work hours. Upon request, the Employer will discuss impacts to the bargaining unit with the Union. The discussion will not serve to delay the onset of a layoff or a temporary reduction of work hours unless the Employer elects to do so. The parties will continue to communicate through all phases of the layoff or the temporary reduction of work hours to ensure continued compliance with the Agreement.

11.10 Notification to Employees

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 11.6, employees will receive written notice at least fifteen (15) ~~thirty (30)~~ calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice on the same day it is provided to the employee.

B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 11.6, if the Employer chooses to implement a layoff action without providing fifteen (15) ~~thirty (30)~~ calendar days' notice, the employee will be paid their salary for the days they would have worked had full notice been given.

~~C.~~ Employees will be provided seven (7) ~~fifteen (15)~~ calendar days to accept or decline, in writing, any formal option provided to them. If the seventh (7th) ~~fifteenth (15th)~~ calendar day does not fall on a regularly scheduled work day for the employee, the next regularly scheduled work day is considered the seventh (7th) ~~fifteenth (15th)~~ day for purposes of accepting or declining any option provided to them. This time period will run concurrent with the fifteen (15~~)~~ ~~thirty (30)~~ calendar days' notice provided by the Employer to the employee.

D. The day that notification is given constitutes the first day of notice.

11.11 Recall

A. Employees who are laid off or have been notified that they are scheduled for layoff, may have their name placed on the lists for the job classification from which they were laid off and will indicate the geographic areas in which they are willing to accept employment. An employee will remain on the layoff lists for two (2) years from the effective date of the qualifying action.

B. When there are names on the layoff list for that job classification and the Employer has exhausted the transfer process, the Employer will recall the most senior candidate with the required knowledge, skills or abilities from the agency's internal layoff list.

C. An employee will be removed from the layoff list if they waive the appointment to a position two (2) times. In addition, an employee's name will be removed from all layoff lists upon retirement, resignation or dismissal.

11.12 Resources and Support

~~In the event of any form of reduction in work hours or layoff, and in advance to the extent possible, the Employer will ensure that any employee who may be impacted is provided with a list of resources developed in collaboration with the Union. In addition, the Employer will provide support to impacted employees, including but not limited to, assistance navigating the layoff process, addressing benefit, leave, and payroll-related questions, providing access to all available layoff lists the employee qualifies for, including the General Government Transition Pool, and identifying available resources for out-of-state employees.~~

In the case of temporary layoff or layoff, the agency's human resources office will provide impacted employees, with union input, a centralized resource document to assist employees in identifying and navigating options.

TENTATIVE AGREEMENT REACHED

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

For the Employer

LA Hatfield Date 9/10/26

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union

Becky K. Stephens /s/ Date 9/10/2026

Becky Stephens, Labor Advocate
Washington Federation of State Employees

ARTICLE 12
NON-DISCRIMINATION

12.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding/chest feeding parent, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, status as a victim of domestic violence, sexual assault, stalking or a hate crime, citizenship, immigration status or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

12.2 Both parties agree that unlawful harassment will not be tolerated, including disparate treatment and hostile work environment on the basis of any of the categories listed in Section 12.1.

12.3 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within seven (7) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.

12.4 Both parties agree that nothing in this Agreement will prevent the implementation of an affirmative action plan.

TENTATIVE AGREEMENT REACHED

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

For the Employer

LA Hatfield Date 8/26/26

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Becky K. Stephens Date 8/26/26

Becky Stephens, Labor Advocate
Washington Federation of State Employees

ARTICLE 13
SENIORITY

13.1 Definitions

A. Seniority shall mean the total period of time, measured in years, months, and days, that an employee has been employed by the Employer as an Assistant Attorney General, Managing Assistant Attorney General, or Deputy Solicitor General. A calculation of seniority shall not be affected by the employee's status as full-time or part-time. The calculation of seniority shall not be reduced by any time period in which the employee was on paid or unpaid leave, including family medical leave. Additionally, the calculation of seniority shall not be reduced by any time period participating in a non-permanent AGO fellowship opportunities, regardless of the job class assigned to the work. Time spent on sabbatical is not included in the calculation of seniority. Time included in the calculation of seniority need not be continuous. For the purposes of layoffs and recall, an eligible veteran as defined by WAC 357-46-060 shall receive preference in layoff by having their seniority increased for total active military service, not to exceed a maximum of five (5) years.

B. A non-permanent employee is an employee that has not completed their probationary period.

C. A permanent employee is an employee that has completed their probationary period.

D. A non-permanent appointment is one that is time limited.

E. A permanent position is a position that is fully funded.

13.2 Illustrations

A. An employee continuously serves three (3) years, five (5) months, and two (2) days. The employee's seniority is three (3) years, five (5) months, and two (2) days.

B. An employee continuously serves three (3) years, five (5) months, and two (2) days, but during that time spends six (6) months on family medical leave. The employee's seniority is three (3) years, five (5) months, and two (2) days.

C. An employee continuously serves three (3) years, five (5) months, and two (2) days, but then leaves employment for two (2) years, one (1) month and fifteen (15) days before returning to employment with the Employer. After returning, the employee continuously serves five (5) years, six (6) months and eight (8) days. The employee's seniority is eight (8) years, eleven (11) months, and ten (10) days.

D. An employee serves twelve (12) years, six (6) months and two (2) days, during which the employee takes a six (6) month sabbatical. The employee's seniority is twelve (12) years and two (2) days.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/10/26	Becky K. Stephens /s/ Date 09/10/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE 14
EXCHANGE TIME

14.1 Assistant attorneys general are expected to devote all the time necessary to deliver the highest quality legal and administrative services. This may require working beyond their regular schedule. Exchange time is a benefit in the form of time off for extraordinary hours worked. It is intended to encourage retention of valuable employees without impeding services to the public or preventing the office from accomplishing its mission.

14.2~~.~~ Quarterly Awards ~~Monthly Awards~~

Exchange time will be awarded on a quarterly basis to attorneys who work fifteen percent (15%) or more over available hours. The awards shall be made May 1st for the quarter beginning January 1st and ending March 31st, August 1st for the quarter beginning April 1st and ending June 30th, November 1st for the quarter beginning July 1st and ending September 30th, and February 1st for the quarter beginning October 1st and ending December 31st. The amount of the award will be equal to forty percent (40%) of the hours worked over available hours, up to a maximum of thirty-two (32) hours for the three (3) month period. For example, if an attorney works seventy-two (72) extra hours during a three (3) month period where there are four hundred eighty (480) regular business hours available (or fifteen percent [15%] over available hours), the attorney would receive an exchange time award of forty percent (40%) of the extra hours, or twenty-eight and eight-tenths (28.8) hours.

~~Exchange time is a benefit in the form of time off for extraordinary hours worked on authorized activities, including but not limited to case-related work or authorized special projects. It is intended to encourage retention of valuable employees without impeding services to the public or preventing the office from accomplishing its mission.~~

~~A. Employees who are compensated on a salary basis are eligible to receive exchange time, unless otherwise stated in this article.~~

~~B. Exchange time will be awarded monthly to employees who work ten percent (10%) or more over the total regular business hours during the preceding calendar months. Regular business hours will be calculated based on the employee's standard work schedule.~~

~~The amount of the award will be equal to eighty percent (80%) of the hours worked over regular business hours, up to a maximum of two hundred (200) hours for the fiscal year. Total award will be rounded to the nearest hour. For example, if an employee works twenty (20) extra hours during a one (1) month period where there are one hundred and seventy-six (176) regular business hours available, the employee would receive an exchange time award of eighty percent (80%) of the extra hours, or sixteen (16) hours.~~

14.3 Immediate Awards

Division chiefs may also make immediate exchange time awards to recognize an attorney's extraordinary work that resulted in a peak workload over a discrete time period (e.g., trial, preliminary injunction), even though that work may not result in increased workload ~~over the three (3) month~~ over the three (3) month period covered by the formula in Section 14.2. The decision to grant any such award, and the amount of the award, are discretionary. To avoid duplication, immediate exchange time awards shall be subtracted from any quarterly ~~monthly~~ award for the same time period. An Employee may request that a Division Chief make an immediate exchange time award under this Section.

14.4 Exchange time has no cash liquidation value. ~~Monthly exchange time and~~ Immediate awards expire with quarterly awards issued for the same time period. ~~at the end of the calendar month one (1) year from the month in which the exchange time was awarded.~~ Awards issued for work between January 1 and March 31 ~~will expire April 30th the following year~~ ~~after eighteen (18) months~~ will expire October 31st the following year. Awards issued for work between April 1 and June 30th will expire ~~July 31st the following year~~ ~~after 18 months~~January 31st the second calendar year thereafter. Awards issued for work between July 1 and Septem~~b~~er 30th will expire ~~October 31st~~ ~~after eighteen (18) months of the~~ April 30th the ~~following year~~second calendar year thereafter. Awards issued for work between October 1and December 31st will expire ~~January 31st of the following year~~ ~~after eighteen (18) months~~ July 31st the second calendar year thereafter. Employees with documented performance concerns during the period are not eligible to receive exchange time for the three (3) month period. New employees are eligible for immediate awards during their probationary period and will be eligible for quarterly awards once they have worked all three (3) months of an award period. Exchange time awards are not subject to the grievance procedure.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/17/26	Becky K. Stephens Date 9/17/2026
Lane Hatfield, Labor Negotiator	Becky Stephens, Labor Advocate
OFM/SHR Labor Relations & Compensation Policy Section	Washington Federation of State Employees

ARTICLE 15
REVIEW PERIODS AND NON-PERMANENT APPOINTMENTS

15.1 Probationary Period for Permanent Positions

A. Every part-time and full-time employee following their initial appointment to a permanent assistant attorney general position, or upon being rehired into a bargaining unit position after a break in service with the AGO, will serve a probationary period of twelve (12) consecutive months. Probationary periods do not apply to transfers between divisions within the AGO.

B. The Employer may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed eighteen (18) months.

C. The Employer may separate a probationary employee at any time during the probationary period. The Employer will provide the employee five (5) working days' written notice prior to the effective date of the separation. However, if the Employer fails to provide five (5) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in Article 4, Grievance Procedure.

D. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave. Probationary period extensions for military service will be in accordance with the law.

E. An employee who is appointed to a different bargaining unit position prior to completing their initial probationary period may be required to serve a new probationary period, as determined by the Employer.

F. If an employee in a nonpermanent appointment is subsequently appointed to the same or a similar permanent position, the employer may count time worked in the nonpermanent appointment towards the probationary or trial service period for the permanent position.

15.2 Trial Service Period for Permanent Positions

A. Employees with permanent status in an assistant attorney general bargaining unit position who are promoted, will serve a trial service period of twelve (12) consecutive months. The Employer may extend the trial service period for an individual employee as long as the extension does not cause the total period to exceed eighteen (18) months.

B. Any employee serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave. Trial service extensions for military service will be in accordance with the law.

C. An employee who is appointed to a different position prior to completing their trial service period will serve a new trial service period. The length of the new trial service period will be in accordance with Subsection 15.2 A, unless adjusted by the appointing authority for time already served in trial service status. In no case, however, will the total trial service period be less than twelve (12) consecutive months.

D. An employee serving a trial service period may voluntarily revert to their former permanent position provided that the position had not been filled or an offer has not been made to an applicant. An employee serving a trial service period may voluntarily revert at any time to a funded permanent position that is vacant for which they have the knowledge, skills or abilities.

Upon request, the Employer will provide a list of all funded, vacant positions.

The Employer will determine the position the employee may revert to and the employee must have the knowledge, skills or abilities required for the position. Employee preference will be considered if there are multiple vacancies. If possible, the reversion option will be within a reasonable commuting distance for the employee.

E. With ten (10) working days' written notice by the Employer, an employee who is not satisfactorily completing their trial service period will be reverted to a funded, permanent position that is vacant or filled by a non-permanent employee within the employee's previously held permanent job classification.

The reversion option, if any, will be determined by the Employer. The employee being reverted must have the knowledge, skills or abilities required for the vacant position. Employee preference will be considered if there are multiple vacancies. If possible, the reversion option will be within a reasonable commuting distance for the employee.

If the Employer fails to provide ten (10) working days' notice, the reversion will stand and the employee will be entitled to payment of the difference in the salary for up to ten (10) working days, which the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the higher classification.

F. If there are no reversion options, an employee will be separated from employment. An employee who is separated during their trial service period may request a review of the separation by the Chief Deputy or designee within seven (7) calendar days from the effective date of the separation.

G. The reversion of employees is not subject to the grievance procedure in Article 4, Grievance Procedure.

15.3 Resignation

A. Resignation: With at least ~~fifteen (15)~~ twenty-eight (28) calendar days' notice, an employee should send a notice of resignation specifying the date of separation of employment to the Attorney General with copies to the Payroll Office, Division Chief, appropriate Deputy Attorney General and Chief Deputy Attorney General. Upon submitting a resignation notice, the resignation decision is deemed accepted, unless mutually revoked by the employee and the Employer.

B. Presumption of Resignation: When an employee has been absent and has failed to contact the Employer for a period of three (3) consecutive days, the employee is presumed to have voluntarily resigned from their position. The AGO will make reasonable attempts to contact the employee to determine the cause of the absence. For purposes of this Article, absent means that the employee has not performed assigned work activities and the employee is not on approved leave or flex time, or in protected leave status.

1. Notice of Separation: When an employee is presumed to have resigned from their position, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee.

2. Prior to sending notice of separation, reasonable attempts to contact the employee must include:

a. Phone calls and, if appropriate, text messages to each of the employee's work and personal telephone numbers on file

b. Email employee's email address(es) on file and

c. Contact employee's emergency contacts, if any, via information provided.

3. Petition for Reinstatement: An employee who has received a separation notice may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within fourteen (14) calendar days after the separation notice was deposited in the United States mail. The Employer must take into account factors provided by the employee that impacted the employee's ability to respond within fourteen (14) calendar days, such as legal or medical incapacity or natural disaster. The Employer must respond in writing to an employee's petition for reinstatement within seven (7) calendar days of receipt of the employee's petition.

15.4 Non-Permanent Appointment

A. An employer may fill a position with a nonpermanent appointment when any of the following conditions exist:

1. A permanent employee is absent from the position;

2. The employer is recruiting to fill a vacant position with a permanent appointment;

3. The employer needs to address a short-term immediate workload peak or other short-term needs;

4. The nature of the work is sporadic and does not fit a particular pattern; or

5. For career building opportunities such as a fellowship.

B. When a permanent employee accepts a non-permanent appointment, the return rights, if any, will be mutually agreed upon and documented in the appointment letter.

TENTATIVE AGREEMENT REACHED

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

For the Employer

LA Hatfield Date 8/5/26

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Becky K. Stephens Date 8/5/2026

Becky Stephens, Labor Advocate
Washington Federation of State Employees

ARTICLE 16
TELEWORK

16.1 Definition

~~A.~~ Telework is the practice of using technology to perform required job functions from home or another management approved location that ~~Teleworking is a business practice that~~ benefits the Employer, employees, the economy, and the environment, and ~~.~~ ~~Telework is~~ a tool for reducing commute trips, pollutants, energy consumption, and our carbon footprint. Telework may result in economic, organizational, and employee benefits such as increased productivity and morale, reduced use of sick leave, reduced parking needs and office space, and retention of a valuable workforce. Telework contributes to work life balance. To that end, the AGO has a telework policy, and employees will abide by that policy unless specific provisions conflict with this Article.

~~B. In order to support effective working conditions, the Employer agrees to provide each Employee a full license for its virtual meeting platform upon request The Employer acknowledges that access to video conferences resources is vital to the success of the office whether teleworking or in office. The Employer will annually send an email to employees reminding them of employer-provided telework resources, including video conference license availability, and how to request them. The Employer will ensure that the instructions to request video conferencing licenses are up to date on Inside AGO when the email is sent. continue to make video conference licenses licensed Zoom accounts available to employees to meet the business needs of the employer and employees.~~

~~**Definition**~~

~~Telework is the practice of using technology to perform required job functions from home or another management approved location.~~

16.2 Position Eligibility

The Employer reserves the right to determine if a position's duties are eligible for telework and the frequency of teleworking. The Employer may revise or rescind a position's eligibility for telework due to changing business conditions or customer service needs. The Employer may require an employee to attend meetings in person or come to the office/field on an approved telework day.

16.3 Resources

~~In order to support effective working conditions, the Employer agrees to provide each Employee a full license for its virtual meeting platform upon request~~ The Employer acknowledges that access to video conferences resources is vital to the success of the office whether teleworking or in office. ~~The Employer will annually send an email to employees reminding them~~ Employees will be reminded annually of employer-provided telework resources, including video conference license availability~~, and how to request them~~. The employee may request a video conference license through their Division Lead. The request shall not be unreasonably denied, and the reasons for any denial will be provided in writing by the Division Chief. ~~, and that request will be approved unless a written reason for denial is provided to the employee In the event that a request is denied, the employee may elevate the request for reconsideration to the Division Chief.~~ ~~The Employer will ensure that the instructions to request video conferencing licenses are up to date on Inside AGO when the email is sent. continue to make video conference licenses licensed Zoom accounts available to employees to meet the business needs of the employer and employees.~~

16.4~~3~~ Telework Requests and Agreements

An employee working in a telework suitable position may request to telework in accordance with agency policy. The Employee's request to telework regularly shall not be unreasonably denied. When a telework request is denied, the reason shall be provided in writing. The Employer may consider an employee's request to telework in relation to the objectives of Executive Order 16-07 and the agency's operating, business, and customer needs. The Employer will document and maintain approved telework requests via the Agency telework agreement.

16.5~~4~~ Changes to Existing Telework Agreements

The Employer reserves the right to reduce, modify, or eliminate an employee telework assignment based on business needs or if there are performance and/or attendance concerns, to include not complying with the terms of a telework agreement. The Employer will address changes to a telework agreement with the employee. The employee's Division Chief may not unreasonably terminate or modify an existing telework agreement. When the Employer has reason to terminate or modify an existing telework agreement, at least seven (7) calendar days' notice must be provided, or less if mutually agreed upon. An employee may request to terminate or modify their existing telework agreement with seven (7) calendar days' notice. The Employer is not responsible for costs, damages, or losses resulting from cessation of participation in a telework agreement.

Eligibility, denial, modification, or elimination of a telework agreement is grievable through Step 3 under Article 4, Grievance Procedure, of the Collective Bargaining Agreement.

TENTATIVE AGREEMENT REACHED

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For the Employer	For the Union
LA Hatfield Date 8/25/26	Becky K. Stephens Date 8/25/26
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE 17
SAVINGS CLAUSE

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 8/26/26	Becky K. Stephens /s/ Date 08-26-2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE 18
DISTRIBUTION OF AGREEMENT

18.1 The Employer will post the Agreement on the Office of Financial Management's (OFM's) internet by the effective date of the Agreement or sixty (60) days after legislative approval, whichever is later. The AGO will post a link to the current Agreement on the AGO's intranet home page after it is posted by OFM. The Employer will provide all employees with the link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on state-purchased paper and state-owned equipment.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/10/26	Becky K. Stephens /s/ Date 09/10/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE 19
TERM OF AGREEMENT

19.1 All provisions of this Agreement will become effective July 1, ~~2025~~ 2027, and will remain in full force and effect through June 30, ~~2027~~ 2029; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

19.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2026~~ 2028, and no later than January 31, ~~2026~~ 2028. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

TENTATIVE AGREEMENT REACHED

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

For the Employer

Date 7/6/26

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Date 7/6/2026

Becky Stephens, Labor Advocate
Washington Federation of State Employees

ARTICLE 20

DIVERSITY, EQUITY, INCLUSION AND ANTI-RACISM

The parties are committed to developing and maintaining a high performing public workforce that provides access, meaningful services, and improved outcomes for all residents of Washington. The ever-increasing diversity of our population and workforce defines who we are as a people and drives the public's expectations of us as public servants. An important goal is to build work environments that are respectful, supportive, and inclusive of everyone.

The AGO strives to have an agency-wide culture of belonging that recognizes respect for all and promotes cultural competency, diversity, equity, inclusion and anti-racism to better recruit, promote, and retain a diverse workforce. The parties will work together to uphold our shared commitment to recognize, address, and eradicate all forms of inequity within the scope of our work and operations. The parties are also committed to fostering a positive work environment and recognize that individuals feel safe to speak openly and with confidence only when co-workers and leadership accept diverse contributions, opinions, and ideas.

To that end, when the AGO modifies its policies, practices, and performance evaluation criteria to support its anti-racism, diversity, equity, and inclusion effort the Union, whether through informal discussions at UMCC meetings, or through other more formal notice, will be provided an opportunity to review and give input on these changes before they are adopted.

Recognizing the parties' commitment to fostering a diverse, equitable, inclusive and anti-racist workplace that creates a culture of a belonging, the parties agree to the following:

1. The AGO agrees that time to participate in workgroups, roundtable discussions, the Diversity Advisory Committee (DAC), and Affinity Groups (including but not

limited to interview panels for hiring and promotion, agency events, and training opportunities), and similar DEI initiatives shall be considered paid work time.

2. The AGO continues to acknowledge~~s~~ the value of affinity groups and encourages employee participation. The AGO will continue to solicit input and advice from the DAC and Affinity Groups on DEI issues within the office.

3. The AGO will maintain a program that relies upon experts to train employees to provide racial equity facilitation and support to AGO staff across the agency. The program will allow for expanded capacity in the agency to help facilitate more small group discussions on racial equity or similarly oriented topics.

4. The AGO and the Union will maintain Diversity, Equity, and Inclusion as a standing agenda item at all UMCC meetings.

~~5. Due to the importance of recognizing employees in an inclusive manner and the growth of the Attorney General's Office, the Employer will increase the numbers of Tanner awards to no less than 15% of eligible employees, and Senior Counsel awards to no less than 15% of eligible employees.~~

~~In addition, the Employer will increase the type of recognition awards, including peer nominated awards.~~

~~Should coordinating recognition efforts become a significant job function for an employee, this shall be documented in the employee's ePDP~~

This Article is not subject to the grievance procedure.

TENTATIVE AGREEMENT REACHED

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

For the Employer

LA Hatfield Date 8/25/26

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Becky K. Stephens Date 8/25/26

Becky Stephens, Labor Advocate
Washington Federation of State Employees

ARTICLE 21

MISCELLANEOUS LEAVE

~~BEREAVEMENT LEAVE~~

21.1 An employee is entitled to five (5) days of paid bereavement leave when the employee experiences a death of a family member, or if the employee experiences pregnancy loss. An employee may request less than five (5) days of paid bereavement leave.

A. Bereavement leave is not charged against an employee's accrued leave balances. A day of bereavement leave will be based on the employee's regularly scheduled work shift.

B. In addition to paid bereavement leave, supervisors may approve an employee's request to use their accrued leave or take leave without pay for purposes of bereavement in the event of a loss outside of or including leave that qualifies for bereavement leave.

C. The Washington State Employee Assistance Program (EAP) is available to employees and may be a helpful resource during times of loss. Employees are encouraged to utilize these services.

21.2 Definitions:

A. Family member: parent, sibling, spouse, registered domestic partner as defined in RCW 26.60.020, grandparent, great-grandparent, grandchild, child, great-grandchild, aunt, uncle, pibling, parent's sibling, niece, nephew, nibling, first cousin, first cousin's parent, and the corresponding relatives of the employee's spouse or registered domestic partner. Family member also includes any individual where the relationship between the employee and individual creates an expectation that the employee care for the individual, and that individual depends on the employee for care. Family member also includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual and does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

B. Parent: biological, adoptive, de facto, foster, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or person who stood *in loco parentis* to the employee or employee's spouse or registered domestic partner when they were a minor child. Parent also includes an "Indian custodian" as defined in RCW 13.38.040(10).

C. Child: biological, adopted, foster child, stepchild, or child who the employee or employee's spouse or domestic partner stands *in loco parentis,* or is a legal guardian or de facto parent, regardless of age or dependency status. Child also includes a child for whom the employee acts as an "Indian custodian" as defined in RCW 13.38.040(10).

D. Pregnancy: the pregnancy of the employee or the employee's spouse or registered domestic partner, or any pregnancy, including through surrogacy or adoption, where the employee or employee's spouse or registered domestic partner would have been a parent or an intended parent as defined in RCW 26.26A.010.

E. Pregnancy loss: the loss of a pregnancy includes miscarriage, stillbirth, termination, and loss incurred during assisted reproduction as defined in RCW 26.26A.010.

~~E.~~F.

21.3 ~~21.9 Wildfire and Other Natural~~ Disaster Leave

In the event a public official declares that a state of emergency exists in any area of the state of Washington, agencies may grant up to twenty-four (24) hours of leave with pay per occurrence to employees who are experiencing extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss.

Agencies may require verification of the extraordinary or severe impacts related to the use of leave with pay and may take into account emergency operations requirements and/or program and staffing replacement requirements in the approval and scheduling of leave under this subsection in order to allow for the provision of continued essential services to the public. Leave under this subsection must be used within three (3) months from the date of the declaration. If hours of leave with pay are approved, an employee is not required to use them consecutively, and the leave does not need to be taken in full day increments.

~~21.3~~ 21.4 Responsibilities for Bereavement and Disaster Leave

~~A.~~G. The employee shall submit the appropriate leave request for processing.

~~B.~~H. The supervisor shall process the employee’s leave requests and contact their assigned Human Resource Consultant if they have any questions or believe that verification of loss is necessary.

~~C.~~I. The Human Resources Office may request verification of the loss.

21.5 Personal Leave

A. An employee may choose one (1) workday as a paid personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed for more than four (4) months.

B. The Employer will release the employee from work on the day selected for personal leave if:

1. The employee has given at least fourteen (14) calendar days' written notice to their supervisor. However, the supervisor has the discretion to allow a shorter notice period; and

2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.

C. Personal leave may not be carried over from one fiscal year to the next.

D. Part-time employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.

E. Upon request, an employee will be approved to use part or all of their personal leave days for:

1. The care of family members as required by the Family Care Act, WAC 296 -130.

2. Leave as required by the Military Family Leave Act, RCW 49.77; or

3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

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For the Employer	For the Union
LA Hatfield Date 9/17/26	Becky K. Stephens /s/ Date 9/17/2026
Lane Hatfield, Labor Negotiator	Becky Stephens, Labor Advocate
OFM/SHR Labor Relations & Compensation Policy Section	Washington Federation of State Employees

ARTICLE 22
COMMUTE TRIP REDUCTION AND VANPOOL

22.1 The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.

22. 2 The Employer will provide commute trip reduction incentives consistent with agency policies and within available resources.

22.3 All Employees with King, Pierce or Snohomish County Duty Stations

All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties will receive a card for travel on public transportation known as a "One Regional Card for All", otherwise known as an ORCA card.

Specifically, travel for the 2025-27 contract will be fare-free access to the following services:

1. Unlimited rides on bus services provided by Community Transit, Everett Transit, King County Metro Transit, Kitsap Transit, Pierce Transit and Sound Transit;

2. Unlimited rail service on Sound Transit, Link light rail and Sounder commuter rail;

3. Unlimited Seattle Streetcar trips;

4. Unlimited King County Water Taxi trips;

5. Unlimited trips with Kitsap Transit foot (Port Orchard-Bremerton and Annapolis-Bremerton routes) and fast (Bremerton-Seattle and Kingston-Seattle route) ferry services; and

6. Paratransit services from Kitsap Transit and King County Metro.

22.4 Vanpool Subsidy

A. A vanpool subsidy will be available in counties where a public transit vanpool provider offers vanpool service. Some rural areas may lack a provider. Lack of provider in a region does not disqualify a rider from claiming a vanpool benefit. If a rider identifies a vanpool that meets a transit agency's ridership requirements, the transit agency has discretion for providing a vanpool service that exceeds its traditional service area.

B. All full-time, part-time, temporary, or non-permanent employees who are benefit eligible will become eligible to receive the full subsidy vanpool benefit if the AGO has an agreement with WSDOT.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/10/26	Becky K. Stephens Date 9/10/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE X

~~DIGITAL PRIVACY~~

EMPLOYEE SAFETY & SECURITY

Employee safety and security are a primary concern of the Employer when an employee's work duties subject them to threats, either internal or external, whether in the virtual or real world. The Employer is committed to providing a safe and secure workplace for all of its employees. Safety awareness training and security systems vary from site to site depending on location and office requirements; however, minimum safety and security requirements have been established in Employer policy to ensure consistency in all locations. To the extent that threats arise away from the physical office space, the Employer may still have a role in assisting with addressing threats when those threats relate to an employee's work. The Human Resources office will coordinate with applicable AGO resources and the employee on potential options and development of safety plans, which may be either digital or physical, when the need arises.

The Employer will provide centralized information describing AGO resources that may be available to Employees at the Employer's discretion, and steps Employees can take to coordinate with Human Resources.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/17/26	Becky K. Stephens /s/ Date 09/17/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

ARTICLE X

HEALTH CARE BENEFITS AMOUNTS

X.1 A. For benefits during the plan years beginning January 1, 2028 and January 1, 2029, ~~For the 2025-2027 biennium~~, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

1. In ways to support value-based benefits designs; and
2. To comply with or manage the impacts of federal mandates.

C. Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEBB.

D. Article X.1 (B) and (C) will expire June 30, 202~~7~~9.

X.2 The Employer will pay the entire premium costs for each bargaining unit employee for dental, stand-alone vision, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the

Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.

X.3 Wellness

A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars ($125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

X.4 The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

As of January 1, 2028, the SmartHealth program will no longer be offered, which includes the wellness incentive and the SmartHealth online portal.

Employees who have met the eligibility requirements to receive a wellness incentive by December 31, 2027, will still receive the wellness incentive in plan year 2028.

Employees are not eligible to earn a wellness incentive as of January 1, 2028.

X.5 Flexible Spending Arrangement

A. During January 202~~6~~8 and again in January 202~~7~~9, the Employer will make available three hundred dollars ($300) in a Flexible Spending Arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection X.5 B below.

B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:

1. Is occupying a position that has an annual full-time equivalent base salary of sixty-eight thousand and four dollars ($68,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and

2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.

3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand, eighty-eight (2,088).

4. Base salary excludes overtime, shift differential and all other premiums or payments.

C. An FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.

D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

TENTATIVE AGREEMENT REACHED

August 26, 2026

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

For the Employer

Tanya Aho Date 08/28/26

Tanya Aho, Interim Director,
OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Date 8/27/26

Kurt Spiegel, WFSE Executive Director
Union Coalition Lead Negotiator

Appendix B – Placeholder

Base Range Step Numbers	Graduation Year	AAG Range (Annual)	Managing AAG 1 Range (Annual)	Managing AAG 2 Range (Annual)	Deputy Solicitor General Range (Annual)
Step 2	2025	82,212	86,328	90,444	90,444
Step 3	2024	85,500	89,784	94,056	94,056
Step 4	2023	88,932	93,372	97,836	97,836
Step 5	2022	92,472	97,116	101,736	101,736
Step 6	2021	96,192	100,992	105,816	105,816
Step 7	2020	100,032	105,036	110,028	110,028
Step 8	2019	104,016	109,236	114,444	114,444
Step 9	2018	108,204	113,604	119,016	119,016
Step 10	2017	112,524	118,152	123,768	123,768
Step 11	2016	117,024	122,868	128,712	128,712
Step 12	2015	121,704	127,788	133,860	133,860
Step 13	2014	126,564	132,912	139,236	139,236
Step 14	2013	131,640	138,240	144,780	144,780
Step 15	2012	136,896	143,748	150,600	150,600
Step 16	2011	142,368	149,496	156,612	156,612
Step 17	2010	148,068	155,472	162,876	162,876
Step 18	2009	153,996	161,700	169,392	169,392

Base Range Step Numbers	Graduation Year	AAG Range (Annual)	Managing AAG 1 Range (Annual)	Managing AAG 2 Range (Annual)	Deputy Solicitor General Range (Annual)
Step 2	2026	83,856	88,056	92,256	92,256
Step 3	2025	87,216	91,584	95,940	95,940
Step 4	2024	90,708	95,244	99,792	99,792
Step 5	2023	94,320	99,060	103,776	103,776
Step 6	2022	98,112	103,008	107,928	107,928
Step 7	2021	102,036	107,136	112,224	112,224
Step 8	2020	106,092	111,420	116,736	116,736
Step 9	2019	110,364	115,872	121,392	121,392
Step 10	2018	114,780	120,516	126,240	126,240
Step 11	2017	119,364	125,328	131,292	131,292
Step 12	2016	124,140	130,344	136536	136536
Step 13	2015	129,096	135,576	142,020	142,020
Step 14	2014	134,268	141,000	147,672	147,672
Step 15	2013	139,632	146,628	153,612	153,612
Step 16	2012	145,212	152,484	159,744	159,744
Step 17	2011	151,032	158,580	166,128	166,128
Step 18	2010	157,080	164,940	172,776	172,776

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PEBB COALITION OF UNIONS

Medical Flexible Spending Arrangement Work Group

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement. Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between HCA, OFM and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.

2. Exploring the option of sharing a list of all eligible employees who did not use the three hundred dollar ($300) benefit for the previous calendar year.

3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.

4. Reviewing existing communications provided to new employees about the FSA benefit.

5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.

6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.

7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

This MOU will expire on June 30, ~~2027.~~2029.

TENTATIVE AGREEMENT REACHED

August 26, 2026

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

For the Employer	For the Union
Tanya Aho Date 8/28/26	Date 8/27/26
Tanya Aho, Interim Director, OFM/SHR Labor Relations & Compensation Policy Section	Kurt Spiegel, WFSE Executive Director Union Coalition Lead Negotiator

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL
WASHINGTON FEDERATION OF STATE EMPLOYEES

Data Sharing Agreement

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and THE ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL, WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME COUNCIL 28 (AWAAG) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the AWAAG which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares category 3 or higher data. Additionally, the Office of the Chief Information Officer outlines in policy #141.10 that when an agency shared category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests, status reports, and voluntary payroll deductions as set forth in the collective bargaining agreement and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide.

(3) Category 3 – Confidential Information
Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10.

b. Information about public employees as defined in RCW 42.56.250.

c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9).

d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

(4) Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.

b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

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

The Employer and AWAAG strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

(1) The data that will be shared.
(2) The specific authority for sharing the data.
(3) The classification of the data shared.
(4) Access methods for the shared data.
(5) Authorized users and operations permitted.
(6) Protection of the data in transport and at rest.
(7) Storage and disposal of data no longer required.
(8) Backup requirements for the data if applicable.
(9) Other applicable data handling requirements.

TENTATIVE AGREEMENT REACHED

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

For the Employer

LA Hatfield Date 9/11/26

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Becky K. Stephens Date 9/11/2026

Becky Stephens, Labor Advocate
Washington Federation of State Employees

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL, WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME COUNCIL 28

Retention Premium

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Association of Washington Assistant Attorneys General Washington Federation of State Employees (AWAAG WFSE) is entered into for the purposes of extending ~~implementing~~ a time-limited enhanced retention Premium.

Maintenance of MOU for 2027-2029

Effective July 1, 2027, an Assistant Attorney General (AAG) who ~~received an~~was receiving an increased retention premium under MOU C of the 2025-2027 collective bargaining agreement on June 29, 2027, will retain that increased premium for the 2027-2029 contract period unless they have a break in service during the term of this agreement. Employees moving from the five (5) year premium to the ten (10) year premium during the 2027-2029 contract period, will receive an additional 2.5% premium upon reaching ten (10) years.

This MOU is effective on July 1, 2027.

This MOU shall expire on June 29, 2029.

TENTATIVE AGREEMENT REACHED

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

For the Employer

LA Hatfield Date 9/17/26

Lane Hatfield, Labor Negotiator

OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Becky K. Stephens Date 9/17/2026

Becky Stephens, Labor Advocate

Washington Federation of State Employees

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL,
WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME COUNCIL 28

Wage Reopener

The parties agree to reopen Article 10.1.C of the 2027-2029 collective bargaining agreement solely for the purpose of bargaining wages for fiscal year 2029.

The parties agree they are entering into this agreement to engage in good faith bargaining for the purpose set forth above and further agree negotiations shall be limited to four (4) bargaining dates between August 23, 2027, and August 30, 2027.

WFSE agrees that all WFSE state employee collective bargaining agreements will be negotiated as one (1) coalition.

All statutory provisions applicable to this bargaining unit will continue to apply to the reopener bargaining.

The parties' agreement to reopen the above provisions of Article 10 for fiscal year 2029 should not be construed as establishing a past practice or creating any future obligation other than what is explicitly contained in this Memorandum of Understanding.

This MOU shall be effective on July 1, 2027.

This MOU shall expire on June 29, 2029.

TENTATIVE AGREEMENT REACHED

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

For the Employer

LA Hatfield Date 9/17/26

Lane Hatfield, Labor Negotiator

OFM/SHR Labor Relations & Compensation Policy Section

For the Union

Becky K. Stephens Date 9/17/2026

Becky Stephens, Labor Advocate

Washington Federation of State Employees

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL, WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME COUNCIL 28

Personal Leave Day

Due to the economic revenue budget shortfall, the parties recognize the value of employees. In an effort to reach an agreement the State will provide employees an additional one (1) workday as a personal leave day each fiscal year during the life of this Agreement to be administered in accordance with Article 21.5.

This MOU expires June 29, 2029.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/17/26	Becky K. Stephens Date 9/17/2026
Lane Hatfield, Labor Negotiator	Becky Stephens, Labor Advocate
OFM/SHR Labor Relations & Compensation Policy Section	Washington Federation of State Employees

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL
WASHINGTON FEDERATION OF STATE EMPLOYEES

Recognition Awards

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and THE ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL, WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME COUNCIL 28 (AWAAG) is entered into for the purposes of creating a venue to involve AWAAG-represented employees in updating the Attorney General's Office (AGO/Agency) employee awards program.

The parties value providing public recognition of outstanding work by Agency employees and want to ensure that such recognition is relevant, effective, and appropriate. The Agency's Core Leadership Team (CLT) has created a subcommittee to review and make recommendations to update the awards program. CLT values the input of Agency employees and this meeting allows them to get AWAAG feedback.

The subcommittee will schedule a meeting with a group of represented employees chosen by the Union membership no later than January 2027, for the employees to provide ideas and feedback on how to update the program. The subcommittee will consider this information in its recommendations to the CLT.

TENTATIVE AGREEMENT REACHED

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

For the Employer For the Union

LA Hatfield Date 8/26/26

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

Becky K. Stephens Date 08/26/2026

Becky Stephens, Labor Advocate
Washington Federation of State Employees

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Employee Access to Voting

The Employer recognizes that changes at the federal level could affect Washington's current vote-by-mail system and, as a result, employees' ability to participate in elections. Should the law change and Washington's vote-by-mail system be affected, the Employer will give notice and bargain over the impacts of such changes.

This MOU expires June 30, 2029.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/10/26	Becky K. Stephens Date 9/10/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Generative Artificial Intelligence

The parties agree to the following:

The Employer will not rely on generative artificial intelligence (GenAI) when making employment-related decisions. For purposes of this MOU, employment-related decisions include those related to hiring, promotion, disciplinary actions, or any other decision regarding a bargaining unit member's work performance. Use of GenAI decision-making system(s) in relation to bargaining unit members must ensure that the system's outputs — such as recommendations, evaluations, or other determinations — are reviewed and validated through direct human oversight. In the event that GenAI is used in such decision-making, the use will be disclosed. In addition, the use of GenAI will not result in the layoff of any represented employees.

Agencies will continue to comply with any OFM Directives regarding notice on new GenAI technology and the notice requirements of Article 7.

The Employer retains all rights established within this Collective Bargaining Agreement in relation to GenAI.

This MOU expires on June 29, 2029.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/10/26	Becky K. Stephens Date 9/10/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Pre-Tax Parking Workgroup

The State, the Employer, and the Union agree to work together to create a joint committee to investigate the possibility of offering a pre-tax parking program. The committee will include outside state agencies with subject matter expertise as well as representatives from the Employer and the Union. The committee will provide recommendations to all involved state agencies.

The parties are responsible for selecting their own participants for this committee. The number of Employer participants will not exceed the number of Union participants.

Meetings will begin ~~by February 2027~~ at a time sufficient to develop ~~and~~ recommendations ~~will be provided~~ no later than January 2028.

This MOU expires on June 29, 2029.

TENTATIVE AGREEMENT REACHED

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

For the Employer	For the Union
LA Hatfield Date 9/11/26	Becky K. Stephens /s/ Date 9/11/2026
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Becky Stephens, Labor Advocate Washington Federation of State Employees