
COLLECTIVE BARGAINING AGREEMENT

Local 1671 
INTERPRETERS UNITED

THE STATE OF WASHINGTON

AND

**WASHINGTON FEDERATION OF STATE
EMPLOYEES, AFSCME COUNCIL 28, FOR
LANGUAGE ACCESS PROVIDERS**

EFFECTIVE

JULY 1, 2021 THROUGH JUNE 30, 2023



2021-2023

**WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME
COUNCIL 28, FOR LANGUAGE ACCESS PROVIDERS
2021-2023**

PREAMBLE	1
ARTICLE 1 UNION RECOGNITION	1
1.1 Recognition	1
1.2 Posting of Agreement	1
ARTICLE 2 NON-DISCRIMINATION	1
ARTICLE 3 UNION RIGHTS	2
3.4 Privacy	2
ARTICLE 4 PROFESSIONAL DEVELOPMENT AND TRAINING	2
4.3 Annual Communication to Authorized Requestors	3
4.4 Interpreter Advisory Group	4
4.5 Orientation for DSHS Language Testing and Certification Applicants	5
4.6 Interpreter Professional Development Offered by the Union	5
4.7 Interpreter Specialization and Endorsements	5
ARTICLE 5 DOCUMENTATION	6
5.1 Required Documentation	6
5.6 Work Orders with Incomplete Times	7
5.7 Disputed Times on Work Order	7
5.9 Background Checks	8
ARTICLE 6 ECONOMIC COMPENSATION	8
6.1 Definitions	8
6.2 Rate of Pay	8
6.3 Appointment Times	9
6.4 Refusal of Services	10
6.5 No-shows and Cancellations	10
6.6 Extended Services	11
6.7 Double Booking	11
6.8 Travel Reimbursements	11
6.9 HCA Family Member Appointments	12
ARTICLE 7 ECONOMIC PROCESS	13
7.1 Punitive Fines	13
7.2 Payment Timelines	13
7.3 Payment Delivery Method	15
7.4 Pay Sheets or Pay Stubs	15
7.5 Overpayment Collection Process	15
ARTICLE 8 GRIEVANCE PROCEDURE	17
8.2 Terms and Requirements	17
8.3 Filing and Processing	19
8.4 Successor Clause	21
ARTICLE 9 UNION-MANAGEMENT COMMITTEES	21
9.1 Purpose	21
9.2 Meetings	21

ARTICLE 10 MANDATORY SUBJECTS..... 22

ARTICLE 11 POLICIES AND REQUESTS FOR INFORMATION 22

11.1 State Policies 22

11.2 Union Information Requests 23

ARTICLE 12 DUES AND OTHER VOLUNTARY DEDUCTIONS AND STATUS REPORTS 23

12.1 Dues and Other Voluntary Deductions 23

12.2 Notification to the Union 24

12.3 Status Reports..... 25

12.4 Indemnification and Hold Harmless 25

12.5 Monthly Reports..... 26

ARTICLE 13 STATE RIGHTS 26

13.2 Rights Reserved to the State..... 26

13.5 Fulfillment of Statutory Obligation 28

ARTICLE 14 COMPLETE AGREEMENT 28

ARTICLE 15 SAVINGS CLAUSE 28

ARTICLE 16 COMPLIANCE WITH FEDERAL REGULATIONS 28

ARTICLE 17 TERM OF AGREEMENT 29

MEMORANDA OF UNDERSTANDING

A. PROCESS FOR FEEDBACK ABOUT SERVICES PROVIDED BY LANGUAGE ACCESS PROVIDERS M-1

B. SOCIAL SERVICE APPOINTMENT MILEAGE PILOT M-2

C. HEALTH AND WELFARE BENEFITS AND TIERED PAYMENTS WORKGROUP ... M-4

D. COVID-19 HEALTH AND SAFETY EMERGENCY PROVISIONS FOR LAP APPOINTMENTS M-5

Signature Page

PREAMBLE

This document constitutes an Agreement by and between the Governor of the State of Washington (hereinafter referred to as the “State”) and the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, (hereinafter referred to as the “Union”) in accordance with the provisions of [RCW 41.56](#).

The parties enter into this Agreement acknowledging the following:

- The Union and the State share a common mission that individuals with limited English proficiency (LEP) who are clients of the Department of Children, Youth, and Families (DCYF), the Department of Social and Health Services (DSHS), and/or who are Medicaid enrollees have access to language services.
- The Collective Bargaining Agreement (CBA or Agreement) outlines the terms and conditions of the partnership between the State and the Language Access Providers (LAPs).
- Interpreting services are essential for Washington’s residents with LEP to achieve quality health outcomes and receive access to the foregoing DCYF, DSHS and Medicaid services.
- Nothing in this Preamble shall be subject to the grievance process in this Agreement.

ARTICLE 1

UNION RECOGNITION

1.1 Recognition

The Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO is recognized as the sole and exclusive representative of Language Access Providers (LAPs) who provide spoken language interpreter services for DCYF, DSHS or Medicaid enrollee appointments.

This Agreement shall also apply to any LAPs who are added to the bargaining unit by unit clarification, accretion and/or agreement of the parties.

1.2 Posting of Agreement

- A. The State will post the current Agreement electronically on the Office of Financial Management (OFM) State Human Resources Labor Relations Section (LRS) website.
- B. The State will post the LRS webpage address to the current Agreement on the Department of Enterprise Services webpage that contains information on vendor contracts impacted by this Agreement.
- C. Coordinating Entities will post the LRS webpage link to the current Agreement on the webpage that is the primary interpreter access point.

ARTICLE 2

NON-DISCRIMINATION

2.1 The State and the Union are committed to a policy of non-discrimination. The State shall not discriminate with respect to matters specified in [RCW 41.56.510\(2\)\(c\)](#) on the basis of:

- A. Race or color;
- B. Religion or creed;
- C. National origin, ancestry or citizenship status;
- D. Gender, gender expression, gender identity, sex or sexual orientation;
- E. Marital, parental, or pregnancy status;
- F. Age;
- G. Military status or status as a protected veteran;
- H. Political affiliation and/or beliefs;
- I. Disability; or

J. Participation in union activities.

- 2.2 This Article shall not be construed as otherwise limiting or impeding the right of third parties and/or State agency representatives to select and/or contract with any Language Access Provider based on the specific needs of the client with limited English proficiency.

ARTICLE 3 UNION RIGHTS

- 3.1 The State shall remain neutral on the question of union membership and union representation for Language Access Providers (LAPs). All questions addressed to the State concerning membership or representation by the Union will be referred to the Union. The State shall make union neutrality part of its contract terms with Coordinating Entities who deliver services established by this Agreement.
- 3.2 The State shall not meet, discuss, confer, subsidize or negotiate with any other labor or language access provider organization or its representatives on matters relating to the bargaining unit specified in [RCW 41.56.510\(2\)\(a\)\(i\)](#).
- 3.3 The State will not, on account of membership or non-membership in the Union, discriminate against, intimidate, restrain or coerce an interpreter on account of the exercise of rights granted by this Agreement or in protected activities on behalf of the Union.
- 3.4 **Privacy**
Public records requests concerning LAPs shall be in accordance with the Public Records Act and other legal authority. The State agency receiving the request shall notify the Union of public records requests for the following identifying information of LAPs covered by this Agreement, as defined in [RCW 41.56.030\(10\)](#) and as provided to the State and/or Coordinating Entities by the LAP: residential/business/ mailing address, telephone numbers, email addresses, and dates of birth. The State will redact LAPs' Social Security numbers on any document subject to a public records request. The notice to the Union shall be provided within seven (7) business days of the request to the State agency. This notification provision shall not be grievable. This section does not apply to information requests from governmental entities (city, county, state, federal, school districts, legislative, judicial, executive, etc.).

ARTICLE 4 PROFESSIONAL DEVELOPMENT AND TRAINING

- 4.1 The purpose of professional development and training requirements for Language Access Providers (LAPs) is to maintain the skill levels possessed at the time of passing the interpreter certification examination, and to further enhance skills and knowledge. Both the State and the Union encourage LAPs to complete training and continuing education activities.

4.2 The State or its Coordinating Entities will:

- A. Post a reference link to the National Standards on Culturally and Linguistically Appropriate Services (CLAS) on the Coordinating Entities' websites.
- B. Post a reference link to the DSHS Language Interpreter and Translator Code of Professional Conduct on the Coordinating Entities' websites.
- C. Post a reference link to the Union (Local 1671) website on the DSHS Language Testing and Certification (LTC) website.
- D. Annually distribute an electronic copy of the "DSHS Language Interpreter and Translator Code of Professional Conduct" to Medicaid medical providers.
- E. On a quarterly basis, make available to all authorized requestors an electronic tutorial guide on completion of work order forms.

4.3 Annual Communication to Authorized Requestors

A. Communication to Medicaid Medical Providers

After approval by the Union and the State, the State or its Coordinating Entities will annually distribute to Medicaid medical providers a one (1) page informational document relating to:

- 1. How the CBA applies to medical providers;
- 2. A reference to National Standards on CLAS;
- 3. A reference to the DSHS Language Interpreter and Translator Code of Professional Conduct;
- 4. A reference to Title VI of the Civil Rights Act of 1964;
- 5. A reference to the modalities available to authorized requestors, and suggestions to assist them in recognizing the circumstances when it is appropriate to use remote interpreting; and
- 6. Suggestions on how to work with interpreters.

B. Communication to Applicable DCYF and DSHS Employees/Authorized Requestors

After approval by the Union and the State, the State will annually make available to applicable DCYF and DSHS employees a one (1) page informational document relating to:

- 1. How the CBA applies to services covered by this Agreement;
- 2. A reference to National Standards on CLAS;

3. A reference to the DSHS Language Interpreter and Translator Code of Professional Conduct;
4. A reference to Title VI of the Civil Rights Act of 1964;
5. Suggestions on how to work with interpreters; and
6. A reminder for DCYF and DSHS employees to schedule appointments through the Coordinating Entity.

4.4 Interpreter Advisory Group

- A. The parties to this Agreement agree to maintain a volunteer Interpreter Advisory Group to provide input to the State on the State's duties per WAC [Chapter 388-03](#), Rules and Regulations for the Certification of DSHS Spoken Language Interpreters.
- B. Composition of the Interpreter Advisory Group
The DSHS Secretary or designee will make all appointments to the parties' eighteen (18) member Advisory Group to include:
 1. One (1) designated representative each from the Department of Children, Youth, and Families (DCYF), the Department of Enterprise Services (DES), the Department of Social and Health Services (DSHS), the Health Care Authority (HCA), and another agency;
 2. One (1) LAP at large;
 3. One (1) physician licensed by the State under RCW Chapter [18.57](#), [18.29](#), or [18.71](#);
 4. One (1) hospital language access administrator;
 5. Two (2) representatives from immigrant or refugee advocacy organizations;
 6. One (1) member from the public;
 7. One (1) trainer from a higher education institution;
 8. Four (4) representatives from the Union, of which at least two (2) will be LAPs working under this Agreement; and
 9. Two (2) representatives from the DSHS Language Testing and Certification program (LTC).
- C. The Advisory Group shall meet a minimum of three (3) times per year, or more often as needed or as requested by DSHS.

- D. At least one member of every subcommittee of the Interpreter Advisory Group shall be a Union representative.

4.5 Orientation for DSHS Language Testing and Certification Applicants

DSHS LTC will post the testing date, site, and times on the LTC website.

- A. Written testing administered in a DSHS building

The State will make reasonable efforts to provide the Union access to a meeting space thirty (30) minutes after the start of written testing to provide information. If a meeting space is not available, the Union will be granted access to the testing room thirty (30) minutes prior to the start of registration to provide the above information to testing applicants.

- B. Written testing not administered in a DSHS building

The Union will be responsible for scheduling and costs associated with a meeting space to provide information to testing applicants. When the LTC program notifies testing applicants of their written testing location, they will also notify the applicants of the Union's meeting space location and times.

- C. Brochure and Membership Card for Testing Applicants

The Union may provide a one (1) page brochure outlining information about the Union and this Agreement for distribution to testing applicants. Pursuant to [Article 12](#), Dues and Other Voluntary Deductions and Status Reports, the Union may provide a Union dues authorization card for distribution with the one (1) page brochure.

4.6 Interpreter Professional Development Offered by the Union

A link to trainings offered by the Union, including orientation to this Agreement, will be posted on the DSHS LTC website. Upon request, LTC will review the content of scheduled trainings and presentations offered by the Union to determine whether and to what extent these may be counted toward the continuing education requirements for maintaining LTC certification/authorization.

4.7 Interpreter Specialization and Endorsements

The Interpreter Advisory Group will discuss the concept of an endorsements system for LAPs achieving significant additional training in a given specialty area. Areas of expertise considered for such endorsements might include, but would not be limited to, services requested by oncologists, cardiologists, mental health providers, family counseling meetings, drugs and alcohol rehabilitation meetings, and domestic violence related meetings. The Interpreter Advisory Group will review certification programs outside of the LTC program that may be used to create an endorsements system.

ARTICLE 5 DOCUMENTATION

5.1 Required Documentation

- A. The authorized requestor, the Language Access Provider (LAP) and the language agency or Coordinating Entity shall be required to complete the appointment work order form and that shall be the only basis for payment by the State and/or third parties, unless otherwise required by Medicaid regulations.
- B. DCYF and DSHS may also require the completion of daily logs by the LAPs for block appointments that list:
 - 1. DCYF or DSHS worker;
 - 2. Name of each client;
 - 3. Type of service;
 - 4. Start and end time for each client;
 - 5. Start and end time of the block appointment; and
 - 6. Modality (in-person, video remote, or over the phone interpreting or translation etc.).
- C. All work order forms will be in electronic format, with the exception of appointments in the home or community, or when the electronic format is not available.

5.2 The appointment work order will indicate the authorized requestor's scheduled start and end times of the appointment. The State or its third parties must require authorized requestors and LAPs to sign or electronically submit the appointment work order form indicating:

- A. The LAP's start time per [Article 6.3](#), Appointment Times; and
- B. The LAP's actual service end time.

5.3 LAPs will have electronic capabilities to view a scheduled appointment, to include:

- A. Date of service;
- B. Scheduled start and end times;
- C. Total time of appointment;
- D. Actual start and end times;

- E. Total payable (or billable) service amount;
- F. Authorized reimbursable expense(s), if any;
- G. Name of provider/clinic, including department, suite number, and/or other specific identifying information;
- H. Street address of the appointment's location;
- I. Indication of appointment type and agency (i.e. medical or social services and DCYF, DSHS, or HCA); and
- J. Modality of appointment (i.e. in-person, video remote, or over the phone interpreting).

5.4 LAPs will receive a text message and/or an email notification for appointment cancellations made twenty-four (24) hours or less before the originally scheduled appointment time. The LAPs may choose their preferred form(s) of notification.

5.5 In order for the LAP to fully prepare for the appointment, work order forms will include space for the authorized requestor to identify the facility, department, or field of services, if known, and other pertinent information. Information supplied in this field will be limited by federal and state law regarding confidentiality of information. The work order form for home visits will include a field contact phone number, for the State employee who will be present, if available, that may be used for the purpose of this appointment only.

5.6 Work Orders with Incomplete Times

When an authorized requestor has not entered a start or end time for a job within two (2) business days after the date of service, the Coordinating Entity shall electronically notify the requestor and the LAP, and the LAP will submit their start and end time for verification.

If an authorized requestor does not respond to the Coordinating Entity's notification of an incomplete work order within fourteen (14) calendar days of the appointment, then the LAP's submitted start and end time will be the basis for payment by the State and/or third parties. The LAP will be asked to confirm the appointment start and end times.

LAPs must review and approve jobs within one-hundred-eighty (180) days from the service date. Failure to do so will result in non-payment. The Coordinating Entity will notify the LAP electronically when jobs have not been approved within one-hundred-fifty (150) days from the service date.

5.7 Disputed Times on Work Order

If an authorized requestor does not respond to the Coordinating Entity's notification of a disputed work order within fourteen (14) calendar days of the appointment, then the LAP's submitted start and end times will be the basis for

payment by the State and/or third parties. The LAP will be asked to confirm the appointment start and end times.

5.8 The electronic work order form completed by the authorized requestor will be the basis for payment. However, when completing an electronic work order form, the authorized requestor has the discretion to also complete a paper format of the work order form if requested by the LAP. If there is dispute over the start or end times, the Coordinating Entity shall consider the paper format of the work order form. Decisions to not request the signing of a written form will not be a basis for judgment against a LAP who grieves any part of this Agreement.

5.9 Background Checks

Before providing interpreter services under this Agreement and annually thereafter, the LAP will submit to a criminal history background check conducted by the Coordinating Entity. The LAP shall not pay more than the actual costs to conduct the background check. The Coordinating Entity will provide an electronic copy of the background check to the LAP no more than seven (7) business days prior to the expiration of the background check.

**ARTICLE 6
ECONOMIC COMPENSATION**

6.1 Definitions

- A. In-person appointments are defined as appointments where a Language Access Provider (LAP) is contracted to provide interpreter services face to face for a specific patient or client(s).
- B. Block Appointments are defined as DCYF or DSHS appointments scheduled on-site for a specific time period rather than for a specific patient or client.
- C. Telephonic and video appointments are provided via telephonic or video remote technologies outside of Block Appointments.
- D. Family Member Appointment is an appointment where the same authorized requestor schedules two (2) or more consecutive and/or concurrent appointments to see multiple family members and allows one interpreter to service all the appointments. Additional family member appointment requirements are set forth in Article 6, Economic Compensation, Section 6.9, HCA Family Member Appointments.

6.2 Rate of Pay

- A. In-Person Interpreting Services
LAPs covered by this Agreement who are contracted for in-person and family member appointments for spoken language interpreter services will be paid a minimum of forty-two dollars and thirty-two cents (\$42.32) per hour effective July 1, 2021, and a minimum of forty-three dollars and forty-eight cents (\$43.48) per hour effective July 1, 2022.

LAPs will be paid a minimum of thirty-one dollars (\$31.00) per hour for Block Appointments.

- B. Telephonic and Video Remote Interpreting Services
LAPs who provide services outside of facility or Block Appointments, will be paid a minimum of sixty-two cents (\$0.62) per minute when providing services via telephonic technologies, and three dollars (\$3.00) per minute for the first ten (10) minutes and sixty cents (\$0.60) per minute for every minute thereafter when providing services via video remote technologies.
- C. Social Service Appointment Premium
In-person interpreting services for DCYF and DSHS appointments, excluding Block Appointments, will be paid an additional hourly premium of two dollars (\$2.00).

6.3 Appointment Times

- A. Minimums/Durations
 1. For in-person appointments scheduled for HCA authorized requestors, with the exception of family member appointments as set forth in Section 6.9: A LAP will be paid for a minimum of one (1) hour for each in-person appointment, regardless of the number of clients with LEP present and served during each appointment.
 2. For in-person appointments scheduled for DCYF or DSHS: A LAP will be paid for a minimum of ninety (90) minutes for each in-person appointment, regardless of the number of clients with LEP present and served during each appointment.
 3. For a family member appointment, provisions are set forth in Section 6.9 of this Article.
 4. Block Appointments will be scheduled for a minimum of two (2) hours, and LAPs will be paid for the duration of the scheduled Block Appointment.
 5. In-person, family member, or Block Appointments lasting longer than the minimum will be paid in fifteen (15) minute increments with any fraction of an increment rounded up to the nearest fifteen (15) minute increment.
 6. A LAP will be paid a minimum of three (3) minutes when they provide interpreting services via telephonic technologies, and a minimum of ten (10) minutes when they provide interpreting services via video remote technologies (VRI). When an LAP provides telephonic or video remote interpreting services longer than for the minimum, the LAP will be paid in one (1) minute

increments, with any fraction of a minute rounded up to the nearest one (1) minute increment.

There is no requirement for prescheduling with an LAP to provide interpreter services via telephonic technologies or VRI. The State's third parties will use the first available DSHS authorized/certified/recognized LAP, except when an authorized requestor is unable to schedule an appointment at least twenty-four (24) hours before the start of the appointment due to an urgent or unforeseen need, or when the appointment is unfilled twenty-four (24) hours before the start of the appointment. Preference will be given to those located within the states of Washington, Idaho, or Oregon.

B. Start times

The start time of the appointment will be the scheduled start time or the time the LAP arrives, whichever is later. If the authorized requestor, patient/client, and LAP all agree to begin earlier than the scheduled start time, the LAP will be paid from when they begin providing interpreter services.

C. Scheduled Breaks for Block Appointments

An authorized requestor may include no more than a one (1) hour unpaid break within a single request for services, and only if the total duration of the appointment, including the unpaid break, is three (3) or more hours. The break duration must be clearly indicated in the requested scheduled time. Comments in a "note" section of an online request for services will not be considered as a scheduled break. Block Appointment breaks/lunch shall be flexible and taken when practicable and in accordance with DCYF's and DSHS' business needs.

6.4 Refusal of Services

If the LAP arrives for the appointment and a patient/client or authorized requestor refuses interpreting services, but is present for the appointment, the LAP shall be paid per Section 6.5, No Shows and Cancellations.

6.5 No-shows and Cancellations

- A. If a client/patient with LEP or an authorized requestor fails to show for in-person interpreting services or cancels six (6) hours or less before the start of the appointment, including in cases of error on the part of the requestor, State, or third parties, the LAP will be paid thirty (30) minutes or seventy-five percent (75%), whichever is greater. The process for rounding to fifteen (15) minute increments set out in this Article will apply.
- B. If the authorized requestor cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment, including in cases of error on the part of the requestor, State, or third parties, an LAP will be paid fifty percent (50%) of the time requested or

thirty (30) minutes, whichever is greater. The process for rounding to fifteen (15) minute increments set out in this Article will apply.

- C. The twenty-four (24) hours for determining cancelled appointments shall not include weekends or state recognized holidays.
- D. Cancellation and no-show provisions for HCA family member appointments are set forth in Section 6.9.
- E. If an LAP accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show appointment will be reduced by the replacement work under this Agreement, during the time for which the cancelled or no-show job was scheduled. Under no circumstances shall an LAP be paid twice for the same period of time.

This section does not apply to individual appointments within a series of a family appointment.

- F. If an LAP accepts a job more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the LAP, the LAP will not be eligible for payment as a no-show or cancellation.
- G. If an appointment ends earlier than the originally scheduled time, an LAP will be paid for seventy-five percent (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this section shall be capped at one-hundred thousand dollars (\$100,000) per fiscal year for each year of this Agreement. The payment minimums described in Section 6.3 continue to apply.

6.6 Extended Services

If asked by an authorized requestor, a LAP may choose, but not be required to stay beyond the scheduled end time of an appointment. If the LAP chooses to stay at the request of the authorized requestor, the LAP will be paid in accordance with this Article.

6.7 Double Booking

If two (2) or more LAPs are scheduled for the same appointment, the LAP with the earliest documented appointment confirmation date and time will complete the appointment, unless otherwise agreed by the LAPs. When more than one (1) LAP shows up for an appointment, the Coordinating Entity or foreign language company will pay the LAP who does not fulfill the appointment at the no-show and cancellation rate specified in [Subsection 6.5A](#).

6.8 Travel Reimbursements

All parking, ferry, and toll costs for travel to the scheduled appointment and returning to the LAP's home or place of business for an in-person or family

member appointment will be reimbursed upon submission of a receipt at the time the appointment is approved by the LAP for submission to DCYF, DSHS or HCA for payment. Reimbursements claimed will be for the sole purpose of providing services to DCYF, DSHS or HCA clients. Block Appointments are excluded from these reimbursements.

6.9 HCA Family Member Appointments

- A. The definition of a family member appointment is provided in Subsection 6.1D.
- B. Appointments must be two (2) or more family members in a series of ninety (90) minutes; or three (3) or more family members in a series of one hundred and twenty (120) minutes.
- C. The appointment must have its own unique identifier (job number).
- D. Appointments must be linked within the series, allowing the LAP ability to identify linked appointments.
- E. The LAP must accept all family member appointments in the series.
- F. The LAP will be paid from the start time of the first appointment in the series through the actual end time of the last completed appointment in the series, or a minimum of one hour, whichever is greater.
- G. At no time will a LAP be paid twice for the same time period.
- H. If any appointment within the series of family member appointments is a late cancellation or the client with LEP or the authorized requestor fails to show, the LAP will be paid for thirty (30) minutes. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
- I. If a LAP accepts a job more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the LAP, the LAP will not be eligible for payment as a no-show or late cancellation.
- J. If an authorized requestor cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment, including in cases of error on the part of the requestor, the State, third parties, or the Coordinating Entities, a LAP will be paid fifty percent (50%) of the time requested or thirty (30) minutes, whichever is greater. The process for rounding to fifteen (15) minute increments set out in this Article will apply. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
- K. If an authorized requestor cancels with less than six (6) hours before the scheduled start of the appointment, including in cases of error on the part

of the requestor, the State, third parties, or the Coordinating Entities, a LAP will be paid seventy-five percent (75%) or thirty (30) minutes, whichever is greater. The process for rounding to fifteen (15) minute increments set out in this Article will apply. The total payment for cancellations within other completed appointments will not exceed the actual requested time.

- L. The twenty-four (24) hours for determining cancelled appointments shall not include weekends or state recognized holidays.

ARTICLE 7

ECONOMIC PROCESS

7.1 Punitive Fines

Brokers, language agencies and/or Coordinating entity(ies) will not issue punitive fines to Language Access Providers (LAPs) for alleged infractions.

7.2 Payment Timelines

A. Billing the State

1. Coordinating Entity

Once the Coordinating Entity receives properly completed work order form(s) and any applicable supporting travel-related documentation for all appointments from a given day from the LAP, the Coordinating Entity must remit it to either HCA within ten (10) business days, or include it on an invoice to be received by DCYF or DSHS by the tenth (10th) day of the subsequent month.

2. Language Agency

The language agency must remit properly completed work order forms and any applicable supporting travel documentation for services provided in the previous month or earlier to DSHS to be received by the tenth (10th) day of the subsequent month.

B. Remittance to Coordinating Entity or Language Agency

1. For DCYF and DSHS Appointments

Once the invoice is received from the Coordinating Entity, or the language agency, DCYF or DSHS will remit funds necessary to pay for an LAP's services to the Coordinating Entity or the language agency within thirty (30) calendar days.

2. For HCA Appointments

Once the invoice is received from the Coordinating Entity, HCA will generally remit funds necessary to pay for an LAP's services to the Coordinating Entity within thirty (30) calendar days. In some instances, it may be necessary for HCA to take more time than thirty (30) calendar days to process remittance to the Coordinating Entity. The State shall be in compliance with this Article if:

- a. Remittance to the LAP for ninety percent (90%) of all submitted payable invoices in the prior month is provided to the Coordinating Entity within thirty (30) calendar days of the State's receipt of the invoice;
- b. Remittance to the LAP for ninety-nine percent (99%) of all submitted payable invoices in the prior month is provided to the Coordinating Entity within ninety (90) calendar days of the State's receipt of the invoice; and
- c. Remittance to the LAP for all other submitted payable invoices is provided to the Coordinating Entity within one hundred and eighty (180) calendar days of the State's receipt of the invoice.

For purposes of this Article, a payable invoice means an invoice that can be processed without obtaining additional information from the provider of the service or from a third party. A payable invoice includes an invoice with errors originating in the State's claim system. However, a payable invoice does not include an invoice based on a work order submitted by an LAP who is under investigation for fraud or abuse.

3. Regular Report of HCA Appointments
HCA will provide a report to the Union by the tenth (10th) day of the month that includes:
 - a. The total number of invoices submitted to HCA in the prior month;
 - b. The total number of invoices for which remittance was already submitted to the Coordinating Entity; and
 - c. For all invoices for which remittance was not submitted to the Coordinating Entity the following:
 - i. Date of the job on the invoice;
 - ii. Job number;
 - iii. Date submitted to HCA by the Coordinating Entity;
 - iv. Amount of payment or reimbursement requested on each invoice;
 - v. The LAP who is requesting payment or reimbursement for each invoice; and

- vi. The reason for any denied or delayed payment for the invoice submitted by the LAP to the Coordinating Entity.

C. Remittance to LAP

All payments will be remitted to the LAP in accordance with [Section 7.3](#).

1. Coordinating Entity

The Coordinating Entity will remit payment to the LAP on the fifth (5th) and twentieth (20th) days of each month. If either the fifth (5th) or the twentieth (20th) day of the month falls on a Saturday, Sunday, or recognized State Holiday, the date for distribution of payment shall be the prior business day if the date falls on a Saturday and the subsequent business day if the date falls on a Sunday or recognized State Holiday. All funds received by the Coordinating Entity from the State on the first (1st) to the fifteenth (15th) calendar day will be remitted to the LAP on the twentieth (20th) day of the same month. All funds received by the Coordinating Entity from the State on the sixteenth (16th) to the last calendar day of the month will be remitted to the LAP on the fifth (5th) day of the following month.

2. Language Agency

The language agency will remit payment to the LAP within seven (7) business days of receiving payment from DSHS.

7.3 Payment Delivery Method

LAPs will have the options of receiving their paychecks directly through the postal service, or by direct deposit, or through another mutually agreed upon process, at no cost to the LAPs.

7.4 Pay Sheets or Pay Stubs

A. All remittances to LAPs will indicate the total deductions per [Article 12](#), Dues and Other Voluntary Deductions and Status Reports, and describe the deductions as “union member dues” or “PEOPLE donation” or “voluntary deduction.”

B. All remittances to LAPs will indicate the total for that remittance and the calendar year-to-date totals of the following items: gross pay, any authorized travel reimbursements, per Section 6.8, and any deductions per [Article 12](#), Dues and Other Voluntary Deductions and Status Reports.

7.5 Overpayment Collection Process

A. For an Overpayment of Two Hundred Dollars (\$200.00) or less

1. When the State or its third party contractor(s) determines that an LAP has been overpaid, the State or its third party contractor(s) will deduct the overpayment from the subsequent distribution of payment after providing ten (10) business days’ electronic notice

to the LAP of the upcoming deduction. In the event the subsequent distribution of payment is less than the overpayment amount, the amount will be deducted from additional payments to the LAP until the overpayment is recovered.

2. At the time the overpayment is withheld from the payment distribution, the LAP will be supplied with the amount of the overpayment, the job number(s), and a brief comment explaining the basis.

B. For an Overpayment of more than Two Hundred Dollars (\$200.00)

1. When the State or its third party contractor(s) determines that an LAP has been overpaid, the State or its third party contractor(s) will provide electronic notice to the LAP which will include the following items:
 - a. The amount of the overpayment;
 - b. The basis for the assessment of an overpayment;
 - c. The job number(s); and
 - d. The LAP's rights under the terms of this Agreement.

2. Method of Repayment

- a. Within thirty (30) calendar days of receiving the written notice, the LAP must choose whether to pay back the overpayment through deductions of subsequent payments or by a one-time payment made directly to the third party contractor.
- b. Deductions to repay an overpayment amounting to two hundred dollars (\$200.00) or more will take place over the subsequent six (6) pay periods, with equal payments each pay period.
- c. The parties can mutually agree to a shorter period of time to repay the overpayment through deductions.
- d. For overpayments amounting to two hundred dollars (\$200.00) or more, if the LAP fails to choose between a one-time payment or equal payments over six (6) pay periods, the State will authorize its third party contractor(s) to make deductions from the LAP's paycheck in equal payments over six (6) pay periods.
- e. If after eight (8) pay periods since the date of the electronic notice, the overpayment has not been paid in full, the LAP must repay the third party contractor the outstanding overpayment amount by check within thirty (30) calendar days. In the event the LAP does not repay the third party

contractor, the third party contractor may seek other lawful methods to recover the outstanding amount.

C. Appeal Rights

Nothing herein prohibits the Union from grieving the determination or method of the overpayment collection per [Article 8](#), Grievance Procedure of the CBA between the parties.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 The Union and the State 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 State encourage problem resolution between Language Access Providers (LAPs), the State and/or third-parties 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.

8.2 Terms and Requirements

A. Grievance Definition

A grievance is a dispute regarding the meaning or implementation of the provisions of this Agreement. The term “grievant”, as used in this Article, includes the term “grievants”. The Union may not grieve issues outside the scope of this Agreement.

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an LAP or on behalf of a group of LAPs. If the Union does so, it will set forth the name of the LAP(s).

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 State recognized holiday, the last day will be the next day which is not a Saturday, Sunday or State recognized holiday. Transmittal of grievances, appeals, and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in automatic withdrawal of the grievance. Failure by the State 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(s) and Section(s) of the Agreement;
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(s) of the grievant(s); and
7. The name and signature of the union representative.

If known, the Union will specify the State Agency (DCYF, DSHS, or HCA) involved in the grievance; however, exclusion of this information shall not be the basis for dismissal of the grievance.

F. Resolution

If the State 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.

G. Withdrawal

A grievance may be withdrawn at any time.

H. Resubmission

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

I. Consolidation

The State and the Union may mutually agree to consolidate grievances arising out of the same set of facts.

J. 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.

K. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative mediation methods to resolve a grievance. If the parties agree to mediation, the time frames in this Article are suspended. If mediation does not result in a resolution, within fifteen (15) calendar days of the last mediation session, the Union may return to the grievance process and the timeframes resume. Any expenses and fees of mediation will be shared equally by the parties.

The proceedings of any alternative dispute resolution process 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, and may not be construed for any purpose as an admission against interest, unless they are independently admissible.

8.3 Filing and Processing

A. Time Requirements for Filing

A grievance must be filed within forty-five (45) calendar days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence (“the occurrence/knowledge date”). If an LAP chooses to use an informal dispute process of the State’s Coordinating Entity, and the Coordinating Entity’s decision through their informal dispute process is issued more than thirty (30) calendar days from the occurrence/knowledge date, the timeline for filing a grievance shall be extended for fifteen (15) calendar days from when the Coordinating Entity issues a decision. The Union may file a formal written grievance at Step 2 any time while the LAP is using the informal dispute process.

B. Processing

Step 1 – Informal Resolution:

Prior to filing a written grievance, the Union may confer with the State’s designated representative and attempt to resolve the issue informally.

Step 2 – Written Grievance:

If the issue is not resolved informally, the Union may present a written grievance to the OFM State Human Resources Labor Relations Section (LRS) within the timeframe described in [Section 8.3 A](#). The LRS or the State designated representative will meet or confer by telephone with a union steward and/or staff representative and the grievant within twenty (20) calendar days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) calendar 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 the Step 2 response and supporting documentation with the LRS within thirty (30) calendar days of the Union’s receipt of the Step 2 decision. Within fifteen (15) calendar days of the receipt of all the required information, the LRS will discuss with the Union:

1. If a PARM will be scheduled with the LRS designee, the State designated representative, and the Union’s staff representative, to review and attempt to settle the dispute.

2. If the parties are unable to reach agreement to conduct a PARM, the LRS designee will notify the Union in writing that no PARM will be scheduled.

If a PARM is to be scheduled, the meeting will be conducted at a mutually agreeable time. The meeting will be scheduled within thirty (30) calendar days of the receipt of the request.

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, and 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 LRS designee 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) calendar 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; and
 - c. Not make any award that provides an LAP with a greater rate of payment than would have resulted had there been no violation of this Agreement.
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 State 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 shared equally by the parties.
2. If the arbitration hearing is postponed or canceled 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 of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

8.4 Successor Clause

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

ARTICLE 9

UNION-MANAGEMENT COMMITTEES

9.1 Purpose

For the purpose of maintaining communications between the Union and the State in order to cooperatively discuss matters of mutual concern, including but not limited to: implementation of this Agreement and proposed initiatives, rules or policies.

9.2 Meetings

Up to eight (8) Union representatives and up to eight (8) State representatives will participate in union-management committees established under this Article. If agreed to by the parties, additional representatives may be added. The parties are encouraged to select participants for these discussions who are representative of the issues to be discussed, who possess programmatic knowledge, and who bring

to the discussion the authority to make decisions on behalf of the parties. The parties shall meet at least quarterly per fiscal year, unless otherwise mutually agreed. The schedule for the quarterly meetings for the fiscal year will be agreed upon by the parties by June 30 of the previous fiscal year. Meetings should be held at mutually convenient times and locations. The parties shall exchange agendas one (1) week prior to the scheduled meeting. There shall be at least a two (2) week notice for rescheduled meetings.

9.3 Upon mutual agreement, ad hoc union-management committees may be established.

9.4 All of the committee meetings established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The parties are authorized, but not required to document mutual understandings. If topics discussed result in follow-up by either party, communication will be provided by the responsible party. The committees' discussions will not be subject to the grievance procedure in [Article 8, Grievance Procedure](#).

ARTICLE 10

MANDATORY SUBJECTS

10.1 The State will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject as specified in [RCW 41.56.510\(2\)\(c\)](#). The State will notify the Executive Director of the Union, by email to mandatorynotice@wfse.org, of these changes in writing, citing this Article, and the Union may request negotiations on the impact of these changes. In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the notice, the State may implement the changes without further negotiations. There may be emergency or mandated conditions that are outside of the State's control requiring immediate implementation, in which case the State will notify the Union as soon as possible.

10.2 The parties will agree to the location and time for the negotiations. Each party is responsible for choosing its own representatives for these activities.

ARTICLE 11

POLICIES AND REQUESTS FOR INFORMATION

11.1 State Policies

If DCYF, DSHS, or HCA develops policies/guidelines affecting Language Access Providers, the agency will provide the Union with either a hard or electronic copy of these policies/guidelines. DCYF, DSHS, and HCA will provide to the Union any updates to these policies during the term of the Agreement. This Article is not intended to apply to internal personnel guidelines.

11.2 Union Information Requests

- A. The State 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.
- B. The State will acknowledge receipt of the information request and will provide an estimated response date.

ARTICLE 12

DUES AND OTHER VOLUNTARY DEDUCTIONS AND STATUS REPORTS

12.1 Dues and Other Voluntary Deductions

- A. Language Access Providers (LAPs) covered by this Agreement who are contracted through the Coordinating Entity(ies) with which the State contracts may elect to pay membership dues. The Coordinating Entity(ies) will deduct the monthly amount of dues, for LAPs who elect to pay dues.
- B. The State agrees to include in contracts with the Coordinating Entity(ies) a provision for up to two (2) additional voluntary deductions from the payments to LAPs. An authorization for such voluntary deduction(s) must be executed by the LAP and may be revoked by the LAP at any time by giving written notice to the Union.
- C. On a monthly basis, the Union will deliver electronically to the Coordinating Entity(ies) and the State an authorization/revocation list with the following information:
 - 1. LAP name authorizing the deduction(s) or revocation(s);
 - 2. Tax Identification Number or other unique identification number; and
 - 3. Amount to be deducted for each authorized deduction, identified as “Dues”, “Deduction #2” and “Deduction #3”. In the event there are insufficient funds to cover each deduction, Dues will have priority over Deductions #2 and #3, and Deduction #2 will have priority over Deduction #3. Full, partial or no deductions may occur, depending on the amount available from the LAP’s pay.
- D. When providing the State and the Coordinating Entity(ies) with the list of LAPs who have affirmatively authorized the deduction of dues and any other amounts, the Union will include an attestation of the authenticity and accuracy of such list, indicating the Union has received voluntary, affirmative authorization from each individual listed. The State and the Coordinating Entity(ies) shall honor the terms and conditions of each LAP’s signed membership card.

- E. An LAP may revoke their authorization for dues deduction by written notice to the Coordinating Entity(ies) and the Union in accordance with the terms and conditions of their signed membership card. The Coordinating Entity(ies) will cease deducting dues after receipt of confirmation from the Union that the terms of the LAP's signed membership card regarding dues deduction revocation have been met.
- F. Upon request by the State, the Union shall provide the State with proof of an LAP's affirmative authorization for dues deduction. The Union will provide this proof to the State within ten (10) business days, unless the request is for more than twenty-five (25) authorizations, in which case the parties will agree on an appropriate timeframe, which in no case will be longer than thirty (30) days.
- G. On the 20th of each month, deductions will be transmitted to the Union by the Coordinating Entity(ies) in two separate checks, one containing dues deductions and Deduction #3 funds, and one containing Deduction #2 funds. The Coordinating Entity will send these checks to no more than two (2) official Union addresses. For each individual for whom a deduction has been made, the Coordinating Entity(ies) will provide a list accompanying the payment containing the following:
 - 1. Full name of LAP;
 - 2. Home address;
 - 3. Tax Identification Number or other unique identification number; and
 - 4. Total amount of each deduction.
- H. Reimbursement for transportation related expenses will not be subject to dues deductions.

12.2 Notification to the Union

The State will require the Coordinating Entity(ies) to notify the Union electronically when the LAP completes all required paperwork to provide services under this Agreement. The notification to the Union will be provided on the fifth (5th) and twentieth (20th) days of each month. The notification shall include:

- A. Full name of LAP;
- B. Home address;
- C. Cell phone number, if available;
- D. Home phone number, if available;
- E. E-mail address, if available; and

F. Working language(s).

12.3 Status Reports

The State will require its contracts with the Coordinating Entity(ies) to provide to the Union a report each month in an electronic format of the data listed in Subsections A-I below for each LAP in the bargaining unit who was paid through the Coordinating Entity(ies) as described in [Section 12.1](#).

- A. Tax Identification Number or other unique identification number;
- B. LAP name;
- C. Home address;
- D. Email address, if available;
- E. Cell phone number, if available;
- F. Home phone number, if available;
- G. Working language(s);
- H. Total amount of time and dollar amount paid for each month for each modality; and
- I. Total amount deducted for each deduction type.

12.4 For interpreters in the bargaining unit who are paid through other third parties or directly by the State outside the Coordinating Entity, the State will provide to the Union each month:

- A. The payment date;
- B. Vendor name; and
- C. Amount paid.

12.5 Indemnification and Hold Harmless

The Union and each LAP contracted through the Coordinating Entity(ies) agree, for the purpose of payment of union dues or other deductions, to indemnify and hold harmless from liability the State and the Coordinating Entity(ies) (including any agency, officer, executive, employee, contractor or agent thereof) from all claims, demands, causes of action, lawsuits or other forms of liability (civil, administrative or otherwise) that may arise for or on account of any deduction made in accordance with this Article from the pay of such LAP or in the administration of benefits or expenditures by the Union from the deductions. These indemnification and hold harmless provisions also apply to any beneficiary, assign or successor in interest of the Union or an LAP.

12.6 Monthly Reports

The State will make available monthly reports delineating the number of encounters covered and the total dollars that were paid through the Coordinating Entity(ies) for DCYF, DSHS, and HCA. The monthly report will be made available by the end of the subsequent month. The parties can mutually agree to adjust these reports on an as-needed basis. Electronic posting on a State website only meets the requirements of this Article if the State concurrently notifies the Union in writing (or email) of the posting.

ARTICLE 13 STATE RIGHTS

- 13.1** It is understood and agreed by the parties that the State has core management rights. Except to the extent modified by this Agreement, the State reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the State, and the State has the right to decide and implement its decisions regarding such management rights. Unless otherwise revised by statute, the mandatory subjects of bargaining between the parties shall be limited solely to the subjects identified in [RCW 41.56.510\(2\)\(c\)](#), which includes a reference to the collective bargaining definition in [RCW 41.56.030\(4\)](#).

The parties acknowledge that the mandatory subjects of bargaining identified in [RCW 41.56.510\(2\)\(c\)](#) are the only subjects the parties are authorized to bargain, unless otherwise revised by statute.

13.2 Rights Reserved to the State

The rights reserved solely to the State, its agents and officials and to the extent these rights may be limited by other provisions of this Agreement as expressly provided herein include, but are not limited to the right:

- A. To operate so as to carry out the statutory mandates of the State;
- B. To establish the State's missions, programs, objectives, activities and priorities within the statutory mandates;
- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State's missions, programs, objectives, activities and priorities; however, this paragraph shall not be interpreted to limit the Union's right to advocate for issues including, but not limited to budget allocations or programmatic changes that may be different from what the State may propose;
- D. To manage, direct and control all of the State's activities to deliver programs and services;

- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out;
- F. To establish qualifications of Language Access Providers and reasonable standards of accountability, except as otherwise limited by this Agreement;
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations or corporations to pay them for services rendered or furnished;
- H. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement;
- I. To extend, limit or contract out any or all services and/or programs of the State, except as otherwise limited under [Article 10](#), Mandatory Subjects, and specific to contracting out of bargaining unit work;
- J. To take whatever actions the State deems necessary to carry out services in an emergency. The State shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;
- K. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the State's ability to provide services;
- L. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken; and
- M. To maintain and promote the efficiency of public operations entrusted to the State.

13.3 The above enumerations of State rights are not inclusive and do not exclude other State rights not specified including, but not limited to those duties, obligations or authority provided under federal or state law and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the State shall not be construed to mean that any right of the State is waived.

13.4 No action taken by the State with respect to a management right shall be subject to a grievance or arbitration procedure unless the exercise thereof violates an express written provision of this Agreement.

13.5 Fulfillment of Statutory Obligation

As provided under [RCW 41.56.510\(5\)\(b\)](#), this Agreement expressly reserves:

The legislature’s right to make programmatic modifications to the delivery of state services.

Nothing contained in this Agreement shall be construed as to subtract from, modify or otherwise diminish these rights in any manner.

**ARTICLE 14
COMPLETE AGREEMENT**

14.1 The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties and constitutes the entire Agreement between the parties.

14.2 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral or written statement shall add to or supersede any of its provisions unless mutually agreed to by the parties and as otherwise provided for in this Agreement.

**ARTICLE 15
SAVINGS CLAUSE**

15.1 This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by federal or state court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

15.2 In the event of such invalidation, the parties shall meet within thirty (30) days to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

**ARTICLE 16
COMPLIANCE WITH FEDERAL REGULATIONS**

If any part of this Agreement is found to be in conflict with federal requirements that are a prescribed condition to the allocation of federal funds to the State, the conflicting part of this Agreement is inoperative solely to the extent of the conflict.

In the event of such conflict, the parties shall meet within thirty (30) days to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 17
TERM OF AGREEMENT

- 17.1** All provisions of this Agreement will become effective July 1, 2021, and will remain in full force and effect through June 30, 2023; however, if this Agreement expires while negotiations between the Union and the State 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.
- 17.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2022, and no later than February 28, 2022. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

**A. MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON FEDERATION OF STATE EMPLOYEES
AND
STATE OF WASHINGTON**

Process for Feedback about Services Provided by Language Access Providers

The Health Care Authority welcomes input from the Union to improve the process of comments about services provided by Language Access Providers (LAPs). This input includes, but is not limited to, how LAPs and the Union are notified of feedback made to Coordinating Entity(ies) regarding services provided by LAPs. This MOU shall not be subject to the grievance process in this Agreement.

This MOU will be in effect from July 1, 2021 to June 30, 2023.

For the State:

For the Union:

/s/	8/10/2020	/s/	8/10/2020
_____	_____	_____	_____
Valerie Inforzato	Date	Rod Palmquist	Date

**B. MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

**Language Access Providers Bargaining Unit
Social Service Appointment Mileage Pilot**

The parties agree to a Social Service Appointment Mileage Pilot that will be implemented during the term of this Agreement. The purpose of the pilot is to increase language access, and to increase the use of the more cost-effective coordinating entity procurement process instead of the language agencies contracted by the Department of Enterprise Services.

- A. Effective July 1, 2021, DCYF and DSHS will pay Language Access Providers' (LAPs) mileage when the following criteria are met:
 - 1. The LAP travels from their home or place of business to a social service appointment, from one social service appointment to another, or from a social service appointment to their home or place of business, and the travel is more than twenty (20) miles one way; and
 - 2. The LAP submits a complete request for mileage reimbursement.
- B. The travel premium applies for travel beyond the first twenty (20) miles one way and is paid according to the OFM-approved mileage rate.
- C. Mileage distance calculations will be determined by the Coordinating Entity(ies) using an HCA-approved web-based mapping service.
- D. The travel premium paid by DCYF and DSHS during the term of this Agreement is capped at fifty thousand dollars (\$50,000) for SFY 2022 and fifty thousand dollars (\$50,000) for SFY 2023.
- E. By January 31, 2022 the State will review the data associated with this pilot, to determine if this pilot reduces the State's use of the more costly DES-contracted language agencies. The State will look at fill rate data by language and geographic area for social service appointments as part of this review.
- F. While the pilot is active, the State will share the data analysis with the Union quarterly during Union-Management Communication meetings. The parties agree that the pilot status, outcomes, and issues or concerns about the pilot may be addressed at Union-Management Committee meetings.
- G. If the annual cap is reached, the State will notify the Union and will immediately send an email to all bargaining unit members regarding the exhaustion of funds for

**C. MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

**Language Access Providers Bargaining Unit
Health and Welfare Benefits and Tiered Payments Workgroup**

[RCW 41.56.510](#), as amended by HB 2691 on April 2, 2020, added health and welfare benefits, tiered payments, and other economic matters to the scope of bargaining for the LAP bargaining unit. The scope of bargaining includes: (i) economic compensation, such as the manner and rate of payments, including tiered payments; (ii) professional development and training; (iii) labor-management committees; (iv) grievance procedures; (v) health and welfare benefits; and (vii) other economic matters.

The parties agree that from July through December 2021, the Union and the three State Agencies, DCYF, DSHS and HCA, will meet as a workgroup remotely, one time per month, unless otherwise mutually agreed, on mutually agreeable dates and times. The objective of these meetings is for the parties to study, explore, and discuss potential structuring/frameworks for health and welfare benefits and tiered payments. The workgroup will not engage in recommendations, bargaining, proposals, or agreements, which are reserved for 23-25 CBA negotiations.

This MOU is not subject to the grievance process in the CBA.

Effective: July 1, 2021 through the date of the parties' last meeting or March 31, 2022, whichever date is earlier.

For the State:

For the Union:

/s/	8/21/2020	/s/	8/21/2020
_____ Valerie Inforzato	_____ Date	_____ Rod Palmquist	_____ Date

**D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

**Language Access Providers Bargaining Unit
COVID-19 Health and Safety Emergency Provisions for LAP Appointments**

The parties agree to this Memorandum of Understanding (MOU), between the State of Washington (State) and the Washington Federation of State Employees (WFSE/Union), which sets forth health and safety protocols for the Department of Children, Youth, and Families (DCYF), the Department of Social and Health Services (DSHS), and the Health Care Authority (HCA) in response to the COVID-19 state of emergency, as declared by the Governor’s February 29, 2020 Proclamation.

These emergency actions address health and safety concerns in connection with interpreter services provided by the Language Access Providers (LAPs) and are implemented for the protection of the health and safety of LAPs, as well as patients, social service clients, healthcare and agency providers, agency staff and the general public. These measures also serve to maintain continuity of social service and Medicaid appointments.

For DCYF (emergency provisions began on April 8, 2020):

- DCYF recognizes the urgent need for interpreters to practice social distancing and when possible, to limit face-to-face appointments for their safety and the safety of our staff and the public.
- DCYF is making the following changes immediately as interim emergency steps:
 - o In the notes section of the appointment, DCYF staff will indicate if the interpretation can occur over the telephone or via other technology-based systems. In-person interpretation may still need to occur.
 - o DCYF will list instructions on how to join the meeting/appointment and will be responsible to troubleshoot all technology issues.
 - o DCYF will considers these appointments to be “in-person” and all in-person rates and other requirements in the CBA will be followed.
 - o DCYF will notify DCYF staff of these changes and is working with Universal on a message to interpreters who have traditionally accepted DCYF appointments.

For DSHS (emergency provisions began on April 22, 2020 with a modification on July 24, 2020):

- 4/22/2020: Telephone or video technology could be used where in-person appointments would otherwise be used if not for the COVID-19 pandemic.
- 7/24/2020: In-person appointments conducted by telephone or video technology would be treated in all respects like in-person appointments, per the CBA. Block appointments would continue only as in-person and are not subject to this MOU.

[State's notation dated April 30, 2022: The HCA provisions ended on April 30, 2022, per HCA's notification to the Union on March 29, 2022](#)

~~For HCA (emergency provisions began on March 30, 2020 with a modification on April 9, 2020):~~

- ~~• The substitution of OPI (over the phone interpreting) or web-based conferencing (audio or video) for in-person interpreting appointments, unless an extraordinary circumstance warrants otherwise or there is another reasonable basis for an in-person interpreting appointment to occur as determined by the medical provider.~~
- ~~• Requiring that Medicaid providers request LAPs using the standard scheduling process through the Coordinating Entity, Universal Language Service (ULS) and:
 - ~~○ Initiate OPI HIPAA secure communication with the patient, LAP, and themselves.~~
 - ~~○ Provide any web-based conferencing appointment link information in the "Notes to Interpreter" section via the provider/interpreter portal, via the Coordinating Entity's platform.~~
 - ~~○ Communicate appointment confidentiality and privacy protocols.~~~~
- ~~• LAPs are expected to maintain a private, professional environment for OPI and web-based conferencing appointments, similar to what is expected in a medical facility for confidentiality, privacy, and conduct, and:
 - ~~○ Will review the "Notes to Interpreter" section for each job immediately upon accepting it and return any unwanted jobs as soon as possible;~~
 - ~~○ For any questions or technical assistance to access an OPI appointment, the LAP may communicate with the Coordinating Entity; and~~
 - ~~○ For any questions or technical assistance to access web-based conferencing appointment, the LAP may communicate with the medical provider (HCA authorizes this communication as an exception).~~~~
- ~~• Follow the CBA's in-person interpreting rate of pay, minimum times, and other in-person provisions for OPI and web-based conferencing appointments.~~

These emergency provisions are also in accordance with the parties' 2019-2021 Collective Bargaining Agreement (CBA), Article 13, State's Rights, Section 13.2 J: "To take whatever actions the State deems necessary to carry out services in an emergency."

These health and safety emergency provisions will continue at each agency until the agency determines the emergency provisions can be safely ended. This MOU is subject to modifications by each agency, with notification to the Union and per amendment of this MOU by agreement between the State and the Union. These modifications are also subject to emergency immediate implementation provisions and mandatory subject notice provisions, per Article 10.

Because of uncertainties in when these provisions can be safely ended, these provisions may continue beyond the term of the parties' 19-21 CBA. The parties agree that if this MOU is continued by an agency(ies) beyond the term of the 19-21 CBA, ending on June 30, 2021, the MOU provisions for the agency(ies) will be appended to the next 21-23 CBA.

An agency's obligations per this MOU will remain in effect until fourteen (14) calendar days following the agency's email notification to the Union that the emergency provisions have ended, removing these MOU provisions. A longer notice period may be provided before termination of an agency's MOU provisions.

Dated August 21, 2020

For the Employer

/s/

Valerie Inforzato, Labor Negotiator
OFM/State HR/Labor Relations Section

For the Union

/s/

Rod Palmquist, Special Projects Coordinator
Washington Federation of State Employees

The following 2021-2023 bargaining team members were integral in reaching final agreement:

For the Washington Federation of State Employees

Alfonso Bautista Jr.
Arnulfo Ramirez
Barbara Robertson
Gabriel Oseguera
Leroy Mould
Maria Del Carmen Canales Arteaga
Masuood Muhammed
Norma Verduzco
Quan Tran
Sarah McConahy Ziemer
Sixta Castillo

For the State of Washington

Bev Yokoyama, DCYF
Stacy Winokur, DCYF
Carolyn Cole, DSHS
Elena Safariants, DSHS
Huan Nguyen, DSHS
Kelly Rupert, DSHS
Anthony Pheasant, HCA
Jason McGill, HCA
Kathy Templet, HCA
Lara Stambaugh, HCA