

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

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

EFFECTIVE

JULY 1, ~~2023~~2025 THROUGH JUNE 30, ~~2025~~2027



~~2023~~2025-
~~2025~~2027

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

~~2023~~2025-~~2025~~2027

[Placeholder](#)

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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 [to ensure high quality language access that for individuals with limited English proficiency \(LEP\) consistent with applicable statutes for each Agency](#)~~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 \(LAPs\) for the following state Agencies:](#)
 - [Department of Children, Youth, and Families \(DCYF\) appointments;](#)
 - [Department of Social and Health Services \(DSHS\) appointments;](#)
 - [Health Care Authority \(HCA\) – Medicaid Enrollee appointments; and](#)
 - ~~• [Department of Labor and Industries \(L&I\) – Injured workers and crime victims receiving medical and vocational services from authorized providers encounters.](#)~~
 - ~~• [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~~[CBA](#).

ARTICLE 1 UNION RECOGNITION

1.1 Recognition

The Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO (Union) 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~~ within the statutory definition in RCW 41.56.030(11).

This ~~Agreement~~ CBA 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 /State Human Resources/Labor Relations & Compensation Policy Section (OFM/SHR/LRS) website.
- B. The ~~State~~ Department of Enterprise Services (DES) will post the OFM/SHR/LRS webpage address to the current ~~Agreement~~ CBA on the ~~Department of Enterprise Services (DES)~~ webpage that contains information on vendor contracts impacted by this ~~Agreement~~ CBA.
- C. Coordinating Entities will post the OFM/SHR/LRS webpage link to the current ~~Agreement~~ CBA on the webpage that is the primary interpreter access point.

ARTICLE 2 NON-DISCRIMINATION

2.1 The State/Agencies and the Union are committed to a policy of non-discrimination. The State/Agencies 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 Coordinating Entities/third parties and/or ~~State~~ aAgency representatives to select and/or contract with any ~~Language Access Provider~~ LAP based on the specific needs of ~~the client~~ an individual with ~~limited English proficiency~~ LEP.

ARTICLE 3 UNION RIGHTS

- 3.1 The State/Agencies shall remain neutral on the question of union membership and union representation for ~~Language Access Providers (LAPs)~~. All questions addressed to the State/Agencies concerning membership or representation by the Union will be referred to the Union. The State/Agencies shall make union neutrality part of its contract terms with Coordinating Entities who deliver services established by this ~~Agreement~~CBA.
- 3.2 The State/Agencies shall not meet, discuss, confer, subsidize or negotiate with any other labor or ~~language access provider~~ LAP organization or its representatives on matters relating to the bargaining unit specified in RCW 41.56.510(2)(a)(i).
- 3.3 The State/Agencies 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~~CBA 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/~~A~~agency receiving the request shall notify the Union of public records requests for the following identifying information of LAPs covered by this ~~Agreement~~CBA, as defined in RCW 41.56.030(11) and as provided to the State/Agencies and/or Coordinating Entities by the LAP: residential/business/ mailing address, telephone numbers, email addresses, and dates of birth. The State/~~A~~agencyies 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~~Agencies 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 and L&I authorized Medical and Vocational Providers

After approval by the Union and the ~~State~~Agency, the ~~State or its~~Coordinating Entities will annually distribute to Medicaid medical providers and L&I authorized Medical and Vocational 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 interpreting modalities (in-person interpreting [IPI], over-the-phone interpreting – [OPI], or video remote interpreting [VRI] ~~interpreting~~ options available, as defined in Subsection 6.1-2 A of this CBA; for Medicaid enrollee appointments and as defined in Section 6.3 A for L&I medical and vocational services) available to authorized requestors; and information about the interpreting modalities; and
- 6. Suggestions on how to work with LAPs.

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

After approval by the Union ~~and the State~~, the ~~State~~Agencies 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~~in this ~~Agreement~~CBA;
- 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 LAPs; and
6. A reminder for ~~DCYF and DSHS~~ the Agency's employees to schedule appointments through the Coordinating Entity(ies).

4.4 Interpreter Advisory Group (IAG)

- A. The parties to this ~~Agreement~~ CBA agree to maintain a volunteer ~~Interpreter Advisory Group~~ IAG 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~~ fifteen (~~18~~ 15) member ~~Advisory Group~~ IAG 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~~ CBA; and
 9. ~~Two~~ One (~~2~~ 1) representatives from ~~the DSHS Language Testing and Certification program (LTC).~~
- C. An ~~Advisory Group~~ IAG meeting shall be scheduled a minimum of one (1) time per every four (4) months, or as otherwise agreed by the Union and the LTC Chair via email. Meetings for the year will be scheduled by June 30 of each fiscal year. The recommended months for the three (3) meetings each fiscal year are January, May, and September. The recommended duration for each meeting is sixty (60) minutes. The Union and the LTC Chair or designee may agree to other months for the

three (3) meetings or durations. The parties may agree to conclude the meeting earlier or later than the scheduled end time.

- D. The meetings will be facilitated by LTC.
- E. LTC will send an email to the Union and the Agencies requesting topics for the meeting agenda twenty (20) calendar days prior to the scheduled meeting. The LTC email and any reply or other emails about the meeting will use the subject line “State-WFSE-LAP ~~Interpreter Group Advisory~~ IAG Meeting Agenda” with an email copy to the Agencies/Union and dshsct@dshs.wa.gov. The Union and the Agencies will provide its requested topics for the meeting agenda by reply email to LTC (as provided in the preceding sentence) at least ten (10) calendar days prior to the scheduled meeting. If there are no topics provided by the Union and the Agencies by the ten (10) calendar days, the meeting ~~may~~ will be canceled. The agenda would only include subjects that are specific to LTC.
- F. At least one member of every subcommittee of the ~~Interpreter Advisory Group~~ IAG shall be a Union representative.

4.5 **Orientation for DSHS ~~Language Testing and Certification~~ LTC 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~~ DSHS 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 [reference to an online union orientation](#), and a one (1) page brochure outlining information about the Union and this ~~Agreement~~ CBA 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~~ CBA, 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/~~encounter~~ work order form and that shall be the only basis for payment by the ~~State Agencies~~ 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-Block appointments-Appointments~~ that list:
1. DCYF or DSHS worker;
 2. Name of each ~~client~~individual with LEP;
 3. Type of service;
 4. Start and end time for each ~~client~~individual with LEP;
 5. Start and end time of the ~~block-Block appointment~~Appointment; and
 6. Modality (~~in-person~~IPI, ~~video—remote~~OPI, ~~or—over—the—phone~~interpretingVRI 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.~~

Pre-Acceptance of Appointment/Encounter Information Provided to LAPs (Job Offer)

LAPs will have electronic capabilities to view the following information prior to accepting an appointment/encounter:

- A. Date of service;
- B. Language;
- C. Scheduled start and end times;
- D. Total time of appointment/encounter;
- E. Name of provider/clinic, when applicable to the Agency, including department, suite number, and/or other specific identifying information;
- F. Street address of the appointment/encounter's location;
- G. Indication of appointment/encounter type and agency (i.e. medical, social services, or vocational and DCYF, DSHS, HCA, or L&I);
- H. Modality of appointment/encounter (i.e. IPI, OPI, or VRI);
- I. For L&I: Name of Insurer (L&I; crime victims compensation; or self-insured employer and, when applicable, third party administrator).

5.3 Post-Acceptance of Appointment/Encounter Information Provided to LAPs (Work Order)

LAPs will have electronic capabilities to view ~~a scheduled appointment, to include~~ the following information after accepting an appointment/encounter:

- ~~A.~~ A. Date of service;
- B. Name of individual with LEP, if the name is available;
- C. Language;
- ~~B~~D. Scheduled start and end times;
- ~~C~~E. Total time of appointment/encounter;
- ~~D~~F. Actual start and end times;
- ~~E~~G. Total anticipated payable (or billable) service amount;
- ~~F~~H. Authorized reimbursable expense(s), if any;

- ~~G~~I. Name of provider/clinic, when applicable to the Agency including department, suite number, and/or other specific identifying information;
- ~~H~~J. Street address of the appointment/encounter's location;
- ~~I~~K. Indication of appointment/encounter type and agency (i.e. medical, ~~or~~ social services, or vocational and DCYF, DSHS, ~~or~~ HCA or L&I); and
- ~~J~~L. Modality of appointment/encounter (i.e. ~~in-person~~ IPI, ~~video-remote~~ OPI, or ~~over the phone interpreting~~ VRI).

5.4 Post-completion of Appointment/Encounter Information Provided to LAPs (Invoice)

LAPs will have electronic capabilities to view the following information after completing an appointment/encounter:

- A. Date of service;
- B. Name of individual with LEP, if the name is available;
- C. Language;
- D. Scheduled start and end times;
- E. Total time of appointment/encounter;
- F. Actual start and end times;
- G. Total payable (or billable) service (time) amount;
- H. Authorized reimbursable expense(s), if any;
- I. Name of provider/clinic, when applicable to the Agency, including department, suite number, and/or other specific identifying information;
- J. Street address of the appointment/encounter's location;
- K. Indication of appointment/encounter type and agency (i.e. medical, social services, or vocational and DCYF, DSHS, HCA, or L&I);
- L. Modality of appointment (i.e. IPI, OPI, or VRI);
- M. Job identifier;
- N. Rate of compensation;
- O. Authorized personnel's signature (time verification for paper invoices);

P. Invoice status (billed, approved, paid, etc.); and

Q. For L&I: Name of Insurer (L&I; crime victims compensation; or self-insured employer and, when applicable, third party administrator).

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

5.56 In order for the LAP to fully prepare for the appointment/encounter, 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 DCYF or DSHS home or other Agency-authorized field visits will include a field contact phone number, for the State-Agency's employee who will be present, if available, that may be used for the purpose of this appointment/encounter only.

5.67 Work Orders with Incomplete Times

A. For DCYF, DSHS, and HCA Medicaid Enrollee Appointments

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.

B. For L&I Encounters

LAPs must check in and out electronically using the Coordinating Entity's app to ensure the interpretation time is accurately captured. The Coordinating Entity may request additional information from the requestor to validate the interpretation services.

C. General Application

If an authorized requestor does not respond to the Coordinating Entity's notification of an incomplete work order or request to validate the interpreter services 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-Agency 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.

5.78 Disputed Times on Work Order

A. 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/encounter, 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/[encounter](#) start and end times.

~~5.8B. The electronic work order form completed by the authorized requestor will be the basis for payment. However, w~~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~~[CBA](#).

5.9 Background Checks

Before providing interpreter services under this ~~Agreement~~[CBA](#) and annually thereafter, the LAP will submit to a criminal history background check conducted by the Coordinating Entities or provide a copy of a recent background check per WAC 388-03-162 ("[...before your certification or authorization status expires, you need to submit ...a criminal background check by following the procedures on the LTC website...](#)") to the Coordinating Entities. The LAP will not pay more than the actual costs to conduct the background check. The Coordinating Entities will provide an electronic notification of expiration to the LAP at least ~~seven-thirty (730) business-calendar~~ days prior to the expiration of the background check.

ARTICLE 6 ECONOMIC COMPENSATION

6.1 [DCYF, DSHS, and HCA Medicaid Enrollee Definitions](#)

- A. In-person interpreting (IPI) appointments are defined as appointments where a Language Access Provider (LAP) provides interpreter services face to face for ~~a specific patient(s) or client(s)~~ [individuals with Limited English Proficiency \(LEP\)](#). This excludes Block Appointments, as defined in the next Subsection [6.1B](#).
- B. Block Appointments are defined as in-person DCYF or DSHS appointments scheduled on-site for a specific time period rather than for a [specific individuals with LEP](#)~~specific patient(s) or client(s)~~.
- C. Over-the-phone interpreting (OPI) appointments are defined as appointments where [an](#) LAP provides interpreter services via a [phone or](#) call system for [a individuals with LEP](#)~~specific patient(s) or client(s)~~ and excludes Block Appointments.
- D. Video remote interpreting (VRI) appointments are defined as appointments where [an](#) LAP provides services via visual/video technology for [individuals with LEP](#)~~specific patient(s) or client(s)~~ and excludes Block Appointments
- E. ~~A~~ HCA Medicaid Enrollee Family Member Appointment (FMA) definition and provisions are set forth in [Section 6.9](#), HCA Medicaid Enrollee Family Member Appointments.

6.2 Base Rates of Pay

A. DCYF, DSHS, and HCA Medicaid Enrollee IPI Appointments and HCA Medicaid FMA Appointments

1. Effective July 1, 2025, LAPs will be paid a minimum of forty-nine dollars and twenty cents (\$49.20) per hour
2. Effective July 1, 2026, LAPs will be paid a minimum of fifty dollars and sixty cents (\$50.60) per hour.

~~LAPs covered by this Agreement who are contracted for IPI or FMA appointments for spoken language interpreter services will be paid a minimum of forty-six dollars and nine cents (\$46.09) per hour effective July 1, 2023, and a minimum of forty-seven dollars and forty-seven cents (\$47.47) per hour effective July 1, 2024.~~

These IPI rates include:

- ~~• A 2023-2025 biennium compensation increase;~~
- The mileage that was incorporated into the IPI base rate as part of the 2015-2017 Collective Bargaining Agreement; and
- A contribution towards LAPs' health and welfare expenses, in recognition of LAPs having a variety of health and welfare plans and expenses and in compliance with RCW 41.56.510 (2) (c).

B. DCYF and DSHS Block Appointments

For DCYF and DSHS Block Appointments ~~appointments~~ (which are only in-person);

1. Effective July 1, 2025, LAPs will be paid a minimum of thirty-two eight dollars and eighty six cents (\$328.8600) per hour
2. Effective July 1, 2023/2026, and LAP will be paid a minimum of thirty-three forty dollars and eighty five cents (\$3340.8500) per hour effective July 1, 2024.

C. DCYF, DSHS and HCA Medicaid Enrollee OPI and VRI Appointments (not applicable to DCYF or DSHS Block Appointments) Telephonic and Video Remote Interpreting Services

~~LAPs who provide services outside of facility or Block Appointments:~~

- ~~1. For OPI services: Effective July 1, 2025, LAPs will be paid a minimum of sixty-six seventy cents (\$0.6670) per minute for OPI appointments effective July 1, 2023 and sixty-eight~~

Effective July 1, 2026, LAPs will be paid a minimum of seventy-two cents (\$0.6872) per minute, effective July 1, 2024; and

- 2. ~~For VRI services: Effective July 1, 2025, LAPs will be paid a minimum of three dollars and thirty-eight cents (\$3.1838) per minute for the first ten (10) minutes of the appointment, effective July 1, 2023 and LAPs will be paid sixty-eight cents (\$0.68) per minute for every minute thereafter for VRI appointments.~~

Effective July 1, 2026, LAPs will be paid a minimum of three dollars and twenty-eight cents (\$3.2845) per minute effective July 1, 2024 for the first ten (10) minutes of the appointment, and sixty-four cents (\$0.64) per minute effective July 1, 2023 and LAPs will be paid sixty-six cents (\$0.6670) per minute effective July 1, 2024 for every minute thereafter.

- 3. These OPI and VRI rates include:
 - ~~• A 2023-2025 biennium compensation increase; and~~
 - A contribution towards LAPs’ health and welfare expenses, in recognition of LAPs having a variety of health and welfare plans and expenses and in compliance with RCW 41.56.510 (2) (c).

D. Social Service IPI Appointment Premium
~~In-person PI 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. DCYF, DSHS, and HCA Medicaid Enrollee Appointment Times

1. Minimums/Durations

- a. ~~1.~~ For IPI appointments scheduled for HCA authorized requestors, with the exception of FMAs as set forth in Section 6.9: An LAP will be paid for a minimum of one (1) hour for each completed appointment, regardless of the number of individuals~~clients~~ with limited English proficient (LEP) present and served during each appointment.
- b. ~~2.~~ For IPI appointments scheduled for DCYF or DSHS: An LAP will be paid for a minimum of ninety (90) minutes for each IPI appointment, regardless of the number of individuals~~clients~~ with LEP present and served during each appointment.
- c. ~~3.~~ For a family member appointment (FMA), provisions are set forth in Section 6.9 of this Article.

- d. ~~4.~~ 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.
- e. ~~5.~~ 5.—IPI, FMA, 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.
- f. ~~6.~~ 6.—An LAP will be paid a minimum of ~~three-five (35)~~ three-five (35) minutes when they provide ~~interpreting-OPI services via telephonic technologies,~~ and a minimum of ~~ten-fifteen (1015)~~ ten-fifteen (1015) minutes when they provide ~~interpreting-VRI services via video remote technologies (VRI).~~ When an LAP provides ~~telephonic or video remote interpreting~~ OPI or VRI 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.
- g. —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.

2. ~~B.~~ 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~~ individuals with LEP, 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.B.~~ DCYF and DSHS 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 DCYF, DSHS, and HCA Medicaid Enrollee Refusal of Services

If the LAP arrives for the appointment and a ~~patient/client~~ individual(s) with LEP or an 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 DCYF, DSHS, and HCA Medicaid Enrollee No-shows and Cancellations (Excluding OPI, VRI and FMA Appointments)

- A. If a ~~client/patient~~ individual (s) 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 Agency, or a Coordinating Entity third ~~parties~~ party, 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 6.3 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 Agency, or Coordinating Entity/third ~~parties~~ party, 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 6.3 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 (FMA) 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. DCYF, DSHS and HCA Medicaid Enrollee Early Completion-If an appointment ends earlier than the originally scheduled ~~time~~ appointment length, 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 and fifty thousand dollars (~~\$100~~ 150,000) per fiscal year for each year of this ~~Agreement~~ CBA. The payment minimums described in Section 6.3 continue to apply.

6.6 DCYF, DSHS and HCA Medicaid Enrollee 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 based on the check-in and check-out times and in accordance with the applicable rate(s) in this ~~Article~~ Section 6.2.

6.7 DCYF, DSHS, and HCA Medicaid Enrollee 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/~~third party 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 above](#).

6.8 DCYF, DSHS, and HCA Medicaid Enrollee 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 IPI or FMA appointment will be reimbursed upon submission of a receipt at the time the appointment is approved by the LAP for submission to the Coordinating ~~Entity~~ Entity for payment. Reimbursements claimed will be for the sole purpose of providing services to DCYF, DSHS or HCA ~~clients~~ individuals with LEP/Medicaid eligible patients/clients. Block Appointments are excluded from these reimbursements.

6.9 HCA Medicaid Enrollee Family Member Appointments (FMA)

- A. An HCA Medicaid enrollee FMA 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 (1) interpreter to service all the appointments. FMA appointments may be scheduled under any of the three modalities (IPI, OPI, or VRI)
- B. Each family member must have a separate appointment and its own unique identifier (job number).
- C. Each appointment must be linked within the series, allowing the LAP ability to identify linked appointments.
- D. The LAP must accept all family member appointments in the series.
- E. 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 (1) hour, whichever is greater.
- F. At no time will an LAP be paid twice for the same time period.
- G. 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.
- H. If an LAP accepts an appointment 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.

- I. If an authorized requestor for an appointment 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 Agency~~, ~~third parties~~, or the Coordinating ~~Entities~~Entity/third party, 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 6.3 will apply. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
- J. If an authorized requestor for an appointment 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 Agency~~, ~~third parties~~, or the Coordinating ~~Entities~~Entity/third party, an 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~~ Section 6.3 and 6.5 will apply. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
- K. The twenty-four (24) hours for determining cancelled appointments shall not include weekends or state recognized holidays.
- L. Each FMA is billed separately and based on the check-in and check-out times and in accordance with the applicable rate(s) in this Article.

6.10 Labor and Industries Base Rates of Pay

- A. Effective July 1, 2025, the FY25 Agency Interpreter Service Fee Schedule for IPI, OPI and VRI rates will be increased three and one-half percent (3.5%). (See Appendix B-1)
- B. Effective July 1, 2026, the FY26 Agency Interpreter Service Fee Schedule IPI, OPI and VRI rates will be increased three percent (3%). (See Appendix B-2)

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 Agency
 - 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~~-HCA 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~~-HCA'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~~-HCA'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~~-HCA'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 an~~ State's Agency'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.

4. L&I

Per RCW 51.36.080, the insurer has sixty (60) days to pay for properly billed services on approved workers' compensation claims. If the fees are determined not allowable, the Coordinating Entity will be required to bill the provider / requester for the services.

C. Remittance to LAP

1. Re: DCYF, DSHS, and HCA

All payments will be remitted to the LAP in accordance with Section 7.3.

† :a 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.~~ b.

Language Agency

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

2. Re: L&I

The Coordinating Entity must distribute all payments to LAPs

(partial or full) within fifteen (15) days of receiving payment from

L&I, the self-insured employers or their TPAs, the Crime Victims

Compensation Program, or the requestor.

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.

C. Each remittance will include the total hours worked; a list of invoices paid by the remittance; and any workers’ compensation deductions.

7.5 Overpayment Collection Process

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

1. When ~~the an State Agency~~ or ~~its the Coordinating Entity~~ / third party contractor(s) determines that an LAP has been overpaid, the ~~State Agency~~ or ~~its the Coordinating Entity~~ / 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~~ the Coordinating Entity / third party contractor(s) determines that an LAP has been overpaid, the State or ~~its~~ the Coordinating Entity / 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 Coordinating Entity / 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 Agency~~ will authorize ~~its~~ the Coordinating Entity / 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 Coordinating Entity / 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/[Agencies](#) and/or [Coordinating Entities](#)/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 an automatic withdrawal of the grievance. Failure by the State or an Agency 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 so that the grievance can be processed in a timely and efficient manner:

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~~CBA;
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~~ or L&I) involved in the grievance; however, exclusion of this information shall not be the basis for dismissal of the grievance.

F. Resolution

If the State/Agency 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 or Agency 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.

L. Meeting Platforms

Participants at meetings referenced in this Article may attend in-person and/or via remote platforms, such as by telephone or web conferencing, at each of the participant’s preference.

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 a 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 or Agency’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 applicable Agency’s LAP labor relations point of contact within the time frame described in [Section 8.3 A](#). The Agency or the Agency’s designated representative will meet 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 **OFM State Human Resources Labor Relations Section (OFM/SHR/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:

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

1. If a PARM is to be scheduled with the OFM/SHR/LRS designee, the Agency's or each Agency's (if multiple agencies are involved in the grievance) 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~~CBA;
 - 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~~CBA.
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 via a meeting, 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/Agency 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~~CBA will be processed to completion in accordance with the provisions of this ~~Agreement~~CBA.

ARTICLE 9

UNION-MANAGEMENT COMMITTEES

9.1 Purpose

Union-Management Committees (UMCs) are ~~F~~for the purpose of maintaining communications between the Union and the ~~State~~Agencies in order to cooperatively discuss matters of mutual concern, including but not limited to: implementation of this ~~Agreement~~CBA and proposed initiatives, rules or policies.

9.2 UMC Meetings

Up to ~~eight~~twelve (12) Union representatives and up to ~~eight~~twelve (12) ~~State~~total representatives for the four Agencies 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

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

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~~additional ~~union-management committees~~UMC meeting ~~may~~will be established for an individual Agency or any combination of the four Agencies.

9.4 All of the ~~committee~~UMC 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~~CBA. 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/Agency 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/Agency will notify the Executive Director of the Union, by email to mandatorynotice@wfse.org, of these changes in writing, citing this Article.

10.2 The Union may request negotiations by submitting a demand to bargain to the ~~Office of Financial Management / State Human Resources / Labor Relations & Compensation Policy Section~~ (OFM/SHR/LRS), to labor.relations@ofm.wa.gov, on the impact of the changes within twenty-one (21) calendar days of receipt of the State/Agency's written notice to the Union.

10.3 In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the written notice, the State or Agency(ies) may implement the changes without negotiations.

10.4 There may be emergency or mandated conditions that are outside of the State's or Agency's control requiring immediate implementation, in which case the State or the Agency(ies) will notify the Union as soon as possible about the conditions and the implementation.

10.5 The parties will agree to the date, time, and forum for the negotiations. Each party is responsible for choosing its own representatives for the negotiations. The Union and OFM/SHR/LRS will exchange the names of the bargaining meeting participants at least five (5) calendar days prior to the negotiations meeting.

ARTICLE 11 POLICIES AND REQUESTS FOR INFORMATION

11.1 ~~State~~ Agency Policies

If DCYF, DSHS, ~~or HCA, or L&I~~ develops policies/guidelines affecting ~~Language Access Providers~~ LAPs, the ~~agency~~ Agency will provide the Union with either a hard or electronic copy of these policies/guidelines. ~~DCYF, DSHS, and HCA~~ The Agency 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~~ Agency 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~~ Agency 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 an Agency 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 Agencies~~ 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~~-Agencies 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~~-Agencies 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 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. After the Coordinating Entity(ies) receives confirmation from the Union that the LAP has revoked authorization for dues deductions, the Coordinating Entity(ies) shall end the deductions no later than the second remittance to the LAP, per [Section 7.2](#) C.1, after receipt of the confirmation.
- F. Upon request by ~~the-an~~ State Agency, the Union shall provide the ~~State~~-Agency 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 twentieth (20th) day 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~~-Agencies 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~~ Agencies 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~~ LAPs who are paid through other third parties or directly by the ~~State~~ Agencies outside the Coordinating Entity, the ~~State~~ Agencies 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~~ Agencies 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/Agencies~~ 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/Agency~~ website only meets the requirements of this Article if the ~~State/Agency~~ 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/~~Agencies~~ ~~has~~ have core management rights. Except to the extent modified by this Agreement, the State/~~Agencies~~ 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/~~Agencies~~, and the State/~~Agencies~~ ~~has~~ have 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/~~Agencies~~

The rights reserved solely to the State/~~Agencies~~, 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/~~Agencies~~;
- B. To establish the State's/~~Agencies~~' 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/~~Agencies~~' 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/Agencies may propose;

- D. To manage, direct and control all of the State's/Agencies' 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~~LAPs and reasonable standards of accountability, except as otherwise limited by this ~~Agreement~~CBA;
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the State's/Agencies' duties or exercise of the State's/Agencies' 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~~CBA;
- I. To extend, limit or contract out any or all services and/or programs of the State/Agencies, 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/Agencies deems necessary to carry out services in an emergency. The State/Agencies 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/Agencies' 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/Agencies.

13.3 The above enumerations of State/Agency rights are not inclusive and do not exclude other State/Agency 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/Agency is waived.

13.4 No action taken by the State/Agencies 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~~CBA.

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~~[CBA](#) 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~~[CBA](#), 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 [CBA Agreement](#). It is further understood that this ~~CBA Agreement~~ fully and completely sets forth all understandings and obligations between the parties and constitutes the entire ~~CBA Agreement~~ between the parties.

14.2 The ~~CBA Agreement~~ expressed herein in writing constitutes the entire ~~CBA 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 [CBA Agreement](#).

ARTICLE 15 SAVINGS CLAUSE

15.1 This ~~CBA 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 ~~CBA 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 ~~CBA 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 ~~CBA 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 ~~CBA Agreement~~ is found to be in conflict with federal requirements that are a prescribed condition to the allocation of federal funds to the State/[Agencies](#), the conflicting part of this ~~CBA 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 ~~CBA 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 ~~CBA Agreement~~ will become effective July 1, ~~2023~~2025, and will remain in full force and effect through June 30, ~~2025~~2027; however, if this ~~CBA Agreement~~ expires while negotiations between the Union and the State are underway for a successor ~~CBA Agreement~~, the terms and conditions of this ~~CBA 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 ~~CBA Agreement~~ by notifying the other party in writing no sooner than January 1, ~~2024~~2026, and no later than February 28, ~~2024~~2026. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

Article X

INDUSTRIAL INSURANCE COVERAGE

A Coordinating Entity and an LAP may be subject to workers' compensation premiums for an LAP's coverage based on their independent contractor status performing interpreter services as a subcontractor and when the LAP does not meet the exemption requirements listed under RCW 51.08.180 and RCW 51.08.195. The procedure for submitting and processing a workers' compensation claim will be in accordance with all applicable laws, regulations, and the Coordinating Entity's policy. This process is described on the L&I website at the following link: Injured? What You Need to Know (wa.gov). If a claim is accepted for an LAP who sustains a work-related illness or injury that is compensable under state workers' compensation, coverage may include medical expenses and a percentage of lost compensation in accordance with RCW 51.08.178.

ARTICLE X2

PERSONALLY IDENTIFIABLE INFORMATION

X2.1 Data Use

This Article applies only to Personally Identifiable Information (PII) of LAPs gathered by state Agencies to fulfill their duties and obligations under the independent contractor agreement between the LAPs and a Coordinating Entity. Each state Agency will use PII of LAPs only for the purpose of fulfilling its duties and obligations under the independent contractor agreement between the LAPs and a Coordinating Entity and will not share PII or related data of LAPs with or disclose it to any third party without the prior written consent of the LAP, except as required by public disclosure law or to fulfill the Agency's interpreter services program oversight duties and obligations.

PII includes: personal data (passport numbers, social security numbers, driver's license number), contact information (addresses, telephone numbers), or any other sensitive information that individuals or organizations have an obligation to protect (financial account numbers, government-issued identification numbers) under state or federal law.

X2.2 Public Disclosure

In the event that an LAP is the subject of a public disclosure request in their role as an LAP, the state Agency will follow their established process in accordance with RCW 42.56.

X2.3 Data Breach

State Agencies agree to comply with all applicable laws that require the notification of individuals in the event of a data breach.

In the event of a determination of a data breach, each Agency will follow their established notification procedures.

Data breach is defined as the intentional or unintentional compromise of protected data to an unauthorized entity.

1 Appendix A

2 Glossary of ~~Abbreviations~~ Acronyms

3 AAA: American Arbitration Association

4 CBA: Collective Bargaining Agreement, or Agreement

5 CLAS: National Standards on Culturally and Linguistically Appropriate Services

6 DCYF: WA State Department of Children, Youth and Families

7 DES: WA State Department of Enterprise Services

8 DSHS: WA State Department of Social and Health Services

9 FMA: Medicaid Enrollee Family Member Appointment

10 HCA: WA State Health Care Authority

11 IPI: In-Person Interpreting

12 L&I: WA State Department of Labor and Industries

13 LAP: Language Access Provider

14 LEP: Limited English Proficiency

15 LTC: DSHS Language Testing and Certification

16 OFM/SHR/LRS: WA State Office of Financial Management/State Human Resources/ Labor
17 Relations and Compensation Policy Section.

18 OPI: Over-the-Phone Interpreting

19 PARM: Pre-Arbitration Review Meeting

20 PERC: WA Public Employment Relations Commission

21 RCW: Revised Code of Washington

22 UMC: Union-Management Committee

23 VRI: ~~Virtual~~ Video-Remote Interpreting

24 WAC: Washington Administrative Code

- **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

/s/ 7/19/2024

/s/ 7/19/2024

Valerie Inforzato, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Mark Hamilton, Lead Negotiator
WFSE

Appendix B-1

Department of Labor & Industries Fee Schedule for Interpretation Services

Effective July 1, 2025 through June 30, 2026

<u>Code</u>	<u>Description</u>	<u>Maximum fee</u>
<u>9984M</u>	<u>SOSi in-person interpreter, per minute Direct service time between the client and healthcare or vocational provider.</u>	<u>\$1.12</u>
<u>9990M</u>	<u>SOSi video interpreter, per minute Direct service time between the client and healthcare or vocational provider.</u>	<u>\$0.90</u>
<u>9983M</u>	<u>SOSi over-the-phone interpreter, per minute Direct service time between the client and healthcare or vocational provider.</u>	<u>\$0.72</u>
<u>9996M</u>	<u>Interpreter “IME no-show” Wait time when client doesn’t attend the insurer requested IME, flat fee.</u>	<u>\$65.37</u>

Appendix B-2

Department of Labor & Industries Fee Schedule for Interpretation Services

Effective July 1, 2026 through June 30, 2027

<u>Code</u>	<u>Description</u>	<u>Maximum fee</u>
<u>9984M</u>	<u>SOSi in-person interpreter, per minute Direct service time between the client and healthcare or vocational provider.</u>	<u>\$1.15</u>
<u>9990M</u>	<u>SOSi video interpreter, per minute Direct service time between the client and healthcare or vocational provider.</u>	<u>\$0.93</u>
<u>9983M</u>	<u>SOSi over-the-phone interpreter, per minute Direct service time between the client and healthcare or vocational provider.</u>	<u>\$0.75</u>
<u>9996M</u>	<u>Interpreter “IME no-show” Wait time when client doesn’t attend the insurer requested IME, flat fee.</u>	<u>\$67.33</u>

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

Interest Arbitration Award WFSE

LAP/2025-27 Negotiations

09/27/24

Page 2 of 2

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

For the Employer:

For the Union:

_____/s/ 9/23/2024_____

_____/s/ 9/23/2024_____

Brenda Moen
Lead Negotiator
State of Washington, OFM/SHR/
Labor Relations &
Compensation Policy Section

Mark Hamilton
Lead Negotiator
Washington Federation of State
Employees

Date:

Date: _

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

**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~~ Each Agency 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~~ CBA.

This MOU will be in effect from July 1, ~~2023-2025~~ to June 30, ~~2025~~ 2027.

For the State:

For the Union:

/s/

Valerie Inforzato

/s/

Rod Palmquist

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

~~**Language Access Providers Bargaining Unit**~~
~~**Data Sharing Agreement**~~

~~This Memorandum of Understanding (MOU) by and between the State of Washington (State), the Washington State Office of Financial Management, State Human Resources, Labor Relations & Compensation Policy Section, and the Washington Federation of State Employees (Union), for the Language Access Providers (LAPs) bargaining unit, is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the Union which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the DSA.~~

~~DSAs are part of a suite of tools designated to safeguard and protect LAPs' 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 shares 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 deductions reporting 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 to the Union. This Agreement does not waive the State's rights with regard to responding to requests for information.~~

~~Category 3 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 employment and licensing as defined in RCW 42.56.250;~~
- ~~c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9); and/or~~
- ~~d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.~~

~~Category 4 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; and~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

- ~~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 State and the Union will strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:~~

- ~~a. — The data that will be shared;~~
- ~~b. — The specific authority for sharing the data;~~
- ~~c. — The classification of the data shared;~~
- ~~d. — Access methods for the shared data;~~
- ~~e. — Authorized users and operations permitted;~~
- ~~f. — Protection of the data in transport and at rest;~~
- ~~g. — Storage and disposal of data no longer required;~~
- ~~h. — Backup requirements for the data if applicable; and~~
- ~~i. — Other applicable data handling requirements.~~

~~The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire on June 30, 2025.~~

~~Dated: September 9, 2022~~

For the State:

For the Union:

~~/s/~~

~~/s/~~

~~Valerie Inforzato
Labor Negotiator~~

~~Jason Holland
Labor Advocate~~