

1 **PREAMBLE**

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

6 The parties enter into this Agreement acknowledging the following:

7 • The Union and the State share a common mission to ensure high quality language  
8 access that for individuals with limited English proficiency (LEP) consistent with  
9 applicable statutes for each Agency who are clients of the Department of Children,  
10 Youth, and Families (DCYF), the Department of Social and Health Services  
11 (DSHS), and/or who are Medicaid enrollees have access to language services.

12 • The Collective Bargaining Agreement (CBA or Agreement) outlines the terms and  
13 conditions of the partnership between the State and the Language Access Providers  
14 (LAPs) for the following state Agencies:

15 Department of Children, Youth, and Families (DCYF) appointments;

16 Department of Social and Health Services (DSHS) appointments;

17 Health Care Authority (HCA) – Medicaid Enrollee appointments; and

18 Department of Labor and Industries (L&I) – Injured workers and crime victims  
19 receiving medical and vocational services from authorized providers  
20 encounters.

21 ~~• Interpreting services are essential for Washington’s residents with LEP to achieve~~  
22 ~~quality health outcomes and receive access to the foregoing DCYF, DSHS and~~  
23 ~~Medicaid services.~~

24 • Nothing in this Preamble shall be subject to the grievance process in this  
25 AgreementCBA.

**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:

*Valerie Inforzato*

*Mark Hamilton*

\_\_\_\_\_  
Valerie Inforzato  
Lead Negotiator  
State of Washington, OFM/SHR/  
Labor Relations &  
Compensation Policy Section

\_\_\_\_\_  
Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 7/18/2024

Date: 7/18/2024

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**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.

*Signatures on the next page.*

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Date: 6/12/2024

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**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-a~~Agency 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.

*Signatures on the next page.*

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**ARTICLE 3**  
**UNION RIGHTS**

3 **3.1** The State/Agencies shall remain neutral on the question of union membership and  
4 union representation for ~~Language Access Providers (LAPs)~~. All questions  
5 addressed to the State/Agencies concerning membership or representation by the  
6 Union will be referred to the Union. The State/Agencies shall make union neutrality  
7 part of its contract terms with Coordinating Entities who deliver services  
8 established by this ~~Agreement~~CBA.

9 **3.2** The State/Agencies shall not meet, discuss, confer, subsidize or negotiate with any  
10 other labor or ~~language access provider~~LAP organization or its representatives on  
11 matters relating to the bargaining unit specified in RCW 41.56.510(2)(a)(i).

12 **3.3** The State/Agencies will not, on account of membership or non-membership in the  
13 Union, discriminate against, intimidate, restrain or coerce an interpreter on account  
14 of the exercise of rights granted by this ~~Agreement~~CBA or in protected activities  
15 on behalf of the Union.

16 **3.4 Privacy**

17 Public records requests concerning LAPs shall be in accordance with the Public  
18 Records Act and other legal authority. The State/~~a~~Agency receiving the request  
19 shall notify the Union of public records requests for the following identifying  
20 information of LAPs covered by this ~~Agreement~~CBA, as defined in RCW  
21 41.56.030(11) and as provided to the State/Agencies and/or Coordinating Entities  
22 by the LAP: residential/business/ mailing address, telephone numbers, email  
23 addresses, and dates of birth. The State/~~a~~Agency~~ies~~ will redact LAPs' Social  
24 Security numbers on any document subject to a public records request. The notice  
25 to the Union shall be provided within seven (7) business days of the request to the  
26 State/~~a~~Agency. This notification provision shall not be grievable. This section does  
27 not apply to information requests from governmental entities (city, county, state,  
28 federal, school districts, legislative, judicial, executive, etc.).

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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 Entity(ies) will annually distribute to Medicaid medical

1 providers and L&I authorized Medical and Vocational Providers a one (1)  
2 page informational document relating to:

- 3 1. How the CBA applies to medical providers;
- 4 2. A reference to National Standards on CLAS;
- 5 3. A reference to the DSHS Language Interpreter and Translator Code  
6 of Professional Conduct;
- 7 4. A reference to Title VI of the Civil Rights Act of 1964;
- 8 5. A reference to the interpreting modalities (in-person interpreting  
9 [IPI], over-the-phone interpreting [OPI], or video remote  
10 interpreting [VRI] interpreting—options available, as defined in  
11 Subsection 6.16.2 A of this CBA, for Medicaid enrollee  
12 appointments and as defined in Section 6.3 A for L&I medical and  
13 vocational services) available to authorized requestors; and  
14 information about the interpreting modalities; and
- 15 6. Suggestions on how to work with LAPs.

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

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

- 21 1. How the CBA applies to services covered ~~by~~ in this Agreement CBA;
- 22 2. A reference to National Standards on CLAS;
- 23 3. A reference to the DSHS Language Interpreter and Translator Code  
24 of Professional Conduct;

- 1 4. A reference to Title VI of the Civil Rights Act of 1964;
- 2 5. Suggestions on how to work with LAPs; and
- 3 6. A reminder for ~~DCYF and DSHS~~the Agency's employees to
- 4 schedule appointments through the Coordinating Entity(ies).

#### 5 **4.4 Interpreter Advisory Group (IAG)**

6 A. The parties to this ~~Agreement~~CBA agree to maintain a volunteer ~~Interpreter~~  
7 ~~Advisory Group~~IAG to provide input to the State on the State's duties per  
8 WAC Chapter 388-03, Rules and Regulations for the Certification of DSHS  
9 Spoken Language Interpreters.

#### 10 B. Composition of the Interpreter Advisory Group

11 The DSHS Secretary or designee will make all appointments to the parties'  
12 ~~eighteen~~fifteen (18~~15~~) member ~~Advisory Group~~IAG to include:

13 1. One (1) designated representative each from ~~the Department of~~  
14 ~~Children, Youth, and Families (DCYF), the Department of~~  
15 ~~Enterprise Services (DES), the Department of Social and Health~~  
16 ~~Services (DSHS), the Health Care Authority (HCA), and L&I and~~  
17 ~~another agency;~~

18 ~~2. One (1) LAP at large;~~

19 ~~3. One (1) physician licensed by the State under RCW Chapter 18.57,~~  
20 ~~18.29, or 18.71;~~

21 ~~42.~~ One (1) hospital language access administrator;

22 ~~53.~~ Two (2) representatives from immigrant or refugee advocacy  
23 organizations;

24 ~~64.~~ One (1) member from the public;

1           ~~75.~~    One (1) trainer from a higher education institution;

2           ~~86.~~    Four (4) representatives from the Union, of which at least two (2)  
3           will be LAPs working under this ~~Agreement~~CBA; and

4           ~~97.~~    ~~Two~~One (21) representatives from ~~the DSHS Language Testing and~~  
5           ~~Certification program~~-(LTC).

6           C.    An ~~Advisory Group~~IAG meeting shall be scheduled a minimum of one (1)  
7           time per every four (4) months, or as otherwise agreed by the Union and the  
8           LTC Chair via email. Meetings for the year will be scheduled by June 30 of  
9           each fiscal year. The recommended months for the three (3) meetings each  
10          fiscal year are January, May, and September. The recommended duration  
11          for each meeting is sixty (60) minutes. The Union and the LTC Chair or  
12          designee may agree to other months for the three (3) meetings or durations.  
13          The parties may agree to conclude the meeting earlier or later than the  
14          scheduled end time.

15          D.    The meetings will be facilitated by LTC.

16          E.    LTC will send an email to the Union and the Agencies requesting topics for  
17          the meeting agenda twenty (20) calendar days prior to the scheduled  
18          meeting. The LTC email and any reply or other emails about the meeting  
19          will use the subject line “State-WFSE-LAP ~~Interpreter Group Advisory~~IAG  
20          Meeting Agenda” with an email copy to the Agencies/Union and  
21          dshsct@dshs.wa.gov. The Union and the Agencies will provide its  
22          requested topics for the meeting agenda by reply email to LTC (as provided  
23          in the preceding sentence) at least ten (10) calendar days prior to the  
24          scheduled meeting. If there are no topics provided by the Union and the  
25          Agencies by the ten (10) calendar days, the meeting ~~may~~will be canceled.  
26          The agenda would only include subjects that are specific to LTC.

27          F.    At least one member of every subcommittee of the ~~Interpreter Advisory~~  
28          ~~Group~~IAG shall be a Union representative.

1    **4.5    Orientation for DSHS ~~Language Testing and Certification~~LTC Applicants**

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

3           A.    Written testing administered in a DSHS building

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

9           B.    Written testing not administered in a DSHS building

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

14           C.    Brochure and Membership Card for Testing Applicants

15                   The Union may provide a reference to an online union orientation, and a  
16                   one (1) page brochure outlining information about the Union and this  
17                   ~~Agreement~~CBA for distribution to testing applicants. Pursuant to  
18                   Article 12, Dues and Other Voluntary Deductions and Status Reports, the  
19                   Union may provide a Union dues authorization card for distribution with  
20                   the one (1) page brochure.

21    **4.6    Interpreter Professional Development Offered by the Union**

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

1 **4.7 — Interpreter Specialization and Endorsements**

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

10 **TENTATIVE AGREEMENT REACHED**

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12 *signature.*

13  
14 For the Employer:

15 

16  
17 \_\_\_\_\_  
18 Valerie Inforzato  
19 Lead Negotiator  
20 State of Washington, OFM/SHR/  
21 Labor Relations &  
22 Compensation Policy Section

23  
24 Date: 8/5/2024

For the Union:

15  
16 *Mark Hamilton*

17 \_\_\_\_\_  
18 Mark Hamilton  
19 Lead Negotiator  
20 Washington Federation of State  
21 Employees

22  
23 Date: 8/6/2024

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**ARTICLE 5  
DOCUMENTATION**

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**5.1 Required Documentation**

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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.

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B. DCYF and DSHS may also require the completion of daily logs by the LAPs for ~~b~~Block ~~a~~Appointments that list:

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1. DCYF or DSHS worker;

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2. Name of each ~~e~~lient ~~i~~ndividual with LEP;

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3. Type of service;

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4. Start and end time for each ~~e~~lient ~~i~~ndividual with LEP;

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5. Start and end time of the ~~b~~Block ~~a~~Appointment; and

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6. Modality (~~i~~n ~~p~~erson ~~I~~PI, ~~v~~ideo ~~r~~emote ~~O~~PI, ~~o~~r ~~o~~ver ~~t~~he ~~p~~hone ~~i~~nterpreting ~~V~~RI, or translation etc.).

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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.

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**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~~

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1 ~~authorized requestors and LAPs to sign or electronically submit the appointment~~  
2 ~~work order form indicating:~~

3 ~~A. The LAP's start time per Article 6.3, Appointment Times; and~~

4 ~~B. The LAP's actual service end time.~~

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

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

9 A. Date of service;

10 B. Language;

11 C. Scheduled start and end times;

12 D. Total time of appointment/encounter;

13 E. Name of provider/clinic, when applicable to the Agency, including  
14 department, suite number, and/or other specific identifying information;

15 F. Street address of the appointment/encounter's location;

16 G. Indication of appointment/encounter type and agency (i.e. medical, social  
17 services, or vocational and DCYF, DSHS, HCA, or L&I);

18 H. Modality of appointment/encounter (i.e. IPI, OPI, or VRI);

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

21 **5.3 Post-Acceptance of Appointment/Encounter Information Provided to LAPs**  
22 **(Work Order)**



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

3 A. Date of service;

4 B. Name of individual with LEP, if the name is available;

5 C. Language;

6 ~~BD.~~ Scheduled start and end times;

7 ~~CE.~~ Total time of appointment/encounter;

8 ~~DF.~~ Actual start and end times;

9 ~~EG.~~ Total anticipated payable (or billable) service amount;

10 ~~FH.~~ Authorized reimbursable expense(s), if any;

11 ~~GI.~~ Name of provider/clinic, when applicable to the Agency, including  
12 department, suite number, and/or other specific identifying information;

13 ~~HJ.~~ Street address of the appointment/encounter's location;

14 ~~IK.~~ Indication of appointment/encounter type and agency (i.e. medical, ~~or~~ social  
15 services, or vocational and DCYF, DSHS, ~~or~~ HCA, or L&I); and

16 ~~JL.~~ Modality of appointment/encounter (i.e. ~~in-person~~ IPI, ~~video-remote~~ OPI, or  
17 ~~over the phone interpreting~~ VRI).

18 **5.4 Post-completion of Appointment/Encounter Information Provided to LAPs**  
19 **(Invoice)**

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

22 A. Date of service;

23 B. Name of individual with LEP, if the name is available;

- 1            C.     Language;
- 2            D.     Scheduled start and end times;
- 3            E.     Total time of appointment/encounter;
- 4            F.     Actual start and end times;
- 5            G.     Total payable (or billable) service (time) amount;
- 6            H.     Authorized reimbursable expense(s), if any;
- 7            I.     Name of provider/clinic, when applicable to the Agency, including  
8            department, suite number, and/or other specific identifying information;
- 9            J.     Street address of the appointment/encounter's location;
- 10           K.     Indication of appointment/encounter type and agency (i.e. medical, social  
11           services, or vocational and DCYF, DSHS, HCA, or L&I);
- 12           L.     Modality of appointment (i.e. IPI, OPI, or VRI);
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- 14           M.     Job identifier;
- 15           N.     Rate of compensation;
- 16           O.     Authorized personnel's signature (time verification for paper invoices);
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- 18           P.     Invoice status (billed, approved, paid, etc.); and
- 19           Q.     For L&I: Name of Insurer (L&I; crime victims compensation; or self-  
20           insured employer and, when applicable, third party administrator).

21    **5.45** LAPs will receive a text message and/or an email notification for  
22    appointment/encounter modifications or cancellations made twenty-four (24) hours  
23    or less before the originally scheduled appointment/encounter time. The LAPs may  
24    choose their preferred form(s) of notification.

1 **5.56** In order for the LAP to fully prepare for the appointment/encounter, work order  
2 forms will include space for the authorized requestor to identify the facility,  
3 department, or field of services, if known, and other pertinent information.  
4 Information supplied in this field will be limited by federal and state law regarding  
5 confidentiality of information. The work order form for DCYF or DSHS home or  
6 other Agency-authorized field visits will include a field contact phone number, for  
7 the StateAgency's employee who will be present, if available, that may be used for  
8 the purpose of this appointment/encounter only.

9 **5.67 Work Orders with Incomplete Times**

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

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

15 **B. For L&I Encounters**

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

20 **C. General Application**

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

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

5 **5.78 Disputed Times on Work Order**

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

11 ~~5.8 B.~~ ~~The electronic work order form completed by the authorized requestor will~~  
12 ~~be the basis for payment. However, w~~When completing an electronic work  
13 order form, the authorized requestor has the discretion to also complete a  
14 paper format of the work order form if requested by the LAP. If there is  
15 dispute over the start or end times, the Coordinating Entity shall consider  
16 the paper format of the work order form. Decisions to not request the  
17 signing of a written form will not be a basis for judgment against a LAP  
18 who grieves any part of this ~~Agreement~~CBA.

19 **5.9 Background Checks**

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

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For the Union:



*Mark Hamilton*

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Lead Negotiator  
State of Washington, OFM/SHR/  
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Compensation Policy Section

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Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 8/16/2024

Date: 8/16/2024

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**ARTICLE 6  
ECONOMIC COMPENSATION**

**SEE ARBITRATOR'S OPINION AND AWARD**

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**ARTICLE 7**  
**ECONOMIC PROCESS**

3 **7.1 Punitive Fines**

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

6 **7.2 Payment Timelines**

7 A. Billing the State Agency

8 1. Coordinating Entity

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

15 2. Language Agency

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

20 B. Remittance to Coordinating Entity or Language Agency

21 1. For DCYF and DSHS Appointments

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

1                   2.     For HCA Appointments

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

- 8                   a.     Remittance to the LAP for ninety percent (90%) of all  
9                   submitted payable invoices in the prior month is provided to  
10                  the Coordinating Entity within thirty (30) calendar days of  
11                  the ~~State~~HCA's receipt of the invoice;
- 12                  b.     Remittance to the LAP for ninety-nine percent (99%) of all  
13                  submitted payable invoices in the prior month is provided to  
14                  the Coordinating Entity within ninety (90) calendar days of  
15                  the ~~State~~HCA's receipt of the invoice; and
- 16                  c.     Remittance to the LAP for all other submitted payable  
17                  invoices is provided to the Coordinating Entity within one  
18                  hundred and eighty (180) calendar days of ~~the State~~HCA's  
19                  receipt of the invoice.

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

26                   3.     Regular Report of HCA Appointments



1 HCA will provide a report to the Union by the tenth (10th) day of  
2 the month that includes:

- 3 a. The total number of invoices submitted to HCA in the prior  
4 month;
- 5 b. The total number of invoices for which remittance was  
6 already submitted to the Coordinating Entity; and
- 7 c. For all invoices for which remittance was not submitted to  
8 the Coordinating Entity the following:
- 9 i. Date of the job on the invoice;
- 10 ii. Job number;
- 11 iii. Date submitted to HCA by the Coordinating Entity;
- 12 iv. Amount of payment or reimbursement requested on  
13 each invoice;
- 14 v. The LAP who is requesting payment or  
15 reimbursement for each invoice; and
- 16 vi. The reason for any denied or delayed payment for the  
17 invoice submitted by the LAP to the Coordinating  
18 Entity.

19 4. L&I

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

24 C. Remittance to LAP

1 1. Re: DCYF, DSHS, and HCA

2 All payments will be remitted to the LAP in accordance with [Section](#)  
3 [7.3](#).

4 ~~1.~~ a. Coordinating Entity

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

19 ~~2.~~ b. Language Agency

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

22 2. Re: L&I

23 The Coordinating Entity must distribute all payments to LAPs  
24 (partial or full) within fifteen (15) days of receiving payment from  
25 L&I, the self-insured employers or their TPAs, the Crime Victims  
26 Compensation Program, or the requestor.





- 1 c. The parties can mutually agree to a shorter period of  
2 time to repay the overpayment through deductions.
- 3 d. For overpayments amounting to two hundred dollars  
4 (\$200.00) or more, if the LAP fails to choose  
5 between a one-time payment or equal payments over  
6 six (6) pay periods, the State Agency will authorize  
7 ~~it~~the Coordinating Entity / third party contractor(s)  
8 to make deductions from the LAP's paycheck in  
9 equal payments over six (6) pay periods.
- 10 e. If after eight (8) pay periods since the date of the  
11 electronic notice, the overpayment has not been paid  
12 in full, the LAP must repay the Coordinating Entity  
13 ~~/~~third party contractor the outstanding overpayment  
14 amount by check within thirty (30) calendar days. In  
15 the event the LAP does not repay the third party  
16 contractor, the third party contractor may seek other  
17 lawful methods to recover the outstanding amount.

18 C. Appeal Rights

19 Nothing herein prohibits the Union from grieving the determination  
20 or method of the overpayment collection per Article 8, Grievance  
21 Procedure of the CBA between the parties.

22

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**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:

*Valerie Inforzato*

*Mark Hamilton*

\_\_\_\_\_  
Valerie Inforzato  
Lead Negotiator  
State of Washington, OFM/SHR/  
Labor Relations &  
Compensation Policy Section

\_\_\_\_\_  
Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 8/19/2024

Date: 8/19/2024

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**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

3 **8.1** The Union and the State agree that it is in the best interest of all parties to resolve  
4 disputes at the earliest opportunity and at the lowest level. The Union and the State  
5 encourage problem resolution between ~~Language Access Providers (LAPs)~~, the  
6 State/Agencies and/or Coordinating Entities/third-parties and are committed to  
7 assisting in resolution of disputes as soon as possible. In the event a dispute is not  
8 resolved in an informal manner, this Article provides a formal process for problem  
9 resolution.

10 **8.2 Terms and Requirements**

11 A. Grievance Definition

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

16 B. Filing a Grievance

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

20 C. Computation of Time

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

1 grievances, appeals, and responses will be in writing, and timelines  
2 will apply to the date of receipt, not the date of postmarking.

3 D. Failure to Meet Timelines

4 Failure by the Union to comply with the timelines will result in an  
5 automatic withdrawal of the grievance. Failure by the State or an  
6 Agency to comply with the timelines will entitle the Union to move  
7 the grievance to the next step of the procedure.

8 E. Contents

9 The written grievance must include the following information so  
10 that the grievance can be processed in a timely and efficient manner:

- 11 1. A statement of the pertinent facts surrounding the nature of  
12 the grievance;
- 13 2. The date upon which the incident occurred;
- 14 3. The specific Article(s) and Section(s) of the  
15 AgreementCBA;
- 16 4. The steps taken to informally resolve the grievance and the  
17 individuals involved in the attempted resolution;
- 18 5. The specific remedy requested;
- 19 6. The name(s) of the grievant(s); and
- 20 7. The name and signature of the Union representative.

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

24 F. Resolution



1 If the State/Agency provides the requested remedy or a mutually  
2 agreed upon alternative, the grievance will be considered resolved  
3 and may not be moved to the next step.

4 G. Withdrawal

5 A grievance may be withdrawn at any time.

6 H. Resubmission

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

9 I. Consolidation

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

12 J. Bypass

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

16 K. Alternative Resolution Methods

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

1 The proceedings of any alternative dispute resolution process will  
2 not be reported or recorded in any manner, except for agreements  
3 that may be reached by the parties during the course of the meeting.  
4 Statements made by or to any party or other participant in the  
5 meeting may not later be introduced as evidence, may not be made  
6 known to an arbitrator or hearings examiner at a hearing, and may  
7 not be construed for any purpose as an admission against interest,  
8 unless they are independently admissible.

9 L. Meeting Platforms

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

13 **8.3 Filing and Processing**

14 A. Time Requirements for Filing

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

26 B. Processing

27 **Step 1 – Informal Resolution:**

1 Prior to filing a written grievance, the Union may confer with the State's or  
2 Agency's designated representative and attempt to resolve the issue  
3 informally.

4 **Step 2 – Written Grievance:**

5 If the issue is not resolved informally, the Union may present a written  
6 grievance to the applicable Agency's LAP labor relations point of contact  
7 within the time frame described in [Section 8.3](#) A. The Agency or the  
8 Agency's designated representative will meet with a union steward and/or  
9 staff representative and the grievant within twenty (20) calendar days of  
10 receipt of the grievance, and will respond in writing to the Union within  
11 fifteen (15) calendar days after the meeting.

12 **Step 3 – Pre-Arbitration Review Meetings:**

13 If the grievance is not resolved at Step 2, the Union may request a pre-  
14 arbitration review meeting (PARM) by filing the written grievance  
15 including a copy of the Step 2 response and supporting documentation with  
16 the ~~OFM—State—Human—Resources—Labor—Relations—Section~~  
17 ~~(OFM/SHR/LRS)~~ within thirty (30) calendar days of the Union's receipt of  
18 the Step 2 decision. Within fifteen (15) calendar days of the receipt of all  
19 the required information, the LRS will discuss with the Union:

- 20 1. If a PARM is to be scheduled with the OFM/SHR/LRS designee,  
21 the Agency's or each Agency's (if multiple agencies are involved in  
22 the grievance) designated representative, and the Union's staff  
23 representative, to review and attempt to settle the dispute.
- 24 2. If the parties are unable to reach agreement to conduct a PARM, the  
25 LRS designee will notify the Union in writing that no PARM will  
26 be scheduled.

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

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

12 **Step 4 – Arbitration:**

13 If the grievance is not resolved at Step 3, or the LRS designee  
14 notifies the Union in writing that no PARM will be scheduled, the  
15 Union may file a request for arbitration. The demand to arbitrate the  
16 dispute must be filed with the American Arbitration Association  
17 (AAA) within thirty (30) calendar days of the PARM or receipt of  
18 the notice that no PARM will be scheduled.

19 C. Selecting an Arbitrator

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

23 D. Authority of the Arbitrator

24 1. The arbitrator will:

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

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

4 c. Not make any award that provides an LAP with a greater rate  
5 of payment than would have resulted had there been no  
6 violation of this AgreementCBA.

7 2. The arbitrator will hear arguments on and decide issues of  
8 arbitrability before the first day of arbitration at a time convenient  
9 for the parties, through written briefs, immediately prior to hearing  
10 the case on its merits, or as part of the entire hearing and decision-  
11 making process. If the issue of arbitrability is argued prior to the first  
12 day of arbitration, it may be argued in writing or via a meeting, at  
13 the discretion of the arbitrator. Although the decision may be made  
14 orally, it will be put in writing and provided to the parties.

15 3. The decision of the arbitrator will be final and binding upon the  
16 Union, the State/Agency and the grievant.

17 E. Arbitration Costs

18 1. The expenses and fees of the arbitrator, and the cost (if any) of the  
19 hearing room, will be shared equally by the parties.

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

24 3. If either party desires a record of the arbitration, a court reporter may  
25 be used. If that party purchases a transcript, a copy will be provided  
26 to the arbitrator free of charge. If the other party desires a copy of

1 the transcript, it will pay for half of the costs of the fee for the court  
2 reporter, the original transcript and a copy.

3 4. Each party is responsible for the costs of its staff representatives,  
4 attorneys, and all other costs related to the development and  
5 presentation of their case. The Union is responsible for paying any  
6 travel or per diem expenses for its witnesses, the grievant and the  
7 union steward.

8 **8.4 Successor Clause**

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

11 **TENTATIVE AGREEMENT REACHED**

12  
13 *An electronic signature to this Agreement shall be given effect as if it were an original*  
14 *signature.*

15  
16 For the Employer:

*Valerie Inforzato*

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18  
19 \_\_\_\_\_  
20 Valerie Inforzato  
21 Lead Negotiator  
22 State of Washington, OFM/SHR/  
23 Labor Relations &  
24 Compensation Policy Section

25 Date: 6/12/2024

For the Union:

*Mark Hamilton*

26  
27  
28 \_\_\_\_\_  
Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 6/12/2024

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 AgreementCBA and proposed initiatives, rules or policies.

9.2 UMC Meetings

Up to eighttwelve (812) Union representatives and up to eighttwelve (812) Statetotal 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 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 committeesUMC meetings maywill 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 AgreementCBA. The parties are authorized, but not required to document mutual understandings. If

1 topics discussed result in follow-up by either party, communication will be  
2 provided by the responsible party. The committees' discussions will not be subject  
3 to the grievance procedure in [Article 8](#), Grievance Procedure.

4 **TENTATIVE AGREEMENT REACHED**

5  
6 *An electronic signature to this Agreement shall be given effect as if it were an original*  
7 *signature.*

8  
9 For the Employer:

10 

11 \_\_\_\_\_  
12 Valerie Inforzato  
13 Lead Negotiator  
14 State of Washington, OFM/SHR/  
15 Labor Relations &  
16 Compensation Policy Section

17  
18 Date: 8/13/2024

For the Union:

10 

11 \_\_\_\_\_  
12 Mark Hamilton  
13 Lead Negotiator  
14 Washington Federation of State  
15 Employees

17  
18 Date: 8/13/2024

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**ARTICLE 10**  
**MANDATORY SUBJECTS**

3 **10.1** The State/Agency will satisfy its collective bargaining obligation before making a  
4 change with respect to a matter that is a mandatory subject as specified in [RCW](#)  
5 [41.56.510\(2\)\(c\)](#). The State/Agency will notify the Executive Director of the Union,  
6 by email to [mandatorynotice@wfse.org](mailto:mandatorynotice@wfse.org), of these changes in writing, citing this  
7 Article.

8 **10.2** The Union may request negotiations by submitting a demand to bargain to the  
9 ~~Office of Financial Management / State Human Resources / Labor Relations &~~  
10 ~~Compensation Policy Section (OFM/SHR/LRS)~~, to [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov),  
11 on the impact of the changes within twenty-one (21) calendar days of receipt of the  
12 State/Agency's written notice to the Union.

13 **10.3** In the event the Union does not request negotiations within twenty-one (21)  
14 calendar days of receipt of the written notice, the State or Agency(ies) may  
15 implement the changes without negotiations.

16 **10.4** There may be emergency or mandated conditions that are outside of the State's or  
17 Agency's control requiring immediate implementation, in which case the State or  
18 the Agency(ies) will notify the Union as soon as possible about the conditions and  
19 the implementation.

20 **10.5** The parties will agree to the date, time, and forum for the negotiations. Each party  
21 is responsible for choosing its own representatives for the negotiations. The Union  
22 and OFM/SHR/LRS will exchange the names of the bargaining meeting  
23 participants at least five (5) calendar days prior to the negotiations meeting.

24 *Signatures on the next page.*

25

26

**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:

*Valerie Inforzato*

*Mark Hamilton*

\_\_\_\_\_  
Valerie Inforzato  
Lead Negotiator  
State of Washington, OFM/SHR/  
Labor Relations &  
Compensation Policy Section

\_\_\_\_\_  
Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 5/29/2024

Date: 5/30/2024

1 **ARTICLE 11**  
2 **POLICIES AND REQUESTS FOR INFORMATION**

3 **11.1 State Agency Policies**

4 If DCYF, DSHS, ~~or HCA~~, or L&I develops policies/guidelines affecting Language  
5 Access Providers LAPs, the a Agency will provide the Union with either a hard or  
6 electronic copy of these policies/guidelines. ~~DCYF, DSHS, and HCA~~ The Agency  
7 will provide to the Union any updates to these policies during the term of the  
8 Agreement. This Article is not intended to apply to internal personnel guidelines.

9 **11.2 Union Information Requests**

10 A. The State/Agency agrees to provide the Union, upon written request, access  
11 to materials and information necessary for the Union to fulfill its statutory  
12 responsibility to administer this Agreement.

13 B. The State/Agency will acknowledge receipt of the information request and  
14 will provide an estimated response date.

15 **TENTATIVE AGREEMENT REACHED**

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

18  
19  
20 For the Employer:

*Valerie Inforzato*

21  
22  
23 \_\_\_\_\_  
24 Valerie Inforzato  
25 Lead Negotiator  
26 State of Washington, OFM/SHR/  
27 Labor Relations &  
28 Compensation Policy Section

29 Date: 6/12/2024

For the Union:

*Mark Hamilton*

\_\_\_\_\_

Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 6/12/2024

1 **ARTICLE 12**

2 **DUES AND OTHER VOLUNTARY DEDUCTIONS AND STATUS REPORTS**

3 **12.1 Dues and Other Voluntary Deductions**

4 A. ~~Language Access Providers (LAPs)~~ covered by this Agreement who are  
5 contracted through the Coordinating Entity(ies) with which ~~thean~~  
6 StateAgency contracts may elect to pay membership dues. The  
7 Coordinating Entity(ies) will deduct the monthly amount of dues, for LAPs  
8 who elect to pay dues.

9 B. The StateAgencies agrees to include in contracts with the Coordinating  
10 Entity(ies) a provision for up to two (2) additional voluntary deductions  
11 from the payments to LAPs. An authorization for such voluntary  
12 deduction(s) must be executed by the LAP and may be revoked by the LAP  
13 at any time by giving written notice to the Union.

14 C. On a monthly basis, the Union will deliver electronically to the  
15 Coordinating Entity(ies) and the State an authorization/revocation list with  
16 the following information:

- 17 1. LAP name authorizing the deduction(s) or revocation(s);
- 18 2. Tax Identification Number or other unique identification number;  
19 and
- 20 3. Amount to be deducted for each authorized deduction, identified as  
21 "Dues", "Deduction #2" and "Deduction #3". In the event there are  
22 insufficient funds to cover each deduction, Dues will have priority  
23 over Deductions #2 and #3, and Deduction #2 will have priority over  
24 Deduction #3. Full, partial or no deductions may occur, depending  
25 on the amount available from the LAP's pay.

26 D. When providing the StateAgencies and the Coordinating Entity(ies) with  
27 the list of LAPs who have affirmatively authorized the deduction of dues

1 and any other amounts, the Union will include an attestation of the  
2 authenticity and accuracy of such list, indicating the Union has received  
3 voluntary, affirmative authorization from each individual listed. The  
4 StateAgencies and the Coordinating Entity(ies) shall honor the terms and  
5 conditions of each LAP's signed membership card.

6 E. An LAP may revoke their authorization for dues deduction by written notice  
7 to the Union in accordance with the terms and conditions of their signed  
8 membership card. The Coordinating Entity(ies) will cease deducting dues  
9 after receipt of confirmation from the Union that the terms of the LAP's  
10 signed membership card regarding dues deduction revocation have been  
11 met. After the Coordinating Entity(ies) receives confirmation from the  
12 Union that the LAP has revoked authorization for dues deductions, the  
13 Coordinating Entity(ies) shall end the deductions no later than the second  
14 remittance to the LAP, per Section 7.2 C.1, after receipt of the confirmation.

15 F. Upon request by ~~thean~~ StateAgency, the Union shall provide the  
16 StateAgency with proof of an LAP's affirmative authorization for dues  
17 deduction. The Union will provide this proof to the State within ten (10)  
18 business days, unless the request is for more than twenty-five (25)  
19 authorizations, in which case the parties will agree on an appropriate  
20 timeframe, which in no case will be longer than thirty (30) days.

21 G. On the twentieth (20th) day of each month, deductions will be transmitted  
22 to the Union by the Coordinating Entity(ies) in two separate checks, one  
23 containing dues deductions and Deduction #3 funds, and one containing  
24 Deduction #2 funds. The Coordinating Entity will send these checks to no  
25 more than two (2) official Union addresses. For each individual for whom  
26 a deduction has been made, the Coordinating Entity(ies) will provide a list  
27 accompanying the payment containing the following:

28 1. Full name of LAP;

- 1                   2.     Home address;
  - 2                   3.     Tax Identification Number or other unique identification number;
  - 3                             and
  - 4                   4.     Total amount of each deduction.
- 5     H.     Reimbursement for transportation related expenses will not be subject to
- 6             dues deductions.

7     **12.2   Notification to the Union**

8     The StateAgencies will require the Coordinating Entity(ies) to notify the Union

9     electronically when the LAP completes all required paperwork to provide services

10    under this Agreement. The notification to the Union will be provided on the fifth

11    (5th) and twentieth (20th) days of each month. The notification shall include:

- 12           A.     Full name of LAP;
- 13           B.     Home address;
- 14           C.     Cell phone number, if available;
- 15           D.     Home phone number, if available;
- 16           E.     E-mail address, if available; and
- 17           F.     Working language(s).

18    **12.3   Status Reports**

19    The StateAgencies will require its contracts with the Coordinating Entity(ies) to

20    provide to the Union a report each month in an electronic format of the data listed

21    in Subsections A-I below for each LAP in the bargaining unit who was paid through

22    the Coordinating Entity(ies) as described in [Section 12.1](#).

- 23           A.     Tax Identification Number or other unique identification number;

- 1 B. LAP name;
- 2 C. Home address;
- 3 D. Email address, if available;
- 4 E. Cell phone number, if available;
- 5 F. Home phone number, if available;
- 6 G. Working language(s);
- 7 H. Total amount of time and dollar amount paid for each month for each
- 8 modality; and
- 9 I. Total amount deducted for each deduction type.

10 **12.4** For ~~interpreters in the bargaining unit~~LAPs who are paid through other third parties  
11 or directly by the State Agencies outside the Coordinating Entity, the State Agencies  
12 will provide to the Union each month:

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

16 **12.5 Indemnification and Hold Harmless**

17 The Union and each LAP contracted through the Coordinating Entity(ies) agree,  
18 for the purpose of payment of union dues or other deductions, to indemnify and  
19 hold harmless from liability the State/Agencies and the Coordinating Entity(ies)  
20 (including any agency, officer, executive, employee, contractor or agent thereof)  
21 from all claims, demands, causes of action, lawsuits or other forms of liability (civil,  
22 administrative or otherwise) that may arise for or on account of any deduction made  
23 in accordance with this Article from the pay of such LAP or in the administration  
24 of benefits or expenditures by the Union from the deductions. These

1 indemnification and hold harmless provisions also apply to any beneficiary, assign  
2 or successor in interest of the Union or an LAP.

3 **12.6 Monthly Reports**

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

11 **TENTATIVE AGREEMENT REACHED**

12  
13 *An electronic signature to this Agreement shall be given effect as if it were an original*  
14 *signature.*

15  
16 For the Employer:



17  
18  
19 \_\_\_\_\_  
20 Valerie Inforzato  
21 Lead Negotiator  
22 State of Washington, OFM/SHR/  
23 Labor Relations &  
24 Compensation Policy Section

25 Date: 6/12/2024

For the Union:



17  
18  
19 \_\_\_\_\_  
20 Mark Hamilton  
21 Lead Negotiator  
22 Washington Federation of State  
23 Employees

25 Date: 6/12/2024

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## ARTICLE 13 STATE RIGHTS

**13.1** It is understood and agreed by the parties that the State/Agencies ~~hashave~~ 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 ~~hashave~~ 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

1 interpreted to limit the Union's right to advocate for issues including, but  
2 not limited to budget allocations or programmatic changes that may be  
3 different from what the State/Agencies may propose;

4 D. To manage, direct and control all of the State's/Agencies' activities to  
5 deliver programs and services;

6 E. To develop, modify and administer policies, procedures, rules and  
7 regulations and determine the methods and means by which operations are  
8 to be carried out;

9 F. To establish qualifications of ~~Language Access Providers~~LAPs and  
10 reasonable standards of accountability, except as otherwise limited by this  
11 ~~Agreement~~CBA;

12 G. To make and execute contracts and all other instruments necessary or  
13 convenient for the performance of the State's/Agencies' duties or exercise  
14 of the State's/Agencies' powers, including contracts with public and private  
15 agencies, organizations or corporations to pay them for services rendered or  
16 furnished;

17 H. To determine the management organization, including recruitment,  
18 selection, retention and promotion to positions not otherwise covered by  
19 this ~~Agreement~~CBA;

20 I. To extend, limit or contract out any or all services and/or programs of the  
21 State/Agencies, except as otherwise limited under Article 10, Mandatory  
22 Subjects, and specific to contracting out of bargaining unit work;

23 J. To take whatever actions the State/Agencies deems necessary to carry out  
24 services in an emergency. The State/Agencies shall be the sole determiner  
25 as to the existence of an emergency in keeping with a reasonable and  
26 prudent standard;

1 K. To modify any and all operations and work requirements in order to more  
2 efficiently and effectively provide services as a result of any existing and/or  
3 new laws, rules and regulatory provisions of state and/or federal origin  
4 which may in any way affect the State's Agencies' ability to provide  
5 services;

6 L. To determine the method, technological means and numbers and kinds of  
7 personnel by which operations are undertaken; and

8 M. To maintain and promote the efficiency of public operations entrusted to the  
9 State Agencies.

10 **13.3** The above enumerations of State Agency rights are not inclusive and do not  
11 exclude other State Agency rights not specified including, but not limited to those  
12 duties, obligations or authority provided under federal or state law and to the extent  
13 not otherwise expressly limited by this Agreement. The exercise or non-exercise of  
14 rights retained by the State shall not be construed to mean that any right of the  
15 State Agency is waived.

16 **13.4** No action taken by the State Agencies with respect to a management right shall be  
17 subject to a grievance or arbitration procedure unless the exercise thereof violates  
18 an express written provision of this AgreementCBA.

19 **13.5 Fulfillment of Statutory Obligation**

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

21 The legislature's right to make programmatic modifications to the delivery of state  
22 services.

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

25 *Signatures on the next page.*

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**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:

*Valerie Inforzato*

*Mark Hamilton*

\_\_\_\_\_  
Valerie Inforzato  
Lead Negotiator  
State of Washington, OFM/SHR/  
Labor Relations &  
Compensation Policy Section

\_\_\_\_\_  
Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 5/29/2024

Date: 5/30/2024

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**ARTICLE 14**  
**COMPLETE AGREEMENT**

14.1 The parties hereto acknowledge that during the negotiations which resulted in this AgreementCBA, 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 AgreementCBA. It is further understood that this AgreementCBA fully and completely sets forth all understandings and obligations between the parties and constitutes the entire AgreementCBA between the parties.

14.2 The AgreementCBA expressed herein in writing constitutes the entire AgreementCBA 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 AgreementCBA.

**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:



*Mark Hamilton*

\_\_\_\_\_  
Valerie Inforzato  
Lead Negotiator  
State of Washington, OFM/SHR/  
Labor Relations &  
Compensation Policy Section

\_\_\_\_\_  
Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 5/14/2024

Date: 5/14/2024



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**ARTICLE 16**  
**COMPLIANCE WITH FEDERAL REGULATIONS**

If any part of this AgreementCBA 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 AgreementCBA 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 AgreementCBA shall be in writing and duly executed by the parties and their representatives.

**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:

*Valerie Inforzato*

*Mark Hamilton*

\_\_\_\_\_  
Valerie Inforzato  
Lead Negotiator  
State of Washington, OFM/SHR/  
Labor Relations &  
Compensation Policy Section

\_\_\_\_\_  
Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 5/29/2024

Date: 5/30/2024

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**ARTICLE 17**  
**TERM OF AGREEMENT**

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17.1 All provisions of this AgreementCBA will become effective July 1, ~~2023~~2025, and will remain in full force and effect through June 30, ~~2025~~2027; however, if this AgreementCBA expires while negotiations between the Union and the State are underway for a successor AgreementCBA, the terms and conditions of this AgreementCBA will remain in effect for a period not to exceed one (1) year from the expiration date.

13

17.2 Either party may request negotiations of a successor AgreementCBA 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.

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**TENTATIVE AGREEMENT REACHED**

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

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For the Employer:

*Valerie Inforzato*

\_\_\_\_\_  
Valerie Inforzato  
Lead Negotiator  
State of Washington, OFM/SHR/  
Labor Relations &  
Compensation Policy Section

Date: 5/14/2024

For the Union:

*Mark Hamilton*

\_\_\_\_\_  
Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 5/14/2024



1 **Article X**

2 **INDUSTRIAL INSURANCE COVERAGE**

3  
4 A Coordinating Entity and an LAP may be subject to workers' compensation premiums  
5 for an LAP's coverage based on their independent contractor status performing interpreter  
6 services as a subcontractor and when the LAP does not meet the exemption requirements  
7 listed under [RCW 51.08.180](#) and [RCW 51.08.195](#). The procedure for submitting and  
8 processing a workers' compensation claim will be in accordance with all applicable laws,  
9 regulations, and the Coordinating Entity's policy. This process is described on the L&I  
10 website at the following link: [Injured? What You Need to Know \(wa.gov\)](#). If a claim is  
11 accepted for an LAP who sustains a work-related illness or injury that is compensable  
12 under state workers' compensation, coverage may include medical expenses and a  
13 percentage of lost compensation in accordance with RCW 51.08.178.  
14

15 **TENTATIVE AGREEMENT REACHED**

16  
17 *An electronic signature to this Agreement shall be given effect as if it were an original*  
18 *signature.*

19  
20 For the Employer:

*Valerie Inforzato*

21  
22  
23 \_\_\_\_\_  
24 Valerie Inforzato  
25 Lead Negotiator  
26 State of Washington, OFM/SHR/  
27 Labor Relations &  
28 Compensation Policy Section

29 Date: 8/5/2024

For the Union:

*Mark Hamilton*

30  
31  
32 \_\_\_\_\_  
33 Mark Hamilton  
34 Lead Negotiator  
35 Washington Federation of State  
36 Employees

Date: 8/6/2024

1 **ARTICLE X2**

2 **PERSONALLY IDENTIFIABLE INFORMATION**

3 **X2.1 Data Use**

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

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

16 **X2.2 Public Disclosure**

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

19 **X2.3 Data Breach**

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

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

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

**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:

*Mark Hamilton*

---

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

---

Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 8/16/2024

Date: 8/16/2024

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/  
17 Labor 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:



*Mark Hamilton*

---

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

---

Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 7/19/2024

Date: 7/19/2024



1 ~~B. MEMORANDUM OF UNDERSTANDING~~  
2 ~~BETWEEN~~  
3 ~~THE STATE OF WASHINGTON~~  
4 ~~AND~~  
5 ~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~

6 ~~Language Access Providers Bargaining Unit~~  
7 ~~Data Sharing Agreement~~

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

15 ~~DSAs are part of a suite of tools designated to safeguard and protect LAPs' information.~~  
16 ~~DSAs are a best practice when an agency shares Category 3 or higher data. Additionally,~~  
17 ~~the Office of the Chief Information Officer outlines in Policy #141.10 that when an agency~~  
18 ~~shares Category 3 or higher data outside of their agency, an agreement must be in place~~  
19 ~~unless otherwise prescribed by law.~~

20 ~~Data shared under the DSA will be in response to information requests, status reports, and~~  
21 ~~voluntary deductions reporting as set forth in the collective bargaining agreement and~~  
22 ~~covers both Category 3 and 4 data, including Personal Information and Confidential~~  
23 ~~Information that OFM may provide to the Union. This Agreement does not waive the~~  
24 ~~State's rights with regard to responding to requests for information.~~

25 ~~Category 3 Confidential information is information that is specifically protected from~~  
26 ~~either release or disclosure by law. This includes, but is not limited to:~~

27 ~~a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10;~~

28 ~~b. Information about public employment and licensing as defined in RCW~~  
29 ~~42.56.250;~~

1 e. ~~Lists of individuals for commercial purposes as defined in RCW 42.56.070~~  
2 ~~(9); and/or~~

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

5 ~~Category 4 Confidential information requiring special handling is information that is~~  
6 ~~specifically protected from disclosure by law and for which:~~

7 a. ~~Especially strict handling requirements are dictated, such as by statutes,~~  
8 ~~regulations, or agreements; and~~

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

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

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

14 a. ~~The data that will be shared;~~

15 b. ~~The specific authority for sharing the data;~~

16 c. ~~The classification of the data shared;~~

17 d. ~~Access methods for the shared data;~~

18 e. ~~Authorized users and operations permitted;~~

19 f. ~~Protection of the data in transport and at rest;~~

20 g. ~~Storage and disposal of data no longer required;~~

21 h. ~~Backup requirements for the data if applicable; and~~

22 i. ~~Other applicable data handling requirements.~~



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

3 TENTATIVE AGREEMENT REACHED

4  
5 An electronic signature to this Agreement shall be given effect as if it were an original  
6 signature.

7  
8 For the Employer:

9 

10 \_\_\_\_\_  
11 Valerie Inforzato  
12 Lead Negotiator  
13 State of Washington, OFM/SHR/  
14 Labor Relations &  
15 Compensation Policy Section

16  
17 Date: 8/16/2024

For the Union:

18 *Mark Hamilton*

19 \_\_\_\_\_  
20 Mark Hamilton  
Lead Negotiator  
Washington Federation of State  
Employees

Date: 8/16/2024