

**INTERIM AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES**

**Re: The September 14, 2023, Certified Language Access Providers Bargaining Unit
at the Washington State Department of Labor and Industries
During the Remainder of the 2023-2025 Biennium**

On September 14, 2023, the Washington State Public Employment Relations Commission issued a certification decision in Case No. 133171-E-20 declaring the Washington Federation of State Employees, AFSME, Council 28, AFL-CIO (Union) as the representative of the Language Access Providers (LAPs) Bargaining Unit at the Washington State Department of Labor and Industries (Agency or LNI). Due to this decision, this Interim Agreement is entered into between the State of Washington (State) and the Union in accordance with the provisions of [RCW 41.56](#). The parties agree to the following terms for the remainder of the 2023-2025 biennium. This Agreement covers the terms and condition of the partnership between the State and the Union representing the LAP Bargaining Unit at the Agency.

1. Union-Management Committees

- 1.1 Purpose: Union-Management Committees are for the purpose of maintaining communications between the Union and the Agency, in order to cooperatively discuss matters of mutual concern, including but not limited to implementation of this Agreement and proposed initiatives, rules, or policies.
- 1.2 Meetings: Up to eight (8) Union representatives and up to eight (8) Agency representatives will participate in Union-Management Committee meetings established under this section. 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 will 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 within thirty (30) days of the signing of this Agreement for FY 2024 and by June 30, 2024, for FY 2025. Meetings should be held at mutually convenient times and locations. The parties will exchange an agenda one (1) week prior to the scheduled meeting. There will be at least a two (2) week notice for rescheduled meetings.
- 1.3 Upon mutual agreement, ad hoc Union-Management Committees may be established.

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

2. Mandatory Subjects

- 2.1 The 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 Agency will notify the Executive Director of the Union, by email to mandatorynotice@wfse.org, of a change in writing, citing this section.
- 2.2 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, to labor.relations@ofm.wa.gov, on the impact of the change within twenty-one (21) calendar days of receipt of the Agency's written notice to the Union.
- 2.3 In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the written notice, the Agency may implement the changes without negotiations.
- 2.4 There may be emergency or mandated conditions that are outside of the Agency's control requiring immediate implementation, in which case the Agency will notify the Union as soon as possible about the conditions and the implementation.
- 2.5 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 the State will exchange the names of the bargaining meeting participants at least five (5) calendar days prior to the negotiations meeting.

3. Union Information Requests

- 3.1 The 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.
- 3.2 The Agency will acknowledge receipt of the information request and will provide an estimated response date.

4. Process for Feedback about Services Provided by Language Access Providers

The Agency welcomes input from the Union to improve the process of comments about services provided by 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 process for feedback is not subject to any grievance process.

5. Union Rights

5.1 The State/Agencies shall remain neutral on the question of union membership and union representation for 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 CBA.

5.2 The State/Agencies shall not meet, discuss, confer, subsidize or negotiate with any other labor or LAP organization or its representatives on matters relating to the bargaining unit specified in [RCW 41.56.510\(2\)\(a\)\(i\)](#).

5.3 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 CBA or in protected activities on behalf of the Union.

5.4 Privacy

Public records requests concerning LAPs shall be in accordance with the Public Records Act and other legal authority. The State/Agency receiving the request shall notify the Union of public records requests for the following identifying information of LAPs covered by this 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/Agencies 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.)

6. State/Agency's Management's Rights

6.1 It is understood and agreed by the parties that the State/Agency has core management rights. Except to the extent modified by this Agreement, the State/Agency 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/Agency, and the State/Agency has the right to decide and implement its decisions regarding such management rights. Unless otherwise revised

by statute, the mandatory subjects of bargaining between the parties shall be limited solely to the subjects identified in [RCW 41.56.510\(2\)\(c\)](#), which includes a reference to the collective bargaining definition in [RCW 41.56.030\(4\)](#). The parties acknowledge that the mandatory subjects of bargaining identified in [RCW 41.56.510\(2\)\(c\)](#) are the only subjects the parties are authorized to bargain, unless otherwise revised by statute.

6.2 Rights Reserved to the State/Agency

The rights reserved solely to the State/Agency, 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/Agency;
- B. To establish the State/Agency's missions, programs, objectives, activities and priorities within the statutory mandates;
- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State/Agency's missions, programs, objectives, activities and priorities; however, this paragraph shall not be interpreted to limit the Union's right to advocate for issues including, but not limited to budget allocations or programmatic changes that may be different from what the State/Agency may propose;
- D. To manage, direct and control all of the State/Agency's activities to deliver programs and services;
- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out;
- F. To establish qualifications of Language Access Providers and reasonable standards of accountability, except as otherwise limited by this Agreement;
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the State/Agency's duties or exercise of the State/Agency's powers, including contracts with public and private agencies, organizations or corporations to pay them for services rendered or furnished;
- H. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement;

- I. To extend, limit or contract out any or all services and/or programs of the State/Agency, except as otherwise limited under Section 2, Mandatory Subjects, and specific to contracting out of bargaining unit work;
- J. To take whatever actions the State/Agency deems necessary to carry out services in an emergency. The State/Agency will 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/Agency's ability to provide services;
- L. To determine the method, technological means, and numbers and kinds of personnel by which operations are undertaken; and
- M. To maintain and promote the efficiency of public operations entrusted to the State/Agency.

6.3 The above enumerations of State/Agency rights are not all 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/Agency shall not be construed to mean that any right of the State/Agency is waived.

6.4 No action taken by the State/Agency 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.

6.5 Fulfillment of Statutory Obligation

As provided under [RCW 41.56.510\(5\)\(b\)](#), this Agreement expressly reserves: The legislature's right to make programmatic modifications to the delivery of state services. Nothing contained in this Agreement shall be construed as to subtract from, modify or otherwise diminish these rights in any manner.

7. Interpreter Service Fee Schedule

Effective November 1, 2024, the Agency Interpreter Service Fee Schedule in effect on October 31, 2024, will be increased five percent (5%). These updated rates will be reflected in the Agency's Interpreter Service Fee Schedule as set forth via the following link: [Fee Schedules and Payment Policies \(MARFS\) \(wa.gov\)](#) (see [Fee Schedules and Payment Policies](#) Link and then Billing and Payment Policies tab).

8. Consolidation of the WFSE-LAP LNI Bargaining Unit with the WFSE-LAP DCYF, DSHS, and Medicaid Enrollee (HCA-administered) Bargaining Unit
WFSE has filed a petition with the Public Employment Relations Commission to consolidate the recently certified WFSE-LAP LNI Bargaining Unit with the 2010-certified WFSE-LAP Department of Children, Youth, and Families (DCYF), Department of Social and Health Services (DSHS), and Medicaid Enrollee (Health Care Authority - HCA administered) Bargaining Unit, pursuant to [RCW 41.56.510\(2\)\(f\)](#).
9. Savings Clause
 - 9.1 This Agreement shall be subject to all present and future applicable federal, state, and local laws, rules, and regulations of governmental authority. Should this Agreement, or any provision of this Agreement, or the application of a provision of this Agreement to any person(s) or circumstance(s), be invalidated or ruled contrary to law by a federal or state court or by a duly authorized agency, the remainder of this Agreement or the application of such provision of this Agreement to other person(s) or circumstance(s), in the event of a partial invalidation or unlawfulness, shall not be affected thereby.
 - 9.2 In the event of such partial invalidation or unlawfulness, the parties shall meet within thirty (30) days to negotiate a substitute provision.
10. Workgroup Relating to Article 7 - Economic Process
 - 10.1 These provisions are related to Article 7 – Economic Process, for WFSE and L&I to discuss strategies for addressing invoices denied for payment and explore economic process improvements including creation of a non-payment reimbursement fund.
 - 10.2 Beginning October 1, 2024, the Agency will provide WFSE with a report on a quarterly basis listing invoices that have been denied. The report will also include a summary of the issues that prompted the denial, as well as actions taken to resolve those issues.
 - 10.3 From October 1, 2024, through June 30, 2025, the Agency and the Union will meet virtually, as a workgroup, no less than four (4) times on mutually agreeable dates and times. Additional meetings may be scheduled if the parties mutually agree.
 - 10.4 At each meeting, the Union may have up to six (6) total representatives, and the Agency may have up to six (6) total representatives. The Agency and the Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. The Union will send to the Agency’s Labor Relations email address: ohrlr@lni.wa.gov the names of its representatives attending the meetings, at

least ten (10) calendar days in advance of the date of the meeting.

10.5 This Section 10 is not subject to Article 8 - Grievance Procedure in the CBA. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

This Interim Agreement shall become effective on _____, 2024 and shall expire on June 30, 2025.

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

For the Employer:

For the Union:

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

Mark Hamilton
Lead Negotiator
Washington Federation of State
Employees

Date: _____

Date: _____