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Interim Agreement

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Between

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The State of Washington

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and

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The Washington Federation of State Employees

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Re: Washington State Department of Enterprise Services Certified Language Access

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Providers Bargaining Unit

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for the Remainder of the 2025-2027 Biennium

10 On May 14, 2025, the Washington State Public Employment Relations Commission issued a
11 certification decision in Case No. 141375-E-24 declaring the Washington Federation of State
12 Employees, AFSCME, Council 28, AFL-CIO (Union) as the representative of the Washington
13 State Department of Enterprise Services (DES) Language Access Providers (LAPs) Bargaining
14 Unit. Due to this decision, this Interim Agreement is entered into between the State of Washington
15 (State) and the Union in accordance with the provisions of [RCW 41.56](#). The parties agree to the
16 following terms for the remainder of the 2025-2027 biennium.

17 This Agreement covers the terms and condition of the partnership between the State and the Union
18 representing the DES LAP Bargaining Unit under the following conditions:

19 **Recognition**

20 The State recognizes the Union as the exclusive bargaining representative for all independent
21 contractors who provide spoken language interpretation services for any state agency through a
22 contract with DES. *See* RCW 41.56.157(2)(a)(iii). This agreement shall also apply to any LAPs
23 who are added to the bargaining unit by unit clarification, accretion and/or agreement of the
24 parties.

25 **Posting of Agreement**

26 The State will post the current Collective Bargaining Agreement (CBA) electronically on the
27 Office of Financial Management – State Human Resources – Labor Relations & Compensation
28 Policy (OFM/SHR/LR&CP) website.

29 The Department of Enterprise Services (DES) will post a link to the OFM/SHR/LR&CP
30 webpage containing the current CBA on the DES Contract Summary Page.

31 **Exclusions** ~~The bargaining unit expressly excludes:~~

- 32 ~~• Manager or employee of a broker or language access agency pursuant to RCW~~
33 ~~41.56.030(11)(b).~~
- 34 ~~• Employees of vendors, subcontractors, or third-party administrators who provide~~
35 ~~interpreter services through a contract with DES.~~
- 36 ~~• Any individuals who are otherwise considered state employees or employees of private~~
37 ~~entities.~~

38 **Clarification of Scope** ~~The Union's representation rights extend only to members of the DES~~
39 ~~bargaining unit as defined in PERC Case No. 141375-E-24.~~

40 **No Obligation to Bargain Over Vendor Employees** ~~The State has no obligation to bargain~~
41 ~~with the Union over wages, hours, or working conditions of the individuals excluded above,~~

42 ~~and the Union acknowledges that its representational authority does not extend to such~~
43 ~~individuals.~~

44 **1. Mandatory Subjects**

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46 1.1 The State will satisfy its collective bargaining obligation before making a change
47 with respect to a matter that is a mandatory subject as specified in [RCW](#)
48 [41.56.157\(2\)\(c\)](#). The State will notify the Executive Director of the Union, by
49 email to mandatorynotice@wfse.org, of a change in writing, citing this section.

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51 1.2 The Union may request negotiations by submitting a demand to bargain to the
52 Office of Financial Management / State Human Resources / Labor Relations &
53 Compensation Policy Section, to labor.relations@ofm.wa.gov, on the impact of
54 the change within twenty-one (21) calendar days of receipt of the State's written
55 notice to the Union.

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58 1.3 In the event the Union does not request negotiations within twenty-one (21)
59 calendar days of receipt of the written notice, the State may implement the
60 changes without negotiations.

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62 1.4 There may be emergency or mandated conditions that are outside of the State's
63 control requiring immediate implementation, in which case the State will notify
64 the Union as soon as possible about the conditions and the implementation.

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66 1.5 The parties will agree to the date, time, and forum for the negotiations. Each party
67 is responsible for choosing its own representatives for the negotiations. The Union
68 and the State will exchange the names of the bargaining meeting participants at
69 least five (5) calendar days prior to the negotiations meeting.

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2. Union Information Requests

- 2.1 The State/DES 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.
- 2.2 The State/DES will acknowledge receipt of the information request and will provide an estimated response date.

3. Process for Feedback about Services Provided by Language Access Providers and Union Management Committees

3.1 Process for Feedback

The State/DES 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)/vendors regarding services provided by LAPs. This process for feedback is not subject to any grievance process.

3.2 UMC

DES LAPs will be included in the UMCs described in Article 9 of the 2025-2027 CBA. The total number of participants will be increased to fifteen (15) participants on behalf of the union and fifteen participants on behalf of the five (5) agencies. Additional participants may be included upon mutual agreement with the parties.

4. Union Rights

95 4.1 The State/DES shall remain neutral on the question of union membership and union
96 representation for LAPs. All questions addressed to the State/DES concerning
97 membership or representation by the Union will be referred to the Union. The DES
98 shall make union neutrality part of its contract terms with Coordinating Entities
99 who deliver services established by this CBA.

100 4.2 The State/DES shall not meet, discuss, confer, subsidize or negotiate with any other
101 labor or LAP organization or its representatives on matters relating to the
102 bargaining unit.

103 4.3 The State/DES will not, on account of membership or non-membership in the
104 Union, discriminate against, intimidate, restrain or coerce an LAP interpreter on
105 account of the exercise of rights granted by this CBA or in protected activities on
106 behalf of the Union.

107 4.4 Privacy

108 The State/DES shall notify the Union if it receives a public records request for the
109 residential/business/ mailing address, Social Security Number(s), telephone
110 number(s), email address(es), and/or date(s) of birth of LAPs covered by this
111 Agreement. The State/Agencies will redact LAP's Social Security numbers on any
112 document subject to a public records request as permitted under the law. The notice
113 to the Union shall be provided within seven (7) business days of the request to the
114 State/DES. This notice provision shall not be grievable. This section does not apply
115 to public records requests from governmental entities (city, county, state, federal,
116 school districts, legislative, judicial, executive, etc.)

117 **5. States Rights**

118 5.1 It is understood and agreed by the parties that the State/DES has core management
119 rights. Except to the extent modified by this Agreement, the State/DES reserves

120 exclusively all the inherent rights and authority to manage and operate its programs.
121 The parties agree that all rights not specifically granted in this Agreement are
122 reserved solely to the State/DES, and the State/DES has the right to decide and
123 implement its decisions regarding such management rights. Unless otherwise
124 revised by statute, the mandatory subjects of bargaining between the parties shall
125 be limited solely to the subjects identified in [RCW 41.56.157\(2\)\(c\)](#), which includes
126 a reference to the collective bargaining definition in [RCW 41.56.030\(4\)](#). The parties
127 acknowledge that the mandatory subjects of bargaining identified in [RCW](#)
128 [41.56.157\(2\)\(c\)](#) are the only subjects the parties are authorized to bargain, unless
129 otherwise revised by statute.

130 5.2 Rights Reserved to the State/DES

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

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

- 144 D. To manage, direct and control all of the State/DES's activities to deliver
145 programs and services;
- 146 E. To develop, modify and administer policies, procedures, rules and
147 regulations and determine the methods and means by which operations are
148 to be carried out;
- 149 F. To establish qualifications of Language Access Providers and reasonable
150 standards of accountability, except as otherwise limited by this Agreement;
- 151 G. To make and execute contracts and all other instruments necessary or
152 convenient for the performance of the State/DES's duties or exercise of the
153 State/DES's powers, including contracts with public and private agencies,
154 organizations or corporations to pay for services rendered or furnished;
- 155 H. To determine the management organization, including recruitment,
156 selection, retention and promotion to positions not otherwise covered by
157 this Agreement;
- 158 I. To extend, limit or contract out any or all services and/or programs of the
159 State/Agency, except as otherwise limited under Section 2, Mandatory
160 Subjects, and specific to contracting out of bargaining unit work;
- 161 J. To take whatever actions the State/DES deems necessary to carry out
162 services in an emergency. The State/DES will be the sole determiner as to
163 the existence of an emergency in keeping with a reasonable and prudent
164 standard;
- 165 K. To modify any and all operations and work requirements in order to more
166 efficiently and effectively provide services as a result of any existing and/or

167 new laws, rules and regulatory provisions of state and/or federal origin
168 which may in any way affect the State/DES's ability to provide services;

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

171 M. To maintain and promote the efficiency of public operations entrusted to the
172 State/DES.

173 5.3 The above enumerations of State/DES rights are not all inclusive and do not
174 exclude other State/DES rights not specified including, but not limited to those
175 duties, obligations or authority provided under federal or state law and to the extent
176 not otherwise expressly limited by this Agreement. The exercise or non-exercise
177 of rights retained by the State/DES shall not be construed to mean that any right
178 of the State/DES is waived.

179 5.4 No action taken by the State/DES with respect to a management right
180 shall be subject to a grievance or arbitration procedure unless the exercise violates
181 an express written provision of this Agreement

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183 5.5 Fulfillment of Statutory Obligation

184 As provided under [RCW 41.56.157\(5\)\(b\)](#), this Agreement expressly reserves: The
185 legislature's right to make programmatic modifications to the delivery of state
186 services. Nothing contained in this Agreement shall be construed as to subtract from,
187 modify or otherwise diminish these rights in any manner.

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189 **~~6. Vendor Employees~~**

190 **~~6.1 Continued Use of Vendor Employees~~**

191 ~~The State/DES retains the right to contract with vendors, subcontractors, or~~
192 ~~third-party administrators to provide interpreter services. Employees of such vendors~~
193 ~~shall continue to perform interpreter services as assigned by their respective~~
194 ~~employers.~~

195 ~~6.2 No Unfair Labor Practice~~

196 ~~The use of vendor employees to provide interpreter services is consistent with past~~
197 ~~practice and lawful contracting authority and is necessary to meet the needs of state~~
198 ~~agencies to provide language access services. The parties agree that the continued use of~~
199 ~~vendor employees to provide interpreter services does not constitute an unfair labor~~
200 ~~practice, nor does it diminish the rights of bargaining unit members.~~

201 ~~6.3 Preservation of Bargaining Rights~~

202 ~~Nothing in this section shall limit the Union's right to bargain over mandatory subjects of~~
203 ~~bargaining that affect bargaining unit members.~~

204 **7. Interpreter Service Fee Schedule**

205 The DES will maintain its current pay practices and rates for the duration of the 2025-2027
206 biennium. DES will provide the Union with a list in accordance with RCW 41.56.157 (4)
207 of all DES language access providers, as defined in RCW 41.56.030, including their names,
208 addresses, and other contact information by September 1, 2026.

209 **8. Savings Clause**

210 8.1 This Agreement shall be subject to all present and future applicable federal, state,
211 and local laws, rules, and regulations of governmental authority. Should this
212 Agreement, or any provision of this Agreement, or the application of a provision of
213 this Agreement to any person(s) or circumstance(s), be invalidated or ruled contrary

214 to law by a federal or state court or by a duly authorized agency, the remainder of
215 this Agreement or the application of such provision of this Agreement to other
216 person(s) or circumstance(s), in the event of a partial invalidation or unlawfulness,
217 shall not be affected thereby.

218 8.2 In the event of such partial invalidation or unlawfulness, the parties shall meet
219 within thirty (30) days to negotiate a substitute provision.

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221 **9. Establishing State/DES and WFSE Workgroup**

222 ~~These provisions provide an opportunity for WFSE and the State/DES to discuss~~
223 ~~compensation topics in general, differences between vendor contracts, remittances of~~
224 ~~dues and standardization of status reports.~~

225 These provisions create space for WFSE and the State/DES to develop a plan for the
226 implementation of article 12 by July 1, 2027, and for the union to provide feedback
227 regarding the scheduling system(s) for State agency spoken language interpreting
228 requests through a DES contract.

229 A. From ~~November 1~~~~December~~January 1, 2026, through ~~February~~~~June~~2830,
230 20276, the State/DES and the Union will meet virtually, as a workgroup, no less
231 than **three (3)** times on mutually agreeable dates and times. Additional meetings
232 may be scheduled if the parties mutually agree.

233 B. At each meeting, the Union may have up to twelve (12) total representatives, and the Agency
234 may have up to twelve (12) total representatives. Additional participants may be included upon
235 mutual agreement of the parties. The Agency and the Union will be responsible for the selection
236 of their own representatives. If agreed to by the parties, additional representatives may be added.
237 The Union will send to OFM email address: labor.relations@ofm.wa.gov the names of its

238 representatives attending the meetings at least ten (10) calendar days in advance of the date of the
239 meeting.

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241 Any changes or amendments to this Agreement shall be in writing and duly executed by the parties
242 and their representatives.

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244 **This Interim Agreement shall become effective on May 28, 202~~6~~5 and shall expire on June**
245 **30, 2027.**

246 *James Dannen*

James Dannen, Labor Negotiator
OFM/SHR, Labor Relations and
Compensation Policy Section

Mark Hamilton 6/1/2026

Mark Hamilton, Labor Negotiator
Washington Federation of State
Employees

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