ARTICLE 1
UNION RECOGNITION

1.1 Recognition

The Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO is recognized as the sole and exclusive representative of language access providers who provide spoken language interpreter services for Department of Social and Health Services appointments, Department of Children, Youth and Families appointments, or Medicaid enrollee appointments. ~~as defined in RCW 41.56.030(10).~~

This Agreement shall also apply to any language access providers- who are added to the bargaining unit by unit clarification, accretion and/or Agreement of the parties.

1.2 Posting of Agreement

A. The State will post the current Agreement electronically on the Office of Financial Management (OFM) State Human Resources Labor Relations Section (LRS) website.

B. The State will post the LRS webpage address to the current Agreement on the Department of Enterprise Services webpage that contains information on vendor contracts impacted by this Agreement.

C. Coordinating entities will post the LRS webpage link to the current Agreement on the webpage that is the primary interpreter access point.

7/11/18 — For the State of Washington Date

7/11/2018 — For the Union Date

ARTICLE 2

NON-DISCRIMINATION

2.1 The State and the Union are committed to a policy of non-discrimination. The State shall not discriminate with respect to matters specified in RCW 41.56.510(2)(c) on the basis of race, gender, gender expression, gender identity, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, ancestry, military status, citizenship status, political affiliation and/or beliefs, or disability.

2.2 This Article shall not be construed as otherwise limiting or impeding the right of third parties and/or ~~DSHS~~ State agency representatives to select and/or contract with any interpreter based on the specific needs of the LEP client.

5/24/18 5/24/18

For the State of Washington Date For the Union Date

ARTICLE 3

UNION RIGHTS

3.1 The State shall remain neutral on the question of union membership and union representation for interpreters. All questions addressed to the State concerning membership or representation by the Union will be referred to the Union. The State shall make union neutrality part of its contract terms with coordinating entity(s) who deliver services established by this Agreement.

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

3.3 The State will not, on account of membership or non-membership in the Union, discriminate against, intimidate, restrain or coerce an interpreter on account of the exercise of rights granted by this Agreement or in protected activities on behalf of the Union.

3.4 Privacy

Public records requests concerning language access providers 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 language access providers covered by this Agreement, as defined in RCW 41.56.030(10) and as provided to the State and/or coordinating entity by the language access provider: residential/business/mailing address, telephone numbers, email addresses, and dates of birth. The State will redact language access providers' 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.).

1

2 7/11/18 7/11/18

3 For the State of Washington Date For the Union Date

4

ARTICLE 4

PROFESSIONAL DEVELOPMENT AND TRAINING

4.1 The purpose of professional development and training requirements for interpreters is to maintain the skill levels interpreters possess at the time they pass their interpreter certification examination, and to further enhance their skills and knowledge. Both the State and the Union encourage interpreters to complete training and continuing education activities.

4.2 The State or its coordinating entities will:

A. Post a reference link to the National Standards on Culturally and Linguistically Appropriate Services (CLAS) on the coordinating entities' websites.

B. Post a reference link to the DSHS Language Interpreter and Translator Code of Professional Conduct on the coordinating entities' websites.

C. Post a reference link to the Union (Local 1671) website on the DSHS Language Testing and Certification (LTC) website.

D. Annually distribute an electronic copy of the "DSHS Language Interpreter and Translator Code of Professional Conduct" to Medicaid medical providers.

E. On a quarterly basis, make available to all authorized requestors an electronic tutorial guide on completion of work order forms.

4.3 Annual Communication to Authorized Requestors

A. <u>Communication to Medicaid Medical Providers</u>

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

1. How the CBA applies to medical providers;
2. A reference to National Standards on CLAS;

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

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

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

1. How the CBA applies to services covered by this Agreement;
2. A reference to National Standards on CLAS;
3. A reference to the DSHS Language Interpreter and Translator Code of Professional Conduct;
4. A reference to Title VI of the Civil Rights Act of 1964;
5. Suggestions on how to work with interpreters; and
6. A reminder for DSHS employees to schedule appointments through the coordinating entity.

4.4 Interpreter Advisory Group

A. The parties to this Agreement agree to maintain a volunteer Interpreter Advisory Group to provide input to the State on its duties per Chapter 388-03 WAC, Rules and Regulations for the Certification of DSHS Spoken Language Interpreters.

B. Composition of the Interpreter Advisory Group

The DSHS Secretary or designee will make all appointments to the parties' ~~seventeen~~ eighteen (18~~7~~) member Advisory Group to include:

1. One (1) designated representative each from DSHS, Department of Children, Youth, and Families (DCYF), Health Care Authority (HCA), the Department of Enterprise Services, and another agency;
2. One (1) spoken language interpreter at large;
3. One (1) physician licensed by the State under RCW Chapter 18.57, 18.29, or 18.71;
4. One (1) hospital language access administrator;
5. Two (2) representatives from immigrant or refugee advocacy organizations;
6. One (1) member from the public;
7. One (1) trainer from a higher education institution;
8. Four (4) representatives from the Union, of which at least two (2) will be spoken language interpreters working under this Agreement; and
9. Two (2) representatives from the DSHS Language Testing and Certification program (LTC).

C. The Advisory Group shall meet a minimum of four (4) times per year, or more often as needed or as requested by DSHS.

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

4.5 Orientation for DSHS Language Testing and Certification Applicants

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

A. Written testing administered in a DSHS building

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

B. Written testing not administered in a DSHS building

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

C. Brochure and Membership Card for Testing Applicants

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

4.6 Interpreter Professional Development Offered by the Union

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

4.7 Interpreter Specialization and Endorsements

No later than July 1, 2020, the Interpreter Advisory Group will discuss the concept of an endorsements system for interpreters achieving significant additional training in a given specialty area. Areas of expertise considered for such endorsements might include, but would not be limited to, services requested by oncologists, cardiologists, mental health providers, family counseling meetings, drugs and alcohol rehabilitation meetings, and domestic violence related meetings. The Interpreter Advisory Group will review certification programs outside of the Language Testing and Certification (LTC) Program that may be used to create an endorsements system.

4.8 Review of Continuing Education Requirements

By or before October 1, 2019, the Interpreter Advisory Group shall meet to review and discuss the effectiveness and overall impact of the continuing education requirements described in WAC 388-03-160 which took effect April 6, 2015. The meeting agenda shall include a review of the number and disposition of interpreters who failed to satisfy the requirements to maintain certification or authorization, any measurable impact on appointment fill rates. The Interpreter Advisory Group will submit recommendations for future changes to the continuing education requirements to the Language Testing and Certification Program (LTC) by or before January 1, 2020.

7/11/18 — For the State of Washington Date

7/11/18 — For the Union Date

ARTICLE 5
DOCUMENTATION

5.1 Required Documentation

A. The authorized requestor, interpreter and the language agency or coordinating entity shall be required to complete the appointment work order form and that shall be the only basis for payment by the State and/or third parties, unless otherwise required by Medicaid regulations.

B. DSHS may also require the completion of daily logs for block-time appointments that list:

1. DSHS worker;
2. Name of each client;
3. Type of service;
4. Start and end time for each client;
5. Start and end time of the block-time appointment; and
6. Modality (in person, video remote interpretation, telephone or translation etc.).

C. All work order forms will be in electronic format, with the exception of appointments in the home or community, or when the electronic format is not available. ~~HCA may also require the completion of daily logs for facility appointments that list:~~

~~1. Medical Provider;~~

~~2. Name of each client;~~

~~3. Start and end time for each client;~~

~~4. Start and end time of the facility appointment; and~~

~~5. Modality (in-person, video remote interpretation or telephone etc.).~~

5.2 For in-person, ~~facility,~~ or block-time appointments, the appointment work order will indicate the authorized requestor's scheduled start and end times of the appointment. The

State or its third parties must require authorized requestors and interpreters to sign or electronically submit the appointment work order form indicating:

A. The interpreter's start time per Article 6.3, Appointment Times; and

B. The interpreter's actual service end time.

5.3 Interpreters will have electronic capabilities to view the specific duration and date(s) for when they provided services or were scheduled to provide such services through the State's coordinating entity(s).

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

~~5.4~~5.5 In order for the interpreter to fully prepare, work order forms will include space for the authorized requestor to describe the department or field of services if known. Information supplied in this field will be limited by federal and state law regarding confidentiality of information. The work order form for home visits will include a field contact phone number, ~~if available,~~ for the State employee who will be present, if available, that may be used for the purpose of this appointment only.

~~5.5~~5.6 Electronic Work Orders with Incomplete Times

When ~~a coordinating entity allows for electronic completion of work order forms, and~~ an authorized requestor has not electronically entered a start or end time for a job within two (2) business days after the date of service, the coordinating entity shall electronically notify the interpreter and the interpreter will submit their start and end time for verification. ~~the authorized requestor and interpreter no later than 5:00 p.m. on the next business day.~~

If an authorized requestor does not respond to the coordinating entity's notification of an incomplete electronic work order within thirty calendar days of the appointment, then the interpreter's submitted start and end time will be the basis for payment by the State and/or third parties. The interpreter will be asked to confirm the appointment start and end times.

Interpreters must review and approve jobs within one-hundred-eighty (180) days from the service date. Failure to do so will result in non-payment.

~~5.6~~5.7 Disputed Times on Electronic Work Order

~~When the coordinating entity allows for electronic completion of work order forms and the interpreter disputes the authorized requestor's entered start and completion time, the~~

~~coordinating entity shall contact the authorized requestor within four (4) business days after the dispute to discuss the alternative times provided by the interpreter.~~

If an authorized requestor does not respond to the coordinating entity's notification of a disputed electronic work order within thirty calendar days of the appointment, then the interpreter's submitted start and end times will be the basis for payment by the State and/or third parties. The interpreter will be asked to confirm the appointment start and end times.

~~5.7~~5.8 The electronic work order form completed by the authorized requestor will be the basis for payment. However, when completing an electronic work order form, the authorized requestor has the discretion to also complete a paper format of the work order form if requested by the interpreter. If there is dispute over the start or end times, the coordinating entity shall consider the paper format of the work order form. Decisions to not request the signing of a written form will not be a basis for judgment against an interpreter who grieves any part of this Agreement.

~~5.8~~5.9 Background Checks

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

5/24/18 | 5/24/18

For the State of Washington Date | For the Union Date

Employer Proposal

This proposal is offered as a "What If" proposal. This offer is contingent on arriving at an agreement on the complete agreement and not proceeding to arbitration. If this "What If" proposal is not agreed to in its entirety, we revert to our previous proposal (ECP3).

- **Interpreter Hourly Rate, year one: $41.00**
- **Interpreter Hourly Rate, year two: $42.20**
- Social Service Appointments: $2.00/hour premium
- Block Time Appointments: Status quo of $31.00
- Pay double-bookings at the No-Show/Cancellation rate of 75%.
- In 6.5G – "If an appointment ends earlier than the originally scheduled time, an interpreter will be paid for seventy-five percent (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payments related to this section shall be capped at $100,000 per year for each year of this Agreement. The payment minimums described in Section 6.3 continue to apply."

All other sections the same as the Employer's Counter Proposal 3 from July 11th, 2018.

This offer expires at 11:59 pm on July 11, 2018.

7/11/18 — For the State of Washington Date

7/11/18 — For the Union Date

ARTICLE 7

ECONOMIC PROCESS

7.1 Punitive Fines

Brokers, language agencies and/or coordinating entity(s) will not issue punitive fines to interpreters for alleged infractions.

7.2 Payment Timelines

A. Billing the State

1. Coordinating Entity

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

2. Language Agency

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

B. Remittance to Coordinating Entity or Language Agency

1. For DSHS Appointments

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

2. For HCA Appointments

coordinating entity from the State on the first (1st) to the fifteenth (15th) calendar day will be remitted to the interpreter on the twentieth (20th) day of the same month. All funds received by the coordinating entity from the State on the sixteenth (16th) to the last calendar day of the month will be remitted to the interpreter on the fifth (5th) day of the following month.

2. Language Agency

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

7.3 Payment Delivery Method

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

7.4 Pay Sheets or Pay Stubs

A. All remittances to interpreters will indicate the total deductions per Article 12, Dues and Other Voluntary Deductions and Status Reports, and describe the deductions as "union member dues" or "PEOPLE donation" or "voluntary deduction."

B. All remittances to interpreters will indicate the total for that remittance and the calendar year-to-date totals of the following items: gross pay, transportation reimbursements, and any deductions per Article 12, Dues and Other Voluntary Deductions and Status Reports.

7.5 Overpayment Collection Process

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

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

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

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

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

1. When the State or its third party contractor(s) determine that an interpreter has been overpaid, the State or its third party contractor(s) will provide electronic notice to the interpreter which will include the following items:

   a. The amount of the overpayment;
   b. The basis for the assessment of an overpayment;
   c. The job number(s); and
   d. The interpreter's rights under the terms of this Agreement.

2. Method of Repayment

   a. Within thirty (30) calendar days of receiving the written notice, the interpreter must choose whether to pay back the overpayment through deductions of subsequent payments or by a one-time payment made directly to the third party contractor.

   b. Deductions to repay an overpayment amounting to two hundred dollars ($200.00) or more will take place over the subsequent six (6) pay periods, with equal payments each pay period.

c. The parties can mutually agree to a shorter period of time to repay the overpayment through deductions.

d. For overpayments amounting to two hundred dollars ($200.00) or more, if the interpreter fails to choose between a one-time payment or equal payments over six (6) pay periods, the State will authorize its third party contractor(s) to make deductions from the interpreter's paycheck in equal payments over six (6) pay periods.

e. If after eight (8) pay periods since the date of the electronic notice, the overpayment has not been paid in full, the interpreter must repay the third party contractor the outstanding overpayment amount by check within thirty (30) days. In the event the interpreter does not repay the third party contractor, the third party contractor may seek other lawful methods to recover the outstanding amount.

C. Appeal Rights

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

5/23/18 5/23/18

For the State of Washington Date For the Union Date

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 The Union and the State agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the State encourage problem resolution between interpreters, the State and/or third-parties and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

8.2 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an interpreter or on behalf of a group of interpreters. If the Union does so, it will set forth the name of the interpreters or the names of the group of interpreters.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or State recognized holiday, the last day will be the next day which is not a Saturday, Sunday or State recognized holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in automatic withdrawal of the grievance. Failure by the State to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific Article(s) and Section(s) of the Agreement;
4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;
6. The name(s) of the grievant; and
7. The name and signature of the union representative.

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

F. Resolution

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

G. Withdrawal

A grievance may be withdrawn at any time.

H. Resubmission

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

I. Consolidation

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

J. Bypass

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

K. Alternative Resolution Methods

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

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

8.3 Filing and Processing

A. Time Requirements for Filing

A grievance must be filed within forty-five (45) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence ("the occurrence/knowledge

date"). If an interpreter chooses to use an informal dispute process of the State's coordinating entity, and the coordinating entity's decision through their informal dispute process is issued more than thirty (30) days from the occurrence/knowledge date, the timeline for filing a grievance shall be extended for fifteen (15) days from when the coordinating entity issues a decision. The Union may file a formal written grievance at Step 2 any time while the interpreter is using the informal dispute process.

B. Processing

Step 1 – Informal Resolution:

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

Step 2 – Written Grievance:

If the issue is not resolved informally, the Union may present a written grievance to the OFM State Human Resources Labor Relations Section (LRS) within the timeframe described in Section 8.3 A. The LRS or the State designated representative will meet or confer by telephone with a union steward and/or staff representative and the grievant within twenty (20) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 – Pre-Arbitration Review Meetings:

If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of the Step 2 response and supporting documentation with the LRS within thirty (30) days of the Union's receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the LRS will discuss with the Union:

1. If a pre-arbitration review meeting will be scheduled with the LRS designee, the State designated representative, and the Union's staff representative, to review and attempt to settle the dispute.

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

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

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

Step 4 – Arbitration:

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

C. Selecting an Arbitrator

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

D. Authority of the Arbitrator

1. The arbitrator will:

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

b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it; and

c. Not make any award that provides an interpreter with a greater rate of payment than would have resulted had there been no violation of this Agreement.

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

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

E. Arbitration Costs

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

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

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

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

8.4 Successor Clause

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

6/22/18

For the State of Washington Date

6/22/18

For the Union Date

ARTICLE 9

UNION-MANAGEMENT COMMITTEES

9.1 Purpose

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

9.2 Meetings

Up to eight (8) Union representatives and up to eight (8) State representatives will participate in union-management committees established under this Article. If agreed to by the parties, additional representatives may be added. The parties are encouraged to select participants for these discussions who are representative of the issues to be discussed, who possess programmatic knowledge, and who bring to the discussion the authority to make decisions on behalf of the parties. The parties shall meet at least quarterly per fiscal year, unless otherwise mutually agreed. The schedule for the quarterly meetings for the fiscal year will be agreed upon by the parties by June 30 of the previous fiscal year. Meetings should be held at mutually convenient times and locations. The parties shall exchange agendas one (1) week prior to the scheduled meeting. There shall be at least a two (2) week notice for rescheduled meetings.

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

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

provided by the responsible party. The committees' discussions will not be subject to the grievance procedure in Article 8, Grievance Procedure.

5/23/18 | 5/23/18

For the State of Washington Date | For the Union Date

ARTICLE 10

MANDATORY SUBJECTS

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

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

5/23/18 — For the State of Washington Date

5/23/18 — For the Union Date

ARTICLE 11

POLICIES AND REQUESTS FOR INFORMATION~~UNION ACTIVITIES~~

11.1 State Policies

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

11.2 Union Information Requests

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

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

For the State		For the Union	
Robin Vazquez	6/23/18	Jenny Ho	6/23/18
Robin Vazquez	Date	Jenny Ho	Date

ARTICLE 12

DUES AND OTHER VOLUNTARY DEDUCTIONS AND STATUS REPORTS

12.1 Dues and Other Voluntary Deductions

A. Interpreters covered by this Agreement who are contracted through the coordinating entity(s) with which the State contracts may elect to become a member of the Union and pay membership dues. The coordinating entity(s) will deduct the monthly amount of dues, for interpreters who elect to become members of the Union.

B. The State agrees to include in contracts with the coordinating entity(s) a provision for up to two additional voluntary deductions from the payments to interpreters. An authorization for such voluntary deduction(s) must be executed by the interpreter and may be revoked by the interpreter at any time by giving written notice to the Union.

C. On a monthly basis, the Union will deliver electronically to the coordinating entity(s) an authorization/revocation list with the following information:

1. Interpreter name authorizing the deduction(s) or revocation(s);

2. Tax Identification Number or other unique identification number; and

3. Monthly dollar amount to be deducted for each authorized deduction, identified as "Dues", "Deduction #2" and "Deduction #3". In the event there are insufficient funds to cover each deduction, Dues will have priority over Deductions #2 and #3, and Deduction #2 will have priority over Deduction #3. Full, partial or no deductions may occur, depending on the amount available from the interpreter's pay.

D. Deductions will be transmitted by the coordinating entity(s) in one monthly check to the Union and to no more than two (2) official Union addresses on or about the same date payments are scheduled to be made to the interpreter. For each individual for whom the deduction has been made, the coordinating entity(s) will provide a list accompanying the payment containing the following:

1. Full name of interpreter;
2. Home address;
3. Tax Identification Number or other unique identification number; and
4. Total amount of each deduction.

E. Reimbursement for transportation related expenses will not be subject to dues deductions.

12.2 Notification to the Union

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

A. Full name of interpreter;

B. Home address;

C. Cell phone number, if available;

D. Home phone number, if available;

E. E-mail if available; and

F. Working language(s).

12.3 Status Reports

The State will require its contracts with the coordinating entity(s) to provide to the Union a report each month in an electronic format of the data listed in Subsections A-I below for each interpreter in the bargaining unit who was paid through the coordinating entity(s) as described in Section 12.1.

A. Tax Identification Number or other unique identification number;

B. Interpreter name;

C. Home address;

D. Email if available;

E Cell phone number, if available;

F Home phone number, if available;

G Working language(s);

H. Total amount of time and dollar amount paid for each month for each modality; and

I. Total amount deducted for each deduction type.

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

A. The payment date;

B. Vendor name; and

C. Amount paid.

12.5 Indemnification and Hold Harmless

The Union and each interpreter contracted through the coordinating entity(s) agree, for the purpose of payment of union dues or other deductions, to indemnify and

hold harmless from liability the State and the coordinating entity(s) (including any agency, officer, executive, employee, contractor or agent thereof) from all claims, demands, causes of action, lawsuits or other forms of liability (civil, administrative or otherwise) that may arise for or on account of any deduction made in accordance with this Article from the pay of such interpreter or in the administration of benefits or expenditures by the Union from the deductions. These indemnification and hold harmless provisions also apply to any beneficiary, assign or successor in interest of the Union or an interpreter.

12.6 Monthly Reports

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

7/11/18 — For the State of Washington Date

7/11/18 — For the Union Date

ARTICLE 13

STATE RIGHTS

13.1 It is understood and agreed by the parties that the State has core management rights. Except to the extent modified by this Agreement, the State reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the State, and the State has the right to decide and implement its decisions regarding such management rights. Unless otherwise revised by statute, the mandatory subjects of bargaining between the parties shall be limited solely to:

A. Economic compensation, such as manner and rate of payments;
B. Professional development and training;
C. Labor-management committees; and
D. Grievance procedures.

The parties acknowledge that the mandatory subjects of bargaining listed above are the only subjects the parties are authorized to bargain.

13.2 Rights Reserved to the State

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

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

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

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

F. To establish qualifications of interpreters and reasonable standards of accountability, except as otherwise limited by this Agreement;

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

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

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

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

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

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

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

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

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

13.5 Fulfillment of Statutory Obligation

As provided under RCW 41.56.510(5)(b), this Agreement expressly reserves:

The legislature's right to make programmatic modifications to the delivery of state services ~~under RCW 74.04~~.

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

5/24/18 — For the State of Washington Date

5/24/18 — For the Union Date

ARTICLE 14

COMPLETE AGREEMENT

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

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

5/23/18 5/23/18

For the State of Washington Date For the Union Date

ARTICLE 15

SAVINGS CLAUSE

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

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

5/23/18 — For the State of Washington Date

5/23/18 — For the Union Date

ARTICLE 16

COMPLIANCE WITH FEDERAL REGULATIONS

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

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

5/23/18 | 5/23/18

For the State of Washington Date | For the Union Date

ARTICLE 17

TERM OF AGREEMENT

17.1 All provisions of this Agreement will become effective July 1, 2019~~17~~, and will remain in full force and effect through June 30, 2021~~19~~; however, if this Agreement expires while negotiations between the Union and the State are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date.

17.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2020~~18~~, and no later than February 28, 2020~~18~~. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

5/23/18 — For the State of Washington Date

5/23/18 — For the Union Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

WASHINGTON FEDERATION OF STATE EMPLOYEES

AND

STATE OF WASHINGTON

Process for Feedback about Services Provided by Language Access Providers

The Health Care Authority welcomes input from the Union to improve the process of comments about services provided by language access providers. This input includes, but is not limited to, how interpreters and the Union are notified of feedback made to coordinating entity(ies) regarding services provided by interpreters.

For the State		For the Union	
Robin Vazquez	6/22/18 Date	Jenny Ho	6/22/18 Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Social Service Appointment Mileage Pilot

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

A. Effective July 1, 2019, DSHS and DCYF will pay Language Access Providers mileage when the following criteria are met:

1. The language access provider travels from their home or place of business to a social service appointment, from one social service appointment to another, or from a social service appointment to their home or place of business, and the travel is more than twenty (20) miles one way; and

2. The language access provider submits a complete request for mileage reimbursement.

B. The travel premium applies for travel beyond the first twenty (20) miles one way and is paid according to the OFM-approved mileage rate.

C. Mileage distance calculations will be determined by the coordinating entity(s) using an HCA-approved web-based mapping service.

D. The travel premium paid by DSHS and DCYF during the term of this Agreement is capped at fifty thousand dollars ($50,000) for SFY 2020 and fifty thousand dollars ($50,000) for SFY 2021.

E. By January 31, 2020 the State will review the data associated with this pilot, to determine if this pilot reduces the State's use of the more costly DES-contracted language agencies. The State will look at fill rate data by language and geographic area for social service appointments as part of this review.

F. While the pilot is active, the State will share the data analysis with the Union quarterly during Union-Management Communication meetings. The parties agree that the pilot status, outcomes, and issues or concerns about the pilot may be addressed at Union-Management Committee meetings.

G. If the annual cap is reached, the State will notify the Union and will immediately send an email to all bargaining unit members regarding the exhaustion of funds for mileage reimbursement. No requests for reimbursement will be paid once the cap is reached.

I. Notwithstanding any of foregoing provisions, this pilot will terminate no later than June 30, 2021.

Dated: July 10, 2018

For the State:

For the Union: