

---

---

# COLLECTIVE BARGAINING AGREEMENT

## INTERPRETERS



Vereinigen Sie! Ενώστε! 

Unisca! объединенный 团结!

¡Una! Verenig me! Unissez!

結合しなさい! 결합하십시오!

# UNITED LOCAL 1671

for professional pay, benefits and respect!

---

---

## THE STATE OF WASHINGTON

AND

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

EFFECTIVE

JULY 1, 2013 THROUGH JUNE 30, 2015



# 2013-2015

---

---



**WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME COUNCIL  
28, FOR LANGUAGE ACCESS PROVIDERS  
2013-2015**

---

**PREAMBLE**

<b>ARTICLE 1 UNION RECOGNITION .....</b>	<b>1</b>
1.1 Recognition .....	1
1.2 Posting of Agreement .....	1
<b>ARTICLE 2 NON-DISCRIMINATION .....</b>	<b>1</b>
<b>ARTICLE 3 UNION RIGHTS .....</b>	<b>1</b>
3.4 Orientation .....	2
<b>ARTICLE 4 PROFESSIONAL DEVELOPMENT AND TRAINING .....</b>	<b>2</b>
A. Composition of Committee.....	3
B. Responsibilities for Committee.....	3
C. Notice If State Implements Recommendation .....	3
<b>ARTICLE 5 DOCUMENTATION .....</b>	<b>4</b>
<b>ARTICLE 6 ECONOMIC COMPENSATION.....</b>	<b>4</b>
6.1 Rate of Pay.....	4
6.2 Definitions.....	5
6.3 Appointment Times .....	5
6.4 Background Checks .....	6
6.5 Punitive Fines.....	6
6.6 No-shows .....	6
6.7 Late Cancellations.....	6
6.8 Double Booking.....	6
6.9 Extended Services.....	7
6.10 Payment Timelines.....	7
6.11 Transportation .....	8
<b>ARTICLE 7 GRIEVANCE PROCEDURE.....</b>	<b>8</b>
7.2 Terms and Requirements .....	8
7.3 Filing and Processing.....	10
7.4 Successor Clause.....	13
7.5 Election of Remedies .....	13
<b>ARTICLE 8 UNION-MANAGEMENT COMMITTEES .....</b>	<b>13</b>

8.1	Purpose.....	13
8.2	Meetings.....	13
<b>ARTICLE 9 MANDATORY SUBJECTS.....</b>		<b>13</b>
<b>ARTICLE 10 UNION ACTIVITIES.....</b>		<b>14</b>
10.1	State Policies.....	14
<b>ARTICLE 11 DUES/FEE DEDUCTION/STATUS REPORTS .....</b>		<b>14</b>
11.1	Union Security .....	14
11.2	Union Dues/Fees .....	14
11.3	Notification to the Interpreters.....	15
11.4	Voluntary Deduction.....	15
11.5	Status Reports .....	15
11.8	Monthly Reports .....	16
<b>ARTICLE 12 STATE RIGHTS .....</b>		<b>16</b>
12.2	Rights Reserved to the State .....	17
12.5	Fulfillment of Statutory Obligation .....	18
<b>ARTICLE 13 COMPLETE AGREEMENT .....</b>		<b>18</b>
<b>ARTICLE 14 SAVINGS CLAUSE .....</b>		<b>19</b>
<b>ARTICLE 15 COMPLIANCE WITH FEDERAL REGULATIONS .....</b>		<b>19</b>
<b>ARTICLE 16 TERM OF AGREEMENT .....</b>		<b>19</b>

**MEMORANDA OF UNDERSTANDING**

---

<b>MEMORANDUM OF UNDERSTANDING .....</b>	<b>M-1</b>
Complaint Process	
<b>MEMORANDUM OF UNDERSTANDING .....</b>	<b>M-2</b>
Question Concerning Representation and Reopener	
<b>MEMORANDUM OF UNDERSTANDING .....</b>	<b>M-3</b>
Overpayment Recovery Process	

## **PREAMBLE**

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



**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 as defined in RCW 41.56.030(10). “Language access provider” means any independent contractor who provides spoken language interpreter services for Department of Social and Health Services appointments or Medicaid enrollee appointments whether paid by a broker, language access agency, or the Department of Social and Health Services. “Language access provider” does not mean an owner, manager, or employee of a broker or language access agency. The parties acknowledge and agree that a statewide unit is the only unit appropriate for purposes of collective bargaining.

**1.2 Posting of Agreement**

The State will post the Agreement electronically on the Office of Financial Management – Labor Relations Division web page.

**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, 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 Department of Social and Health Services representatives to select and/or contract with any interpreter based on the specific needs of the Limited English Proficiency client.

**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.

**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 specified in RCW 41.56.510(2)(c).

**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 Orientation**

The State will notify the Union in writing of the date, testing site, times, and number of registered testing applicants on a quarterly basis with the first report occurring on July 1, 2013.

A. Written testing administered in a Department of Social and Health Services 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 about the Union and this Agreement to testing applicants. 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 information about the Union and this Agreement to testing applicants.

B. Written testing not administered in a Department of Social and Health Services building

The Union will be responsible for scheduling and costs associated with a meeting space to provide information about the Union and this Agreement to testing applicants.

C. The Union may provide the Language Testing and Certification program a one (1) page brochure outlining information about the Union and this Agreement for distribution to testing applicants. Pursuant to Article 11, the Union may provide a Union dues/fees authorization card for distribution with the one (1) page brochure. This one (1) page brochure will be neutral in content and approved by the State prior to distribution.

D. When the Language Testing and Certification program notifies testing applicants of their written testing location, they will also notify the applicants of the Union's meeting space location and times under Section 3.4 A.

## **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 parties agree to establish an a professional development and training committee (PDTC) under the provisions of Article 8, Union-Management Committees within six (6) months of the effective date of this Agreement.

**A. Composition of Committee**

The number of participants on this committee will be four (4) from the State, four (4) from the Union, one (1) from a higher education institution and one (1) from a professional interpreter association (NOTIS, WITS, etc.) The State and Union must mutually agree on participants from the higher education institution and the professional interpreter association.

**B. Responsibilities for Committee**

The Committee will be responsible for identifying ways to create and maintain a stable pool of professional and qualified interpreters.

**C. Notice If State Implements Recommendation**

If the State decides to implement any recommendations from the committee, it will give notice to the Union in accordance with Article 9, Mandatory Subjects.

4.3 The State and/or its coordinating entities will:

- A. Post a link to the National Standards on Culturally and Linguistically Appropriate Services (CLAS) on the coordinating entities' websites.
- B. Post a link to the DSHS Language Interpreter and Translator Code of Professional Conduct on the coordinating entities' websites.
- C. Post a link to the current collective bargaining agreement (CBA) on the coordinating entities' websites.
- D. Annually distribute a copy of the "DSHS Language Interpreter and Translator Code of Professional Conduct" to Medicaid medical providers.
- E. After approval by the Union and the State, annually distribute to Medicaid medical providers a one (1) page informational document relating to:
  - 1. How the union contract (CBA) applies to medical providers;
  - 2. A reference to National Standards on Culturally and Linguistically Appropriate Services (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 1965;

5. Suggestions to assist medical practitioners to identify the circumstances under which it is appropriate to use telephonic or video remote interpreting.
- 4.4 The DSHS-WFSE/AFSCME Professional Development Committee (PDC) will evaluate and identify the available resources and potential educational or training opportunities for medical and social service interpreters.

## **ARTICLE 5 DOCUMENTATION**

- 5.1 The authorized requester, interpreter and the coordinating entity will be required to complete the appointment work order form and that will be the only basis for payment by the State and/or third parties, unless otherwise required by Medicaid regulations. DSHS may also require the completion of daily logs for appointments that list patients/clients, type of service, case-worker payment and service duration that were provided during a block-time appointment.
- 5.2 For in-person or block time appointments, the appointment work order will indicate the authorized requestor's scheduled start and end times of the appointment. The State and/or its third parties must require authorized requestors and interpreters to sign the appointment work order form indicating:
  - A. The interpreter's start time if different from the scheduled start time, per Article 6.3; and
  - B. The interpreter's actual service completion time.
- 5.3 Interpreters will have electronic access to the specific duration and dates(s) for when they provided services or were scheduled to provide such services.

## **ARTICLE 6 ECONOMIC COMPENSATION**

- 6.1 **Rate of Pay**
  - A. In-Person Interpreting Services

Interpreters who are contracted through the coordinating entity, for in-person and consecutive appointments for spoken language interpreter services will be paid thirty-two dollars (\$32.00) per hour effective July 1, 2013, and thirty-two dollars and fifty cents (\$32.50) per hour effective July 1, 2014.

If the Department of Social and Health Services contracts directly with a language agency, or directly with an interpreter, the interpreter will be paid a minimum of thirty-two dollars (\$32.00) per hour for in-person appointments.

Interpreters will be paid a minimum of thirty-one dollars (\$31.00) per hour for block time appointments.

B. Telephonic and Video Remote Interpreting Services

When interpreter services are provided for appointments via telephonic or video remote technologies outside of block of time appointments, the rate of pay will be fifty-four (\$0.54) cents per minute.

**6.2 Definitions**

- A. In-person appointments are defined as appointments where an interpreter provides interpreter services face to face to a specific patient or client(s).
- B. Block time appointments are defined as DSHS appointments that are scheduled for a specific time period rather than for a specific patient or client.
- C. Consecutive appointment is defined as a series of Medicaid medical enrollee appointments that are each of a scheduled duration of forty-five (45) minutes or less, that are requested by the same authorized requestor or take place in very close proximity to each other (e.g., same clinic, hospital, or facility), for which the same interpreter is contracted to provide in-person interpreter services and that begin, or are scheduled to begin, within fifteen (15) minutes of the last completed appointment.

**6.3 Appointment Times**

A. Minimums/Durations

An interpreter will be paid for a minimum of one (1) hour for each in-person appointment, regardless of the number of Limited English Proficiency clients present and served during the appointment.

For a consecutive appointment, an interpreter will be paid from the start time of the first appointment in the series through the actual end time of the last appointment in the series, or a minimum of one (1) hour, whichever is greater.

Block time appointments will be scheduled for a minimum of two (2) hours and interpreters will be paid for the duration of the scheduled block time appointment.

In-person, consecutive, or block time appointments lasting longer than the minimum will be paid in fifteen (15) minute increments with any fraction of an increment rounded up to the nearest fifteen (15) minute increment.

An interpreter will be paid a minimum of three (3) minutes when they provide interpreting services via telephonic or video remote technologies. When an interpreter provides telephonic or video remote interpreting services longer than for the minimum, the interpreter will be paid in one

(1) minute increments with any fraction of an increment rounded up to the nearest one (1) minute increment.

B. Start times

The start time of the appointment will be the scheduled start time or the time the interpreter arrives, whichever is later, unless the authorized requester, patient/client, and interpreter all agree to start earlier.

**6.4 Background Checks**

Before providing interpreter services under this Agreement and annually thereafter, the interpreter will submit to a Washington State Patrol 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.

**6.5 Punitive Fines**

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

**6.6 No-shows**

If a limited English proficient (LEP) client, patient or authorized requester fails to show for in-person interpreting services, including in cases of error on the part of the requestor, State, or third parties, an interpreter will be paid fifty percent (50%) of time requested or thirty (30) minutes, whichever is greater. The process for rounding to fifteen (15) minute increments set out in 6.3 will apply. If an LEP client or patient or authorized requester fails to show for any appointment within the series of a consecutive appointment it shall be considered a no-show and the interpreter will be paid thirty (30) minutes.

**6.7 Late Cancellations**

If a limited English proficient client, patient or authorized requester cancels less than twenty-four (24) hours before the start of the appointment, including in cases of error on the part of the requestor, State, or third parties, an interpreter will be paid for thirty (30) minutes. The twenty-four (24) hours shall not include weekends or state recognized holidays. If any appointment within the series of consecutive appointments is a late cancellation it shall be considered a late cancellation and the interpreter will be paid for thirty (30) minutes.

**6.8 Double Booking**

If two (2) interpreters are scheduled for the same appointment, the interpreter with the earliest documented appointment confirmation date and time will complete the appointment, unless otherwise agreed by the interpreters. When more than one interpreter shows up for an appointment, the coordinating entity or foreign

language company will pay the interpreter who does not fulfill the appointment thirty (30) minutes at the hourly rate specified in Section 6.1.

## **6.9 Extended Services**

If asked by an authorized requestor, an interpreter may choose, but not be required to stay beyond the scheduled end time of an appointment. If the interpreter chooses to stay, the interpreter will be paid in accordance with Sections 6.1 and 6.3.

## **6.10 Payment Timelines**

### **A. Billing the State**

#### **1. Coordinating Entity**

Once the coordinating entity receives a properly completed work order forms 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 Health Care Authority within ten (10) business days, or include it on an invoice to be received by DSHS by the tenth (10<sup>th</sup>) of the subsequent month.

#### **2. Foreign Language Company**

The foreign language company 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 (10<sup>th</sup>) of the subsequent month.

### **B. Remittance to Coordinating Entity or Foreign Language Company**

Once the invoice is received from the coordinating entity, or the foreign language company, the Health Care Authority or DSHS will remit funds necessary to pay for language access provider services to the coordinating entity or the foreign language company within thirty (30) calendar days.

### **C. Remittance to Interpreter**

All payments will be remitted to the interpreter in accordance with 6.12.

#### **1. Coordinating Entity**

The coordinating entity will remit payment to the interpreter on the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) of each month. Unless either the fifth (5<sup>th</sup>) or the twentieth (20<sup>th</sup>) day of the month falls on a Saturday, Sunday, or recognized State Holiday, in which case the date for distribution of payment shall be the subsequent business day which is not a recognized State Holiday. All funds received by the coordinating entity from the

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

2. Foreign Language Company

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

**6.11 Transportation**

A. Mileage

If an appointment where in-person interpreter services are requested is more than twenty (20) miles from the interpreter's home address, place of business or previous appointment on the same day, the broker/coordinating entity will pay the interpreter mileage at the state standard business mileage rate for miles driven to and from the appointment.

B. Parking

The broker/coordinating entity will reimburse the cost of parking based upon appropriate documentation.

C. Alternative Transportation

Ferry, bus, train or toll expenses an interpreter incurs to travel to provide in-person interpreter services from the interpreter's home address, place of business or previous appointment on the same day will be reimbursed by the broker/coordinating entity based upon appropriate documentation.

**6.12** 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.

**ARTICLE 7  
GRIEVANCE PROCEDURE**

**7.1** 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.

**7.2 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 holiday, the last day will be the next day which is not a Saturday, Sunday or 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 time frames 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.

### 7.3 Filing and Processing

- A. Filing  
A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This thirty (30) day period will be used to attempt to informally resolve the dispute.
- B. Processing  
**Step 1 – State Designated Representative:**  
If the issue is not resolved informally, the Union may present a written grievance to the OFM Labor Relations Division (OFM/LRD) within the thirty (30) day period described above. OFM/LRD or the State designated



representative will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

**Step 2 – Pre-Arbitration Review Meetings:**

If the grievance is not resolved at Step 1, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of the Step 1 response and supporting documentation with the Assistant Director of the OFM/LRD within thirty (30) days of the Union’s receipt of the Step 1 decision. Within fifteen (15) days of the receipt of all the required information, the OFM/LRD will discuss with the Union:

1. If a pre-arbitration review meeting will be scheduled with the OFM/LRD Assistant Director or 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 OFM/LRD Assistant Director or 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 3 – Arbitration:**

If the grievance is not resolved at Step 2, or the OFM/LRD Assistant Director or 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;
  - c. Not make any award that provides an interpreter with 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.

**7.4 Successor Clause**

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

**7.5 Election of Remedies**

Arbitrating a claim under this Article constitutes a waiver of the right to pursue the same claim before any judicial or other forum. Pursuit of a claim before any judicial or other forum constitutes a waiver of the right to pursue the same claim through arbitration under this Article.

**ARTICLE 8  
UNION-MANAGEMENT COMMITTEES**

**8.1 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.

**8.2 Meetings**

Up to four (4) Union representatives and up to four (4) 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 unless otherwise mutually agreed. 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) weeks notice of these meetings.

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

**8.4** 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' activities and discussions will not be subject to the grievance procedure in Article 7.

**ARTICLE 9  
MANDATORY SUBJECTS**

**9.1** 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.

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

## **ARTICLE 10 UNION ACTIVITIES**

### **10.1 State Policies**

If the Department of Social and Health Services (DSHS) or Health Care Authority (HCA) develops policies/guidelines affecting interpreters, the DSHS and HCA will provide the Union with either a hard or electronic copy of these policies/guidelines. DSHS 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.

## **ARTICLE 11 DUES/FEES DEDUCTION/STATUS REPORTS**

### **11.1 Union Security**

All interpreters covered by this Agreement who are contracted through the coordinating entity(s) with which the Health Care Authority (HCA) contracts will, as a condition of employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described in Section 11.2 below.

### **11.2 Union Dues/Fees**

A. In accordance with RCW 41.56.113, the State shall enforce the Union security agreement in Section 11.1 above by requiring the coordinating entity to deduct the monthly amount of dues, or for nonmembers of the Union, a fee as described below:

1. Interpreters who choose not to become union members will have deducted from their payment(s) a representation fee equal to a pro rata share of collective bargaining expenses rather than the full membership fee.
2. An interpreter who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which he or she is a member, will have deducted from their

payments an amount equal to Union membership dues. These payments will be used for purposes within the program of the Union that are in harmony with the interpreter's conscience. Such interpreters will not be members of the Union, but are entitled to all of the representational rights of union members. Any disputes regarding the eligibility of the interpreters to make alterative payments and/or if the Union and the interpreter are unable to mutually agree to a nonreligious charity or to another charitable organization, the matter shall be forwarded to the Public Employment Relations Commission (PERC) for final disposition.

- B. The deductions will be transmitted to the Union at the Union's official headquarters no later than the five (5) business days following receipt of payment to the coordinating entity. A list, including the full name, address, and tax identification number or other unique identification number of those for whom the deductions have been taken will accompany the payments.
- C. Reimbursement for transportation related expenses will not be subject to dues deductions.

### **11.3 Notification to the Interpreters**

The State will require the coordinating entity(s) to provide a document with information of the Union's exclusive recognition and the union security provision to interpreters within fifteen (15) days of the interpreter entering the bargaining unit. A copy of the collective bargaining agreement will be provided to the interpreter at the same time. The Union will provide the information document and copies of the contract for distribution to interpreters.

### **11.4 Voluntary Deduction**

The State agrees to include in contracts with the coordinating entity(s) to provide for the deduction from the payments to interpreters who is a member of the Union and is covered under Section 11.1 a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the interpreter and may be revoked by the interpreter at any time by giving written notice to both the coordinating entity and the Union. The State will require in its contracts with coordinating entity(s) remittance of any deductions made pursuant to this provision to the Union, at the specific address designated by the Union together with a report showing;

- A. Interpreter name
- B. Tax Identification Number or other unique identification number
- C. Amount deducted

### **11.5 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

11.5 A-F below for each interpreter in the bargaining unit who was paid through the coordinating entity(s) as described in Section 11.1.

- A. Tax Identification Number or other unique identification number
- B. Interpreter name
- C. Mailing address
- D. Language(s)
- E. Total amount paid for month in each modality
- F. Total amount of time paid in each modality

**11.6** 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 the Union each month:

- A. The payment date,
- B. Vendor name, and
- C. Amount paid.

**11.7** The Union and each interpreter contracted through the coordinating entity(s) agree, for the purpose of payment of union dues/fees, to indemnify and hold harmless from liability the State from all claims, demands, suits or other forms of liability that shall arise for or on account of any deduction made in accordance with this Article from the pay of such interpreter.

**11.8 Monthly Reports**

The State will provide monthly reports delineating the number of encounters covered by the Agreement from the previous month and the total dollars paid in the previous month through the HCA Interpreter Services Program. The State will provide bi-monthly reports delineating the number of encounters covered by the Agreement in the previous two (2) months and the total dollars paid outside of the HCA Interpreter Services Program. The parties can mutually agree to adjust these reports on an as-needed basis.

**ARTICLE 12  
STATE RIGHTS**

**12.1** 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: (1) economic compensation, such as manner and rate of payments; (2) professional development and training; (3) labor-management committees; and (4) grievance procedures. The parties acknowledge that the

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

## **12.2 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 13, Mandatory Subject 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.

**12.3** 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.

**12.4** 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.

**12.5 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 chapter 74.04 RCW.

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

## **ARTICLE 13 COMPLETE AGREEMENT**

**13.1** 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.

**13.2** 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.



**ARTICLE 14**  
**SAVINGS CLAUSE**

- 14.1** 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.
- 14.2** 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.

**ARTICLE 15**  
**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.

**ARTICLE 16**  
**TERM OF AGREEMENT**

- 16.1** All provisions of this Agreement will become effective July 1, 2013, and will remain in full force and effect through June 30, 2015; 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.
- 16.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2014, and no later than February 28, 2014. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.



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

The Health Care Authority welcomes input from the Union to improve the complaint process, including but not limited to, how interpreters and the Union are notified of complaints made to third parties regarding interpreters.

For the State

For the Union

/s/	7/12/12	/s/	7/12/12
_____	_____	_____	_____
Franklin Plaistowe	Date	Sarah Clifthorne	Date

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

The parties agree that once there is a final decision on the Public Employment Relations Commission question concerning representation of the language access provider bargaining unit (all appeals are exhausted), if court interpreting for the Department of Social and Health Services or Medicaid Administrative Match program interpreting are included in the bargaining unit, the parties agree to reopen the agreement solely to address issues specifically related to these groups. Any agreement reached will be applied prospectively.

For the State

For the Union

/s/	7/12/12	/s/	7/12/12
_____	_____	_____	_____
Franklin Plaistowe	Date	Sarah Clifthorne	Date

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

The parties recognize that the 2013-2015 Collective Bargaining Agreement between the State and the Washington Federation of State Employees- Language Access Providers does not specify an overpayment recovery process. In light of recent instances of overpayments, the parties agree to the following process when collecting overpayments:

- 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. 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 written 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, including this MOU.
  - 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 written 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 the grievance article of the CBA between the parties.

For the State

For the Union

/s/	8/22/13	/s/	8/22/13
_____	_____	_____	_____
Franklin Plaistowe	Date	Sarah Clifthorne	Date

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 3<sup>rd</sup> day of July, 2013.

For the State of Washington:

\_\_\_\_\_/s/  
Jay Inslee  
Governor

\_\_\_\_\_/s/  
Franklin Plaistowe, Chief Labor Negotiator  
OFM Labor Relations Division

For the Washington Federation of State Employees, AFSCME Council 28:

\_\_\_\_\_/s/  
Greg Devereux  
WFSE Executive Director

\_\_\_\_\_/s/  
Sarah Clifthorne  
Public Service Program Supervisor

