
SUBSTITUTE SENATE BILL 6245

State of Washington

65th Legislature

2018 Regular Session

By Senate Labor & Commerce (originally sponsored by Senators Saldaña, Ranker, Conway, Hasegawa, McCoy, Hunt, and Keiser)

READ FIRST TIME 01/24/18.

1 AN ACT Relating to spoken language interpreter services; amending
2 RCW 74.04.025, 39.26.100, 41.56.030, 41.56.030, 41.56.510, and
3 41.56.510; adding a new section to chapter 39.26 RCW; creating new
4 sections; providing an effective date; and providing an expiration
5 date.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 NEW SECTION. **Sec. 1.** It is the intent of the legislature to
8 centralize and consolidate the procurement of spoken language
9 interpreter services and expand the use of language access providers,
10 thereby reducing administrative costs while protecting consumers. The
11 legislature further intends to exclude interpreter services for
12 sensory-impaired persons from the provisions of this act.

13 **Sec. 2.** RCW 74.04.025 and 2011 1st sp.s. c 15 s 63 are each
14 amended to read as follows:

15 (1) The department, the authority, and the office of
16 administrative hearings shall ensure that bilingual services are
17 provided to non-English speaking applicants and recipients. The
18 services shall be provided to the extent necessary to assure that
19 non-English speaking persons are not denied, or unable to obtain or

1 maintain, services or benefits because of their inability to speak
2 English.

3 (2) If the number of non-English speaking applicants or
4 recipients sharing the same language served by any community service
5 office client contact job classification equals or exceeds fifty
6 percent of the average caseload of a full-time position in such
7 classification, the department shall, through attrition, employ
8 bilingual personnel to serve such applicants or recipients.

9 (3) Regardless of the applicant or recipient caseload of any
10 community service office, each community service office shall ensure
11 that bilingual services required to supplement the community service
12 office staff are provided through contracts with language access
13 providers, local agencies, or other community resources.

14 (4) The department shall certify, authorize, and qualify language
15 access providers as needed to maintain an adequate pool of providers
16 such that residents can access state services. Except as needed to
17 certify, authorize, or qualify bilingual personnel per subsection (2)
18 of this section, the department will only offer spoken language
19 interpreter testing in the following manner:

20 (a) To individuals speaking languages for which ten percent or
21 more of the requests for interpreter services in the prior year went
22 unfilled through the procurement process in section 3 of this act;

23 (b) To individuals residing in any county where ten percent or
24 more of the requests for spoken language interpreter services in the
25 prior year went unfilled through the procurement process in section 3
26 of this act;

27 (c) To spoken language interpreters who were decertified or
28 deauthorized due to noncompliance with any continuing education
29 requirements; and

30 (d) To current department certified or authorized spoken language
31 interpreters seeking to gain additional certification or
32 authorization.

33 (5) The department shall require compliance with RCW 41.56.113(2)
34 through its contracts with third parties.

35 (6) Initial client contact materials shall inform clients in all
36 primary languages of the availability of interpretation services for
37 non-English speaking persons. Basic informational pamphlets shall be
38 translated into all primary languages.

39 (7) To the extent all written communications directed to
40 applicants or recipients are not in the primary language of the

1 applicant or recipient, the department and the office of
2 administrative hearings shall include with the written communication
3 a notice in all primary languages of applicants or recipients
4 describing the significance of the communication and specifically how
5 the applicants or recipients may receive assistance in understanding,
6 and responding to if necessary, the written communication. The
7 department shall assure that sufficient resources are available to
8 assist applicants and recipients in a timely fashion with
9 understanding, responding to, and complying with the requirements of
10 all such written communications.

11 (8) As used in this section:

12 (a) "Language access provider" means any independent contractor
13 who provides spoken language interpreter services for department
14 appointments or medicaid enrollee appointments, or provided these
15 services on or after January 1, 2009, and before June 10, 2010,
16 whether paid by a broker, language access agency, or the department.
17 "Language access provider" does not mean an owner, manager, or
18 employee of a broker or a language access agency.

19 (b) "Primary languages" includes but is not limited to Spanish,
20 Vietnamese, Cambodian, Laotian, and Chinese.

21 NEW SECTION. **Sec. 3.** A new section is added to chapter 39.26
22 RCW to read as follows:

23 (1) The department of social and health services and the health
24 care authority are each authorized to purchase interpreter services
25 on behalf of limited English-speaking applicants and recipients of
26 public assistance.

27 (2) The department of labor and industries is authorized to
28 purchase interpreter services for medical and vocational providers
29 authorized to provide services to limited English-speaking injured
30 workers or crime victims.

31 (3) Upon the expiration of any contract in effect on the
32 effective date of this section, but no later than September 1, 2020,
33 the department of social and health services, the health care
34 authority, and the department of labor and industries must purchase
35 in-person spoken language interpreter services directly from language
36 access providers, or through contracts with scheduling and
37 coordinating delivery organizations, or both. Each agency must have
38 at least one contract with an entity that provides interpreter
39 services through telephonic and video remote technologies.

1 (4) Notwithstanding subsection (3) of this section, the
2 department of labor and industries may pay a language access provider
3 directly for the costs of interpreter services when the services are
4 necessary for use by a medical provider for emergency or urgent care,
5 or where the medical provider determines that advanced notice is not
6 feasible.

7 (5) Upon the expiration of any contract in effect on the
8 effective date of this section, but no later than September 1, 2020,
9 the department must develop and implement a model that all state
10 agencies must use to procure spoken language interpreter services by
11 purchasing directly from language access providers or through
12 contracts with scheduling and coordinating entities, or both. The
13 department must have at least one contract with an entity that
14 provides interpreter services through telephonic and video remote
15 technologies. If the department determines it is more cost-effective
16 or efficient, it may jointly purchase these services with the
17 department of social and health services, the health care authority,
18 and the department of labor and industries as provided in subsection
19 (3) of this section. The department of social and health services,
20 the health care authority, and the department of labor and industries
21 have the authority to procure interpreters through the department if
22 the demand for spoken language interpreters cannot be met through
23 their respective contracts.

24 (6) All interpreter services procured under this section must be
25 provided by language access providers who are certified or authorized
26 by the state, or nationally certified by the certification commission
27 for health care interpreters or the national board for certification
28 of medical interpreters. When a nationally certified, state-
29 certified, or authorized language access provider is not available, a
30 state agency is authorized to contract with a spoken language
31 interpreter with other certifications or qualifications deemed to
32 meet agency needs. Nothing in this subsection precludes providing
33 interpretive services through state employees or employees of medical
34 or vocational providers.

35 (7) Nothing in this section is intended to address how state
36 agencies procure interpreters for sensory-impaired persons.

37 (8) For purposes of this section, "state agency" means any state
38 office or activity of the executive branch of state government,
39 including state agencies, departments, offices, divisions, boards,
40 commissions, and correctional and other types of institutions, but

1 excludes institutions of higher education as defined in RCW
2 28B.10.016, the school for the blind, and the center for childhood
3 deafness and hearing loss.

4 **Sec. 4.** RCW 39.26.100 and 2013 2nd sp.s. c 33 s 2 are each
5 amended to read as follows:

6 (1) The provisions of this chapter do not apply in any manner to
7 the operation of the state legislature except as requested by the
8 legislature.

9 (2) The provisions of this chapter do not apply to the
10 contracting for services, equipment, and activities that are
11 necessary to establish, operate, or manage the state data center,
12 including architecture, design, engineering, installation, and
13 operation of the facility, that are approved by the technology
14 services board or the acquisition of proprietary software, equipment,
15 and information technology services necessary for or part of the
16 provision of services offered by the consolidated technology services
17 agency.

18 (3) Primary authority for the purchase of specialized equipment,
19 and instructional and research material, for their own use rests with
20 the institutions of higher education as defined in RCW 28B.10.016.

21 (4) Universities operating hospitals with approval from the
22 director, as the agent for state hospitals as defined in RCW
23 72.23.010, and for health care programs provided in state
24 correctional institutions as defined in RCW 72.65.010(3) and
25 veterans' institutions as defined in RCW 72.36.010 and 72.36.070, may
26 make purchases for hospital operation by participating in contracts
27 for materials, supplies, and equipment entered into by nonprofit
28 cooperative hospital group purchasing organizations if documented to
29 be more cost-effective.

30 (5) Primary authority for the purchase of materials, supplies,
31 and equipment, for resale to other than public agencies, rests with
32 the state agency concerned.

33 (6) The authority for the purchase of insurance and bonds rests
34 with the risk manager under RCW 43.19.769, except for institutions of
35 higher education that choose to exercise independent purchasing
36 authority under RCW 28B.10.029.

37 ~~(7) ((The authority to purchase interpreter services and~~
38 ~~interpreter brokerage services on behalf of limited-English speaking~~
39 ~~or sensory impaired applicants and recipients of public assistance~~

1 ~~rests with the department of social and health services and the~~
2 ~~health care authority.~~

3 (8)) The provisions of this chapter do not apply to information
4 technology purchases by state agencies, other than institutions of
5 higher education and agencies of the judicial branch, if (a) the
6 purchase is less than one hundred thousand dollars, (b) the initial
7 purchase is approved by the chief information officer of the state,
8 and (c) the agency director and the chief information officer of the
9 state jointly prepare a public document providing a detailed
10 justification for the expenditure.

11 **Sec. 5.** RCW 41.56.030 and 2015 2nd sp.s. c 6 s 1 are each
12 amended to read as follows:

13 As used in this chapter:

14 (1) "Adult family home provider" means a provider as defined in
15 RCW 70.128.010 who receives payments from the medicaid and state-
16 funded long-term care programs.

17 (2) "Bargaining representative" means any lawful organization
18 which has as one of its primary purposes the representation of
19 employees in their employment relations with employers.

20 (3) "Child care subsidy" means a payment from the state through a
21 child care subsidy program established pursuant to RCW 74.12.340 (~~or~~
22 ~~74.08A.340~~), 45 C.F.R. Sec. 98.1 through 98.17, or any successor
23 program.

24 (4) "Collective bargaining" means the performance of the mutual
25 obligations of the public employer and the exclusive bargaining
26 representative to meet at reasonable times, to confer and negotiate
27 in good faith, and to execute a written agreement with respect to
28 grievance procedures and collective negotiations on personnel
29 matters, including wages, hours and working conditions, which may be
30 peculiar to an appropriate bargaining unit of such public employer,
31 except that by such obligation neither party shall be compelled to
32 agree to a proposal or be required to make a concession unless
33 otherwise provided in this chapter.

34 (5) "Commission" means the public employment relations
35 commission.

36 (6) "Executive director" means the executive director of the
37 commission.

38 (7) "Family child care provider" means a person who: (a) Provides
39 regularly scheduled care for a child or children in the home of the

1 provider or in the home of the child or children for periods of less
2 than twenty-four hours or, if necessary due to the nature of the
3 parent's work, for periods equal to or greater than twenty-four
4 hours; (b) receives child care subsidies; and (c) is either licensed
5 by the state under RCW 74.15.030 or is exempt from licensing under
6 chapter 74.15 RCW.

7 (8) "Individual provider" means an individual provider as defined
8 in RCW 74.39A.240(~~(+4)~~) (3) who, solely for the purposes of
9 collective bargaining, is a public employee as provided in RCW
10 74.39A.270.

11 (9) "Institution of higher education" means the University of
12 Washington, Washington State University, Central Washington
13 University, Eastern Washington University, Western Washington
14 University, The Evergreen State College, and the various state
15 community colleges.

16 (10)(a) "Language access provider" means any independent
17 contractor who provides spoken language interpreter services (~~for~~
18 ~~department of social and health services appointments or medicaid~~
19 ~~enrollee appointments, or provided these services on or after January~~
20 ~~1, 2009, and before June 10, 2010)), whether paid by a broker,~~
21 language access agency, or the respective department:

22 (i) For department of social and health services appointments or
23 medicaid enrollee appointments, or who provided these services on or
24 after January 1, 2011, and before June 10, 2012;

25 (ii) For department of labor and industries authorized medical
26 and vocational providers, or who provided these services on or after
27 January 1, 2016, and before the effective date of this section; or

28 (iii) For state agencies, or who provided these services on or
29 after January 1, 2016, and before the effective date of this section.

30 (b) "Language access provider" does not mean an owner, manager,
31 or employee of a broker or a language access agency.

32 (11) "Public employee" means any employee of a public employer
33 except any person (a) elected by popular vote, or (b) appointed to
34 office pursuant to statute, ordinance or resolution for a specified
35 term of office as a member of a multimember board, commission, or
36 committee, whether appointed by the executive head or body of the
37 public employer, or (c) whose duties as deputy, administrative
38 assistant or secretary necessarily imply a confidential relationship
39 to (i) the executive head or body of the applicable bargaining unit,
40 or (ii) any person elected by popular vote, or (iii) any person

1 appointed to office pursuant to statute, ordinance or resolution for
2 a specified term of office as a member of a multimember board,
3 commission, or committee, whether appointed by the executive head or
4 body of the public employer, or (d) who is a court commissioner or a
5 court magistrate of superior court, district court, or a department
6 of a district court organized under chapter 3.46 RCW, or (e) who is a
7 personal assistant to a district court judge, superior court judge,
8 or court commissioner. For the purpose of (e) of this subsection, no
9 more than one assistant for each judge or commissioner may be
10 excluded from a bargaining unit.

11 (12) "Public employer" means any officer, board, commission,
12 council, or other person or body acting on behalf of any public body
13 governed by this chapter, or any subdivision of such public body. For
14 the purposes of this section, the public employer of district court
15 or superior court employees for wage-related matters is the
16 respective county legislative authority, or person or body acting on
17 behalf of the legislative authority, and the public employer for
18 nonwage-related matters is the judge or judge's designee of the
19 respective district court or superior court.

20 (13) "Uniformed personnel" means: (a) Law enforcement officers as
21 defined in RCW 41.26.030 employed by the governing body of any city
22 or town with a population of two thousand five hundred or more and
23 law enforcement officers employed by the governing body of any county
24 with a population of ten thousand or more; (b) correctional employees
25 who are uniformed and nonuniformed, commissioned and noncommissioned
26 security personnel employed in a jail as defined in RCW 70.48.020(9),
27 by a county with a population of seventy thousand or more, and who
28 are trained for and charged with the responsibility of controlling
29 and maintaining custody of inmates in the jail and safeguarding
30 inmates from other inmates; (c) general authority Washington peace
31 officers as defined in RCW 10.93.020 employed by a port district in a
32 county with a population of one million or more; (d) security forces
33 established under RCW 43.52.520; (e) firefighters as that term is
34 defined in RCW 41.26.030; (f) employees of a port district in a
35 county with a population of one million or more whose duties include
36 crash fire rescue or other firefighting duties; (g) employees of fire
37 departments of public employers who dispatch exclusively either fire
38 or emergency medical services, or both; (h) employees in the several
39 classes of advanced life support technicians, as defined in RCW
40 18.71.200, who are employed by a public employer; or (i) court

1 marshals of any county who are employed by, trained for, and
2 commissioned by the county sheriff and charged with the
3 responsibility of enforcing laws, protecting and maintaining security
4 in all county-owned or contracted property, and performing any other
5 duties assigned to them by the county sheriff or mandated by judicial
6 order.

7 **Sec. 6.** RCW 41.56.030 and 2017 3rd sp.s. c 6 s 808 are each
8 amended to read as follows:

9 As used in this chapter:

10 (1) "Adult family home provider" means a provider as defined in
11 RCW 70.128.010 who receives payments from the medicaid and state-
12 funded long-term care programs.

13 (2) "Bargaining representative" means any lawful organization
14 which has as one of its primary purposes the representation of
15 employees in their employment relations with employers.

16 (3) "Child care subsidy" means a payment from the state through a
17 child care subsidy program established pursuant to RCW 74.12.340 (~~or~~
18 ~~74.08A.340~~), 45 C.F.R. Sec. 98.1 through 98.17, or any successor
19 program.

20 (4) "Collective bargaining" means the performance of the mutual
21 obligations of the public employer and the exclusive bargaining
22 representative to meet at reasonable times, to confer and negotiate
23 in good faith, and to execute a written agreement with respect to
24 grievance procedures and collective negotiations on personnel
25 matters, including wages, hours and working conditions, which may be
26 peculiar to an appropriate bargaining unit of such public employer,
27 except that by such obligation neither party shall be compelled to
28 agree to a proposal or be required to make a concession unless
29 otherwise provided in this chapter.

30 (5) "Commission" means the public employment relations
31 commission.

32 (6) "Executive director" means the executive director of the
33 commission.

34 (7) "Family child care provider" means a person who: (a) Provides
35 regularly scheduled care for a child or children in the home of the
36 provider or in the home of the child or children for periods of less
37 than twenty-four hours or, if necessary due to the nature of the
38 parent's work, for periods equal to or greater than twenty-four
39 hours; (b) receives child care subsidies; and (c) under chapter

1 43.216 RCW, is either licensed by the state or is exempt from
2 licensing.

3 (8) "Individual provider" means an individual provider as defined
4 in RCW 74.39A.240(~~(+4)~~) (3) who, solely for the purposes of
5 collective bargaining, is a public employee as provided in RCW
6 74.39A.270.

7 (9) "Institution of higher education" means the University of
8 Washington, Washington State University, Central Washington
9 University, Eastern Washington University, Western Washington
10 University, The Evergreen State College, and the various state
11 community colleges.

12 (10)(a) "Language access provider" means any independent
13 contractor who provides spoken language interpreter services (~~for~~
14 ~~department of social and health services appointments or medicaid~~
15 ~~enrollee appointments, or department of children, youth, and families~~
16 ~~appointments, or provided these services on or after January 1, 2009,~~
17 ~~and before June 10, 2010)), whether paid by a broker, language access
18 agency, or the respective department:~~

19 (i) For department of social and health services appointments or
20 medicaid enrollee appointments, or who provided these services on or
21 after January 1, 2011, and before June 10, 2012;

22 (ii) For department of labor and industries authorized medical
23 and vocational providers, or who provided these services on or after
24 January 1, 2016, and before the effective date of this section; or

25 (iii) For state agencies, or who provided these services on or
26 after January 1, 2016, and before the effective date of this section.

27 (b) "Language access provider" does not mean an owner, manager,
28 or employee of a broker or a language access agency.

29 (11) "Public employee" means any employee of a public employer
30 except any person (a) elected by popular vote, or (b) appointed to
31 office pursuant to statute, ordinance or resolution for a specified
32 term of office as a member of a multimember board, commission, or
33 committee, whether appointed by the executive head or body of the
34 public employer, or (c) whose duties as deputy, administrative
35 assistant or secretary necessarily imply a confidential relationship
36 to (i) the executive head or body of the applicable bargaining unit,
37 or (ii) any person elected by popular vote, or (iii) any person
38 appointed to office pursuant to statute, ordinance or resolution for
39 a specified term of office as a member of a multimember board,
40 commission, or committee, whether appointed by the executive head or

1 body of the public employer, or (d) who is a court commissioner or a
2 court magistrate of superior court, district court, or a department
3 of a district court organized under chapter 3.46 RCW, or (e) who is a
4 personal assistant to a district court judge, superior court judge,
5 or court commissioner. For the purpose of (e) of this subsection, no
6 more than one assistant for each judge or commissioner may be
7 excluded from a bargaining unit.

8 (12) "Public employer" means any officer, board, commission,
9 council, or other person or body acting on behalf of any public body
10 governed by this chapter, or any subdivision of such public body. For
11 the purposes of this section, the public employer of district court
12 or superior court employees for wage-related matters is the
13 respective county legislative authority, or person or body acting on
14 behalf of the legislative authority, and the public employer for
15 nonwage-related matters is the judge or judge's designee of the
16 respective district court or superior court.

17 (13) "Uniformed personnel" means: (a) Law enforcement officers as
18 defined in RCW 41.26.030 employed by the governing body of any city
19 or town with a population of two thousand five hundred or more and
20 law enforcement officers employed by the governing body of any county
21 with a population of ten thousand or more; (b) correctional employees
22 who are uniformed and nonuniformed, commissioned and noncommissioned
23 security personnel employed in a jail as defined in RCW 70.48.020(9),
24 by a county with a population of seventy thousand or more, and who
25 are trained for and charged with the responsibility of controlling
26 and maintaining custody of inmates in the jail and safeguarding
27 inmates from other inmates; (c) general authority Washington peace
28 officers as defined in RCW 10.93.020 employed by a port district in a
29 county with a population of one million or more; (d) security forces
30 established under RCW 43.52.520; (e) firefighters as that term is
31 defined in RCW 41.26.030; (f) employees of a port district in a
32 county with a population of one million or more whose duties include
33 crash fire rescue or other firefighting duties; (g) employees of fire
34 departments of public employers who dispatch exclusively either fire
35 or emergency medical services, or both; (h) employees in the several
36 classes of advanced life support technicians, as defined in RCW
37 18.71.200, who are employed by a public employer; or (i) court
38 marshals of any county who are employed by, trained for, and
39 commissioned by the county sheriff and charged with the
40 responsibility of enforcing laws, protecting and maintaining security

1 in all county-owned or contracted property, and performing any other
2 duties assigned to them by the county sheriff or mandated by judicial
3 order.

4 **Sec. 7.** RCW 41.56.510 and 2010 c 296 s 2 are each amended to
5 read as follows:

6 (1) In addition to the entities listed in RCW 41.56.020, this
7 chapter applies to the governor with respect to language access
8 providers. Solely for the purposes of collective bargaining and as
9 expressly limited under subsections (2) and (3) of this section, the
10 governor is the public employer of language access providers who,
11 solely for the purposes of collective bargaining, are public
12 employees. The governor or the governor's designee shall represent
13 the public employer for bargaining purposes.

14 (2) There shall be collective bargaining, as defined in RCW
15 41.56.030, between the governor and language access providers, except
16 as follows:

17 (a) (~~A statewide unit of all language access providers is~~) The
18 only units appropriate for purposes of collective bargaining under
19 RCW 41.56.060 are:

20 (i) A statewide unit for language access providers who provide
21 spoken language interpreter services for department of social and
22 health services appointments, or medicaid enrollee appointments;

23 (ii) A statewide unit for language access providers who provide
24 spoken language interpreter services for injured workers or crime
25 victims receiving benefits from the department of labor and
26 industries; and

27 (iii) A statewide unit for language access providers who provide
28 spoken language interpreter services for any state agency through the
29 department of enterprise services, excluding language access
30 providers included in (a)(i) and (ii) of this subsection;

31 (b) The exclusive bargaining representative of language access
32 providers in the unit specified in (a) of this subsection shall be
33 the representative chosen in an election conducted pursuant to RCW
34 41.56.070.

35 Bargaining authorization cards furnished as the showing of
36 interest in support of any representation petition or motion for
37 intervention filed under this section are exempt from disclosure
38 under chapter 42.56 RCW;

1 (c) Notwithstanding the definition of "collective bargaining" in
2 RCW 41.56.030(4), the scope of collective bargaining for language
3 access providers under this section is limited solely to: (i)
4 Economic compensation, such as the manner and rate of payments; (ii)
5 professional development and training; (iii) labor-management
6 committees; and (iv) grievance procedures. Retirement benefits are
7 not subject to collective bargaining. By such obligation neither
8 party may be compelled to agree to a proposal or be required to make
9 a concession unless otherwise provided in this chapter;

10 (d) In addition to the entities listed in the mediation and
11 interest arbitration provisions of RCW 41.56.430 through 41.56.470
12 and 41.56.480, the provisions apply to the governor or the governor's
13 designee and the exclusive bargaining representative of language
14 access providers, except that:

15 (i) In addition to the factors to be taken into consideration by
16 an interest arbitration panel under RCW 41.56.465, the panel shall
17 consider the financial ability of the state to pay for the
18 compensation and benefit provisions of a collective bargaining
19 agreement;

20 (ii) The decision of the arbitration panel is not binding on the
21 legislature and, if the legislature does not approve the request for
22 funds necessary to implement the compensation and benefit provisions
23 of the arbitrated collective bargaining agreement, the decision is
24 not binding on the state;

25 (e) Language access providers do not have the right to strike;

26 (f) If a single employee organization is the exclusive bargaining
27 representative for two or more units, upon petition by the employee
28 organization, the units may be consolidated into a single larger unit
29 if the commission considers the larger unit to be appropriate. If
30 consolidation is appropriate, the commission shall certify the
31 employee organization as the exclusive bargaining representative of
32 the new unit;

33 (g) If a single employee organization is the exclusive bargaining
34 representative for two or more bargaining units, the governor and the
35 employee organization may agree to negotiate a single collective
36 bargaining agreement for all of the bargaining units that the
37 employee organization represents.

38 (3) Language access providers who are public employees solely for
39 the purposes of collective bargaining under subsection (1) of this
40 section are not, for that reason, employees of the state for any

1 other purpose. This section applies only to the governance of the
2 collective bargaining relationship between the employer and language
3 access providers as provided in subsections (1) and (2) of this
4 section.

5 (4) Each party with whom the department of social and health
6 services, the department of labor and industries, and the department
7 of enterprise services contracts for language access services and
8 each of their subcontractors shall provide to the respective
9 department an accurate list of language access providers, as defined
10 in RCW 41.56.030, including their names, addresses, and other contact
11 information, annually by January 30th, except that initially the
12 lists must be provided within thirty days of (~~June 10, 2010~~) the
13 effective date of this section. The department shall, upon request,
14 provide a list of all language access providers, including their
15 names, addresses, and other contact information, to a labor union
16 seeking to represent language access providers.

17 (5) This section does not create or modify:

18 (a) The (~~department's~~) obligation of any state agency to comply
19 with (~~the~~) federal statute and regulations; and

20 (b) The legislature's right to make programmatic modifications to
21 the delivery of state services under chapter 74.04 or 39.26 RCW or
22 Title 51 RCW. The governor may not enter into, extend, or renew any
23 agreement under this chapter that does not expressly reserve the
24 legislative rights described in this subsection.

25 (6) Upon meeting the requirements of subsection (7) of this
26 section, the governor must submit, as a part of the proposed biennial
27 or supplemental operating budget submitted to the legislature under
28 RCW 43.88.030, a request for funds necessary to implement the
29 compensation and benefit provisions of a collective bargaining
30 agreement entered into under this section or for legislation
31 necessary to implement the agreement.

32 (7) A request for funds necessary to implement the compensation
33 and benefit provisions of a collective bargaining agreement entered
34 into under this section may not be submitted by the governor to the
35 legislature unless the request has been:

36 (a) Submitted to the director of financial management by October
37 1st prior to the legislative session at which the requests are to be
38 considered, except that, for initial negotiations under this section,
39 the request may not be submitted before July 1, 2011; and

1 (b) Certified by the director of financial management as
2 financially feasible for the state or reflective of a binding
3 decision of an arbitration panel reached under subsection (2)(d) of
4 this section.

5 (8) The legislature must approve or reject the submission of the
6 request for funds as a whole. If the legislature rejects or fails to
7 act on the submission, any collective bargaining agreement must be
8 reopened for the sole purpose of renegotiating the funds necessary to
9 implement the agreement.

10 (9) If, after the compensation and benefit provisions of an
11 agreement are approved by the legislature, a significant revenue
12 shortfall occurs resulting in reduced appropriations, as declared by
13 proclamation of the governor or by resolution of the legislature,
14 both parties shall immediately enter into collective bargaining for a
15 mutually agreed upon modification of the agreement.

16 (10) After the expiration date of any collective bargaining
17 agreement entered into under this section, all of the terms and
18 conditions specified in the agreement remain in effect until the
19 effective date of a subsequent agreement, not to exceed one year from
20 the expiration date stated in the agreement.

21 (11) In enacting this section, the legislature intends to provide
22 state action immunity under federal and state antitrust laws for the
23 joint activities of language access providers and their exclusive
24 bargaining representative to the extent the activities are authorized
25 by this chapter.

26 **Sec. 8.** RCW 41.56.510 and 2017 3rd sp.s. c 6 s 809 are each
27 amended to read as follows:

28 (1) In addition to the entities listed in RCW 41.56.020, this
29 chapter applies to the governor with respect to language access
30 providers. Solely for the purposes of collective bargaining and as
31 expressly limited under subsections (2) and (3) of this section, the
32 governor is the public employer of language access providers who,
33 solely for the purposes of collective bargaining, are public
34 employees. The governor or the governor's designee shall represent
35 the public employer for bargaining purposes.

36 (2) There shall be collective bargaining, as defined in RCW
37 41.56.030, between the governor and language access providers, except
38 as follows:

1 (a) (~~A statewide unit of all language access providers is~~) The
2 only units appropriate for purposes of collective bargaining under
3 RCW 41.56.060 are:

4 (i) A statewide unit for language access providers who provide
5 spoken language interpreter services for department of social and
6 health services appointments, or medicaid enrollee appointments;

7 (ii) A statewide unit for language access providers who provide
8 spoken language interpreter services for injured workers or crime
9 victims receiving benefits from the department of labor and
10 industries; and

11 (iii) A statewide unit for language access providers who provide
12 spoken language interpreter services for any state agency through the
13 department of enterprise services, excluding language access
14 providers included in (a)(i) and (ii) of this subsection;

15 (b) The exclusive bargaining representative of language access
16 providers in the unit specified in (a) of this subsection shall be
17 the representative chosen in an election conducted pursuant to RCW
18 41.56.070.

19 Bargaining authorization cards furnished as the showing of
20 interest in support of any representation petition or motion for
21 intervention filed under this section are exempt from disclosure
22 under chapter 42.56 RCW;

23 (c) Notwithstanding the definition of "collective bargaining" in
24 RCW 41.56.030(4), the scope of collective bargaining for language
25 access providers under this section is limited solely to: (i)
26 Economic compensation, such as the manner and rate of payments; (ii)
27 professional development and training; (iii) labor-management
28 committees; and (iv) grievance procedures. Retirement benefits are
29 not subject to collective bargaining. By such obligation neither
30 party may be compelled to agree to a proposal or be required to make
31 a concession unless otherwise provided in this chapter;

32 (d) In addition to the entities listed in the mediation and
33 interest arbitration provisions of RCW 41.56.430 through 41.56.470
34 and 41.56.480, the provisions apply to the governor or the governor's
35 designee and the exclusive bargaining representative of language
36 access providers, except that:

37 (i) In addition to the factors to be taken into consideration by
38 an interest arbitration panel under RCW 41.56.465, the panel shall
39 consider the financial ability of the state to pay for the

1 compensation and benefit provisions of a collective bargaining
2 agreement;

3 (ii) The decision of the arbitration panel is not binding on the
4 legislature and, if the legislature does not approve the request for
5 funds necessary to implement the compensation and benefit provisions
6 of the arbitrated collective bargaining agreement, the decision is
7 not binding on the state;

8 (e) Language access providers do not have the right to strike;

9 (f) If a single employee organization is the exclusive bargaining
10 representative for two or more units, upon petition by the employee
11 organization, the units may be consolidated into a single larger unit
12 if the commission considers the larger unit to be appropriate. If
13 consolidation is appropriate, the commission shall certify the
14 employee organization as the exclusive bargaining representative of
15 the new unit;

16 (g) If a single employee organization is the exclusive bargaining
17 representative for two or more bargaining units, the governor and the
18 employee organization may agree to negotiate a single collective
19 bargaining agreement for all of the bargaining units that the
20 employee organization represents.

21 (3) Language access providers who are public employees solely for
22 the purposes of collective bargaining under subsection (1) of this
23 section are not, for that reason, employees of the state for any
24 other purpose. This section applies only to the governance of the
25 collective bargaining relationship between the employer and language
26 access providers as provided in subsections (1) and (2) of this
27 section.

28 (4) Each party with whom the department of social and health
29 services (~~(e)~~), the department of children, youth, and families, the
30 department of labor and industries, and the department of enterprise
31 services contracts for language access services and each of their
32 subcontractors shall provide to the respective department an accurate
33 list of language access providers, as defined in RCW 41.56.030,
34 including their names, addresses, and other contact information,
35 annually by January 30th, except that initially the lists must be
36 provided within thirty days of (~~June 10, 2010~~) the effective date
37 of this section. The department shall, upon request, provide a list
38 of all language access providers, including their names, addresses,
39 and other contact information, to a labor union seeking to represent
40 language access providers.

1 (5) This section does not create or modify:

2 (a) The (~~department's~~) obligation of any state agency to comply
3 with (~~the~~) federal statute and regulations; and

4 (b) The legislature's right to make programmatic modifications to
5 the delivery of state services under chapter 74.04 or 39.26 RCW or
6 Title 51 RCW. The governor may not enter into, extend, or renew any
7 agreement under this chapter that does not expressly reserve the
8 legislative rights described in this subsection.

9 (6) Upon meeting the requirements of subsection (7) of this
10 section, the governor must submit, as a part of the proposed biennial
11 or supplemental operating budget submitted to the legislature under
12 RCW 43.88.030, a request for funds necessary to implement the
13 compensation and benefit provisions of a collective bargaining
14 agreement entered into under this section or for legislation
15 necessary to implement the agreement.

16 (7) A request for funds necessary to implement the compensation
17 and benefit provisions of a collective bargaining agreement entered
18 into under this section may not be submitted by the governor to the
19 legislature unless the request has been:

20 (a) Submitted to the director of financial management by October
21 1st prior to the legislative session at which the requests are to be
22 considered, except that, for initial negotiations under this section,
23 the request may not be submitted before July 1, 2011; and

24 (b) Certified by the director of financial management as
25 financially feasible for the state or reflective of a binding
26 decision of an arbitration panel reached under subsection (2)(d) of
27 this section.

28 (8) The legislature must approve or reject the submission of the
29 request for funds as a whole. If the legislature rejects or fails to
30 act on the submission, any collective bargaining agreement must be
31 reopened for the sole purpose of renegotiating the funds necessary to
32 implement the agreement.

33 (9) If, after the compensation and benefit provisions of an
34 agreement are approved by the legislature, a significant revenue
35 shortfall occurs resulting in reduced appropriations, as declared by
36 proclamation of the governor or by resolution of the legislature,
37 both parties shall immediately enter into collective bargaining for a
38 mutually agreed upon modification of the agreement.

39 (10) After the expiration date of any collective bargaining
40 agreement entered into under this section, all of the terms and

1 conditions specified in the agreement remain in effect until the
2 effective date of a subsequent agreement, not to exceed one year from
3 the expiration date stated in the agreement.

4 (11) In enacting this section, the legislature intends to provide
5 state action immunity under federal and state antitrust laws for the
6 joint activities of language access providers and their exclusive
7 bargaining representative to the extent the activities are authorized
8 by this chapter.

9 NEW SECTION. **Sec. 9.** If any part of this act is found to be in
10 conflict with federal requirements that are a prescribed condition to
11 the allocation of federal funds to the state, the conflicting part of
12 this act is inoperative solely to the extent of the conflict and with
13 respect to the agencies directly affected, and this finding does not
14 affect the operation of the remainder of this act in its application
15 to the agencies concerned. Rules adopted under this act must meet
16 federal requirements that are a necessary condition to the receipt of
17 federal funds by the state. Nothing in this act may restrict an
18 agency's ability to serve limited English proficient clients in a
19 timely manner.

20 NEW SECTION. **Sec. 10.** Sections 5 and 7 of this act expire July
21 1, 2018.

22 NEW SECTION. **Sec. 11.** Sections 6 and 8 of this act take effect
23 July 1, 2018.

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