
SENATE BILL 5810

State of Washington

68th Legislature

2024 Regular Session

By Senators Saldaña, Valdez, Lovick, Dhingra, Holy, Robinson, Conway, Hasegawa, Hunt, Keiser, Nguyen, Nobles, Salomon, Trudeau, and C. Wilson

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1 AN ACT Relating to clarifying the collective bargaining unit for
2 interpreters providing language access services to certain state
3 agencies; and amending RCW 41.56.510.

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

5 **Sec. 1.** RCW 41.56.510 and 2020 c 289 s 2 are each amended to
6 read as follows:

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

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

18 (a) The only units appropriate for purposes of collective
19 bargaining under RCW 41.56.060 are:

20 (i) A statewide unit for language access providers who provide
21 spoken language interpreter services for the department of social and

1 health services (~~(appointments)~~), the department of children, youth,
2 and families (~~(appointments)~~), or medicaid enrollees
3 (~~(appointments)~~);

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

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

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

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

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

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

36 (i) In addition to the factors to be taken into consideration by
37 an interest arbitration panel under RCW 41.56.465, the panel shall
38 consider the financial ability of the state to pay for the
39 compensation and benefit provisions of a collective bargaining
40 agreement;

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

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

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

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

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

26 (4) Each party with whom the department of social and health
27 services, the department of children, youth, and families, the
28 department of labor and industries, and the department of enterprise
29 services contracts for language access services and each of their
30 subcontractors shall provide to the respective department an accurate
31 list of language access providers, as defined in RCW 41.56.030,
32 including their names, addresses, and other contact information,
33 annually by January 30th, except that initially the lists must be
34 provided within thirty days of July 1, 2018. The department shall,
35 upon request, provide a list of all language access providers,
36 including their names, addresses, and other contact information, to a
37 labor union seeking to represent language access providers.

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

39 (a) The obligation of any state agency to comply with federal
40 statute and regulations; and

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

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

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

17 (a) Submitted to the director of financial management by October
18 1st prior to the legislative session at which the requests are to be
19 considered, except that, for initial negotiations under this section,
20 the request may not be submitted before July 1, 2011; and

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

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

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

36 (10) After the expiration date of any collective bargaining
37 agreement entered into under this section, all of the terms and
38 conditions specified in the agreement remain in effect until the
39 effective date of a subsequent agreement, not to exceed one year from
40 the expiration date stated in the agreement.

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

6 (12) By December 1, 2020, the department of social and health
7 services, the department of children, youth, and families, the
8 department of labor and industries, the health care authority, and
9 the department of enterprise services must report to the legislature
10 on the following:

11 (a) Each agency's current process for procuring spoken language
12 interpreters and whether the changes in chapter 253, Laws of 2018
13 have been implemented;

14 (b) If chapter 253, Laws of 2018 has not been fully implemented
15 by an agency, the barriers to implementation the agency has
16 encountered and recommendations for removing the barriers to
17 implementation;

18 (c) The impacts of the changes to the bargaining units for
19 language access providers in chapter 253, Laws of 2018; and

20 (d) Recommendations on how to improve the procurement and
21 accessibility of language access providers.

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