

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

WA INTERPRETERS, Complainant, vs. WASHINGTON STATE LANGUAGE ACCESS PROVIDERS, Respondent.	CASE 133420-U-21 DECISION 13355-A - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
WASHINGTON FEDERATION OF STATE EMPLOYEES, Complainant, vs. WASHINGTON STATE LANGUAGE ACCESS PROVIDERS, Respondent.	CASE 134289-U-21 DECISION 13437 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

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These consolidated cases stem from competing efforts to organize language access providers (LAPs) who are paid by the Washington State Department of Labor & Industries (L&I). On November 23, 2020, WA Interpreters filed the representation petition with the Public Employment Relations Commission (PERC), in Case 133171-E-20, seeking to represent a statewide bargaining unit of LAPs who provide interpretation services for injured workers or crime victims receiving

benefits from L&I. The Washington Federation of State Employees (WFSE) intervened in the matter.¹ On March 30, 2021, WA Interpreters filed the unfair labor practice complaint in Case 133420-U-21, against the State of Washington (employer)² alleging that the employer violated provisions of chapter 41.56 RCW and chapter 391-25 WAC.³ The WFSE filed a similar unfair labor practice complaint in Case 134289-U-21, on June 22, 2021. The complainants in both cases argue that the employer unlawfully changed the way LAPs schedule appointments paid for by L&I. An Unfair Labor Practice Administrator issued preliminary rulings for both complaints, finding causes of action.⁴ The undersigned conducted a hearing via videoconference in the matter on September 13 and 14, 2021. The parties filed briefs on October 20, 2021, to complete the record.

ISSUES

As framed by the preliminary rulings, both complaints raise the issue of whether the employer engaged in interference in violation of RCW 41.56.140(1) and WAC 391-25-140(2) by failing to maintain the status quo concerning how LAPs schedule appointments during the pendency of a representation petition.

The decision to change the way LAPs were scheduled was made and communicated to them before WA Interpreters filed the representation petition. The new scheduling system became part of the

¹ Another organization, Interpreters Rising, also intervened in the representation petition. Interpreters Rising is not a party to the instant proceedings.

² The State of Washington is the employer of LAPs solely for the purposes of collective bargaining pursuant to RCW 41.56.510(1). L&I, a political subdivision of the State of Washington, pays LAPs for interpretation services.

³ WA Interpreters' complaint was accompanied by a motion for temporary relief pursuant to WAC 391-45-430. The Commission denied the motion on June 3, 2021. *Washington State Language Access Providers*, Decision 13355 (PECB, 2021).

⁴ After the preliminary rulings were issued, the agency suspended processing of the petition pursuant to WAC 391-25-370, as the alleged unfair labor practices could improperly affect the outcome of the representation proceeding.

dynamic status quo. Its implementation was expected and did not interfere with employee rights under chapter 41.56 RCW. Both complaints are dismissed.

BACKGROUND

L&I administers Washington State's workers' compensation system and crime victims' compensation program. It purchases interpretation services for medical providers and vocational counselors authorized to provide assistance to injured workers or crime victims with limited English proficiency. Interpretation can occur telephonically, via videoconference, or in person. In-person interpretation is the most common method. The individuals who provide in-person interpretation services are referred to as language access providers.⁵

Although they are independent contractors, the LAPs paid by L&I have collective bargaining rights pursuant to RCW 41.56.510. LAPs do not have full-scope collective bargaining. Instead, the scope of bargaining includes only a statutorily defined list of topics. These topics are limited solely to "(i) Economic compensation, such as the manner and rate of payments, including tiered payments; (ii) professional development and training; (iii) labor-management committees; (iv) grievance procedures; (v) health and welfare benefits; and (vii) [(vi)] other economic matters." RCW 41.56.510(2)(c).

Prior to 2021, LAPs receiving payment from L&I obtained in-person interpretation work in several ways. First, LAPs could choose to schedule work through an interpretation agency, which booked appointments with medical providers or vocational counselors when an interpretation need was identified. The interpretation agency then assigned an interpreter to the appointment. After the services were performed, the LAP was paid an agreed-upon rate and the interpretation agency separately billed L&I.

⁵ LAPs may also contract with other state agencies including the Department of Social and Health Services and the Department of Children, Youth, and Families. These cases involve only work scheduled for, and paid by, L&I.

LAPs could also secure work on their own. Operating under the “independent interpreter” model, the LAP utilized established relationships with medical providers and vocational counselors, as well as other interpreters, to locate and schedule work opportunities. The LAP directly billed L&I for the services performed, utilizing L&I’s billing system.

LAPs provide services throughout the state and are a highly dispersed workforce. L&I communicates with them in a range of ways. It routinely posts updates for interpreters on its website. It also utilizes email. L&I maintains various email listservs to convey information to stakeholders. One listserv is for individuals interested in updates applicable to LAPs. LAPs are not automatically subscribed to the listserv, but instead must affirmatively sign up on their own. At all times relevant to the instant unfair labor practice complaints, L&I’s LAP listserv had between 1,000 and 2,500 recipients, many of whom were LAPs. L&I also has the ability to send notifications to independent interpreters when they are paid by L&I for services performed. When doing so, L&I includes a note in its remittance form with the appropriate message.

The Legislature Passes Second Substitute Senate Bill 6245

In March 2018, the legislature passed, and the governor signed, Second Substitute Senate Bill 6245 (SSSB 6245). One of the bill’s goals was to centralize and consolidate the procurement of spoken language interpreter services. In order to do so, it established new contracting requirements for L&I. These requirements were codified into RCW 39.26.300. The statute provides, in relevant part, that

(3) No later than September 1, 2020, the department of social and health services, the department of children, youth, and families, the health care authority, and the department of labor and industries must purchase in-person spoken language interpreter services directly from language access providers as defined in RCW 74.04.025, or through limited contracts with scheduling and coordinating delivery organizations, or both. . . . Nothing in this section precludes the department of labor and industries from purchasing in-person spoken language interpreter services directly from language access providers or from directly reimbursing language access providers.

The bill became effective June 7, 2018. L&I interpreted the legislation to require it to review the manner in which it procured interpretation services. L&I also determined that the bill precluded its continued use of interpretation agencies or brokers.

L&I Begins Implementing the Bill

L&I convened a steering committee to oversee the implementation of the bill. It met on several occasions during the last months of 2018 and the first several months of 2019. The committee evaluated a range of options. These options included continuing to permit LAPs to bill L&I directly, as well as contracting with a private vendor to develop, implement, and manage a scheduling system for the providers and LAPs. Ultimately, in 2019 the committee decided to contract with a scheduling organization that would book most LAP appointments. The steering committee agreed at a meeting on March 1, 2019, to issue a request for proposals (RFP) for a scheduling system. The decision to contract with a scheduling organization and issue an RFP to purchase a system was communicated publicly. A message describing L&I's decision to contract with a scheduling organization was sent to the LAP listserv on March 21, 2019. The RFP was subsequently issued on July 23, 2019. L&I sent out an announcement of this development the next day. The announcement explained:

Legislation in 2018 (SSB 6245) required Labor & Industries to review its procurement process for interpreter services for injured workers and crime victims. After reviewing our options and gathering feedback from interpreters, providers, and workers, L&I has decided to contract with one or more scheduling organizations.

The message was sent to approximately 1,400 recipients. Following the procurement process, L&I selected the vendor interpretingWorks (IW) to provide the scheduling services described in SSSB 6245. L&I then negotiated and signed a contract with IW at some point during the first half of 2020. L&I's decision was announced to interpreters via email to the LAP listserv on July 22, 2020. It was sent to approximately 1,400 recipients. The message noted, among other things:

This fall, the Department of Labor & Industries (L&I) will launch a new spoken language interpreter scheduling system. After a competitive process,

interpretingWorks was selected to implement and administer this new system (reference RFP #4253). Our goal is to comply with a new law (RCW 39.26.300) to improve meaningful access to spoken language interpreter services.

The message also explained that LAPs could pre-enroll to use the new system by visiting IW's website. Finally, L&I noted that in compliance with the legislation, all interpretation agency billing accounts would be discontinued in early 2021. The message went to approximately 2,200 recipients. Similar information was also sent to interpreters along with their payment remittances around August 2020.

SSSB 6245 required L&I to effectuate its chosen new scheduling method by September 1, 2020. L&I took a number of actions in an attempt to comply with the statutory deadline. First, on September 1, 2020, it published a new payment policy for LAPs. The policy provided, "As of September 2020, L&I has a contract with interpretingWorks for the scheduling of most interpreter appointments. Providers should use this scheduling portal for their interpreter needs, except for some on-demand appointments." Notification of the new policy was sent out to around 2,300 recipients on the LAP listserv on September 1, 2020. IW also opened registration for the LAPs. In order to assist LAPs in the transition to using IW, L&I conducted webinars for interpreters on September 16 and 25, 2020. The webinars were designed to instruct users on how to navigate and use the system. Notification of the webinars, as well as a separate question-and-answer session on September 23, 2020, was communicated via the LAP listserv. A combined total of approximately 725 LAPs, medical providers, and vocational counselors attended the webinars offered by L&I. Following L&I's outreach, by November 22, 2020, approximately 40 percent of the LAPs who provided services in 2019 had registered in the IW system. Of those LAPs who did not register, at least some failed to do so, not because they were not aware of L&I's plan to change how appointments were scheduled, but because they disliked certain elements of the IW system.

Implementation of IW Is Delayed

L&I was unable to meet the legislature's deadline for the implementation of the new scheduling system. Technical issues, combined with the impact of the COVID-19 pandemic and staff turnover, pushed out the date for the system's transition. L&I communicated this delay to interpreters via an email sent to the LAP listserv on October 30, 2020. L&I explained:

As you are aware, the Department of Labor & Industries (L&I) is in the process of deploying a new online spoken language interpreter scheduling system. This is being done to improve language access for injured workers, victims of crime and providers, as mandated by the Washington State Legislature in RCW 39.26.300.

L&I is currently finalizing the system's implementation timeline and onboarding new project team members to ensure a successful launch. To ensure continuity of service to our customers, it is our plan to permit the use of existing agencies and their interpreters for a limited time following implementation.

In the meantime, we highly encourage providers and interpreters to continue signing up for the new online scheduling system through interpretingWorks.

The message went to around 2,450 recipients.

As L&I continued to work through the various technical and personnel issues delaying implementation of the IW system, WA Interpreters filed its representation petition on November 23, 2020.

Despite the filing of the petition, L&I moved forward with its rollout of the IW system. During the first several months of 2021 it continued to provide updates and guidance to the LAPs. On March 12, 2021, L&I sent an email to the LAP listserv announcing April 12, 2021, as the new implementation date. Reminder messages were sent on March 25 and April 9, 2021. Beginning April 12, 2021, LAPs have had to utilize the IW scheduling system in order to book most appointments.

The new scheduling system has impacted LAPs in a several of ways. Some interpreters have privacy concerns with the registration process as well as with the operation of the system itself. Additionally, following implementation, at least one interpreter has seen an increase in the number of available appointments while others have seen significantly decreased work opportunities. At times the system has also resulted in multiple interpreters booking the same appointment. Finally, other LAPs have seen the time it takes to receive payment for services increase substantially.

Prior to implementing the IW system, L&I did not petition the Public Employment Relations Commission to stay any status quo obligation it may have had.

ANALYSIS

Applicable Legal Standard

Long-standing Commission precedent and the Commission's rules require an employer to maintain the status quo with respect to the wages, hours, and other terms and conditions of employment of employees affected by a representation petition while it is pending before PERC. *Klickitat County*, Decision 5462 (PECB, 1996); WAC 391-25-140(2). The relevant status quo is determined as of the date of the filing of the petition. *Val Vue Sewer District*, Decision 8963 (PECB, 2005). Changes to mandatory subjects of bargaining during the pendency of a representation petition may improperly affect the laboratory conditions necessary to the free exercise by employees of their right to vote. *Clark County*, Decision 5373 (PECB, 1995) (citing *Mason County*, Decision 1699 (PECB, 1983)), *aff'd*, Decision 5373-A (PECB, 1996). The obligation to maintain the status quo is premised on preventing employer interference in the election process in violation of RCW 41.56.140(1).

The Commission recognizes, however, that occasionally the status quo "is not static and the employer needs to take action to follow through with changes that were set in motion prior to the union filing a representation petition." *City of Seattle*, Decision 9938-A (PECB, 2009) (citing *King County*, Decision 6063-A (PECB, 1998)). This concept is referred to as the "dynamic status quo." Changes that are part of the dynamic status quo are not seen as disruptive to laboratory conditions in a representation proceeding because the changes are already expected by employees. If the changes were set in motion and communicated to employees prior to the filing of the representation petition, employees should recognize that the changes are not related to the petition and therefore should not undermine support for a union. *King County*, Decision 6063-A. Operation of the dynamic status quo ensures that petitions do not block routine, nondiscretionary changes to employee working conditions. *City of Seattle*, Decision 9938-A.

Application of Standard

L&I believed it was required by law to review the process by which LAPs scheduled work. As a result of that review, in 2019 L&I decided to contract with a scheduling organization that would coordinate appointments between medical providers and vocational counselors, and LAPs for most in-person interpretation work. This decision was repeatedly communicated to interpreters in 2019 and 2020 in a variety of mediums. The change embodied by the interpretingWorks scheduling

system was part of the dynamic status quo in existence prior to the filing of the representation petition by WA Interpreters in late-November 2020. Employees expected the change, and the implementation of the system did not interfere with collective bargaining rights protected by chapter 41.56 RCW.⁶

The decision to change to the IW scheduling system was made and finalized well before the filing of the petition in Case 133171-E-20. “What sets the dynamic status quo in motion is the employer’s decision to which it is bound and at which point it no longer has discretion, and therefore, its action or inaction is expected by the employees.” *Central Washington University*, Decision 10967-A (PECB, 2012). The employer made the decision to contract with a scheduling coordinating vendor in early 2019. It then issued an RFP in July 2019, selected IW as the successful bidder, and awarded the contract to the organization. The contract was ultimately signed during the first half of 2020. Signing the contract with IW rendered the decision to implement the new system no longer discretionary. The fact that the implementation of IW was a one-time, rather than recurring, event does not control whether it may be considered part of the dynamic status quo. *King County*, Decision 6063-A (applying the concept to the effects of a one-time merger between two public entities).

The change was also expected by employees. The employer notified employees that IW would become the primary platform for scheduling appointments in a variety of ways. It sent multiple messages to the LAP email listserv throughout the contracting process before the petition was filed. Those messages, sent to thousands of recipients, left no doubt that the new system would be implemented. The employer also hosted several webinars and a question-and-answer session for LAPs regarding the operation and functionality of IW. During these virtual meetings, attendees were provided with instructions on how to sign up for and use the system. The employer distributed a new payment policy in September 2020, confirming that LAPs would be required to use the

⁶ Generally, the obligation to preserve the status quo during the pendency of a representation petition applies only to matters within the scope of bargaining. *State – Attorney General*, Decision 10733-A (PSRA, 2011). Given my finding that the interpretingWorks system constituted part of the dynamic status quo, I need not address this issue. For the purposes of this analysis I assume, without finding, that the manner in which appointments are scheduled constitutes a mandatory subject of bargaining.

IW software. Although there is no guarantee that the employer's messages reached every LAP who was paid by L&I given the highly dispersed nature of the workforce, the employer's outreach efforts were sufficiently broad. Not only did a large number of participants attend the webinars but, significantly, roughly 40 percent of the LAPs who were paid by L&I in 2019 registered with IW by November 22, 2020, months before the system was actually implemented.

L&I's communications to the LAPs were specific enough to establish expectations concerning the new scheduling system. There is no requirement that a planned change be 100 percent complete in order to become part of the dynamic status quo. *King County*, Decision 6063-A; *State – Attorney General*, Decision 10733-A. At the same time, the intended changes to employee working conditions must be sufficiently definite as to form employee expectations. *Central Washington University*, Decision 10967-A; *Ben Franklin Transit*, Decision 13249 (PECB, 2020). Prior to WA Interpreters filing the representation petition relevant to the instant case, the LAPs had received notification concerning the main contours of the new system. L&I's notifications explained, among other things, that IW would be the primary mechanism to schedule appointments, that interpretation agencies would no longer be permitted to do so, and that independent interpreters could schedule appointments on their own only under limited circumstances. Although some details regarding the technical functionality of the IW system were not fully fleshed out by November 2020, the specificity contained in the communications were adequate to form the LAPs' expectations concerning L&I's plans.

The fact that the employer delayed implementation from fall 2020 until spring 2021 is not determinative of whether the change constituted part of the dynamic status quo. The decision to utilize IW was already made and communicated to the LAPs. The contract was signed and the employer was not in a position to reverse its decision. When it encountered several difficulties in executing its previously decided-upon plan, it informed the LAPs on October 30, 2020, that a new timeline would be forthcoming. The message conveying the decision to delay implementation also encouraged LAPs to continue to sign up to use the new system. This notification occurred before the petition was filed and was not accompanied by any inconsistent action. These facts distinguish the instant situation from those addressed by the Examiner in *Adams County*, Decision 7961 (PECB, 2003) (finding delayed implementation of decision to reduce hours unlawful when made

while petition was pending). Although the LAPs did not know the specific timeline for the implementation of the IW system at the time the representation petition was filed by WA Interpreters, there could be no doubt that it would happen. The messaging contained in the written communications to the LAPs was clear—although implementation of IW was delayed, it would still occur. Any doubts held by the LAPs should have been dispelled. The subsequent announcement during spring 2021 that L&I was finally rolling out the system would not be reasonably perceived by the LAPs as related to the exercise of their rights under chapter 41.56 RCW.

The effects the new scheduling system had on LAPs does not change that it was part of the dynamic status quo. WA Interpreters introduced substantial evidence establishing the IW system has had a negative impact on some LAPs in a variety of ways. This evidence may be relevant to determining whether issues related to scheduling constitute a mandatory subject of bargaining under RCW 41.56.510 and the *City of Richland*⁷ balancing test. As previously noted, however, I need not decide that issue. The post-implementation effects of the transition to IW have no bearing on whether the employer set its decision in motion prior to the filing of the representation petition, or on whether the change was expected by employees. Implementation of the IW system became part of the dynamic status quo regardless of its ultimate impact on the proposed bargaining unit.

Finally, the employer was not obligated to petition PERC to stay its status quo obligation in order to roll out the IW system. As described above, the changes to the way LAPs scheduled appointments were part of the dynamic status quo the employer was privileged to implement. Chapter 391-25 WAC also does not contain a mechanism to permit such a petition under these circumstances. WAC 391-25-140(5)(b) allows an employer to petition the Commission for a stay of its status quo obligation when the dismissal of a representation petition is on appeal. Here, however, the petition has never been dismissed, and the rule is not applicable. *University of*

⁷ *City of Richland (International Association of Fire Fighters, Local 1052)*, Decision 2448-B (PECB, 1987), remanded, *International Association of Fire Fighters, Local 1052 v. Public Employment Relations Commission*, 113 Wn.2d 197 (1989).

Washington, Decision 12064-A (PECB, 2014) (refusing to stay status quo obligation before completion of representation proceeding).

CONCLUSION

In 2018 the legislature directed L&I to review the way it scheduled LAP interpretation services. L&I did so, and in 2019 decided to contract with a single scheduling organization to book the majority of LAP appointments. It issued an RFP and in early 2020 signed a contract with IW for the provision of a new scheduling system. L&I and IW then took numerous steps to roll out the system during the late summer and fall 2020. LAPs were notified of these developments prior to the filing of the representation petition. The decision to implement the new scheduling system thus became part of the dynamic status quo. It was expected by the employees, and its rollout in April 2021 did not interfere with the LAPs' collective bargaining rights.

FINDINGS OF FACT

1. The State of Washington is a public employer for purposes of collective bargaining within the meaning of RCW 41.56.510.
2. WA Interpreters and the Washington Federation of State Employees (WFSE) are bargaining representatives within the meaning of RCW 41.56.030(2).
3. L&I administers Washington State's workers' compensation system and crime victims' compensation program. It purchases interpretation services for medical providers and vocational counselors authorized to provide assistance to injured workers or crime victims with limited English proficiency. Interpretation can occur telephonically, via videoconference, or in person. In-person interpretation is the most common method. The individuals who provide in-person interpretation services are referred to as language access providers.
4. LAPs provide services throughout the state and are a highly dispersed workforce. L&I communicates with them in a range of ways. It routinely posts updates for interpreters

on its website. It also utilizes email. L&I maintains various email listservs to convey information to stakeholders. One listserv is for individuals interested in updates applicable to LAPs. LAPs are not automatically subscribed to the listserv, but instead must affirmatively sign up on their own. At all times relevant to the instant unfair labor practice complaints, L&I's LAP listserv had between 1,000 and 2,500 recipients, many of whom were LAPs. L&I also has the ability to send notifications to independent interpreters when they are paid by L&I for services performed. When doing so, L&I includes a note in its remittance form with the appropriate message.

5. In March 2018, the legislature passed, and the governor signed, Second Substitute Senate Bill 6245 (SSSB 6245). One of the bill's goals was to centralize and consolidate the procurement of spoken language interpreter services. In order to do so, it established new contracting requirements for L&I. These requirements were codified into RCW 39.26.300. The bill became effective June 7, 2018. L&I interpreted the legislation to require it to review the manner in which it procured interpretation services.
6. L&I convened a steering committee to oversee the implementation of the bill. It met on several occasions during the last months of 2018 and the first several months of 2019. The committee evaluated a range of options. These options included continuing to permit LAPs to bill L&I directly, as well as contracting with a private vendor to develop, implement, and manage a scheduling system for the providers and LAPs. Ultimately, in 2019 the committee decided to contract with a scheduling organization that would book most LAP appointments. The steering committee agreed at a meeting on March 1, 2019, to issue a request for proposals (RFP) for a scheduling system. The decision to contract with a scheduling organization and issue an RFP to purchase a system was communicated publicly. A message describing L&I's decision to contract with a scheduling organization was sent to the LAP listserv on March 21, 2019. The RFP was subsequently issued on July 23, 2019. L&I sent out an announcement of this development the next day. The message was sent to approximately 1,400 recipients.
7. Following the procurement process, L&I selected the vendor interpretingWorks (IW) to provide the scheduling services described in SSSB 6245. L&I then negotiated and signed

a contract with IW at some point during the first half of 2020. L&I's decision was announced to interpreters via email to the LAP listserv on July 22, 2020. It was sent to approximately 1,400 recipients.

8. SSSB 6245 required L&I to effectuate its chosen new scheduling method by September 1, 2020. L&I took a number of actions in an attempt to comply with the statutory deadline. First, on September 1, 2020, it published a new payment policy for LAPs. The policy provided, "As of September 2020, L&I has a contract with interpretingWorks for the scheduling of most interpreter appointments. Providers should use this scheduling portal for their interpreter needs, except for some on-demand appointments." Notification of the new policy was sent out to around 2,300 recipients on the LAP listserv on September 1, 2020. IW also opened registration for the LAPs. In order to assist LAPs in the transition to using IW, L&I conducted webinars for interpreters on September 16 and 25, 2020. The webinars were designed to instruct users on how to navigate and use the system. Notification of the webinars, as well as a separate question-and-answer session on September 23, 2020, was communicated via the LAP listserv. A combined total of approximately 725 LAPs, medical providers, and vocational counselors attended the webinars offered by L&I. Following L&I's outreach, by November 22, 2020, approximately 40 percent of the LAPs who provided services in 2019 had registered in the IW system.
9. Unfortunately, L&I was unable to meet the legislature's deadline for the implementation of the new scheduling system. Technical issues, combined with the impact of the COVID-19 pandemic and staff turnover, pushed out the date for the system's transition. L&I communicated this delay to interpreters via an email sent to the LAP listserv on October 30, 2020. The message went to around 2,450 recipients.
10. As L&I continued to work through the various technical and personnel issues delaying implementation of the IW system, WA Interpreters filed its representation petition on November 23, 2020.

11. Despite the filing of the petition, L&I moved forward with its rollout of the IW system. During the first several months of 2021 it continued to provide updates and guidance to the LAPs. On March 12, 2021, L&I sent an email to the LAP listserv announcing April 12, 2021, as the new implementation date. Beginning April 12, 2021, LAPs have had to utilize the IW scheduling system in order to book most appointments.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to chapter 41.56 and chapter 391-45 WAC.
2. By its actions described in findings of fact 3–11, the employer did not interfere with employee rights in violation of RCW 41.56.140(1) by changing the way LAPs schedule appointments during the pendency of a representation petition.

ORDER

The complaints charging unfair labor practices filed in the above-captioned matters are DISMISSED.

ISSUED at Olympia, Washington, this 23rd day of November, 2021.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MICHAEL SNYDER, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.



RECORD OF SERVICE

ISSUED ON 11/23/2021

DECISION 13355-A - PECB has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

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CASE 133420-U-21

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CASE 134289-U-21

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