

# WA INTERPRETERS

## *Bylaws*

### Article I – General

#### Section 1 - Name

The name of this organization shall be “WA INTERPRETERS.” The organization shall be referred to herein as the “Union” or “WA INTERPRETERS.”

#### Section 2 - Purpose

WA INTERPRETERS is a nonprofit labor union which exists to promote and protect the interests of language access providers, interpreters and/or translators (collectively, “Interpreters”) in the State of Washington by:

- Representing them in collective bargaining with their employers;
- Otherwise advocating for improved wages, benefits, working conditions, and fair job distribution.
- Promoting professional development;
- Advocating, sponsoring, initiating, promoting and executing activities and policies that will further and enhance the profession while promoting cultural awareness.

Notwithstanding any other provision of these articles, the Union shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under section 501(c)(5) of the Internal Revenue Code.

#### Section 3 - Incorporation

The Union was organized under and subject to the Washington Nonprofit Corporation Act RCW 24.03A et seq. (the “Act”) on February 5, 2020 with the filing of the Articles of Incorporation with the Secretary of State of Washington (the “Articles”). These Bylaws (“Bylaws”) of the Corporation are intended to conform to the mandatory requirements of the Act. Any ambiguity arising between these bylaws and the mandatory provisions of the Act shall be resolved in favor of the application of the Act.

## **Article II - Affiliations**

WA INTERPRETERS shall not affiliate with, nor pay any dues, fees, or per capita taxes to, any other labor union, collective bargaining representative, or other organization.

## **Article III - Membership and Dues**

### **Section 1 - General**

WA INTERPRETERS shall have two classes of members—Full Members and Associate Members—each with the powers, functions and authorities as set forth herein. Unless otherwise specified herein, the term “Members” shall refer to Full Members only.

### **Section 2 - Full Membership**

- A. Except as provided in Section 5 of this Article, full membership in WA INTERPRETERS shall be open to any interpreter who works within a bargaining unit for which WA INTERPRETERS is the exclusive bargaining representative.
- B. Any interpreter who completes, signs and submits a WA INTERPRETERS standard membership form shall be considered a Full Member. Full Members shall retain their membership for as long as they remit to WA INTERPRETERS the monthly dues required for membership, unless the Board of Directors revokes their membership in accordance with Section 5 of this Article.

### **Section 3 - Associate Membership**

- A. Except as provided in Section 5 of this Article, associate membership in WA INTERPRETERS shall be open to any interpreter who works within a bargaining unit for which WA INTERPRETERS is seeking to become the exclusive bargaining representative. Such members shall be considered “Associate Members.”
- B. Any interpreter who completes, signs and submits a WA INTERPRETERS associate membership form shall be considered an Associate Member. Associate Members shall retain their membership for as long as they remit to WA INTERPRETERS the monthly dues required for membership, unless the Board of Directors revokes their membership in accordance with Section 5 of this Article. Associate Members may attend Membership events and meetings but have no voting rights.

#### **Section 4 - Dues**

- A. The initial rate of dues for Full Members shall be 1% of gross monthly wages.
- B. The initial rate of dues for Associate Members shall be \$15 per month.
- C. Dues may be adjusted upon majority vote of the Board with approval by a majority of the members in accordance with Section 24.03A.655 of the Act.

#### **Section 5 - Membership exclusions**

The Board of Directors may deny an application of membership or revoke the Full or Associate Member status of any person who has (a) worked to oppose the certification of WA INTERPRETERS as the exclusive bargaining representative of any Interpreter, (b) who has assisted a competing organization, (c) who has otherwise acted to undermine the WA INTERPRETERS union; or (d) has failed to pay the dues required for membership as set forth in this Article III.

#### **Section 6 - Non-discrimination**

No person shall be denied services or excluded from membership and participation in WA INTERPRETERS on the basis of race, color, creed, age, gender, orientation, national origin, political affiliation, ancestry, or marital status.

### **Article IV - Board of Directors**

#### **Section 1 - Duties**

- A. WA INTERPRETERS shall be governed by a Board of Directors, the duties of which shall include:
  - Reviewing and amending as necessary these Bylaws or the Articles, subject to Member voting rights set forth in Section 24.03A.655 of the Act;
  - Selecting, overseeing, terminating, and determining the compensation, if any, of the Executive Director/President;
  - Authorizing the disbursement of funds from any political committee operated by WA INTERPRETERS;
  - Developing and adopting a conflict of interest and ethics policy for the Board of Directors and WA INTERPRETERS staff that requires such persons to place the interests of WA INTERPRETERS and its Members above any personal or

- familial interests they may have when conducting Union business;
- Developing and adopting such other policies or procedures as are necessary to carry out the provisions of these bylaws; and
- Monitoring and directing the operations, budget and strategic direction of WA INTERPRETERS.

B. As required by RCW 24.03A.495, all members of the Board (each a “Director”) shall act:

- In good faith;
- With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- In a manner the Director reasonably believes to be in the best interests of the nonprofit corporation.

Furthermore, Directors shall disclose to the other Directors information not already known by them but known by the Director to be material to the discharge of their decision-making or oversight functions.

## **Section 2 – Composition**

The Board of Directors shall consist of four (4) to seven (7) eligible individuals over the age of 18, including the following positions :

A. President

The President shall also serve as the Executive Director of WA INTERPRETERS and shall be responsible for:

- Managing the daily operations of WA INTERPRETERS;
- Hiring, promoting, terminating, managing, and fixing the compensation of any staff;
- Authorizing disbursements of funds from WA INTERPRETERS’ treasury;
- Presiding at meetings of the Members and of the Board of Directors, including preparation of meeting agendas;
- Keeping the Board of Directors and the Members of WA INTERPRETERS appropriately informed regarding the union’s affairs; and
- Any other such duties as the Board of Directors may prescribe.

## B. Vice President

The duties of the Vice President shall include:

- Assisting the President in carrying out the President's duties;
- In the absence of the President or in the event of the President's inability to serve, presiding over meetings of the Members and of the Board of Directors;
- With the approval of the Board of Directors and President, authorize disbursements of funds from WA INTERPRETERS' treasury; and
- Any other such duties as the Board of Directors may prescribe.

## C. Secretary

The duties of the Secretary shall include:

- Recording the proceedings of meetings of the Members and of the Board of Directors;
- Preparing and providing summaries of the Board of Directors meetings to the Members;
- Assisting the President in managing the official communications of WA INTERPRETERS;
- Overseeing the preparation and filing of any official documents or reports required by law; and
- Any other such duties as the Board of Directors may prescribe.

## D. Treasurer

The duties of the Treasurer shall include:

- Acting as custodian of WA INTERPRETERS funds;
- Monitoring and accurately recording the disbursement of funds from WA INTERPRETERS treasury;
- Reporting the financial condition of WA INTERPRETERS to the Members and to the Board of Directors;
- Overseeing the preparation and filing of any financial reports required by law; and
- Any other such duties as the Board of Directors may prescribe.

## E. Sergeant-at-Arms

The duties of the Sergeant-at-Arms shall include:

- Maintaining order, decorum, and safety at meetings of the Members and of the Board of Directors, including the responsibility of ensuring such meetings are attended only by appropriate persons and the authority to eject persons seeking to disrupt such meetings;
- Acting as custodian of any property of WA INTERPRETERS; and
- Any other such duties as the Board of Directors may prescribe.

F. Trustee

The duties of the Trustee shall include:

- Periodically auditing the finances of WA INTERPRETERS and any funds under its control and reporting audit findings to the Board of Directors; and
- Any other such duties as the Board of Directors may prescribe

G. The number of Directors may be increased or decreased by a majority vote of the Board of Directors.

H. Any Director may serve in one or more of the foregoing positions. In addition, the positions of Vice President and Trustee may be held by multiple Directors at one time.

**Section 3 - Advisory Committee**

A. The Board of Directors shall establish an Advisory Committee consisting of at least three WA INTERPRETERS members.

B. Members of the Advisory Committee must meet the same eligibility requirements and comply with the same standards of conduct as the Board of Directors.

C. Members of the Advisory Committee shall be able to attend all meetings of the Board of Directors and have access to all Board documents.

D. Members of the Advisory Committee shall be elected by the Members of WA INTERPRETERS and shall serve terms of two years.

E. The Advisory Committee members must be made up of at least: (a) one member that interprets the most prevalent language in the industry; (b) one member that interprets the second most prevalent language in the industry; and (c) one member that may interpret any language other than the primary languages interpreted by the other two Advisory Committee members. In the event of not having interpreters in said languages to serve as

advisors, any other interpreter from other languages can be candidates.

- F. The Board of Directors shall accept all Advisory Committee nominations submitted with the support of at least 10 WA INTERPRETERS Members. The Board of Directors shall review each nomination for compliance with the Board's eligibility requirements and cause all eligible nominations to be placed on the ballot.
- G. The Board of Directors shall adopt sufficient procedures and policies to provide for effective administration of elections under this Section.

#### **Section 4 - Eligibility Exclusions**

No person may be a Director who:

- A. As of July 1, 2025, has not been a Member of WA INTERPRETERS in good standing for at least two years;
- B. Has worked in a bargaining unit represented by WA INTERPRETERS for less than five years;
- C. Has a criminal conviction; or
- D. Has worked to oppose the certification of WA INTERPRETERS as the exclusive bargaining representative of any worker.

#### **Section 5 - Election**

- A. The Board of Directors shall schedule and establish sufficient procedures and policies for conducting elections, beginning in 2025, in which all directors shall be elected by majority vote of the Members of WA INTERPRETERS. Until the first such election, the Board of Directors will be elected and removed by majority vote of the founding Directors and any such Directors they elect.
- B. Directors shall serve terms of four years.
- C. The Board of Directors may fill a vacancy by electing someone to serve the remainder of the previous Director's term until the next membership election.
- D. Unless otherwise specified, actions of the Board of Directors may be taken upon a majority vote.

- E. Any Director may be removed from the Board of Directors by two-thirds vote of the Directors for failure to comply with the provisions of this Article, commission of a criminal act, violation of the conflict of interest and ethics policy adopted by the Board, consistent failure to perform the duties of their position, missing a total of four (4) consecutive Board meetings in a year, any reason specified in RCW 24.03A.530(5) or (6), or for acting contrary to the interests or effectiveness of WA INTERPRETERS.

### **Section 6 - Conducting Business**

- A. A majority of the Directors in office shall constitute a quorum for purposes of conducting business.
- B. The Board of Directors shall meet no less than once per month at such locations and using such means as the Board may deem appropriate. Individual meetings may be added or canceled by vote of the Board of Directors. Notice of Board meetings will be provided in accordance with Section 24.03A.555 of the Act.
- C. To ensure the protection of information, records and documents proprietary to WA INTERPRETERS, members of the Board of Directors, Members and staff may be required to sign a confidentiality agreement.
- D. Nothing shall prevent a Director from being hired as an employee of WA INTERPRETERS.
- E. WA INTERPRETERS shall reimburse the Directors for expenses appropriately incurred to attend meetings of the Board of Directors, other WA INTERPRETERS events, or otherwise fulfill the responsibilities of their position. The Board of Directors may also elect to compensate Directors for time spent engaged in such activities, PROVIDED: The rate of any such compensation shall not exceed the maximum hourly rate of pay earned by members of a bargaining unit represented by WA INTERPRETERS.
- F. Any action by the Board of Directors may be taken without a meeting if each Board Member entitled to vote with respect to the subject matter thereof executes a consent in the form of a record describing the action to be taken, in accordance with Section 24.03A.570 of the Act, and delivers it to the Secretary.



## **Article V - Bargaining Teams and Contract Ratification**

### **Section 1 - Members**

There shall be a separate bargaining team for each bargaining unit represented by WA INTERPRETERS. Each bargaining team shall consist of:

- A. The President, or their designee;
- B. the Vice President, or their designee;
- C. for negotiations beginning after July 1, 2025, five Members elected by WA INTERPRETERS Members in the applicable bargaining unit; and
- D. up to two additional persons selected by the President.

The President shall select a lead negotiator.

### **Section 2 - Elections**

- A. Elected bargaining team members must meet the same eligibility requirements as the Board of Directors.
- B. The Board of Directors shall accept all bargaining team member nominations submitted with the support of at least 10 WA INTERPRETERS Members. The Board of Directors shall review each nomination for compliance with the Board's eligibility requirements and cause all eligible nominations to be placed on the ballot.
- C. The Board of Directors shall adopt sufficient procedures and policies to provide for effective administration of elections under this section.

### **Section 3 - Contract Ratification**

Collective bargaining agreements tentatively agreed to by WA INTERPRETERS bargaining teams shall be subject to ratification by those Members of WA INTERPRETERS employed in the applicable bargaining unit.

## **Article VI - Finances**

### **Section 1 – Revenue**

The revenues of WA INTERPRETERS shall be derived from dues, fees, and other such sources as may be approved by the Board of Directors.

### **Section 2 - Annual Report**

WA INTERPRETERS shall prepare financial statements at every annual meeting, summarizing the Union's revenue and expenses in appropriate detail, and shall make available said reports to the Union's Members and Board of Directors.

### **Section 3 - Political Expenditures**

- A. No membership dues or general treasury funds may be spent in support of or opposition to any political candidate, ballot measure, or political committee.
- B. The Board of Directors may elect to create a political committee in accordance with Chapter 42.17A RCW, subject to the following conditions:
  - No membership dues or general treasury funds shall be contributed to the political committee;
  - Funding for the political committee may only be derived from voluntary contributions by Members of WA INTERPRETERS; and
  - The political committee may not expend funds for the benefit of political candidates, ballot measures, or political committees outside the State of Washington;
- C. Disbursements from any political committee operated by WA INTERPRETERS must be approved by the Board of Directors.

## **Article VII - Membership meetings**

### **Section 1 - Annual Meeting**

WA INTERPRETERS shall convene an annual membership meeting at which to conduct the formal affairs of the Union. The meeting shall take place at such times, locations and/or in such manner the Board of Directors determines.

## **Section 2 - Member Events**

In addition to the annual membership meeting, WA INTERPRETERS may conduct informal general events for Members on a state-wide or regional basis for the purpose of providing updates to and hearing from the membership. Such events shall take place at such times, locations and/or in such manner as the Board of Directors determine.

## **Section 3 - Special Meetings**

The President and/or the Board of Directors may call additional special membership meetings as appropriate. A special meeting will also be conducted if at least thirty percent (30%) of WA INTERPRETERS members petition for such a meeting.

## **Section 4 - Attendance**

Attendance at membership meetings and events shall be open only to members (including Associate Members) in good standing and staff. At its discretion, the President and/or Board of Directors may permit attendance by other persons on a case-by-case basis.

## **Section 5 - Notice**

Notice of membership meetings shall be provided to Members in accordance with Section 24.03A.410 of the Act.

## **Section 6 - Conduct of Meetings**

Meetings of the Members and of the Board of Directors shall be conducted in a manner decided by the Board of Directors which is consistent with Section 24.03A.425 of the Act and guided by the *Robert's Rules of Order, Third Edition, In Brief*.

## **Section 7 - Quorum**

Members may take action at a meeting only if a quorum of the members are present. There shall be the following quorum requirements: (A) a quorum for purposes of amendment of these Bylaws or considering fundamental transactions as provided in Article IX shall be sixty percent (60%) of the Members; (B) a quorum for purposes of election of any Directors shall be forty percent (40%) of the Members; and (C) a quorum for purposes of election of Advisory Committee Members or Bargaining Team Members shall be twenty percent (20%) of the Members. In all other cases where Members may have the right to vote, quorum requirements shall be determined as set forth under the Act.

## **Section 8 - Remote Meetings, Acceptance of Ballots by Mail**

Members shall have the option to attend the Annual Meeting or Special Meetings by means of remote communications. In the event of an Annual Meeting or Special Meeting where a vote of the Members is required, Members may be permitted to vote with a mail-in ballot, signed by the voting Member and delivered within the timeframes as may be determined by the Board of Directors. Members participating by means of remote communications or mail-in ballot shall count towards the quorum.

## **Article VIII - Amendments**

### **Section 1 - Board of Directors**

The Board of Directors may, at any time, consider and adopt amendments to these Bylaws. Such proposed amendment must then be submitted to the Members for their approval in accordance with Section 24.03A.655 of the Act. Amendments to Article II (Affiliations) must be approved by 75% of the Members voting at a duly called meeting. Any other amendment to the Bylaws may be made with the approval of two-thirds of the Members voting at a duly called meeting.

### **Section 2 - Membership Initiated Amendments**

The Board of Directors must consider and vote upon any proposed amendments to these Bylaws submitted to it and petitioned for by at least thirty percent (30%) percent of the Members.

## **Article IX – Fundamental Transactions**

WA INTERPRETERS shall not merge with another organization, sell all or substantially all of its assets, or dissolve except by two-thirds vote of the Board of Directors, followed by a two-thirds vote of the Members.

## **Article X - Miscellaneous**

### **Section 1 - Membership lists, internal communications, and documents**

Unless otherwise provided by the Act, the list of WA INTERPRETERS members will not be provided to any person without approval of the Board of Directors. Unless otherwise required by the Act, WA INTERPRETERS documents, records or communications may not be published or shared with any person who is not a Director, employee or Member of WA INTERPRETERS without the approval of the Board of Directors.

## **Section 2 - Voters' Guides**

Prior to any elections, WA INTERPRETERS shall prepare and distribute to its Members a voters' guide featuring statements and other materials submitted by eligible candidates.

## **Section 3 - Authority to Act**

No Member, Director, or other person may act on behalf of WA INTERPRETERS unless authorized by the Bylaws (or in policies adopted pursuant thereto), the President/Executive Director, or the Board of Directors.

## **Section 4 - Indemnification**

- A. No Member of WA INTERPRETERS may be held personally liable for obligations of the Union.
- B. The Union shall indemnify any Director or officer of the Union, who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended or as defined in the Act) by reason of the position held by such person or entity in the Union, to the full extent allowed by applicable law, as presently in effect and as hereafter amended; provided, however, that the Union shall only indemnify a director or officer seeking indemnification in connection with a proceeding initiated by such person if such proceeding or part of a proceeding was authorized by the Board of Directors or if such proceeding was brought by a director or officer to enforce a claim for indemnification under this Article and a court or an arbitrator determines that the director or officer is entitled to all of the relief claimed.
- C. The right to indemnification conferred by this Article X shall be interpreted to conform with, and shall not create any right that is inconsistent with, applicable law, as presently in effect and as hereafter amended. To the full extent allowed by applicable law (as presently in effect and as hereafter amended), the right to indemnification conferred by this Article X shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person. The rights conferred in this Article shall not be exclusive of any other rights which any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Bylaws, the Articles, a vote of the Board of Directors, or otherwise.
- D. Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel payment of such indemnification would cause the Union to lose its tax-exempt status, if any, from federal income taxation.

- E. No amendment to or repeal of this Article X shall adversely affect any right of protection of any Director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

The undersigned, being the Secretary of the Union, hereby certifies that these Bylaws are the bylaws of the Union adopted by resolution of the Directors effective as of May 3rd, 2022.