

SETTLEMENT AGREEMENT
PERB Case No. SF-CE-9-I

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the California Federation of Interpreters/The Newspaper Guild-Communications Workers of America Local 39000 ("CFI") and trial courts of Region 2, as defined in the Trial Court Interpreter Employment and Labor Relations Act (TCIELRA), hereby agree to the following Settlement Agreement ("Agreement").

1. A dispute has arisen between the parties over whether supervisors and/or managers may perform "interpreter services" in order to achieve and/or maintain certification as a certified interpreter.

2. This Agreement shall apply to the trial courts in Region 2, as defined in the TCIELRA.

3. Each trial court in Region 2 shall have no more than one (1) certified or registered supervisor and/or manager. The supervisor and/or manager will be allowed to also perform interpreter services under the following conditions:

a. The supervisor and/or manager will complete only the number of professional interpreting assignments required by the Judicial Council to maintain his or her certification or registration.

b. The intent of this Agreement is that the supervisor and/or manager will complete the required number of assignments in the least amount of time and fewest number of days practically possible.

c. Any interpreter services involving Spanish shall be completed in no more than a two (2) month continuous period within the two-year recertification period, as triggered by the first assignment. For non-Spanish interpreter services, best efforts will be made to complete the required number of assignments in no more than a two (2) month continuous period within the two-year recertification period, as triggered by the first assignment, but if not enough assignments are available during the two-month period, the time period can be extended up to the two-year certification period.

d. The trial court shall provide a minimum of ten (10) days' advance notice to CFI regarding the interpreting assignment(s) to be assigned to the supervisor and/or manager. Said assignments shall be of the regularly calendared type assigned by the interpreters' scheduling office and the trial court will provide the location, case number, and case type to CFI within ten (10) days after the supervisor and/or manager completes the interpreting assignment(s).

e. Any interpreter assignments performed by the supervisor and/or manager will not result in loss of pay to any available interpreter in the following categories: regular full-time, regular part-time, and intermittent part-time ("IPT") employees, local opt-out court interpreters, cross-assigned interpreters, and independent contractors. It is the intent of the parties that in the event a supervisor and/or manager is used to perform interpreter services, and an employee or independent contractor is available and is not hired, that the trial court pay the employee or independent contractor who would have been eligible for the assignment pursuant to the assignment provisions of the parties Memorandum of Understanding. Any such payments shall be counted as assignments for the purposes of applying G.C. 71802(c)(2) and 71802(e).

4. Except as expressly stated in this agreement, CFI does not waive any rights to defend the Unit Work section of Article 2 of the MOU.

5. CFI hereby withdraws Unfair Practice Charge No. SF-CE-9-I.

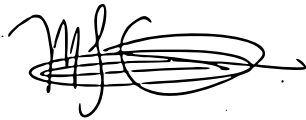
6. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this Agreement.

7. This Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

8. The undersigned parties represent that they have read and understand the terms of this Agreement and that they are authorized to execute this Agreement on behalf of their principals.

9. This Agreement shall be considered a non-precedential side-letter to the parties existing Memorandum of Understanding and shall have the same term.

For Charging Party:

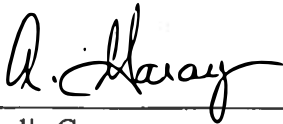


Mary Lou Aranguren
Region 2 Steward, CFI

For Respondent:



Kim Turner
CEO Chair, Region 2



Anabelle Garay
Field Representative, CFI



Sheila Tolbert
Regional Chair, Region 2