

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE JUDGES OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES,
THE JUDGES OF THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SANTA BARBARA, AND THE JUDGES OF THE SUPERIOR
COURT OF CALIFORNIA,
COUNTY OF SAN LUIS OBISPO
REGARDING THE INTERPRETERS UNIT

THIS MEMORANDUM OF UNDERSTANDING MADE AND ENTERED INTO ON:

DATE: February 10, 2010

BY AND BETWEEN Authorized Management Representatives of the Superior Court of California, County of Los Angeles, the Superior Court of California, County of Santa Barbara and the Superior Court of California, County of San Luis Obispo (hereinafter referred to as "Management" or "Court".)

And California Federation of Interpreters-The Newspaper Guild/Communications Workers of America Local 39521 (CFI-TNG/CWA)

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum of Understanding; to provide an orderly and equitable means of resolving any misunderstanding or difference which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum.

ARTICLE 2 RECOGNITION

1. General

Pursuant to applicable State law, Court Management hereby recognizes CFI-TNG/CWA Local 39521, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of the court interpreters employed by the Superior Courts of California in the following Region:

Region 1: Counties of Los Angeles, San Luis Obispo and Santa Barbara

The terms and conditions of this Memorandum of Understanding shall apply to all employee interpreters performing unit work for the Superior Courts in Region 1.

Excluded from the bargaining unit and coverage of this Agreement are all independent contractors and any interpreters who may be included in a bargaining unit covered by another Memorandum of Understanding.

Management agrees that it shall recognize the Union as the exclusive representative for members of the bargaining unit for all matters within the scope of negotiations including wages, hours and other terms and conditions of employment.

2. Unit Work:

Except as otherwise expressly set forth herein, no one except bargaining unit employees shall perform bargaining unit work. Bargaining unit work shall be the type of work normally or presently performed within the bargaining unit covered by this MOU. Such work shall include, but is not necessarily limited to, simultaneous or consecutive interpretation of court proceedings, court-ordered programs for which an interpreter is required, such as court-ordered: psychiatric evaluations; interviews with defendants and witnesses; sight translation of court documents; mediation sessions and child-custody evaluations.

3. Non-Unit Work

Interpreter work the assignment of which the Court does not control.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding will become effective upon ratification by the Regional Court Interpreter Employment Relations Committee and members of the bargaining unit.

ARTICLE 4 AUTHORIZED AGENTS

For the purposes of meeting and conferring regarding the Memorandum of Understanding:

- A. Management's principal authorized agent shall be the Chair Persons of the Regional Court Interpreter Employment Relations Committee.

- B. The Union's principal authorized agents shall be the Executive Officer, CFI-TNG/CWA Local 39521 or his/her duly authorized representative (address: 433 Natoma Street, 3rd Floor, San Francisco, CA 94103; telephone 415-421-6833); and the CFI-TNG/CWA Court Interpreter Unit Chair or his/her duly authorized representative (address: 433 Natoma Street, 3rd Floor, San Francisco, CA 94103; telephone 415-421-6833).

For the purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be the Court's Executive Officer/Clerk or duly authorized representative as follows:
 - a. Los Angeles: (address: 111 North Hill Street, Los Angeles, CA 90012), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth therein.

 - b. Santa Barbara (address: 1100 Anacapa Street, Santa Barbara, CA, 93101) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth therein.

 - c. San Luis Obispo (address: 1035 Palm Street, Room 385, San Luis Obispo, CA 93408) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth therein.

- B. The Union's principal authorized agents shall be the Executive Officer, NCMWU-CWA Local 39521 or his/her duly authorized representative (address: 433 Natoma Street, 3rd Floor, San Francisco, CA 94103; telephone 415-421-6833); and the CFI-TNG/CWA Court Interpreter Unit Chair or his/her duly authorized representative (address: 433 Natoma Street, 3rd Floor, San Francisco, CA 94103; telephone 415-421-6833).

ARTICLE 5 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the Union and all other applicable rights provided by the Trial Court Interpreter Employment Protection and Labor Relations Act. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious affiliations, disability status, or sexual orientation.

ARTICLE 6 TERM

Section 1

The term of the Memorandum of Understanding shall commence on February 10, 2010 provided that the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met.

Section 2

The term of this Memorandum of Understanding shall continue until it expires at 12:00 midnight, June 30, 2012.

**ARTICLE 7 NOTICE OF INTENT TO TERMINATE AND NEGOTIATE
SUCCESSOR AGREEMENT**

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period of ninety to one-hundred twenty days prior to the termination date of this Memorandum of Understanding, its written request to commence negotiations for such successor Memorandum of Understanding.

ARTICLE 8

DISCIPLINE AND DISCHARGE

No employee (except during their probationary period) shall be subject to discipline without just cause. Probationary employees shall not be allowed to appeal any discipline.

Discipline and Discharge Standards

Discipline will usually be imposed progressively. Progressive discipline will normally include one or more warnings (oral and/or written) and/or a suspension before a termination is imposed. However, subject to the appeal process contained herein, deviations from this procedure may occur whenever the court determines that circumstances warrant that one or more steps in the progressive discipline procedure be skipped. Accordingly, circumstances may warrant an immediate suspension or termination.

With the exception of layoffs for organizational necessity, discipline, up to and including termination, will be for cause. For purposes of this policy, "for cause" will have the same meaning as that set forth in Government Code Section 71805(e).

Administrative Leave

The court may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave. Administrative leave with pay shall not be considered corrective action as defined in this article and shall not be subject to challenge.

1. Notice of Discipline/Discharge

When the court is considering disciplinary action, the affected employee will be given written notice of the proposed disciplinary action. The notice will include (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his or her right to respond, either orally or in writing, to the charge(s), by the date specified in the notice. If the employee does not respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and will take effect as described in the notice of proposed disciplinary action. If the employee responds to the charge(s) within the time specified in the notice of proposed disciplinary action, the court shall consider the employee's response and all of the information upon which the charge(s) is based. The court shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension, a termination, or a demotion/reduction in pay, the employee, or the Union on behalf of the employee (with the employee's written approval) may appeal such determination in writing, within 20 calendar days of the date that the court issued the determination. If no such appeal is in a timely manner filed, the determination of disciplinary action shall stand.

2. Arbitration to Review Disciplinary Decisions

In the event that an employee in a timely manner files an appeal as described in section 1 above, a binding arbitration will take place. Within 10 business days of the date that the employee files the notice of appeal, the court and the employee, or if the employee is represented, the employee's representative, shall attempt mutually to agree on an experienced labor arbitrator to hear the case. The parties may extend this date by mutual consent. If the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service or another mutually acceptable source.

- (a) The hearing shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence.
- (b) The employee and trial court shall have the right to call witnesses and present evidence. The trial court will release trial court employees to testify at the hearing upon adequate notice.
- (c) The hearing officer has the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents and other evidence as provided in Section 1282.6 of the Code of Civil Procedure.
- (d) The employee has the right to representation, including legal counsel, if provided by the employee.
- (e) The arbitrator's report will be limited to the issue of whether "cause" existed for the discipline imposed. The arbitrator does not have authority to add to, detract from, alter, amend, or modify the Memorandum of Understanding or any of the court's rules, policies, or procedures.
- (f) Court witnesses released to testify at the hearing will be released with pay.

3. Representation

At any investigatory interview, which the employee might reasonably believe would lead to discipline of the employee, the employee may request the right to have a shop steward present during the interview. If the employee's preferred shop steward is not available to attend a meeting scheduled by the Court, the employee shall arrange for an alternative shop steward to be present. If no alternative shop steward can be found to represent the employee at the investigatory interview, the Court shall reschedule the scheduled interview within three business days, unless otherwise agreed to by the parties. At the union's option, a union staff representative may represent an employee at an investigatory interview provided such representation does not delay the interview for more than two (2) business days.

ARTICLE 9 GRIEVANCE PROCEDURE

All grievances must be filed on an appropriate form indicating the provision of the Memorandum

of Understanding alleged to have been violated and the remedy sought.

Section 1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2 Definitions

1. Whenever used, the term "employee" means either employee or employees, as appropriate.
2. "Grievance" means a complaint by an employee, group of employees or the Union, concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner.
3. "Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3 Responsibilities

1. Employees are encouraged to discuss their complaints with the Manager/Supervisor of the Interpreter Services Division at the appropriate trial court or designated representative.
2. Court management has the responsibility to:
 - a. Inform an employee of any limitation of the Court's authority to fully resolve the grievance; and
 - b. Supply the employee with the necessary information to process his grievance to the proper agency or authority.

Section 4 Waivers and Time Limits

1. Failure by Court Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next within the time limits established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings. The grievant may be required by either party to be present in meetings with Court Management for purposes of discussing the grievance.
2. A Court employee selected as a representative in a grievance is required to obtain the permission from his immediate supervisor to absent himself from duties to attend the grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with Court operations.
3. A Court employee may present his grievance to Court Management on Court time. In scheduling the time, place and duration of any grievance meeting, both the employee and Court Management will give due consideration to the duties each has in the essential operations of the Court.

Section 6 The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Court Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, Court Management may designate a Court representative to be present at such meeting.
3. Court Management shall notify the Union of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The Union representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding and shall have the right to review a proposed settlement of a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Union representative elects to attend any formal grievance meeting, he must inform Court Management prior to such meeting. Court Management may also designate a Management representative to be present at such meeting.
6. Only Court employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid Court time.

Section 7 Procedure: Formal Complaint

Step 1:

- A. Within twenty (20) business days from occurrence of the matter on which the complaint is based, or within twenty (20) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance with their Supervisor (LA Only) and the Assistant Executive Officer for Santa Barbara County (or designee). Three copies of the Court grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from Court Management.

- B. Within ten (10) business days from the receipt of the grievance, the Court shall give a decision in writing to the employee on the original copy of the grievance.

Step 2 (LA Only): Manager

- A. Within ten (10) business days of the receipt of the decision at Step 1, the employee shall appeal to the Manager of Interpreter Services using the original copy of the unresolved grievance.

- B. Within ten (10) business days of the receipt of the grievance, the Court shall give a decision in writing to the grievant on the original copy of the grievance.

Step 3: Executive Officer/Clerk

- A. Within ten (10) business days from the receipt of the decision resulting from the previous step, the employee may appeal to the Executive Officer/Clerk or designated representative using the original copy of the grievance.

- B. Following the receipt of the employee's grievance, the Executive Officer/Clerk or designated representative shall make a thorough review of the grievance, meet with the parties involved and give a written decision, and the reasons therefore, to the employee. Upon request, a copy of the decision will be given to the Union Representative. However, the Executive Officer/Clerk or designated representative is not limited to denying a grievance for the reasons stated at any previous step in the procedure.

On matters that do not directly concern or involve the interpretation or application of the terms and provisions of this Memorandum of Understanding, the decision of the Executive Officer/Clerk or authorized representative, who has not previously been involved in the grievance, shall be final.

Section 8 Arbitration

- A. Within thirty (30) business days from the receipt of the written decision of the Executive Officer/Clerk or designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

- B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted

to arbitration hereunder. In no event shall such arbitration extend to:

1. The interpretation, application, merits or legality of any State or local law or ordinance adopted by the County's Board of Supervisors (unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator).
 2. The interpretation, application, merits or legality of the rules or regulations of the Court or any other agency or commission (unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator).
- C. In the event the Union requests that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, they shall, within the time requirements set forth above, send a written request to the Executive Officer/Clerk or designated representative which shall:
1. Set forth the specific grievances as originally filed and processed through the grievance procedure;
 2. State with particularity those portions of the grievance which have not been satisfactorily resolved by said Executive Officer/Clerk or designated representative in his/her written decision resulting from Level 2 of the Grievance Procedure and concerning which arbitration is requested; and
 3. Request that said Executive Officer/Clerk or designated representative, pursuant to this Memorandum of Understanding, join in the selection of an arbitrator for the purpose of conducting arbitration concerning such grievances as provided for herein.
- D. Selection of an arbitrator shall take place as follows: The parties will attempt to select a neutral arbitrator from a mutually acceptable source. If the parties cannot agree on an arbitrator from a list of seven names provided by the Conciliation Service, Department of Industrial Relations for the State of California. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the Conciliation Service, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
- E. Arbitration of grievances hereunder will be limited to the formal written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with mutually acceptable rules and procedures. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.
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- F. The written decision of an arbitrator resulting from the arbitration of a grievance hereunder shall be entirely advisory in nature and shall in no way be binding upon any of the parties hereto or appealable.

ARTICLE 10 GRIEVANCE MEDIATION

If the parties jointly agree, any dispute under either Article 8 or 9 may be submitted to mediation prior to arbitration of the dispute. The submission to mediation shall not affect the right of either party, if mediation is not successful, to submit the matter to arbitration.

ARTICLE 11 EXPEDITED ARBITRATION

Section 1

1. This is an alternative to the procedures set forth in Article 9 or 10, and will only be utilized upon mutual written agreement of the parties.
2. Prior to the hearing a joint submission statement setting forth the issue(s) to be determined will be prepared and submitted to the arbitrator. If the parties cannot agree to a submission statement, each party shall present to the arbitrator its own submission statement and the arbitrator shall determine the issue(s) to be resolved.
3. The parties will select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings.
 - A. The arbitrator will be compensated at the contracted-for flat daily rate. The cost of the arbitrator will be borne equally by the parties. In addition, each party will pay for all fees and expenses incurred by that party on its behalf, including, but not limited to, witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post-hearing briefs.
4. The arbitrator selected will hear the grievance(s) within ten (10) business days of his/her selection and may hear multiple cases during the course of the day.
5. Arbitration of a grievance hereunder will be limited to the unresolved issue(s) of the formal written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
6. The arbitrator will issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

ARTICLE 12 MANAGEMENT RIGHTS

All rights of Court Management are reserved to the employer unless such rights are abrogated by an express provision of this Memorandum of Understanding or by mutual express written agreement by the parties.

Nothing herein shall limit the right of the Union to meet and confer over the impact of rights exercised by Management as provided in Article 13, Full Understanding, Modification and Waiver, or the employee from filing grievances in accordance with Article 9, Grievance Procedure, concerning alleged violations of the interpretation or application of this Article.

ARTICLE 13 FULL UNDERSTANDING, MODIFICATION, WAIVER

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Section 2 of this Article.

Section 2

A It is understood and agreed that the provisions of this Section are intended to apply only to matters that are not specifically covered in this Agreement.

It is recognized that during the term of this Agreement it may be necessary for Court Management to make changes in policies, rules, procedures or practices affecting the employees in this Unit. Where management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation. For purposes of administration of this Section 2, Government Codes 71816 through 71820, as amended from time to time, shall apply.

ARTICLE 14 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, that part or provision shall be suspended and superseded by the applicable law or regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 15

NEW EMPLOYEES

Section 1

The Court shall provide to the Union quarterly a list of newly hired employees, including name, address, home court and primary work location. During orientation, the Court will advise new employees that their home address will be provided to the Union.

Section 2

Before being assigned to interpret alone in a court proceeding, a newly hired interpreter will receive a minimum of three (3) days paid in-service training with an interpreter mentor who will coach (consistent with Court policy) the new interpreter in various aspects of court interpreting including, but not limited to:

- Interpreter ethics and rules of Court
- Courtroom protocol
- Court functions
- Simultaneous interpretation of off record matters
- Consecutive interpretation of off record matters
- Sight translation of waiver forms and other courtroom documents
- Safety issues
- Use of equipment

Such mentoring need not be provided to former opt out or formerly employed interpreters who are not new to the LASC or to those new hires who have two or more years service as an interpreter in criminal court proceedings in the California trial court system.

The role of interpreter mentor is voluntary. Interpreter mentor volunteers must meet the following requirements:

- A minimum of five years experience as a California Certified/Registered Court Interpreter for the Court
- Satisfactory performance evaluations
- State license up to date in accordance with Judicial Council requirements

Interpreters may volunteer to be included on the list of approved interpreter mentors at quarterly intervals. Interpreter mentors will be assigned by management. An interpreter mentor may request to be removed from the list at any time. If there are three or fewer volunteers on the list the requirement set forth above regarding interpreting alone in the courtroom may be waived by management.

Section 3

The Court agrees to distribute a Union provided brochure or packet to each newly hired employee at orientation. The brochure/packet shall be prepared by an authorized representative of the Union and the Union shall bear the cost of the preparation of the materials. Said materials must be submitted in advance for approval to the Court.

ARTICLE 16 EMPLOYMENT STATUS

1. General

"A" status - Full-time Interpreters

An employee interpreter of any language holding a regular full-time or relief full-time position with the Court shall be an "A" status employee.

A regular full-time position is one that is regularly scheduled to work five days and forty hours per week in a specific location.

A relief full-time position is regularly scheduled to work five days and forty hours per week and one for which the location of the assignment may vary from day-to-day. The Court agrees to consider geographic preference of the interpreter, but cannot guarantee geographic preference for any day's assignment(s).

"C" status - Regular Part-time Interpreters

An employee interpreter of any language holding a regular a.m. only five day per week position or an employee interpreter who has a pre-booked position that is at least half time and less than full-time shall be a "C" status employee.

A pre-booked position is a position that is authorized at least 1/2 time, based upon the FTE equivalent, where the location of the assignment may vary from day to day but the FTE equivalent will not. The Court agrees to consider geographic preference of the interpreter, but cannot guarantee geographic preference for any day's assignments.

A condition of employment for all "C" status interpreters requires the interpreter to accept any assignment given consistent with the position accepted by the interpreter. For example, an interpreter who is offered and accepts a half-time position is required to accept all assignments consistent with their half-time commitment.

In consideration for the commitment set forth above, the Court agrees to provide proportionate holiday and jury duty pay. For example, an employee who is a .5 FTE would get a ½- day holiday pay.

"F" Status

All employee interpreters not holding a full-time or regular part-time position with the Court shall be "F" status employees.

2. Probation

All newly hired regular status full-time employees shall serve an initial 12-month probationary period. Newly hired employees who work other than a full-time basis shall serve a probationary period of 2080 hours or 24 months, whichever comes first.

3. Miscellaneous

It is understood that "A" status and "C" status employees are required to work consistent with their assignment.

Further, it is understood that the number of employees in any status under this Agreement is subject to the needs of the Court and may be changed at the discretion of the Court.

ARTICLE 17 SENIORITY

Seniority shall be measured as stated below and used for the purpose of layoff (as set forth in Art. 32), assignment (as set forth in Art. 18) and vacation preference (within building location and as set forth in Art. 27), and others as/if agreed to.

For those bargaining unit members who were hired by the Court as pro tempore employees on or before June 30, 2005, seniority shall be measured from the date the interpreter was first engaged by the home court as an independent contractor or pro tempore, whichever came first.

For those bargaining unit members who were hired as pro tempore employees after June 30, 2005, seniority shall be measured from the date they were first hired by the home Court.

An interpreter who resigns in good standing is eligible for reinstatement within two years following the date of resignation, upon written request and the approval of the Executive Officer/Clerk. An interpreter who is reinstated shall be placed on the seniority list according to his/her seniority by deducting from their original entry date the number of months absent from Superior Court service. Benefits shall be equal to those of a new employee.

An employee who moves from a regular status position to an as-needed position and subsequently returns to a regular status position, shall be returned to the seniority list by deducting the number of months spent in the as needed position from their original seniority date.

Employment of an interpreter in other than their home Court shall not be considered for purposes of seniority ranking. The Court shall prepare a master seniority list within 30 days of ratification of this Agreement. If an employee, or the Union, disputes a seniority date, the employee, or Union, must do so within 14 calendar days of the date the Court provides the list to the Union or waive their right to challenge placement on the list.

ARTICLE 18 INTERPRETER ASSIGNMENTS

Section 1: Definitions

- (1) **Regular Assignment**
A regular assignment is an assignment made to a specific courthouse or location for a continuous and indefinite period, with no scheduled end date.
- (2) **Floater Assignment**
A floater assignment is an assignment that is full-time and not a regular assignment. The location of the work to be performed may vary from day-to-day and may include multiple locations throughout the working day.
- (3) **As Needed Assignment**
An as-needed assignment is a part-time assignment that is dependent upon the needs of the Court.
- (4) **Reassignment**
Reassignment is the involuntary removal of a regularly assigned interpreter from their assignment.
- (5) **Redeployment**
Redeployment is the temporary displacement of an interpreter with a regular assignment. Such assignments are usually one day or less and are based upon the needs of the Court.

Section 2: Regular Assignments

The Interpreter Assignment Office may assign an interpreter to a particular location for an unspecified period of service. Such an assignment is not an entitlement and is subject to change and/or redeployment as provided herein.

Interpreters shall not contact, nor request any other person to contact on their behalf, any bench officer for the purpose of soliciting an assignment. No interpreter shall contact any bench officer on behalf of another interpreter for the purpose of soliciting an assignment.

In the event that there is an opening for a regular assignment, which the Court determines there is a need to fill, such assignment shall be filled based upon seniority.

Section 3: Reassignment

Reassignments shall be based upon the needs of the Court. Reassignments shall not be considered as part of the progressive discipline process and are not disciplinary.

Section 4: Floater assignments

The Court will make reasonable efforts to assign floaters on the basis of the following criteria: seniority, location and duration of assignment. Interpreters assigned to floater positions may provide the Interpreter Assignment Office with a list of preferred courthouses and/or preferred geographic areas for consideration.

Section 5: As needed interpreters

As needed interpreters will be placed on a "call as-needed" list for daily assignments. For purposes of assignments, the Court will make reasonable efforts to contact as-needed interpreters on the basis of seniority. Consideration as to reasonable efforts shall include but not necessarily be limited to time constraints, geographic location, and/or multi-language needs when an interpreter is certified/registered in more than one language. When the Court telephones an interpreter, if it is not able to speak directly with the interpreter and the telephone call from the Interpreter Assignment Office is made before noon for the next business day, the Court will allow up to one hour for the interpreter to return the call. If the employee rejects the offer or does not return the call within the one-hour limit, the Court may contact the next interpreter on the seniority list. The Court will use the most current telephone number provided by the interpreter.

Except for extraordinary circumstances, the Court will not contact 100-day independent contractors for assignments until it has contacted or attempted to contact all of the as-needed employees in that language pair. It is recognized by the parties that extraordinary circumstances include, but are not necessarily limited to, time constraints for same day assignments.

The Los Angeles Superior Court will telephone groups of ten Spanish interpreters, starting with the most senior. Each group of ten will be given one hour to respond. The first interpreter, among the ten, who accepts the assignment, shall be given the assignment. The next group of ten will be telephoned once all interpreters in the preceding group have telephoned back or the one hour has expired.

"A" item (full-time regular status) Court Interpreters may request to work a part-time work schedule for a specified period of time. Approval is subject to management discretion and may result in a change in assignment and employment status.

Section 6: Judicial Officers

The final assignment decision rests with the judicial officer(s).

ARTICLE 19 CROSS ASSIGNMENT PROCEDURES

Definitions

(1) Home court

"Home court" means the Superior Court in which the court interpreter is an employee. An employee's home court includes all locations of a Superior Court within a county.

(2) Away court

"Away court" means the Superior Court in which the court interpreter is temporarily cross-assigned.

(3) Cross assignment

"Cross assignment" means any assignment to perform spoken language interpretation for a

Superior Court other than the interpreter's home court where the interpreter actually travels outside of their home court to an away court.

(4) Regional court interpreter coordinator

"Regional court interpreter coordinator" means an employee of the Administrative Office of the Courts whose duty it is to locate, assign, and schedule available court interpreter employees for courts within and across regions, which are described under Government Code section 71807(a).

(5) Local court interpreter coordinator

"Local court interpreter coordinator" means an employee of a Superior Court whose duty is to locate, assign, and schedule available court interpreter employees for his or her court.

This article covers cross assignments within Region 1 of court interpreters who are employees of trial courts within Region 1. Cross assignments shall be strictly voluntary and shall be addressed on a case-by-case basis by affected interpreters and trial courts.

Cross-assignments shall be strictly optional for employees in any status under this Agreement. Trial Courts may create in the future new employee positions that may require that the interpreter accept certain defined cross assignments. The terms and conditions of any such positions proposed by the trial courts will be subject to meet and confer.

Section 1 – Eligibility

A court interpreter employed by a trial court may not be an employee of or contract to perform interpreting services with another California trial court but may accept cross-assignments to provide services to more than one trial court within Region 1 or outside the region through this cross assignment process.

Opportunities to work in any California trial court may be offered to interpreters employed by trial courts in Region 1. Interpreters may accept or reject cross assignments on a case-by-case basis in accordance with the provisions of this Memorandum of Understanding. As provided for under this Memorandum of Understanding, employees may accept regular long-term assignments in away courts.

Section 2 - Notification of General Availability And Lists

Court interpreters who wish to make themselves available for cross assignment shall notify the local court interpreter coordinator in their home court and may notify the appropriate regional court interpreter coordinator indicating the counties from which the interpreter wishes to receive cross-assignment offers. Such list shall be available to the Union upon written request. Interpreters may also notify interpreter coordinators of the away courts in which they are available to work.

The trial court interpreter coordinators shall maintain records of cross-assignments made to interpreters and provide such records to the Union upon written request.

Section 3 - Scheduling Cross-Assignments

The home court will have the first right of assignment for employees. Employees may accept an offer of cross-assignment only when the home court does not need the employee on the day in

question.

For single day cross-assignments, if the Court declines to allow an employee to accept a cross assignment, it shall provide the employee with the equal amount of work or pay.

In the event of a multi day cross-assignment offer, if the home court needs the employee for a portion of the cross- assignment, approval of the cross-assignment shall be contingent upon the employee being required to work the day(s) necessary in the home court. The home court will respond to the request for approval of a multi-day assignment within two business days.

Once an employee accepts a cross-assignment, the home court may only cancel it in the event of an emergency. In the event that the Court cancels the cross-assignment, the employee shall receive an amount of work equal to the cross assignment or an amount of pay equivalent to the number of hours for the cross assignment multiplied by the hourly rate set forth in this Agreement.

Section 4 - Payment Schedule and Procedures for Cross-Assignment

The trial court shall pay, promptly, all reasonable expenses incurred by the employee that are documented and consistent with the Court travel expense policies. Employees who accept a cross-assignment shall be compensated for reasonable travel time in excess of one hour per assignment. Compensation for travel time on cross-assignment shall also be consistent with Court policy.

An employee who accepts a cross-assignment shall receive compensation not less than that provided for in this Memorandum of Understanding and Region One Policy.

Section 5- Cross-Assignment Procedures and Grievances

Interpreters on cross-assignment are responsible for following the procedures and personnel rules of the home court. Employee complaints and grievances regarding matters arising in the away court may be brought to the attention of the employee's supervisor and may be resolved subject to the terms of this Memorandum of Understanding.

ARTICLE 20 WORK WEEK AND WORK HOURS

This article is intended to describe the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Regular hours of work each day shall be eight hours. Regular hours per week shall be 40 hours. The normal workweek shall consist of five consecutive days -- Monday through Friday -- followed by two consecutive days off, inclusive.

The schedule of working hours for employees will be set by the Executive Officer/Clerk after consultation with the appropriate Superior Court Supervising Judge or Management.

ARTICLE 21 SALARY AND OTHER COMPENSATION

- A. Effective upon ratification, "A", "C" and "F" status employees assigned to a full day assignment shall be paid an hourly rate of \$33.13 which, for "A" status employees, represents an annual salary of \$68,900.

Effective July 12, 2006, the pay rate increased to \$33.96 per hour.

Effective August 16, 2007, the pay rate increased to \$35.32 per hour.

- B. Effective upon ratification, "C" and "F" status employees who are given and work only a half-day assignment, shall be paid at the hourly rate of \$36.75 and shall be guaranteed not less than four hours per one half-day assignment. A morning half-day assignment is any portion of a consecutive four-hour period beginning no earlier than 8:00 a.m. and ending by 12:15 p.m.; an afternoon session is any portion of a consecutive four-hour period beginning no earlier than 1:00 p.m. and ending by 5:15 p.m.

Effective July 12, 2006, the pay rate under this section increased to \$37.67 per hour. Moreover, employees assigned to interpret to more than two courthouses in a session will be paid \$41.00 per hour. To be eligible for this premium, the changes in courthouse assignments shall reasonably require the interpreter to travel by auto and at least one of the assignments must be to a courthouse in a different District.

Effective August 16, 2007, the pay rate under this section increased to \$39.17 per hour.

"C" and "F" status employees with a morning only assignment when that assignment goes past 12:15 p.m. will be eligible for the afternoon four-hour guarantee only if the interpreter agrees to be available for assignment by the Court for the remainder of the afternoon.

"C" and "F" status employees with a night court only assignment shall be paid at the hourly rate of \$36.75 and shall be guaranteed not less than four hours of pay per assignment. If the employee has worked either a morning or afternoon assignment, they shall be paid the actual hours worked for the night court assignment.

- C. The Agreement shall expire on June 30, 2012.
- D. Employees who are required to travel between courthouses in the same day shall be reimbursed mileage and parking fees pursuant to the Court's policy.
- E. "A" status employees who are assigned by interpreter assignment office to perform interpreter services in more than one language on the same day, where the employee is certified in both languages, shall receive a 10 percent salary bonus for that day.

Section 1

The parties agree that court interpreters will not be required to perform their duties in such a manner that would require them to violate the Judicial Council's rules for professional conduct for interpreters (Currently Rule 984.4). An interpreter may not be disciplined for informing the Judicial Officer, in an appropriate manner, of conditions that impede their ability to perform complete and accurate interpretation or sight translation. The parties agree that if the Judicial Officer directs the interpreter to interpret notwithstanding the impediment, the interpreter shall comply with the Judicial Officer's direction and complete the assignment to the best of his/her ability under the circumstances.

Section 2 – Team Interpreting

The Court recognizes that interpreter assignments can vary in the demands made upon the physical and mental stamina of interpreters and that an interpreter may need to advise the Judicial Officer that he/she is fatigued and needs a break.

To the extent team interpreting is appropriate, upon request, the Court will make reasonable efforts to provide a second interpreter.

The Court acknowledges that team interpreting is appropriate under the following circumstances:

- (1) for evidentiary hearings that require simultaneous interpreting and are expected to last more than 35 minutes;
- (2) or whenever an interpreter is required to perform consecutive interpretation for one hour or more.

Section 3 – Pre-appearance Interviews, Review of Documents and Preparation Time

Consistent with Rules of Court Appendix, Section 18, the Court recognizes the importance of pre-appearance interviews and the right of an interpreter to request such an interview.

The Court recognizes the value, where appropriate, of interpreters reviewing documents to familiarize themselves with terminology and context before interpreting a case. The Court recognizes the right of interpreters to request to do so.

Section 4 – Sight Translations and Recorded Foreign Language Media

Interpreters shall perform sight translations of documents consistent with the needs of the Court.

Interpreters shall not be required to perform any task that would require the interpreter to provide legal advice or to advise defendants as to their choices in completing forms.

The Court acknowledges that simultaneous interpretation of foreign language audio/visual material may be especially challenging and recognizes the right of the interpreter to request a

review of such material in advance and to advise the Judicial Officer of any problems associated with that simultaneous interpretation.

Section 5 – Interpreting for both prosecution and defense

In all proceedings in which interpreters are required for both the prosecution and defense, the Court will make reasonable efforts to provide separate interpreters to each party.

ARTICLE 23 PROFESSIONAL DEVELOPMENT

Continuing Education

The parties recognize the importance of continuing education of employees within the unit in order to maintain a stable, highly qualified workforce in the delivery of interpreter services.

Education and Training Opportunities

The Court will make reasonable efforts to make available/sponsor up to six hours per calendar year of continuing education and training for regular status bargaining unit employees at no cost to the employee.

Leaves of Absence

Management shall grant paid time off of up to 8 hours per year to attend any seminar or conference approved for CIMCE credits or other education programs approved by Management.

ARTICLE 24 PAYDAY

Employees in the Unit shall be paid on the same dates and in the same manner as all other Court employees. The Union and unit employees shall be given advance notice of any changes in the payday schedule.

ARTICLE 25 EMPLOYEE PAYCHECK ERRORS

Underpayments. Los Angeles

1. If an underpayment of \$100.00 or more occurs in an employee's paycheck as a result of a Court or LA County Auditor Controller error or omission, a paycheck correction may be requested. Such request must be made to the Interpreter Services Payroll unit within two business days after receipt of the warrant. Otherwise the correction shall be made in the next regularly issued warrant, paycheck or direct deposit.
2. The Regional/County Auditor-Controller will issue a corrected or supplemental warrant within three business days after receiving the request from the Manager or his/her designated representative.

3. Changes in salary resulting from step advances or changes in status are excluded from amounts that constitute paycheck errors for purposes of this Article.

Underpayments. Santa Barbara

1. If an underpayment of \$100.00 or more occurs in an employee's paycheck as a result of a Court error or omission, a paycheck correction may be requested. Such request must be made to the Court's Human Resources Office within two business days after receipt of the warrant. Otherwise the correction shall be made in the next regularly issued warrant, paycheck or direct deposit.
2. The Court will issue a corrected or supplemental warrant within three business days after receiving the request from the Human Resources Manager or his/her designated representative.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts that constitute paycheck errors for purposes of this Article.

Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net monthly pay will be subject to a mutually acceptable repayment schedule established by the employee and the Management.

Such recovery shall not exceed 5% per month of the disposable earnings (as defined by State Law), except, however that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 26 EMPLOYEE BENEFITS

Section 1 – General Statement

It is the intent of the parties to provide to "A" status interpreter employees the same package of benefits that are provided to other "A" status employees of the Court, except that they shall not be eligible for the bi-lingual bonus available to other "A" status employees.

It is the intent of the parties to provide to "C" status interpreter employees the same package of benefits that are provided to other "C" status employees, except that they shall not be eligible for the bi-lingual bonus available to other "C" status employees and consistent with the language in Article 16, "C" status interpreter employees shall receive proportionate holiday and jury duty pay.

It is the intent of the parties to provide to "F" status interpreter employees, the same package of benefits that are provided to other "F" status employees, except that they shall not be eligible for the bi-lingual bonus available to other "F" status employees.

Section 2

"A" status employees shall receive the "Choices" benefit package available to other represented employees of the court including, but not limited to employer paid health, dental, vision, life and disability insurance. "A" status employees shall be entitled to participate in the Los Angeles County Employees Retirement Association Plan to the same extent as other "A" status employees.

Section 3 – Holidays

"A" status employees shall receive paid holidays consistent with other represented employees of the court. Those holidays shall be the Judicial holidays designated by the Judicial Council of California, as set forth in California Code of Civil Procedure Section 135.

"C" status employees shall receive paid holidays, designated by the Judicial Council of California, as set forth in California Code of Civil Procedure Section 135 on a proportionate basis.

"F" status employees shall receive "special paid leave" consistent with LA County Code Section 6.12.060, which provides for "special paid leave" for "F" status employees.

Section 4 – Retirement Buy Back

To the extent permitted by law and the provisions of the Retirement Plan, employees may purchase pension plan benefits for past years of service as an independent contractor.

ARTICLE 27 SICK LEAVE AND VACATION SCHEDULING

Vacation approval is contingent upon adequate staffing. To be effective, vacation approval shall be in writing.

The vacation period for each year shall be May 1 through April 30. Vacation slots for the year shall be selected by seniority within the courthouse where the individual is regularly assigned ("A" status and "C" status) during a selection period between January 2 through the last day of February. The Court will endeavor to respond by March 31.

Priority for vacation for "A" status and "C" status floaters shall be determined within the floater pool by seniority.

Ties in seniority shall be determined by lot. Seniority for this section shall be as defined in Article 17.

For purposes of vacation slots, at its discretion, the Court may combine courthouses with two or fewer "A" status regularly assigned interpreters in the same language. For purposes of this article, the Court may combine all non-regularly assigned "A" status interpreters in the same language for purposes of vacation slots.

Vacation requests submitted outside the vacation scheduling period may be granted at

management discretion based on the needs of the Court. If granted, they will be approved based on a first come first served basis.

An employee may be paid a vacation advance consistent with Los Angeles County Code Section 6.24.030.

An employee who terminates employment is entitled to receive payment for all accrued unused benefit time to which they are entitled consistent with the pertinent provisions of the Los Angeles County Code.

ARTICLE 28 LEAVES OF ABSENCE

Section 1 - Family Medical Leave

"A" and "C" status employees shall be eligible for FMLA leave consistent with the Region's policy for FMLA. The policy regarding FMLA shall be consistent with state and federal law. At the employee's option, sick leave or vacation leave may be taken in conjunction with FMLA leave.

Section 2 - Bereavement Leave

"A" status employees are authorized up to three (3) days of paid bereavement leave (or five days when traveling a minimum of 500 miles one-way) when compelled to be absent due to the death of their father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, domestic partner, child, stepchild, grandfather, grandmother, grandchild. Bereavement leave need not be taken on consecutive days. Employees seeking the additional travel leave must submit adequate proof of travel. Within two weeks of return to work, the employee must submit verification of death such as a newspaper obituary notice or other evidence of death.

Section 3 - Jury Duty

"A" and "C" status employees shall be entitled to paid leave (pro-rated for "C" status) for purpose of jury duty. Any employee who receives a summons for jury duty shall notify promptly the Manager of Interpreter Services, or his designee, of the need for leave. If the employee is on telephone standby, they shall notify the Interpreter Assignment Office the night before of their status for the following day. When the employee is released from jury service the employee shall notify promptly the Manager of Interpreter Services or his designee. The employee must submit written verification of their jury service.

Section 4 - Witness Leave

"A" status employees required to be absent from work by a subpoena properly issued by a Court or commission legally empowered to subpoena witnesses, which subpoena compels his/her presence as a witness (except as a party or as a voluntary and/or paid expert witness) shall be entitled to the time necessary to be absent from work at his/her regular straight time pay to comply with such subpoena, provided he/she submits a copy of the subpoena to management prior to service. Employees who receive a subpoena shall promptly notify the

Manager of Interpreter Services of their need for leave. In order to receive paid leave, the employee must deposit witness fees with the Court.

Section 5 - Employee Organization Leave

One unit employee at a time, either "A" status or "C" status, at the request of the Union, may apply for an unpaid leave of absence up to six months without loss of seniority for the purpose of conducting Union business. The request shall be in writing made to the Court Executive Officer or designees and shall be discretionary based upon the needs of the Court.

Section 6 - Medical Leave

"A" and "C" status employees who have exhausted all of their accrued sick leave and vacation may be granted leave without pay or benefits for the purpose of recovery from a prolonged illness or injury. Such employee must provide medical certification of the need for the leave and must submit the request for the leave in writing to the Manager of Interpreter Services or his designee. The Court may periodically review the need for the leave and the Court's ability to continue to grant the leave.

Section 7 - Unpaid Leave of Absence

For all "A" and "C" status employees, leaves of absence from regular duty without pay, except sick leave as certified by a physician, must be made in writing to the Court Executive Officer or designee and approved in writing by the Court Executive Officer or designee. The Court agrees to make reasonable effort to grant such leave requests based upon the needs of the Court, however such leaves are discretionary in nature. This Section 7 shall not be subject to the grievance procedure.

ARTICLE 29 EMPLOYEE PARKING

Management and the Union recognize the obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV.

The Court will continue to make reasonable effort to provide adequate free parking facilities for court employees who regularly find it necessary to use their own vehicle for transportation to their location.

ARTICLE 30 HEALTH AND SAFETY

Management will provide and maintain a safe and healthy place of employment.

Employees should report to the manager of Interpreter Services any hazardous or unsafe practices, equipment and/or conditions of which they are aware.

The Court shall offer free annual tuberculosis tests available through the County Health Department to any interpreter who believes he/she may have been exposed to TB at work.

The Court shall make available information to help educate interpreters on issues concerning communicable diseases and safety measures for working with prisoners and psychiatric patients.

The Court shall make electronic equipment available at each facility to interpret for prisoners known to the Court to have communicable diseases and such disease is reasonably known to have an airborne transmission. If the Court is aware that a prisoner has such communicable disease, it shall notify the interpreter.

ARTICLE 31 OFFICE SPACE AND SUPPLIES

The Court shall provide supplies to bargaining unit employees reasonably necessary to perform their duties. The Court will make reasonable efforts to provide workspace for unit employees at each facility.

The Court will provide an area for breaks and lunch. The Court will make a reasonable effort to provide a secure place for employees' personal belongings.

ARTICLE 32 LAYOFF AND REDUCTION IN STATUS

A. General

The Court may release an employee when a reduction in force for organizational necessity is to be implemented. Organizational necessity shall include but not necessarily be limited to lack of work or lack of funds. In a reduction in force, independent contractors shall not be used to replace or eliminate bargaining unit employees.

B. Procedures

1. Probationary Employees
No full-time or part-time employees shall be laid off due to a reduction in force until all probationary employees have been released.
2. Full-time Employees
Once the scope of the reduction in force is determined, a layoff list shall be established for full-time employees by language. Employees will be released based upon inverse order of seniority as defined in Article 20. A regular full-time employee who is subject to layoff shall, based upon seniority within the group to be laid off, be entitled to bump any part-time employee in the same language.
3. Part-time Employees
Once the scope of the reduction in force is determined, a layoff list shall be established for part-time employees by language. Employees will be released based upon inverse order of seniority as defined in Article 20. Bumping of part time

employees by full-time employees shall be based upon the seniority of the part-time employee compared with the seniority of other part-time employees in the same language.

C. Exception to the Order of Layoff

Employees upon whom a major discipline (suspension of more than five days) has been imposed and sustained shall be the first employees laid off in each category after probationary employees. In the event that the major discipline was imposed more than 24 months prior to the layoff and the employee has had no other discipline during that twenty four month period, the major discipline shall not be considered as part of the layoff process.

For Los Angeles Superior Court, exceptions to the order of layoff are permitted when such exceptions are in the best interest of the Court as defined in the Lay Off Policy of Los Angeles Superior Court, paragraph 4.1.1.

D. Reemployment List

Employees released shall be placed on a reemployment list in order of seniority. Full-time employees, who have, due to a reduction in force, been laid off or bumped to a part-time position, shall have priority for vacant full-time positions based upon seniority. Part-time employees, who have, due to a reduction in force, been laid off, shall have priority based upon seniority for vacant part-time positions. The names of employees laid off or bumped due to a reduction in force shall remain on the reemployment list for 12 months.

ARTICLE 33 PERFORMANCE EVALUATION

It is the intent of the Court to provide performance evaluations of the bargaining unit employees. All aspects of the performance review process shall be subject to meet and confer prior to its implementation.

ARTICLE 34 COURT RULES AND POLICY CHANGES

All proposed amendments to local policies that pertain to Interpreters and are within the scope of meet and confer and all proposed amendments to the Region One Personnel Policies for Court Interpreters, shall be reduced to written form and distributed by Management to the Union. Representatives of the Court and the Union shall meet and confer regarding the proposed change prior to its adoption.

ARTICLE 35 PERSONNEL FILES

An employee, or his/her Union representative with the written consent of the employee, may

inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time the employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or Court Management regarding his/her work performance or conduct if such statement is to be placed in the employee's personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed but does not necessarily indicate agreement with its content. The employee is entitled to a copy of any material that he/she is required to sign. If the employee refuses to sign, the supervisor shall note said refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the Grievance Procedure.

Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve a violation of specific provisions of this Agreement. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document will not be placed in the official file until the grievance appeal rights have been exhausted.

An employee shall have the right to respond in writing to any derogatory material placed in his/her personnel file. Such written response shall be maintained in the personnel file, together with the related derogatory material.

Management agrees that no properly used full-paid sick leave, personal leave or vacation used in the twelve months immediately prior to a Performance Evaluation will be negatively referenced on such form.

An employee of this Unit may request and have any written warnings and/or reprimands issued more than two years prior removed from his/her personnel file, except as such may be part of an official permanent record (e.g. arbitration, EEOC or PERB hearing records).

ARTICLE 36 EMPLOYEE LISTS AND INFORMATION

CFI-TNG/CWA Local 39521 may request from the Region an alphabetized listing, by county, of the names of all employees within this Unit. An employee list may be requested up to four times per year and shall be provided within 30 days of such request.

Management shall make reasonable efforts to provide employee lists in the electronic format specified by CFI-TNG/CWA Local 39521.

ARTICLE 37 STEWARDS

Section 1

Management recognizes that Local 39521 Stewards are the official on-site representatives of the Union.

Section 2

The Union shall select a reasonable number of stewards, and notify the Courts in writing as to who has been designated as a steward January of every year. Any change in stewards shall be communicated in writing to the Courts in a timely fashion. On occasion and depending upon the circumstances, the Union may designate an ad-hoc steward, not currently on the steward list, for a grievance meeting with prior written notice to the court. The Union may also request a postponement of a grievance meeting if necessary to ensure appropriate representation for an employee.

Stewards, who are regular A status employees, may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. Stewards, before leaving their work location to transact such investigations or processing, shall first obtain permission from the Manager of Interpreter Services or his/her designee and inform him/her of the nature of the business. If permission cannot be granted at the requested time, an alternative time will be agreed upon. The parties hereto agree that each will cooperate with the other in keeping reasonable the actual time spent by a union steward in investigating, presenting, and adjusting grievances and disputes.

Any non-steward representative shall not be provided Court time to meet with management to discuss a grievance but instead must use their own time for any such meetings. The presence of a shop steward in a meeting with management does not preclude the Union from providing a Union staff representative from also being present at the meeting.

Section 3

The Region will provide reasonable release time without loss of pay for up to five unit employees when formally meeting and conferring with the region's negotiating committee for the purpose of meeting and conferring for a labor agreement or successor labor agreement. For all other meet and confer sessions, up to three unit employees will be released.

Section 4

Any time spent performing the functions of a steward outside of the normal business day or any time spent on a day when a steward is not otherwise scheduled to work, shall not be compensated by the Court.

ARTICLE 38 UNION ACCESS

Union representative access to non-public areas requires the permission of the Manager of

Interpreter Services, which shall not be unreasonably withheld. The Union agrees that its representatives will not interfere with the operations of the Court.

ARTICLE 39 BULLETIN BOARDS

Management will furnish adequate bulletin board space at each facility where members of this Unit are assigned. In the alternative the Union may, at its cost, provide a bulletin board of approximately 2 feet by 3 feet for use in the interpreters' designated waiting areas where such designated waiting area exists. Installation must be coordinated with local Court management.

The bulletin boards shall be used for the following subjects:

- A. Union recreational, social and related Union news bulletins;
- B. Scheduled Union meetings;
- C. Information concerning Union elections or the results thereof;
- D. Reports of official business of the Union, including Union reports of committees or the Board of Directors.

ARTICLE 40 SUBCONTRACTING

The Court may subcontract unit work consistent with the rights and limitations set forth in Government Code Section 71802. The Court agrees that it will not use Section 71802 (b) for the purpose of reducing costs or overtime

ARTICLE 41 NO STRIKE/NO LOCKOUT

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the Court.

ARTICLE 42 JOINT LABOR/MANAGEMENT COMMITTEE

Section 1

It is the intention of the parties to establish a Region-wide Joint Labor/Management Committee on court interpreter issues to provide a forum for Labor and Management to jointly discuss issues of concern to the Court and employees in the unit. These issues shall be limited to matters within the scope of representation.

Section 2

The Joint Labor/Management Committee on court interpreter issues shall consist of three

management representatives designated by the Regional Chair(s) and three labor representatives (employees or professional representatives) designated by CFI.

Section 3

During the term of this Agreement, the Joint Labor/Management Committee on interpreting issues shall meet at least twice annually, upon written request by either party (such request shall include a proposed agenda). Upon mutual agreement, the parties may meet more often than twice per year.

Side Letter Agreement Regarding the Benefits for Bargaining Unit Members Working in the Superior Court of California, County of Santa Barbara

Bargaining unit members who are employed by the Santa Barbara Superior Court shall be entitled to Vacation, Sick Leave, Retirement and Health Insurance to the same extent as other Santa Barbara Superior Court employees.

Vacation

I. Vacation Accrual

Regular employees earn vacation accrual for each hour in paid status, excluding overtime, in accordance with the table below:

Continuous Service	Court/County	Hourly/Annual Accrual	Maximum Allowable Accrual
0-2 yrs.	(0-24 mo.)	.0463 hrs./96 hrs.	288 hrs.
3-4 yrs.	(25-48 mo.)	.0616 hrs./128 hrs.	288 hrs.
5-10 yrs.	(49-120 mo.)	.0731 hrs./152 hrs.	360 hrs.
11-14 yrs.	(121-168 mo.)	.0847 hrs./176 hrs.	390 hrs.
15+ yrs.	(169+ mo.)	.0962 hrs./200 hrs.	420 hrs.

Each eligible employee may accrue vacation up to the maximum allowable accruals listed above. Once the employee reaches the cap, he or she will cease to accrue vacation time until the employee uses sufficient vacation to bring the total remaining accrual below the cap. At that point the employee will once again begin accruing vacation at the normal rate until the cap is reached.

II. Vacation Scheduling

A. Vacation is scheduled at the sole discretion of the department and the employee's immediate supervisor; who also have sole discretion to decide between competing vacation requests. It is the Court's goal to grant properly submitted vacation requests whenever possible provided that they do not interfere with the operation of the Court. However, there may be times due to special circumstances when an employee's previously scheduled vacation time will need to be adjusted or cancelled.

B. Employee vacation requests:

1. Employees are not eligible to take vacation until after completion of at least six

(6) months of court employment.

2. Vacation usage cannot exceed the accrued vacation balance reported at the end of the pay period immediately preceding the dates that the vacation will be used.
3. Prior commitment of monies may not be considered when the department or the employee's immediate supervisor is determining whether to grant or deny the vacation request.
4. The 'open request periods' for vacation requests for each calendar year shall be the months of April and October of the preceding calendar year. During the 'open request periods' each employee will be allowed to submit his or her requests for vacation time off for next calendar year. At the close of the "open request periods," all vacation requests received will be reviewed. Approvals, denials, or requests for date changes will then be provided to the requesting employee within twenty-one (21) days following the "open request period."
5. Vacation requests may be submitted subsequent to the "open request periods." However, these requests will not have priority over any previously granted vacation requests if there are conflicting requests that will affect the court's ability to operate effectively. Requests submitted between the "open request periods" should be made as far in advance of the requested dates as possible.

III. Vacation Conversion

Employees with more than five years of continuous service may -- no more frequently than once every 12 months, and at the sole discretion of the Court Executive Officer -- request pay for up to forty hours of accrued vacation in lieu of time off. Vacation conversion will not be considered unless the employee would still have an accrued vacation balance of at least forty hours after the conversion. Such vacation conversion shall be at the employee's hourly rate in effect at the time of the payment.

Sick Leave

I. Sick Leave

Regular employees who are too ill to be at work may request to use accumulated sick leave, or for certain other limited purposes as set forth herein. Sick leave is a benefit provided to employees and may only be used as authorized.

II. Accrual

Regular full-time employees who accrue 12 sick days each year (or 96 hours), accrued at the rate of .0462 hours for each hour in paid status, excluding overtime, prorated for part-time regular employees. Sick leave is accumulated from year to year with no maximum. An employee cannot cash out unused sick leave at the time of separation from Court Service.

III. Authorized Uses of Sick Leave

- A. Accrued sick leave must be used for any absence by a regular employee because of his or her own illness.

- B. A regular employee may take a maximum total of up to six days (48 hours) of the employee's accrued sick leave per calendar year to care for a child, parent, spouse, or domestic partner who is ill.
- C. A regular employee must use accrued sick leave (and/or accrued vacation) during any period of the employee's own approved pregnancy disability leave.
- D. A regular employee must use accrued sick leave (and/or accrued vacation) during any approved special leave of absence for that employee.
- E. A regular employee may take up to five days (40 hours) accrued sick leave per calendar year if there is a death in his/her immediate family (husband, wife, parent, brother, sister, child, grandparent, grandchild, parent-in-law, domestic partner, domestic partner's child).
- F. A regular employee may use accrued sick leave to attend pre-scheduled medical or dental appointments, provided the employee obtained advance approval from his or her supervisor to attend such appointment.
- G. Under no circumstances is sick leave to be used as a means to take vacation. Sick leave may not be used when the employee is otherwise in unpaid status. Nor may sick leave be used on a date and at a time when the employee had previously been granted time off using vacation or other accruals, without the express approval of the employee's supervisor.

IV. Approval of Sick Leave

- A. Employees must directly give their immediate supervisor or designee as much advance notice as possible prior to the start of their work day of the need for the use of sick leave. Notification shall include the general reason and possible duration of the absence.
- B. The Court may require evidence in the form of a physician's certificate, or otherwise, of the need for the employee's absence during the time for which sick leave was requested or taken. Such verification may be required, but this verification requirement will not be imposed arbitrarily or capriciously.

V. State Disability Insurance (SDI)

- A. All employees eligible for SDI benefits shall use their available sick leave credits to supplement their SDI benefits so that the sum of the SDI benefits and sick leave credits used equals 80% of their gross salary.
- B. All employees eligible for SDI benefits may apply with the State of California for approval as soon as possible following the date of their eligibility for SDI benefits. Current eligibility begins on the eighth consecutive calendar day of an extended illness or injury. An employee must apply for SDI when illness or injury causes him/her to miss work for more than twelve consecutive calendar days.
- C. When an employee has used all available sick leave credits, (s)he must use any

available comp time and/or holiday credits first and vacation second to supplement their SDI benefits up to 80% of gross salary.

Retirement

Bargaining unit members employed by Santa Barbara Superior Court shall be eligible to participate in the Santa Barbara County Employees' Retirement System to the same extent as other Santa Barbara County Superior Court employees.

Medical, Dental & Vision Care

Bargaining unit members employed by Santa Barbara Superior Court shall be eligible to participate in the Santa Barbara County Employees' Health Dental and Vision Care Plan to the same extent as other Santa Barbara County Superior Court employees.

Side Letter Agreement Regarding Benefits for Bargaining Unit Members Working in the Superior Court of California, County of San Luis Obispo

Bargaining unit members who are employed by the San Luis Obispo Superior Court shall receive fringe benefits at the same level (including minimum, maximum, co-pay and CAP(s) where applicable) as those San Luis Obispo Court Employees who are represented by SEIU (Technical Unit 18) including but not necessarily limited to: Vacation, Sick Leave, Retirement, Holidays, FMLA, Bereavement leave, Jury duty leave, witness leave, medical leave, compensatory time, unpaid leave of absence, other leaves, health insurance and any other benefits. Set forth below is a summary of certain benefits provided to the SEIU Technical Unit 18. To the extent that benefits provided to SEIU Technical Unit 18 are not described herein and/or are modified during the term of this MOU, it is the intent of the parties that the Court provide the same benefits to bargaining unit interpreters as it provides to SEIU Technical Unit 18.

Sick Leave Accrual

Regular employees who are too ill to be at work may request to use accumulated sick leave and for certain other limited purposes as set forth herein. Sick leave is a benefit provided to employees and may only be used as authorized.

- A. All regular full-time employees shall accrue sick leave at the rate of 3.69 hours for each pay period of service. Accrual of sick leave shall be limited to two hundred sixty (260) working days. Accrual for eligible part-time employees shall be prorated accordingly.
- B. For purposes of benefit accrual, service shall be defined as all paid work time and all paid leave time.
- C. Unless otherwise required by law, computing of sick leave shall be based on a one-half hour minimum.

Sick Leave Use

Sick leave with pay shall only be granted upon approval in cases of bona fide illness or disability, including disability resulting from pregnancy or, in the event of illness or death of a

relative. The Court may require an employee to provide verification from a healthcare provider, in the case of sick leave requested for injury or illness in excess of three (3) days. In addition, an employee may be required to provide verification from a health care provider under the following circumstances:

- A. When an employee has a demonstrable pattern of sick leave abuse; or
- B.. When the employee's supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.

Employees may use their accrued sick leave without limitation (and provided it has been approved) for injury, illness, or health care appointments of the employee.

Employees may use their accrued sick leave without limitation (and provided it has been approved) for injury, illness, or health care appointments of the employee's child, parent, spouse or domestic partner.

Employees may use their accrued sick leave (with approval), up to six days per calendar year, for the illness, injury, or health care appointments of a sister, brother, parent-in-law, grandparent, grandchild, the corresponding relative by affinity, or any person residing in the immediate household of the employee at the time of illness.

Sick Leave Payoff

The termination of an employee who has five years or less service with the Court as a permanent employee, shall abrogate all sick leave accumulated to the date of termination and the employee shall not be compensated in any way for such sick leave. Upon the termination of an employee who has more than five years of service with the Court as a permanent employee, such employee shall be entitled to receive payment for one-half of his/her accrued sick leave up to a maximum of 90 days at the employee's rate of pay as of the date of termination. However, in the event of termination by dismissal, the employee shall not be entitled to any payment for any accrued sick leave. Employees laid off because of a reduction in force shall not be entitled to payment for accrued sick leave unless such employee forgoes placement on any recall list that may be established by the Court, or until such time as the employee is removed from any recall list.

Vacation – Vacation Accrual

Regular employees earn vacation accrual for each hour in paid status, excluding overtime, at the following rates: from the start of employment to the completion of the fourth year of service at the rate of six and sixty-seven one hundredths (6.67) hours per month of full-time service; from the start of the fifth year of service to the completion of the ninth year of service at the rate of ten (10) hours per month of full-time service; and, after the completion of the ninth year of service, credit shall be granted at the rate of thirteen and thirty-three one hundredths (13.33) hours per month of full-time service. Employees with previous work experience either with the Court or any other California Superior Court, either before or after the effective dates of the Trial Court Funding Act and the Trial Court Employment Protection and Governance Act, will receive credit for that time served only for purposes of determining their vacation accrual rate when they start employment with the Court. For newly hired employees, commencing with the parties' new MOU, employment with Federal, State, City or County agencies within the County of San Luis Obispo will be included for purposes of determining vacation accrual rates.

- A. The total number of vacation hours which may be accrued is 320 hours. Once an

employee has accrued this maximum, the employee ceases to accrue vacation until he/she uses vacation and drops below the maximum. Accrued, unused vacation will be paid upon termination of employment.

An employee must use his/her personal leave day before using a full day of vacation.

- B. Employees shall accrue vacation for each year of actual full-time service; provided that permanent part-time employees shall earn and use vacation allowances on an hour for hour accrual basis, up to a maximum of forty (40) hours worked in a week.
- C. For purposes of benefit accrual, service shall be defined as all paid work time and all paid leave time.

Vacation Scheduling

Requests for vacation shall be submitted to the employee's immediate supervisor in writing in a reasonable amount of time in advance of the requested date(s), and shall be approved or denied in writing within a reasonable amount of time after submission, not to exceed ten (10) working days from submission in any case. Denial of a request to use accrued vacation shall not be arbitrary or capricious, but rather shall require a finding that approval would disrupt the operations of the Court. Approval, once granted, shall not be subsequently rescinded unless, in the determination of the Court Executive Officer, an unforeseen disruption of court operations would result. In any such case, if the employee incurred actual, unreimburseable costs associated with vacation plans made after the time of the Court's original approval, the Court will reimburse the employee for those costs. The employee must submit documentation in support of the request. Costs incurred by the employee prior to the Court's written approval of the vacation request are not eligible for reimbursement by the Court.

Retirement

Employees shall be eligible to participate in the San Luis Obispo County Employee's Retirement System to the same extent as SEIU represented Technical Employee Unit 18 employees.

Medical, Dental, & Vision Care

Employees shall participate (to the same extent) in other San Luis Obispo Superior Court benefit plans which are available to SEIU represented Technical Employee Unit 18 employees including but not limited to: Health, Dental, Vision, Short Term Disability, Long Term Disability and Life Insurance.

So Agreed,

Gary Blair, Executive Officer/Clerk Superior
Court of California,
County of Santa Barbara,
Co-Chair, Region 1 Court Interpreter
Employment Relations Committee

Silvia Barden,
Chief Negotiator

John A. Clarke, Executive Officer/Clerk
Superior Court of California,
County of Los Angeles
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