

**AGREEMENT BETWEEN**

**THE CALIFORNIA SUPERIOR COURTS OF REGION 2**



**AND**

**CALIFORNIA FEDERATION OF INTERPRETERS  
THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 39521**

**COVERING ALL EMPLOYEES IN THE COURT INTERPRETER UNIT**



**December 16, 2013 through September 30, 2016**

## Table of Contents

<b>ARTICLE 1 – Purpose</b>	. . . . .	<b>1</b>
<b>ARTICLE 2 – Recognition</b>	. . . . .	<b>1</b>
<b>1. General</b>	. . . . .	<b>1</b>
<b>2. Unit Work.</b>	. . . . .	<b>1</b>
<b>3. Non-Unit Work</b>	. . . . .	<b>2</b>
<b>ARTICLE 3 – Implementation</b>	. . . . .	<b>2</b>
<b>ARTICLE 4 – Authorized Agents</b>	. . . . .	<b>2</b>
<b>ARTICLE 5 – Term</b>	. . . . .	<b>2</b>
<b>ARTICLE 6 – Notice of Intent to Terminate and Negotiate Successor Agreement</b>	. . . . .	<b>3</b>
<b>ARTICLE 7 – Non-Discrimination</b>	. . . . .	<b>3</b>
<b>ARTICLE 8 – Discipline and Discharge</b>	. . . . .	<b>3</b>
<b>1. Notice of Discipline/Discharge</b>	. . . . .	<b>4</b>
<b>2. Arbitration to Review of Disciplinary Decisions</b>	. . . . .	<b>4</b>
<b>3. Representation</b>	. . . . .	<b>5</b>
<b>ARTICLE 9 – Grievance Procedure</b>	. . . . .	<b>5</b>
<b>ARTICLE 10 – Grievance Mediation</b>	. . . . .	<b>10</b>
<b>ARTICLE 11 – Expedited Arbitration</b>	. . . . .	<b>10</b>
<b>ARTICLE 12 – Management Rights</b>	. . . . .	<b>11</b>
<b>ARTICLE 13 – Agreement, Modification and Waiver</b>	. . . . .	<b>12</b>
<b>ARTICLE 14 – Severability and Provisions of Law</b>	. . . . .	<b>13</b>
<b>ARTICLE 15 – New Interpreter Training</b>	. . . . .	<b>13</b>
<b>ARTICLE 16 – New Employee Information and Orientation</b>	. . . . .	<b>14</b>
<b>ARTICLE 17 – Status</b>	. . . . .	<b>14</b>
<b>ARTICLE 18 – Seniority</b>	. . . . .	<b>14</b>
<b>ARTICLE 19 – Interpreter Assignments</b>	. . . . .	<b>15</b>
<b>ARTICLE 20 - Cross Assignment Procedures</b>	. . . . .	<b>18</b>
<b>ARTICLE 21 – Hours of Work</b>	. . . . .	<b>22</b>
<b>ARTICLE 22 – Wages and Other Compensation</b>	. . . . .	<b>22</b>

<b>ARTICLE 23 – Benefits</b>	. . . . .	<b>23</b>
<b>A. Vacation</b>	. . . . .	<b>23</b>
<b>B. Sick Leave</b>	. . . . .	<b>23</b>
<b>C. Leaves of Absence</b>	. . . . .	<b>24</b>
<b>D. Health, Vision, Dental and other Insurance Benefits</b>	. . . . .	<b>24</b>
<b>E. Retirement</b>	. . . . .	<b>24</b>
<b>F. Miscellaneous Benefit Eligibility.</b>	. . . . .	<b>25</b>
<b>G. Holidays</b>	. . . . .	<b>25</b>
<b>ARTICLE 24 – Pay Day</b>	. . . . .	<b>26</b>
<b>ARTICLE 25 – Employee Parking and Transit</b>	. . . . .	<b>26</b>
<b>ARTICLE 26 – Professional Conduct, Standards and Conditions</b>	. . . . .	<b>26</b>
<b>ARTICLE 27 – Professional Development and Maintenance of Certification</b>	. . . . .	<b>27</b>
<b>ARTICLE 28 – Joint Labor/Management Committee on                     Issues Affecting the Interpreter Unit</b>	. . . . .	<b>28</b>
<b>ARTICLE 29 – Health and Safety</b>	. . . . .	<b>29</b>
<b>ARTICLE 30 – Office Space and Equipment</b>	. . . . .	<b>29</b>
<b>ARTICLE 31 – Layoffs and Reduction in Status</b>	. . . . .	<b>30</b>
<b>ARTICLE 32 – Performance Evaluation and Job Qualifications</b>	. . . . .	<b>31</b>
<b>ARTICLE 33 – Court Rules and Policy Changes</b>	. . . . .	<b>32</b>
<b>ARTICLE 34 – Personnel Files</b>	. . . . .	<b>32</b>
<b>ARTICLE 35 – Employee Lists and Information</b>	. . . . .	<b>33</b>
<b>ARTICLE 36 – Payroll Deduction and Dues</b>	. . . . .	<b>33</b>
<b>ARTICLE 37 – Union Stewards and Representative</b>	. . . . .	<b>34</b>
<b>ARTICLE 38 – Access</b>	. . . . .	<b>35</b>
<b>ARTICLE 39 – Bulletin Boards</b>	. . . . .	<b>35</b>
<b>ARTICLE 40 – Subcontracting Unit Work</b>	. . . . .	<b>36</b>
<b>ARTICLE 41 – Probationary Period</b>	. . . . .	<b>36</b>
<b>ARTICLE 42 – No Strike/No Lockout</b>	. . . . .	<b>36</b>
<b>ARTICLE 43 – Job Abandonment</b>	. . . . .	<b>37</b>

## **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**

Court Management hereby recognizes CFI/TNG-CWA Local 39521, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of all employees of the Superior Courts of California in Region 2 that provide language interpretation services in court and related proceedings.

Region 2: Counties of Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, and Sonoma.

Excluded from this unit are court interpreters represented in another unit as provided in Government Code section 71828(d) and management, supervisory and confidential employees. Also excluded from this unit are employees who perform non-interpreter duties in a language other than English.

### **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; probate investigations; mediations sessions and child-custody evaluations, or other interpreter services as required by the court. The term “interpreter services” is defined as oral interpretation or sight translation between two or more other persons.

### 3. Non-Unit Work

Non-Unit work is 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 members of the bargaining unit and approval of the Region.

## **ARTICLE 4 – AUTHORIZED AGENTS**

### Section 1:

For the purpose of meet and confer under this agreement, the following agents or duly authorized representatives are identified as follows:

- A. The Region's principal authorized agent shall be the Chairperson of the Regional Court interpreter Employment Relations Committee or his/her designee.
- B. The Union's principal authorized agent shall be the Executive Officer or Court Interpreter Unit Chair of CFI/TNG-CWA Local 39521 and his/her designee.

### Section 2:

For the purpose of administering the terms and provisions of this agreement, the following agents or duly authorized representatives are identified as follows:

- A. The Court's principal authorized agent shall be the Executive Officer for each Superior Court in the Region or his/her designee.
- B. The Union's principal authorized agent shall be the Executive Officer or Court Interpreter Unit Chair of CFI/TNG-CWA Local 39521 and his/her designee.

## **ARTICLE 5 - TERM**

The duration of this Agreement shall be from December 16, 2013 through September 30, 2016

## **ARTICLE 6 - NOTICE OF INTENT TO TERMINATE AND NEGOTIATE SUCCESSOR AGREEMENT**

In the event that 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 and twenty days prior to the termination date of this Memorandum of Understanding its written request to commence negotiations for such successor Memorandum of Understanding. In the event that no notification is given the Memorandum of Understanding shall be extended for twelve months without change.

## **ARTICLE 7 – 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 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 opinions or affiliations, disability status, sexual orientation or any other protected class provided by law.

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

No employee (except during their probationary period) shall be subject to discipline without 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 written warnings and/or a suspension before a termination is imposed. However, subject to the appeal process contained herein, deviations from this procedure may occur whenever it is determined that circumstances warrant that one or more steps in the progressive discipline procedure be skipped. The circumstances shall include but not necessarily be limited to the gravity of the offense. 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 Executive Officer or designee may, at any time during the time when a charge(s) is pending against a regularly scheduled 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 Executive Officer or designee is considering disciplinary action consisting of a suspension, termination or demotion/reduction in pay, the affected employee will be given written notice of the proposed disciplinary action. A copy of the notice will be sent simultaneously to the Union. 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 Executive Officer or designee 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 10 business days of the date that the Court Executive Officer or designee issued the determination. If no such appeal is filed in a timely manner, the determination of disciplinary action shall stand. If the Union is unable to obtain the employee's signature before filing the appeal, it shall obtain the employee's written approval within thirty calendar days of filing the appeal.

### 2. Arbitration to Review of 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.

The hearing shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence. The employee and Court Executive Officer or designee shall have the right to call witnesses and present evidence. The Court Executive Officer or designee will release trial court employees to testify at the hearing upon adequate notice. 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.

The employee has the right to representation, including legal counsel, if provided by the employee.

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. Fees and expenses of the arbitrator and court reporter shall be split equally between the parties.

Court witnesses released to testify at the hearing will be released with pay.

### 3. Representation

At any investigatory interview that the employee might reasonably believe would lead to discipline of the employee, the employee has the right to have a shop steward or union representative present during the interview upon the request of the employee. If the employee's preferred shop steward or union representative is not available to attend a meeting scheduled by the court, the employee shall arrange for an alternative shop steward or union representative to be present. If no alternative shop steward or union representative 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.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### Grievance Procedure

#### Purpose

- A. This grievance procedure shall be used to process and resolve grievances arising under this MOU in a just, equitable and expeditious manner. The employer shall not discriminate, coerce, restrain or retaliate against any employee or employees who participate in the grievance procedure.



B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

#### Definitions

1. Wherever used, the term “employee” means either employee or employees, as appropriate.
2. Whenever used, the term “grievant” means employee, group of employees or Union.
3. As used in this procedure, the term “immediate supervisor” means the individual identified by the CEO or designee.
4. A “grievance” is a dispute of one or more employees, or the Union involving the interpretation, application or the enforcement of the express terms of this MOU.
5. A “complaint” is a dispute of one or more employees involved in the application or interpretation of a rule or policy not covered by this MOU. Complaints shall only be processed as far as Step 2 of the grievance procedure.
6. “Business day” means a calendar day, exclusive of Saturdays, Sundays and court holidays.
7. A “union representative” refers to an employee designated as a steward, a union staff representative or any other person designated by the Union, who shall act in the capacity of a steward.

#### Time Limits

1. None of the parties shall delay the processing of a grievance at any step of the established procedure.
2. If the Court fails to respond to a grievance within the time limits specified at each step, the grievant shall have the right to appeal to the next step.
3. Any level of review, or time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing and shall include notice to the Union.
4. Failure by the grievant to respond within the time limits specified at any step shall settle the grievance on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
5. By mutual written agreement, the grievance may revert to a prior level for reconsideration.

#### Employee Rights

1. Employees have the right to represent themselves at each step of the grievance procedure. Employees shall not have the right to move grievances to arbitration without union representation.

2. The employee has the right to assistance of a representative in the preparation and investigation of his or her formal written grievance, and in the presentation of the grievance to management, and to be represented by the Union in formal grievance meetings.
3. A Court employee may present his/her grievance to Court Management on court time if they are scheduled to work on that day. Formal grievance meetings will be scheduled whenever possible for a day that the employee is scheduled to work.
4. The Court will notify the Union promptly in writing of all grievances filed.
5. Court employees who are witnesses in a formal grievance meeting may attend the formal grievance meeting on paid court time.
6. Upon request, the union shall have the right to obtain a copy of a settlement that involves the interpretation or application of the terms of this Agreement when an employee is not represented by the Union.
7. Consistent with law, the Court shall provide the Union with the necessary information to process the grievance.

#### Informal Conference

The employee may discuss any potential grievance with his or her immediate supervisor within eight (8) business days after the occurrence or discovery of the alleged grievance to attempt to resolve the matter. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with the employee at a mutually satisfactory time. The employee may elect to have a union representative attend such meeting. The supervisor shall respond to the employee within eight (8) business days after the initial conference. Any informal resolution of a dispute at this step shall not set a precedent. Participation in this informal step shall not extend the deadline for filing a formal grievance.

#### Formal Grievance – Step 1

- A. No later than twenty (20) business days after the occurrence or discovery of the matter on which the grievance is based, an employee, group of employees or the Union, may file a formal written grievance.
- B. 1. A formal grievance shall be initiated in writing on a form provided by the Court and shall be filed with the Human Resources office of the grievant's home court. The employee will retain a copy. The Human Resources office shall provide a receipt, or shall initial and date the employee's copy to show receipt.

3. If an interpreter, or the Union on behalf of an interpreter(s), files a grievance concerning a cross assignment and matters related to the away court, the grievance shall be filed with the home court and the Regional Chair. If the matter does not resolve at the first level of review, it may, upon mutual agreement, be appealed directly to the Regional Chair.
- C. The grievance form shall contain the following information:
1. The name(s) of the grievant(s) and representative;
  2. The specific provision of the MOU alleged to have been violated;
  3. The date, time and place of occurrence;
  4. Brief summary of the grievance;
  5. Steps, if any, that were taken to secure informal resolution;
  6. The remedy requested;
  7. Signature of the grievant(s) and the date filed; and
  8. The addresses to which all correspondence and responses should be sent.
- D. Within ten (10) business days of the receipt of the grievance, the designated court Management representative will meet with the grievant and the Union representative (if any). Within ten (10) business days following such meeting, the Management representative shall respond in writing to the grievance.
- E. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

#### Formal Grievance – Step 2

- A. Within ten (10) business days after receipt of the decision at Step 1, the grievant may appeal to the Executive officer or designated representative using a copy of the grievance.
- B. Within ten (10) business days from the date the submitted grievance appeal to Step 2 is received, the CEO or designated representative who has not been involved in the grievance at any prior level shall meet with the grievant and representative, if any, to discuss the grievance with the grievant and representative, if any. Thereafter, the CEO or his/her designee will provide a written decision not more than ten (10) business days following the grievance meeting.
- C. If the CEO or designated representative fails to give a decision within the specified time limit, the Union may elect to refer the unresolved grievance to arbitration.
- D. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

### Arbitration – Step 3

- A. Within thirty (30) business days from receipt of the written decision of the Executive Officer or designated representative, the Union shall have the right to submit an unresolved grievance to arbitration. The Union's request for arbitration shall be made in writing to the Court Executive Officer.
- B. If no request for arbitration is made within thirty (30) business days, the decision of the CEO shall be final and binding. If the CEO fails to respond in writing at Step 2, the Union shall have thirty (30) days from the date the decision was due to request arbitration. In either case, a failure to timely request arbitration shall be deemed a waiver of the right to arbitration.
- C. Within five (5) business days after receipt of a timely written request for arbitration, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, the parties will request that a panel of seven potential arbitrators from the State mediation and Conciliation Service or the Federal Mediation and Conciliation Service be sent to the both parties. Upon receipt of the list, the parties will select an arbitrator using a strike off procedure. The party to strike the first name shall be determined by coin toss.
- D. The fees and expenses associated with the arbitrator, the transcript and the court reporter shall be shared equally by the parties. 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.
- E. Upon mutual agreement of the parties, a pre-arbitration meeting may be held.
- F. Both parties shall jointly consider whether the type of case involved lends itself to mediation. If, through mediation, the parties can reach a mutually acceptable disposition, the disposition shall become final and binding upon the parties. If the mediation process does not result in an acceptable resolution to both parties, the case shall be submitted to arbitration.
- G. The written decision of an arbitrator resulting from any arbitration or grievance shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- H. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be final and binding.

## **ARTICLE 10 – GRIEVANCE MEDIATION**

1. This procedure is an alternate dispute resolution and does not supersede the provisions of Article 9, Grievance Procedure. Grievances not resolved through this mediation process shall be subject to arbitration.
2. A grievance may be submitted to grievance mediation only by mutual agreement between the Union and Management.
3. After completion of the third step of the grievance procedure and by mutual agreement, either Management or the Union may request the assistance of a mediator from the State Mediation and conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule. In the alternative, the parties may agree upon another person to serve as mediator. The cost, if any, of the mediation session shall be split evenly by the parties.
4. The parties agree that no stenographic record of the session will be made and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, the Union and the grievant. The final agreement shall be binding on all parties.
6. The mediator may provide the parties with a private, informal non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings, including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation, shall not be admissible in an arbitration of this grievance or any other similar dispute.

## **ARTICLE 11 – EXPEDITED ARBITRATION**

1. This is an alternative to the procedures set forth the Arbitration Section of Article 9, Grievance Procedure, 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, and 2) 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, or a later date if agreed upon by the parties 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, and closing oral argument. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
7. The decision of an arbitrator resulting from the arbitration of a grievance hereunder will be binding upon the parties.

## **ARTICLE 12 - MANAGEMENT RIGHTS**

The Courts within the region retain, solely and exclusively, all rights, powers and authority that they exercised or possessed prior to the execution of this Memorandum of Understanding (MOU) except as expressly limited by provisions of this MOU. Additionally, it is the exclusive right of the Court Management to determine its mission, to set standards of services to be offered to the public and exercise control and discretion over their organization and operations. It is also the exclusive right of Court Management to make all financial and budgetary decisions, and including decisions concerning expenditures. In addition, the Courts retain control of the manner and means of the work performed by interpreters and may hire, supervise, discipline and terminate employment of court interpreters. These and all rights of Court Management are expressly reserved to the Court unless such rights are abrogated by a clear and express provision of this MOU or by mutual, express, written and signed agreement by the Region and the Union.

## **ARTICLE 13 – AGREEMENT, MODIFICATION AND WAIVER**

### **Section 1**

This MOU sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation, during the term of this MOU.

Unless otherwise permitted by this MOU or required by law, no agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Region.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

### **Section 2**

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

With respect to matters not specifically covered by this agreement, existing policies, procedures and practices shall govern.

It is recognized that during the term of this agreement it may be necessary for the courts to make changes in policies, procedures or practices affecting the employees of the Unit.

When the Court finds it necessary to make such a change it shall notify the Union indicating the proposed change and the Region shall meet and confer with the Union over the impact of the proposed change on Unit members prior to implementation.

Any agreement resulting from such meet and confer shall be executed in writing by all parties hereto, and, if required, approved and implemented in accordance with this Memorandum of Understanding.

## **ARTICLE 14 – SEVERABILITY AND PROVISIONS OF LAW**

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable laws. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules, 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 and the remainder of this Memorandum of Understanding shall not be affected.

## **ARTICLE 15 - NEW INTERPRETER TRAINING**

This provision shall only apply to:

- Interpreters who are newly hired as court employees and who, prior to employment by the Court, had not performed interpreter services for a California trial court for 30 days; and
- Courts with more than four FTE bargaining unit employees.

Prior to any Court assignment, a newly hired interpreter with less than two years of interpreting experience in the California criminal trial courts will receive two days of paid in-service training by an experienced employee with a minimum of three years experience interpreting in the Courts. This in-service training shall include various aspects of court interpreting including but not necessarily limited to courtroom protocol, safety issues, and use of court equipment. Within the next twenty workdays, the new employee may receive one additional day of paid in-service training while performing an assignment. This additional day of training shall be based upon the need of the new employee established in conjunction with Court management. All such training shall be consistent with Court policy.

Employees who wish to volunteer to provide the in-service training shall notify the Court Executive Officer or designee. Assignment to provide the training shall be made by the Court. If fewer than two employees volunteer to provide the training, the Court's obligation to conduct the training shall cease. Training procedures to be developed by the Labor Management Committee.



## **ARTICLE 16 – NEW EMPLOYEE INFORMATION AND ORIENTATION**

### Section 1 – New Employee Information

The employer shall notify the Union in writing within two weeks of the hire of any new employee covered by this agreement. For each new hire the employer shall supply employee name, address, phone number, date of hire, job classification, rate of pay and assignment location.

### Section 2 – Orientation

A CFI/TNG-CWA representative and/or one Union Steward on court time may participate in new employee orientation for the purpose of providing information about the Union including a union brochure or packet regarding Union membership. Each court shall notify the Union in advance of the time and location of employee orientations for newly hired court interpreters.

## **ARTICLE 17- STATUS**

- A. Full Time—Full time employees shall be those employees who are regularly scheduled by the Court to work Monday-Friday, forty hours per week.
- B. Regular Part Time- Part time employees shall be those employees who are regularly scheduled by the Court to work twenty or more hours per week but less than forty hours per week.
- C. Intermittent Part Time - Intermittent part time employees are those employees who are scheduled by the Court to work less than twenty hours per week or on an as-needed basis.
- D. Hours worked by part time intermittent interpreters in home courts and away courts shall be considered for purpose of status designation for benefits only. An employee who moves from intermittent part time to regular part time based on “extra” hours from cross assignment(s) shall continue to receive/accept assignment on the same basis as before the change in status.

## **ARTICLE 18 - SENIORITY**

Seniority shall be measured as stated below and used for the purposes of layoff (as set forth in Art. 31), assignment (as set forth in Art. 19), and others if explicitly agreed to by the express terms of this Agreement.

For those bargaining unit members who were hired by the Court as pro tempore employees on or before July 1, 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 July 1, 2005, seniority shall be measured from the date they were first hired by the home Court.

An interpreter who resigns in good standing shall be eligible for reinstatement and restoration of seniority subject to the local court rules, policies and practices.

## **ARTICLE 19- 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 or part-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 change in the assignment of a regularly assigned interpreter from their assignment.

(5) *Redeployment*

Redeployment is the temporary change in the assignment 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 within the language pair.

Regular assignments held by employees prior to the implementation of this Agreement shall not be changed due to the implementation of this Agreement. It is understood that upon implementation of this Agreement, interpreters working a regular full time assignment will be required to work consistent with that assignment.

After the effective date of this Agreement, the Court may add to or delete from the number of full time or part-time regular assignments based upon the needs of the Court.

### Section 3. Reassignment

Reassignments shall be based upon the needs of the Court. An interpreter may request a different assignment, which may or may not be granted by the Court.

### 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 within their home court for consideration.

Floater assignments held by employees prior to the implementation of this Agreement shall not be changed due to the implementation of this Agreement.

The Court(s) may modify assignments and status after the effective date of the Agreement based upon the needs of the Court. It is understood that upon implementation of this Agreement, interpreters working a regular part time floater assignment will be required to work consistent with that assignment.

After the effective date of this Agreement, the Court may add to or delete from the number of floater assignments based upon the needs of the Court.

### Section 5. As needed assignment

(a) As needed interpreters (either part time or intermittent part time) will be placed on a “call as-needed” list for daily assignments.

(b) 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.

(c) When the Court telephones an as needed interpreter to give an assignment, and the assignment is scheduled two business days ahead, or more, the Court will allow four hours for the interpreters to return the call. The senior interpreter responding during the four-hour window period shall receive the assignment.

(d) When the Court telephones an as needed interpreter to give an assignment, and the assignment is scheduled the next business day and the call is made before noon, the Court will allow two hours for the interpreters to return the call. The senior interpreter responding during the two-hour window period shall receive the assignment.

(e) If an as needed assignment is same day, or after noon the day before, the Court will make reasonable efforts to contact as needed employee interpreters on the basis of seniority as set forth above in paragraph (b).

Except for extraordinary circumstances, the Court will not contact non-opt out independent contractors for as needed 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 may include, but are not necessarily limited to, time constraints for same day assignments.

The Court will use the most current telephone number provided by the interpreter.

Current part-time and intermittent employees will be given first consideration for full-time and regular part time job openings in their language pair based upon seniority.

For as-needed assignments for intermittent and part-time employees, once the offer of work has been extended and accepted, both the Court's decision not to provide work and the interpreter's decision to withdraw from the assignment shall be subject to 24 hours notice.

#### Section 6. Judicial Officers

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

## **ARTICLE 20 - CROSS-ASSIGNMENT PROCEDURES**

### Definitions

- (1) Home court: 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: The superior court in which the court interpreter is temporarily cross-assigned.
- (3) Cross assignment: 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: 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 71807(a).
- (5) Local court interpreter coordinator: An employee of a superior court whose duty it is to locate, assign, and schedule available court interpreter employees for his or her court.

This article covers cross-assignments within Region 2 of court interpreters who are employees of trial courts within Region 2. Interpreters shall not be required to accept a cross assignment.

### 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 2 or outside the region through this cross assignment process.

As provided for in this Memorandum of Understanding, employees may accept regular long-term cross 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 both the local court interpreter coordinator in their home court and the Region 2 coordinator. The list of those interpreters who have agreed to be cross-assigned to any court in Region 2 shall be generated and maintained in seniority order (as defined in Article 18) by language by the Region 2 coordinator and distributed to all Region 2 local coordinators, and be made available to the union upon written request. The interpreter must provide the coordinator with their home address. It is agreed and understood that per Article 18, the Region shall establish the initial seniority list.

### 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 during the time frame in question.

For a single day or partial day cross-assignment, if the home Court declines to allow an employee to accept a cross-assignment because it has an assignment for the employee, the home court shall provide the employee with work or pay equivalent to the cross assignment opportunity.

In the event of a multi-day cross assignment offer, if the home court needs the employee for a portion of the cross-assignment period, approval of the cross assignment shall be contingent upon the employee being required to work the day(s) necessary in the home court. In the event that the employee is needed by the home court, the home court shall make reasonable efforts to identify another certified or registered interpreter to fill the need. The home court will respond to the request for approval of a multi-day cross assignment within two business days.

### Section 4- Interpreter Employee Priority for Assignment By Way of Cross Assignment

In the event that a court exhausts its employees and local opt out interpreters and needs interpreter services, it shall make a good faith effort to obtain an interpreter employee from another trial court in Region 2, who is available for cross assignment before engaging non-opt out independent contractors.

“Local opt-out interpreter” means an opt-out interpreter who provided services to the trial court prior to November 18, 2005.

A good faith effort to fill the assignment with interpreter employees employed by other trial courts means offering the assignments to interpreter employees through the AOC Region 2 assignment coordinator. A good faith effort means offering the assignment in seniority order to interpreter employees on the cross assignment lists referenced in section 2 above. Notwithstanding this provision, the Court is not obligated to offer the assignment to the senior employee if either of the following circumstances apply:

1. The senior interpreter resides more than 75 miles away from the assignment location; or
2. When the judicial officer presiding in the case rejects the senior interpreter.

This Section is not intended to eliminate regular long-term cross assignments.

When the Coordinator telephones interpreters to offer cross assignments, and the telephone calls are made before noon for an assignment the next business day, the Coordinator will allow two hours for the interpreters to return the call. The senior interpreter responding during the two-hour window period shall receive the assignment.

For calls made the afternoon of the day before the assignment, the window period for the interpreter to return the call to the Coordinator shall be one hour.

If the assignment is scheduled two or more full business days ahead of the initial call (e.g. Tuesday for a Friday morning assignment) the window period for the interpreter to return the call to the coordinator shall be four hours.

For same day cross assignments, this procedure shall not apply.

The Regional Coordinator shall keep a log of calls to and from interpreters made pursuant to this provision.

#### Section 5- Payment Schedule and Procedures for Cross-Assignment

An employee who accepts a cross-assignment shall receive compensation from the home court consistent with this Memorandum of Understanding.

The home court shall pay, promptly, all reasonable expenses, incurred by the employee for assignment in the home court or cross assignments within Region 2 that are documented and consistent with the AOC travel expense policies. Employees who accept a cross assignment shall be compensated for reasonable travel time, in excess of one hour, per assignment.

#### Section 6- Cancellations

For as-needed cross assignments to intermittent and part time employees, once the offer of work has been extended and accepted, both the Court's decision not to provide work and the interpreter's decision to withdraw from the assignment shall be subject to notice as described in this section.

A single or partial day, or a two-day cross-assignment shall be subject to 24-hour, or one business day, cancellation notice. For assignments beginning on the first business day of the work week, notice must be given by the assignment start time on the last business day of the prior workweek.

Assignments to proceedings pre-scheduled to last three days or longer (such as trials and evidentiary proceedings) are subject to a 48-hour (two business days) cancellation notice.

For assignments cancelled without adequate notice as described above, the home or the away court will provide the interpreter an alternative assignment or the away court shall pay to the employee the number of hours for the assignment up to a maximum of eight hours. In the event that the employee cancels with less than 24 hours notice, they may be subject to disciplinary action.

## Section 7- 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.

## Section 8- Implementation

This cross assignment procedure shall not become operative until the seniority list is established. Once the procedure is operative, during the first 30 calendar days, there shall be no grievances filed concerning possible violations of this provision. After 30 days, if either side desires, the parties shall meet to discuss any operational problems associated with the implementation of this provision.

## Section 9 – Video Remote Interpreting

In the event that the Region makes the initial decision to implement Video Remote Interpreting for spoke language, the parties agree to reopen the MOU Article 19 Assignments and Article 20 Cross Assignments. The Region shall provide CFI with not fewer than 90 days advance written notice of its decision and provide to CFI the opportunity to meet and confer regarding the impacts of the decision prior to the implementation of the decision. The Region shall not implement its decision to utilize Video Remote Interpreting for spoken language prior to December 31, 2014.

The scope of the meet and confer over the impacts of the above decisions shall include but not necessarily be limited to the following:

1. Circumstances that are appropriate for VRI;
2. Modes of interpretation;
3. Protocols and procedures appropriate for use of VRI;
4. Protection of the Attorney/Client privilege and other confidentiality issues;
5. Technical minimums for equipment used for VRI including cameras, video screens, lighting, microphones, audio quality computers and band width;
6. Training for interpreters and other court staff on the use of VRI equipment;
7. Onsite technical support;
8. Ethical issues related to use of VRI;
9. Impediments to performance;
10. How interpreters are to be assigned to VRI;
11. Document procedures related to use of VRI;
12. Compensation



## **ARTICLE 21 - HOURS OF WORK**

### Section 1- Workweek

The workweek will be defined by the local court consistent with the local court's payroll system. The normal workweek shall consist of 40 hours in five consecutive days, Monday through Friday.

### Section 2- Workday and Hours

The regular workday shall consist of eight hours from 8:00 a.m. to 5:00 p.m. Night Court shall be by local practice but generally shall start after 5:00 p.m. and ends by 9:00 p.m.

## **ARTICLE 22- WAGES AND OTHER COMPENSATION**

### 1. Dual Language Differential

Interpreters who are certified and/or registered in more than one language and are assigned to provide services in more than one language, shall receive a 10% pay differential for any day that they are assigned to work in two foreign languages.

### 2. Wages

Effective 45 days after ratification, a \$2,500 lump sum single payment, less applicable withholdings, will be made to all bargaining unit employees. This payment shall not accrue to the base rate of pay.

Effective pay period closest to October 1, 2014 – 2% increase to the base pay.

Effective pay period closest to October 1, 2015 – 2% increase to the base pay.

A. Effective the start of the first pay period after October 1, 2007, full time employees shall be paid at the hourly rate of \$35.31.

B. Effective the start of the first pay period after October 1, 2007, regular part time and intermittent part time employees shall be paid at the hourly rate of \$35.31 and shall be guaranteed not less than four hours per one half-day assignment (morning or afternoon).

Regular part time and intermittent part time employees with an a.m. only or p.m. only assignment or a night court only assignment shall be paid at the hourly rate of \$39.17 and shall be guaranteed not less than four hours of pay per assignment. An employee who has worked an all day or afternoon assignment only shall be paid the actual hours worked for the night court assignment. An employee who has worked a morning assignment only shall be guaranteed not less than four hours pay for a night court assignment.

C. Interpreters sent from their original report facility to any other facility or facilities will be paid mileage between the original report location and any other locations to which they are assigned within the home court.

A Court shall not assign a bargaining unit employee to interpret in a language for which they are neither certified nor registered unless no employee who is certified or registered in that language is available to work.

## **ARTICLE 23 – BENEFITS**

These benefits are to be effective on ratification, or as soon thereafter as reasonably possible and consistent with plan requirements.

- A. Vacation – Each full time and regular part time bargaining unit member of a local trial court shall be eligible for vacation benefits at the same level as those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to accrual rates, scheduling, caps on accrual if any, eligibility, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of vacation benefits as the larger or largest (by number of employees in the unit) non-management hourly represented employees' bargaining unit.

Employees eligible for benefits and hired before the effective date of this agreement shall receive credit towards placement on the local trial court's vacation accrual rate schedule based upon work as an employee between July 1, 2003 and June 30, 2005. For example, an employee who has worked 2080 hours as an employee shall be placed upon the accrual rate schedule with one year of service having been completed, but the employee shall not receive one year of earned vacation.

- B. Sick Leave -- Each full time and regular part time bargaining unit member of a local trial court shall be eligible for sick leave benefits at the same level as those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to accrual rates, notification procedures, caps on accrual if any, eligibility, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of sick leave benefits as the larger or largest (by number of employees in the unit) non-management hourly represented employees' bargaining unit.

Employees eligible for benefits and hired before the effective date of this agreement shall receive credit towards placement on the local trial court's sick leave accrual rate schedule based upon work as an employee between July 1, 2003 and June 30, 2005. For example, an employee who has worked 2080 hours as an employee shall be placed upon the accrual rate schedule with one year of service having been completed, but the employee shall not receive one year of earned sick leave.

- C. Leaves of Absence – Each full time and regular part time bargaining unit member of a local trial court shall be eligible for a leave of absence (paid and/or unpaid) at the same level as those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to, eligibility, length, pay status, job protection (if any), etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of leave of absence benefit as the larger or largest (by number of employees in the unit) non-management hourly represented employees' bargaining unit.

- D. Health, Vision, Dental and other Insurance Benefits – Each full time and regular part time bargaining unit member of a local trial court shall be eligible for health, vision, dental and other insurance benefits at the same level as those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to eligibility, covered conditions, co-pays, deductibles, out of pocket maximum payments, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of health, vision, dental and other insurance benefits as the larger or largest (by number of employees in the unit) non-management hourly represented employees' bargaining unit.

The impact of any changes in insurance benefits will be subject to meet and confer.

- E. Retirement – Each full time and regular part time bargaining unit member of a local trial court shall be eligible to participate in the same retirement plan at the same benefit level as those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to, eligibility, vesting, employee contribution, regular retirement date, benefit formula, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of retirement benefit as the larger or largest (by number of employees in the unit) non-management hourly represented employees' bargaining unit. The impact of any change in the retirement plan will be subject to meet and confer.

- F. Miscellaneous Benefit Eligibility - Hours worked by part time intermittent interpreters in home courts and away courts shall be considered for purpose of status designation. However, for an interpreter who is intermittent part time interpreter to become a part time interpreter and eligible for benefits they must work 50% time or more for six consecutive months before becoming eligible for benefits. Further they must maintain an average of 50% time or more during each succeeding six-month period to be eligible to continue to have benefits, subject to the specific benefit plan permitting. If an intermittent part time employee becomes eligible for benefits and then fails to continue to be eligible because they have not worked the requisite 50% time, they shall be ineligible for benefits for a period of at least six months.

The ability to reenroll shall be subject to the requirements of the benefit plan. Employees may use accrued discretionary leave to supplement work time if their work hours fall below the required 50% average. Part time employees who lose eligibility for health insurance due to a reduction in hours may be eligible for continuation of health insurance, at employee expense, based upon COBRA eligibility and health plan rules.

G. Holidays

Full-time regular employees will be provided paid time off on the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Part-time employees are eligible for holiday pay on a pro rata basis, based on the employees' fractional time base.

Employees working at a court requiring a training day on mandated court holidays will be provided paid holiday hours in lieu of the holiday. A full-time regular employee will be provided eight hours paid holiday hours in lieu of the holiday. Part-time employees will be provided eligible paid holiday hours based on the employee's fractional time-base.

#### **ARTICLE 24 – PAY DAY**

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

#### **ARTICLE 25 – EMPLOYEE PARKING AND TRANSIT**

Court-provided employee parking and reimbursement of parking and transit related expenses shall be maintained in accordance with each trial court's practices. In the event that the local practice changes, the Court shall meet and confer regarding the impact of the changes in practices.

#### **ARTICLE 26 - PROFESSIONAL CONDUCT, STANDARDS AND CONDITIONS**

##### **Section 1 – General Provisions**

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 his/her 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.

##### **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. Team interpreting may be ordered within the discretion of the Court.

### 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 in 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 prior to performing sight translations, interpreters may request the opportunity to review and assess the document and advise the Judicial Officer of any problems associated with the sight translation.

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

## **ARTICLE 27 - PROFESSIONAL DEVELOPMENT AND MAINTENANCE OF CERTIFICATION**

### Section 1 - Continuing Education

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

### Training Opportunities

An employee in the unit may request to participate in educational and training programs, symposiums, seminars, conferences and meetings that will lead to an increase in the skills, knowledge and understanding of the employees' current job assignment. An employee may also request to participate in training activities necessary to enhance succession planning or career development.

Interpreters may be eligible for leave without pay for purposes of education and/or training subject to the discretion of the Court Executive Officer.

### Seminars/Conferences

Full-time, part time and intermittent employee interpreters are entitled to be reimbursed for Court Interpreter Minimum Continuing Education (CIMCE) approved seminars/conferences for up to \$750 every two years. Reimbursement for regular part-time part and part-time intermittent employees shall be pro-rated over the preceding 12 months.

### State Certification and Licenses

Regular employees shall receive reimbursement for State certification, pro-rated for regular part-time employees.

## **ARTICLE 28- JOINT LABOR/MANAGEMENT COMMITTEE ON ISSUES AFFECTING THE INTERPRETER UNIT**

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 issues within the scope of representation.

Section 2: The Joint Labor/Management Committee on court interpreter issues shall consist of four (4) management representatives designated by the Regional Chair and an equivalent number of employee representatives designated by the Union.

Section 3: During the term of this agreement, the Joint Labor/Management Committee on interpreting issues shall meet twice annually, upon written request of either party, or more often by mutual agreement, during working hours to discuss (not meet and confer) on issues within the scope of representation. Employee representatives shall attend meetings on court time. The parties shall exchange proposed agendas one week in advance of any meeting.

## **ARTICLE 29 – HEALTH AND SAFETY**

### Section 1:

Management will provide and maintain a safe and healthy place of employment. Employees shall report to the manager of interpreter services or Court Safety Officer any hazardous or unsafe practices, equipment and/or conditions of which they are aware.

### Section 2:

The Court shall offer TB tests at no cost to the employee annually and at any time that an interpreter reasonably believes he/she may have been exposed to TB at work.

The Court shall offer all interpreters training on tuberculosis and safety measures for working with prisoners and psychiatric patients.

Interpreters shall not be required to interpret for:

1. Inmates or other individuals they reasonably believe have communicable diseases without electronic equipment that allows the interpreter to maintain a safe distance.
2. Inmates in a confined or locked space without law enforcement supervision.

## **ARTICLE 30 – OFFICE SPACE AND EQUIPMENT**

### Section 1

Interpreters shall be provided with an area to leave personal belongings and reference materials in a secure place.

### Section 2

Each courthouse with employee interpreters shall maintain electronic simultaneous sound equipment.

Electronic simultaneous sound equipment shall be provided upon request to interpreters under the following circumstances:

- A. When simultaneous interpretation is to last for 20 minutes or longer.
- B. When the interpreter reasonably believes that the person interpreted for has an infectious or communicable disease.
- C. When physical conditions in the courtroom would hinder interpreter performance, regardless of the length of the proceeding.



## **ARTICLE 31 – LAYOFFS 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.

### **B. Procedures**

#### **1. Notice**

Employees shall be given written notice of not less than twenty Court days before the effective date of the layoff. The Court shall send a copy of the notice to the Union.

#### **2. 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. An employee with a regular assignment who is subject to layoff may request to be placed on the list for intermittent assignments.

#### **3. Full-Time and Regular Part-Time Employees -**

Once the scope of the reduction in force is determined, a layoff list shall be established for full time and regular part-time employees by language. Employees will be released based on inverse order of seniority as defined in Article 18. In the event that the remaining position(s) are of a different status than the remaining least senior employee's prior position, the least senior remaining employee may be required to accept that position of a different status to avoid layoff.

### **C. Reemployment List**

Employees who are laid off shall be placed on a reemployment list in order of seniority. Laid off employees who choose to be placed on the intermittent list shall remain on the reemployment list.

The names of employees laid off due to a reduction in force shall remain on the reemployment list for 12 months.

## **ARTICLE 32 – PERFORMANCE EVALUATION AND JOB QUALIFICATIONS**

### **A. Performance Evaluations**

It is the intent of the Courts in Region 2 to provide regular performance evaluations of the bargaining unit employees. The performance review process shall be subject to meet and confer at the Regional level prior to implementation.

### **B. Job Qualifications**

#### **Section 1**

Employees shall maintain their certification and registration status with the State of California.

#### **Section 2**

If an employee's certification or registration lapses during the term of this Agreement for any of the following:

1. Failure to pay certification fees;
2. Failure to meet continuing education requirement; or
3. Failure to work the minimum professional experience requirements;

The employee shall be placed on administrative leave without pay or benefits for up to 90 calendar days or until the deficiency is corrected whichever is earlier. During this leave, the employee shall not be eligible to work for the Court however, if the deficiencies are cleared within 90 days, the Court will return the employee to their same or similar assignment. If the deficiency is not cleared within 90 calendar days, the employee's employment shall be terminated. Prior to involuntary termination, the employee shall be offered resignation. An employee terminated for any of the above deficiencies shall be eligible for rehire consistent with the local Court's rules, policies and practices.

#### **Section 3**

When the Judicial Council establishes a certification exam in a language, an existing employee of the Court who is registered in that language shall have three opportunities to take and pass the test and become a certified interpreter. In the event that the employee does not successfully complete the examination, after its third offering, their employment shall be terminated. An employee must take the examination each time it is offered in their language pair. Prior to an involuntary termination the employee shall be offered resignation. An employee terminated for failing to pass the exam who subsequently passes the exam and becomes certified shall not be disqualified from future employment with the Region 2 Courts because they failed to pass the exam and were terminated.

### **ARTICLE 33- COURT RULES AND POLICY CHANGES**

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

### **ARTICLE 34 – PERSONNEL FILES**

The Court will maintain an official personnel file for each employee. Employees should inform the Court of any changes in personal information.

An employee, upon written request to the Court's Human Resources Manager, shall be entitled to inspect his or her official personnel file. The contents of such file shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the Court. A union representative may accompany the employee during the review of the file. The employee may request and shall be provided copies of any document in the file. When the employee is not available, a Union representative with the written permission of the employee may review the employee's personnel file in the presence of an HR representative and obtain copies of documents upon request.

The Court shall provide an opportunity for the employee to respond in writing to any information about which he or she disagrees. Such response shall become a permanent part of the employee's personnel file. The employee shall be responsible for providing written responses to be included as part of the employee's permanent personnel record.

At or before time of placement, employees shall be given copies of all letters or memoranda concerning their job performance or conduct that are to be placed in their official personnel file.

The employee may file a complaint under the grievance procedure regarding any such document within the prescribed time limits.

Upon an employee's request, any written warnings and/or reprimands issued more than one year prior shall be removed from his or her personnel file if no subsequent warnings, reprimands or discipline have been issued to the employee for the same or similar reason.

## **ARTICLE 35 – EMPLOYEE LISTS & INFORMATION**

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

The parties understand and agree that reducing the use of paper products and the costs of shipping is an economically and ecologically sound practice. Management shall make every reasonable effort to provide employee lists and other information requested by the Union in electronic format.

## **ARTICLE 36 – PAYROLL DEDUCTIONS AND DUES**

### Section 1- Agency Shop

For the term of this Agreement, all current and future interpreter employees shall, as a condition of continued employment, become and remain members of the Union or, in lieu thereof, shall pay a service fee to the Union in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Union for bargaining unit employees. The membership and service fee payments shall be established by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment. Failure of an employee to pay membership or service fees shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize the judicial process to compel payment.

### Religious Exemption

A bargaining unit employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting recognized employee organizations shall, upon presentation of proof of membership satisfactory to the Regional Committee and the Union, be relieved of any obligation to pay the required service fee. That employee shall be required to pay sums equal to those service fees to a non-religious, non-labor charitable organization fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the employee from a list of the following three funds: The Red Cross, UNICEF or United Way. Proof of those payments shall be made by the employee on a monthly basis to the trial court that employs the employee as a condition of continued exemption from the requirement of financial support to the Union.

### Section 2- Payroll Deductions

The Union shall provide the Regional Chair and trial courts with a current statement of membership fees and service fees for bargaining unit employees within the Region. The statement shall be amended as necessary. The trial court may take up to 30 days to implement such changes. Each pay period, effective with the first complete pay period worked by a bargaining unit

employee newly employed by the trial court, the trial court shall make membership and service fee payroll deductions, as appropriate, from the regular periodic payroll warrant of each bargaining unit employee. As soon as practical, but generally within 14 working days following payday, the trial court will promptly pay over to the Union all sums withheld for membership and service fees. The trial court shall provide with each payment a list of employees paying membership and service fees. All such lists shall contain the employee's name, employee number, classification and the amount deducted. A list of all bargaining unit employees shall be provided to the Union monthly. The Union shall be entitled to collect, through the payroll deduction method, membership and service fees, COPE deductions, and special membership assessments, and may make such changes as may be required, from time-to-time. The Union shall give the trial court appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

#### Section 3- Financial Reporting

The Union shall annually provide to the Regional Committee the information required by Government Code Section 71814 (f).

#### Section 4- Indemnification Clause

The Union agrees to indemnify, defend and hold the employer court that makes the deduction harmless from any and all claims, demands, suits or other liabilities of any nature that may arise as a result of the application of the provisions of this article.

### **ARTICLE 37 – UNION STEWARDS AND REPRESENTATIVES**

#### 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 Court Executive Officer (CEO) in writing as to who has been designated as a steward. Any change in stewards shall be communicated in writing to the Court Executive Officer (CEO) in a timely fashion. On occasion and depending upon the circumstances, the Union may designate a representative, not a current steward, who shall act in the capacity of steward for a grievance meeting with prior written notice to the Court Executive Officer (CEO). The Union may also request a postponement of a grievance meeting if necessary to ensure appropriate representation for an employee. Such request shall not be unreasonably denied.

After receiving approval from the supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time, pay or employment benefits, to investigate, prepare

and present grievances and disciplinary appeals of court interpreter bargaining unit employees. The supervisor shall authorize the steward to leave his/her work if it is determined that the steward's absence will not interfere with the work of the unit. When immediate approval is not granted, the supervisor shall inform the steward and shall establish an alternate time when the steward can be released from his/her work assignment.

Not more than one steward shall be on paid court time during any grievance meeting. The presence of a shop steward at the meeting does not preclude a union staff representative from also being present at the meeting.

### Section 3

The Region will provide reasonable release time without loss of pay or employment benefits for unit employees released under this section. Up to five unit employees will be released for the purpose of negotiating a labor agreement or successor labor agreement with the Region 2 Negotiating Committee. For all other meet-and-confer sessions, up to two (2) unit employees will be released. In courts with more than fifteen (15) bargaining unit employees, up to three (3) bargaining unit employees will be released with no more than two (2) from any one court with fifteen (15) or less bargaining unit employees, for purposes of meet and confer.

### 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 for work, shall not be compensated by the Court. Following a meeting in a different court, management will make reasonable efforts to return a steward to work at his/her work location.

## **ARTICLE 38 – ACCESS**

Union representatives shall have access to the trial court's premises to ensure that the terms of the MOU are being followed. A union representative, other than a bargaining unit employee, shall notify the CEO or designee in advance when he or she will require access to non-public areas other than interpreter break rooms and waiting areas for the purpose of ensuring the terms of the MOU are being followed. The authorized representative shall not disrupt employees during their work time.

## **ARTICLE 39– BULLETIN BOARDS**

A. The Union may use designated, adequate bulletin board space provided by the court to post communications of the employee organization at each interpreter waiting area/office where members of this unit are assigned. In facilities where there is no waiting area/office space, the

Court shall provide adequate, accessible bulletin board space in non-public areas where bargaining unit members work. Any materials posted shall be dated and initialed by the Union representative responsible for the posting.

- B. The Union agrees not to post any material of an illegal, libelous, obscene, defamatory, or solely non-educational partisan political nature on bulletin boards.

#### **ARTICLE 40- SUBCONTRACTING UNIT WORK**

To the extent that a Court determines to subcontract unit work presently performed or hereafter assigned to the unit, it shall subcontract such work consistent with the limitations set forth in Government Code Section 71802. The Court agrees that it will not use Section 71802 for the purpose of reducing costs.

#### **ARTICLE 41 – PROBATIONARY PERIOD**

All newly hired employees shall serve an initial probationary period. Full time employees shall serve a probationary period of 9 months. Part time employees shall serve a probationary period of 1560 hours or 18 months, whichever is less.

#### **ARTICLE 42- NO STRIKE/NO LOCKOUT**

- A. No Strikes or Lockouts

During the term of this Agreement, the Union, its officers, agents, representatives, stewards and members and all other employees shall not, in any way, directly or indirectly, engage in any strike, sympathy strike, slowdown, work stoppage, picketing, or any other interference with or interruption of court work in any Court operations. The Court agrees that it will not lock out employees.

- B. Crossing Sanctioned Picket Lines

If an employee covered by this Agreement is expected to cross a picket line set up due to a labor dispute sanctioned by a Central Labor Council in the Region, and if crossing that picket line is in conflict with the employee's conscience, the Chief Executive Officer or his/her designee will meet with the Union, if requested, within 24 hours to attempt to reassign the employee in a manner which retains Court services and does not result in disciplinary action against the employee.

ARTICLE 43- JOB ABANDONMENT

When an employee fails to report for work for five consecutive scheduled working days without any notice to court management, the employee shall be considered to have abandoned his or her employment.

The court will provide a notice of separation due to job abandonment to the employee. The notice shall be delivered to the employee in person or mailed to the employee at the employee's address of record. The employee's address of record shall be the most recent address provided to the court by the employee. In either case, the notice will include a proof of service and a copy will immediately be provided to the union.

Within 15 business days of the issuance of the notice, the employee, or the union on behalf of the employee, may make a written request for reinstatement. The court may reinstate the employee at its discretion. The court shall reinstate employees who can demonstrate that their absence without notice was due to circumstances beyond their control.

An employee so reinstated shall not be paid salary for the period of his or her absence. However, if the absence can appropriately be covered by leave with pay (e.g., sick leave), the employee shall be paid.

DATED: 4/1/14

SUPERIOR COURTS OF REGION 2  
NEGOTIATING COMMITTEE

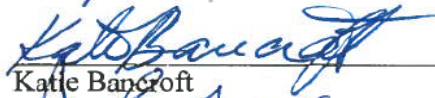
  
\_\_\_\_\_  
Kim Turner, CEO, Marin County Superior Court

  
\_\_\_\_\_  
Joe Wiley

  
\_\_\_\_\_  
Sheila Tolbert, Regional Chair

CFI/TNG-CWA, LOCAL 39521  
NEGOTIATING COMMITTEE

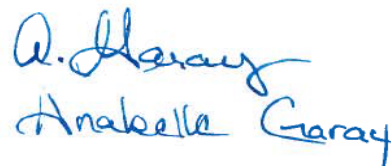
  
\_\_\_\_\_  
Mary Lou Aranguren

  
\_\_\_\_\_  
Katie Bancroft

  
\_\_\_\_\_  
Fanny Suarez

  
\_\_\_\_\_  
Andy Ta

  
\_\_\_\_\_  
Katy Van Sant

  
Anabella Garay