

# **Region 1**

## **Court Interpreter Grievance Form**

EMPLOYEE NAME: All interpreter employees teleworking before November 5<sup>th</sup>, 2021.

DATE: 11/16/2021

CLASSIFICATION: Court Interpreters

UNIT/SECTION: Language Access Services

EMPLOYEE REP: Michael Ferreira, Kathleen Sinclair,  
Gabrielle Veit-Bermudez (Stewards)

LOCATION: County wide

### **GRIEVANCE**

A grievance is defined as a complaint by an employee concerning the interpretation or application of the rules and regulations governing personnel practices or working conditions which has not been resolved satisfactorily in an informal manner between the affected employee and his/her immediate supervisor.

#### **NATURE OF GRIEVANCE:**

Under Article 18, Section 7 of the MOU the Court is required to notify the Union with an advance notice of 150 days of its intention to implement remote interpreting, particularly, video remote interpreting. On July 2, 2020, the Court and Union formalized a Side Letter for Temporary Utilization of Video and Telephonic Remote Interpreting and Resumption of Non-essential Services; this was done to address the dangers and exigencies of the COVID-19 pandemic and allow for employee interpreters to participate in the telework program offered to every other employee in which they could work from the safety of their homes.

The Court, on its own initiative, terminated teleworking for employee interpreters, and instead required all interpreters to return in person, on site to ostensibly carry out our duties in the way and manner that they were done before participating in the Court's telework program.

Although our members are not working remotely, and are in person at court sites, they are being compelled to carry out remote interpreting without a meet and confer, and without having been notified of the Court's intention to implement such 150 days in advance.

Even though the Court asserts that the July 2, 2020 Side letter is still in full force and effect, the Union asserts that the Side letter for Temporary Utilization of Video and Telephonic Remote Interpreting and Resumption of Non-essential Services was specific to interpreters being able to participate in the telework program; when interpreters no longer were permitted to do telework, the Side Letter formalized to give a framework for telework no longer had effect, as the purpose for which it was drafted no longer existed. The telework and the side letter were intertwined in their integral effect on

each other as a whole. Therefore, the Court is required to return to a meet and confer to formalize another agreement concerning remote interpreting from on site at the workplace.

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CITE COURT POLICIES, RULES, OR REGULATIONS ALLEGEDLY VIOLATED:

MOU

Article 1 – Purpose

Article 2 – Recognition

Article 13 – Full Understanding, Modification & Waiver, Section 2

Article 18 – Video Remote Interpreting, Section 7

Article 22 – Professional Conduct, Standards and Conditions, Sections 1, 4, and 5

Article 34 – Court Rules and Policy Changes

Side Letter Agreement Between Superior Court of California, County of Los Angeles and California Federation of Interpreters Local 39000 TNG-CWA Temporary Utilization of Video and Telephonic Remote Interpreting and Resumption of Non-essential Services During the COVID-19 State of Emergency July 2, 2020

Articles 4 (in re telework), 5 (in re mode of interpretation), 7 (in re telework), 8 (in re telework)

REMEDY:

1. The Court is to cease having employee interpreters performing remote interpreting on site until there is convened a meet and confer with the Union, and from which an agreement is formalized. The Court is to provide dates and times forthwith on which the first meet and confer can be convened.
2. The Court is to immediately collect from all previously teleworking interpreters all equipment that was issued for them to work remotely on the telework program (laptops, earphones, cell phones, etc.). Interpreters are not to be made responsible and/or liable for the equipment starting from the date of November 5<sup>th</sup>.
3. The Court is to comply with the MOU.
4. Any other remedy an arbitrator may deem appropriate and necessary in these circumstances.



EMPLOYEE SIGNATURE: For the Union and all similarly impacted employee interpreters.

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SUPERVISOR/MANAGER

**STEP 1**

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DATE RECEIVED: \_\_\_\_\_ SUMMARY OF FACTS: \_\_\_\_\_

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DECISION: \_\_\_\_\_

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DATE RETURNED TO EMPLOYEE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

Second-level appeal must be filed with \_\_\_\_\_ within \_\_\_\_\_  
*business days from receipt of decision.*

**STEP 2**

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DATE RECEIVED: \_\_\_\_\_ GRIEVANCE DISCUSSED ON: \_\_\_\_\_

SUMMARY OF FACTS: \_\_\_\_\_

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DECISION: \_\_\_\_\_

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DATE RETURNED TO EMPLOYEE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

Third-level appeal must be filed with \_\_\_\_\_ within \_\_\_\_\_  
*business days from receipt of decision.*

**STEP 3**

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DATE RECEIVED: \_\_\_\_\_ GRIEVANCE DISCUSSED ON: \_\_\_\_\_

SUMMARY OF FACTS: \_\_\_\_\_

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DECISION: \_\_\_\_\_

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DATE RETURNED TO EMPLOYEE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_