

On March 4, 2020, the Los Angeles County Board of Supervisors (Board) and the Los Angeles County Department of Public Health (Public Health) declared a local and public health emergency in response to the increased spread of Coronavirus across the county of Los Angeles.

On March 12, 2020, Gavin Newsom, the Governor of California, issued Executive Order N-25-20, which refers to guidance relating to COVID-19 from the California Department of Public Health (CDPH). The CDPH finds, among other things, that "smaller gatherings held in venues that do not allow social distancing of six feet per person should be postponed or cancelled . . . [and a] 'gathering' is any event or convening that brings together people in a single room or single space at the same time This applies to all non-essential professional, social and community gatherings regardless of their sponsor" In addition, on March 12, 2020, City of Los Angeles Mayor Eric Garcetti issued new orders to help protect the public and slow the spread of coronavirus which required the postponement or cancellation of all non-essential public community events or group activities with 50 or more participants, or that required close contact between vulnerable individuals.

On Friday, March 13, 2020, President Donald Trump declared a national emergency over Coronavirus outbreak. Furthermore, on March 13, 2020, the Los Angeles Unified School District (LAUSD) announced the closure of all K-12 schools will last for two weeks and impacts 670,000 students at 900 campuses within the jurisdiction of the LAUSD.

In response to these declarations, the Superior Court of California, County of Los Angeles (Court) has endeavored to strike the balance between protecting the well-being of court users, court personnel and judicial officers while meeting the statutory obligations of the Court and being responsible stewards of public resources. To that end, the Court is committed to allowing all employees to work remotely except for those whose physical presence at the courthouse is required to support essential court services as identified in the March 17, 2020 Administrative Order issued by Presiding Judge Kevin C. Brazile.

Responding to the fluidity of the pandemic requires management and staff to be agile and patient. To that end, the Court makes the following proposal.

1. The Court proposes to extend the terms of the governing Memoranda of Understanding between the Court and the California Federation of Interpreters (CFI) court bargaining unit from August 6, 2021 to August 6, 2022.

2. In exchange for that extension, the Court and CFI agree to the following:
 - a. The Court will allow all A status and C status interpreters to work remotely during the pendency of the local health emergency the Los Angeles County Department of Health (DPH) declared in Los Angeles County on March 4, 2020 related to the COVID-19 pandemic. Employees whose managers do not assign them 40 hours of work (A-status)/ 20 hours of work (C-status) including training, per week will be available for other assignments consistent with their classification. However, to the extent that the employee is not assigned sufficient work the Court will designate the balance of the work week as paid administrative leave. F status interpreters are not eligible for paid administrative leave.
 - b. While the Court continues to provide emergency services, as defined in the March 17, 2020 Administrative Order of the Presiding Judge re COVID-19 Pandemic, it will require staff to support court operations physically in courthouses. CFI bargaining unit members who are directed to interpret in person at a courthouse will be paid time and a half for the hours so worked instead of administrative leave pay.
 - c. Bargaining unit members who work remotely agree to be available to and respond to their supervisors and managers promptly during the workday specified on the COVID -9 Telework Application (form HR 073). They also agree to abide by the other provisions of that form.
 - d. Bargaining unit members who fail or refuse to perform assigned work will not be paid administrative leave. They may use accrued benefit time or go into unpaid status.
 - e. Bargaining unit members called to report to a courthouse agree to do so promptly (within an hour of being called).
 - f. The terms of this paragraph sunset when DPH's March 4, 2020 local emergency order is lifted and/or when the Court restores non-essential services.
 - g. Interpreters agree to perform their official duties remotely.
 - h. CFI agrees to suspend the use of Article 18 during the term of this agreement.