



PERB
California Public Employment
Relations Board

San Francisco Regional Office
1330 Broadway, Suite 601
Oakland, CA, 94612-2505
Telephone: (415) 654-2236



June 6, 2022

Laurie M. Burgess, Attorney
Burgess Law Offices, P.C.
498 Utah Street
San Francisco, CA 94110

Joseph Wiley, Attorney
Aleshire & Wynder, LLP
1301 Marina Village Parkway, Suite 310
Alameda, CA 94501

Re: *California Federation of Interpreters, Local 39000 TNG-CWA v. Region 2
Court Interpreter Employment Relations Committee*
Unfair Practice Charge No. SF-CE-16-I
COMPLAINT

Dear Parties:

The Office of the General Counsel has issued the enclosed COMPLAINT in the above-entitled matter. The Respondent is required to file an **ANSWER** within twenty (20) calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.¹ The required contents of the **ANSWER** are described in PERB Regulation 32644(b).

If you have not filed a Notice of Appearance form, one should be completed and returned with your **ANSWER**. Please be aware that once legal counsel is designated, PERB will only correspond with that individual(s).

An informal settlement conference will be scheduled shortly. Please direct all inquiries, filings and correspondence to the undersigned. Designated legal counsel who do not attend the Informal Conference for any reason, must designate in writing consent that the meeting go forward in their absence, including, but not limited to the

¹ PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at www.perb.ca.gov.

Unfair Practice Charge No. SF-CE-16-I

June 6, 2022

Page 2

execution of a settlement agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Jessica Kim". The signature is fluid and cursive, with a prominent initial "J" and a long, sweeping underline.

Jessica Kim

Senior Regional Attorney

Enclosure

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD



CALIFORNIA FEDERATION OF
INTERPRETERS, LOCAL 39000 TNG-CWA,

Charging Party,

v.

REGION 2 COURT INTERPRETER
EMPLOYMENT RELATIONS COMMITTEE,

Respondent.

Case No. SF-CE-16-I

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of Government Code section 71800 et seq., the General Counsel of the Public Employment Relations Board (PERB), pursuant to Government Code sections 3541.3(i) and 71825(c) and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Party is an exclusive representative within the meaning of PERB Regulation 32035(c) of an appropriate unit of employees.
2. Respondent is a regional committee within the meaning of Government Code sections 71801(h) and 71807 and PERB Regulation 32035(a).

Refusal to Provide Paid Release Time

3. On or about March 9, 2021, Respondent refused to agree to bargaining ground rules that provided paid release time to Charging Party representatives Michael Ferreira and Janey Hudec. Continuing from March 9, 2021 through at least July 19, 2021, Respondent refused to provide release time to representatives Ferreira and Hudec.
4. On or about March 25, 2021, Respondent refused to provide release time

unless Respondent was subjectively satisfied with Charging Party's bargaining efforts. Between March 25, 2021 and at least July 19, 2021, Respondent refused to provide release time for days requested by Charging Party.

5. By the acts and conduct described in paragraphs 3 and 4, Respondent violated Government Code section 71821 and committed an unfair practice under Government Code section 71825(c).

6. This conduct also interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code section 71822 and is an unfair practice under Government Code section 71825(c) and PERB Regulation 32608(a).

7. This conduct also denied Charging Party its right to represent bargaining unit employees in violation of Government Code section 71815 and is an unfair practice under Government Code section 71825(c) and PERB Regulation 32608(b).

Unilateral Implementation of Video Remote Interpretation

8. Article 19 of the parties' expired labor agreement provided that Respondent would provide 90 days' notice of its intent to implement Video Remote Interpretation.

9. On or about June 21, 2021, Respondent announced that it planned to implement its proposed Video Remote Interpretation policy effective September 1, 2021, regardless of the status of impact negotiations.

10. Respondent engaged in the conduct described in paragraph 9 without prior notice to Charging Party and without having afforded Charging Party an opportunity to meet and confer over the decision to implement the change in policy and/or the effects of the change in policy.

///

11. By the acts and conduct described in paragraphs 9 and 10, Respondent failed and refused to meet and confer in good faith in violation of Government Code section 71818 and committed an unfair practice under Government Code section 71825(c) and PERB Regulation 32608(c).

12. This conduct also interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code section 71822 and is an unfair practice under Government Code section 71825(c) and PERB Regulation 32608(a).

13. This conduct also denied Charging Party its right to represent unit members in violation of Government Code section 71815 and is an unfair practice under Government Code section 71825(c) and PERB Regulation 32608(b).

Bad Faith Bargaining

14. During the period from March 5, 2021 through at least July 19, 2021, Respondent and Charging Party were meeting and conferring pursuant to Government Code section 71818.

15. During this period of time Respondent engaged in the following conduct:
- a. the conduct described in paragraph 3;
 - b. the conduct described in paragraph 4;
 - c. the conduct described in paragraphs 9 and 10;
 - d. on or about March 25, 2021, repudiated its own previous ground rules proposal;
 - e. on or about April 30, 2021, conditioned bargaining of Charging Party's cross-assignment proposal upon completion of Video Remote Interpretation impacts bargaining;

- f. on or about May 14, 2021, unilaterally cancelled a bargaining session instead of bargaining health and safety proposals; and
- g. on or about July 19, 2021, refused to consider any wage increase proposal from Charging Party, though bargaining unit employees had received far fewer wage increases than other court employees and were paid substantially less than immigration court interpreters, federal court interpreters, and unrepresented contract interpreters in Respondent's member courts.

16. By the acts and conduct included in, but not limited to, those described in paragraph 15, Respondent failed and refused to meet and confer in good faith with Charging Party in violation of Government Code section 71818 and committed an unfair practice under Government Code section 71825(c) and PERB Regulation 32608(c).

17. This conduct also interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code section 71822 and is an unfair practice under Government Code section 71825(c) and PERB Regulation 32608(a).

///

///

///

///

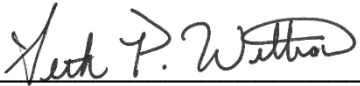
///

18. This conduct also denied Charging Party its right to represent bargaining unit employees in violation of Government Code section 71815 and is an unfair practice under Government Code section 71825(c) and PERB Regulation 32608(b).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: June 6, 2022

J. Felix De La Torre
General Counsel

By 

Seth P. Williams
Regional Attorney

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, Los Angeles Regional Office, 425 W. Broadway, Suite 400, Glendale, CA, 91204-1269.

On June 6, 2022, I served the Complaint and Cover Letter regarding Case No. SF-CE-16-I on the parties listed below by

I am personally and readily familiar with the business practice of the Public Employment Relations Board for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Los Angeles, California.

Personal delivery.

Electronic service (e-mail).

Laurie M. Burgess, Attorney
Burgess Law Offices, P.C.
498 Utah Street
San Francisco, CA 94110
Email: lburgess@burgess-laborlaw.com

Joseph Wiley, Attorney
Aleshire & Wynder, LLP
1301 Marina Village Parkway, Suite 310
Alameda, CA 94501
Email: jwiley@awattorneys.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on June 6, 2022, at Glendale, California.

J. Carter

(Type or print name)



(Signature)