

RESPONSE/COUNTER OF REGION 2 TO CFI COUNTER-PROPOSAL

REGARDING ARTICLE 16

October 12, 2021 (Corrected)

ARTICLE 16 - ~~NEW~~ EMPLOYEE INFORMATION AND NEW EMPLOYEE ORIENTATION

Section 1 - ~~New~~ Employee Information

~~The employer Court 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 within 30 days of hire supply to the Union the employee: (1) name, (2) home address, (3) home and work cellular telephone numbers on file with the employer, (4) work email address, (5) personal email addresses on file with the employer, (6) date of hire, (7) job classification, (8) rate of pay, and (9) assignment location.~~

In compliance with California Government Code Section 3558, the employer Court shall provide in writing to the ~~exclusive representative~~ Union the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire, ~~or by the first pay period of the month following hire, and~~ and ~~the public employer Court shall also provide the exclusive representative Union with a list of that information for all employees in the bargaining unit at least every 120 days as required by law, unless more frequent or more detailed lists are required by an agreement with the exclusive representative.~~

Opting Out

~~Employees may opt out of providing home address and home telephone number to the Union by making a written request to their employer. Upon a timely request by the Union for confirmation that the employee has opted-out, the employer Court will provide to the Union a copy of the portions of the employee's written opt-out request that confirm that the employee has opted out of providing some or all of the personal contact information identified above, but the Court will redact from the copy provided to the Union any specific personal contact information identified above that is revealed in the request, and that the employee requested not be provided to the Union.~~

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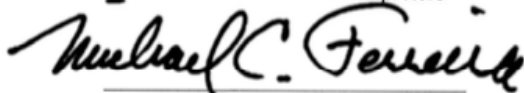
Section 2 - Orientation

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 no later than 10 business days in advance of the time and location of employee orientations for newly hired court interpreters.

TENTATIVE AGREEMENT

California Federation of Interpreters

Region 2



President, CFI Local 39000 TNG-CWA

02/01/2022



TENTATIVE AGREEMENT REACHED ON OCTOBER 12, 2021

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 2.890). 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 California Standards of Judicial Administration, Section 2.10, 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 written material 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 written material and advise the Judicial Officer of any problems associated with the sight translation. The Court acknowledges that simultaneous interpretation of foreign language audio or video 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. If the interpreter believes that an accurate interpretation of the audio or video recording is not feasible, the interpreter will appropriately inform

the Judicial Officer of the impediment(s) to the interpreter's ability to interpret accurately the material. There will be no reprisal or disciplinary action against any interpreter for advising a Judicial Officer, in an appropriate manner, of such impediment to an accurate interpretation or sight translation.

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.

Tentative Agreement:

October 12, 2021

CPT

A handwritten signature in black ink, appearing to read "Michael C. Ferreira", written over a horizontal line.

Michael Ferreira

Region 2

A handwritten signature in black ink, appearing to read "Monna R. Radulovich", written over a horizontal line.

Monna R. Radulovich

CFI Local 39000 offers Article 36 for TA
11/05/2021 Sent via email.

COUNTER-PROPOSAL BY REGION 2

REGARDING ARTICLE 36

October 12, 2021 (Clean Version)

ARTICLE 36 - PAYROLL DEDUCTIONS AND DUES

Bargaining unit employees who are members of CFI and have, in writing, authorized deduction of their CFI dues and assessments shall have such dues and assessments deducted for the remainder of this Agreement.

Upon written certification by CFI that an employee has signed a deduction authorization, the employer trial court shall deduct the appropriate dues or fees as established by CFI from the employee's pay. The trial court or its agent will promptly forward the deducted funds to the Union. The trial court or its agent shall provide monthly to the Union a report regarding the deductions which identifies the employee's name, employee number, classification and the amount deducted. Employee requests to cancel or change the deduction will be directed to CFI. Upon certification from CFI, the employer trial court will cease deductions for such employee(s). The trial courts will automatically cease deductions for any employee who is no longer employed in a classification represented by CFI.

On a quarterly basis every January, April, July and October, CFI shall provide the Courts with a certified list of members with a dollar amount per pay period to be deducted per member; a statement that CFI has and will maintain written authorization signed by the individuals from whose salary or wage deductions are to be made; and a statement that the Union shall indemnify and hold harmless the Courts for any and all claims made by employees for deductions made in reliance on the Union-provided certification in accordance with Government Code section 1157.12(a). CFI agrees to promptly refund to the Courts any amounts paid to it in error. The Union shall give the trial courts appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

The Union agrees to indemnify the employer court that makes the deduction for any and all claims as a result of the employer court's reliance upon the Union's certification.

TENTATIVE AGREEMENT:

California Federation of Interpreters

Region 2



03/16/2022

 11/21/21

RESPONSE OF REGION 2 TO CFI PROPOSAL/COUNTER REGARDING

ARTICLE 29 HEALTH AND SAFETY

Offered as TA on October 12, 2021

ARTICLE 29 - HEALTH AND SAFETY

Section 1: General Provision

Management will provide and maintain a safe and healthy place of employment as required by applicable law or regulation. Employees ~~shall~~ should 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.

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Section 2 – Unscheduled Court Closures

In the event of an emergency, such as a natural disaster, terrorist attack, epidemic or pandemic, that closes a Superior Court and may impact any represented interpreters at a Superior Court(s) in Region 2, the affected Court(s) shall provide notice to the Union as soon as practicable. In the event that such emergency may cause four or more Superior Courts in Region 2 (which have employee interpreters) to close all of their facilities for three or more consecutive court days, and upon written request from CFI to the Regional Chair, the Regional Committee shall meet and confer with the Union regarding impacts within the scope of representation. In the event that such emergency may cause fewer than four courts (which have interpreter employees) in the Region to close all of their facilities for three or more consecutive court days, the affected local court(s) shall meet and confer with the Union on request regarding impacts within the scope of representation. Such meet and confer will be scheduled as soon as reasonably practicable but not more than ten court days after receipt of the request. This agreement shall not affect any duty to meet and confer at either the local or regional level in any other circumstances.

Section ~~23~~ Communicable Diseases and Safety

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, exposure to communicable diseases, and safety measures for working with ~~prisoners~~ inmates, ~~and~~ psychiatric patients, and other Court users. The Courts shall make available information to help educate interpreters on issues concerning communicable diseases, including steps to protect against communicable diseases.

Interpreters shall not be required to interpret in-person (meaning the interpreter and the inmate or other individual for whom the interpreter is providing interpreter services are physically present in the same room) for:

1. Inmates or other individuals they reasonably believe have a communicable disease without electronic equipment that allows the interpreter to maintain a safe distance, ~~or, in the alternative, a physical barrier such as Plexiglass between the interpreter and the person reasonably suspected to have a communicable disease.~~
2. Inmates in a confined or locked space without law enforcement supervision.

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The Court shall provide personal protective equipment as required by applicable law or regulation.

Michael C. Fournier 03/16/2022
TA'd

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Mama R. Radulnick 3/16/2022
Region 2