

**AGREEMENT**  
**BETWEEN**  
**SUPERIOR COURTS OF CALIFORNIA - REGION 3**  
**AND**  
**CALIFORNIA FEDERATION OF INTERPRETERS/  
NEWSPAPER GUILD-COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 39521**

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

**OCTOBER 1, 2012  
TO  
SEPTEMBER 30, 2015**

**RECEIVED  
SEP 12 2013  
DISTRICT 9**

**RECEIVED  
SEP 11 2013**

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## **ARTICLE 1 – RECOGNITION**

### **1.01 Recognition**

- a. 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 3 in classifications that provide language interpretation services in court and related proceedings.
- b. Region 3: Counties of Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Kern, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Mono, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.
- c. 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 court employees who perform non-interpreter duties in a language other than English.

### **1.02 Severability and Provisions of Law**

- a. It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws. If any part of 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to be invalid or unenforceable by a tribunal of competent jurisdiction, that part or provision shall be suspended and superseded by the applicable law and the remainder of this Memorandum of Understanding shall not be affected.

### **1.03 Employment Status**

- a. Full time Permanent - A permanent, full time Court Interpreter is a non-probationary employee hired to work full time by the respective employer court.
- b. Permanent Part Time – A permanent, part time Court Interpreter is a non-probationary employee hired to work a regular schedule of twenty or more hours per week but fewer than forty hours per week by the respective employer court.
- c. Interpreter Pro Tempore (IPT) – An IPT is an employee who is hired to work on an as-needed basis.
- d. Any interpreter employed as a Court Interpreter Pro Tempore (CIPT) prior to October 1, 2005 who has actually worked the equivalent of 60 full day assignments (120 half-day assignments) shall be deemed to have successfully completed a probationary period. This prior work shall not affect any other provision of the Agreement.
- e. All newly hired employees shall serve a probationary period of 130 court days before attaining regular employment status at the hiring court. However, a newly

hired employee who has completed probation at another court in Region 3 shall only be required to complete a probationary period of 65 court days when hired at any subsequent court in Region 3.

#### **1.04 Offers of Employment**

- a. The parties agree that, for the purpose of applying Government Code sections 71802(c)(2) and 71802(e), independent contractors shall be eligible for an offer of employment as an IPT.
- b. Each additional employment offer shall be made at the court's discretion, and will be contingent on the availability of funds:
  1. An IPT or regular part time employee shall receive a regular full-time employment offer after the employee works full-time for four consecutive months. Further, upon acceptance, the interpreter must continue to work full time to remain in full time status. If a regular part time employee or IPT becomes eligible for full time status and then fails to continue to work full time, they shall return to regular part time or IPT status. Employees may use accrued discretionary leave to supplement work time if their work hours fall below full time.
  2. Regular part time employees shall be eligible, upon request on their six (6) month anniversary and every six (6) months thereafter, to have their time base adjusted for the purposes of benefits only.

#### **1.05 Full Understanding**

- a. This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this MOU, it is agreed and understood that each party to this MOU voluntarily waives its right to negotiate with respect to any matter covered in this MOU, for the duration of the MOU.
- b. This MOU shall govern in case of conflict with provisions of existing Court Personnel Rules and regulations pertaining to wages, hours and other terms and conditions of employment, but otherwise such rules and regulations shall be effective and the CEO or designee retains the power to act pertaining to such matters subject to compliance with applicable provisions of law provided such actions are not in conflict with the provisions of this MOU.
- c. 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.

- d. It is understood and agreed that the provisions of this Section and sections (e) and (f) below 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.
- e. The parties recognize that during the term of this Agreement it may be necessary for the Courts to make changes in areas within the scope of negotiations or in policies, procedures or practices affecting the employees in the Unit. When the Courts find it necessary to make such a change they shall notify the Union indicating the proposed change and shall meet and confer with the Union over the impact of the proposed change on Unit members prior to implementation. Where changes in local policies, procedures and practices are proposed by an individual Superior Court within the region, meet and confer shall be with that Superior Court. Where changes in Regional labor relations rules, policies, procedures or practices are proposed by the Regional Committee, meet and confer shall be with the Regional Committee.
- f. 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. If the parties are in disagreement as to whether any proposed change is within the scope of meet and confer, such disagreement shall be submitted to the California State Mediation and Conciliation Service (SMCS) for mediation in accordance with Government Code Section 71820.

## **ARTICLE 2 –UNION AND EMPLOYEE RIGHTS**

### **2.01 Authorized Agents**

- a. For the purpose of meet and confer under this agreement, the following agents or duly authorized representatives are identified as follows:
  - 1. The Region's principal authorized agent shall be the Chairpersons of the Regional Court Interpreter Employment Relations Committee or his/her designee.
  - 2. The Union's principal authorized agent shall be the Executive Officer and Court Interpreter Unit Chair of CFI/TNG-CWA Local 39521 or his/her designee.
- b. For the purpose of administering the terms and provisions of this agreement, the following agents or duly authorized representatives are identified as follows:
  - 1. The Court's principal authorized agent shall be the Executive Officer for each Superior Court in the Region or his/her designee.
  - 2. The Union's principal authorized agent shall be the Executive Officer and Court Interpreter Unit Chair of CFI/TNG-CWA Local 39521 or his/her designee.

## **2.02 Union Stewards and Representatives**

- a. Management recognizes that Local 39521 Stewards are the official on-site representatives of the Union.
- b. The Union shall select a reasonable number of stewards, and notify the Court Executive Officer (CEO) in writing as to whom 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 requests shall not be unreasonably denied.
- c. 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 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.
- d. 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.
- e. 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 3 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 fewer bargaining unit employees, for purposes of meet and confer.
- f. 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 to 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 regular work location.
- g. Shop steward leave: Each calendar year, up to four interpreter employees, selected by CFI/TNG-CWA, shall be eligible for up to three days of unpaid leave of absence for the purpose of attending union-sponsored training sessions. Leave for any specific training shall depend upon the needs of the Court.



### **2.03 Access**

- a. 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 that the terms of the MOU are being followed. The authorized representative shall not disrupt employees during their work time.

### **2.04 Employee Lists & Information**

- a. 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 Union may also request, quarterly, a list of employees who have left court service and the date of separation.
- b. 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.
- c. Policies and Procedures: The Region 3 Courts that employ interpreters agree to provide CFI copies of all Court Personnel Policies and Procedures issued by the Court that impact bargaining unit employees.

### **2.05 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, 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.

### **2.06 New Employee Information and Orientation**

- a. 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.
- b. 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.

## **2.07 Personnel Files**

- a. The Court will maintain an official personnel file for each employee. Employees should inform the Court of any changes in personal information.
- b. 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 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.
- c. 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.
- d. 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.
- e. The employee may file a complaint under the grievance procedure regarding any such document within the prescribed time limits.
- f. 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 3 – COURT RIGHTS**

### **3.01 Management Rights Clause**

- a. 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 specifically limited by a provision of this MOU. Additionally, it is the exclusive right of the Court Management to determine their mission, to set standards of services to be offered to the public and exercise control and discretion over their organizations and operations. It is also the exclusive right of Court Management to make all financial and budgetary decisions, 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 written mutual written agreement by the Region and the Union.

- b. In view of the unique and special responsibilities of the trial courts in the administration of justice, the courts retain its rights to decide the following issues: The merits and administration of the trial court system; coordination, consolidation, and merger of trial courts and support staff; automation, including, but not limited to, fax filing, electronic recording, and implementation of information systems; design, construction, and location of court facilities; delivery of court services; hours of operation; and to determine assignments and transfers of court interpreters, in accordance with any process, procedures, and criteria that have been established for these as a result of meet and confer.

## **ARTICLE 4 – GENERAL PROVISIONS**

### **4.01 Strikes and Lockouts**

- a. 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, or any other interference with or interruption of work at any of the Court's operations. The Court agrees that it will not lock out employees. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities.

### **4.02 Non-Discrimination**

- a. The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the lawful activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by either party for engaging or refusing to engage in the lawful exercise of these rights.
- b. The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination due to membership in any protected class, as provided by law.
- c. This provision shall not be used to prejudice an employee from asserting individual rights and remedies provided by law for discrimination.

## ARTICLE 5 - GRIEVANCE AND ARBITRATION

### 5.01. Grievance Procedure

- 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.
- c. Definitions are as follows:
  - 1. Wherever used, the term "employee" means either employee or employees, as appropriate.
  - 2. Wherever used, the term "grievant" means employee, group of employees, or the 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 between the grievant and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this MOU.
  - 5. A complaint is a dispute of one or more employees, or the Union, regarding the application or interpretation of a rule or policy not covered by this MOU. Complaints shall only be processed as far as *Formal Written Grievance- 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.
- d. 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 with the time limits specified at that step, the grievant shall have the right to appeal to the next step.

3. Failure by the grievant to respond with 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.
4. Any level of review, or time limits established in this procedure, may be waived or extended by mutual agreement of the parties and shall be confirmed in writing and include notice to the Union.
5. By mutual written agreement, the grievance may revert to a prior level for reconsideration.

e. 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 the 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. An employee may present his or her grievance to Court Management on court time if they are scheduled to work on that day. Grievance meetings will be scheduled where 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. The Union shall receive a copy of a settlement agreement that involves the interpretation or application of the terms of this agreement when a grievant is not represented by the Union.
6. Employees who are witnesses in a formal grievance meeting may attend the formal grievance meeting on paid court time.

f. Informal Conference

1. The employee or CFI representative shall discuss any potential grievance with his or her immediate supervisor within ten (10) business days after the occurrence or discovery of the alleged grievance to attempt to resolve the matter in an informal manner.
2. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with the employee at a mutually satisfactory time.
3. The employee may elect to have a union representative attend such meeting.
4. The immediate supervisor shall respond to the employee within ten (10) business days after the initial meeting.

5. Any informal resolution of a dispute at this step shall not set a precedent.
6. Participation in this informal step shall not extend the deadline for filing a formal grievance.

g. Formal Written Grievance – Step 1

1. No later than thirty (30) 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.
2. A formal grievance shall be initiated in writing on a form provided by the Region and shall be filed with the Human Resources office of the grievant's employing court. The employee shall retain a copy. The Human Resources office shall provide a receipt, or shall initial and date the employee's copy to show receipt. The grievance form shall contain the following information:
  - a) The name (s) of the grievant(s) and representative;
  - b) The specific provision of the MOU alleged to have been violated;
  - c) The date, time and place of occurrence;
  - d) Brief summary of the grievance;
  - e) Steps that were taken to secure informal resolution;
  - f) The remedy requested;
  - g) Signature of the grievant(s) and the date filed; and
  - h) The address(es) to which all correspondence and responses should be sent.
3. 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. Then, within ten (10) business days following such a meeting, the court management representative shall respond in writing to the grievance.
4. No settlement made at this stage of the grievance procedure shall be considered precedent setting.
5. Grievances filed by the Union will be initiated at Formal Written Grievance Step 1.

h. Formal Written Grievance – Step 2

1. Within ten (10) business days after receipt of the decision at Step 1, the grievant may appeal to the CEO or designee, using a copy of the grievance.
2. Within ten (10) business days from the date the submitted grievance appeal to Step 2 is received, the CEO or designee, who has not been involved in the grievance at any prior level, shall meet with the grievant and Union representative, if any, to discuss the grievance. Thereafter, the CEO or designee will provide a written decision not more than ten (10) business days following such grievance appeal meeting.

3. If the CEO or designee fails to provide a written decision within the specified time limit, the Union may elect to refer the unresolved grievance to arbitration.
4. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

i. Arbitration – Step 3

1. Within thirty (30) business days from receipt of the written decision of the CEO or designee, 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 CEO or designee.
2. If no written request for arbitration is made within thirty (30) business days, the decision of the CEO or designee shall be final and binding. If the CEO or designee 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.
3. Within ten (10) business days after receipt of a timely written request for arbitration, the CEO or designee shall request the names of seven (7) available arbitrators from the State Mediation and Conciliation Service (SMCS) or the Federal Mediation Conciliation Service (FMCS) be sent to both parties. Upon receipt of the list of available arbitrator names, the parties will select an arbitrator using strike-off procedure. The party striking first shall be selected by coin toss.
4. The fees and expenses associated with the arbitrator, the official transcript of the arbitration proceeding, 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.
5. Upon mutual agreement of the parties, a pre-arbitration meeting may be held.
6. 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 of the grievance, then the matter is deemed resolved. If the mediation process does not result in an acceptable resolution to both parties, the case may be submitted to arbitration.
7. The written decision of an arbitrator resulting from any arbitration or grievances shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
8. The written decision of an arbitrator resulting from any arbitration of a grievance shall be final and binding.

## ARTICLE 6 – HOURS OF WORK

### 6.01 Hours of Work

- a. **Work Week:** The work week will be defined by the local court consistent with the local court's payroll system. A normal work week shall consist of 40 hours in five consecutive days.
- b. **Workday and Hours:** The regular workday shall consist of eight hours from 8:00 a.m. to 5:00 p.m. Interpreters are required to report for work at 8:00 a.m. and will be released ordinarily by 5:00 p.m.
- c. **Night Court:** Night court sessions shall be defined as a four-hour sessions, beginning at the start time scheduled for night court.

## ARTICLE 7 – COMPENSATION

### 7.01 Compensation

- a. Permanent full-time employees, permanent part-time employees, and IPT employees shall be paid at the current full day pay rate of \$265.00, \$33.13 per hour.
- b. Permanent part-time employees or IPT employees who are assigned to work an a.m. only, p.m. only or night-court only assignment shall be paid at the rate of \$147.00, \$36.75 per hour.

This half-day rate shall only apply to paid leave taken in increments of four hours or less, and shall not apply to full-time employees.

- c. Effective the first full pay period following ratification, the following salary will be effective for permanent full-time, permanent part-time, and IPT employees:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Hourly Rate/Full Time	\$33.13	\$34.12	\$35.15
Hourly Rate/Part Time	\$36.75	\$37.85	\$38.99

- d. Upon satisfactory performance, permanent full-time employees, permanent part-time employees and IPT employees will advance one step in the salary range effective upon the first pay period immediately following their anniversary date of initial hire.
- e. Subsequent to ratification of this agreement, court interpreters (full-time [F/T], regular part-time [P/T] and intermittent part-time [IPT]) shall receive supplemental compensation payments from their respective "home" courts, as set forth in the schedule below. These amounts shall be in the form of a lump sum, single payment, less applicable withholding, and shall not accrue to the base rate of pay.
  - 1. Effective 30 days after ratification:



F/T employees shall receive \$1,000 (one thousand dollars).  
P/T employees shall receive \$750 (seven hundred fifty dollars).  
IPT employees shall receive \$500 (five hundred dollars).

2. Effective the pay period immediately after October 1, 2013:  
F/T employees shall receive \$1,000 (one thousand dollars).  
P/T employees shall receive \$750 (seven hundred fifty dollars).  
IPT employees shall receive \$500 (five hundred dollars).
3. Effective the pay period immediately after October 1, 2014:  
F/T employees shall receive \$1,000 (one thousand dollars).  
P/T employees shall receive \$750 (seven hundred fifty dollars).  
IPT employees shall receive \$500 (five hundred dollars).

## **ARTICLE 8-- INTERPRETER PRO TEMPORE (IPT) EMPLOYEES**

### **8.01 Excess Pay**

- a. An interpreter scheduled to work a morning half-day assignment who is required to work after 12:15 p.m. shall be compensated at the regular full-day rate.
- b. If the interpreter was originally scheduled for a half-day, the interpreter need not remain available for further duties after the original half-day assignment is completed to receive the full-day rate.
- c. If the services of an interpreter scheduled to work a full-day are required between 12:15 and 1:00 p.m. or after 5:15 p.m., the interpreter shall be compensated at the rate of \$25 per each half hour or portion thereof actually worked until 7:00 p.m., at which time they will receive an additional half-day rate, as well as the two hours compensation.

### **8.02 Holidays**

- a. IPT's will receive one full day holiday pay, up to a maximum of 9 days/fiscal year, for each 20 full days or 40 half days or equivalent combination of work performed.

### **8.03 Applicability**

- a. The above Article 8, in its entirety, does not apply to permanent full-time and permanent part-time Court Interpreter employees.

## **ARTICLE 9 – HOLIDAYS FOR PERMANENT EMPLOYEES**

### **9.01 Holidays for Permanent Employees**

- a. Permanent full-time employees will be eligible for paid holiday time off as provided by their respective employer Court.

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

## **ARTICLE 10– LEAVES AND BENEFITS**

### **10.01 General Provisions**

- a. Except as expressly provided in this Agreement, the terms and conditions of leaves and benefits, including all health and welfare benefits, shall be the same as those provided in each Court within the Region at the time of ratification to the linked bargaining unit. Such benefits shall include but are not limited to long and short term disability, life insurance, deferred compensation, flex spending plans, employee assistance programs, and personal days off.
- b. In the event of any change or proposed change that would increase the cost to employees of any benefits provided in this article, the Court shall notify the Union at least 120 days in advance or within 30 days of notification by the benefit provider, whichever comes first, and shall meet and confer with the Union over the impacts of the change prior to implementation.
- c. "Linked bargaining unit" shall be the largest bargaining unit in the respective employer court. See Appendix A for a list of the linked bargaining unit in each Region 3 employer court.
- d. Bargaining unit members who were employees prior to July 1, 2003 shall not lose any health, retirement or other benefits or have any benefits reduced in any way as a result of this Agreement.

### **10.02 Sick Leave, Vacation Leave, Annual Leave**

- a. Permanent full-time employees shall accrue sick leave, vacation leave, and/or annual leave. Such leaves shall accrue at the same rates as provided to permanent full time employees in the linked bargaining unit within the respective employer court.
- b. Permanent part-time employees shall accrue sick leave, vacation leave, and/or annual leave at the same rates as the permanent part-time employees in the linked bargaining unit within the respective employer court.

### **10.03 Other Leaves**

- a. The respective employer court will grant other leaves to permanent full time and permanent part time employees as are provided to the linked bargaining unit unless otherwise required by law.

### **10.04 Retirement Benefits**

- a. Eligibility criteria of the employer court's retirement system for represented permanent full-time and part-time employees shall dictate the appropriate retirement eligibility, contribution rates and benefits for permanent full-time and permanent part-time Court Interpreters within Region 3. Costs to employees will be the same as the cost to members of the linked unit.
- b. During the term of this agreement changes to the retirement plan shall be applied to employees in this bargaining unit.
- c. IPT's are not eligible to receive retirement benefits except as provided in Section 10.06.
- d. To the extent permitted by law and the provisions of each employer court's retirement plan, employees may purchase retirement plan benefits for past years of service.

#### **10.05 Health Care Benefits**

- a. The eligibility criteria, contribution rates and benefits in each respective employer court for health benefits (medical, dental, vision and other welfare benefits where applicable) that apply to the linked bargaining unit shall govern the employee eligibility, contribution rates and benefits for permanent full-time and permanent part-time Court Interpreters within Region 3.
- b. During the term of this agreement changes to health, dental, vision, disability and life insurance shall be applied to employees in this bargaining unit.
- c. IPT's are not eligible to receive health care benefits except as provided in Section 10.06.

#### **10.06 Miscellaneous Benefits Eligibility**

- a. If an IPT maintains an average of 50% time or more for six consecutive months in a regular assignment, the IPT shall receive an offer of regular part time employment and upon acceptance of such offer will become eligible for benefits. If an IPT maintains an average of 50% time or more for six consecutive months in an as-needed assignment, the IPT shall become eligible for benefits and his/her status shall not change. In either event, the interpreter must maintain an average of 50% time or more during each succeeding six month period to be eligible to continue to receive benefits. If the employee fails to continue to be eligible for benefits because they have not worked the requisite average of 50% time, they shall become ineligible for benefits and they shall return to IPT status and shall be ineligible for benefits for a period of at least six months. An average of 50% time means that the interpreter's aggregate paid hours during the preceding six month period, when averaged, equals or exceeds 50% of the available work hours in each pay period. An employee who moves from IPT to regular part time status based on hours worked in home or cross assignments shall continue to be assigned/offered assignments on the same basis as before the change in status. 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 may be eligible for continuation of health insurance, at employee expense, based upon COBRA eligibility and health plan rules.

## **ARTICLE 11 – REIMBURSEMENTS**

### **11.01 Reimbursements**

- a. Permanent full-time, permanent part-time and IPT employees shall be reimbursed for mileage and other related travel expenses at the rates then in effect for judicial branch employees, except as otherwise provided in this Agreement. Procedures for submitting for travel and mileage related travel expenses shall be governed by the employee's home court.
- b. For each interpreter employee, the home court will designate a court location for usual assignment for the purpose of mileage reimbursement. Interpreter employees shall not be compensated for mileage between their residence and their designated court location of usual assignment. If an interpreter employee is temporarily assigned or cross assigned to another court location, the interpreter shall only receive reimbursement for any mileage in excess of that employee's normal commute. Employees will be reimbursed for mileage between subsequent work locations throughout the day.

## **ARTICLE 12 - ASSIGNMENTS AND CROSS ASSIGNMENTS**

### **12.01 Interpreter Assignments**

#### **a. Definitions**

1. Regular Assignment: A regular assignment is a full-time or part-time assignment made to a specific county for a continuous and indefinite period, with no scheduled end date. The location of the work to be performed may vary from day to day and may include multiple locations throughout the working day.
2. As-Needed Assignment: An as-needed assignment is an intermittent assignment and is dependent on the needs of the Court.
3. Change in Assignment: The Court may make a temporary change of assignment of an interpreter with a regular assignment.

#### **b. General Provisions**

1. The Court will make reasonable efforts, in accordance with the provisions set forth below, to manage work assignments to regularly assigned, and as-needed interpreters on the basis of the following criteria: volume of work, the demands of different types of assignments, interpreter preference and experience, and location and duration of assignment.

**c. Regular Assignments**

1. 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 as provided herein.
2. In the event that there is an opening for a regular assignment, which the Court determines there is a need to fill, the Court shall evaluate the following when considering interested employee candidates within the language pair: interpreter preference and experience, and the business needs of the court.
3. Regular assignments held by employees prior to the implementation of this agreement shall not be changed due to the implementation of this agreement.
4. Interpreters may provide the Interpreter Assignment Office with a list of preferred courthouses and/or preferred geographic areas within their home court for consideration. The Court shall inform interpreters of their coming week's assignment(s), to the extent it is known, no later than Friday noon of the prior week.

**d. Reassignment**

1. An interpreter may request a different assignment, which may or may not be granted by the Court. The Court will make reasonable efforts to accommodate requests for changes in assignments based on the criteria in (b) above.

**e. As-needed assignments**

1. As-needed interpreters (either part time or IPTs) will, upon request, be placed on a "call as needed" list for daily assignments.
2. For purposes of as-needed assignments, the Court will make reasonable efforts to contact as-needed employees, before contacting non-opt out independent contractors. Consideration as to reasonable efforts shall include time constraints and geographic location.
3. When the court becomes aware that an as-needed employee will be required, it will promptly call employees in accordance with the following procedure:
4. When the Court telephones (or contacts by other means at the interpreter's request) a part-time or as-needed interpreter to offer an assignment, and the assignment is scheduled two business days ahead, or more, the Court will allow three hours for the interpreters to return the call before contacting non-opt out independent contractors and will offer the assignment to the most senior interpreter who is available and responds during the three hour window.
5. When the Court telephones, or by other means contacts as-needed or part-time interpreters to offer an assignment, and the assignment is scheduled the next business day, the Court will allow 60 minutes for the interpreters to return the call, before contacting non-opt out independent contractors, and will offer

the assignment to the most senior interpreter who is available and responds during the 60 minute window.

6. If an as-needed assignment is scheduled on the same day, the Court will make reasonable efforts to contact as needed and part-time interpreters as set forth above, and will offer the assignment to the first employee who responds as available.
7. Except for extraordinary circumstances, the Court will not contact non-opt out independent contractors for assignments until it has contacted or attempted to contact all the as-needed employees in that language pair. Extraordinary circumstances may include but are not necessarily limited to time constraints for same day assignments.
8. The Court will use the most current telephone number or another means of communication as provided by the interpreter.

**f. Other Provisions**

1. Independent contractors who were employed by the trial court within the region prior to July 1, 2004 will not be subject to the limitations as articulated in Government Code Section 71802 (c) (2).

**g. Full and Part-Time Job Vacancies**

1. Full-time and regular part-time job vacancies that the Court determines to fill will be filled by seniority from among current employee applicants on the basis of seniority in the applicable language pair in the home court.

**12.02 Cross-Assignment Compensation and Procedures**

**a. 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 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 3 of court interpreters who are employees of trial courts within Region 3. Cross-assignments shall be voluntary unless the interpreter has applied for and accepted a position that includes regular cross-assignment(s).

**b. Eligibility**

1. 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 assignments to provide services to more than one trial court within Region 3 or outside the region through cross-assignment. As provided in this Memorandum of Understanding, employees may accept regular long-term assignments in away courts with home court approval.

**c. Notification of General Availability and Lists**

1. 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 3 regional court interpreter coordinator in writing. The list of those interpreters who have agreed to be cross-assigned in Region 3 shall be generated and maintained by the Region 3 coordinator and distributed to all Region 3 local coordinators, and be provided to the union on a quarterly basis.

**d. Scheduling Cross-Assignments**

1. The home court will have the first right of assignment for employees. An employee may accept cross-assignment for any days that are not pre-scheduled with the home court, but must request permission to cross-assign on days the home court has scheduled the employee to work.
2. In the event of a multi-day cross-assignment offer, if the home court needs the employee for a portion of the cross-assignment and no other home court employee is unassigned and available, approval of the cross-assignment shall be contingent upon the employee being required to work the day(s) necessary in the home court. The home court will respond to the request for approval of a multi-day cross-assignment within two business days.

**e. Employee Priority for Assignment By Way of Cross Assignment**

1. When a court is unable to fill an assignment with an employee of that trial court or a local opt out interpreter, the court will give priority for the assignment(s) to employees of other trial courts in the region who have notified the Regional Coordinator that they are available for cross-assignments.

2. Upon agreement between the home court and the IPT or permanent full or part time employee, the home court may release the employee for cross-assignment in another Court.
3. "Opt-out interpreter" means an opt-out interpreter who provided services to the trial court prior to ratification of this Agreement.
4. Employees have region-wide priority for assignments and cross-assignments over non opt-out 100-day contractors and non-certified interpreters.
5. The Court will make reasonable efforts to contact interpreters who are available for cross-assignments. Reasonable efforts shall include:
  - (a) Contact the regional coordinator for available interpreters who have identified an interest in cross-assignment and offer assignments pursuant to the calling procedure below.
  - (b) If no IPT or regular part time interpreter is available, the Court shall contact certified and registered interpreters prior to contacting non-certified or unregistered interpreters.
  - (c) The Court shall maintain a record of all same day contacts and assignment given to any class of interpreter.
6. When the Court or designee becomes aware that an as-needed interpreter will be required, the Court or its agent will promptly call employees in accordance with the following procedure:
  - (a) When the Court or designee telephones as-needed interpreters (or contacts by other means if requested by the interpreter) to offer an assignment, and the assignment is scheduled two business days ahead, or more, the Court will allow three hours for the interpreters to return the call.
  - (b) When the Court or designee telephones or by other means contacts as-needed interpreters to offer an assignment, and the assignment is scheduled the next business day, the Court will allow sixty minutes for the interpreters to return the call.
7. The Court will use the most current telephone number provided by the interpreter or other means that the interpreter has provided.
8. This Section is not intended to eliminate regular long-term cross-assignments.

**f. Payment Schedule and Procedures for Cross-Assignment**

1. An employee who accepts a cross-assignment shall receive compensation from the home court consistent with this Memorandum of Understanding.
2. The home court shall pay, promptly, all reasonable expenses, incurred by the employee that are documented and consistent with the AOC travel expense policies, including travel time when allowable.



3. Employees on cross-assignment who work in two counties during the same day will earn two half-day rates.
4. Arrangements may be made for additional compensation by an away court to an employee for cross-assignments that qualify as unusual circumstances as defined in the Judicial Council Compensation Policies. A court shall not offer premiums to contractors unless the same offer has been made to available IPTs or part time or full time employees and none is available.

**g. Cancellations**

1. For as-needed cross-assignments to IPT 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 will be subject to notice as described in this section.
2. Any 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.
3. 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 8 hours. In the event that the employee cancels with less than 24 hours notice, they may be subject to disciplinary action.

**h. Cross-Assignment Procedures and Grievances**

1. 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 home court supervisor and shall be resolved subject to the terms of this Memorandum of Understanding.

**i. Records of Assignments**

1. The Court shall maintain a record of all same day contacts and assignments, and of all cross-assignment offers, made to any class of interpreters. The Court shall provide this information to the Union upon request.

**12.03 Video Remote Interpreting**

- a. Nothing in this Article shall be interpreted to limit a court's use of Video Remote Interpreting (VRI) for assignments or cross-assignments. In the event that the Region makes the preliminary decision to implement VRI for spoken language, it shall give ninety (90) days advance written notice to CFI and provide the opportunity to CFI to meet and confer regarding the impact of the decision. The Region shall not implement its decision to utilize VRI prior to April 1, 2014.

- b. The scope of the meet and confer over the impacts of the above decision shall include but not necessarily be limited to the following:
  - 1. Circumstances that are appropriate to VRI;
  - 2. Modes of interpretation;
  - 3. Protocols and procedures for appropriate 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 bandwidth;
  - 6. Training for interpreters and other court staff on use of the 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 the use of VRI; and,
  - 12. Compensation.

## **ARTICLE 13 – SENIORITY**

### **13.01 Seniority**

- a. Seniority shall be measured as stated below and used for the purposes of layoff, furlough (as set forth in Art. 16), and vacation scheduling.
- b. For those bargaining unit members who were hired by the Court as pro tempore employees on or before July 1, 2004, seniority shall be measured from the date the interpreter was first engaged by the home court as a certified or registered independent contractor or pro tempore, whichever came first. Absent additional documentation, this date shall be January 1, 1998 or later, as determined by court documentation. However, employees first engaged by the home court as a certified or registered independent contractor or pro tempore prior to January 1, 1998 may, within the first 90 days following ratification, submit to the court documentary evidence sufficient to establish an earlier date. Sufficient documentation shall include a copy of the initial oath on file with the Court or evidence of payment plus proof of the date of certification or registration. In such cases, the employee's seniority date shall be adjusted to a date prior to January 1, 1998.

- c. For those bargaining unit members who were hired as pro tempore employees after July 1, 2004, seniority shall be measured from the date they were first hired as an employee by the home Court.
- d. Seniority shall not be transferable to other courts in the Region.

## **ARTICLE 14 – SAFETY AND HEALTH**

### **14.01 Safety and Health**

- a. 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.
- b. The Court shall offer TB tests at no cost to the employee annually and at any time that an employee reasonably believes he/she may have been exposed to TB at work.
- c. The Court shall offer all employees training on tuberculosis and safety measures for working with prisoners and psychiatric patients.
- d. Employees and IPTs shall not be required to interpret for inmates or other individuals they reasonably believe have communicable diseases without electronic equipment that allows the employee or IPT to maintain a safe distance.
- e. Employees and IPT's shall not be required to interpret for inmates in a confined or locked space without law enforcement supervision.

## **ARTICLE 15 – MISCELLANEOUS**

### **15.01 Standard Performance Evaluations**

- a. In the event that the Region 3 Courts decide to provide regular performance evaluations of bargaining unit employees, the performance review process shall be subject to meet and confer at the local level prior to implementation regarding the impact on unit members.

### **15.02 Subcontracting Unit Work**

- a. The Courts shall only subcontract unit work presently performed or hereafter assigned to the collective bargaining unit consistent with the limitations set forth in Government Code Section 71802 except as otherwise provided in this Agreement. The Court agrees that it will not use Section 71802 for the purpose of reducing costs.

### **15.03 Scope of Duties and Assignment**

- a. 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: psychiatric evaluations; interviews with defendants and witnesses; sight translation of court documents; probate investigations; mediation sessions and child-custody evaluations or other interpretive services as required by the court. The term "interpretive services" is defined as oral interpretation or sight translation between two or more other persons.
- b. Any Region 3 trial court may establish, at its option, one or more Coordinating Interpreter positions within the bargaining unit. A Coordinating Interpreter position, if established, shall be, ordinarily, filled through a promotional recruitment from the existing employee pool. A Coordinating Interpreter shall not be assigned clerical duties which come within the scope of work of other bargaining units at the Court. A Coordinating Interpreter shall be paid ten percent (10%) above the salary step to which that interpreter is assigned.

### **15.04 Dress Standards**

- a. Employees of this unit shall dress in appropriate business attire.

## **ARTICLE 16 – LAYOFF, FURLOUGHS AND REDUCTION IN TIME**

### **16.01 Layoffs, Furloughs and Reduction in Time**

- a. Court management may release an employee or employees due to lack of work or desired cost savings.
- b. Releases from employment through layoff, furlough or reduction in time will be accomplished by reverse seniority order within language groups based on management's assessed needs.
- c. Interpreters laid off shall be placed on a language-group specific reemployment list in order of layoff with the last interpreter laid off being the first to be re-hired.

### **16.02 Mandatory Furloughs**

- a. In the event that the local court determines to require mandatory furlough days of interpreters, the parties agree as follows:
  1. Bargaining unit employees will not be required to take mandatory furlough days in greater number, or under conditions that are less than equal, to those local court employees in the linked bargaining unit;

2. Bargaining unit employees who are in furlough status will be eligible for cross-assignment on days when they are in furlough status at their home court. Employees on furlough status who apply for cross-assignment shall be offered available assignments in the Region before they are offered to independent contractors;
  3. The home court will not use independent contractors to interpret in the same language pair as bargaining unit employees on days when those unit employees are in furlough status.
- b. Except as noted immediately above, the parties agree that meet and confer regarding the impact of the local court's decision to furlough employees shall be conducted between representatives of CFI and representatives of the local court. Within the scope of such local meet and confer, the parties will include a rotation system to be used among furloughed employees if needed to ensure that all employees have equal opportunity to cross-assign as described above.

## **ARTICLE 17 – REQUIREMENT FOR CONTINUED EMPLOYMENT AND JOB ABANDONMENT**

### **17.01 Failure to Meet Requirement for Continuing Employment**

- a. This section shall apply to employees in the bargaining unit and may be used in lieu of disciplinary action when the only cause for action against an employee is his or her failure to meet a requirement for continuing employment.
- b. A Court may terminate an employee who fails to meet the requirement for continuing employment that is prescribed by the Administrative Office of the Courts. In lieu of termination, the appointing power may grant the employee a leave of absence up to no more than one year in length.
- c. For purposes of this section, requirements for continuing employment shall be limited to the acquisition or retention of specified licenses, certificates, registrations or other professional qualifications, education, or eligibility for continuing employment.
- d. When the requirements for continuing employment have been regained, the employee may be permissively reinstated by the Court. This section is not subject to the grievance or disciplinary appeal procedure.

### **17.02 Job Abandonment**

- a. 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.
- b. 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.

- c. 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.
- d. 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.

## **ARTICLE 18 – CORRECTIVE ACTION, DISMISSAL, AND APPEAL**

### **18.01 Corrective Action, Dismissal, and Appeal**

- a. This article shall not apply to employees in probationary, limited-term, supervisory or managerial status.
- b. The appeal provisions of this article shall not apply to counseling memoranda, or oral and written discipline.
- c. This article shall not apply to layoffs and/or reductions in force for organizational necessity.
- d. All discipline, other than dismissal, shall be corrective rather than punitive in nature.
- e. No disciplinary action shall be taken against an employee without cause. Cause is defined as a fair and honest cause or justification, regulated by good faith on the part of the party exercising the power. Cause may include, but is not limited to the following:
  - 1. Fraud in securing employment.
  - 2. Inexcusable neglect of duty.
  - 3. Insubordination.
  - 4. Dishonesty.
  - 5. Intoxication while on duty.
  - 6. The use of alcohol, non-prescription and/or other drugs or possession of illegal drugs while on court property.
  - 7. Inexcusable absence without leave, excessive absences or tardiness.

8. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty or a conviction following a plea of no contest is deemed to be a conviction within the meaning of this section.
  9. Political activity prohibited by state or federal law.
  10. Refusal to take and sign any oath or affirmation which is a federal, state or court requirement.
  11. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
  12. Misuse of court property.
  13. Possessing or bringing firearms, weapons, or hazardous or dangerous devices onto court property.
  14. Acceptance of a personal reward, gift, or other form of remuneration from a member of the public for the performance of official duties.
  15. Any other violation of court rule, policy or procedure.
- f. Counseling is an action designed to improve conduct or performance, which does not involve an adverse impact on rights, pay, or benefits. Disciplinary action is an action imposed on a non-probationary interpreter employee when counseling has proven ineffectual or when the interpreter's misconduct is serious enough to warrant immediate discipline. All disciplinary action, except written and oral discipline, shall be subject to the Grievance and Arbitration provisions of this Agreement.
- g. Disciplinary action includes: oral and written discipline, suspensions without pay, reduction in pay, demotion, or dismissal. An employee shall only have the right to file a written response to a written discipline. Such response shall be filed with the Court within 30 days. The response shall be maintained in the personnel file together with the written discipline.
1. Suspension – This is an action by which an employee is temporarily removed from employment with the respective employer court and/or all opportunity of employment with any other Trial Court within the region without pay.
  2. Reduction in Pay – This is a reduction, for a defined period of time, to a lower pay step within the same classification.
  3. Demotion – This action is a reduction to a lower paid job classification with a lower maximum pay.
  4. Dismissal – This action forfeits all rights to employment with the Trial Court. Provided, however, the Court may, at its sole discretion, rehire the employee after a period of at least one year.

- h. The Court may place an employee on administrative leave with pay in order to review or investigate allegations of conduct that, in the Court's view, would warrant relieving the employee immediately from all work duties. An investigatory leave with pay shall not be considered corrective action as defined in this article. Prior to being placed on investigatory leave, the employee shall be provided with written notification of the expected duration of the leave, the reason for the leave, and the allegations being investigated.
- i. When the Court intends to suspend, dismiss, demote, or reduce the pay of an employee, written notice of its intent shall be given to the employee ten (10) days prior to the effective implementation of the action. Such notice shall be made either by delivery of the notice to the interpreter in person, or by placing the notice of intent in the United States mail, first class postage paid, in an envelope addressed to the interpreter at the interpreter's last known home address. In either case, a copy of the notice of intent shall be sent by United States mail, first class postage paid to the Union. It shall be the responsibility of the interpreter to inform the Court in writing of any change of home address. Whether delivery is made in person or by mail, the notice of intent shall contain a proof of service indicating the date on which the notice of intent was personally delivered or mailed. Such date of personal delivery or mailing shall be the "date of issuance" of the notice of intent.
- j. The notice of intent shall:
  - 1. Inform the employee of the action intended, the specific grounds and particular facts upon which the disciplinary action will be taken, and the effective date of the action.
  - 2. Include a copy of the charge and materials upon which the charge(s) are based.
  - 3. Inform the employee of the right to respond and to whom to respond within the time limits outlined below, either orally or in writing, in accordance with Section K below.
- k. The employee shall be entitled to respond, orally or in writing, to the notice of intent described in Section J above. If the written notice is delivered in person to the employee, the employee's response must be received within ten (10) court days from the date of issuance of such notice of intent in accordance with instructions given by the Court in the written notice. If the written notice is mailed to the employee and the Union, the interpreter's response must be received within fifteen (15) court days from the date of issuance of such notice of intent.
- l. After review of the interpreter's timely response, if any, the Court shall issue a determination on the notice of proposed disciplinary action. Said action may not include discipline more severe than that described in the notice of intent; however, the Court may reduce such discipline without the issuance of a further notice of intent. A copy of the letter of corrective action/suspension will be sent concurrently to the Union.



- m. If the disciplinary action includes suspension, a dismissal or demotion/reduction in pay, the employee or the Union on behalf of the employee, may file a notice of appeal in writing, within twenty (20) court days of the date that the court served the notice of the disciplinary action. Appeals of suspension, dismissal or demotion/reduction in pay shall be initiated at the arbitration stage of the Grievance Procedure. If no such appeal is filed in a timely manner, the employer court determination of disciplinary action shall stand.

## **ARTICLE 19 – PROFESSIONAL CONDUCT**

### **19.01 Compliance with Professional Conduct Requirements**

- a. 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. However, if the Judicial Officer directs an interpreter to continue interpreting, the interpreter shall comply with the Judicial Officer's direction. This Article shall not be grievable.

## **ARTICLE 20 – PAYROLL DEDUCTIONS AND DUES**

### **20.01 Agency Shop**

- a. 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.

### **20.02 Religious Exemption**

- a. 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. Proof of those payments shall be made by the employee on a monthly basis to the Union that employs the employee as a condition of continued exemption from the requirement of financial support to the Union.

### **20.03 Payroll Deductions**

- a. 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.
- b. Thirty (30) calendar 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.
- c. 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.

### **20.04 Financial Reporting**

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

## **ARTICLE 21 – TERM**

### **21.01 Term**

- a. This Agreement shall remain in full force and effect from October 1, 2012 to and including September 30, 2015.

## **APPENDIX A**

### ***LIST OF LINKED BARGAINING UNIT IN EACH REGION 3 EMPLOYER COURT***

<b><u>R3 Employer Court</u></b>	<b><u>Linked Bargaining Unit</u></b>
El Dorado.....	International Union of Operating Engineers - Stationary Engineers, Local 39
Fresno.....	Service Employees International Union, Local 521 – Unit 6
Kern.....	Service Employees International Union, Local 521
Kings.....	Service Employees International Union, Local 521
Madera.....	Superior Court of California, County of Madera Employees Association/American Federation of State, County & Municipal Employees, Local 2703
Merced.....	Public Employees Union, Local 1 – Merced Trial Court Employees
Mono.....	International Union of Operating Engineers - Stationary Engineers, Local 39
Placer.....	International Union of Operating Engineers - Stationary Engineers, Local 39
Sacramento.....	United Public Employees, Local 1 – Office Technical Unit
San Joaquin.....	Service Employees International Union, Local 1021 – Office and Office Technical Unit
Stanislaus.....	Stanislaus Employee Association, American Federation of State, County & Municipal Employees, Local 10
Sutter.....	Sutter-Yuba County (Court) Employees Association, Local 1
Tehama.....	International Union of Operating Engineers - Stationary Engineers, Local 39
Tulare.....	Service Employees International Union, Local 521 – General Unit
Yolo.....	International Union of Operating Engineers - Stationary Engineers, Local 39

Signature Page re:

Agreement between the

**Superior Courts of California - Region 3**

and the

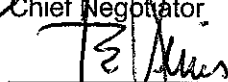
**California Federation of Interpreters/  
Newspaper Guild-Communications Workers of America, Local 39521**


Dated 9-5-2013

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**Superior Courts of California - Region 3  
Negotiating Committee**

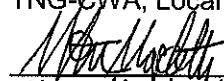
  
Joseph E. Wiley  
Chief Negotiator

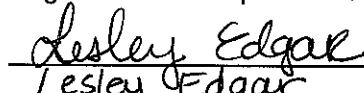
  
Jeffrey E. Lewis  
Co-chair, Region 3 Court Interpreter  
Employment Relations Committee

  
Sheran Morton  
Co-chair, Region 3 Court Interpreter  
Employment Relations Committee

**CFI/TNG-CWA, Local 39521  
Negotiating Committee**

  
Carl Hall  
Executive Officer  
TNG-CWA, Local 39521

  
Matt Marchetti  
Region 3 Union Representative

  
Lesley Edgar  
Region 3 Union Representative