MEMORANDUM OF UNDERSTANDING

Between and For

THE CALIFORNIA FEDERATION OF INTERPRETERS,
LOCAL 39000

And

THE SUPERIOR COURTS OF CALIFORNIA - REGION 4
IMPERIAL, INYO, ORANGE, RIVERSIDE, SAN BERNARDINO AND SAN DIEGO
COUNTIES

JULY 31, 2014 - JUNE 30, 2018

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ARTICLE 1- PURPOSE

It is the purpose of this Memorandum of Understanding (MOU) to promote and provide for harmonious relations, cooperation and understanding between the Courts and the employees covered by this MOU, and sets forth the understanding reached by the parties as the result of good faith negotiations regarding the wages, hours and other terms and conditions of employment.

ARTICLE 2 - RECOGNITION

a. Court Management hereby recognizes CFI Local 39000, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of all employees in interpreter classifications of the Superior Courts of California in Region 4, except for those referenced in c below.

b. Region 4 Courts are Imperial, Inyo, Orange, Riverside, San Bernardino, and San Diego.

c. Excluded from this unit are court interpreters represented in another unit as provided in Government Code section 71828 (d)

Unit work

Except as expressly set forth in this MOU, no one except employees of this bargaining unit shall perform bargaining unit work. 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 and programs and sight translation of court documents; as well as all 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.

Non-Unit Work

Interpreting assignments not controlled by the Court.

ARTICLE 3 - AUTHORIZED AGENTS

Section 1: Negotiation of the MOU

For the purposes of negotiations regarding the Memorandum of Understanding:

A. The principal authorized agent for the courts within Region 4 shall be the Chair Person of the RCIERC.

B. The Union's principal authorized agents shall be the Executive Officer, CFI Local 39000 or his/her duly authorized representative (725 Washington Street, Oakland, CA 94607; telephone 510-663-4661); and the CFI Local 39000 Court Interpreter Unit President or his/her duly authorized representative (address: 725 Washington Street, Oakland, CA 94607; telephone 510-663-4661).

Section 2: Administration of the MOU

For the purposes of administering the terms and provisions of this Memorandum of Understanding:

A. For the courts in Region 4, the principal authorized agent shall be the Executive Officer or designee for each Superior Court in the Region (see Attachment for address) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. The Union's principal authorized agents shall be the Executive Officer, CFI Local 39000 or his/her duly authorized representative (address: 725 Washington Street, Oakland, CA 94607; telephone 510-663-4661); and the CFI Court Interpreter Unit President or his/her duly authorized representative (address: 725 Washington Street, Oakland, CA 94607; telephone 510-663-4661).

ARTICLE 4 - NON-DISCRIMINATION (Employee Rights)

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the 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 exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of any protected class provided by law.

This provision shall not be used to prejudice an employee from asserting individual rights and remedies provided by law for discrimination.

ARTICLE 5 - TERM OF CONTRACT

This Memorandum of Understanding (hereafter "MOU") is entered into by the Region 4 Court Interpreter Employment Relations Committee (hereafter designated as the "Region") and the California Federation of Interpreters, Local 39000 (hereafter designated as the "Union") as a mutual agreement between the Courts within Region 4 of those wages, hours, and conditions of employment which are to be in effect during the period from 8:00 a.m. beginning the first pay period after written receipt of notice of ratification (notice of ratification given on May 28, 2015) through June 30, 2018, for those employees working in the represented unit.

Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this MOU is given by one party and received by the other no later than ninety (90) days before the expiration of this MOU.

ARTICLE 6 - DISCIPLINE POLICY

1. Policy Statement

It is the policy of the Courts within Region 4 that, for employees in this bargaining unit, discipline up to and including termination shall be for cause and in accordance with the provisions of this policy. For cause is a fair and honest cause or reason, regulated by good faith.

The existence of a for-cause policy shall not be construed to provide, either explicitly or implicitly, a civil cause of action for breach of contract, either implied or express. Moreover, the procedure for any employee seeking a remedy who believes the Court has not complied with this employment protection system or who challenges a disciplinary decision shall be to first exhaust available administrative remedies set forth in this Article.

Discipline will usually be imposed progressively. Progressive discipline will normally include one or two warnings (oral or written) and suspension before termination is imposed. However, subject to the appeal process contained herein, deviations from this procedure may occur whenever the court determines that circumstances warrant that one or more steps in the progressive discipline procedure be skipped. Accordingly, circumstances may warrant an immediate suspension or termination.

The Court Executive Officer or designee may place the employee on paid administrative leave. This administrative leave with pay shall not be considered corrective action as defined in this Article.

Probationary employees are excluded from the "for cause" policy and are not entitled to the protections provided by this policy.

2. Covered Disciplinary Action

a. These actions constitute formal discipline subject to appeal:
Dismissal
Demotion
Suspension
Reduction in Pay

b. The following preliminary or informal disciplinary action shall not be subject to appeal:

Preliminary Discipline:

- Oral Warning
- Oral Reprimand
- Counseling
- Written Warning
- Written Reprimand

3. Notice of Proposed Action

a. Before the Court Executive Officer or designee issues a written notice of disciplinary action which suspends, demotes, reduces an employee's pay or removes an employee pursuant to this policy, the pre-removable safeguards to the extent required by *Skelly v State Personnel Board* (1975) 15 Cal. 3d 194 shall be followed. These pre-removal safeguards must include:

(1) notice of the proposed action,
(2) the reason therefore,
(3) a copy of the charges,
(4) an opportunity to examine any materials upon which the action is based, and,
(5) the right to respond, either orally or in writing, to the Court Executive Officer or designee imposing the discipline.

b. Except as otherwise provided, an employee against whom a disciplinary action of suspension, demotion, reduction in pay or removal is proposed is entitled to remain in active status during the notice period. In the event the Court Executive Officer or designee determines that it is appropriate, the Court Executive Officer or designee may place the employee on leave or temporarily transfer the employee.

If the employee cannot be found at the employee's place of work or residence for notification of proposed discipline, the Court Executive Officer or designee may thereafter proceed to impose discipline in the matter otherwise required by these rules.

c. If after notice, the Court Executive Officer or designee decides not to discipline the employee, the employee shall be so notified following the answer.

4. Written Order of Disciplinary Action

The Court Executive Officer or designee shall cause to be served on the employee, either personally or by sending a notice to the employee's last known address, a written notice stating the specific disciplinary action and the factual grounds therefore. It shall be the responsibility of the employee to advise the Human Resources Department of the Court of his or her current address. Service on the last address provided by the employee shall be deemed adequate.

5. Employee Appeal of Disciplinary Action

An employee may appeal in writing to the Court's Executive Officer or designee a written notice imposing formal discipline of termination, suspension, reduction in pay or demotion within ten (10) calendar days of service of said order. Except as specified herein, appeals of other matters shall be conducted in accordance with the provisions of the Memorandum of Understanding and the Personnel Rules. Verbal and written reprimands shall not be subject to appeal. However, the employee may provide a written response and the response shall be placed in the employee's personnel file.

6. Selection of Hearing Officer

Upon receipt of a timely appeal, an impartial hearing officer shall be named to hear the matter. The hearing officer shall not be an employee or judge of the Court issuing discipline. Within ten court business days of the date the employee files the notice of appeal, the parties will attempt to mutually select an experienced labor arbitrator to hear the case. The selection process may be extended by mutual agreement. If the parties have not mutually selected an arbitrator within the selection period, they will request a list of seven (7) hearing officers from the State Mediation and Conciliation Service or another mutually acceptable source and will select a hearing officer from this list. If the parties are unable to reach mutual agreement, the parties, after coin toss, will alternately strike the names from the list to choose the hearing officer.

7. Costs of Hearing

Costs incurred for the hearing will be divided equally and paid by the Court and the appealing party. If a written transcript of the record is requested, the party requesting the written transcript will pay the stenographic costs.

8. Conduct of Hearing

a. Whenever a hearing on any disciplinary action is to be held, the Court Executive Officer or designee shall notify the employee requesting the hearing of the date, time and place of the hearing.

b. The employee requesting the hearing and the Court Executive Officer or designee shall both be entitled to appear personally at the hearing, to produce evidence and to have counsel at the hearing. The strict rules of evidence shall not apply. Hearsay is admissible, but cannot be the sole basis for making a finding of fact.

c. The employee requesting the hearing may be represented by any person. The representative selected shall not adversely affect the hearing or any other hearing.

d. Unless otherwise mutually agreed upon by the employee and the Court's representative, during the hearing, any and all witnesses to be called by either the employee or the Court shall be excluded from the hearing room unless actually testifying. Provided, that both the employee and the Court may designate a person, who shall not be subject to the exclusion herein, who has investigated the matter at issue in the hearing and/or whose assistance during the hearing is necessary to the efficient conduct of the hearing.

e. The hearing shall proceed generally as follows:

(1) The Court's representative and the affected employee may make preliminary opening statements.

(2) The Court's representative shall present oral and/or documentary evidence in support of the Court's position; the affected employee may cross-examine any witness called by the Court.

(3) The affected employee may present evidence in the employee's own behalf; the Court's representative may cross-examine such witnesses as are called by the affected employee.

(4) Both the Court and the affected employee may subpoena witnesses and present rebuttal evidence as they deem necessary and appropriate. The hearing officer shall have the authority to issue subpoenas for attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided in California Code of Civil Procedure section 1282.6.

(5) The hearing officer shall rule on any objections made to the admissibility of evidence or otherwise relating to the conduct of the hearing. Such rulings shall be final.

(6) The Court's representative and the affected employee may make closing statements.

f. The hearing officer's decision shall be limited to the issue of whether cause existed for the discipline imposed. The hearing officer does not have authority to add to, detract from, alter, amend, or modify the MOU or any of the court's rules, policies or procedures.

g. The hearing officer's decision shall be final and binding. Such decision may be reviewed only pursuant to the California Code of Civil Procedures, Section 1280, et seq.

ARTICLE 7 - GRIEVANCE PROCEDURE

Purpose

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:
-To resolve grievances informally at the lowest possible level.
-To provide an orderly procedure for reviewing and resolving grievances promptly.

Definitions

A. Wherever used, the term "employee" means either employee or employees, as appropriate.
B. Whenever used, the term "grievant" means employee or group of employees or the Union.
C. As used in this procedure, the term "immediate supervisor" means the individual identified by the Court Executive Officer or designee.
D. 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.
E. "Business Days" means court days.
F. 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.

Time Limits

None of the parties shall delay the processing of a grievance at any step of the established procedure.

If the Court fails to respond to a grievance within the time limits specified at that step, the grievant shall have the right to appeal to the next step.

Failure by the grievant to respond within 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.

Any level of review, or time limits established in this procedure, may be waived or extended by mutual agreement of the parties and confirmed in writing.

By mutual written agreement, the grievance may revert to a prior level for reconsideration.

Employee Rights

A. 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.

B. 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.

C. 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.

D. 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.

E. Employees who are witnesses in a formal grievance meeting may attend formal grievance meetings on paid court time.

Informal Conference

The employee may discuss any potential grievance with his or her immediate supervisor within eight (8) business days after the occurrence or discovery of the alleged grievance to attempt to resolve the matter in an informal manner. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with the employee at a mutually satisfactory time. The employee may elect to have a union representative attend such meeting. The immediate supervisor shall respond to the employee within eight (8) business days after the initial conference. Any informal resolution of a dispute at this step shall not set a precedent. Participation in this informal step shall not extend the deadline for filing a formal grievance.

Formal Grievance Procedure - Step 1

A. No later than twenty (20) 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.

B. 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 home 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:
1. The name(s) of the grievant(s) and representative;
2. The specific provision of the MOU alleged to have been violated;
3. The date, time and place of occurrence;
4. Brief summary of the grievance;
5. Steps that were taken to secure informal resolution;
6. The remedy requested;
7. Signature of the grievant(s) and the date filed; and
8. The address(es) to which all correspondence and responses should be sent.

C. 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 meeting, the court management representative shall respond in writing to the grievance.

D. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

Formal Grievance - Step 2

A. Within ten (10) business days after receipt of the decision at Step 1, the grievant may appeal to the Court Executive Officer or designee, using a copy of the grievance.

B. Within ten (10) business days from the date the submitted grievance appeal to Step 2 is received, the Court Executive Officer 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 Court Executive Officer or designee will provide a written decision not more than ten (10) business days following such grievance appeal meeting.

C. If the Court Executive Officer or designee fails to provide a written decision within the specified time limit, the Union may elect to refer the unresolved grievance to arbitration.

D. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

Arbitration - Step 3

A. Within thirty (30) business days from receipt of the written decision of the Court Executive Officer 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 Court Executive Officer or designee.

B. If no written request for arbitration is made within thirty (30) business days, the decision of the Court Executive Officer or designee shall be final and binding. If the Court Executive Officer 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.

C. Within ten (10) business days after receipt of a timely written request for arbitration, the parties will attempt to mutually select an experienced labor arbitrator to hear the case. The selection process may be extended by mutual agreement. If the parties have not mutually selected an arbitrator within the selection period, the Court Executive Officer or designee shall request the names of seven (7) available arbitrators from the State Mediation and Conciliation Service (SMCS) or the Federal Mediation and Conciliation Service (FMCS) or other mutually acceptable source 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.

D. 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.

E. Upon mutual agreement of the parties, a pre-arbitration meeting may be held.

F. 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 shall be submitted to arbitration.

G. The written decision of an arbitrator resulting from any arbitration or grievance shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

H. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be final and binding.

ARTICLE 8 - MANAGEMENT RIGHTS

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 an express provision of this MOU. Additionally, it is the exclusive right of 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 other 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 mutual written agreement by the Region and the Union.

In view of the unique and special responsibilities of the trial courts in the administration of justice, the courts retain their 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 9 - FULL UNDERSTANDING, MODIFICATION AND WAIVER

Section 1

This MOU sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation, during the term of this MOU.

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.

Section 2

It is understood and agreed that the provisions of this Section 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. It is recognized that during the term of this agreement it may be necessary for the courts to make changes in policies, procedures or practices affecting the employees in the Unit.

When the Courts find it necessary to make such a change it 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.

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 Division of Conciliation of the Department of Industrial Relations for mediation in accordance with Government Code Section 71820.

ARTICLE 10 - PROVISIONS OF LAW

This MOU is subject to all current and future applicable Federal, State, and county laws or regulations.

If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State or county laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected thereby.

ARTICLE 11- PROBATIONARY PERIOD

Regular employees hired into classes in the Unit shall serve a probationary period of 2080 paid hours from the date of hire ending with the first day of the pay period following completion of said period.

A probationary employee may be released at any time within the probationary period and shall have no right to appeal or a hearing in regard to his/her separation.

ARTICLE 12 - NEW EMPLOYEES

Prior to being assigned to interpret alone in a court proceeding, a newly hired interpreter with no previous California Trial Court experience will receive three (3) days paid in-service training with an experienced employee who will mentor (consistent with Court policy) the new interpreter in various aspects of court interpreting which may include, but not be limited to, the following areas:

-Interpreter ethics and rules of Court

-Courtroom protocol

-Court functions

-Simultaneous interpretation of off-record matters

-Consecutive interpretation of off-record matters

-Sight translation of waiver forms and other courtroom documents

-Safety issues

-Use of equipment

Experienced employees shall meet the following criteria:

- A minimum of two (2) year's experience as a California certified/registered court interpreter within a Court.
- Satisfactory performance evaluations.
- State license up-to-date in accordance with Judicial Council requirements.

Experienced employees may volunteer to be included on an approved list. Management shall place the newly hired interpreter with an experienced employee on the list. However, where experienced employees are unavailable the court shall assign an interpreter from the employer court, when able, to assist the newly hired interpreter.

ARTICLE 13 - UNION BROCHURE

The Court will distribute a Union provided brochure/packet to each new employee appointed to a classification covered by this Memorandum of Understanding during the orientation process. The brochure/packet shall be prepared by authorized representatives of the Union, subject to review by the Court. The Union will bear the preparation cost of materials.

ARTICLE 14 - EMPLOYMENT STATUS

An interpreter gains regular status upon being hired into a regular position and the employee's satisfactory completion of the required probationary period. Regular positions may be established by the employer court as either full-time or part-time.

An intermittent interpreter employee is a non-benefited employee working on an as-needed basis with no guarantee of continued offers of assignment.

ARTICLE 15 - SENIORITY

Seniority shall be based on the date of hire into a regular position within the same language pair. Seniority within the same language pair shall be used for the purposes of layoff; breaking ties for approval of vacation preference within building locations; and assignment of intermittent

employees (effective 120 days after ratification of this agreement). However, same day assignments for intermittent interpreters shall not be based on seniority. For each assignment, the Court shall only be obligated to contact the intermittent interpreter one time by telephone. If the intermittent interpreter is unavailable or does not accept the assignment, the Court shall offer the assignment to the next senior interpreter in that language pair.

An employee who separates employment from the Court and is re-hired by the Court shall have a seniority date based upon the re-hire date.

An interpreter's seniority at one California Trial Court shall not be transferable to other State Trial Courts within the Region.

For those bargaining unit members who were hired as CIPTs on or before January 31st, 2004, the date the interpreter was first engaged in that language pair by the employer court as a certified/registered interpreter shall be their seniority date.

For those bargaining unit members who were hired as CIPTs on or after February 1, 2004 and before July 1, 2005, such date of hire shall be their seniority date.

ARTICLE 16 - ASSIGNMENTS

Employees in regular positions may have either a regular or floater assignment. However, there may be occasions when employees may be assigned to any area, work location or court facility within the employer court to meet the needs of the Court. Employees are required to report to their supervisor or designee upon completion of their assignments of their availability for other assignments.

Individuals are hired into job classifications and not for specific positions.

Assignments are defined as follows:

A. Regular assignment: A regular assignment may be full or part time and the employee typically works at a specific courthouse or location on an on-going basis.

B. Floater assignment: A floater assignment is an assignment that is either full or part time and the work location may vary from day to day or could include multiple locations throughout the working day.

C. As needed intermittent employee: Based on the occasional needs of the Court.

Future positions after initial assignments have been made will be filled in accordance with the employer court's recruitment policies. Employees wishing a change in assignment may request to have their name placed on a list of candidates to be considered for available positions.

Employees who are assigned to perform interpreter services in more than one language on the same day, where the employee is certified or registered in both languages, shall receive a differential of $30.00 for a full day assignment and $20.00 for a half day assignment.

Nothing in this MOU shall be interpreted to limit the court's use of Video Remote Interpreting for assignments or cross assignments. In the event the Region makes the decision to implement VRI for spoken language it will give ninety (90) days advance written notice to the Union and shall,

upon request, meet and confer regarding the impacts of that decision. The Region shall not implement its decision to utilize VRI prior to September 30, 2015.

ARTICLE 17 - INTERMITTENT INTERPRETERS

The following provisions pertain to Intermittent Interpreters hired after July 1, 2005, according to Government Code 71802 (c) (2).

Once an employee classified as an intermittent interpreter accepts a work assignment, both the employer court's decision not to provide work and the intermittent interpreter's decision to reject the assignment will be subject to 24-hour or one business day advance cancellation notice, whichever is more. An intermittent interpreter who does not comply with a 24-hour or one business day cancellation notice may be subject to discipline. If an employer court fails to provide a 24-hour or one business day cancellation notice, the intermittent interpreter shall be compensated for the number of hours he/she was scheduled, not to exceed (8) hours.

Intermittent employees shall be guaranteed not less than four hours per one-half day assignment, provided the intermittent employee agrees to be available for assignment by the Court for the full half-day session.

An intermittent interpreter employed by a Superior Court may not contract interpreter services with another California State Trial Court in their certified/registered languages, but may accept assignments to provide services to more than one court through cross-assignments.

ARTICLE 18 - CROSS-ASSIGNMENT PROCEDURES

Definitions

(1) ***Employer court:*** The superior court in which the court interpreter is an employee. An employee's employer court includes all locations of a Superior Court within a county.

(2) ***Away Court:*** The superior court in which the court interpreter is temporarily cross-assigned.

(3) ***Cross assignment:*** Any assignment to perform spoken language interpretation for a superior court other than the interpreter's employer 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.

Procedure

This article covers cross-assignments within Region 4 of court interpreters who are employees of trial courts within Region 4. Unless specified by the position, cross-assignments shall be strictly voluntary and shall be addressed on a case-by-case basis by affected interpreters and trial courts. Trial Courts may create new employee positions that may require that the interpreter accept

certain defined cross-assignments. For employees who accept positions that require cross assignment, employees will be cross-assigned as directed by the Court.

1. Beginning on the effective date of this MOU, when a Trial Court in Region 4 is unable to fill an assignment with a "Group 1" interpreter (an employee employed by that trial court or an opt-out interpreter for that trial court), the trial court will make a good faith effort to fill that assignment with an employee who is available for a cross-assignment before turning to "Group 2" interpreters (i.e. 100-day contractors) and "Group 3" interpreters (i.e. non-certified and non-registered interpreters).

2. A good-faith effort to fill assignments with employees employed by other trial courts means offering the assignment to employees through the AOC regional assignment coordinator and using interpreter employees when they are available. A good-faith effort means an effort that is reasonable under the circumstances of the particular assignment, including but not necessarily limited to the location of the courthouse, language, and amount of advance notice, and consistent with a genuine desire to use interpreter employees on cross-assignment when Group 1 interpreters are unavailable. If the AOC ceases to provide a full-time regional assignment coordinator, the parties will meet and confer regarding amendments to this agreement.

3. This agreement applies only to employees employed by other trial courts if:

a) The employee is employed by a Region 1 or Region 4 trial court; and

b) The employee has notified the AOC regional coordinator in writing that the employee wishes to be considered for cross-assignments to that trial court.

c) Nothing in this agreement, however, precludes the trial courts from using other employees for cross-assignments.

d) With respect to the Inyo and Imperial County Superior Courts, this agreement applies only to interpreter employees who have notified the AOC regional coordinator they are specifically interested in cross-assignment to Inyo County or Imperial County and who reside within 150 miles of the assignment. Nothing in this agreement however precludes the Inyo and Imperial County Superior Courts from using other interpreter employees for cross-assignment.

4. This article does not obviate any duty that may be imposed on the trial courts by statute or by the California Rules of Court with respect to using certified and registered interpreters for certain proceedings.

5. The employer court will have the first right of assignment for its employees. Employees may accept an offer of cross-assignment when the employer court has not scheduled the employee on the day in question.

6. An employee who accepts a cross-assignment shall receive compensation from the employer court consistent with this MOU. Cross-assignments shall be paid at the interpreter's regular hourly rate. An interpreter employee who accepts a cross-assignment shall also be compensated for reasonable travel time, in excess of one (1) hour in each direction, per cross-assignment. Employee status as defined in the MOU may be affected by virtue of cross-assignment only at management's discretion.

7. Nothing in this MOU shall be interpreted to limit the court's use of Video Remote Interpreting for assignments or cross assignments. In the event the Region makes the decision to implement VRI for spoken language it will give ninety (90) days advance written notice to the Union and shall, upon request, meet and confer regarding the impacts of that decision. The Region shall not implement its decision to utilize VRI prior to September 30, 2015.

ARTICLE 19 - HOURS OF WORK

This article describes the normal hours of work. Regular hours of work each day shall be eight (8) hours. Regular hours per week shall be forty (40). The normal workweek shall consist of five (5) business days as determined by the employer court. Work ordered and performed in excess of forty (40) hours of paid time in a workweek shall be overtime. The schedule of working hours will be set by the courts' Executive Officer.

Typically the eight hour work schedule is 8:00 a.m. to 5:00 p.m. However, flexibility in work schedules within the eight hour work day other than 8:00 a.m. to 5:00 p.m. may be permitted as long as the schedule does not interfere with the operational needs of the Court. Flexible daily work schedules, other than 8:00 a.m. to 5:00 p.m., are subject to approval by the Executive Officer or designee.

Regular part-time employees shall be assigned work in increments of four hours. If a court session extends beyond such four hours, additional time worked shall be paid on an hourly basis. Part-time regular employees assigned only a four-hour morning assignment who are requested to work in the afternoon may accept or decline those additional afternoon hours, with such additional hours in the afternoon to be paid on an hourly basis. (Regular part-time employees in San Bernardino may be regularly scheduled between 41 and 44 hours in a pay period for the purpose of ensuring benefits.)

Regular full-time employees will be required to be available for work for eight hours; any time off taken must be covered by their accruals (vacation or sick leave, as appropriate) or leave without pay.

Regular employee may be regularly scheduled more than four and less than eight hours a day, paid on an hourly basis, with the mutual agreement of the employee, the union and the court.

Bargaining unit employees shall be eligible for compensatory time off to the same extent and under the same rules as those employees in their home court as provided in the bargaining units set forth in Article 25, Health Care.

ARTICLE 20 - PROFESSIONAL STATUS AND BEST PRACTICE

Court interpreters will perform their duties in accordance with the Judicial Council's Rules for Professional Conduct for interpreters. (Currently Rule 984.4) 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.

Section 1 - 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. To the extent the Court determines that team interpreting is appropriate, the Court will make reasonable efforts to provide a second interpreter.

The parties agree that team interpreting will be a topic discussed by the Joint Labor/Management Committee instituted by this MOU.

Section 2 - Pre-appearance Interviews: Review of Documents and Preparation Time

Consistent with Rules of Court (currently Appendix, Section 18) the parties recognize that for good cause the Court should authorize a pre-appearance interview. Interpreters may, in an appropriate manner, request such pre-appearance interviews and review of documents ahead of time. The Court recognizes the right of interpreters to do so.

Section 3 - Sight Translations and Recorded Foreign Language Media

Interpreters shall perform sight translations of documents 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 simultaneous translation of foreign language audio/visual 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 translation.

Section 4 - Interpreting for both prosecution and defense

The Court in its discretion may provide separate interpreters to each party, in proceedings where interpreters are required for both the prosecution and the defense.

ARTICLE 21- PROFESSIONAL DEVELOPMENT

The parties recognize the importance of continuing training and education of employees in order to maintain a highly qualified and effective workforce in the delivery of interpreter services.

Mandatory Training Classes

Employees shall attend training classes as required by the Administrative Office of the Courts (AOC) and/or their respective employer court. Subject matter covered in these training classes may include but is not limited to diversity issues in the workplace, ethical behavior, sexual harassment, and customer service.

In-House Training Classes

Employees may request approval to attend training classes offered by their respective employer court during regular working hours in accordance with the following conditions:

- The training is job related

- Attendance at the training sessions will not interfere with or negatively impact Court operations, i.e., there is sufficient coverage to allow for employee's absence from the job for the duration of the training sessions.

- Requests to attend training are submitted within a reasonable period of time prior to attendance to ensure appropriate review, coverage, scheduling and approval processing.

- Approval as appropriate for each employer court is received prior to attending the training. In approving or denying a request for training, the immediate supervisor and manager may consider the employee's work performance, current workload and attendance.

- The Region will make reasonable efforts to make continuing education (CIMCE) classes available to interpreters.

Professional Seminars

In accordance with the training policies and procedures applicable in their respective employer court, employees may request approval to be absent to attend professional and educational programs, seminars and conferences that will lead to an increase in knowledge, skills and abilities to enhance job performance or career development. For these purposes or for Court Interpreter Minimum Continuing Education (CIMCE) approved seminars/conferences, management shall grant a total of no more than eight (8) hours of paid leave per fiscal year. Such paid leave will include travel time but under no circumstances shall the total leave time permitted exceed 8 hours.

ARTICLE 22 - PAYDAY

Employees in the Unit shall be paid on the same dates and in the same manner as all other Court employees. The Court will notify employees and the union of changes in the payday schedule.

ARTICLE 23 - SALARY

Effective the first full pay period following ratification, the following salary range will be effective for regular full-time and regular part-time employees. Transitioned employees will be placed on Step 2 of the salary range.

Step	1	2	3	4	5
Hourly	33.10	34.12	35.14	36.20	37.29
Approx.. Annually	68,8556.74	71,977.71	73,098.69	75,305.36	77,554.88

Effective the first full pay period in January 2016, all employees in the bargaining unit shall receive a 2% increase to their base wage.
Effective the first full pay period in January 2017, all employees in the bargaining unit shall receive a 2% increase to their base wage.
Effective the first full pay period in January 2018, all employees in the bargaining unit shall receive a 2% increase to their base wage.

Regular employees in good standing will advance one step in the range effective the beginning of the next pay period after completion of 2080 hours paid time in a regular position. Intermittent employees shall be paid at step 4 for the duration of this Agreement.

New regular employees will be hired at Step 2, unless the employer court in its sole discretion determines to place such individual at a higher step.

ARTICLE 24 - EMPLOYEE PAYCHECK ERRORS

In the event that a paycheck error occurs, the parties agree that the procedures for payment or reimbursement will be those procedures utilized by the employer court's payroll processing agency. The Court will use its best efforts to work with the affected employee and the payroll processing agency to facilitate and resolve the correction as quickly as possible.

In situations involving overpayments, the affected employee should notify the court within one pay period of such overpayment so appropriate actions can be initiated to resolve the situation as quickly as possible.

ARTICLE 25 - HEALTH CARE

Eligibility criteria for the employer court's health benefits (medical, dental, vision and other welfare benefits where applicable) provided in the non-management benefit plan applicable at the respective employer court as listed below, shall govern the appropriate employee eligibility contribution rates and benefits for regular full-time and regular part-time interpreters.

Imperial	ICCEA Clerks Unit
Inyo	ICEA
Orange County	General Unit
Riverside	Support Services Unit
San Bernardino	Support Services Unit
San Diego	General Clerical Unit

Only regular full-time and regular part-time employees are eligible for health care benefits.

The Courts will promptly notify CFI of any negotiated or other modification in labor agreements with the above-referenced bargaining units that modify any benefits or other terms and conditions of employment set forth in this Agreement.

ARTICLE 26 - HOLIDAYS

Regular full-time employees who are on paid status the entire work day before as well as the entire work day after a holiday shall receive compensation for eight (8) hours of holiday time, which shall be considered as hours worked. Court holidays currently observed are as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's Birthday	February 12
President's Day	Third Monday in February
Cesar Chavez	March 31
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Any other holiday recognized by the employer court.

Regular part-time employees are eligible for holiday pay on a pro rata basis, based on the employee's fractional time base. A regular part-time employee shall only receive holiday pay for the holiday or portion thereof, which coincides with their regularly scheduled working hours.

When a holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefit.

Regular employees working at a court requiring a training day on court holidays will be provided paid holiday hours in lieu of the holiday. A regular full-time employee will be provided eight hours paid holiday hours in lieu of the holiday. Regular part-time employees will be provided eligible paid holiday hours based on the employee's fractional time-base.

ARTICLE 27 - VACATION

Regular full-time employees shall accrue vacation leave at the same rates as the regular full-time employees of those bargaining units within the employer court listed in the Health Care Article. Regular part-time employees shall accrue vacation leave on a pro-rata basis. Minimum usage and approval of vacation shall be governed by the employer court's personnel policies. The maximum accrual balance that may be earned shall be the same as that of those bargaining units within the employer court listed in the Health Care Article.

Requests for vacation scheduling shall be made in accordance with procedures established by the employer court. Employees may use only such vacation leave that has been earned and accrued. Requests for vacation are subject to approval by the employee's immediate supervisor, giving due consideration to the employee's wishes and the operational needs of the court. If two or more employees within the same building location request the same vacation dates and the court determines to approve some but not all requests, the requests shall be granted in order of seniority as defined in this MOU. In instances where a vacation leave request has received written, advanced approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Court Executive Officer or designee for immediate review.

Paid holidays immediately preceding, immediately following or wholly within the vacation period shall not be charged as vacation.

Upon termination, employees shall be paid the cash value of all accrued, unused vacation as of the date of termination from employment.

ARTICLE 28 - SICK LEAVE

Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical or dental appointment.

Regular full-time employees shall accrue sick leave at the same rates as the regular full-time employees of those bargaining units within the employer court listed on the Health Care Article. Regular part-time employees shall accrue sick leave on a pro-rata amount basis. Minimum usage and approval of sick leave usage shall be governed by the personnel policies of the employer court.

Sick leave may be used to attend to the illness of an immediate family member pursuant to Labor Code 233.

The use of sick leave is not an earned right to time off from work. Suspected abuse of sick leave could result in the employee being required to present satisfactory evidence of illness as required by the employer court.

ARTICLE 29 - JURY DUTY

Approval shall be granted for leave with pay for regular and probationary employees summoned for jury duty during the employee's regularly scheduled working hours. However, any compensation, less travel allowance, must be turned in to the Employer Court Finance Office. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee.

Court Leave

Court leave means paid absence from duty as a result of court attendance under specified conditions.

General Provisions

After submitting proof of required attendance, regular full-time employees shall be entitled to court leave when required by court order to attend a local court as a prospective juror, juror, or as a witness in a court action to which he or she is not a party.
A regular part-time employee called for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours.

Limitations

Court leave shall be limited to: (1) required attendance before Federal or Superior Courts located within the employee's county of residence, and (2) time in attendance at court together with reasonable travel time between court and work. If attendance is for less than a full day, the employee shall return to work if there is adequate time to return prior to the end of the employee's workday.

Court leave shall not include attendance; (1) when the employee is paid an expert witness fee, or (2) which is part of the employee's official Superior Court duties.

Compensation

Court leave compensation shall consist of full pay during the period of such leave.

ARTICLE 30 - MILITARY LEAVE

Military leave is governed by provisions of the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Military and Veterans Code of the State of California, Section 395, et. Seq. Employees who are or who become members of the Armed Services, Militia, or Organized Reserves of California or the United States, shall be entitled to this type of leaves of absence and employment rights and privileges.
A request for Military Leave of Absence shall be made upon forms prescribed by the Employer Court and shall state specifically the reasons for the request, the date when it is desired to begin the Leave of Absence, the probable date of return, and shall be accompanied by a copy of the official orders.

ARTICLE 31- OTHER LEAVES

Regular full time and regular part time employees will be eligible for the following types of leave in accordance with the respective employer court's leave provisions of the bargaining units designated in the Health Care article of this MOU.

A. Bereavement Leave
B. Family Medical Leave (including FMLA,CFRA, PDL)
C. Leave of Absence Without Pay
D. Vacation based upon the local Court accrual rate (Article 27)
E. Sick leave based upon the local Court's accrual rate (Article 28)
F. All State and/or Federally mandated leaves consistent with the policies and practices of the local Court
G. Any and all leaves which the interpreters are currently eligible to receive pursuant to the local Court's policies.
H. Voluntary Time Off consistent with local Court policies and/or practices

Bargaining unit members shall not be eligible for any leave that was negotiated by the local Court with the comparator bargaining unit where that leave was in exchange for concessions by the Union involved and/or for specific circumstances affecting that comparator bargaining unit.

ARTICLE 32 - LOCAL RETIREMENT SYSTEM

Eligibility criteria of the Employer Court's Retirement System for represented employees shall determine the appropriate retirement contribution rates and benefits for employees of this bargaining unit.

ARTICLE 33 - MILEAGE REIMBURSEMENT

Mileage reimbursement shall be governed by the Administrative Office of the Court's Travel Rate Guidelines.

ARTICLE 34 - EMPLOYEE PARKING AND TRANSIT

Employee parking and transit related expenses shall be in accordance with each trial court's policies.

ARTICLE 35 - SAFETY

The Courts and the Union agree that safe working conditions are the responsibility of each employee, supervisor and manager. The Courts will take reasonable precautions to prevent

unnecessary exposure that would put an interpreter at risk. The Court will make reasonable efforts to notify an interpreter when it knows that a prisoner or defendant has a communicable disease. Upon request, the Courts will make reasonable efforts to arrange training on health and safety topics of concern.

In a situation where there is an incidence of suspected exposure to communicable disease, the Court will contact the County Public Health Department for appropriate action. Interpreters shall not be required to interpret for prisoners or defendants known to have communicable diseases without electronic equipment that allows the interpreter to maintain a safe distance.

Each employee has the responsibility to immediately report an unsafe working condition to his/her supervisor. The supervisor has the responsibility to investigate a report that a working condition is unsafe. The following procedures shall apply to identification and reporting of unsafe working conditions:

1. An employee who believes that an unsafe working condition exists shall immediately report the condition to the supervisor.

2. The supervisor shall investigate to determine if an unsafe working condition exists or seek an opinion from qualified personnel in the Court/County whether an unsafe working condition exists.

3. If it is determined that an unsafe working condition exists, the most feasible corrective action shall be initiated as soon as possible in accordance with available resources.

4. If the supervisor fails to respond or refuses to investigate the matter, the employee may call the Director, Human Resources.

ARTICLE 36 - WORK SPACE AND SUPPLIES

The Court will provide supplies for bargaining unit employees reasonably necessary to perform their duties. The Court will make reasonable efforts to provide workspace for unit employees at each facility. The Court will provide access to a computer when it is necessary to perform interpreter duties. The Court will provide access to break and lunch areas. The Court will make a reasonable effort to provide a secure place for employees' personal belongings.

ARTICLE 37 - CONTINUED EMPLOYMENT AND JOB ABANDONMENT

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. The employer court may grant the employee a leave of absence in lieu of termination 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 court may reinstate the employee at its discretion.

e. This section is not subject to the grievance or disciplinary appeal procedure.

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 last 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 ten (10) 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 38 - RE-INSTATEMENT (REHIRE)

An interpreter who had regular status and resigned in good standing is eligible for rehire into an open position upon approval of the employer court Executive Officer. Such person must request within two years of the date of resignation, in writing, to be rehired by the employer court. Upon approval, such person will have his/her name placed on an eligibility list for the classification of interpreter for a period of one year. If rehired, the individual shall be treated as a new employee for the purpose of probation and benefits.

ARTICLE 39 - LAYOFF PROCEDURES

Policy Statement

When an employer court undertakes a layoff, this process may also be referred to as a reduction in force. The Court Executive Officer of the employer court may determine that a reduction in work force is necessary at his/her court for any of the following reasons:

a. Lack of funds;

b. Lack of work;

c. Reduction in program; or

d. Reorganization or consolidation

Order of Layoff

When the Executive Officer has determined that a reduction in work force is necessary, employees in the bargaining unit shall be laid off in the following order:

- Intermittent interpreter employees
- Probationary employees
- Regular employees

When the Executive Officer has determined that a layoff is necessary, an employee may volunteer, with the approval of the Executive Officer, to be laid off regardless of the employee's layoff rating. An employee who is voluntarily laid off will retain the same rights as any other employee who is laid off.

In a reduction in force, independent contractors shall not be used to replace or eliminate bargaining unit employees.

Notice of Layoff

The Executive Officer will provide ten (10) working days notice to an employee who has been determined will be laid off.

Reemployment of Employees Laid Off

An employee who has been laid off will be placed on a lay-off list for one year. Any employee who has been laid off and is subsequently re-employed in the same class of lay off within one year of layoff, shall regain his/her seniority layoff rating credit possessed at the time he/she was laid off, which shall count for purposes of vacation accrual rate. In addition, the employee's sick leave balance accrued as of layoff shall be reinstated.

ARTICLE 40 - LABOR MANAGEMENT COMMITTEE

The Regional and Local Labor Management Committees are established to facilitate open dialogue and sharing of information of mutual interest in the delivery of effective and efficient interpreting services and in increasing the understanding of management and labor concerning the job of interpreters and managing interpreter employees.

Regional Matters

When a workplace issue, not subject to bargaining, arises within the Region, the Regional Labor/Management Committee will convene at the request of either the Union or the Court, but not more frequently than on a quarterly basis. The Regional LMC shall be comprised of management representatives from each employer court as designated by each employer court and an equivalent number of employee representatives, as designated by the Union.

Each party shall provide the other with the list of subjects to be discussed at least seven (7) business days in advance of the meeting.

Implementation of any changes recommended by the Regional LMC shall be within the sole discretion of the CEO or designee of the local trial court. The Regional LMC shall not have any right or authority to abrogate or abridge representation rights of the Union or court management rights.

Local Matters

1) Each Trial Court may designate two management representatives and the Union may designate no more than two CFI employee representatives to participate in a Local Labor/Management Committee.

2) The Local LMC will convene at the request of either the Union or the Court, but not more frequently than six (6) times per year.

3) The Local LMC for each trial court shall evaluate any actual or potential problems and discuss possible solutions relating to items not subject to negotiations.

4) The Local LMC may submit recommendations to the Court Executive Officer, or designee. Implementation of any recommended changes shall be within the sole discretion of the Court. The Local LMC shall not have any right or authority to abrogate or abridge representation rights of the Union or court management rights.

ARTICLE 41- PERFORMANCE EVALUATION

I. Purpose of Work Performance Evaluations

The work performance evaluation is a tool to encourage and enhance communication between the employee and his/her supervisor.

Work performance evaluation is conducted by the employee's immediate supervisor to provide a regular forum for the employee and supervisor to promote communications, discuss work performance areas and document work performance. The supervisor will share the work performance evaluation criteria with newly hired regular employees to ensure that employees have been provided the criteria, form and explanation of the process.

The rating factors in the evaluation form should be considered and weighed in conjunction with Interpreter qualification requirements as established by the Judicial Council.

II. Frequency of Work Performance Evaluations

Work Performance evaluations will be conducted on an annual basis for regular employees after the probationary period is completed. Employees will be provided a copy of their completed annual work performance evaluation form.

During the probationary period for new regular employees, work performance evaluations will be conducted at 1040 hours of employment and prior to the completion of 2080 hours of employment.

When an employee's work performance is below standard, a work performance improvement plan may be established. An employee on a work performance improvement plan will meet with his/her supervisor more frequently during this period of time to evaluate and communicate progress, including areas of improvement or continued concern.

III. Employee Response & Review of Substandard Performance Evaluation

An employee's written response to his/her work performance evaluation shall be placed in the employee's official personnel file along with the work performance evaluation.
An overall rating of substandard performance is defined as receiving Needs Improvement or Unacceptable ratings in two or more rating factors. If an employee receives an overall substandard rating, the employee may request a review by submitting his/her written request to the HR Director with ten working days of the date of the initial performance evaluation. The HR Director shall appoint an unbiased Review Officer, who will meet with the employee, and will be responsible for providing a final decision to the HR Director.

ARTICLE 42 - PERSONNEL FILES

An employee shall have the right to inspect and review, at reasonable intervals, the contents of his or her official personnel file.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor of court Management regarding his or her performance or conduct if such statement is to be placed in his/her personnel file. The employee has the right to acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. The employee is entitled to a copy of any material that he/she is requested to sign. If the employee refuses to sign, the supervisor may note his/her refusal on the copy to be filed along with the supervisor's signature.

If there are no subsequent disciplinary occurrences after two (2) years, upon request, an employee may have a written warning and/or reprimand removed from his/her personnel file.

With the written permission of the employee, an authorized representative may inspect, at reasonable intervals, the employee's official personnel file.

ARTICLE 43 - EMPLOYEE LISTS AND INFORMATION

CFI Local 39000 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 up to four times per year and shall be provided within 30 days of such request. The Courts shall notify CFI of new employees within 30 calendar days of the date of hire.

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.

ARTICLE 44 - DUES DEDUCTION/AGENCY SHOP

Section 1

Agency Shop

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.

Section 2
Religious Exemption

A bargaining unit employee who is a verified member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting recognized employee organizations may not be required to join or financially support any recognized employee organization as a condition of employment. That employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees to pay sums equal to those dues, initiation fees, or agency shop 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 trial court that employs the employee as a condition of continued exemption from the requirement of financial support to the Union.

Section 3
Deductions and dues

It is agreed that union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted regularly from the salary of each employee covered hereby who files with a Court a signed written authorization requesting that such deductions be made in accordance with applicable provisions of state law. The Court shall not deduct monies specifically earmarked for a political action committee or other political activities.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union within thirty (30) business days after the conclusion of the month in which said dues and deductions were deducted.

Section 4
Indemnification Clause

The Union agrees to indemnify, defend and hold the employer court that makes the deduction harmless from any and all claims, demands, suits or other liabilities of any nature that may arise as a result of the application of the provisions of this article.

Section 5
Financial Reporting
The Union shall annually provide to the Regional Committee the information required by Government Code section 71814 (f).

ARTICLE 45 STEWARDS

A. Stewards

Management recognizes that Local 39000 Stewards are the official on-site representatives of the Union. The Union may designate a reasonable number of stewards for each employer court.

1. The Union shall furnish the Region Chairperson and the Director of Human Resources or designee for each court in the region a written list identifying by name and assigned work areas all regular and alternate stewards and the list shall be kept current by the Union. An alternate steward shall be recognized as a regular steward when such regular steward is absent.

2. On occasion and depending upon the circumstances, the Union may designate a representative, not a current steward, who shall act in the capacity of a steward for a grievance meeting with prior written notice to the Court Executive Officer (CEO) or designee.

3. Stewards shall not be granted permission for time off from their work assignments for the purpose of conducting general union business.

4. 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.

5. Not more than one steward shall be on paid court time during a meeting related to any grievance meeting. The presence of a steward at the meeting does not preclude a union staff representative from also being present at the meeting.

6. Each calendar year up to three interpreter employee stewards per Court, selected by CFI, shall be eligible for two days (16) hours 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.

B. Handling Grievances

1. A steward may investigate any grievances in his or her employer court and assist in their presentation.

2. The steward shall request time off to handle a grievance from his/her supervisor. The steward shall be allowed reasonable time off during working hours (without loss of pay) to investigate and present grievances. A steward's request for permission to leave the job will be given prompt consideration and response. If time specified is not granted, an alternative time will be suggested.

3. When a steward desires to contact an employee at his/her work location, the steward shall first contact the immediate supervisor of that employee, advise him/her of the nature of the business, and obtain permission to meet with the employee. The immediate supervisor will make the employee available as soon as possible unless circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee. In no event shall the employee meeting with the steward interfere with a courtroom assignment.

4. The Union may also request a postponement of a grievance meeting if necessary to ensure appropriate representation for an employee.

5. Following a meeting in a different court, management will make a reasonable effort to return a steward to his/her assignment.

ARTICLE 46 - UNION ACCESS

Union staff representative's access to non-public work locations requires the permission of the Director of Human Resources or designee, which will not be unreasonably denied. If access is denied, the Union staff representative shall be informed when access will be made available.

The Union agrees that its authorized representatives shall not interfere with the work operations of the court.

ARTICLE 47 - BULLETIN BOARDS

Management will furnish adequate bulletin board space at each courthouse where members of this unit are assigned.

The boards shall be used for the following subjects:

A. CFI recreational, social and related Union news bulletins,

B. Scheduled Union meetings,

C. Information concerning Union elections or the results thereof,

D. Reports of official business of Local 39000, including applicable newsletters, reports of committees or the Board of Directors.

Posted notices shall not be obscene or defamatory. All notices to be posted must be dated and signed by authorized representative of the Union, with a copy to be submitted, delivered or faxed to the Region Chairperson or designee prior to posting.

Court equipment, materials, or bulletin board supplies shall not be used for the preparation, reproduction or distribution of bulletin board notices, nor shall such notices be prepared or distributed by Court employees during their regular time.

ARTICLE 48 - USE OF INDEPENDENT CONTRACTORS

The Court may subcontract unit work consistent with the rights and limitations set forth in Government Code Section 71802.

ARTICLE 49 - NO STRIKES, NO LOCKOUTS

During the term of this memorandum of understanding, 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, picketing, or any other interference with or interruption of work at any of the Courts' operations.

Any employee engaging in activity prohibited by this article or engaging in an unlawful work stoppage shall be subject to disciplinary action, up to and including discharge.

No lockout of employees shall be instituted by the Courts during the term of this Agreement.

ARTICLE 50 - VOLUNTEERS/INTERNS

The Court may utilize interpreter volunteers (e.g., unpaid student interns) in proceedings which do not mandate the use of a certified or registered interpreter. The impact of such utilization will be a topic discussed by the Joint Labor/Management Committee instituted by this MOU. Any expansion or extension of the existing utilization of volunteers shall be subject to meet and confer between the parties.

This agreement is made between the California Federation of Interpreters Local 39000 (Union) and the Superior Courts of California – Region 4 (Region).

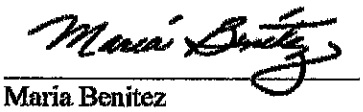
Union:

Mary Lou Aranguren

Date: 8/17/2015

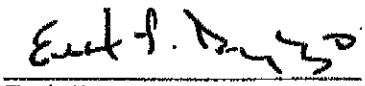
Claudia Aloi

Date: 8/17/2015



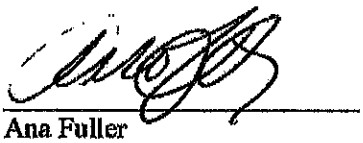
Maria Benitez

Date: 8/17/2015



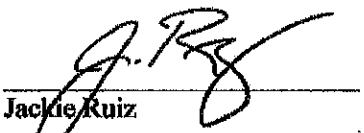
Ernie Durazzo

Date: 8/17/2015



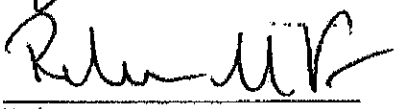
Ana Fuller

Date: 8/17/2015



Jackie Ruiz

Date: 8/17/2015



Rebecca Vera

Date: 8/17/2015

Regional Court Interpreter Employment Relations Committee – Region 4

Joan Moody, Chair
Riverside Superior Court
Date: 9/25/15

Kimberlie Turner, Vice Chair
San Bernardino Superior Court
Date: 8/21/15

Tammy L. Grimm
Imperial Superior Court
Date: 8/16/15

Pamela M. Foster
Inyo Superior Court
Date: 8/27/15

Michelle Antonetty
Orange County Superior Court
Date: 9/8/15

Katherine Williams
San Diego Superior Court
Date: 9/18/15

Stephen Cascioppo
San Diego Superior Court
Date: 9/21/15

Region Authorized Agents

Riverside Superior Court
W. Samuel Hamrick, Jr., CEO
4050 Main St., Lower Level
Riverside, CA 92501

San Bernardino Superior Court
Chris Volkers, CEO
247 W. Third St.
San Bernardino, CA 92415

San Diego Superior Court
Michael Roddy, CEO
220 W. Broadway
San Diego, CA 92101

Orange County Superior Court
Alan Carlson, CEO
700 Civic Center Drive West
Santa Ana, CA 92702-1994

Imperial Superior Court
Tammy Grimm, CEO
1625 W. Main St.
El Centro, CA 92243

Inyo Superior Court
Pamela M. Foster, CEO
301 W. Line St.
Bishop, CA 93514

Region 4:

Alan Carlson, Court Executive Officer
Superior Court of California,
County of Orange

Date: 9/17/15

W. Samuel Hamrick Jr., Court Executive Officer
Superior Court of California,
County of Riverside

Date: 9/14/15

Pamela M. Foster, Court Executive Officer
Superior Court of California,
County of Inyo

Date: 9/21/15

Tammy L. Grimm, Court Executive Officer
Superior Court of California,
County of Imperial

Date: 8/16/15

Christina M. Volkers, Court Executive Officer
Superior Court of California,
County of San Bernardino

Date: 9-1-15

Michael M. Roddy, Court Executive Officer
Superior Court of California,
County of San Diego

Date: 8-24-15