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MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO THE JUDGES OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, THE JUDGES OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA, AND THE JUDGES OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO REGARDING THE INTERPRETERS UNIT

THIS MEMORANDUM OF UNDERSTANDING MADE AND ENTERED INTO ON:

DATE: August 7, 2022

BY AND BETWEEN Authorized Management Representatives of the Superior Court of California, County of Los Angeles, the Superior Court of California, County of Santa Barbara and the Superior Court of California, County of San Luis Obispo (hereinafter referred to as "Management" or "Court") and California Federation of Interpreters-The Newspaper Guild/Communications Workers of America Local 39000 (CFI-TNG/CWA)

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum of Understanding; to provide an orderly and equitable means of resolving any misunderstanding or difference which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum.

ARTICLE 2 RECOGNITION

1. General

Pursuant to applicable State law, Court Management hereby recognizes CFI-TNG/CWA Local 39000, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of the court interpreters employed by the Superior Courts of California in the following Region:

Region 1: Counties of Los Angeles, San Luis Obispo and Santa Barbara

The terms and conditions of this Memorandum of Understanding shall apply to all employee interpreters performing unit work for the Superior Courts in Region 1.

Excluded from the bargaining unit and coverage of this Agreement are all independent contractors and any interpreters who may be included in a bargaining unit covered by another Memorandum of Understanding.

Management agrees that it shall recognize the Union as the exclusive representative for members of the bargaining unit for all matters within the scope of negotiations including wages, hours and other terms and conditions of employment.

2. Unit Work:

Except as otherwise expressly set forth herein, no one except bargaining unit employees shall perform bargaining unit work. Bargaining unit work shall be the type of work normally or

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presently performed, regardless of medium, within the bargaining unit covered by this MOU. Such work shall include, but is not necessarily limited to, interpreting of court proceedings, court-ordered programs for which an interpreter is required, such as court-ordered: psychiatric evaluations; interviews with defendants and witnesses; sight translation of court documents; mediation sessions and child-custody evaluations.

3. Non-Unit Work

Interpreter work the assignment of which the Court does not control.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding will become effective upon ratification by the Regional Court Interpreter Employment Relations Committee and members of the bargaining unit.

ARTICLE 4 AUTHORIZED AGENTS

For the purposes of meeting and conferring regarding the Memorandum of Understanding:

A. Management's principal authorized agent shall be the Chairpersons of the Regional Court Interpreter Employment Relations Committee.

B. The Union's principal authorized agents shall be the Executive Officer, CFI Local 39000 TNG/CWA or their duly authorized representative) (555 East Ocean Blvd., Suite 460, Long Beach, CA 90802, telephone (562) 436-5400); and the CFI Local 39000 TNG/CWA Court Interpreter Unit Chair or their duly authorized representative (555 East Ocean Blvd., Suite 460, Long Beach CA 90802, telephone (562) 436-5400)

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

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A. Management's principal authorized agent shall be the Court's Executive Officer/Clerk or duly authorized representative as follows:

a. Los Angeles: (address: 111 North Hill Street, Los Angeles, CA 90012), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth therein.

b. Santa Barbara (address: 1100 Anacapa Street, Santa Barbara, CA, 93101) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth therein.

c. San Luis Obispo (address: 1035 Palm Street, Room 385, San Luis Obispo, CA 93408) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth therein.

B. The Union's principal authorized agents shall be the Executive Officer, CFI Local 39000 TNG/CWA or their duly authorized representative (address:555 East Ocean Blvd., Suite 460, Long Beach, CA 90802, telephone (562) 436-5400); and the CFI Local 39000TNG/CWA Court Interpreter Unit Chair or their duly authorized representative (555 East Ocean Blvd., Suite 460, Long Beach, CA 90802, telephone (562) 436-5400).

ARTICLE 5 NON-DISCRIMINATION

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 and all other applicable rights provided by the Trial Court Interpreter Employment Protection and Labor Relations Act. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of 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 race, color, sex, age, national origin, political or religious affiliations, disability status, or sexual orientation, medical condition, disability status, ancestry, genetic information, military/veteran status, gender identify, gender expression or marital status.

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ARTICLE 6 TERM

Section 1

The term of the Memorandum of Understanding shall commence on August 7, 2022, provided that the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met.

Section 2

The term of this Memorandum of Understanding will be three (3) years and shall continue until it expires at 12:00 midnight, August 6, 2025. Unless otherwise provided, all terms and conditions shall be effective upon ratification and notice to the employer in writing.

ARTICLE 7 NOTICE OF INTENT TO TERMINATE AND NEGOTIATE SUCCESSOR AGREEMENT

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations for such successor Memorandum of Understanding during the period of ninety to one-hundred twenty days prior to the termination date of this Memorandum of Understanding.

ARTICLE 8 DISCIPLINE AND DISCHARGE

No employee (except during their probationary period) shall be subject to discipline without just cause. Probationary employees shall not be allowed to appeal any discipline.

Discipline and Discharge Standards

Discipline will usually be imposed progressively. Progressive discipline will normally include one or more warnings (oral and/or written) and/or a suspension before a termination is imposed. However, subject to the appeal process contained herein, deviations from this

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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.

With the exception of layoffs for organizational necessity, discipline, up to and including termination, will be for cause. For purposes of this policy, "for cause" will have the same meaning as that set forth in Government Code Section 71805(e).

Administrative Leave

The court may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave. Administrative leave with pay shall not be considered corrective action as defined in this article and shall not be subject to challenge.

1. Notice of Discipline/Discharge

When the court is considering disciplinary action, the affected employee will be given written notice of the proposed disciplinary action. The notice will include (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his or her right to respond, either orally or in writing, to the charge(s), by the date specified in the notice. If the employee does not respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and will take effect as described in the notice of proposed disciplinary action. The employee has the right to have the Union respond on his/her behalf. If the employee responds to the charge(s) within the time specified in the notice of proposed disciplinary action, the court shall consider the employee's response and all of the information upon which the charge(s) is based. The court shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension, a termination, or a demotion/reduction in pay, the employee, or the Union on behalf of the employee (with the employee's written approval) may appeal such determination in writing, within 20 calendar days of the date that the court issued the determination. If the Union does not represent the employee in any appeal, the decision on that appeal shall not set precedent on future disciplinary matters for bargaining unit employees. If no such appeal is in a timely manner filed, the determination of disciplinary action shall stand.

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2. Arbitration to Review Disciplinary Decisions

In the event that an employee in a timely manner files an appeal as described in section 1 above, a binding arbitration will take place. Within 10 business days of the date that the employee files the notice of appeal, the court and the employee, or if the employee is represented, the employee's representative, shall attempt mutually to agree on an experienced labor arbitrator to hear the case. The parties may extend this date by mutual consent. If the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service or another mutually acceptable source.

a) The hearing shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence.

b) The employee and trial court shall have the right to call witnesses and present evidence. The trial court will release trial court employees to testify at the hearing upon adequate notice.

c) The hearing officer has the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents and other evidence as provided in Section 1282.6 of the Code of Civil Procedure.

d) The employee has the right to representation, including legal counsel, if provided by the employee.

e) The arbitrator's report will be limited to the issue of whether "cause" existed for the discipline imposed. The arbitrator does not have authority to add to, detract from, alter, amend, or modify the Memorandum of Understanding or any of the court's rules, policies, or procedures.

f) Court witnesses released to testify at the hearing will be released with pay.

3. Representation

At any investigatory interview, which the employee might reasonably believe would lead to discipline of the employee, the employee may request the right to have a shop steward present during the interview. If the employee's preferred shop steward is not available to attend a meeting scheduled by the Court, the employee shall arrange for an alternative shop steward to

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be present. If no alternative shop steward can be found to represent the employee at the investigatory interview, the Court shall reschedule the scheduled interview within three business days, unless otherwise agreed to by the parties. At the union's option, a union staff representative may represent an employee at an investigatory interview provided such representation does not delay the interview for more than two (2) business days.

ARTICLE 9 GRIEVANCE PROCEDURE

All grievances must be filed on an appropriate form indicating the provision of the Memorandum of Understanding alleged to have been violated and the remedy sought.

Section 1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2 Definitions

1. Whenever used, the term "employee" means either employee or employees, as appropriate.

2. "Grievance" means a complaint by an employee, group of employees or the Union, concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner.

3. "Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3 Responsibilities

1. Employees are encouraged to discuss their complaints with their Manager/Supervisor.

2. Court management has the responsibility to:
    a. Inform an employee of any limitation of the Court's authority to fully resolve the grievance; and
    b. Supply the employee with the necessary information to process their grievance to

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the proper agency or authority.

Section 4 Waivers and Time Limits

1. Failure by Court Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

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

3. If an employee fails to appeal from one level to the next within the time limits established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

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

Section 5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of their written grievance, and to represent him/her in formal grievance meetings. The grievant may be required by either party to be present in meetings with Court Management for purposes of discussing the grievance.

2. A Court employee selected as a representative in a grievance is required to obtain the permission from their immediate supervisor to absent from their duties to attend the grievance meeting. The employee representative shall give their supervisor reasonable advance notice to ensure that their absence will not unduly interfere with Court operations.

3. A Court employee may present their grievance to Court Management on Court time. In scheduling the time, place and duration of any grievance meeting, both the employee and Court Management will give due consideration to the duties each has in the essential operations of the Court.

Section 6 The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Court Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.

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2. If the employee elects to be represented in a formal grievance meeting, Court Management may designate a Court representative to be present at such meeting.

3. Court Management shall notify the Union of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Union representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding and shall have the right to review a proposed settlement of a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the Union representative elects to attend any formal grievance meeting, he must inform Court Management prior to such meeting. Court Management may also designate a Management representative to be present at such meeting.

6. Only Court employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid Court time.

Section 7 Procedure: Formal Complaint

Step 1:

A. Within twenty (20) business days from occurrence of the matter on which the complaint is based, or within twenty (20) business days from their knowledge of such occurrence, an employee shall file a formal written grievance with their Supervisor (LA Only) and, in Santa Barbara and San Luis Obispo, Manager/Director responsible for interpreter services (or designee) via email. The employee will complete the Court grievance form stating the nature of the grievance and the remedy requested from Court Management. An electronic signature is acceptable in lieu of a wet signature.

B. Within ten (10) business days from receipt of the grievance, the Supervisor [Director/Manager] shall schedule a meeting and give a decision in writing ten (10) business days after the meeting via email. The decision will be forwarded to the employee's designated email address.

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Step 2 (LA Only): Manager

A. Within ten (10) business days of the receipt of the decision at Step 1, the employee shall appeal to the Manager of Language Access Services using the copy of the unresolved grievance. Employee may email the appeal to the appropriate level of Court Management.

B. Within ten (10) business days of the receipt of the grievance, the Manager shall schedule meeting and give a decision in writing ten (10) business days after the meeting via email. The decision will be forwarded to employee's designated email address.

Step 3: Executive Officer/Clerk of Court

A. Within ten (10) business days from the receipt of the decision resulting from the previous step, the employee may appeal to the Executive Officer/Clerk of Court or designated representative using the grievance form and submit it to the Executive Officer/Clerk of Court by email.

B. Following the receipt of the employee's grievance, the Executive Officer/Clerk of Court or designated representative shall make a thorough review of the grievance, meet with the parties involved and give a written decision via email to the employee's designated email address and state the reasons therefore, to the employee. Upon request, a copy of the decision will be given to the Union Representative via email to the Union's representatives designated email address. However, the Executive Officer/Clerk of Court or designated representative is not limited to denying a grievance for the reasons stated at any previous step in the procedure.

On matters that do not directly concern or involve the interpretation or application of the terms and provisions of this Memorandum of Understanding, the decision of the Executive Officer/Clerk of Court or authorized representative, who has not previously been involved in the grievance, shall be final.

Section 8 Arbitration

A. Within thirty (30) business days from the receipt of the written decision of the Executive Officer/Clerk of Court or designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

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1. The interpretation, application, merits or legality of any State or local law or ordinance adopted by the County's Board of Supervisors (unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator).

2. The interpretation, application, merits or legality of the rules or regulations of the Court or any other agency or commission (unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator).

C. In the event the Union requests that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, they shall, within the time requirements set forth above, send a written request to the Executive Officer/Clerk of Court or designated representative which shall:

1. Set forth the specific grievances as originally filed and processed through the grievance procedure;

2. State with particularity those portions of the grievance which have not been satisfactorily resolved by said Executive Officer/Clerk of Court or designated representative in his/her written decision resulting from Level 2 of the Grievance Procedure and concerning which arbitration is requested; and

3. Request that said Executive Officer/Clerk of Court or designated representative, pursuant to this Memorandum of Understanding, join in the selection of an arbitrator for the purpose of conducting arbitration concerning such grievances as provided for herein.

D. Selection of an arbitrator shall take place as follows: The parties will attempt to select a neutral arbitrator from a mutually acceptable source. If the parties cannot agree on an arbitrator from a list of seven names provided by the Conciliation Service, Department of Industrial Relations for the State of California. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the Conciliation Service, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

E. Arbitration of grievances hereunder will be limited to the formal written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with mutually acceptable rules and procedures. The fees and expenses of the arbitrator

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shall be shared equally by the parties involved, it being understood and agreed that 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.

F. The written decision of an arbitrator resulting from the arbitration of a grievance hereunder shall be entirely advisory in nature and shall in no way be binding upon any of the parties hereto or appealable.

ARTICLE 10 GRIEVANCE MEDIATION

If the parties jointly agree, any dispute under either Article 8 or 9 may be submitted to mediation prior to arbitration of the dispute. The submission to mediation shall not affect the right of either party, if mediation is not successful, to submit the matter to arbitration.

ARTICLE 11 EXPEDITED ARBITRATION

Section 1

1. This is an alternative to the procedures set forth in Article 9 or 10, and will only be utilized upon mutual written agreement of the parties.

2. Prior to the hearing a joint submission statement setting forth the issue(s) to be determined will be prepared and submitted to the arbitrator. If the parties cannot agree to a submission statement, each party shall present to the arbitrator its own submission statement and the arbitrator shall determine the issue(s) to be resolved.

3. The parties will select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings.

    A. The arbitrator will be compensated at the contracted-for flat daily rate. The cost of the arbitrator will be borne equally by the parties. In addition, each party will pay for all fees and expenses incurred by that party on its behalf, including, but not limited to, witness fees.

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B. The parties agree that 1) no stenographic record of the hearing will be made, and 2) there will be no post-hearing briefs.

4. The arbitrator selected will hear the grievance(s) within ten (10) business days of his/her selection and may hear multiple cases during the course of the day.

5. Arbitration of a grievance hereunder will be limited to the unresolved issue(s) of the formal written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

6. The arbitrator will issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

ARTICLE 12 MANAGEMENT RIGHTS

All rights of Court Management are reserved to the employer unless such rights are abrogated by an express provision of this Memorandum of Understanding or by mutual express written agreement by the parties.

Nothing herein shall limit the right of the Union to meet and confer over the impact of rights exercised by Management as provided in Article 13, Full Understanding, Modification and Waiver, or the employee from filing grievances in accordance with Article 9, Grievance Procedure, concerning alleged violations of the interpretation or application of this Article.

ARTICLE 13 FULL UNDERSTANDING, MODIFICATION & WAIVER

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.

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With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Section 2 of this Article.

Section 2

A. It is understood and agreed that the provisions of this Section are intended to apply only to matters that are not specifically covered in this Agreement.

   It is recognized that during the term of this Agreement it may be necessary for Court Management to make changes in policies, rules, procedures or practices affecting the employees in this Unit. Where management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation. For purposes of administration of this Section 2, Government Codes 71816 through 71820, as amended from time to time, shall apply.

ARTICLE 14 PROVISIONS OF LAW

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 or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules and regulations, 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 or regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 15 NEW EMPLOYEES

Section 1 (For Los Angeles Only)

The Court will provide CFI at least ten days' written notice of any new employee orientation session that includes at least one interpreter and the time that CFI may address the new interpreter employee(s). One CFI representative or Shop Steward may address interpreter(s) for up to 60 minutes during the orientation. If a Shop Steward conducts the orientation session, the Court will release that employee with pay for the duration of the presentation. Nothing herein precludes a Court Human Resources employee from attending any portion of the orientation.

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Within 30 days of hire, or by the first pay period of the month following the hire, the Court will provide to CFI the name, job title, primary work location/home court, home and personal cellular telephone numbers, personal email address and home address on file with the Court of all newly hired interpreters, except as provided by law. During orientation, the Court will advise new employees that their personal contact information will be provided to the Union.

Nothing in this provision governs or alters the current New Employee Orientation practices at the San Luis Obispo and Santa Barbara County Courts.

Section 2

Before being assigned to interpret alone in a court proceeding, a newly hired interpreter will receive a minimum of three (3) days paid in-service training with an interpreter mentor who will coach (consistent with Court policy) the new interpreter in various aspects of court interpreting including, but not limited to:

- 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

Such mentoring need not be provided to former opt out or formerly employed interpreters who are not new to the LASC or to those new hires who have two or more years of service as an interpreter in criminal court proceedings in the California trial court system.

The role of interpreter mentor is voluntary. Interpeter mentor volunteers must meet the following requirements:

- A minimum of five years of experience as a California Certified/Registered Court Interpreter for the Court

- A satisfactory performance evaluation or, in the event that no such evaluation has been issued, the employee has had no sustained

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disciplinary action within the prior two years

- State license up to date in accordance with Judicial Council requirements

Interpreters may volunteer to be included on the list of approved interpreter mentors at quarterly intervals. Interpreter mentors will be assigned by management. An interpreter mentor may request to be removed from the list at any time. If there are three or fewer volunteers on the list the requirement set forth above regarding interpreting alone in the courtroom may be waived by management.

ARTICLE 16 EMPLOYMENT STATUS

2. General

"A" status – Full-time Interpreters

An employee interpreter of any language holding a regular full-time position with the Court is designated as an "A" status employee in Los Angeles.

A regular full-time position is one that is regularly scheduled to work five days per week.

"C" status – Part-time Interpreters

An employee interpreter of any language holding a part-time a.m. or p.m. only five day per week position is designated as a "C" status employee in Los Angeles.

A condition of employment for all "C" status interpreters is that they accept any assignment given consistent with their part-time position. For example, an interpreter who is offered and accepts a part-time position is required to accept all assignments consistent with their part-time commitment. The Court agrees to consider geographic preference of the interpreter, but cannot guarantee geographic preference for any day's assignment(s).

"F" Status

An employee interpreter of any language holding an as-needed position is designated as an "F" status employee in Los Angeles.

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3. Probation

All newly hired regular status full-time employees shall serve an initial 12-month probationary period. Newly hired employees who work other than a full-time basis shall serve a probationary period of 2080 hours or 24 months, whichever comes first.

4. Miscellaneous

It is understood that "A" status and "C" status employees are required to work consistent with their position (i.e., "A" full-time, "C" half-time).

Further, it is understood that the number of employees in any status under this Agreement is subject to the needs of the Court and may be changed at the discretion of the Court.

Neither Santa Barbara County Superior Court nor San Luis Obispo County Superior Court utilize the "A", "C" or "F" designation. The chart below illustrates the designation used by each county.

LA	A status	C status	F status
SB	Regular Full-time	Regular Part-time	Extra Help
SLO	Regular Full-time	Regular Part-time	As needed

ARTICLE 17 SENIORITY

Seniority shall be measured as stated below and used for the purpose of layoff (as set forth in Art. 32), assignment (as set forth in Art. 18) and vacation preference (within building location and as set forth in Art. 27), and others as/if agreed to.

For those bargaining unit members who were hired by the Court as pro tempore employees on or before June 30, 2005, seniority shall be measured from the date the interpreter was first engaged by the home court as an independent contractor or pro tempore, whichever came first.

For those bargaining unit members who were hired as pro tempore employees after June 30, 2005, seniority shall be measured from the date they were first hired by the home Court.

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An interpreter who resigns in good standing is eligible for reinstatement within two years following the date of resignation, upon written request and the approval of the Executive Officer/Clerk. An interpreter who is reinstated shall be placed on the seniority list according to his/her seniority by deducting from their original entry date the number of months absent from Superior Court service. Benefits shall be equal to those of a new employee.

An employee who moves from a regular status position to an as-needed position and subsequently returns to a regular status position, shall be returned to the seniority list by deducting the number of months spent in the as needed position from their original seniority date.

Employment of an interpreter in other than their home Court shall not be considered for purposes of seniority ranking. The Court shall prepare a master seniority list within 30 days of ratification of this Agreement. If an employee, or the Union, disputes a seniority date, the employee, or Union, must do so within 14 calendar days of the date the Court provides the list to the Union or waive their right to challenge placement on the list.

ARTICLE 18 INTERPRETER ASSIGNMENTS

Section 1: Definitions

(1) Regular Assignment An assignment made to a specific courthouse or location for a continuous and indefinite period, with no scheduled end date.

(2) Floater Assignment An assignment with a work location that may vary from day-to-day and throughout the working day.

(3) As Needed Assignment An assignment that depends on the needs of the Court for which neither a regular full-time or part-time employee interpreter is available.

(4) Reassignment The involuntary removal of a regularly assigned interpreter from an assignment.

(5) Redeployment The temporary displacement of an interpreter with a regular assignment. Such assignments are usually one day or less and are based upon the needs of the Court.

Section 2: Regular Assignments

Court Administration 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 and/or redeployment as provided herein.

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Interpreters shall not contact, nor request any other person to contact on their behalf, any bench officer for the purpose of soliciting an assignment. No interpreter shall contact any bench officer on behalf of another interpreter for the purpose of soliciting an assignment.

In the event that there is an opening for a regular assignment, which the Court determines there is a need to fill, such assignment shall be filled based upon seniority.

Section 3: Reassignment

Reassignments shall be based upon the needs of the Court. Reassignments shall not be considered as part of the progressive discipline process and are not disciplinary.

Section 4: Floater assignments

Court Administration will make reasonable efforts to assign floaters based on the following criteria: seniority, duration and location of assignment. Interpreters assigned to floater positions may provide Court Administration with a list of preferred courthouses and/or preferred geographic areas for consideration.

Section 5: As needed interpreters (Los Angeles Only)

As needed interpreters will be placed on a "call as-needed" list for daily assignments. For purposes of assignments, the Court will make reasonable efforts to contact as-needed interpreters on the basis of seniority. Consideration as to reasonable efforts shall include but not necessarily be limited to time constraints, geographic location, and/or multi-language needs when an interpreter is certified/registered in more than one language. When the Court telephones an interpreter, if it is not able to speak directly with the interpreter and the telephone call from the Interpreter Assignment Office is made before noon for the next business day, the Court will allow up to one hour for the interpreter to return the call. If the employee rejects the offer or does not return the call within the one-hour limit, the Court may contact the next interpreter on the seniority list. The Court will use the most current telephone number provided by the interpreter.

An as needed Interpreter may request that the Court not call them. In doing so, the Court will not contact the As Needed Interpreter for assignments until the Interpeter advises they want the Court to contact them for an assignment.

Except for extraordinary circumstances, the Court will not contact 100-day independent

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contractors for assignments until it has contacted or attempted to contact all of the as-needed employees in that language pair except for those that have requested the Court not contact them. It is recognized by the parties that extraordinary circumstances include, but are not necessarily limited to, time constraints for same day assignments.

With respect to same-day assignments for Spanish-language interpreters, the Court will telephone groups of ten Spanish-language interpreters, starting with the most senior. Each group of ten will be given one hour to respond. The first interpreter, among the ten, who accepts the assignment, shall be given the assignment. The next group of ten will be telephoned once all interpreters in the preceding group have telephoned back or the one hour has expired.

"A" item (full-time regular status) Court Interpreters may request to work a part-time work schedule for a specified period of time. Approval is subject to management's discretion and may result in a change in assignment and employment status.

As Needed Assignments (Santa Barbara and San Luis Obispo)
The Courts shall follow the existing practice of assigning as needed/extra help based on seniority, when applicable, and the needs of the Court.

Section 6: Judicial Officers

The final assignment decision rests with the judicial officer(s).

Section 7: Video Remote Interpreting

Nothing in Article 18 (Interpreter Assignments) or Article 19 (Cross Assignment Procedures) 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 decision to implement VRI for spoken language, it will give one hundred fifty (150) days advance written notice to CFI and provide the opportunity to meet and confer regarding the impact of the decision. The Region shall not implement its decision to utilize VRI prior to January 1, 2015.

Section 8: Remote Interpreting

In Region 1, remote interpreting (RI) is defined as an interpreter rendering spoken language interpreting services at a location physically separate from individual(s) receiving interpreting services using communication technology. The interpretation may occur by use of audio only, or an audio/video technology platform to provide language access to limited English proficient

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(LEP) persons where it is appropriate for the proceeding as determined by the judicial officer.

Using RI, the Court can connect the LEP court user with an interpreter via audio or integrated audio and video technology. The interpreter can interpret in either consecutive or simultaneous mode, depending upon the available RI technology, setting, and interpreters' ability to interpret in either mode.

The parties in Region 1 recognize that the Judicial Council of California and the National Center for State Courts serves as a resource related to remote interpreting and guidelines provided by either organization may serve as general recommendations regarding RI.

Appropriate Use of RI

Generally, RI is appropriate for:

- Events that are brief, routine, uncontested, and/or non-evidentiary such as:
- Events that are not anticipated to require more than 20 minutes of continuous interpretation
- Events that cannot be delayed because of statutory deadlines
- Events involving persons in custody
- Other non-courtroom bargaining unit work

Mode of Interpretation & Sight Translation

- The interpretation mode for RI may be the consecutive mode unless the audio or audiovisual system has simultaneous function capabilities on a separate channel. Instructions and protocols for modes of interpretation may be reviewed with LEP participants, by the interpreter, prior to RI events.

- Sight translation may be performed using RI for appropriate events provided the interpreter has a readable copy of the document(s). The documents may be provided in-person, or by the document share function on the audiovisual platform, email, or other mode of transmission.

Location

Remote Interpretation may be performed in a designated courthouse location within Region 1 or in an alternate location as determined by management.

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Equipment

Each Region 1 Court will adopt minimum technology guidelines for RI equipment and will deploy equipment that meets those guidelines to facilitate RI.

Dedicated RI workstations, to the extent available, may include dual monitors, a wired headset with an integrated microphone with noise cancelling features, connected via USB or other cabling, and a telephone line. This list of equipment is not intended to be all inclusive. The configuration of RI workstations will vary where an installation of such equipment is not feasible or otherwise disrupts and/or interferes with court proceedings.

The parties agree that technology is subject to change, and as new technology is implemented in the Courts the parties agree to meet and confer over impacts, if any, upon request of the Union.

Training

The Region 1 Courts will train interpreters regarding how to access and use the RI technology (hardware and software). Management will assess the interpreters' ability and competency in using RI technology before assigning them to interpret remotely.

Management will provide bench officers and court staff information, including best practices, when using an interpreter in remote proceedings and an explanation and/or demonstration of RI.

Joint Labor Management Committee

Upon request, the RI can be a topic discussed in Joint Labor/Management meetings.

ARTICLE 19 CROSS ASSIGNMENT PROCEDURES

Definitions

(1) **Home court**

"Home court" means 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**

"Away court" means the Superior Court in which the court interpreter is temporarily cross-assigned.

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(3) **Cross assignment**
"Cross assignment" means any assignment to perform spoken language interpretation for a Superior Court other than the interpreter's home court.

(4) **Regional court interpreter coordinator**
"Regional court interpreter coordinator" means an employee of the Judicial Council 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 section 71807(a).

(5) **Local court interpreter coordinator**
"Local court interpreter coordinator" means an employee of a Superior Court whose duty is to locate, assign, and schedule available court interpreter employees for his or her court.

This article covers cross assignments within Region 1 of court interpreters who are employees of trial courts within Region 1. Cross assignments shall be strictly voluntary and shall be addressed on a case-by-case basis by affected interpreters and trial courts.

Cross-assignments shall be strictly optional for employees in any status under this Agreement. Trial Courts may create in the future new employee positions that may require that the interpreter accept certain defined cross assignments. The terms and conditions of any such positions proposed by the trial courts will be subject to meet and confer.

Section 1 Eligibility

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 cross-assignments to provide services to more than one trial court within Region 1 or outside the region through this cross assignment process.

Opportunities to work in any California trial court may be offered to interpreters employed by trial courts in Region 1. Interpreters may accept or reject cross assignments on a case-by-case basis in accordance with the provisions of this Memorandum of Understanding. As provided for under this Memorandum of Understanding, employees may accept regular long-term assignments in away courts.

Interpreters released for cross-assignments may interpret remotely for Away courts.

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Section 2 Notification of General Availability And Lists

Court interpreters who wish to make themselves available for cross assignment shall notify the local court interpreter coordinator in their home court and may notify the appropriate regional court interpreter coordinator indicating the counties from which the interpreter wishes to receive cross-assignment offers. Such list shall be available to the Union upon written request. Interpreters may also notify interpreter coordinators of the away courts in which they are available to work.

The trial court interpreter coordinators shall maintain records of cross-assignments made to interpreters and provide such records to the Union upon written request.

Section 3 Scheduling Cross-Assignments

The home court will have the first right of assignment for employees. Employees may accept an offer of cross-assignment only when the home court does not need the employee on the day in question.

For single day cross-assignments, if the Court declines to allow an employee to accept a cross assignment, it shall provide the employee with the equal amount of work or pay.

In the event of a multi-day cross-assignment offer, if the home court needs the employee for a portion of the cross- assignment, 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 assignment within two business days.

Once an employee accepts a cross-assignment, the home court may only cancel it in the event of an emergency. In the event that the Court cancels the cross-assignment, the employee shall receive an amount of work equal to the cross assignment or an amount of pay equivalent to the number of hours for the cross assignment multiplied by the hourly rate set forth in this Agreement.

Section 4 Payment Schedule and Procedures for Cross-Assignment

The trial court shall pay, promptly, all reasonable expenses incurred by the employee that are documented and consistent with the Court travel expense policies. Employees who accept a cross-assignment shall be compensated for reasonable travel time in excess of one hour per assignment. Compensation for travel time on cross-assignment shall also be consistent with

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Court policy.

An employee who accepts a cross-assignment but interprets remotely is ineligible for reimbursement of travel expenses and/or compensation for travel time.

An employee who accepts a cross-assignment shall receive compensation not less than that provided for in this Memorandum of Understanding and Region One Policy.

The Home Court will not provide interpreters additional pay for a cross-assignment for which they interpret remotely.

Section 5 Equipment for Cross-Assignemnt

As Needed Interpreters who accept cross-assignments and elect to interpret remotely are solely responsible for providing any equipment and/or technology necessary to fulfill their interpreting responsibilities and knowing how to use it. The Home Court is not responsible for the technology, training on the usage of the technology, or providing any technical support for the technology being utilized for the cross-assignment Away Court.

Section 6 Cross-Assignment Procedures and Grievances

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 supervisor and may be resolved subject to the terms of this Memorandum of Understanding.

The Home Court is not responsible for how Away Courts distribute cross assignments or whether they approve remote interpretation for the proceedings.

ARTICLE 20 WORK WEEK AND WORK HOURS

This article is intended to describe the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Regular hours of work each day shall be eight hours. Regular hours per week shall be 40 hours. The normal workweek shall consist of five consecutive days -- Monday through Friday --

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followed by two consecutive days off, inclusive.

The schedule of working hours for employees will be set by the Executive Officer/Clerk after consultation with the appropriate Superior Court Supervising Judge or Management.

ARTICLE 21 SALARY AND OTHER COMPENSATION

Current Monthly Rate: $6,910.47

	New Employees	Year 1 (Represents an approximate 12.5% increase from current)	Year 2 (Represents a +5.5% increase from Year 1)	Year 3 (Represents a 2.75% increase from Year 2)
Monthly*	$7,365.73	$7,776.73	$8,209.73	$8,435.09
Hourly*	$42.49	$44.86	$47.36	$48.66

YEAR ONE:

- Los Angeles County Superior Court (LASC): Effective the pay period that includes January 1, 2023, all Interpreters employed by LASC as of the ratification date will move to the Year 1 amount, which represents an approximate 12.5% increase from current. Payments will be reflected in the employee's pay based on the processing timelines set by the Los Angeles County Auditor-Controller as the administrator of the Court's payroll.

- San Luis Obispo Superior Court (SLOSC): Interpreters employed on April 2, 2023, will be paid $49.80 per hour which reflects twice the agreed upon increase for seven (7) pay periods. On July 9, 2023, the pay rate will revert to $44.86 per hour as reflected in the pay schedule below. Any cash out of leave during these pay periods shall be at the $44.86 per hour rate.

- Santa Barbara Superior Court (SBSC): Interpreters employed on April 3, 2023, will be paid $49.80 per hour which reflects twice the agreed upon increase for seven (7) pay periods. On July 10, 2023, the pay rate will revert to $44.86 per hour as reflected in the pay schedule below. Any cash out of leave during these pay periods shall be at the $44.86 per hour rate.

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YEAR TWO: Effective the pay period that includes January 1, 2024

- LASC, SLOSC and SBSC: Effective the pay period that includes January 1, 2024, Interpreters employed as of the ratification date will advance to the Year 2, which represents a 5.5% increase.

YEAR THREE: Effective the pay period that includes January 1, 2025

- LASC, SLOSC and SBSC: Effective the pay period that includes January 1, 2025, Interpreters employed as of the ratification date will advance to the Year 3, which represents a 2.75% increase.

- Newly hired Interpreters will start at the New Employee rate unless the employer court in its sole discretion determines to place such individual at a higher step. Newly hired Interpreters will advance to the next step on their anniversary date.

- ***Note - Each of the region's courts uses a different payroll system, as such, rates are approximate and will align with each court's respective payroll system and processing timelines.***

Los Angeles Monthly Rates:

Schedule	Note	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
101J	3/V	- - -	- - -	7,365.73	$7,776.73	$8,209.73	$8,435.09

San Luis Obispo Hourly Rates:

BU	Type	Step 1	Step 2	Step 3	Step 4	Step 5
17	Hourly	- - -	$42.49	$44.86	$47.36	$48.66

Santa Barbara Hourly Rates:

Job Class	Step A	Step B	Step C	Step D	Step E
709661	- - -	$42.49	$44.86	$47.36	$48.66

A. The hourly rate for a half-day session shall be the base hourly rate for a full day session multiplied by 1.107.

B. "C" and "F" status employees with a morning-only assignment when that assignment goes past 12:15 p.m. will be eligible for the afternoon four-hour guarantee only if the interpreter agrees to be available for assignment by the Court for the remainder of the afternoon.

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C. "C" and "F" status employees with a night court only assignment shall be paid at the hourly rate for the half-day assignments and shall be guaranteed not less than four hours of pay per assignment. If the employee has worked either a morning or afternoon assignment, they shall be paid the actual hours worked for the night court assignment.

D. Employees who are assigned to work at more than one courthouse in the same day shall be in paid status while traveling between those courthouses on that day and shall be reimbursed mileage and parking fees pursuant to the Court's policy.

E. Interpreter employees who are certified or registered to interpret in two language pairs will receive a 1% salary enhancement for all hours paid. For each additional language pair that the employee is either certified or registered, they are eligible to receive an additional 1% salary enhancement for all hours paid. To qualify for an enhancement, the qualifying certification or registration must be from the Judicial Council of California and must be current.

F. Bargaining unit members assigned as coordinators shall receive a 10% increase over the base wage for hours worked as a coordinator.

COVID 19 Appreciation Payment

Effective the first full pay period after ratification, the Region will provide eligible bargaining unit members with a one-time COVID-19 Appreciation Payment in the gross amount of **$2,000**. Only those bargaining unit members who were on the payroll as of March 28, 2023, and who are still employed by the Region during the effective pay period that payment is conferred shall be eligible for the one-time payment.

ARTICLE 22 PROFESSIONAL CONDUCT, STANDARDS AND CONDITIONS

Section 1

The parties agree that court interpreters will not be required to perform their duties in such a manner that would require them to violate the Judicial Council's rules for professional conduct for interpreters (Currently Rule 984.4). An interpreter may not be disciplined for informing the Judicial Officer, in an appropriate manner, of conditions that impede their ability to perform complete and accurate interpretation or sight translation. The parties agree that if the Judicial Officer directs the interpreter to interpret notwithstanding the impediment, the interpreter shall

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comply with the Judicial Officer's direction and complete the assignment to the best of his/her ability under the circumstances.

Section 2 Team Interpreting

The Court recognizes that interpreter assignments can vary in the demands made upon the physical and mental stamina of interpreters and that an interpreter may need to advise the Judicial Officer that he/she is fatigued and needs a break.

To the extent team interpreting is appropriate, upon request, the Court will make reasonable efforts to provide a second interpreter.

The Court acknowledges that team interpreting is appropriate under the following circumstances:

(1) for evidentiary hearings that require simultaneous interpreting and are expected to last more than 35 minutes;

(2) or whenever an interpreter is required to perform consecutive interpretation for one hour or more.

Section 3 Pre-appearance Interviews, Review of Documents and Preparation Time

Consistent with Rules of Court Appendix, Section 18, the Court recognizes the importance of pre-appearance interviews and the right of an interpreter to request such an interview.

The Court recognizes the value, where appropriate, of interpreters reviewing documents to familiarize themselves with terminology and context before interpreting a case. The Court recognizes the right of interpreters to request to do so.

Section 4 Sight Translations and Recorded Foreign Language Media

Interpreters shall perform sight translations of 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 interpretation of foreign language audio/visual material as well as text messaging language, graphic images (e.g., emojis) and communication

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via digital and social media is especially challenging and recognizes the right of the interpreter to request a review of such material in advance and to advise the Judicial Officer of any problems associated with that simultaneous interpretation.

Section 5 Interpreting for both prosecution and defense

In all proceedings in which interpreters are required for both the prosecution and defense, or in civil matters for plaintiff and respondent/defendant, the Court will make reasonable efforts to provide separate interpreters to each party.

ARTICLE 23 PROFESSIONAL DEVELOPMENT

1. Continuing Education

The parties recognize the importance of continuing education of employees within the unit in order to maintain a stable, highly qualified workforce in the delivery of interpreter services.

2. Education and Training Opportunities

The Court will make reasonable efforts to make available up to 15 hours over two calendar years of CIMCE-qualifying continuing education and training for each regular status bargaining unit employee at no cost to the employee.

3. Leaves of Absence

Management shall grant paid time off of up to 8 hours per year to attend any seminar or conference approved for CIMCE credits or other education programs approved by Management.

4. Renewal Fee Reimbursement

For all full-time and regular status part-time interpreters (LASC "A" and "C" status), the Region agrees to reimburse interpreters for the cost of their annual certification/registration fees required by the Judicial Council of California for each language pair in which the employee is certified/registered.

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ARTICLE 24 PAYDAY

Employees in the Unit shall be paid on the same dates and in the same manner as all other Court employees. The Union and unit employees shall be given advance notice of any changes in the payday schedule.

ARTICLE 25 EMPLOYEE PAYCHECK ERRORS

Underpayments. Los Angeles

1. If an underpayment of $100.00 or more occurs in an employee's paycheck as a result of a Court or LA County Auditor Controller error or omission, a paycheck correction may be requested. Such request must be made to the Interpreter Services Payroll unit within two business days after receipt of the warrant. Otherwise the correction shall be made in the next regularly issued warrant, paycheck or direct deposit.

2. The Regional/County Auditor-Controller will issue a corrected or supplemental warrant within three business days after receiving the request from the Manager or his/her designated representative.

3. Changes in salary resulting from step advances or changes in status are excluded from amounts that constitute paycheck errors for purposes of this Article.

Underpayments. Santa Barbara and San Luis Obispo

1. If an underpayment of $100.00 or more occurs in an employee's paycheck as a result of a Court error or omission, a paycheck correction may be requested. Such request must be made to the Court's Human Resources Office within two business days after receipt of the warrant. Otherwise the correction shall be made in the next regularly issued warrant, paycheck or direct deposit.

2. The Court will issue a corrected or supplemental warrant within three business days after receiving the request from the Human Resources Manager or his/her designated representative.

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3. Changes in salary resulting from step advances or changes in status are excluded from amounts that constitute paycheck errors for purposes of this Article.

Overpayments

1. Employees will be notified prior to the recovery of overpayments.

2. Recovery of more than 15% of net monthly pay will be subject to a mutually acceptable repayment schedule established by the employee and the Management.

3. Such recovery shall not exceed 5% per month of the disposable earnings (as defined by State Law), except, however that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 26 EMPLOYEE BENEFITS

Employee benefits, such as sick leave, vacation leave, medical insurance and holidays, vary from county to county based upon the provisions of this Agreement and established policies and practices.

Section 1 General Statement (Los Angeles Only)

It is the intent of the parties to provide to full-time ("A" status) interpreter employees the same package of benefits that are provided to other "A" status employees of the Court, except that they shall not be eligible for the bi-lingual bonus available to other "A" status employees.

It is the intent of the parties to provide to "C" status interpreter employees the same package of benefits that are provided to other "C" status employees of the Court, except that they shall not be eligible for the bi-lingual bonus, on a proportionate basis. Consistent with the language in Article 16, the Court will provide "C" status interpreter employees with proportionate holiday and jury duty leave benefits.

It is the intent of the Los Angeles Superior Court to provide its "F" status interpreter employees the same package of benefits it offers to other "F" status employees of the Court, except for the bi-lingual bonus.

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Section 2 Health and Welfare Benefits (Los Angeles Only)

The Court will offer full-time employee interpreters the "Choices" benefit package available to other full-time employees. Choices includes employer paid health coverage, dental coverage, vision coverage, group life, long-term disability health insurance, Accidental Death and Dismemberment Insurance and Health and Dependent Care Spending Accounts. Full-time interpreter employees are entitled to participate in the Los Angeles County Employees Retirement Association Plan to the same extent as other full-time Court employees. Should the current benefit package become unavailable to the Court or should it be modified, the Court will notify the Union and meet and confer about the benefits.

Section 3 Vacation Leave Accrual (Los Angeles Only)

Full-time interpreters employed as of the date the parties ratify this Agreement accrue vacation at the following rate:

Years of Service	Maximum Annual Hours
Less than 4 years	80
4 to less than 9 years	120
9 to less than 22 years	168[1]
22 to less than 23 years	184
23 to less than 24 years	192
24 years or more	200

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[1] This is the current maximum vacation accrual rate.

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Full-time interpreter employees appointed after the parties ratify this MOU will accrue vacation leave benefits as follows:

Vacation Years of Service	Maximum Annual Hours
Less than 4 years	80
4 to less than 9 years	120
9 to less than 10 years	128
10 to less than 11 years	136
11 to less than 12 years	144
12 to less than 13 years	152
13 to less than 20 years	160
20 to less than 21 years	168
21 to less than 22 years	176
22 to less than 23 years	184
23 to less than 24 years	192
24 years or more	200

Part-time ("C" status) interpreter employees will accrue vacation on a proportionate basis.

All vacation is accrued and posted in eHR. Vacation leave accrual is subject to annual limits on leave balances. Excess vacation leave may result in some portion of the leave balance being cashed out automatically.

Vacation time may not be used during the first six months of employment.

Eligible members of this Unit who are not in a paid status during the entire anniversary year will receive a pro-rated vacation in accordance with Court Policy.

For all vacations, the final right to determine time off is exclusively reserved to Management.

Section 4 Holidays (Los Angeles Only)

"A" status employees shall receive paid holidays consistent with other represented employees of the court. Those holidays shall be the judicial holidays designated by the Judicial Council of California, as set forth in California Code of Civil Procedure Section 135.

"C" status employees shall receive paid holidays, designated by the Judicial Council of California, as set forth in California Code of Civil Procedure Section 135 on a proportionate basis.

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"F" status employees shall receive "special paid leave" consistent with LA County Code Section 6.12.060, which provides for "special paid leave" for "F" status employees.

Section 5 Retirement Buy Back (All Counties)

To the extent permitted by law and the provisions of the Retirement Plans of the Counties, employees may purchase pension plan benefits for past years of service as an independent contractor.

Section 6 Sick Leave (Los Angeles Only)

"F" status employees will accrue one (1) hour of sick leave for each 30 hours worked up to a maximum of six (6) days annually. Sick leave is earned and accrued for each pay period in which hours are paid.

"A" status and "C" status employees will accrue sick leave as provided under the Los Angeles County Code Section 6.20.020.

ARTICLE 27 SICK LEAVE AND VACATION SCHEDULING

Vacation approval is contingent upon adequate staffing. To be effective, vacation approval shall be in writing.

The vacation period for each year shall be May 1 through April 30. Vacation slots for the year shall be selected by seniority within the courthouse where the individual is regularly assigned ("A" status and "C" status) during a selection period between January 2 through the 15th day of February. The Court will respond by March 31.

Priority for vacation for "A" status and "C" status floaters shall be determined within the floater pool by seniority.

Ties in seniority shall be determined by lot. Seniority for this section shall be as defined in Article 17.

For purposes of vacation slots, at its discretion, the Court may combine courthouses with two or fewer "A" status regularly assigned interpreters in the same language. For purposes of this article, the Court may combine all non-regularly assigned "A" status interpreters in the same

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language for purposes of vacation slots.

Vacation requests submitted outside the vacation scheduling period may be granted at management discretion based on the needs of the Court. If granted, they will be approved based on a first come first served basis.

An employee may be paid a vacation advance consistent with Los Angeles County Code Section 6.24.030.

An employee who terminates employment is entitled to receive payment for all accrued unused benefit time to which they are entitled consistent with the pertinent provisions of the Los Angeles County Code.

ARTICLE 28 LEAVES OF ABSENCE

Section 1 Family Medical Leave

"A" and "C" status employees shall be eligible for FMLA leave consistent with the Region's policy for FMLA. The policy regarding FMLA shall be consistent with state and federal law. At the employee's option, sick leave or vacation leave may be taken in conjunction with FMLA leave.

Section 2 Bereavement Leave

"A" status employees are authorized up to three (3) days of paid bereavement leave (or five days when traveling a minimum of 500 miles one-way) when compelled to be absent due to the death of their father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, domestic partner, child, stepchild, great-grandfather, great-grandmother, grandfather, grandmother, grandchild or domestic partner's father, mother, step-father, step-mother, child, step-child, and grandchild. Bereavement leave need not be taken on consecutive days. Employees seeking the additional travel leave must submit adequate proof of travel. Within two weeks of return to work, the employee must submit verification of death such as a newspaper obituary notice or other evidence of death.

Section 3 Jury Duty

"A" and "C" status employees shall be entitled to paid leave (pro-rated for "C" status) for

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purpose of jury duty. Any employee who receives a summons for jury duty shall notify promptly the Manager of Interpreter Services, or his designee, of the need for leave. If the employee is on telephone standby, they shall notify the Interpreter Assignment Office the night before of their status for the following day. When the employee is released from jury service, the employee shall notify promptly the Manager of Interpreter Services or his/her designee. The employee must submit written verification of their jury service.

Section 4 Witness Leave

"A" status employees required to be absent from work by a subpoena properly issued by a Court or commission legally empowered to subpoena witnesses, which subpoena compels his/her presence as a witness (except as a party or as a voluntary and/or paid expert witness) shall be entitled to the time necessary to be absent from work at his/her regular straight time pay to comply with such subpoena, provided he/she submits a copy of the subpoena to management prior to service. Employees who receive a subpoena shall promptly notify the Manager of Interpreter Services of their need for leave. In order to receive paid leave, the employee must deposit witness fees with the Court.

Section 5 Employee Organization Leave

One unit employee at a time, either "A" status or "C" status, at the request of the Union, may apply for an unpaid leave of absence up to six months without loss of seniority for the purpose of conducting Union business. The request shall be in writing made to the Court Executive Officer or designees and shall be discretionary based upon the needs of the Court.

Section 6 Medical Leave

"A" and "C" status employees who have exhausted all of their accrued sick leave and vacation may be granted leave without pay or benefits for the purpose of recovery from a prolonged illness or injury. Such employee must provide medical certification of the need for the leave and must submit the request for the leave in writing to the Manager of Interpreter Services or his designee. The Court may periodically review the need for the leave and the Court's ability to continue to grant the leave.

Section 7 Unpaid Leave of Absence

For all "A" and "C" status employees, leaves of absence from regular duty without pay, except

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sick leave as certified by a physician, must be made in writing to the Court Executive Officer or designee and approved in writing by the Court Executive Officer or designee. The Court agrees to make reasonable effort to grant such leave requests based upon the needs of the Court, however such leaves are discretionary in nature. This Section 7 shall not be subject to the grievance procedure.

Section 8 CIAP Leave (All Counties)

Full time "A" status interpreters who are appointed by the Judicial Council of California to be a member of the Court Interpreter Advisory Panel (CIAP) may attend CIAP membership meetings without loss of pay or benefits for the day of the meeting. Employees must request to be released for the day of the meeting and release is contingent upon the business needs of the Court. There shall be no overtime or additional compensation to the employee for his/her attendance at the meeting.

ARTICLE 29 EMPLOYEE PARKING

Management and the Union recognize the obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV.

The Court will continue to make reasonable effort to provide adequate free parking facilities for court employees who regularly find it necessary to use their own vehicle for transportation to their location.

ARTICLE 30 HEALTH AND SAFETY

Management will provide and maintain a safe and healthy place of employment.

Employees should report to the manager of Interpreter Services any hazardous or unsafe practices, equipment and/or conditions of which they are aware.

The Court shall offer free annual tuberculosis tests available through the County Health Department to any interpreter who believes he/she may have been exposed to TB at work.

The Court shall make available information to help educate interpreters on issues concerning

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communicable diseases and safety measures for working with prisoners and psychiatric patients.

The Court shall make electronic equipment available at each facility to interpret for prisoners known to the Court to have a communicable disease and such disease is reasonably known to have an airborne transmission. If the Court is aware that a prisoner has such communicable disease, it shall notify the interpreter.

ARTICLE 31 OFFICE SPACE AND SUPPLIES

The Court shall provide supplies to 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 an area for breaks and lunch. The Court will make a reasonable effort to provide a secure place for employees' personal belongings.

ARTICLE 32 LAYOFF AND REDUCTION IN STATUS

A. General

The Court may release an employee when a reduction in force for organizational necessity is to be implemented. Organizational necessity shall include but not necessarily be limited to lack of work or lack of funds. In a reduction in force, independent contractors shall not be used to replace or eliminate bargaining unit employees.

B. Procedures

1. Probationary Employees
   No full-time or part-time employees shall be laid off due to a reduction in force until all probationary employees have been released.
2. Full-time Employees
   Once the scope of the reduction in force is determined, a layoff list shall be established for full-time employees by language. Employees will be released based upon inverse order of seniority as defined in Article 20. A regular full-time

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employee who is subject to layoff shall, based upon seniority within the group to be laid off, be entitled to bump any part-time employee in the same language.

3. Part-time Employees
Once the scope of the reduction in force is determined, a layoff list shall be established for part-time employees by language. Employees will be released based upon inverse order of seniority as defined in Article 20. Bumping of part time employees by full-time employees shall be based upon the seniority of the part-time employee compared with the seniority of other part-time employees in the same language.

C. Exception to the Order of Layoff

Employees upon whom a major discipline (suspension of more than five days) has been imposed and sustained shall be the first employees laid off in each category after probationary employees. In the event that the major discipline was imposed more than 24 months prior to the layoff and the employee has had no other discipline during that twenty-four month period, the major discipline shall not be considered as part of the layoff process.

For Los Angeles Superior Court, exceptions to the order of layoff are permitted when such exceptions are in the best interest of the Court as defined in the Lay Off Policy of Los Angeles Superior Court, paragraph 4.1.1.

D. Reemployment List

Employees released shall be placed on a reemployment list in order of seniority. Full- time employees, who have, due to a reduction in force, been laid off or bumped to a part-time position, shall have priority for vacant full-time positions based upon seniority. Part-time employees, who have, due to a reduction in force, been laid off, shall have priority based upon seniority for vacant part-time positions. The names of employees laid off or bumped due to a reduction in force shall remain on the reemployment list for 12 months.

ARTICLE 33 PERFORMANCE EVALUATION

It is the intent of the Court to provide performance evaluations of the bargaining unit employees. All aspects of the performance review process shall be subject to meet and confer

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prior to its implementation.

ARTICLE 34 COURT RULES AND POLICY CHANGES

All proposed amendments to local policies that pertain to Interpreters and are within the scope of meet and confer and all proposed amendments to the Region One Personnel Policies for Court Interpreters, shall be reduced to written form and distributed by Management to the Union. Representatives of the Court and the Union shall meet and confer regarding the proposed change prior to its adoption.

ARTICLE 35 PERSONNEL FILES

An employee, or his/her Union representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time the employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or Court Management regarding his/her work performance or conduct if such statement is to be placed in the employee's personnel file. The employee shall 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 the employee 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 required to sign. If the employee refuses to sign, the supervisor shall note said refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the Grievance Procedure.

Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve a violation of specific provisions of this Agreement. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document will not be placed in the official file until the grievance appeal rights have been exhausted.

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An employee shall have the right to respond in writing to any derogatory material placed in his/her personnel file. Such written response shall be maintained in the personnel file, together with the related derogatory material.

Management agrees that no properly used full-paid sick leave, personal leave or vacation used in the twelve months immediately prior to a Performance Evaluation will be negatively referenced on such form.

An employee of this Unit may request and have any written warnings and/or reprimands issued more than two years prior removed from his/her personnel file, except as such may be part of an official permanent record (e.g. arbitration, EEOC or PERB hearing records).

ARTICLE 36 EMPLOYEE LISTS AND INFORMATION

CFI-TNG/CWA Local 39000 may request from the Region an alphabetized listing, by county, of the names of all employees within this Unit. An employee list may be requested up to four times per year and shall be provided within 30 days of such request.

Management shall make reasonable efforts to provide employee lists in the electronic format specified by CFI-TNG/CWA Local 39000.

ARTICLE 37 STEWARDS

Section 1

Management recognizes that Local 39000 Stewards are the official on-site representatives of the Union.

Section 2

The Union shall select a reasonable number of stewards, and notify the Courts in writing as to who has been designated as a steward January of every year. Any change in stewards shall be communicated in writing to the Courts in a timely fashion. On occasion and depending upon the circumstances, the Union may designate an ad-hoc steward, not currently on the steward list, for

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a grievance meeting with prior written notice to the court. The Union may also request a postponement of a grievance meeting if necessary to ensure appropriate representation for an employee.

Stewards, who are regular "A" status employees, may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. Stewards, before leaving their work location to transact such investigations or processing, shall first obtain permission from the Manager of Interpreter Services or his/her designee and inform him/her of the nature of the business. If permission cannot be granted at the requested time, an alternative time will be agreed upon. The parties hereto agree that each will cooperate with the other in keeping reasonable the actual time spent by a union steward in investigating, presenting, and adjusting grievances and disputes.

Any non-steward representative shall not be provided Court time to meet with management to discuss a grievance but instead must use their own time for any such meetings. The presence of a shop steward in a meeting with management does not preclude the Union from providing a Union staff representative from also being present at the meeting.

Section 3

The Region will provide reasonable release time without loss of pay for up to five unit employees when formally meeting and conferring with the region's negotiating committee for the purpose of meeting and conferring for a labor agreement or successor labor agreement. For all other meet and confer sessions, up to three unit employees will be released.

Section 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.

ARTICLE 38 UNION ACCESS

Union representative access to non-public areas requires the permission of the Manager of Interpreter Services, which shall not be unreasonably withheld. The Union agrees that its representatives will not interfere with the operations of the Court.

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ARTICLE 39 BULLETIN BOARDS

Management will furnish adequate bulletin board space at each facility where members of this Unit are assigned. In the alternative the Union may, at its cost, provide a bulletin board of approximately 2 feet by 3 feet for use in the interpreters' designated waiting areas where such designated waiting area exists. Installation must be coordinated with local Court management.

The bulletin boards shall be used for the following subjects:

A. Union 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 the Union, including Union reports of committees or the Board of Directors.

ARTICLE 40 SUBCONTRACTING

The Court may subcontract unit work consistent with the rights and limitations set forth in Government Code Section 71802. The Court agrees that it will not use Section 71802 (b) for the purpose of reducing costs or overtime

ARTICLE 41 NO STRIKE/NO LOCKOUT

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the Court.

ARTICLE 42 JOINT LABOR/MANAGEMENT COMMITTEE

Section 1

It is the intention of the parties to establish a Region-wide Joint Labor/Management Committee on court interpreter issues to provide a forum for Labor and Management to jointly discuss issues of concern to the Court and employees in the unit. These issues shall be limited to

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matters within the scope of representation.

Section 2

The Joint Labor/Management Committee on court interpreter issues shall consist of three management representatives designated by the Regional Chair(s) and three labor representatives (employees or professional representatives) designated by CFI.

Section 3

During the term of this Agreement, the Joint Labor/Management Committee on interpreting issues shall meet at least twice annually, upon written request by either party (such request shall include a proposed agenda). Upon mutual agreement, the parties may meet more often than twice per year.

Nothing in this article shall prevent individual courts in the Region from meeting with the Union to address issues of concern to either party.

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Side Letter Agreement regarding Article 18

Prior to changing the process by which the Los Angeles Superior Court Language Access Services unit makes interpreter assignments under Article 18 of the MOU, the Court will notify CFI about the proposed changes and make its representatives available to meet and confer, upon request. In that event, the parties agree to meet and confer, consistent with the provisions of Government Code section 71816. Until the parties exhaust the meet and confer process, the Court will continue to abide by the provisions of Article 18. The parties will incorporate into the MOU any agreement reached.

So agreed on August 7, 2018:

On Behalf of California Federation of Interpreters, Local 39000	On Behalf of Region 1 Employee Relations Committee
_____	_____

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Side Letter regarding section 3 of Article 19 (Cross Assignments)

The parties agree that the language in Article 19.3 of the MOU applies even when, by the time the Court advises employee of release for cross-assignment, the cross-assignment is no longer available (i.e., Region 1 Court informs employee of release at 3 p.m. the day before the assignment in Orange County but Orange County has already filled the assignment with a cross-assigned employee from another court or an independent contractor). Further, the Court is not required to provide an equal amount of work or pay when it approves a cross-assignment that is subsequently canceled prior to the appearance (e.g., case is continued, case settles, or an assignment is filled by an employee of the requesting court.)

So agreed on August 7, 2018:

On Behalf of California Federation of Interpreters, Local 39000	On Behalf of Region 1 Employee Relations Committee
_____	_____

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Side Letter Agreement Regarding the Benefits for Bargaining Unit Members Working in the Superior Court of California, County of Santa Barbara

Bargaining unit members employed by the Santa Barbara Superior Court shall receive fringe benefits at the same level as those Santa Barbara Court Employees who are represented by SEIU Local 620. These fringe benefits include, but are not necessarily limited to: minimum and maximum co-pay and CAPS where applicable, as well as vacation, sick leave, retirement, holidays, FMLA, bereavement leave, jury duty leave, medical leave, other leaves, health insurance, bonuses (except contract signing bonuses) and any other benefits. Set forth below is a summary of certain benefits to the SEIU unit. To the extent that benefits provided to SEIU are not described herein and/or are modified during the term of this MOU, it is the intent of the parties that the Court provide the same benefits to bargaining unit interpreters as it provides to the SEIU unit.

Vacation

I. Vacation Accrual

Regular employees earn vacation accrual for each hour in paid status, excluding overtime, in accordance with the table below:

Continuous Court/County Service	Hourly/Annual Accrual	Maximum Allowable Accrual
0-2 yrs. (0-24 mo.)	.0463 hrs. /96 hrs.	288 hrs.
3-4 yrs. (25-48 mo.)	.0616 hrs. /128 hrs.	288 hrs.
5-10 yrs. (49-120 mo.)	.0731 hrs. /152 hrs.	360 hrs.
11-14 yrs. (121-168 mo.)	.0847 hrs. /176 hrs.	390 hrs.
15+ yrs. (169+ mo.)	.0962 hrs. /200 hrs.	420 hrs.

Each eligible employee may accrue vacation up to the maximum allowable accruals listed above. Once the employee reaches the cap, he or she will cease to accrue vacation time until the employee uses sufficient vacation to bring the total remaining accrual below the cap. At that point, the employee will once again begin accruing vacation at the normal rate until the cap is reached.

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II. Vacation Scheduling

A. Vacation is scheduled at the sole discretion of the department and the employee's immediate supervisor; who also have sole discretion to decide between competing vacation requests. It is the Court's goal to grant properly submitted vacation requests whenever possible provided that they do not interfere with the operation of the Court. However, there may be times due to special circumstances when an employee's previously scheduled vacation time will need to be adjusted or cancelled; only the Manager may so adjust or cancel. Vacation requests made outside of the open request period shall be submitted to the employee's immediate supervisor in writing within a reasonable amount of time in advance of the requested dates(s), and shall be approved or denied in writing within a reasonable amount of time after submission, not to exceed ten (10) working days from submission assuming the request was made timely to afford such 10-day period response. Denial of a request to use accrued vacation shall not be arbitrary or capricious.

B. Employee vacation requests:

1. Employees are not eligible to take vacation until after completion of at least six (6) months of court employment.

2. Vacation usage cannot exceed the accrued vacation balance reported at the end of the pay period immediately preceding the dates that the vacation will be used.

3. Prior commitment of monies may not be considered when the department or the employee's immediate supervisor is determining whether to grant or deny the vacation request.

4. The 'open request periods' for vacation requests for each calendar year shall be the months of April and October of the preceding calendar year. During the April open request period' each employee will be allowed to submit his or her requests for the period from May of that current year to April of the following year. During the October 'open request period' each employee will be allowed to submit his or her requests for January through December of the following year. At the close of the "open request periods," all vacation requests received will be reviewed. Approvals, denials, or requests for date changes will then be provided

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to the requesting employee within twenty-one (21) days following the "open request period."

5. Vacation requests may be submitted subsequent to the "open request periods." However, these requests will not have priority over any previously granted vacation requests if there are conflicting requests that will affect the court's ability to operate effectively. Requests submitted between the "open request periods" should be made as far in advance of the requested dates as possible.

III. Vacation Conversion

Employees with more than five years of continuous service may -- no more frequently than once every 12 months, and at the sole discretion of the Court Executive Officer -- request pay for up to forty hours of accrued vacation in lieu of time off. Vacation conversion will not be considered unless the employee would still have an accrued vacation balance of at least forty hours after the conversion. Such vacation conversion shall be at the employee's hourly rate in effect at the time of the payment.

IV. ALN

Authorized leave without pay (ALN), which requires approval by the CEO, may not be used until all available and appropriate leave balances (including, but not limited to vacation, sick, and floating holidays) have been exhausted.

Sick Leave

I. Sick Leave

Regular employees who are too ill to be at work may request to use accumulated sick leave, or for certain other limited purposes as set forth herein. Sick leave is a benefit provided to employees and may only be used as authorized.

II. Accrual

Regular full-time employees who accrue 12 sick days each year (or 96 hours), accrued at the rate of .0462 hours for each hour in paid status, excluding overtime, prorated for part-time regular employees. Sick leave is accumulated from year to year with no maximum. An

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employee cannot cash out unused sick leave at the time of separation from Court Service.

Extra Help employees accrue one hour of sick leave for every 30 hours worked up to a cap of 48 hours.

III. Authorized Uses of Sick Leave

A. Accrued sick leave must be used for any absence by a regular employee because of his or her own illness, and may be used for the employee's diagnosis, care, or treatment of an existing health condition, or preventative care.

B. An employee may take a maximum total of up to six days (48 hours; pro rata for part-time employees) of the employee's accrued sick leave per calendar year for the diagnosis, care or treatment of an existing health condition or preventative care for their child, parent (of the employee or the employee's spouse or registered domestic partner), spouse or registered domestic partner, grandparent, grandchild, or sibling, who is ill. This time will be prorated for part-time and extra help employees but will never be less than twenty-four (24) hours in one year.

C. A regular employee must use accrued sick leave (and/or accrued vacation) during any period of the employee's own approved pregnancy disability leave.

D. A regular employee must use accrued sick leave (and/or accrued vacation) during any approved special leave of absence for that employee.

E. A regular employee may take up to five (5) days of bereavement leave per occurrence if there is a death in his/her immediate family (husband, wife, parent, brother, sister, child, grandparent, grandchild, parent-in-law, domestic partner, domestic partner's child, sibling-in-law, child-in-law). These days will not be subtracted from sick leave or any other leave accruals the employee may have.

F. A regular employee may use accrued sick leave to attend pre-scheduled medical or dental appointments, provided the employee obtained advance approval from his or her supervisor to attend such appointment.

G. Under no circumstances is sick leave to be used as a means to take vacation. Sick leave may not be used when the employee is otherwise in unpaid status. Nor may sick leave be used on a date and at a time when the employee had previously been granted time off using vacation or other accruals, without the express approval of the employee's supervisor.

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H. Accrued sick leave may also be used for any absence by any employee who is a victim of domestic violence, sexual assault, or stalking, because of his or her own need, related to such experiences, to receive: (1) medical attention for injuries; (2) services from a domestic violence shelter, program, or crisis center; (3) psychological counseling; (4) services related to safety planning; (5) or to seek a restraining order or other judicial relief related to such experiences.

IV. Approval of Sick Leave

A. Employees must directly give their immediate supervisor or designee as much advance notice as possible prior to the start of their work day of the need for the use of sick leave. Notification shall include the general reason and possible duration of the absence.

B. The Court may require evidence in the form of a physician's certificate, or otherwise, of the need for the employee's absence during the time for which sick leave was requested or taken. Such verification may be required, but this verification requirement will not be imposed arbitrarily or capriciously.

V. State Disability Insurance (SDI)

A. All employees eligible for SDI benefits shall use their available sick leave credits to supplement their SDI benefits so that the sum of the SDI benefits and sick leave credits used equals 80% of their gross salary.

B. All employees eligible for SDI benefits may apply with the State of California for approval as soon as possible following the date of their eligibility for SDI benefits. Current eligibility begins on the eighth consecutive calendar day of an extended illness or injury. An employee must apply for SDI when illness or injury causes him/her to miss work for more than twelve consecutive calendar days.

C. When an employee has used all available sick leave credits, (s)he must use any available comp time and/or holiday credits first and vacation second to supplement their SDI benefits up to 80% of gross salary.

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VI. Retirement

Bargaining unit members employed by Santa Barbara Superior Court shall be eligible to participate in the Court's retirement plan to the same extent as other Santa Barbara County Superior Court employees.

VII. Medical, Dental & Vision Care

Bargaining unit members employed by Santa Barbara Superior Court shall be eligible to participate in the Santa Barbara County Employees' Health Dental and Vision Care Plan to the same extent as other Santa Barbara County Superior Court employees.

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Side Letter Agreement Regarding Benefits for Bargaining Unit Members Working in the Superior Court of California, County of San Luis Obispo

Bargaining unit members who are employed by the San Luis Obispo Superior Court shall receive fringe benefits at the same level (including minimum, maximum, co-pay and CAP(s) where applicable) as those San Luis Obispo Court Employees who are represented by SEIU (Technical Unit 18) including but not necessarily limited to: Vacation, Sick Leave, Retirement, Holidays, FMLA, Bereavement leave, Jury duty leave, witness leave, medical leave, compensatory time, unpaid leave of absence, other leaves, health insurance and any other benefits. Set forth below is a summary of certain benefits provided to the SEIU Technical Unit 18. To the extent that benefits provided to SEIU Technical Unit 18 are not described herein and/or are modified during the term of this MOU, it is the intent of the parties that the Court provide the same benefits to bargaining unit interpreters as it provides to SEIU Technical Unit 18.

Sick Leave Accrual

Regular employees who are too ill to be at work may request to use accumulated sick leave and for certain other limited purposes as set forth herein. Sick leave is a benefit provided to employees and may only be used as authorized.

A. All regular full-time employees shall accrue sick leave at the rate of 3.69 hours for each pay period of service. Accrual of sick leave shall be limited to two hundred sixty (260) working days. Accrual for eligible part-time employees shall be prorated accordingly.

B. For purposes of benefit accrual, service shall be defined as all paid work time and all paid leave time.

C. Unless otherwise required by law, computing of sick leave shall be based on a one-half hour minimum.

Sick Leave Use

Sick leave with pay shall only be granted upon notification of the employee's immediate supervisor or their designee in cases of illness or disability, including disability resulting from pregnancy or, in the event of illness or death of a relative. The Court may require an employee to provide verification from a healthcare provider, in the case of sick leave requested for injury or illness in excess of three (3) days. In

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addition, an employee may be required to provide verification from a health care provider under the following circumstances:

A. When an employee has a demonstrable pattern of sick leave abuse; or

B. When the employee's supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.

Employees may use their accrued sick leave without limitation (and provided it has been approved) for injury, illness, or health care appointments of the employee.

Employees may use their accrued sick leave without limitation (and provided it has been approved) for injury, illness, or health care appointments of the employee's child, parent, spouse or domestic partner.

Employees may use their accrued sick leave (with approval), up to six days per calendar year, for the illness, injury, or health care appointments of a sister, brother, parent-in-law, grandparent, grandchild, the corresponding relative by affinity, or any person residing in the immediate household of the employee at the time of illness.

Sick Leave Payoff

The termination of an employee who has five years or less service with the Court as a permanent employee, shall abrogate all sick leave accumulated to the date of termination and the employee shall not be compensated in any way for such sick leave. Upon the termination of an employee who has more than five years of service with the Court as a permanent employee, such employee shall be entitled to receive payment for one-half of his/her accrued sick leave up to a maximum of 90 days at the employee's rate of pay as of the date of termination. However, in the event of termination by dismissal, the employee shall not be entitled to any payment for any accrued sick leave. Employees laid off because of a reduction in force shall not be entitled to payment for accrued sick leave unless such employee forgoes placement on any recall list that may be established by the Court, or until such time as the employee is removed from any recall list.

Vacation – Vacation Accrual

Regular employees earn vacation accrual for each hour in paid status, excluding overtime, at the

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following rates:

- From the start of employment to the completion of the fourth year of service at the rate of six and sixty-seven one hundredths (6.67) hours per month of full-time service
- From the start of the fifth year of service to the completion of the ninth year of service at the rate of ten (10) hours per month of full-time service
- From the start of the tenth year of service to the completion of the fourteenth year of service at the rate of thirteen and thirty-three one hundredths (13.33) hours per month of full-time service and,
- From the start of the fifteenth year of service at the rate of sixteen and sixty-seven one hundredths (16.67) hours per month of full-time services.

Employees with previous work experience either with the Court or any other California Superior Court, either before or after the effective dates of the Trial Court Funding Act and the Trial Court Employment Protection and Governance Act, will receive credit for that time served only for purposes of determining their vacation accrual rate when they start employment with the Court. For newly hired employees, commencing with the parties' new MOU, employment with Federal, State, City or County agencies within the County of San Luis Obispo will be included for purposes of determining vacation accrual rates.

A. The total number of vacation hours which may be accrued is 400 hours. Once an employee has accrued this maximum, the employee ceases to accrue vacation until he/she uses vacation and drops below the maximum. Accrued, unused vacation will be paid upon termination of employment.

B. An employee must use his/her personal leave day before using a full day of vacation.

C. Employees shall accrue vacation for each year of actual full-time service; provided that permanent part-time employees shall earn and use vacation allowances on an hour for hour accrual basis, up to a maximum of forty (40) hours worked in a week.

D. For purposes of benefit accrual, service shall be defined as all paid work time and all paid leave time.

E. Employees are not eligible to take vacation until after completion of at least six (6) months of court employment.

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Vacation Scheduling

Requests for vacation shall be submitted to the employee's immediate supervisor in writing in a reasonable amount of time in advance of the requested date(s), and shall be approved or denied .in writing within a reasonable amount of time after submission, not to exceed five(5) working days from submission in any case. Denial of a request to use accrued vacation shall not be arbitrary or capricious, but rather shall require a finding that approval would disrupt the operations of the Court. Approval, once granted, shall not be subsequently rescinded unless, in the determination of the Court Executive Officer, an unforeseen disruption of court operations would result. In any such case, if the employee incurred actual, unreimburseable costs associated with vacation p l a n s made after the time of the Court's original approval, the Court will reimburse the employee for those costs. The employee must submit documentation in support of the request. Costs incurred by the employee prior to the Court's written approval of the vacation request are not eligible for reimbursement by the Court.

Retirement

Employees shall be eligible to participate in the San Luis Obispo County Employee's Retirement System to the same extent as SEIU represented Technical Employee Unit 18 employees.

Medical, Dental, & Vision Care

Employees shall participate (to the same extent) in other San Luis Obispo Superior Court benefit plans which are available to SEIU represented Technical Employee Unit 18 employees including but not limited to: Health, Dental, Vision, Short Term Disability, Long Term Disability and Life Insurance.

So Agreed,

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