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AS OF JANUARY 1, 2015**

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**GOVERNMENT CODE  
TITLE 8, CHAPTER 7.5  
TRIAL COURT INTERPRETER EMPLOYMENT  
AND LABOR RELATIONS ACT**

**71800. Short title**

This chapter shall be known and may be cited as the Trial Court Interpreter Employment and Labor Relations Act.

**71801. Definitions**

For purposes of this chapter, the following definitions shall apply:

- (a) “Certified interpreter” and “registered interpreter” have the same meanings as in Article 4 (commencing with Section 68560) of Chapter 2. This chapter does not apply to sign language interpreters.
- (b) “Cross-assign” and “cross-assignment” refer to the appointment of a court interpreter employed by a trial court to perform spoken language interpretation services in another trial court, pursuant to Section 71810.
- (c) “Employee organization” means a labor organization that has as one of its purposes representing employees in their relations with the trial courts.
- (d) “Mediation” means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours, and other terms and conditions of employment between representatives of the trial court or regional court interpreter committee and the recognized employee organization through interpretation, suggestion, and advice.
- (e) “Meet and confer in good faith” means that a trial court or regional court interpreter committee or those representatives it may designate, and representatives of a recognized employee organization, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. The process shall include adequate time for the resolution of impasses where specific procedures for resolution are contained in this chapter, or when the procedures are used by mutual consent.

(f) “Personnel rules,” “personnel policies, procedures, and plans,” and “rules and regulations” mean policies, procedures, plans, rules, or regulations adopted by a trial court or its designee pertaining to conditions of employment of trial court employees, subject to meet and confer in good faith.

(g) “Recognized employee organization” means an employee organization that has been formally acknowledged to represent the court interpreters employed by the trial courts in a region, pursuant to this chapter.

(h) “Regional court interpreter employment relations committee” means the committee established pursuant to Section 71807.

(i) “Regional transition period” means the period from January 1, 2003, to July 1, 2005, inclusive, except that the transition period for the region may be terminated earlier by a memorandum of understanding or agreement between the regional court interpreter employment relations committee and a recognized employee organization.

(j) “Transfer” means transfer within the trial court as defined in the trial court’s personnel policies, procedures, and plans, subject to meet and confer in good faith.

(k) “Trial court” means the superior court in each county.

**71802. Interpreters; trial court employees; independent contractors**

(a) On and after July 1, 2003, trial courts shall appoint trial court employees, rather than independent contractors, to perform spoken language interpretation of trial court proceedings. An interpreter may be an employee of the trial court or an employee of another trial court on cross-assignment.

(b) Notwithstanding subdivision (a), a trial court may appoint an independent contractor to perform spoken language interpretation of trial court proceedings if one or more of the following circumstances exists:

(1) An interpreter who is not registered or certified is appointed on a temporary basis pursuant to Rule 984.2 of the California Rules of Court.

(2) The interpreter is over 60 years of age on January 1, 2003, or the sum of the interpreter’s age in years on January 1, 2003, and the number of years the interpreter has provided services to the trial courts as an independent contractor prior to January 1, 2003, is equal to or greater than 70, the interpreter has provided services to the trial

courts as an independent contractor prior to January 1, 2003, and the interpreter requests in writing prior to June 1, 2003, the opportunity to perform services for the trial court as an independent contractor rather than as an employee.

(3) The interpreter is paid directly by the parties to the proceeding.

(4) The interpreter has performed services for the trial courts as an independent contractor prior to January 1, 2003, the interpreter notifies the trial court in writing prior to June 1, 2003, that the interpreter is precluded from accepting employment because of the terms of an employment contract with a public agency or the terms of a public employee retirement program, the interpreter provides supporting documentation, and the interpreter requests in writing the opportunity to perform services for the trial court as an independent contractor rather than an employee.

(c) Notwithstanding subdivisions (a) and (b), and unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization, a trial court may also appoint an independent contractor on a day-to-day basis to perform spoken language interpretation of trial court proceedings if all of the following circumstances exist:

(1) The trial court has assigned all the available employees and independent contractors appointed pursuant to paragraphs (2) and (4) of subdivision (b) in the same language pair and has need for additional interpreters. Employees and independent contractors who are appointed pursuant to paragraphs (2) and (4) of subdivision (b) shall be given priority for assignments over independent contractors who are appointed pursuant to this subdivision.

(2) The interpreter has not previously been appointed as an independent contractor by the same trial court on more than 100 court days or parts of court days during the same calendar year, except that the trial court may continue to appoint an independent contractor on a day-to-day basis to complete a single court proceeding, if the trial court determines that the use of the same interpreter to complete that proceeding is necessary to provide continuity. An interpreter who has been appointed by a trial court as an independent contractor pursuant to this subdivision on more than 45 court days or parts of court days during the same calendar year shall be entitled to apply for employment by that trial court as a court interpreter pro tempore and the trial court may not refuse to offer employment to the interpreter, except for cause. For purposes of this section, "for cause" means a fair and honest cause or reason regulated by good faith on the part of the party exercising the power.

(3) The trial court does not provide independent contractors appointed pursuant to this subdivision with lesser duties or more favorable working conditions than those to which a court interpreter pro tempore employed by that trial court would be subject for the purpose of discouraging interpreters from applying for pro tempore employment with the trial court. The trial court is not required to apply the employee training, disciplinary, supervisory, and evaluation procedures of the trial court to any independent contractor.

(d) Only registered and certified interpreters may be hired by a trial court as employees to perform spoken language interpretation of trial court proceedings. Interpreters who are not certified or registered may be assigned to provide services as independent contractors only when certified and registered interpreters are unavailable and the good cause and qualification procedures and guidelines adopted by the Judicial Council pursuant to subdivision (c) of Section 68561 have been followed.

(e) A trial court that has appointed independent contractors pursuant to paragraph (1) of subdivision (b) or to subdivision (c) for a language pair on more than 60 court days or parts of court days in the prior 180 days shall provide public notice that the court is accepting applications for the position of court interpreter pro tempore for that language pair and shall offer employment to qualified applicants.

(f) Unless the parties to the dispute agree upon other procedures after the dispute arises, or other procedures are provided in a memorandum of understanding or agreement with a recognized employee organization, disputes concerning a violation of this section shall be submitted for binding arbitration to the California State Mediation and Conciliation Service.

**71803. Court interpreter pro tempore employee classification**

(a) In each trial court, there shall be a new employee classification entitled “court interpreter pro tempore” to perform simultaneous and consecutive interpretation and sight translation in spoken languages for the trial courts. Unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization, all of the following applies to employees in this classification:

- (1) They shall be appointed by the trial court to perform work on an as needed basis.
- (2) They shall be paid on a per diem basis for work performed.
- (3) They are not required to receive health, pension, or paid leave benefits.

(b) Court interpreters pro tempore may accept appointments to provide services in other trial courts pursuant to Section 71810.

(c) Unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization, no rules and regulations or personnel rules shall limit the number of hours or days court interpreters pro tempore are permitted to work.

**71804. Court interpreter pro tempore; required job offers**

(a) Each trial court shall offer to employ as a court interpreter pro tempore each interpreter who meets all of the following criteria:

(1) The interpreter is certified or registered.

(2) The interpreter has provided services to the same trial court as an independent contractor on at least either:

(A) Thirty court days or parts of court days in both calendar year 2001 and calendar year 2002.

(B) Sixty court days or parts of court days in calendar year 2002.

(3) The interpreter has applied for the position of court interpreter pro tempore prior to July 1, 2003, and has complied with reasonable requirements for submitting an application and providing documentation.

(4) The interpreter's application is not rejected by the trial court for cause.

(b) Each trial court shall begin accepting applications for court interpreters pro tempore by no later than May 1, 2003. Court interpreters who qualify for employment pursuant to this section shall receive offers of employment within 30 days after an application is submitted. Applicants shall have at least 15 days to accept or reject an offer of employment. The hiring process for applicants who accept the offer of employment shall be completed within 30 days after acceptance, but the trial court need not set employment to commence prior to July 1, 2003.

(c) For purposes of this section, "for cause" means a fair and honest cause or reason regulated by good faith on the part of the party exercising the power.

(d) Unless the parties to a dispute agree upon other procedures after the dispute arises, or other procedures are provided in a memorandum of understanding or agreement with a recognized employee organization, disputes about whether this section has been violated during the regional transition period shall be resolved by binding arbitration through the California State Mediation and Conciliation Service.

**71804.5. Court interpreter pro tempore; additional hiring; cross-assignments**

(a) After a trial court has considered applications under Section 71804, the trial court may hire additional court interpreters pro tempore pursuant to the personnel rules of the trial court.

(b) A court interpreter pro tempore may not be an employee of more than one trial court, but may accept appointments to provide services to more than one trial court through cross-assignments.

**71805. Regional transition period**

(a) Until the conclusion of the regional transition period, all interpreters who are employed by a trial court shall be classified as court interpreters pro tempore, except as provided in Section 71828, unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization.

(b) This chapter does not require trial courts to alter their past practices regarding the assignment of interpreters. If an interpreter had a regular assignment for the trial court as an independent contractor prior to the effective date of this chapter, nothing in this chapter shall prohibit the trial court from continuing to appoint the same interpreter to the same assignment as a court interpreter pro tempore during the regional transition period.

(c) During the regional transition period, the existing statewide per diem pay rate may not be reduced, and the existing statewide compensation policies set by the Judicial Council shall be maintained, unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization. The per diem pay rate and compensation policies shall apply to court interpreters pro tempore.

(d) Court interpreters pro tempore are not subject to disciplinary action during the regional transition period, except for cause.

(e) For purposes of this section, “for cause” means a fair and honest cause or reason regulated by good faith on the part of the party exercising the power.

(f) During the regional transition period, a trial court may not retaliate or threaten to retaliate against a court interpreter or applicant for interpreter employment because of the individual’s membership in an interpreter association or employee organization, participation in any grievance, complaint, or meet and confer activities, or exercise of rights under this chapter, including by changing past practices regarding assignments, refusing to offer work to an interpreter, altering working conditions, or otherwise coercing, harassing, or discriminating against an applicant or interpreter.

(g) Unless the parties to a dispute agree upon other procedures after the dispute arises, or other procedures are provided in a memorandum of understanding or agreement with a recognized employee organization, disputes about whether this section has been violated shall be resolved by binding arbitration through the California State Mediation and Conciliation Service.

**71806. Court interpreters; hiring**

(a) At the conclusion of the regional transition period, trial courts in the region may employ certified and registered interpreters to perform spoken language interpretation for the trial courts in full-time or part-time court interpreter positions created by the trial courts with the authorization of the regional committee and subject to meet and confer in good faith. The courts may also continue to employ court interpreters pro tempore.

(b) For purposes of hiring interpreters for positions other than court interpreters pro tempore, unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization, trial courts shall consider applicants in the following order of priority:

(1) Court interpreters pro tempore in the same language who have performed work for that trial court for at least 150 court days or parts of court days during each of the past five years, including time spent performing work for the trial court as an independent contractor.

(2) Court interpreters pro tempore in the same language who have performed work for that trial court for at least 60 court days or parts of court days in each of the past five years, including time spent performing work for the trial court as an independent contractor.

(3) Court interpreters pro tempore in the same language who have performed work for that trial court for at least 60 court days or parts of court days in at least two of the past four years, including time spent as an independent contractor.

(4) Other applicants.

(c) A trial court may not reject an applicant in favor of an applicant with lower priority except for cause.

(d) For purposes of this section, “for cause” means a fair and honest cause or reason regulated by good faith on the part of the party exercising the power.

(e) Applicants may be required to provide sufficient documentation to establish that they are entitled to priority in hiring. Trial courts shall make their records of past assignments available to interpreters for purposes of obtaining that documentation.

(f) Unless the parties to a dispute agree upon other procedures after the dispute arises, or other procedures are provided in a memorandum of understanding or agreement with a recognized employee organization, disputes about whether this section has been violated shall be resolved by binding arbitration through the California State Mediation and Conciliation Service.

(g) Subdivision (b) shall become inoperative on January 1, 2007, unless otherwise provided by a memorandum of understanding or agreement with a recognized employee organization, and on and after that time hiring shall be in accordance with the personnel rules of the trial court.

**71807.                   Regions; court interpreter employment relations committees**

(a) For purposes of developing regional terms and conditions of employment for court interpreters and for collective bargaining with recognized employee organizations, the trial courts are divided into four regions, as follows:

(1) Region 1: Los Angeles, Santa Barbara, and San Luis Obispo Counties.

(2) Region 2: Counties of the First and Sixth Appellate Districts, except Solano County.

(3) Region 3: Counties of the Third and Fifth Appellate Districts.

(4) Region 4: Counties of the Fourth Appellate District.

(b) The Judicial Council shall adopt rules for the creation and operation of a regional court interpreter employment relations committee for each region, composed of representatives chosen by the trial courts within the region.

(c) The Judicial Council may divide each region into smaller subregions for purposes of coordinating the cross-assignment of court interpreters.

**71808. Terms and conditions of employment**

The regional court interpreter employment relations committee shall set terms and conditions of employment for court interpreters within the region, subject to meet and confer in good faith. These terms and conditions of employment, when adopted by the regional committee, shall be binding on the trial courts within the region. Compensation shall be uniform throughout the region. Unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization, other terms and conditions of employment shall be uniform throughout the region, except that health and welfare and pension benefits may be the same as those provided to other employees of the same trial court.

**71809. Bargaining representative for trial courts**

The regional court interpreter employment relations committee shall act as the representative of the trial courts within the region in bargaining with a recognized employee organization. A memorandum of understanding or agreement ratified by the regional court interpreter employment relations committee shall be considered a binding agreement with each trial court within the region.

**71810. Cross-assignments**

(a) A court interpreter pro tempore employed by a trial court may accept appointments to provide services to other trial courts.

(b) The Judicial Council shall adopt procedures to facilitate the efficient cross-assignment of court interpreters.

(c) Based on an assessment of interpreter use and current practices, trial courts may create new employee positions for court interpreters to perform spoken language

interpretation for the trial courts in classifications other than court interpreter pro tempore. Some of these positions may include, as part of the duties of the position, the requirement that the interpreter accept cross-assignments, as defined in Section 71801, under procedures adopted by the Judicial Council, and some positions may make the acceptance of cross-assignments optional. Court interpreters pro tempore, and other interpreters who have not accepted employment in a position requiring the interpreter to accept cross-assignments, may not be disciplined for declining a cross-assignment.

(d) The impact of cross-assignments shall be included within the scope of representation as those matters affect wages, hours, and terms and conditions of employment of court interpreters. The regional court interpreter employment relations committee shall be required to meet and confer in good faith with respect to that impact.

(e) A court interpreter on cross-assignment shall be treated for purposes of compensation, employee benefits, seniority, and discipline and grievance procedures, as having performed the services in the trial court in which the interpreter is employed.

(f) Court interpreters on cross-assignment shall be reimbursed for mileage and other travel expenses at the same rates as other judicial branch employees.

#### **71811. Personnel rules**

Except as provided in this chapter, or by a memorandum of understanding or agreement with a recognized employee organization, court interpreters who are employed by a trial court shall be subject to the same personnel rules as other employees of the trial court, subject to meet and confer in good faith.

#### **71812. Trial court; control of court interpreter's work**

Except as provided in this chapter, or by a memorandum of understanding or agreement with a recognized employee organization, each trial court may control the manner and means of the work performed by court interpreters employed by the trial court and may hire, supervise, discipline, and terminate employment of those court interpreters in accordance with the personnel rules of the trial court, including applicable employee protections and dispute resolution mechanisms.

**71812.5. Other employment; prohibited conduct**

(a) Court interpreters employed by the trial courts shall be permitted to engage in outside employment or enterprises, except where that activity would violate the professional conduct requirements set forth in Rule 984.4 of the California Rules of Court, would interfere with the employee's performance of his or her duties for the trial courts, or would be incompatible, inconsistent, or in conflict with the duties performed by the employee for the trial courts.

(b) Unless the parties consent, an interpreter may not be appointed by the trial court to interpret in a proceeding after having previously interpreted on behalf of one of the parties, rather than on behalf of the court, in that same matter. An interpreter shall disclose that type of prior involvement to the trial court.

(c) An interpreter employed by a trial court is prohibited from doing any of the following:

(1) Receiving or accepting, directly or indirectly, a gift, including money, service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or seeking to do business of any kind with the trial court or whose activities are regulated or controlled in any way by the trial court, under circumstances from which it reasonably could be inferred that the gift was intended to influence the employee in the performance of his or her official duties or was intended as a reward for official action of the employee.

(2) Using confidential information acquired by virtue of trial court employment for the employee's private gain or advantage, or for the private gain or advantage of another, or to the employer's detriment.

(3) Using trial court facilities, equipment, or supplies for personal gain or advantage or for the private gain or advantage of another.

(4) Using the prestige or influence of trial court office or employment for personal gain or advantage or advantage of another.

(5) Using the trial court's electronic mail facilities to communicate or promote personal causes or gain.

**71813. Employee organizations**

Except as otherwise provided by statute, court interpreters employed by the trial courts shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Court interpreters employed by the trial courts also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the trial courts.

**71814. Agency shop agreements**

(a) Notwithstanding any other provision of law, rule, or regulation, an agency shop agreement may be negotiated between a regional court interpreter employment relations committee and a recognized employee organization. As used in this chapter, “agency shop” means an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of that organization for the duration of the agreement or for a period of three years from the effective date of the agreement, whichever comes first. However, any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting recognized employee organizations may not be required to join or financially support any recognized employee organization as a condition of employment. That employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees to pay sums equal to those dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable organization fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three funds, designated in a memorandum of understanding or agreement between the regional committee and the recognized employee organization, or if the memorandum of understanding or agreement fails to designate any funds, then to any fund chosen by the employee. Proof of those payments shall be made on a monthly basis to the trial court as a condition of continued exemption from the requirement of financial support to the recognized employee organization.

(b) An agency shop provision in a memorandum of understanding or agreement which is in effect may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding or agreement, if all of the following are satisfied:

(1) A request for the vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit.

(2) The vote is by secret ballot.

(3) The vote is taken at any time during the term of the memorandum of understanding or agreement. No more than one vote may be taken during that term.

(c) In addition to the procedure prescribed in subdivision (a), an agency shop arrangement between the regional court interpreter employment relations committee and a recognized employee organization or recognized employee organizations shall be placed in effect upon (1) a signed petition of at least 30 percent of the employees in the applicable bargaining unit requesting an agency shop agreement and an election to implement an agency fee arrangement, and (2) the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the agency shop agreement. An election under this subdivision may not be held more frequently than once a year, and shall be conducted by the Division of Conciliation of the Department of Industrial Relations in the event the regional court interpreter employment relations committee and the recognized employee organization cannot agree within 10 days from the filing of a petition to select jointly a neutral person or entity to conduct the election. The recognized employee organization shall hold the regional court interpreter employment relations committee and the trial courts harmless and defend and indemnify the regional court interpreter employment relations committee and trial courts regarding the application of any agency shop requirements or provisions, including, but not limited to, improper deduction of fees, maintenance of records, and improper reporting.

(d) Notwithstanding subdivisions (a), (b), and (c), the regional court interpreter employment relations committee and the recognized employee organization may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on any agency shop agreement.

(e) An agency shop agreement may not apply to management, confidential, or supervisory employees.

(f) Every recognized employee organization that has agreed to an agency shop provision, or is a party to an agency shop arrangement, shall keep an adequate itemized record of its financial transactions and shall make available annually, to the regional court interpreter employment relations committee with which the agency shop provision was negotiated, and to the employees who are members of the organization,

within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (Griffin-Landrum Act), covering employees governed by this chapter or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the trial court with a copy of those financial reports.

**71815. Employee organizations; right of representation; membership**

A recognized employee organization shall have the right to represent its members in their employment relations with the trial courts as to matters covered by this chapter. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership. Nothing in this chapter shall prohibit any employee from appearing on his or her own behalf regarding employment relations.

**71816. Scope of representation; exceptions**

(a) The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. However, the scope of representation may not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

(b) In view of the unique and special responsibilities of the trial courts in the administration of justice, decisions regarding any of the following matters may not be included within the scope of representation:

- (1) The merits and administration of the trial court system.
- (2) Coordination, consolidation, and merger of trial courts and support staff.
- (3) Automation, including, but not limited to, fax filing, electronic recording, and implementation of information systems.
- (4) Design, construction, and location of court facilities.
- (5) Delivery of court services.

(6) Hours of operation of the trial courts and trial court system.

(c) The impact from matters in subdivision (b) shall be included within the scope of representation as those matters affect wages, hours, and terms and conditions of employment of court interpreters. The regional court interpreter employment relations committee shall be required to meet and confer in good faith with respect to that impact.

(d) The trial courts have the right to determine assignments and transfers of court interpreters, provided that the process, procedures, and criteria for assignments and transfers are included within the scope of representation.

**71817. Notice of rules, practices, and policies from employment relations committee to employee organization**

(a) Except in cases of emergency, as provided in this section, the regional court interpreter employment relations committee shall give reasonable written notice to a recognized employee organization affected by any rule, practice, or policy directly relating to matters within the scope of representation proposed to be adopted by the regional court interpreter employment relations committee, and shall give that recognized employee organization the opportunity to meet with the committee.

(b) In cases of emergency when the regional court interpreter employment relations committee determines that any rule, policy, or procedure must be adopted immediately without prior notice or meeting with a recognized employee organization, the regional court interpreter employment relations committee shall provide a notice and opportunity to meet at the earliest practicable time following the adoption of the rule, policy, or procedure.

**71818. Meet and confer**

The regional court interpreter employment relations committee, or those representatives as it may designate, shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment within the scope of representation, as defined in this chapter, with representatives of the recognized employee organizations, and shall consider fully the presentations that are made by the recognized employee organization on behalf of its members prior to arriving at a determination of policy or course of action.

**71819. Memorandum of understanding or agreement**

If agreement is reached by the representatives of the regional court interpreter employment relations committee and a recognized employee organization, they shall jointly prepare a written memorandum of understanding or agreement, which is not binding, and present it to the regional court interpreter employment relations committee or its designee for ratification.

**71820. Mediation**

If after a reasonable period of time, representatives of the regional court interpreter employment relations committee and the recognized employee organization fail to reach agreement, the regional court interpreter employment relations committee and the recognized employee organization together may agree upon the appointment of a mediator mutually agreeable to the parties. Costs of mediation, if any, shall be divided one-half to the trial courts within the region and one-half to the recognized employee organization.

**71821. Employee representatives; time off**

The trial courts shall allow a reasonable number of court interpreter employee representatives of a recognized employee organization reasonable time off, without loss of compensation or other benefits, when formally meeting and conferring with representatives of the regional court interpreter employment relations committee on matters within the scope of representation.

**71822. Prohibited conduct**

The trial courts, the regional court interpreter employment relations committee, and employee organizations may not interfere with, intimidate, restrain, coerce, harass, or discriminate against applicants for interpreter employment or interpreter employees because of their membership in an interpreter association or employee organization, because of their participation in any grievance, complaint, or meet and confer activities, or for the exercise of any other rights granted to interpreter employees under this chapter.

**71823. Rules and regulations**

(a) On or before April 1, 2003, the regional court interpreter employment relations committee shall adopt reasonable rules and regulations for the administration of

employer-employee relations under this chapter, which shall be binding on the trial courts within the region. These rules shall include provisions for all of the following:

(1) Verification that an organization represents employees of the trial courts within the applicable region.

(2) Verification of the official status of employee organization officers and representatives.

(3) Registration of employee organizations and recognition of these organizations as representatives of interpreters employed by the trial courts in the region.

(4) Establishment of a single, regional bargaining unit of all court interpreters employed by the trial courts in the region, including court interpreters pro tempore.

(5) Recognition of an employee organization as the exclusive representative of all court interpreters employed by the trial courts in the region, subject to the right of a court interpreter to represent himself or herself, as provided in Section 71813, upon either of the following:

(A) Presentation of a petition or cards with the signatures of 50 percent plus one of the court interpreters employed by the trial courts in the region during the payroll period immediately prior to the presentation of the cards or petition, including court interpreters pro tempore, regardless of whether they have been appointed to interpret during that payroll period, if they have worked for the trial courts as independent contractors or employees for at least 15 days in the six months prior to the filing of the petition or cards with those signatures having been obtained within one year prior to presentation of the petition or cards. A signature shall be valid even if the interpreter was not yet an employee at the time the petition or card was signed if the interpreter had previously performed work for the trial courts as an independent contractor, provided that the signature was obtained no more than 90 days before the interpreter became an employee. The results of a request for recognition under this provision shall be certified within 10 days after presentation of the cards or petition.

(B) Receipt by the employee organization of 50 percent plus one of the votes cast at a secret ballot representation election conducted by mail. A representation election shall be held within 30 days after presentation of a 30-percent or greater showing of interest from employees eligible to vote in the representation election by means of a petition or cards supported by signatures obtained within one year prior to the presentation of the petitions or cards. A signature shall be valid even if the interpreter was not yet an

employee at the time the petition or card was signed if the interpreter had previously performed work for the trial courts as an independent contractor, provided that the signature was obtained no more than 90 days before the interpreter became an employee. All certified and registered interpreters employed by the trial courts in the payroll period immediately prior to the election, including court interpreters pro tempore, shall be eligible to vote in the election, regardless of whether they have been appointed to interpret during that payroll period, so long as they have worked for the trial courts as independent contractors or employees for at least 15 days in the six months prior to the filing of the petition or cards. A list of eligible voters shall be provided to the employee organization within 10 days after submission of the petition or cards. Certification of the results of a representation election shall occur within 30 days after the election is concluded.

(6) Procedures for the resolution of disputes involving wages, hours, and other terms and conditions of employment.

(7) Access of employee organization officers and representatives to work locations.

(8) Use of official bulletin boards and other means of communication by employee organizations.

(9) Furnishing nonconfidential information pertaining to employment relations to an employee organization.

(10) Revocation of recognition of an employee organization formally recognized as majority representative pursuant to a vote of the employees by a majority vote of the employees only after a period of not less than 12 months following the date of recognition. A vote shall be requested by a petition or cards signed by at least 30 percent of the employees within the bargaining unit, with those signatures having been obtained within one year prior to presentation of the petition or cards.

(11) Any other matters that are necessary to carry out the purposes of this chapter.

(b) If there is a recognized employee organization in the region, the regional court interpreter employment relations committee may amend the reasonable rules and regulations adopted pursuant to subdivision (a) by adopting reasonable rules and regulations, after meeting and conferring in good faith, for the administration of employer-employee relations under this chapter, which shall be binding on the trial courts within the region.

(c) Interpreters and recognized employee organizations shall be able to challenge a rule or regulation of the regional court interpreter employment relations committee or a trial court as a violation of this chapter.

**71824. Dues deductions**

A court interpreter may authorize a dues deduction from his or her salary or wages in the same manner provided to public agency employees pursuant to Section 1157.1, 1157.2, 1157.3, 1157.4, 1157.5, or 1157.7.

**71825. Public Employment Relations Board; powers and duties; unfair practice charges; enforcement of rules; management employees; violation of rule or regulation**

(a) As used in this section, “board” means the Public Employment Relations Board established pursuant to Section 3541.

(b) The powers and duties of the board described in Section 3541.3 shall also apply, as appropriate, to this chapter and shall include the authority as set forth in subdivisions (c) and (d). Included among the appropriate powers of the board are the power to order elections, to conduct any election the board orders, and to adopt rules to apply in areas where a regional court interpreter employment relations committee has no rule.

(c) A complaint alleging any violation of this chapter or of any rules and regulations adopted by a regional court interpreter employment relations committee pursuant to Section 71823 shall be processed as an unfair practice charge by the board. The initial determination as to whether the charge of unfair practice is justified and, if so, the appropriate remedy necessary to effectuate the purposes of this chapter, shall be a matter within the exclusive jurisdiction of the board, except that in an action to recover damages due to an unlawful strike, the board shall have no authority to award strike-preparation expenses as damages, and shall have no authority to award damages for costs, expenses, or revenue losses incurred during, or as a consequence of, an unlawful strike. The board shall apply and interpret unfair labor practices consistent with existing judicial interpretations of this chapter and subdivision (b) of Section 71826. The board shall not issue a complaint in respect of any charge based upon an alleged unfair practice occurring more than six months prior to the filing of the charge, except that if the rules and regulations adopted by a regional court interpreter employment relations committee require exhaustion of a remedy prior to filing an unfair practice charge or the charging party chooses to exhaust a regional court interpreter employment relations committee’s remedy prior to filing an unfair practice charge, the

six-month limitation set forth in this subdivision shall be tolled during such reasonable amount of time it takes the charging party to exhaust the remedy, but nothing herein shall require a charging party to exhaust a remedy when that remedy would be futile.

(d) The board shall enforce and apply rules adopted by a regional court interpreter employment relations committee concerning unit determinations, representation, recognition, and elections.

(e) This section does not apply to employees designated as management employees.

(f) The board shall not find it an unfair practice for an employee organization to violate a rule or regulation adopted by a regional court interpreter employment relations committee if that rule or regulation is itself in violation of this chapter.

**71825.05. Appeal of administrative law judge decision regarding recognition or certification of employee organization; final order of board**

Notwithstanding any other law, if a decision by an administrative law judge regarding the recognition or certification of an employee organization is appealed, the decision shall be deemed the final order of the board if the board does not issue a ruling that supersedes the decision on or before 180 days after the appeal is filed.

**71825.1. Petition for writ of extraordinary relief; filing; enforcement of final decision or order after expiration of time to petition**

(a) Any charging party, respondent, or intervenor aggrieved by a final decision or order of the board in an unfair practice case, except a decision of the board not to issue a complaint in such a case, and any party to a final decision or order of the board in a unit determination, representation, recognition, or election matter that is not brought as an unfair practice case, may petition for a writ of extraordinary relief from that decision or order. A board order directing an election may not be stayed pending judicial review.

(b) A petition for a writ of extraordinary relief shall be filed in the district court of appeal having jurisdiction over the county where the events giving rise to the decision or order occurred. The petition shall be filed within 30 days from the date of the issuance of the board's final decision or order, or order denying reconsideration, as applicable. Upon the filing of the petition, the court shall cause notice to be served upon the board and thereafter shall have jurisdiction of the proceeding. The board shall

file in the court the record of the proceeding, certified by the board, within 10 days after the clerk's notice unless that time is extended by the court for good cause shown. The court shall have jurisdiction to grant any temporary relief or restraining order it deems just and proper, and in like manner to make and enter a decree enforcing, modifying, and enforcing as modified, or setting aside in whole or in part the decision or order of the board. The findings of the board with respect to questions of fact, including ultimate facts, if supported by substantial evidence on the record considered as a whole, shall be conclusive. Title 1 (commencing with Section 1067) of Part 3 of the Code of Civil Procedure relating to writs shall, except where specifically superseded by this section, apply to proceedings pursuant to this section.

(c) If the time to petition for extraordinary relief from a board decision or order has expired, the board may seek enforcement of any final decision or order in a district court of appeal or superior court having jurisdiction over the county where the events giving rise to the decision or order occurred. The board shall respond within 10 days to any inquiry from a party to the action as to why the board has not sought court enforcement of the final decision or order. If the response does not indicate that there has been compliance with the board's final decision or order, the board shall seek enforcement of the final decision or order upon the request of the party. The board shall file in the court the record of the proceeding, certified by the board, and appropriate evidence disclosing the failure to comply with the decision or order. If, after hearing, the court determines that the order was issued pursuant to the procedures established by the board and that the person or entity refuses to comply with the order, the court shall enforce the order by writ of mandamus or other proper process. The court may not review the merits of the order.

**71825.2. Negotiations; written agreements; binding effect; enforcement; adoption of rules of court**

(a) Any written agreements reached through negotiations held pursuant to this article are binding upon the parties, upon adoption under Section 71819, and, notwithstanding Sections 1085 and 1103 of the Code of Civil Procedure requiring the issuance of a writ to an inferior tribunal, any of those agreements may be enforced by petitioning the superior court for relief pursuant to Section 1085 or 1103 of the Code of Civil Procedure.

(b) Written agreements reached through negotiations held pursuant to this article that contain provisions requiring the arbitration of controversies arising out of the agreement, shall be subject to enforcement under Title 9 (commencing with Section 1280) of Part 3 of the Code of Civil Procedure.

(c) The Judicial Council shall adopt rules of court that shall provide a mechanism for the establishment of a panel of court of appeal justices who shall be qualified to hear petitions under Title 9 (commencing with Section 1280) of Part 3 of the Code of Civil Procedure, and writ applications under Sections 1085 and 1103 of the Code of Civil Procedure, and as specified in those rules, from which a single justice shall be assigned to hear the matter in the superior court. The rules of court shall provide that these matters shall be heard in the superior court and, to the extent permitted by law, shall provide that any justice assigned to hear the matter in the superior court shall not be from the court of appeal district in which the action is filed, and shall further provide that appeals in those matters shall be heard in the court of appeal district where the matter was filed.

**71826. Application of other law**

(a) The enactment of this chapter may not be construed as making Section 923 of the Labor Code applicable to court interpreters.

(b) Court interpreters and the trial courts are not covered by Chapter 10 (commencing with Section 3500) of Division 4 of Title 1, or any subsequent changes thereto except as provided in this chapter. However, if the language of this chapter is the same or substantially the same as that contained in Chapter 10 (commencing with Section 3500) of Division 4 of Title 1, it shall be interpreted and applied in accordance with the judicial interpretations of the same language.

**71827. Severability**

If any provision of this chapter, or the application thereof, to any person or circumstances, is held invalid, the invalidity may not affect other provisions or application of the chapter that can be given effect without the invalid provisions or application and, to this end the provisions of this chapter are severable.

**71828. Solano and Ventura Counties; interpreters excluded from chapter**

(a) This chapter does not apply to trial courts in Solano and Ventura Counties. Labor and employment relations for court interpreters employed by trial courts in Solano and Ventura Counties shall remain subject to the Trial Court Employment Protection and Governance Act (Chapter 7 (commencing with Section 71600)), and nothing in this

chapter shall be construed to affect the application of that act to court interpreters employed by those counties.

(b) If an interpreter employed by a trial court in a different county accepts a temporary appointment to perform services for a trial court in Solano or Ventura County, the interpreter shall be treated for purposes of compensation, employee benefits, seniority, and discipline and grievance procedures, as having performed the services in the trial court in which the interpreter is employed.

(c) If an interpreter employed by a trial court in Solano or Ventura County accepts a temporary appointment to perform services for another trial court, the interpreter shall be treated for purposes of compensation, employee benefits, seniority, and discipline and grievance procedures, as having performed the services in the trial court in which the interpreter is employed.

(d) This chapter also does not apply to court interpreters who have been continuously employed by a trial court in any county beginning prior to September 1, 2002, and who are covered by a memorandum of understanding or agreement entered into pursuant to the Trial Court Employment Protection and Governance Act (Chapter 7 (commencing with Section 71600)), and to future employees hired in the same positions as replacements for those employees. For any other certified or registered interpreters hired by trial courts as employees prior to December 31, 2002, the trial courts may not change existing job classifications and may not reduce their wages and benefits during the regional transition period or during the term of an existing contract, whichever is longer.

**71829. List of certified and registered court interpreters**

The trial courts shall provide to the Judicial Council on or before March 1, 2003, a list of certified and registered court interpreters appointed by the trial courts as independent contractors between January 1, 2002, and January 1, 2003, including the number of court days or parts of court days those interpreters have been appointed by each trial court during that year and each of the prior four years. The Judicial Council shall provide this list to registered employee organizations.

