

**AFFILIATION AGREEMENT BETWEEN
CALIFORNIA FEDERATION OF INTERPRETERS (CFI)**

AND

**NORTHERN CALIFORNIA MEDIA WORKERS LOCAL 39521
AND THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS OF AMERICA (TNG-
CWA)**

I. PURPOSE

To further advance and uphold the interests and standards of court interpreters and translators in Southern California, CFI and Northern California Media Workers Local 39521 and The Newspaper Guild-CWA (TNG-CWA) enter into this Affiliation Agreement.

II. MEMBERSHIP

Upon ratification by CFI and execution of this Agreement by all parties, CFI shall be a unit of the Northern California Media Workers Local 39521.

All members of CFI shall be full members of the Northern California Media Workers Local 39521, enjoying the same voice in the union and obligation to build the union as all other members.

Should any group(s) of members of CFI achieve collective bargaining, only those members directly affected by a contract settlement shall be eligible to ratify an agreement. Such members shall be considered members of the CFI unit for purposes of representation in Local 39521.

III. UNIT AUTONOMY

The attached bylaws shall become the rules under which the CFI unit shall operate. After the signing of this agreement, changes to the rules may be made as long as the changes do not conflict with the bylaws of Local 39521 or the constitutions of CWA and TNG-CWA.

The purpose of the above paragraph is to allow CFI to pursue goals and objectives as they deem necessary to support and build the membership.

IV. NORTHERN CALIFORNIA MEDIA WORKERS LOCAL 39521

To help build CFI and The Translators and Interpreters Guild (TTIG) Local 2100, Local 39521 shall allow CFI members to participate and/or represent TTIG in matters affecting translators and interpreters. Expenses related to the participation shall not be unreasonably withheld by Local 39521.

V. THE TRANSLATORS AND INTERPRETERS LOCAL 32100

CEI, TTIG, TNG-CWA and Local 39521 will negotiate an agreement allowing CFI members to be eligible for some benefits and services available to TTIG members. Local 39521, TNG-CWA and TTIG shall work out an agreement to cover the cost of such services.

VI. SERVICES

The CWA, TNG-CWA, the Northern California Media Workers Local 39521 and TTIG Local 32100 shall provide assistance to California Federation of Interpreters Local 39521 members in the following areas:

- **Research:** The CWA research department shall provide requested information.
- **Organizing:** CWA and TNG-CWA shall assist in organizing court interpreters including providing staff assistance, training, development of material, public relations and legal support. CWA shall support organizing, including funding or partially funding organizers, as it does with all other locals.
- **Education and Training:** Local 39521, TTIG and TNG-CWA shall provide leadership training, officer training and access to advanced union education programs.
- **Staff Support:** CWA shall make staff available to assist in lobbying efforts before counties, state, judicial or any other appropriate government entity to support bargaining rights and/or legislation to improve wages and working conditions for court interpreters.
- **Collective Bargaining:** Should CFI Local 39521 become eligible to bargain for court interpreters, Local 39521 and TNG-CWA shall provide staff to assist in bargaining an agreement. Local 39521 shall provide staff to assist in enforcing any collective bargaining agreements.
- **Legal Representation:** Local 39521 shall provide legal representation in accordance with the terms of the TNG-CWA Legal Policy. CFI retains the right to proceed with any legal action at its own cost, regardless of whether such action is approved for representation by TNG-CWA, provided that such action is taken in accordance with TNG-CWA Constitution Art. XI Sec. 15.

VII. CFI DUES

Beginning Jan. 1, 2001, the annual dues for active members shall be \$100 per year and shall remain the same until Jan. 1, 2004, at which time the annual dues will be two times the federal minimum hourly wage per month for twelve months, as required by the CWA Constitution or CWA Convention action. Currently that is equivalent to \$120 per year.

If a group of CFI members secures a collective bargaining agreement, those members affected shall pay the dues rate as defined in the bylaws of Local 39521 after the agreement is ratified by the unit and goes into effect. The dues rate in this paragraph shall be in place of the dues rate in the previous paragraph. Any prepayment of dues from the previous paragraph shall be reimbursed when a collective bargaining agreement is in effect.

Upon affiliation, Local 39521 shall remit the full per capita payment to TNG-CWA for each member. Should any CFI members become covered by a collective bargaining agreement, Local 39521 shall remit per capita as required by Art. XVIII Sec. 7(a) of the TNG-CWA constitution.

It is understood that a CFI member may also be a member of TTIG at the time of affiliation. If dues have been credited to a member for months beyond the affiliation date, then the member shall not pay dues to Local 39521 until the first month following the last month a dues payment is credited to TTIG.

VIII. CFI ASSETS AND LIABILITIES

Beginning April 1, 2001, all CFI unit members shall pay dues directly to Local 39521. All membership dues for the year 2001 collected prior to the signing of this affiliation agreement will be remitted to Local 39521. CFI shall have the right to retain all assets other than CFI membership dues for the year 2001. CFI shall also have the right to retain all income other than CFI unit dues. CFI shall determine the best use of its assets to support and build its membership. Local 39521 shall exercise no control over CFI's assets as long as CFI or its officers do not violate their duties under the constitution and federal law. Should this affiliation agreement not become permanent and becomes null and void by request of any of the parties, Local 39521 shall have no claim to any of the assets held by CFI prior to the signing of this affiliation agreement. Should either party choose to terminate this agreement prior to CFI's permanent affiliation with Local 39521, all dues collected during the calendar year of termination shall be returned to CFI on a per capita prorated basis. CFI shall fund and be responsible for any liabilities accumulated prior to affiliation.

Local 39521 shall treat the CFI unit in the same manner as any other unit in the local with respect to the availability and use of local funds to support the unit. CFI shall not be required to use the separate account to fund activities or programs that are normally supported by Local 39521 for other units of the local.

IX. JURISDICTION

CFI shall retain jurisdiction, for representation purposes, over all of Southern California, and all court interpreters residing in Southern California who join CFI shall remain CFI members with CFI jurisdiction over its membership.

X. TERM OF AGREEMENT

This agreement shall be valid for four years, commencing _____, and shall become permanent thereafter. During this four-year period, the CWA or CFI may nullify this agreement upon giving 120 days' notice. At the end of the four-year period, CFI shall be permanently affiliated.

At CFI's discretion, CFI may elect to become a separate local of TNG-CWA. Once CFI members in a recognized or certified bargaining unit are paying the constitutionally mandated dues, the CFI unit shall have the discretion to form its own local.

Except specifically noted herein, this agreement shall not conflict with the Constitution of TNG-CWA and the CWA.

Signed *Lyle* 4-2-01
CFI President Date

Signed *D. B. ...* 4-18-01
Local 39521 ~~President~~ *Executive Office* Date

Signed *Jinda K. Foley* 4/26/01
TNG-CWA President Date