

**Introduced by Senator Escutia**

February 21, 2001

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An act to add Article 4.5 (commencing with Section 68575) to Chapter 2 of Title 8 of the Government Code, relating to courts.

LEGISLATIVE COUNSEL'S DIGEST

SB 371, as amended, Escutia. Courts: interpreters.

*Existing law sets forth the provisions and procedures governing employer-employee relations for the trial courts, as specified.*

*This bill would establish the Trial Court Interpreter Employment and Labor Relations Act and would establish provisions and procedures governing the employment and compensation of certified and registered trial court interpreters employed by the Judicial Council, as specified.*

~~Existing law provides for the regulation and certification of court interpreters, subject to the oversight of the Judicial Council.~~

~~This bill would state the intention of the Legislature to enact legislation during the 2001-2002 Regular Session related to the employment of certified and registered court interpreters.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes. State-mandated local program: no.

*The people of the State of California do enact as follows:*

- 1 ~~SECTION 1. Article 4.5 (commencing with Section 68575)~~
- 2 ~~is added to Chapter 2 of Title 8 of the Government Code, to read:~~
- 3

1 Article 4.5. ~~Court Interpreters~~

2  
3 ~~68575. It is the intent of the Legislature to enact legislation~~  
4 ~~during the 2001–2002 Regular Session related to the employment~~  
5 ~~of certified and registered court interpreters in the state’s judicial~~  
6 ~~branch.~~

7 SECTION 1. *The Legislature finds and declares that:*

8 (a) *Certified and registered court interpreters provide sign and*  
9 *spoken language services to the court, attorneys, defendants,*  
10 *victims, and witnesses in trial court proceedings. These services*  
11 *are vital to ensuring access and fairness in the trial courts.*

12 (b) *Many certified and registered court interpreters work in*  
13 *several trial court jurisdictions and travel between court locations*  
14 *to accommodate the trial courts’ demand for services.*

15 (c) *The Judicial Council is charged by statute with adopting*  
16 *statewide standards and requirements for interpreter certification,*  
17 *continuing education, certification renewal, discipline, and*  
18 *professional conduct, as well as statewide programs for interpreter*  
19 *recruiting, training, and evaluation. The Judicial Council also sets*  
20 *the statewide per diem rate for compensating interpreters who*  
21 *perform services for the trial courts as independent contractors.*

22 (d) *The trial courts suffer chronic shortages of certified and*  
23 *registered interpreters to provide these services. The Judicial*  
24 *Council reports that in fiscal year 1998–99, noncertified*  
25 *individuals were used in nearly one-third of all interpreted*  
26 *proceedings.*

27 (e) *Prosecution of cases, due process, and equal access are*  
28 *impeded and delayed in the trial courts due to the shortage of*  
29 *certified and registered court interpreters.*

30 (f) *The vast majority of interpreters working in the trial courts*  
31 *are classified as independent contractors and therefore enjoy none*  
32 *of the rights and protections granted to employees, receive no*  
33 *medical or health benefits even if they work on a full-time basis,*  
34 *and have no opportunity to choose an employee organization to*  
35 *represent them in bargaining.*

36 (g) *The creation of a stable, statewide employment system for*  
37 *court interpreters is necessary to attract and retain a sufficient*  
38 *number of well-qualified interpreters to perform work in the trial*  
39 *courts in the future and to ensure the quality of the services they*  
40 *provide and efficient use of resources.*



1     *(h) It is the purpose of this act to convert from the present*  
2 *system in which the vast majority of interpreters are treated as*  
3 *independent contractors to a system in which all certified and*  
4 *registered court interpreters performing sign and spoken language*  
5 *interpretation of trial court proceedings, except interpreters paid*  
6 *directly by the parties to a trial court proceeding, are employees*  
7 *of the Judicial Council and have the same rights as are granted to*  
8 *trial court employees to form, join, and participate in the activities*  
9 *of employee organizations of their own choosing, and to be*  
10 *represented in their labor relations with their employer in a single,*  
11 *statewide bargaining unit.*

12     *SEC. 2. Article 4.5 (commencing with Section 68575) is*  
13 *added to Chapter 2 of Title 8 of the Government Code, to read:*

14  
15     *Article 4.5. Trial Court Interpreter Employment and Labor*  
16                                     *Relations Act*  
17

18     68575. *This article may be cited as the Trial Court Interpreter*  
19 *Employment and Labor Relations Act, and applies to certified and*  
20 *registered court interpreters employed by the Judicial Council.*

21     68576. *On or before April 1, 2002, all certified and registered*  
22 *court interpreters performing sign and spoken language*  
23 *interpretation of trial court proceedings, except interpreters paid*  
24 *directly by the parties to a trial court proceeding, shall*  
25 *automatically become employees of the Judicial Council, under*  
26 *the direction of the Administrative Director of the Courts. The*  
27 *Judicial Council may delegate to local trial courts responsibility*  
28 *for appointing and scheduling interpreters to provide services.*

29     68577. *Notwithstanding Section 68500, court interpreters*  
30 *employed by the Judicial Council shall have the same rights to*  
31 *form, join, and participate in the activities of employee*  
32 *organizations of their own choosing for the purpose of*  
33 *representation on all matters of employer-employee relations with*  
34 *the Judicial Council.*

35     68578. *(a) The scope of representation shall include all*  
36 *matters relating to employment conditions and*  
37 *employer-employee relations, including, but not limited to, wages,*  
38 *hours, and other terms and conditions of employment. However,*  
39 *the scope of representation shall not include consideration of the*



1 *merits, necessity, or organization of any service or activity*  
2 *provided by law or executive order.*

3 *(b) In view of the unique and special responsibilities of the*  
4 *Judicial Council and the trial courts in the administration of*  
5 *justice, decisions regarding the following matters may not be*  
6 *included within the scope of representation:*

7 *(1) The merits and administration of the trial court system.*

8 *(2) Coordination, consolidation, and merger of trial courts and*  
9 *support staff.*

10 *(3) Automation, including, but not limited to, fax filing,*  
11 *electronic recording, and implementation of information systems.*

12 *(4) Design, construction, and location of court facilities.*

13 *(5) Delivery of court services.*

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

15 *(c) The impact from matters in subdivision (b) shall be included*  
16 *within the scope of representation as those matters affect wages,*  
17 *hours, and terms and conditions of employment of court*  
18 *interpreters. The Judicial Council shall be required to meet and*  
19 *confer in good faith with respect to that impact.*

20 *(d) The Judicial Council shall have the right to determine*  
21 *assignments and transfers of court interpreters, provided that the*  
22 *process, procedures, and criteria for assignments and transfers*  
23 *shall be included within the scope of representation.*

24 *68579. A recognized employee organization shall have the*  
25 *right to represent its members in their employment relations with*  
26 *Judicial Council as to matters covered by this article. Employee*  
27 *organizations may establish reasonable restrictions regarding*  
28 *who may join and may make reasonable provisions for the*  
29 *dismissal of individuals from membership. Nothing in this article*  
30 *shall prohibit any employee from appearing on his or her own*  
31 *behalf regarding employment relations with the Judicial Council.*

32 *68580. On or before April 1, 2002, the Judicial Council shall*  
33 *adopt reasonable rules for the administration of*  
34 *employer-employee relations under this article. These rules shall*  
35 *include provisions for all of the following:*

36 *(a) Registration of employee organizations and recognition of*  
37 *these organizations as representatives of interpreters employed by*  
38 *the Judicial Council.*



1 (b) Establishment of a single, statewide bargaining unit of all  
2 certified and registered court interpreters employed by the Judicial  
3 Council.

4 (c) Recognition of an employee organization as the exclusive  
5 representative upon proof of majority support in the form of signed  
6 cards or a petition by the members of the single, statewide  
7 bargaining unit.

8 (d) Recognition of an employee organization as the exclusive  
9 representative of the members of the single, statewide bargaining  
10 unit if chosen by a vote of 50 percent plus one of those voting in a  
11 secret-ballot election held by mail.

12 (e) A representation election to be held within 30 days after  
13 presentation of a 30-percent or greater showing of interest from  
14 employees eligible to vote in the representation election by means  
15 of a petition or cards supported by signatures obtained within the  
16 prior one-year period.

17 (f) Eligibility to vote in the representation election and to sign  
18 petitions shall apply to all certified and registered interpreters  
19 appointed to interpret trial court proceedings in any trial court  
20 jurisdiction, whether as an employee or independent contractor, in  
21 the payroll period immediately prior to an election or at least 26  
22 days during the 180 days preceding the submission of a petition.

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

25 (h) Access of employee organization officers and  
26 representatives to work locations.

27 (i) Use of official bulletin boards and other means of  
28 communication by employee organizations.

29 (j) Furnishing nonconfidential information pertaining to  
30 employment relations to an employee organization.

31 (k) Revocation of recognition of an employee organization  
32 formally recognized as majority representative pursuant to a vote  
33 of the employees by a majority vote of the employees only after a  
34 period of not less than 12 months following the date of recognition.

35 (l) Any other matters as are necessary to carry out the purposes  
36 of this article.

37 68581. (a) Except in cases of emergency as provided in this  
38 section, the Judicial Council shall give reasonable written notice  
39 to a recognized employee organization affected by any rule,  
40 practice, or policy directly relating to matters within the scope of



1 representation proposed to be adopted by the Judicial Council,  
2 and shall give that recognized employee organization the  
3 opportunity to meet with the Judicial Council.

4 (b) In cases of emergency when the Judicial Council  
5 determines that any rule, policy, or procedure must be adopted  
6 immediately without prior notice or meeting with a recognized  
7 employee organization, the Judicial Council shall provide a notice  
8 and opportunity to meet at the earliest practicable time following  
9 the adoption of the rule, policy, or procedure.

10 68582. The Judicial Council, or those representatives as it  
11 may designate, shall meet and confer in good faith regarding  
12 wages, hours, and other terms and conditions of employment  
13 within the scope of representation, as defined in this article, with  
14 representatives of the recognized employee organizations, and  
15 shall consider fully the presentations that are made by the  
16 recognized employee organization on behalf of its members prior  
17 to arriving at a determination of policy or course of action.

18 68583. If agreement is reached by the representatives of the  
19 Judicial Council and a recognized employee organization or  
20 organizations, they shall jointly prepare a written memorandum of  
21 the agreement or understanding, which shall not be binding, and  
22 present it to the Judicial Council or its designee for determination.

23 68584. If after a reasonable period of time, representatives of  
24 the Judicial Council and the recognized employee organization  
25 fail to reach agreement, the Judicial Council and the recognized  
26 employee organization together may agree upon the appointment  
27 of a mediator mutually agreeable to the parties. Costs of  
28 mediation, if any, shall be divided one-half to the Judicial Council  
29 and one-half to the recognized employee organization.

30 68585. The Judicial Council shall allow a reasonable number  
31 of court interpreter employee representatives of a recognized  
32 employee organization reasonable time off, without loss of  
33 compensation or other benefits, when formally meeting and  
34 conferring with representatives of the Judicial Council on matters  
35 within the scope of representation.

36 68586. The Judicial Council and employee organizations may  
37 not interfere with, intimidate, restrain, coerce, or discriminate  
38 against court interpreters because of their exercise of their rights  
39 under this article.



1 68587. (a) Notwithstanding any other provision of law, rule,  
2 or regulation, an agency shop agreement may be negotiated  
3 between the Judicial Council and a recognized employee  
4 organization which has been recognized as the exclusive  
5 bargaining agent pursuant to this article. As used in this article,  
6 “agency shop” means an arrangement that requires an employee,  
7 as a condition of continued employment, either to join the  
8 recognized employee organization, or to pay the organization a  
9 service fee in an amount not to exceed the standard initiation fee,  
10 periodic dues, and general assessments of that organization for the  
11 duration of the agreement or a period of three years from the  
12 effective date of the agreement, whichever comes first. However,  
13 any employee who is a member of a bona fide religion, body, or sect  
14 that has historically held conscientious objections to joining or  
15 financially supporting recognized employee organizations may  
16 not be required to join or financially support any recognized  
17 employee organization as a condition of employment. In that case,  
18 an employee may be required, in lieu of periodic dues, initiation  
19 fees, or agency shop fees to pay sums equal to those dues, initiation  
20 fees, or agency shop fees to a nonreligious, nonlabor charitable  
21 organization fund exempt from taxation under Section 501(c)(3)  
22 of the Internal Revenue Code, chosen by the employee from a list  
23 of at least three funds designated in a memorandum of  
24 understanding or agreement between the Judicial Council and the  
25 employee organization, or if the memorandum of understanding or  
26 agreement fails to designate those funds, then to any fund chosen  
27 by the employee. Proof of those payments shall be made on a  
28 monthly basis to the Judicial Council as a condition of continued  
29 exemption from the requirement of financial support to the  
30 recognized employee organization.

31 (b) An agency shop provision in a memorandum of  
32 understanding or agreement that is in effect may be rescinded by  
33 a majority vote of all the employees in the unit covered by the  
34 memorandum of understanding or agreement, provided that (1) a  
35 request for a vote is supported by a petition containing the  
36 signatures of at least 30 percent of the employees in the unit; (2)  
37 the vote is by secret ballot; and (3) the vote may be taken at anytime  
38 during the term of the memorandum of understanding or  
39 agreement, but in no event shall there be more than one vote taken  
40 during that term. However, the Judicial Council and the



1 *recognized employee organization may negotiate, and by mutual*  
2 *agreement provide for, an alternative procedure or procedures*  
3 *regarding a vote on any agency shop agreement.*

4 *(c) An agency shop agreement may not apply to management,*  
5 *confidential, or supervisory employees.*

6 *(d) A recognized employee organization that has agreed to an*  
7 *agency shop provision shall keep an adequate itemized record of*  
8 *its financial transactions and shall make available annually, to the*  
9 *Judicial Council, and to the employees who are members of the*  
10 *organization, within 60 days after the end of its fiscal year, a*  
11 *detailed written financial report thereof in the form of a balance*  
12 *sheet and an operating statement, certified as to accuracy by its*  
13 *president and treasurer or corresponding principal officer, or by*  
14 *a certified public accountant. An employee organization required*  
15 *to file financial reports under the federal Labor-Management*  
16 *Reporting and Disclosure Act of 1959 (Griffin Landrum Act)*  
17 *covering employees governed by this chapter or required to file*  
18 *financial reports under Section 3546.5, may satisfy the financial*  
19 *reporting requirement of this section by providing the Judicial*  
20 *Council with a copy of those financial reports.*

21 *68588. A court interpreter shall have the right to authorize a*  
22 *dues deduction from his or her salary or wages in the same manner*  
23 *provided to public agency employees pursuant to Section 1157.1,*  
24 *1157.2, 1157.3, 1157.4, 1157.5, or 1157.7.*

25 *68589. (a) The enactment of this article may not be construed*  
26 *as making Section 923 of the Labor Code applicable to court*  
27 *interpreters.*

28 *(b) Court interpreters and the Judicial Council are not covered*  
29 *by Chapter 10 (commencing with Section 3500) of Division 4 of*  
30 *Title 1, or any subsequent changes thereto except as provided in*  
31 *this article. However, where the language of this article is the same*  
32 *or substantially the same as that contained in Chapter 10*  
33 *(commencing with Section 3500) of Division 4 of Title 1, it shall*  
34 *be interpreted and applied in accordance with the judicial*  
35 *interpretations of the same language.*

36 *68590. (a) On or before April 1, 2002, the Judicial Council*  
37 *shall establish a court interpreter employment protection system.*  
38 *This article establishes minimum standards, and the court*  
39 *interpreter employment protection system shall, at a minimum,*  
40 *conform to the requirements of this article.*



1 (b) Nothing in this article shall preclude the establishment of  
2 enhanced employment protection systems pursuant to personnel  
3 policies, procedures, or plans subject to meet and confer in good  
4 faith.

5 (c) Nothing in this article shall be construed to provide, either  
6 explicitly or implicitly, a civil cause of action for breach of  
7 contract, either express or implied, arising out of a termination of  
8 employment.

9 68591. (a) The court interpreter employment protection  
10 system shall include progressive discipline, as defined by the  
11 Judicial Council's personnel policies, procedures, or plans,  
12 subject to meet and confer in good faith. Except for layoffs for  
13 organizational necessity, discipline, up to and including  
14 termination of employment, shall be for cause.

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

18 68592. (a) A court interpreter may be laid off based on the  
19 organizational necessity of the Judicial Council. The Judicial  
20 Council shall develop, subject to meet and confer in good faith,  
21 personnel rules regarding procedures for layoffs for  
22 organizational necessity.

23 (b) For purposes of this section, a "layoff for organizational  
24 necessity" means a termination based on the needs or resources of  
25 the Judicial Council, including, but not limited to, a  
26 reorganization or reduction in force or lack of funds.

27 68593. Subject to meet and confer in good faith, the Judicial  
28 Council shall establish in its personnel rules a process for  
29 conducting an evidentiary due process hearing to review  
30 disciplinary decisions that by law require an evidentiary due  
31 process hearing, which shall include, at a minimum, all of the  
32 following elements:

33 (a) A procedure for appointment of an impartial hearing officer  
34 who shall not be a Judicial Council employee.

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

38 (c) The employee and Judicial Council shall have the right to  
39 call witnesses and present evidence. The Judicial Council shall be  
40 required to release court interpreters to testify at the hearing.



1 (d) *The hearing officer shall have the authority to issue*  
2 *subpoenas for the attendance of witnesses and subpoenas duces*  
3 *tecum for the production of books, records, documents, and other*  
4 *evidence as provided in Section 1282.6 of the Code of Civil*  
5 *Procedure.*

6 (e) *The employee shall have the right to representation,*  
7 *including legal counsel, if provided by the employee.*

8 (f) *If the hearing officer disagrees with the Judicial Council, he*  
9 *or she shall furnish a certified copy of the record of proceedings*  
10 *before the hearing officer to the employee or, if the employee is*  
11 *represented by a recognized employee organization or counsel, to*  
12 *that representative, without cost.*

13 68594. *Subject to meet and confer in good faith, the Judicial*  
14 *Council shall establish in its personnel rules a process for the*  
15 *Judicial Council to review a hearing officer's report and*  
16 *recommendation that provides, at a minimum, that the decision of*  
17 *the hearing officer shall be subject to review, as follows:*

18 (a) *The Judicial Council shall have 30 calendar days from*  
19 *receipt of the hearing officer's report or receipt of the record of the*  
20 *hearing, whichever is later, to issue a written decision accepting,*  
21 *rejecting, or modifying the hearing officer's report or*  
22 *recommendation unless the Judicial Council and employee*  
23 *mutually agree to a different timeframe.*

24 (b) *In making its decision under subdivision (a), the Judicial*  
25 *Council shall be bound by the factual findings of the hearing*  
26 *officer, except factual findings that are not supported by*  
27 *substantial evidence, and the Judicial Council shall give*  
28 *substantial deference to the recommended disposition of the*  
29 *hearing officer.*

30 (c) *If the Judicial Council rejects or modifies the hearing*  
31 *officer's recommendation, the Judicial Council shall specify the*  
32 *reason or reasons why the recommended disposition is rejected in*  
33 *a written statement which shall have direct reference to the facts*  
34 *found and shall specify whether the material factual findings are*  
35 *supported by substantial evidence. The Judicial Council may*  
36 *reject or modify the recommendation of the hearing officer only if*  
37 *the material factual findings are not supported by substantial*  
38 *evidence, or for any of the following reasons or reasons of*  
39 *substantially similar gravity or significance:*



1 (1) *The recommendation places an employee or the public at an*  
2 *unacceptable risk of physical harm from an objective point of view.*

3 (2) *The recommendation requires an act contrary to law.*

4 (3) *The recommendation obstructs the Judicial Council from*  
5 *performing its constitutional or statutory function from an*  
6 *objective point of view.*

7 (4) *The recommendation disagrees with the Judicial Council's*  
8 *penalty determination, but the hearing officer has not identified*  
9 *material, substantial evidence in the record that provides the basis*  
10 *for that disagreement.*

11 (5) *The recommendation is contrary to past practices in similar*  
12 *situations presented to the hearing officer that the hearing officer*  
13 *has failed to consider or distinguish.*

14 (6) *From an objective point of view, and applied by the Judicial*  
15 *Council in a good faith manner, the recommendation exposes the*  
16 *Judicial Council to present or future legal liability other than the*  
17 *financial liability of the actual remedy proposed by the hearing*  
18 *officer.*

19 (d) *If the Judicial Council's review results in rejection or*  
20 *substantial modification of the hearing officer's recommendation,*  
21 *then the final review shall be conducted by an individual other than*  
22 *the disciplining officer.*

23 68595. (a) *An employee may challenge the decision of the*  
24 *Judicial Council rejecting or modifying the hearing officer's*  
25 *recommendation by filing a writ of mandamus pursuant to Section*  
26 *1094.5 of the Code of Civil Procedure in the appropriate court, and*  
27 *the review by that court shall be based on the entire record. If*  
28 *required by the writ procedure and if not previously provided to the*  
29 *disciplined employee, the Judicial Council shall furnish a certified*  
30 *copy of the record of the proceeding before the hearing officer to*  
31 *the disciplined employee or, if the employee is represented, to the*  
32 *bargaining representative without charge. In reviewing the*  
33 *Judicial Council's rejection or modification of the hearing*  
34 *officer's recommendation, the reviewing court shall be bound by*  
35 *the hearing officer's material factual findings that are supported*  
36 *by substantial evidence.*

37 (b) *The denial of due process or the imposition of a disciplinary*  
38 *decision that by law requires a due process hearing without*  
39 *holding the required hearing may be challenged by a petition for*  
40 *a writ of mandate.*



1 68596. *The Judicial Council shall adopt personnel rules,*  
2 *subject to the obligation to meet and confer in good faith, to*  
3 *provide court interpreters with access to their official personnel*  
4 *files. The rules shall provide, at a minimum, that all of the*  
5 *following applies:*

6 (a) *The Judicial Council shall, at reasonable times and*  
7 *intervals, permit a court interpreter, upon that employee's request,*  
8 *to inspect his or her official personnel files that are used, or have*  
9 *been used, to determine that employee's qualifications for*  
10 *employment, promotion, additional compensation, or termination*  
11 *or other disciplinary action.*

12 (b) *The Judicial Council shall keep a copy of each employee's*  
13 *official personnel files at the place where the employee reports to*  
14 *work, or shall make the official personnel files available where the*  
15 *employee reports to work within a reasonable period of time after*  
16 *a request for the official personnel files by the employee.*

17 (c) *Records of a court interpreter relating to the investigation*  
18 *of a possible criminal offense, letters of reference, and other*  
19 *matters protected by constitutional, statutory, or common law*  
20 *provisions, shall be excluded from the personnel files for purposes*  
21 *of this section.*

22 68597. *No more than 180 days after April 1, 2002, the Judicial*  
23 *Council shall submit to the Legislature a plan, including proposed*  
24 *legislation to the extent necessary, for providing to certified and*  
25 *registered court interpreters employed by the Judicial Council*  
26 *both of the following:*

27 (a) *Medical benefits, except for those interpreters employed on*  
28 *a less than half-time basis.*

29 (b) *Eligibility for membership in a coordinated pension plan in*  
30 *the Public Employees' Retirement System. The plan shall include*  
31 *provisions to address the special circumstances of court*  
32 *interpreters who are near retirement age or who are ineligible to*  
33 *participate in the Public Employees' Retirement System due to*  
34 *other public employment agreements. If an employee organization*  
35 *is certified as the exclusive representative of certified and*  
36 *registered interpreters employed by the Judicial Council, the plan*  
37 *to provide medical and retirement benefits shall be developed*  
38 *subject to meet and confer with the court interpreters' exclusive*  
39 *representative.*



1 68598. (a) *During a transition period lasting from the*  
2 *effective date of this article to and including 180 days following*  
3 *April 1, 2002, the following requirements shall apply:*

4 (1) *Court interpreters employed by the Judicial Council shall*  
5 *be paid on a per diem basis for performing services in the trial*  
6 *courts, and per diem compensation shall not be reduced on*  
7 *account of the adoption of this article.*

8 (2) *The Judicial Council and the trial courts shall preserve*  
9 *existing local trial court practices and policies regarding the*  
10 *selection, scheduling, and assignment of interpreters to interpret*  
11 *trial court proceedings.*

12 (b) *Registered and certified interpreters who have been*  
13 *employees of a trial court on at least a half-time basis for at least*  
14 *two years prior to April 1, 2002 may elect to remain trial court*  
15 *employees during a one-year transition period from the effective*  
16 *date of this statute. The Judicial Council shall develop policies for*  
17 *the conversion of these interpreters to employees of the Judicial*  
18 *Council in a manner that preserves their existing benefits.*

19 68599. *If any provision of this article, or the application*  
20 *thereof, to any person or circumstances, is held invalid, the*  
21 *invalidity shall not affect other provisions or application of the*  
22 *article which can be given effect without the invalid provisions or*  
23 *application and, to this end the provisions of this article are*  
24 *severable.*

