

**SIDE LETTER OF UNDERSTANDING BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721 - COURT
REPORTERS UNIT**

COURT REPORTER HIRING AND RETENTION INCENTIVES

The Superior Court of California, County of Los Angeles ("The Court") and the Service Employees International Union, Local 721 - Court Reporters Unit ("The Union") (collectively "The Parties") agree to this Side Letter of Understanding ("LOU") as an addendum to the current Memorandum of Understanding ("MOU") between The Parties to implement certain hiring and retention incentives for Court Reporters.

The funding for this Side Letter was appropriated in AB 107 as part of the State Budget Act. The primary purpose of this funding is to increase the number of Court Reporters employed by The Court and to maintain Court Reporters currently employed by The Court. Whereas The Parties agreed to hiring and retention incentives for the 2022-2023 and 2023-2024 fiscal years, the Court commits to making any owed payments for eligible employees as part of those agreements. In no circumstance may an employee pyramid¹ any of the incentives from the previous agreements with those contained herein.

In an effort to increase and retain Court Reporters at The Court, The Parties have met and conferred in good faith and hereby agree on the following:

1. Finder's Fee

- a. \$15,000 total paid at the following specified increments.
 - i. \$5,000 after orientation
 - ii. \$5,000 six-month anniversary
 - iii. \$5,000 one-year anniversary
- b. Payments will be issued within two regular pay periods following the designated increment.
- c. If the new Court Reporter leaves court service within the first year, the finder will not be eligible for any payment(s) beyond the (former) Court Reporter's notice of resignation date.
- d. No more than two finders per applicant/new hire will be eligible for the Finder's Fee. Applicants must provide the name of the finding employee(s) at the time of initial application submission within the required supplemental question(s). Should two finders' names be submitted, those finders will split the Finder's Fees 50/50.
- e. All Court employees are eligible to receive the Finder's Fee unless they are a member of the Senior Executive Team, Court Reporter Management, or Human Resources.
- f. The amounts above will be prorated at 50% for finding employees that bring in C and V status Court Reporters who commit to working a minimum of 20 hours per week.
- g. The finding employee must be on The Court's payroll at each designated increment to

¹ Definition of "pyramid": For these incentives, it would be stacking offerings in a manner not intended within the agreement. The previous example provided: if a C-status Court Reporter was hired last year and received the incentives but decided to become full-time A-status this year, they would not be able to receive both incentives (two signing bonuses, equipment allowance, tuition reimbursement, etc.).

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- receive the Finder's Fee payment.
- h. The applicant must not have been a Court employee in the previous 12 months of the application submission date.
 - i. Employees assigned to the Court Reporter unit must be employed by the court a minimum of one (1) year to be eligible for the finder's fee. No such restrictions shall be imposed for employees within any other bargaining unit.
 - j. In the event that available recruitment and retention funds continue in FY 25/26, the terms of this section shall continue uninterrupted in FY 25/26 until a new agreement is reached for FY 25/26.

2. Signing Bonus and Relocation Reimbursement

- a. There shall be a tiered signing bonus system where the first 15 full-time (A-status) Court Reporters hired will receive a signing bonus of \$50,000. The next 10 full-time (A-status) Court Reporters hired will receive a signing bonus of \$35,000. Any subsequent full-time (A-status) Court Reporters hired will receive a signing bonus of \$20,000. There shall be no limit to those hired at the \$20,000 rate as long as funds exist.
 - a.1 The start date of a new reporter will determine their order for tier placement. If multiple employees have the same start date or if the number of employees starting on that date spans across tiers, the time their application was submitted in the Court's official applicant tracking system (NeoGov, dba governmentjobs.com) will be used to establish their tier placement.
- b. The first tier of up to \$50,000 total for a new full-time (A-status) Court Reporter that remains employed full-time by The Court for at least eighteen (18) months paid at the following increments:
 - i. \$15,000 after the first pay period (PP) after six months of employment
 - ii. \$20,000 after the first PP after 12-month anniversary
 - iii. \$15,000 after the first PP after 18-month anniversary
- c. The second tier of up to \$35,000 total for a new full-time (A-status) Court Reporter that remains employed full-time by The Court for at least eighteen (18) months paid at the following increments:
 - i. \$15,000 after the first pay period (PP) after six months of employment
 - ii. \$10,000 after the first PP after 12-month anniversary
 - iii. \$10,000 after the first PP after 18-month anniversary
- d. The third tier of up to \$20,000 total for a new full-time (A-status) Court Reporter that remains employed full-time by The Court for at least eighteen (18) months paid at the following increments:
 - i. \$10,000 after the first pay period (PP) after six months of employment
 - ii. \$5,000 after the first PP after 12-month anniversary
 - iii. \$5,000 after the first PP after 18-month anniversary
- e. Relocation Reimbursement– Any new court reporter hired during the period of this agreement who relocates their primary residence from 100 or more air miles from Stanley Mosk Courthouse shall be eligible for reimbursement of eligible moving expenses, up to **\$5,000**. Eligible expenses include rent deposits, as well as the transportation and storage of household goods and personal effects. This includes packing, crating, and transporting belongings from the former place of residence to the new primary residence, as well as the storage of said belongings for up to 30 days after they are moved. The new court reporter shall submit official documentation and receipts of the primary residence relocation within six months of beginning employment. The court reporter must stay employed with The Court, as a court reporter, a minimum of one year or shall be required to pay back the relocation bonus.
- f. Only full-time A-status employees will be eligible for the relocation reimbursement.
- g. The signing bonus amounts above will be prorated at 50% for C and V status court reporters

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who commit to working at least 20 hours per week.

- h. This incentive is retroactive to all new Court Reporters with a start date on or after July 1, 2024.
- i. For 2a,2b,2c, and 2d, the newly hired Court Reporter must be on The Court's active payroll at each designated increment to receive payment. Employees on an approved leave of more than thirty consecutive days will have payment dates delayed by a period of time equivalent to the number of days the employee was on approved leave.
- j. The newly hired Court Reporter must not have left Court service as a Court Reporter for any reason in the previous 12 months of the application submission date.
- k. Existing Court Reporters employed at the time of this agreement who are not full-time (A-status) are eligible for the signing bonus at 50% of the above amounts.
- l. In the event that available recruitment and retention funds continue in FY 25/26, the terms of this section shall continue uninterrupted in FY 25/26 until a new agreement is reached for FY 25/26.

3. Retention Bonus

- a. In accordance with the January 31, 2023 Letter of Understanding, full-time Court Reporters employed at the time the January 31, 2023 Letter of Understanding was implemented and remain employed as of May 1, 2025, will receive a \$10,000 retention bonus in the last full pay period of FY 24/25.
 - i. Full-time court reporters hired between February 1, 2023 and June 30, 2023 and who remain employed as of May 1, 2025, will receive a \$10,000 retention bonus in the last full pay period of FY 24/25.
- b. All full-time court reporters who were employed as a court reporter as of June 30, 2024, and remain employed in active pay status, will receive a \$12,000 retention bonus payable in the pay period covering May 1, 2026.
 - i. All C or V status court reporters who commit to work 20 hours per week shall be eligible for half this amount. Should a full-time court reporter change status to C or V status during this agreement, they will only be eligible for the half amount regardless of the date the status change occurred.

4. Retention Bonus (Employees with 25+ years)

- a. All full-time court reporters with 25 or more years of full-time Court service, based on the Court Service Date (CSD), as of June 1, 2025 shall receive a retention bonus of \$10,000 in the last full pay period of FY 24/25.
- b. Purchased Service Credit does not count as service time for the purpose of this agreement.

The Court Reporter must be in active pay status on the following payroll date to receive this retention bonus.

5. Equipment/Student Loan Allowance

- a. Up to \$15,000 total
 - i. \$5,000 initial payment which may be used for equipment (after first pay period)
 - ii. \$5,000 after one-year anniversary (PP after)
 - iii. \$5,000 after two-year anniversary (PP after)
- b. The amounts above will be prorated at 50% for C and V status Court Reporters who commit to work at least 20 hours per week.
- c. This incentive is retroactive to all new Court Reporters with a start date on or after July 1, 2024.
- d. The Court Reporter must provide Human Resources with proof of an active student loan at least thirty (30) days prior to their anniversary date to receive payment each year.

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- e. The new hire must not have been a Court employee in the previous 12 months of the application submission date.
- f. The Court Reporter must agree to remain working at the Court, as a court reporter, for at least 12 months after the last payment. If the Court Reporter resigns from court service, the Court Reporter shall be required to refund the court for any payments already made by the Court.

6. Floater Bonus

- a. Court Reporters actively working and assigned to the Floater Pool (not assigned to a courtroom and designated as a Regional Assigned Floater) will receive a 5% per pay period bonus. In the event AB 107 funding is renewed for FY 25/26, this bonus will continue, uninterrupted until a new LOU agreement is finalized.

7. Paid Internship

- a. The Court shall initiate a paid internship program for new licensees, students at exit speeds seeking on-the-job training, and applicants deemed not yet ready for hire. This program aims to provide paid experience by working alongside LASC official court reporters who volunteer as mentors.

Program Details:

- Cohort Size: Up to six (6) interns at any one time.
- Preference for entry into the program shall be given to new licensees.
- Duration: Up to six (6) months, not extending beyond June 30, 2025
- Responsibilities: Interns must shadow a court reporter employee who volunteers to be a mentor within the program. The intern must practice taking a simultaneous record within a courtroom.
- Compensation: Each intern who is a licensed court reporter shall be paid \$40 per hour. Each intern who is a student shall be paid \$25 per hour worked. Both licensed court reporter interns' and student interns' compensation shall be funded by AB 107.
- The Court will establish the appropriate job classification specifications, item numbers, and payroll configurations for the newly created intern positions. The Court will make all reasonable efforts to complete these processes efficiently so that recruitment and selection of interns can commence as soon as possible thereafter.

8. Miscellaneous

- a. For purposes of this agreement, program implementation shall be at the time this agreement is signed and ratified by The Parties. The agreement shall be retroactive to July 1, 2024.
- b. The Court will reimburse Court Reporters who provide proof of payment for an annual YesLaw subscription.
- c. A portion of allocated funds will be encumbered for advertising, candidate outreach, hiring events, and marketing efforts.
- d. Newly hired full-time Court Reporters will begin at Step 7 unless otherwise approved to start at Step 8.
- e. For any outstanding LACERA pensionability considerations and/or policy decisions not yet decided at the time of implementation, payment for those incentives may be delayed until a determination is made.
- f. An accounting of all funds spent from the Los Angeles Superior Court's AB 107 allocation will be provided to Joint Council at each fiscal year-end.
- g. The court agrees to provide a quarterly estimate of Los Angeles Superior Court's AB 107 funding allocation for FY 24/25 during the term of this agreement.

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- h. In the event there are projected to be any unused AB 107 funds for FY 24/25, the Court agrees to meet with SEIU/LACCRA by March 1, 2025, to develop a mutually agreeable plan to use some or all remaining funds.
 - i. The Court will make every effort to obligate the full FY 24/25 allocation for its intended purpose.
- i. The Court will encumber funds for a voice writer training program for current LASC employees not in the Court Reporter classification. This program will follow the existing program being offered by The Court.
 - i. The Court agrees to provide quarterly progress reports of the voice writer training program.
- j. If the State notifies the Court of its intention to sweep unspent funds, those funds will not be available for payment or reallocation.
- k. All payments under this agreement are contingent upon availability of funds received by the Court under AB 107. If funds are exhausted prior to the end of the fiscal year, the Court's obligation to make any additional payments shall terminate. The Court will engage with the union to explore alternative funding solutions, ensuring that contractual obligations are honored to the fullest extent possible without relying on general fund dollars to supplement any payments under this agreement.
- l. If the AB 107 recruitment and retention funding is renewed for FY25-26, the first meeting to discuss the proposals for FY 25-26 shall take place no more than 30 days after the signing of the State budget. This meeting shall include a review of previous year's fund allocations and a strategic plan for any anticipated funding shortfalls to ensure there are no delays in successor negotiations.

This incentive program shall sunset on June 30, 2025. A review of the program and continued funding authorized by the State will be factors in determining any extension of the program.

AGREED THIS 1 DAY OF November 2024.

SEIU:

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES:**

DocuSigned by:
Renee Anderson
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RENEE ANDERSON
DIRECTOR, SEIU LOCAL 721

DocuSigned by:
David Slayton
4735D96CBD7C458...

DAVID W. SLAYTON,
EXECUTIVE OFFICER/CLERK OF COURT

Signed by:
Shanna Gray
3234883F2B5D4A5...

SHANNA GRAY
PRESIDENT, LACCRA

DocuSigned by:
Jay G. Trinnaman
0D755979B1F949F...

JAY TRINNAMAN
CHIEF NEGOTIATOR, COURT

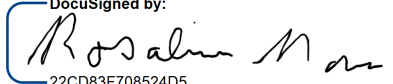
Signed by:
Angelia Parrish
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ANGELIA PARRISH
VICE PRESIDENT, LACCRA

DocuSigned by:
Joi L. Williams
C4A58E1FA1CB4E8

JOI WILLIAMS, DEPUTY DIRECTOR,
HUMAN RESOURCES

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DocuSigned by:

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ROSALINA NAVA
CHIEF STEWARD, SEIU LOCAL 721