

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
AND THE JOINT COUNCIL OF THE  
LOS ANGELES COUNTY COURT REPORTERS ASSOCIATION AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721, CTW, CLC  
REGARDING THE LOS ANGELES SUPERIOR COURT REPORTERS UNIT

THIS MEMORANDUM OF UNDERSTANDING MADE AND ENTERED ON

JANUARY 16, 2024

BY AND BETWEEN:

Authorized Management Representatives  
(hereinafter referred to as "Management") of the  
Superior Court of California, County of Los  
Angeles (hereinafter referred to as "Court")

AND

Joint Council of Los Angeles County Court  
Reporters Association and SEIU, Local 721, CTW,  
CLC (hereinafter referred to as "Joint Council" or  
"Union")

**TABLE OF CONTENTS**

ARTICLE 1 PURPOSE..... 1

ARTICLE 2 RECOGNITION..... 1

ARTICLE 3 IMPLEMENTATION ..... 1

ARTICLE 4 AUTHORIZED AGENTS ..... 2

ARTICLE 5 OBLIGATION TO SUPPORT ..... 2

ARTICLE 6 NON-DISCRIMINATION..... 3

ARTICLE 7 TERM..... 3

ARTICLE 8 RENEGOTIATION ..... 3

ARTICLE 9 GRIEVANCE PROCEDURE..... 4

ARTICLE 10 PERFORMANCE EVALUATION ..... 11

ARTICLE 11 GRIEVANCE MEDIATION ..... 11

ARTICLE 12 GRIEVANCE GENERAL IN CHARACTER ..... 12

ARTICLE 13 EXPEDITED ARBITRATION..... 13

ARTICLE 14 PAYROLL DEDUCTIONS AND DUES ..... 15

ARTICLE 15 MANAGEMENT RIGHTS ..... 16

ARTICLE 16 FULL UNDERSTANDING, MODIFICATION, WAIVER..... 17

ARTICLE 17 PROVISIONS OF LAW ..... 19

ARTICLE 18 RELEASE DUE TO REASONS OTHER THAN PERFORMANCE ..... 19

ARTICLE 19 REINSTATEMENT..... 20

ARTICLE 20 EMPLOYEE BENEFITS ..... 20

ARTICLE 21 BENEFITS MANUAL ..... 23

ARTICLE 22 PERSONNEL FILES ..... 23

ARTICLE 23 LEAVES OF ABSENCE..... 24

ARTICLE 24 EMPLOYEE LISTS AND INFORMATION..... 25

ARTICLE 25 EMPLOYEE PAYCHECK ERRORS ..... 26

ARTICLE 26 EMPLOYEE PARKING ..... 26

ARTICLE 27 SAFETY AND HEALTH ..... 27

ARTICLE 28 BULLETIN BOARDS ..... 28

ARTICLE 29 SALARY..... 29

ARTICLE 30 WORK SCHEDULES ..... 33

ARTICLE 31 STEWARDS..... 34

ARTICLE 32 WORK ACCESS..... 35

ARTICLE 33	PERSONNEL SELECTION .....	36
ARTICLE 34	EMPLOYMENT STATUS.....	37
ARTICLE 35	COURT REPORTER ASSIGNMENTS.....	39
ARTICLE 36	JOB SHARING .....	44
ARTICLE 37	OFFICE SPACE AND SUPPLIES .....	45
ARTICLE 38	IDENTIFICATION CARDS/EMPLOYMENT WORK ACCESS .....	45
ARTICLE 39	COMPUTER EQUIPMENT.....	47
ARTICLE 40	VACATION SCHEDULES.....	47
ARTICLE 41	VACATION CARRYOVER.....	49
ARTICLE 42	CONTINUING EDUCATION .....	49
ARTICLE 43	CONSULTATION ON RULES.....	51
ARTICLE 44	RIGHTS OF UNIT .....	52
ARTICLE 45	COURTROOM REPORTING CONDITIONS.....	52
ARTICLE 46	ACCESS TO COURTCONNECT.....	53
ARTICLE 47	ACCESS TO INTERNET.....	53
ARTICLE 48	LOCAL RULES OF COURT.....	53
ARTICLE 49	STRIKES AND LOCKOUTS .....	53
ARTICLE 50	JOINT LABOR/MANAGEMENT COMMITTEE.....	54
	SIDE LETTER AGREEMENT .....	55

ARTICLE 1            PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Executive Officer/Clerk of Court.

ARTICLE 2            RECOGNITION

Section 1

Pursuant to the provisions of applicable state law, Management hereby recognizes the Los Angeles County Court Reporters Association, Los Angeles County Employees Association, SEIU, Local 721, (hereinafter referred to as Joint Council) as the exclusive representative of the Los Angeles Superior Court Reporters comprised of:

Official Court Reporters and Court Reporters Pro Tempore

Section 2

Management agrees that it will recognize the Joint Council as the exclusive representative for members of this Unit within the scope of negotiations affecting wages, hours and working conditions.

ARTICLE 3            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the Executive Officer/Clerk of Court. It is agreed that this Memorandum of Understanding is not binding upon the parties unless and until the Executive Officer/Clerk of Court acts to approve said Memorandum of Understanding.

Following ratification by members of this Unit, Management will expedite the submission of this Memorandum of Understanding to the Executive Officer/Clerk of Court for approval.

Implementation will be effective as of the date approved by the Executive Officer/Clerk of Court.

ARTICLE 4            AUTHORIZED AGENTS

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

- A. Management's principal authorized agent is the Executive Officer/Clerk of Court or duly authorized representative (address 111 North Hill Street, Room 105E, Los Angeles, California 90012), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
  
- B. SEIU, Local 721's principal authorized agent is the Executive Director, or their duly authorized representative, at the following address: 1545 Wilshire Boulevard, Los Angeles, CA 90017; (213) 368-8660.

ARTICLE 5            OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Executive Officer/Clerk of Court for action, neither the Union nor Management nor their authorized representatives, will appear before or meet with the Judges individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding.

ARTICLE 6            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the Union and all other rights provided by the Trial Court Employment Protection and Governance Act. No employee will be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights. The provisions of this Memorandum of Understanding will be applied equally to all employees covered hereby without favor or discrimination because of race, color, age, national origin, political or religious affiliation, disability status, gender or sexual orientation.

The use of all nouns, pronouns, and adjectives contained in this Agreement are used in their generic sense and are not intended to indicate any distinction based upon gender.

ARTICLE 7            TERM

The term of this Memorandum of Understanding will commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event will said Memorandum of Understanding become effective prior to 12:01 a.m. on January 16, 2024.

This Memorandum of Understanding expires and will be fully terminated at 11:59 p.m. on December 31, 2026, unless the parties are still in negotiation over a successor MOU. In that event, the MOU will be extended until the parties reach agreement on a successor MOU or one or both of the parties declares impasse.

ARTICLE 8            RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party will serve upon the other during the period of September 1, 2026 to September 15, 2026, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

Negotiations will begin no later than October 15, 2026. A party wishing to declare impasse will provide advance notice of at least 15 days.

ARTICLE 9            GRIEVANCE PROCEDURE

Section 1            Purpose

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

Section 2            Definitions

1.     Wherever used, the term "employee" means either employee or employees, as appropriate.
  
2.     "Grievance" means a complaint by an employee or a group of two (2) or more employees concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee(s) and their immediate supervisor.
  
3.     "Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3            Responsibilities

1.     The Union agrees to encourage employees to discuss their complaint with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with them at a mutually satisfactory time.
  
2.     An employee who files a formal written grievance will state clearly in the grievance the specific action(s) complained of, the article(s) allegedly violated and the specific remedy requested. To the best of the individual's ability, the employee will also state the provisions of the Memorandum of Understanding allegedly violated.

3. Management has the responsibility to:
  - A. Respond only to the specific complaint cited in the grievance as originally presented; and
  - B. Inform an employee of any limitation of the Court's authority to fully resolve the grievance; and
  - C. Direct the employee to the proper agency or authority to process their grievance, where such information may be known to Management.

#### Section 4      Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process any unresolved grievance to the next hearing level.
2. Any level of review or time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next within the time limits established in this procedure, the grievance will be considered settled on the basis of the last decision and the grievance will not be subject to further appeal or reconsideration.
4. A grievance may be referred to a prior level for reconsideration by mutual agreement confirmed in writing.

#### Section 5      Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of a formal written grievance, and to represent them in formal grievance meetings. The grievant may be required to be present in meetings with Management for purposes of discussing the unresolved grievance.
2. An employee selected as a representative in a grievance will be required to obtain the permission of their immediate supervisor to absent themselves from their work assignment to attend a grievance meeting. The employee representative will give their supervisor reasonable advance notice to ensure that their absence will not unduly interfere with Court operations.

3. An employee may present their grievance to Management on Court time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the operation of the Court. No employee will lose their rights because of Management imposed limitations in scheduling meetings.

Section 6      The Parties' Rights and Restrictions

1. None of the Parties will unreasonably delay the processing of a grievance at any step of the established procedure.
2. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting will have the right to represent or advocate as an employee's representative.
3. The employee may elect to be represented in a formal grievance meeting. The Court may designate a Management representative to be present at such meeting.
4. A Union representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. Management will notify the Union of any grievance involving the terms and conditions of this Memorandum of Understanding.
6. If a Union representative elects to attend any formal grievance meeting, they must inform Management prior to such meeting. The Court may also designate a Management representative to be present at such meetings.
7. Only Court employees who have direct, first-hand knowledge of the event(s) giving rise to the employee complaint may be called on as witnesses by the grievant. Any such witnesses may attend formal grievance meetings on paid court time with the prior approval of their immediate supervisor or Management.
8. The Union and Management agree that the same procedures as stated in Section 7 may be utilized in order to provide an effective mechanism whereby disagreements between the Union and Management concerning the interpretation or application of applicable

provisions of this Memorandum of Understanding affecting the rights of the parties of the working conditions of 2 or more employees in the Unit may be effectively resolved. Such disagreements include, but are not limited to, those that may affect a group of employees working in the same building, or a group of employees working in different buildings.

Section 7      Procedures

1.      Informal Complaint

An employee is encouraged to discuss their complaint in a meeting with their immediate supervisor. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with them at a mutually satisfactory time. If the employee elects to have a Union representative attend such meeting, the supervisor may elect to have another Management representative present.

2.      Grievance Procedure

Step 1:      Immediate Supervisor

A. Within ten (10) business days from the occurrence of the matter on which the complaint is based, or within ten (10) business days from the date the grievant should reasonably have had knowledge of such occurrence, whichever is later, an employee may file a formal written grievance.

The Court grievance form will be completed by the employee stating the nature of the grievance, the provisions of the Memorandum of Understanding allegedly violated and the remedy requested. The employee will have the option to either submit the grievance form using an email service to their immediate supervisor's Court email address and may use an electronic signature in lieu of a wet signature, or personally submit the grievance form to their immediate supervisor.

B. Within ten (10) business days from receipt of the grievance, the supervisor or Management designee will meet with the employee. Within ten (10) business days following such meeting, the supervisor or Management designee will render a

decision in writing and forward the response via electronic service from a Court email address to the employee's Court email address or designated email address.

Step 2: Management:

- A. Within ten (10) business days of the receipt of the decision at Step 1, the employee may appeal to the appropriate level of Management, as previously identified, using a copy of the unresolved grievance and forward by electronic service.
- B. Within ten (10) business days from the receipt of the grievance appeal to Step 2, the Court Manager or designated representative not serving at Step 1 will discuss the grievance with the employee, and if applicable, the employee's representative, before a decision is reached. Thereafter, the Court Manager or designated representative will provide to the employee a written decision within ten (10) business days via email following the grievance meeting using a copy of the grievance.

Step 3: Executive Officer/Clerk of Court:

- A. Within ten (10) business days from receipt of the decision at Step 2, the employee may appeal to the Executive Officer/Clerk of Court or designated representative using the grievance form and forward by electronic service.
- B. Within ten (10) business days from the date the submitted grievance appeal to Step 3 is received, the Executive Officer/Clerk of Court or designated representative who has not been involved in the grievance in prior levels will discuss the grievance with the employee. Thereafter, the Executive Officer/Clerk of Court or designee will provide to the employee a written decision within ten (10) business days via email following the grievance meeting.
- C. If the Executive Officer/Clerk of Court or designated representative fails to give a decision within the specified time limit, the Union may opt to refer the unresolved grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the decision of the Executive Officer/Clerk of Court or designated representative will be final.

Section 8      Arbitration

1. Within thirty (30) business days from receipt of the written decision of the Executive Officer/Clerk of Court or designated representative, the Union may request that the unresolved grievance be submitted to arbitration.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event will such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state, or local law or ordinance, including specifically all ordinances applicable to the Court, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits or legality of any or all personnel rules or regulations of the Court, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such personnel rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
  - C. Written Record of Conference.
  - D. Performance Evaluations with an overall rating of the equivalent of competent or better.
3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, it will within the time requirements set forth above, send a written request to the Executive Officer /Clerk of Court or designated representative. The written request will set forth the specific issue(s) still unresolved through the grievance procedure, which are to be submitted to arbitration.

4. Selection of an arbitrator will take place as follows:
  - A. Within an additional sixty (60) business days from notification by the Union of a desire to arbitrate the unresolved grievance, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, they will attempt to select an arbitrator from a list of five (5) names requested immediately thereafter from the State Mediation and Conciliation Service through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
  - B. During each arbitration process, each party will have one (1) opportunity to unilaterally reject the arbitration panel or list of names provided by the State Mediation and Conciliation Service and immediately request an additional panel.
5. Arbitration of grievances hereunder will be conducted generally within sixty (60) business days from the selection of the arbitrator and in accordance with applicable provisions within Code of Civil Procedure, Section 1280 et seq. However, Sections 1283 and 1283.05 will not apply. The fees and expenses of the arbitrator will be shared equally by the parties involved; it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, a stenographic reporter transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.
6. Not less than fifteen (15) days prior to the hearing, a representative of the Court and the Union will meet and prepare a submission statement setting forth the issue(s) to be determined by the arbitrator. In the event the Court and the Union cannot jointly agree on a submission statement, then at the hearing, each party will present to the arbitrator its own submission statement in which case the arbitrator will determine the issue(s) to be resolved.
7. The written decision of an arbitrator resulting from any arbitration or grievances hereunder will not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The written decision of an arbitrator resulting from any arbitration of grievances hereunder will be entirely advisory in nature and will in no way be binding upon any of the parties hereto or appealable and will be rendered within thirty (30) calendar days following conclusion of the hearing.

9. The written decision of the arbitrator will be submitted to the Executive Officer/Clerk of Court or designated representative and the Union. The Executive Officer/Clerk of Court or designated representative will advise the Union of their intentions concerning the arbitrator's decision within ten (10) business days.

If the Executive Officer/Clerk of Court or designated representative rejects the arbitrator's decision, the decision is final. The Union may file a writ to appeal it.

#### ARTICLE 10      PERFORMANCE EVALUATION

In accordance with Court Policy, performance evaluations will be prepared prior to the completion of the initial twelve (12) month rating period following appointment or promotion for all bargaining unit members and at least once annually thereafter.

#### ARTICLE 11      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both the Union and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third step of the grievance procedure and by mutual agreement either Management or the Union, may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session will begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic or tape recorded record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role will be to assist the parties to reach agreement. The mediator will not have authority to impose a settlement on the parties. Any final settlement of the grievance will be reduced to writing and signed by Management, the Union and the grievant. The final agreement will be binding on all parties. Final agreements reached by the parties will not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions will be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation will not be admissible in an arbitration or this grievance or any other similar dispute.
8. The parties agree that the provisions of this article will not be subject to arbitration.

## ARTICLE 12      GRIEVANCE GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Union, and Management concerning the interpretation or application of applicable provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

- A. Where the Union has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Union, may request in writing that a meeting be held with the authorized representatives of the Court who have authority to make effective recommendations for the resolution of the matter with a copy to the Trial Court Administrator or their designated representative. Such written request will be submitted within thirty (30) business days from the occurrence and will set forth in detail the facts giving rise to the request for the meeting, provisions within the MOU that have been allegedly violated, and the proposed resolution sought.

- B. Within ten (10) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement(s).
- C. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Union, will have the right to meet with the Executive Officer/Clerk of Court or designated representative in an attempt to resolve the matter.
- D. Within ten (10) business days after the meeting, the Executive Officer/Clerk of Court or their designated representative will respond to the Union in writing setting forth Management's decision and reasons therefore.
- E. Within ten (10) business days from receipt of the Executive Officer/Clerk of Court or designee's written decision if the matter is not satisfactorily resolved, and if the disagreement(s) meet the requirements of Section 8 of Article 9, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 9 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedure set forth in Article 9 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the applications of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in this unit as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein will not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 hereof.

ARTICLE 13      EXPEDITED ARBITRATION

1. This is an alternative to the procedures set forth in Section 8 (Arbitration) of Article 9, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances that directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event will such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any State law unless the arbitrator, in their discretion, finds it necessary to interpret or apply such State law in order to resolve the grievance, which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of the personnel rules or regulations, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties will select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration
  - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator will be borne equally by the parties. In addition, each party will pay for all fees and expenses incurred by that party on its behalf, including but not limited to, witness fees.
  - B. The parties agree that 1) no stenographic or tape recorded record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected will hear the grievance(s) within ten (10) business days of their selection and may hear multiple cases during the course of the day.
6. Arbitration of a grievance hereunder will be limited to the unresolved issue(s) of the formal written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

7. The arbitrator will issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from the arbitration of a grievance hereunder will be binding upon the parties.

## ARTICLE 14      PAYROLL DEDUCTIONS AND DUES

### Section 1      Deductions and Dues

It is agreed that the Union shall have access to EHR as provided by the County to administer dues and deductions in accordance with the provisions of applicable State law.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder is administered via a transaction between the County and the Union.

### Section 2      Voluntary Authorizations

The Union shall have access to EHR to deduct Union dues from the salary of each employee who has submitted a written authorization to the Union. Such an authorization shall continue in effect unless revoked in writing by the employee. Any revocation by the employee shall comply with the terms of the Union written authorization, which the Court shall honor. If the employee complies with the terms of the Union written authorization, such revocation shall be in accordance with the written authorization.

The Union certifies that it has and will maintain individual employee authorizations. The Union shall not be required to submit to the Court a copy of an employee's written authorization unless a dispute arises about the existence or terms of the written authorization.

Employee requests to cancel or change authorizations for dues payments or payroll deductions shall be directed to the Union; and the Court shall forward any employee requests it receives to the Union. The Union shall be wholly responsible for processing these employee requests.

Section 3      Indemnification Clause

The Union agrees to indemnify and hold the Los Angeles Superior Court and the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

Section 4      Miscellaneous

- A. By the end of the month, the Court will furnish the Union with a list of employees containing the name, date of hire, salary, classification, and work location of all employees who enter the bargaining unit and the names of all employees who left the bargaining unit during the preceding month.
- B. Should the Union request additional information relevant to the provisions of this Article, it shall submit a request in writing to the Court. The Court shall endeavor to provide a response to the request for information within fourteen (14) calendar days, unless otherwise mutually agreed to.
- C. All information provided by the Court pursuant to this Article shall be current as of the date of preparation and accurate to the Court's knowledge.

ARTICLE 15      MANAGEMENT RIGHTS

The employer retains, solely and exclusively, all rights, powers, and authority that it exercised or possessed prior to the execution of this Memorandum of Understanding (MOU) except as specifically limited by an express provision of this MOU or otherwise agreed to by the parties. Additionally, it is the exclusive right of Management to determine its mission, to set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of Management to direct its employees which will include but is not limited to appointments, assignments, performance evaluations, classifications and transfers, establishment of policies, procedures, rules and regulations not in conflict with the terms of this Memorandum of Understanding, take disciplinary action for cause, relieve its employees from duty as, for example, by work furlough, because of lack of work or for other legitimate business reasons; and determine the methods, means, and personnel by which

Court operations are to be conducted as those matters affect wages, hours, terms and conditions of employment of Court employees.

All other rights of Management are also expressly reserved to the employer unless such other rights are abrogated by a clear and express provision of this MOU or by mutual written agreement by the parties.

Nothing herein will limit the right of the Union to meet and confer over the impact of rights exercised by Management as provided in Article 16, Full Understanding Modification and Waiver, or the employee from filing grievances in accordance with Article 9, Grievance Procedure, concerning alleged violations of the interpretation or application of this Article.

ARTICLE 16            FULL UNDERSTANDING, MODIFICATION, WAIVER

Section 1

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

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

In accordance with Government Code 71634 decisions regarding the following matters will 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; and
- (6) Hours of operation of the trial courts and trial court system.

The Court will continue to have the right to determine assignments and transfers of Court employees, provided that the process procedures, and criteria for assignments and transfers will be included within the scope of representation.

However, the impact from matters in items 1-6 above will be included within the scope of representation as those matters affect wages, hours, and terms and conditions of employment of trial court employees. The Court will be required to meet and confer in good faith with respect to that impact.

## Section 2

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

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in this Unit.

Where Management finds it necessary to make such change it will notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees within the Unit or within a classification within the Unit, and where the subject matter of the change is subject to negotiations according to applicable provisions of Government Code 71634, and where the Union requests to meet and confer with Management, the parties will expeditiously undertake negotiations regarding the effect the change would have on the employees in this Unit.

The phrase "significantly large number" will mean a majority of the employees in the Unit or within a classification within the Unit.

Any agreement resulting from such negotiations will be executed in writing by all parties hereto, and, if required, approved and implemented in accordance with the provisions within Article 3 (Implementation) of this Memorandum of Understanding. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement will be submitted to the State Mediation and Conciliation Service for mediation in accordance with Government Code 71636.1.

ARTICLE 17      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws, Federal and State regulations, and any applicable lawful rules and regulations enacted. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, that part or provision will be suspended and superseded by the applicable law or regulations or rules, and the remainder of this Memorandum of Understanding will not be affected thereby.

ARTICLE 18      RELEASE DUE TO REASONS OTHER THAN PERFORMANCE

Management may release an employee when necessary for reasons of economy, lack of work or other legitimate reason.

In the event of release according to Paragraph 1, employees in this Unit will be released in the following order by inverse order of seniority:

1. Temporary daily as needed "C" and temporary monthly "O" items.
2. Part-time "P" through "Z" items.
3. "A" status items who, through a formal administrative action, are placed on a Plan for Improvement resulting from an overall substandard performance rating.
4. "A" status items.

Full-time ("A" status) Court Reporters who are laid off will be placed on a reemployment list in order of seniority. Such list will remain in effect for three (3) years unless extended by mutual, written agreement of the parties.

In no event will any full-time ("A" status) Court Reporter be released or reclassified due to the implementation of alternative methods of reporting.

ARTICLE 19      REINSTATEMENT

Any Court Reporter who resigns in good standing is eligible for reinstatement within three years following the date of resignation, upon approval of the Executive Officer/Clerk of Court. Such reinstatement will be guided by prevailing Court policy which provides that step placement will be the step attained upon leaving and step placement credit for any additional work experience as otherwise provided in this Memorandum of Understanding. Benefits will be equal to those of a new employee.

A Court Reporter who leaves the service of the Court in good standing and submits a written request to return within three years from their resignation date will, upon reinstatement, be placed on the Seniority List according to their seniority by deducting from their original entry date the number of months absent from Court service.

ARTICLE 20      EMPLOYEE BENEFITS

Section 1      Fringe Benefits MOU

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits (except for vacation and holidays as defined within Government Code §6700 and Code of Civil Procedure §135), Mileage and Retirement between the County of Los Angeles and SEIU, Local 721 in effect during the term of this agreement will apply to Court Reporters in this Unit on monthly "A" items. Reporters on "C" items will be entitled to the same benefits as set forth in the County Code, Salary Ordinance provisions for daily as-needed employees on "C" items. Except for vacation and holidays as provided above, Court Reporters who job share, designated as "P" through "Z" items, will be entitled to the same benefits as set forth in the County Code, Salary Ordinance provisions for employees on "P" through "Z" items.

For purposes of mileage reimbursement, mileage headquarters for Court Reporters who float will be their designated courthouse.

Section 2      Vacations

Court Reporters in Court service as of April 25, 2017, will accrue vacation leave benefits as follows:

Vacation Years of Service	Vacation Accrual Rate	Vacation Annual Maximum	Maximum Annual Vacation Days Available*
Less than 4 years	3:45	80	10
4 to less than 9 years	5:29	120	15
9 to less than 22 years	7:40	168	21
22 to less than 23 years	8:00	184	23
23 to less than 24 years	8:21	192	24
24 years or more	8:42	200	25

\* The Maximum Annual Vacation Days Available - This column is provided for illustration purposes only and assumes that employees work an 8-hour workday. Employees working alternate work schedules will have a different number of available vacation days. Vacation time is accrued on an hourly basis as reflected in the columns titled Pay Period Accrual Rate and Maximum Annual Hours.

Court Reporters appointed to full-time, regular (“A”) status positions after the April 25, 2017, will accrue vacation leave benefits as follows:

Vacation Years of Service	Vacation Accrual Rate	Vacation Annual Maximum	Maximum Annual Vacation Days Available *
Less than 4 years	3:35	80	10
4 to less than 9 years	5:14	120	15
9 to less than 10 years	5:35	128	16
10 to less than 11 years	5:55	136	17
11 to less than 12 years	6:16	144	18
12 to less than 13 years	6:37	152	19
13 to less than 20 years	6:58	160	20
20 to less than 21 years	7:19	168	21
21 to less than 22 years	7:40	176	22
22 to less than 23 years	8:00	184	23
23 to less than 24 years	8:21	192	24
24 years or more	8:42	200	25

\* The Maximum Annual Vacation Days Available - This column is provided for illustration purposes only and assumes that employees work an 8-hour workday. Employees working alternate work schedules will have a different number of available vacation days. Vacation time is accrued on an hourly basis as reflected in the columns titled Pay Period Accrual Rate and Maximum Annual Hours.

All vacation is accrued and posted in eHR. The vacation accrual rates become effective the pay period following April 25, 2017.

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

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

### Section 3

Except as provided for in Sections 1 and 2 of this Article, part-time (“C” items) Court Reporter per diem fees and other fees provided by law will constitute total compensation for all work performed on a per diem basis.

### Section 4

Reporters will accrue sick leave and vacation for any time taken voluntarily without pay for transcript preparation (“L.T. Time”).

Court Reporters may submit to Management written requests for leave time to prepare transcripts (“L.T. Time”). Approval of L.T. Time requests is discretionary. Based upon the needs of the Court, Management will endeavor to grant L.T. time. However, if Management denies such a request, it will notify the Court Reporter in writing of the denial and their placement on the waiting list. If L.T. Time is denied, the reporter will have the right to meet with Management to discuss issues related to timely production and filing of court-ordered transcripts, preliminary hearings and appeal transcripts.

### Section 5      Equipment Allowance

All bargaining unit members who are on the Court’s payroll as of January 1, 2025, and who are still employed by the Court during the effective pay period are eligible to receive a payment of \$500 for equipment allowance. While the Court will endeavor to process the allowance in the pay period ending January 15, 2025, payment will be reflected in employee pay based on the processing timelines set by the Los Angeles County Auditor-Controller as the administrators of the Court’s payroll.

1. All bargaining unit members who are on the Court’s payroll as of January 1, 2026, and who are still employed by the Court during the effective pay period are eligible to receive a payment of \$500 for equipment allowance. While the Court will endeavor to process the allowance in the pay period ending January 15, 2026, payment will be reflected in employee pay based on the processing timelines set by the Los Angeles County Auditor-Controller as the administrators of the Court’s payroll.

Payments under this provision are non-pensionable. All payment dates are contingent upon the processing requirements of the Auditor-Controller.

ARTICLE 21            BENEFITS MANUAL

Information about employee benefits for which Unit members may be eligible is available at the following websites:

- (1) Court's intranet website (CourtNet/eforum) currently accessible at <http://courtnet/eforum/appnav2.asp?Referer=Index&topId=HUMRES&catId=HUMRES2;>
- (2) Los Angeles County employee intranet website currently accessible at <http://employee.hr.lacounty.gov>; and
- (3) SEIU, Local 721's website at [www.seiu721.org](http://www.seiu721.org).

ARTICLE 22            PERSONNEL FILES

An employee, or their Local 721 designated representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee will be advised of, and entitled to read, any written statement by the employee's supervisor or court management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee will acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. The employee is entitled to a copy of any material that they are required to sign. If the employee refuses to sign, the supervisor will note their refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

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

An employee will have the right to respond in writing to any derogatory material placed in their personnel file. Such written response will be maintained in the personnel file together

with the related derogatory material.

Management agrees that no properly used full paid sick leave or vacation used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be negatively referenced on such forms.

On reviewing their personnel file, an employee of this Unit may request and have any written warnings and/or reprimands issued more than two years prior removed from their personnel file except as such may be part of an official permanent record.

## ARTICLE 23      LEAVES OF ABSENCE

Leaves of absence will be granted in accordance with provisions within the:

California Family Rights Act of 1991;  
California Pregnancy Leave Act, and the  
Family Medical Leave Act of 1993.

Nothing in this Section is intended to provide any additional benefits beyond that mandated by Federal and/or State law, or any applicable Ordinance.

### Jury Duty

During the term of this Memorandum of Understanding, members of this Unit who receive a summons or notice of Jury Service and who are absent from duty for reasons of jury service will have their usual alternative work schedule (i.e., 9/80 or 4/40) converted to a five (5) day (eight hour) Monday through Friday day-shift work schedule during the actual period that they report for jury duty.

Any members of this Unit holding a regular or permanent full-time ("A" item status) position who are called and report for jury service will receive their regular straight-time salary for the period they serve on jury duty provided that they deposit with the Court any jury duty fees received, excluding juror mileage.

### Witness Leave

A member of the Unit holding a regular or permanent full-time ("A" item status) position, who is required to be absent from duty by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, that compels the employee's

presence as a witness, unless the employee is a party to the action or an expert witness, will be allowed the time necessary to be absent from work at the employee's regular straight-time salary to comply with the subpoena's requirements, provided the employee deposits any witness fees received with the Court, excluding mileage.

#### Employee Organization Leave

Not more than five (5) employees covered hereby, at the written request of SEIU, Local 721, and subject to the approval of the Executive Officer/Clerk of Court, or their designee, will be granted a leave of absence without pay not to exceed one year for the purpose of conducting SEIU, Local 721 business.

Not more than five (5) stewards covered hereby, at the written request of SEIU, Local 721, and subject to the approval of the Executive Officer/Clerk of Court, or their designee, will be granted a leave of absence without loss of pay for one day of training one time per calendar year. SEIU, Local 721 may request a leave of absence for additional stewards to attend such training subject to Court approval based on operational need.

SEIU Local 721 will reimburse the Court for the salary and benefits of the employees who are granted leave under this section.

#### Family School Partnership Act

Parents, grandparents and guardians may take time off from work to attend school conferences and school events, in accordance with provisions of the law.

#### Military Leave

The Court will grant military leaves of absence and pay eligible employees in accordance with applicable laws. In so doing, the Court will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Family Medical Leave Act provisions pertaining to leave for military personnel and their families.

### ARTICLE 24      EMPLOYEE LISTS AND INFORMATION

The Union may request a list of the names, employee numbers, item numbers (with sub-items), and item titles of all employees within this Unit from Management in writing.

Upon receipt of such a request, the Court will furnish the Union with a list of employees in the

Unit at a cost established by the Court for programming, processing and photocopying.

ARTICLE 25      EMPLOYEE PAYCHECK ERRORS

A. Underpayments

1. An employee who discovers a significant underpayment (approximately \$100) on their pay warrant must notify the Court's payroll division in writing to seek a correction. If that notification occurs within two days of the issuance of the pay warrant, payroll division staff will promptly ask the Los Angeles County Auditor Controller to rectify the underpayment within three business days after receipt of a written request from the affected employee. Requests received outside that time frame will be made in the next regularly issued warrant.
2. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the Payroll Manager or their designated representative under guidelines issued by the Los Angeles County Auditor-Controller.
3. Such recovery will not exceed 15% per month of the disposable earnings (as defined by State law), except, however that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 26      EMPLOYEE PARKING

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

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

ARTICLE 27      SAFETY AND HEALTH

Section 1

Management will make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union will encourage all members in the Unit to perform their work in a safe manner. Employees will be alert to unsafe practices, equipment, and conditions, and report any hazardous, unsafe, and/or unhealthy practices or conditions promptly to their immediate supervisor or Court Manager. For any hazardous, unsafe, and/or unhealthy practices or conditions, the immediate supervisor or Management will:

Correct or eliminate the condition if correction or elimination thereof is within their authority and capability, or;

Safeguard the condition within a manner designed to preclude injury to property and promptly report the unsafe condition to the proper level of supervision designated by Management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the Executive Officer/Clerk of Court or the Court's Safety Officer. This person should respond within five (5) days.

Section 2

Management and the Union, mutually agree that Safety and Health conditions in employment with the Court are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Health Act of 1973.

Section 3      First Aid Kit

Management will maintain a first aid kit at each Court location. Management will evaluate the first aid kit biannually to determine what items have expired and/or need replacement.

#### Section 4

Management will advise all employees of its emergency preparedness plans for each building annually. This will include all information needed for evacuation and emergencies and use of 911. When an employee or unit relocates to another building/Court, local Court management will provide information regarding the location of where to check in following an evacuation.

#### Section 5

Management acknowledges the value of reducing workplace injuries and illnesses and will provide Court Reporters information on how to avoid and/or prevent them.

Management will offer training pertaining to ergonomic issues specific to Court Reporters and other means of preventing and/or reducing workplace injuries and illness.

The Joint Labor/Management Committee will discuss ergonomic evaluations of Court Reporter work stations, training pertaining to ergonomic issues specific to Court Reporters, other means of preventing and/or reducing workplace injuries and illnesses, and a plan for chair and desk replacement.

The Court will not require medical justification for ergonomic assessments or chairs, but may require medical justification for other ergonomic equipment and/or accessories. The above is not intended to oblige the court to purchase new chairs only to clarify that when new workstation chairs are purchased, they will be ergonomic.

Employees can find general ergonomic information on the Court's Human Resources site via Court Connect.

### ARTICLE 28      BULLETIN BOARDS

Management will furnish adequate bulletin board space at each facility where members of this Unit are assigned.

Prior to posting, all materials will be approved and initialed by an authorized representative of the Union and the site Administrator, or designated representative.

The boards will be used for the following subjects:

- A. Union recreational, social and related Union news bulletins;

- B. Scheduled Union meetings;
- C. Information concerning Union elections or the results thereof;
- D. Reports of official business of the Union, including applicable newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the site Administrator or designated representative. The site Administrator or designated representative must either approve or disapprove a request for posting within a reasonable amount of time.

The parties may mutually waive the provisions of this Article if a satisfactory local posting agreement on bulletin boards is currently in effect.

When the Union wants the Court to post a communication court wide, it must submit the communication to the Labor Relations Unit for approval in advance.

## ARTICLE 29      SALARY

The parties agree to the following salary adjustments for members of this unit:

### Section 1      Base Salary Increases

- a. 4.0% base salary increase effective January 16, 2024. .
- b. 3.0% base salary increase effective January 1, 2025.
- c. 3.0% base salary increase effective January 1, 2026.

### Section 2      Signing Bonus

The Court will provide eligible bargaining unit members with a one-time Signing Bonus in the gross amount of \$2,000. Only those bargaining unit members who were on the Court's payroll as of the ratification date of April 20, 2024 and who are still employed by the Court during the effective pay period are eligible for the one-time payment. The one-time payment is non-pensionable.

### Section 3      Civic Center Stipend

To address the challenges associated with working in the downtown Civic Center Area, the Court shall provide the following Civil Center Stipend to eligible unit members:

- All eligible full-time (“A” status), “V” status and “C” status permanent unit members who are working in the downtown Civic Center Area will receive \$50 per pay period effective within 60 days of April 20, 2024.

For purposes of this Section, Civic Center Area includes the following locations: Clara Shortridge Foltz Criminal Justice Center, Stanley Mosk Courthouse, Hall of Records, County Archives (County Mall Phase 2), and Spring Street Federal Courthouse.

The payments provided in this Section shall not be prorated to provide any partial payments for unit members who are not working in the downtown Civic Center Area on the specific qualifying dates, as set forth above.

The Civic Center Stipend is not intended to be pensionable compensation.

Payments will be reflected in employee pay based on the processing timelines set by the Los Angeles County Auditor-Controller as the administrators of the Court’s payroll.

Section 4      Offset for Modification to Benefits

In an effort to offset the modification to the fringe benefits bargaining unit members receive pursuant to the Memorandum of Understanding regarding Fringe Benefits, Mileage, and Retirement the County of Los Angeles and SEIU Local 721 negotiated in 2018, referenced in Article 20 (Employee Benefits), the parties agree to the following:

a. Options Sustainability Bonus

Effective January 1, 2020, the Court will increase the monthly base salary of the payroll titles in this bargaining unit by one percent (1%).

b. Options Sustainability Step

Effective January 1, 2021, the Court will add a half-step (approximately 2.75%) to the salary range for all full-time, permanent employees holding payroll titles within this bargaining unit. Employees who have been at the final step of their salary range for one year and who have received a Meets Expectations or better rating on their performance evaluation will receive the half-step increase on January 1, 2021.

If, after this Memorandum of Understanding is ratified the Options benefits plan is determined not to have bona fide plan status under the applicable law, the parties agree to meet and confer immediately over potential changes to the Options Sustainability Bonus and the Options Sustainability Step provided under Section 4 of this Article.

Section 5      Parity

In the event that an AFSCME bargaining unit with the Court receives a total negotiated across-the-board base salary increase for the period of 2025 and 2026 that is equal to or higher than the total 6% increase provided by this MOU for the period of 2025 and 2026, the members of this bargaining unit will receive an adjustment that results in a total base salary increase equivalent to the total increase received by the AFSCME unit for the period 2025 and 2026, and on the same schedule as the AFSCME unit for the period of 2025 and 2026, subject to the terms set forth below.

If an AFSCME unit receives an increase for 2025 that is higher than the 3% increase that is provided to this bargaining unit by this MOU, the effective date of the supplemental increase for this bargaining unit will be the same date on which the higher salary increase goes into effect for the AFSCME unit. In that event, if the AFSCME unit also receives a lower increase for 2026 than the 3% increase that is provided to this bargaining unit by this MOU, the scheduled 3% increase for this bargaining unit in 2026 shall be adjusted to match AFSCME's scheduled increase, to ensure overall parity with AFSCME for the 2025-2026 period. In no event shall the 3% increase provided to this bargaining unit for 2025 be reduced to less than 3%. Regardless of the total increase provided to AFSCME in 2025 and 2026, in no event shall this bargaining unit receive less than a total of 6% for the period of 2025 and 2026 as provided by this MOU.

Any employee that leaves employment with the Court after the effective date of a supplemental increase, but before the Court begins payment of such increase, shall not be entitled to any payment under this Section.

This Section shall be in effect for the term of this MOU only and shall automatically terminate upon the expiration of the MOU. The Court shall have no obligation to make any supplemental base salary increases following the expiration of this MOU, unless the parties negotiate to include the provision in a subsequent MOU.

Section 6      Realtime Certification Allowance

- A. Effective the first pay period after May 2, 2022, the date on which the Union notified the Court's Chief Negotiator in writing of its members' ratification of the terms of the

MOU, members of this Unit who are in Classification number 9757 and are Realtime certified, or who become Realtime certified thereafter, as defined within Article 34, Employment Status, will receive a five and a half percent (5.5%) Realtime Certification Allowance. The increase will be reflected in employee pay based on the processing timelines set by the Los Angeles County Auditor-Controller as the administrators of the Court's payroll.

Section 7      CAT Capability

CAT capability will be required for all newly hired Court Reporters. Step

Advance

- A. Full time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when they have received a rating the equivalent of "Meets Performance Expectations" or better within the immediately preceding year.
- B. If no performance review is filed as defined in (A) above, the employee will be granted the step advance.
- C. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations, which adversely impact the application for this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator will issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 8      Special Pay Practices

Currently, there are no special pay practices in this unit. Should the Court implement new shifts, the Court agrees to meet and confer regarding the impact on employees in the unit.

In the event pre-scheduled overtime becomes available and the assigned Court Reporter is unavailable, Management shall email Court Reporters in the affected building, including any Region Assigned Floaters (RAFs), to solicit overtime participation. Court Reporters shall have 24 hours to respond to the inquiry, after which the assignment will be offered based on seniority.

ARTICLE 30      WORK SCHEDULES

Section 1      Work Schedule

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

Regular hours of work each day are eight hours. Regular hours per week will be 40 hours. The normal workweek will consist of five consecutive days - Monday through Friday- followed by two consecutive days off, inclusive.

The schedule of working hours for Court Reporters will be set by the Executive Officer/Clerk of Court.

Section 2      Call-Back Time

"Call-Back Time" is defined as the period when an employee is unexpectedly ordered by the Executive Officer/Clerk of Court or designated representative to return to work following the termination of their normal work shift and departure from their work location. The employee will receive a minimum payment of four (4) hours compensatory time at the rate of time-and-one-half of the employee's regular rate of pay, regardless of whether they have worked 40 hours in that workweek or whether the employee worked four (4) hours after being called back.

Hours worked above four (4) hours will be compensated at the normal overtime rate for the actual numbers of hours worked.

If an employee completes the work required, leaves the work location, and is subsequently recalled within the same four-hour call-back period, they will not accrue any additional compensatory time until they have worked four (4) hours.

If an employee's work schedule is altered to accommodate operational requirements on any scheduled workday and the employee is required to report for work up to two hours earlier than their normal shift starting time, this is considered an early shift start and not a call-back.

Section 3      Standby Time

Court Reporters who are advised that the Court may require their services during an off-duty period will receive two (2) hours of compensatory time for every eight (8) hours they

are on standby. When asked to remain on standby, Court Reporters will immediately notify Court Reporter Services Management and must do so before they assume standby status. Management will ascertain the specific period of time during which the Court Reporter's services are required and will inform the affected Court Reporter.

## ARTICLE 31      STEWARDS

### Section 1

Management recognizes that Union stewards are the official on-site representatives of the Union. However, should it become necessary for a Union steward to represent employees across facilities, a steward may submit a request to represent employees across facilities, from one courthouse to another with approval by Human Resources. The Court further acknowledges that no Steward will be discriminated against as defined in Article 6 Non-Discrimination of this MOU. Grievances filed under this section will be expedited to the third level upon being filed.

### Section 2

It is agreed by the parties of the Memorandum of Understanding that the Union may select a reasonable number of Stewards, based upon the size of the unit, and the number of employees in the unit at the location and area of operation. Stewards will perform the responsibilities of their positions, including but not limited to, the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, interactive meetings, informal meetings with management, labor management meetings, new employee orientation, negotiations, and Steward trainings. Every calendar year the Union will give to Human Resources Administration/Labor Relations and the site Administrator a list of employees from their location that have been selected as Stewards. The Union will maintain the list current and the Court will recognize only those employees on the list as Stewards.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances within their jurisdiction, or as otherwise mutually agreed, without loss of pay or benefits of any kind. Stewards, before leaving their work location to transact such investigations or processing, will inform their supervisor of the nature of the issue and area to be visited and first obtain permission from their immediate supervisor. If permission cannot be granted to leave their workstation at the time the request is made, the time limits for filing and/or processing a grievance will be extended until permission can be granted. The parties hereto agree that each will cooperate with the other in keeping

reasonable the actual time spent by a Steward in investigating, presenting, and resolving grievances and disputes.

Upon entering a work location, the Steward will inform the appropriate supervisor of the nature of the Steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

### Section 3

The Union agrees that a Steward will not log compensatory time or premium time for the time spent performing any function of a Steward. Management will make every reasonable effort not to reassign a Steward without the agreement of the affected Steward, if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

A Steward will be granted time to attend orientation meetings without loss of pay or benefits of any kind.

## ARTICLE 32      WORK ACCESS

Authorized Union representatives will be given access to the work locations during working hours to investigate and process grievances, observe working conditions, and post bulletins on the bulletin board.

Union representatives desiring access to the work location hereunder will state the purpose of the visit and request from the site Administrator, or designated representative, authorization within a reasonable amount of time before the intended visit, unless the parties mutually agree otherwise.

The Union, agrees that its representatives will not purposely interfere with operations of the Court or any facility thereof.

The Union, will give to the Executive Officer/Clerk of Court or designated representative a written list of all authorized representatives, which list will be kept current by the Union. Access to work locations will only be granted to representatives on the current list, unless the parties agree otherwise.

ARTICLE 33      PERSONNEL SELECTION

Section 1      Examination and Recruitment

Court Reporter appointments will be made from eligible lists established as a result of open competitive examinations. Such examinations may be by means of written and performance tests, oral interviews, evaluation of education, experience and personal suitability as may be prescribed by the Executive Officer/Clerk of Court.

When Management determines there is a need to conduct a recruitment for Court Reporters, it will collaborate with the Los Angeles County Court Reporters Association on the examination.

Los Angeles County Court Reporters Association will cooperate with the Court in the testing, orientation and training for new Court Reporters.

Court Reporter Management will meet with LACCRA/Joint Council no less than two (2) times per year to discuss recruitment protocols.

Section 2      Certification List

The Court will use a certification list when appointing Court Reporters. Candidates placed on the certification list will be banded according to their competitive examination test score.

Management may offer candidates employment as a Court Reporters – Realtime and Court Reporters Pro Tempore without regard to the candidate's individual position on the certified list.

Section 3      In-Service Training

- A. Newly hired Court Reporters will receive a minimum of ten (10) days paid in-service training prior to any Court assignment, unless all or any portion of in-service training is waived by the individual Court Reporter.
- B. Each designated training reporter will receive one (1) administrative leave day for every three (3) days of one-on-one in-service in-court training provided both on and off the record. Management will maintain accurate records of in-service/in-court training Court Reporters provide.

Section 4      New Employee Orientation

At a mutually agreeable time during new hire in-service training, a Union/LACCRA representative will be provided the opportunity to participate in new hire orientation for the sole purpose of providing new court reporter employees information regarding Union and LACCRA membership.

ARTICLE 34      EMPLOYMENT STATUS

Section 1      Official Court Reporters

All Court Reporters, regardless of status, will be initially placed on Step 7 effective April 20, 2024. . Any court reporter currently at a lower step will be placed on Step 7 effective the first pay period after April 20, 2024. The increase will be reflected in employee pay based on the processing timelines set by the Los Angeles County Auditor-Controller as the administrators of the Court's payroll.

Reporters on "A" item status will be on an eight-step pay plan and will receive annual step advancement consistent with the rules governing the applicable schedule on the County of Los Angeles Salary Table. When a Court Reporter receives a substandard performance rating and Management institutes a Plan for Improvement, the affected employee will receive no salary step advance until they achieve the equivalent of a competent or better performance rating.

For purposes of initial salary step placement following appointment to "A" item status, the Court will give Court Reporters experience credit at the rate of one (1) month for each twenty (20) days worked as a Court Reporter in any trial court in the United States or any of its territories, subject to timely submission of adequate and acceptable proof of such work.

Section 2      Court Reporter – Realtime Reporting

A) Court Reporter item without Realtime Reporting Services Compensation:

Existing Court Reporters who are unable to provide Realtime reporting services will remain on the existing Court Reporter classification (item number 9727) and will be compensated 5.5% less than individuals holding the Court Reporter- Realtime Reporting classification.

Section 3      Realtime Certification Allowance

To qualify for the Realtime Certification Allowance, a Court Reporter must (1) hold a Realtime certification by the National Court Reporters Association, the National Verbatim Reporters Association (NVRA), or any other organization mutually agreed upon by Management and the Joint Council; and (2) must provide Realtime reporting services.

Section 4      Part-time Work Schedules for Official Reporters

“A” item (full-time regular status) Court Reporters may request to work a part-time work schedule for a specified period of time. Such arrangements are at Management's discretion. The reporter's employment status may be changed from “A” to “C” for the duration of the period of part-time work only. Upon expiration of the period of part-time work, the reporter will be returned to “A” item status.

Section 5      Pro Tempore As-Needed Reporters

(A) “Court Reporter pro tempore” status means a court reporter employed in part-time status, including “C” item and “V” item positions.

“C” status Court Reporters will be eligible for step advancement from Step 7 to Step 8 after working 2080 hours for the Court.

(B) Individuals hired as a Court Reporter pro tempore:

1. Will be hired as needed but will not exceed ten percent (10%) of the full-time equivalent reporter workforce at the Court. The parties agree to waive this cap during the term of this agreement. In the event the number of pro tempore employees exceeds the cap at the termination of this agreement, the Court will have no obligation to reduce the number of such employees.
2. There shall be no limitation on the number of hours a Court Reporter pro tempore as defined above may work in a calendar year.
3. May be assigned without regard to individual seniority or placement on a certification list.
4. May not hold a job-share position or a regular assignment to any bench officer, courtroom or courthouse unless otherwise mutually agreed to by the parties.
5. Court reporters pro tempore will remain on the certification list from which they were hired and will be considered for regular employment vacancies.

Section 6      Job Share Reporters

Job share reporters on "P" through "Z" item status, as referenced in Article 36, Job Sharing, will be compensated in accordance with the prevailing salary schedule, the individual reporter's salary step placement and their monthly permanent percentage time status, as designated in the Los Angeles County Code.

Section 7      Retired Annuitants

When the Court uses the services of Court Reporters who are retired annuitants with LACERA, it will pay them as permitted by the Public Employee Pension Reform Act of 2013. If a retired annuitant elects not to accept an offered assignment, that election shall not preclude them from being called for future assignments.

ARTICLE 35      COURT REPORTER ASSIGNMENTS

Section 1      Regular Assignments

Judicial Officers will make the ultimate decision as to the Court Reporter assigned to their courtroom. Judicial Officers will be encouraged to rely on Management for Court Reporter assignments and will be provided information about the try-out process whenever they have a Court Reporter vacancy.

A.      Definitions

1. "Redeployment" means the temporary displacement of a regularly assigned reporter to meet the needs of the court. Management will endeavor not to redeploy a regularly assigned Court Reporter five or more days in a four week period.
2. "Reassignment" means the permanent displacement of a regularly assigned Court Reporter. No reporter will be reassigned due to the implementation of alternative methods of reporting without the consent of the Judicial Officer to whom the Court Reporter has been assigned.
  - a. Management agrees to provide a Court Reporter who has been reassigned another regular assignment within their assigned region. Management will endeavor to provide a Court Reporter who is reassigned office space in the courthouse designated as their headquarters.

- b. It is mutually agreed that a reporter who is reassigned under the definition of this Article will be provided preferred consideration over other bargaining unit members when filling a vacant permanent assignment consistent with seniority; however, the ultimate decision in the permanent assignment selection process rests with the assigned Judicial Officer. Preferred consideration will only remain in effect until the affected reporter has been selected for a regular reporting assignment.
3. For purposes of this Article, a "regular assignment" means an assignment to a specific judicial officer for a continuous and indefinite period, with no anticipated end.

#### B. Filling Vacancies

1. While it compiles the try-out list, Management will assign the most senior Court Reporter requesting to work in the district or court facility unless previously rejected by the Judicial Officer.
2. Management will announce open assignments promptly via email. Management will maintain a list of courtrooms available for try-outs accessible to all court reporters via SharePoint. Upon request, a Court Reporter shall be informed of their placement on the try-out list. Within five court days, interested Court Reporters will ask Management to include them on the try-out list. Those Court Reporters who request to be placed on the try-out list will then be assigned in order of seniority. Court Reporters who request to be placed on the try-out list after the five days will be listed by order of request, regardless of seniority.
3. Try-outs will typically last a week but may be terminated sooner by the Court Reporter, Management or the Judicial Officer. The duration of a try-out may be extended by Management or the Judicial Officer.
4. Prior to the expiration of the try-out list, Management will contact the Judicial Officer and determine the likelihood that a Court Reporter will be chosen from those who tried out. If the Judicial Officer indicates they have selected a Court Reporter, the try-outs will cease. If the Judicial Officer indicates that they wish for further try-outs, the opening will be announced via e-mail promptly.
5. The process described in this Article will be followed until the Judicial Officer selects a specific court reporter, elects not to have try-outs or modifies the try-out process. Management will encourage Judicial Officers to respect seniority in the try-out process. If the try-out list is modified, Management will notify the affected Court Reporter(s).

C. Assignment Criteria

When management makes Court Reporter assignments, it will do so on the basis of seniority in court service and demonstrated competency in court reporting, as determined by Management. Demonstrated competency includes timely production of appellate transcripts by statutory and court-ordered deadlines.

If a Judicial Officer, upon assuming the bench or prior to losing their regularly-assigned Court Reporter, informs Management not to assign a particular Court Reporter, that reporter will not be afforded the opportunity to try out for that Judicial Officer.

D. Notice of Court Reporter Assignment Process

The Court will post a communication advising judicial officers, Administrators and Court Reporters of the terms of this Article and will highlight it annually. After such communication is completed, the Court will notify LACCRA/Joint Council with a copy of such communication.

E. Assignment Solicitation Prohibited

Court Reporters will not contact, nor request any other person to contact, any Judicial Officer to solicit an assignment. No reporter will contact any Judicial Officer on behalf of another Court Reporter for the purpose of soliciting an assignment.

F. Realtime Certified Court Reporters

If a Judicial Officer requests a Realtime reporter, those reporters will have preference in assignments.

G. Two Reporter Courtrooms

When two Court Reporters are assigned to a single Judicial Officer, the second Reporter so assigned will be approved by the assigned Judicial Officer.

H. Seniority

When a vacancy occurs in a particular department in a district court or other court

facility, service in that department, district court or other court facility does not take precedence over seniority in court service.

I. Reassignment Criteria

The Court recognizes that reporter assignments can vary in the demands made upon the physical and mental stamina of reporters; therefore, it will make every reasonable effort to replace or reassign reporters who have legitimate needs for such replacement or reassignment.

J. Stipend

The Court shall provide a Stipend to eligible unit members under the following terms:

To be eligible for the Stipend, full-time, permanent unit members must satisfy both of the following criteria:

1. Be permanently assigned or a regionally assigned floater to either the Michael Antonovich Antelope Valley Courthouse or the Alfred J. McCourtney Juvenile Justice Center on or after July 1, 2024.
2. Must reside and have their address of record reflect that they reside more than 30 miles away from their assigned location at the Michael Antonovich antelope Valley Courthouse or the Alfred J. McCourtney Juvenile Justice Center.

All eligible full-time, permanent unit members who meet the above criteria shall receive a payment of \$50 per pay period..

The payments provided in this Section shall not be prorated to provide any partial payments.

Payment of the Stipend to eligible employees will begin either 30 days after approval by both LACERA and the Auditor-Controller or July 1, 2024, whichever date is later. There shall be no retroactive payment for any time period prior to July 1, 2024.

Section 2      Relief As-Needed Assignments

Priority in relief as-needed assignments will be given to:

- a. Full-time monthly reporters who do not have a regular assignment or are

- temporarily available;
- b. Daily as-needed reporters ("C") who have requested full-time work based on seniority;
- c. Daily as-needed reporters ("C") who desire only part-time work and reinstated retired reporters.

Except in emergency situations, including, but not limited to, unanticipated absence and/or courtroom requirements, by 4:00 p.m. of each business day Management will:

1. Notify the reporters of their courtroom assignment for the next court business day. Reporters Pro Tempore so notified who agree and remain available for duty will be compensated at the full day per diem rate.

The above requirements do not preclude Management from amending a daily assignment when circumstances require.

Court Management will keep a list of regional floater assignments. Upon request, Court Management will provide the Union with a copy of the list within 30 days.

Management agrees to meet with the Joint Council to continue to discuss the distribution of relief assignments.

### Section 3      Assignment of New Hires

To facilitate a well-rounded experience, Management will endeavor to rotate all new hires through a minimum of four areas of litigation within the first ninety (90) calendar days of employment.

Management retains the discretion to exempt reinstated Court Reporters pursuant to Article 19 from this rotation on a case by case basis.

Newly-hired Court Reporters may ask to be placed on the try-out list for permanent assignments. Management may assign a newly-hired Court Reporter who has worked at least 60 calendar days to a Judicial Officer, with the concurrence of the Court Reporter, if a vacancy in that department has not been filled through the normal try-out procedure, there are no remaining names on the try-out list and the assignment has been vacant for four (4) weeks.

Section 4      Request for Assignment

Court Reporters may request transfers to regions of choice. Management will retain those requests for 12 months and will consider the employees listed therein when filling available and/or vacant assignments. Management retains the authority to make assignments as may be required to meet the needs of the Court.

ARTICLE 36      JOB SHARING

1. The Court will identify positions which will be used for job sharing.
2. Those persons desiring a job-sharing position will file an application jointly for the position and will, at the time of filing, present an outline of the manner in which they propose to share the job, to include the days each person will be working.
3. It is Management's right to approve or deny requests for job sharing.
4. Any change in the approved job-sharing work schedule must receive prior approval of Management.
5. Court Management may suspend or revoke job-sharing privileges based on needs of the Court, as well as an employee's failure to adequately meet their responsibility under their job-sharing plan.
6. Job sharers who request to return to full-time employment or whose job-sharing assignment has been revoked will return within thirty (30) calendar days to their employment status held immediately prior to job sharing.
7. Upon request, Official Court Reporters approved to participate in the job-sharing program on a half-time monthly basis will be designated as monthly permanent 1/2 time item ("U"), as defined for County benefit purposes. Other designations ("C", and "P" thru "Z") may be considered for Official Court Reporters requesting job sharing arrangements other than ½ time. In all cases, Court Reporters Pro Tempore requesting job sharing will be approved for job sharing on a "C" designation.
8. If a job sharer loses their job sharing partner, they will have ninety (90) calendar days to secure another partner. After ninety (90) days, if no partner has been approved, the job-sharing position will cease to exist and the job sharer will return to their employment status held immediately prior to job sharing.
9. Prior to implementation of any layoff, job sharers will be offered the opportunity to return to their status held immediately prior to job sharing.

ARTICLE 37      OFFICE SPACE AND SUPPLIES

Section 1

Except as prohibited by law, the Court will provide Court Reporters supplies necessary to perform their official duties and adequate storage space for electronically stored shorthand notes and paper notes, when electronic storage is not technologically possible. The Court will endeavor to provide reporters with office space and a desk to work. In the event that office space and/or a desk is not available, the Court Reporter may contact a manager for resolution.

During the term of this MOU, the Court will endeavor to provide Court Reporters with equipment to support remote hearings in those courtrooms where remote hearings are conducted, including the following:

- Monitor
- Speaker
- Microphone

This list of equipment is not intended to be all inclusive.

This obligation shall not apply where an installation of such equipment is not feasible or otherwise creates a disruption and/or interference with proceedings in the courtroom.

Upon request, the subject of remote proceedings shall be the subject of future Joint Labor/Management meetings.

Section 2

Management will communicate to bench officers and applicable court staff of the need to comply with remote proceedings protocol and CCP 367.75, including an advisement that the Court Reporter should not be muted.

ARTICLE 38      IDENTIFICATION CARDS/EMPLOYMENT WORK ACCESS

Section 1      Identification Cards

All Court Reporters will receive Superior Court of California, County of Los Angeles

identification cards.

## Section 2      Office Keys/Key Cards

Court management will provide office keys and key cards to court reporters in a timely manner.

Court management will provide bathroom keys for permanently assigned reporters and RAFs where the closest employee bathroom requires key entry.

Court management will provide courtroom keys for permanently assigned reporters where the only point of access to the courtroom is the door utilized by the public.

## Section 3      Elevators

Court management will provide Court Reporters access to courthouse elevators utilized by Court staff.

## Section 4      Security Screening

With regard to employees with disabilities or work restrictions (including one that limits their ability to lift), Management will fulfill its legal obligation to engage in a timely interactive discussion process with respect to reasonable accommodations.

## Section 5      Courthouse Security and Court Reporter After-Hours Access

To protect the public, judicial officers and all courthouse workers, the Court controls entry into its facilities. Consequently, all employees and members of the public entering a courthouse undergo security screening. When Court Reporters need to access courthouses without 24/7 security after-hours, the following procedures apply.

### A. Regular Access

- i) Court Reporter key cards will be programmed to allow courthouse access from 6:00 a.m. through 8:00p.m. Monday through Friday. (Once inside a courthouse, Court Reporters can remain as long as necessary to do their work.)

### B. Anticipated Extended Access

- i) If a Court Reporter anticipates a need to gain access to a courthouse outside those hours, they must notify Management during business hours and arrange for after-hours access. A Court Reporter's representation of the need for after-

hours access will suffice. If a key card is issued to the Court Reporter, it must be returned the following day.

- ii) If a Court reporter is regularly assigned to a location but is not at that location on the day prior to a weekend or holiday, the reporter may call the site Administrator and arrange to have another Court employee retrieve a card for them.

C. Guidelines

- i) Reporters must scan the key card upon entry to gain after-hours access but must also scan the card upon exiting so that security personnel can monitor who is in the courthouse.
- ii) After-hours access is limited to the Court Reporter requesting access and no other individuals, even if they are relatives or friends. For example, it is not acceptable to bring children into the courthouse nights and weekends. This guideline is not intended to restrict reporters from having someone accompany them who is there to help them with their work, but the reporter must identify who that individual is and their purpose for being there. It is not acceptable for a reporter to request an after-hours access card if they truly do not anticipate the need for access. The Court is able to monitor whether a card is utilized or not and people who frequently or consistently request a card and then do not utilize it may forfeit their ability to obtain after-hours access.

ARTICLE 39      COMPUTER EQUIPMENT

The Court will make every reasonable effort to assist employees to recover for loss as a result of theft or damage of steno machine, computer, computer-aided transcription equipment or supplies not resulting from Court Reporter negligence while on Court property.

ARTICLE 40      VACATION SCHEDULES

1. Scheduling of vacations shall be in order of seniority by court location for those vacation requests submitted between October 15 and December 13 of each year for the succeeding twelve-month period beginning with the first full week in January and ending with the last day prior to the first full week of the following January. Notification of approved vacation time will be provided no later than December 31

of each year during the term of this agreement. The Court will endeavor to grant vacation requests where the reporter requests the vacation concurrent with the Judicial Officer to whom they are assigned.

2. The Vacation matrix will be uploaded to SharePoint by no later than December 14th annually. The Matrix will be updated quarterly on or before February 1, May 1, August 1, November 1. The Matrix will reflect which days have been selected by a Court Reporter for vacation during the annual selection process and which dates have not been selected for vacation.
3. All requests for vacation submitted on or after December 15 will be assessed by Court management and scheduled on the basis of request date and needs of the Court. The Court Reporter will be notified of the decision within two weeks from the time the Managing Court Reporter received the request.
4. Management will assess dark courtrooms and Court staffing needs when evaluating whether to grant wait-listed vacation requests and will endeavor to grant wait-listed vacation requests based upon the assessed staffing needs.
5. If a vacation request is denied, Court Reporters may request to be added to the waiting list. Court Management will notify Court Reporters of their rank on the waiting list. Court Reporters who do not want to remain on the waiting list for a particular vacation slot(s) will notify Management and, upon receipt of that notification, Management will remove the Court Reporter from the waiting list(s).
6. If a Court Reporter cancels an approved vacation slot at least 5 Court days in advance of the scheduled vacation day(s), barring extraordinary circumstances, Management will offer the open vacation slot(s) to the next Court Reporter(s) on the waiting list.
7. Deviation from the normal vacation scheduling procedure will be made at the discretion of Court Management for emergencies.
8. Management will review historical information regarding the number of dark courtrooms during the weeks of Thanksgiving, Christmas, and New Years and use that information to determine whether additional vacation slots may be allotted during those periods.

ARTICLE 41      VACATION CARRYOVER

Section 1

Whenever the sum of an employee's current and deferred vacation exceeds forty-two (42) days upon entering a new calendar year, that portion in excess of forty-two (42) days may be deferred for no more than one (1) year, subject to the recommendation of the Administrator of Court Reporter Services and approval of the Executive Officer/Clerk of Court or their designee.

If, at the end of that year, an employee still has current and deferred vacation time in excess of forty-two (42) days, they will lose the use of that portion in excess of forty-two (42) days and will be compensated for it at the workday rate of pay in effect on the last day of deferment.

Section 2

The Executive Officer/Clerk of Court or designee has the discretion, upon the recommendation of the Administrator of Court Reporter Services, to extend the time in which the employee may use accumulated vacation time in excess of forty-two (42) days.

Section 3

Vacation benefits of employees on Workers' Compensation leave will not be subject to the forty-two (42) day limit.

ARTICLE 42      CONTINUING EDUCATION

Section 1

A Court Reporters' Continuing Education Fund of \$50,000 per year will be maintained for reimbursement for LACCRA, NCRA, passing of the Realtime Certification test, and/or other Court- approved continuing education training seminars.

A Court Reporter enrolled in an approved training seminar will receive reimbursement for the registration of such seminar or training on a first-come first-served basis, not to exceed \$1,000, as long as continuing education funding exists. Reimbursement must be requested in writing within 45 days of attendance and must be accompanied by a certificate of

attendance/completion.

Management will process and submit for payment to the County Auditor-Controller, within ten (10) business days following its receipt, any properly completed reimbursement request submitted by reporters.

If adequate staffing permits, Management will grant court time off (Monday through Friday) for attendance at approved seminars or other Management approved training. This does not include travel time. No overtime will accrue for attendance at approved seminars. The LACCRA President and the LACCRA Vice President (or other designated LACCRA Board Member) will upon request be granted the use of any eligible accrued leave time off each year exclusive of the vacation matrix to attend the conventions of the California Court Reporters Association, National Verbatim Reporters Association, and the National Court Reporters Association.

## Section 2

During January of each year LACCRA will submit a list of training seminar topics eligible for approval. After discussion with LACCRA, Management will approve a list of training seminar topics and continuing education seminars eligible for reimbursement. This list may be updated periodically.

## Section 3

When procedures in the Court Reporter Unit are changed and those changes affect the terms and conditions of employment for Court Reporters, Management will notify the Joint Council and, upon request, will meet and confer about the effect of those changes on Court Reporters.

Management will maintain a manual describing the duties and procedures of Official Court Reporters at the Court and make it available electronically. Management will notify Court Reporters by email of manual changes.

## Section 4

The Court will reimburse A, C, and V status Court Reporter employees the annual renewal fee for their Certified Shorthand Reporter license subject to the conditions herein. Reimbursement is only available to Court Reporters who renew their licenses after the ratification of the MOU. To receive reimbursement, Court Reporters whose licenses are in good standing (no Board discipline or delinquent status) and who have not been on administrative suspension during the preceding 12 months must: (1) show proof that they

paid their annual license renewal fees timely;<sup>1</sup> and (2) request reimbursement within 30 days of payment.

Section 5

As of the date of April 20 2024, the Court provides the following reimbursement benefit pursuant to Section 7(b) of an August 24, 2023 Side Letter of Understanding through its receipt of special funding pursuant to SB 154:

The Court will reimburse Court Reporters who provide proof of payment for an annual YesLaw subscription.

In the event that the Court does not receive special funds pursuant to SB 154 during the term of this MOU to continue the benefit as set forth in the Side Letter of Understanding, the Court will provide the following alternative reimbursement benefit:

If the Court identifies a specific third-party vendor that it wishes to utilize for the transmittal and delivery of transcripts to the Court, Court Reporters shall agree to utilize that vendor; and the Court will reimburse Court Reporters who provide proof of payment for the cost associated with using the third-party vendor.

This section shall only be in effect for the term of this Agreement, after which it will automatically expire. The Court shall have no obligation to continue this benefit after the expiration of the Agreement absent express agreement by the Parties in a successor Agreement.

ARTICLE 43      CONSULTATION ON RULES

Management retains the right to promulgate policies, procedures, rules and regulations affecting wages, hours and working conditions which are not in conflict with the terms of the Memorandum of Understanding. Both the Union and employees will be provided reasonable advance notice of new and or changed policies, procedures, rules and regulations affecting wages, hours or working conditions except in case of emergency. Should the Union request consultation, the Court will consult with the Union concerning

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<sup>1</sup> Licensees must pay renewal fees by the last day of the month of their birth. Renewal fees are delinquent the day after the license expires. If a Court Reporter does not pay their license renewal fees on time, they are ineligible for reimbursement.

such new or amended Court rule, policy or procedure.

In cases of emergency, when the Court determines that any rule, policy, or procedure must be adopted immediately without prior notice or meeting, the Court will provide such notice and opportunity to meet at the earliest practicable time following the adoption of the rule, policy or procedure.

Nothing contained herein will prevent the Union from grieving the effect of such change in accordance with the Grievance Procedure contained herein.

However, the impact of new and/or changed policies, procedures, rules, and/or regulations will be included within the scope of representation as those matters affect wages, hours, and terms and conditions of employment of trial court employees. The Court will be required to meet and confer in good faith with respect to that impact.

#### ARTICLE 44      RIGHTS OF UNIT

At the written request of Local 721, Management may approve time off with pay for one (1) employee (additional employees may be approved by mutual agreement of the parties) in the Court Reporter Unit, designated by Local 721 as spokesperson for the unit, to attend Fringe Benefits negotiations between Local 721 and the County of Los Angeles where the subject of such negotiation meetings involve issues affecting employee relations of employees in the Unit.

The name of the employee so designated will be provided, in writing, by Local 721 to management. Local 721 agrees that the employee designated will not log nor be entitled to compensatory time or premium pay for the time spent pursuing the aforementioned activities allowed under this Article.

#### ARTICLE 45      COURTROOM REPORTING CONDITIONS

Management will provide Judicial Officers information about the factors that contribute to a courtroom environment that enables Court Reporters to create an accurate and complete record of proceedings. The Court recognizes that reporting assignments can vary in the demands made upon the physical and mental stamina of Court Reporters and that a Court Reporter may need to advise the Judicial Officer that they are fatigued and needs a break. Management will inform Judicial Officers about the importance of providing Court Reporter

breaks.

Management will also inform the Judicial Officers regarding remote proceeding protocol and the Court Reporter's responsibility to interrupt as needed to protect the record, and CCP 367.75.

ARTICLE 46      ACCESS TO COURTCONNECT

The Court will provide Court Reporters access to CourtConnect (the Court's intranet) at each courthouse location.

ARTICLE 47      ACCESS TO INTERNET

In order to facilitate effective Court Reporter service to the bench and bar, the Court will make high-speed Internet access available to Court Reporters at each courthouse.

ARTICLE 48      LOCAL RULES OF COURT

Management will provide Joint Council a copy of any proposed changes to the Local Rules of Court at least forty-five (45) days before such rules are adopted and, if requested to do so, will meet and confer with Joint Council on provisions Joint Council believes directly impact court reporters.

ARTICLE 49      STRIKES AND LOCKOUTS

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

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved will be deemed in violation of this Article, and the Court will be entitled to seek all remedies available to it under applicable law.

ARTICLE 50      JOINT LABOR/MANAGEMENT COMMITTEE

Section 1

It is the intention of the parties to establish a Joint Labor/Management Committee that provides a forum for labor and Management to jointly discuss issues of concern affecting employees of SEIU bargaining unit 861.

Section 2

The Joint Labor/Management Committee will consist of up to five (5) Management representatives and up to six (6) employee representatives as designated by The Joint Council. The Management representatives will be designated by the Executive Officer/Clerk of Court.

Section 3

During the term of this MOU, the Joint Labor/Management Committee may meet during working hours, upon written request of either party. The Joint Council will provide Management a list of proposed agenda items at least one (1) week (i.e., seven calendar days) prior to any meeting. If the list of proposed agenda items is not provided at least one (1) week in advance of the scheduled meeting, the Joint Labor/Management Committee meeting will be rescheduled for another date/time that is mutually agreed upon by the parties.

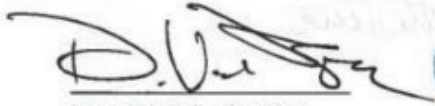
The Committee may also make advisory recommendations to the Executive Officer/Clerk of Court, or designated representative, for consideration.

SIDE LETTER AGREEMENT

Between SEIU, Local 721/LACCRA Joint Council  
and Los Angeles Superior Court  
Pertaining to Court Reporter Performance Evaluations.

The undersigned agree as follows:

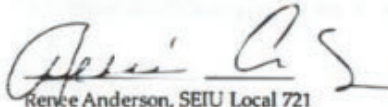
1. LACCRA and Court Reporter Services Management will meet and confer about the form that is to be used and the schedule for completing Court Reporter performance evaluations.
2. To facilitate the transition into the performance evaluation program, the Performance Evaluation Form will not be completed for any Court Reporter for twelve (12) months following completion of the meet and confer process.



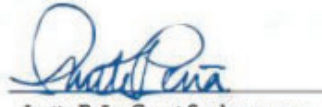
Diana Van Dyke, President  
Joint Council of Los Angeles County  
Court Reporters Association and Service  
Employees International Union, Local 721,  
CTW, CLC



Sherri R. Carter, Executive Officer/Clerk of  
Court, Superior Court of California,  
County of Los Angeles



Renee Anderson, SEIU Local 721  
Joint Council Spokesperson



Ivette Peña, Court Spokesperson

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the Memorandum of Understanding the day, month and year first above written.

JOINT COUNCIL OF LOS ANGELES  
COUNTY COURT REPORTERS  
ASSOCIATION AND SERVICE  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL 721, CTW, CLC

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF LOS ANGELES

DocuSigned by:  
*Robert Hunt*  
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Bob Hunt, Chief Negotiator, SEIU, Local 721

DocuSigned by:  
*David Slayton*  
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David W. Slayton, Executive Officer/Clerk of Court

DocuSigned by:  
*Renee Anderson*  
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Renee Anderson, Director, SEIU, Local 721

DocuSigned by:  
*Jay G. Trinnaman*  
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Jay Trinnaman, Chief Negotiator, Court

DocuSigned by:  
*Cindy Tachell*  
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Cindy Tachell, LACCRA, President

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*Kathie O'Connell*  
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Kathie O'Connell, Director

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*Rosalina Nava*  
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Rosalina Nava, CSR

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*Robbin Hill*  
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Robbin Hill, Senior Administrator

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*Carol Herrera*  
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Carol Herrera, CSR

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*Bryan Lui*  
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Bryan Lui, Managing Court Reporter

DocuSigned by:  
*Shanna Gray*  
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Shanna Gray, CSR

DocuSigned by:  
*Jesse Pickelsimer*  
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Jesse Pickelsimer, Managing Court Reporter

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*Lorraine Romin*  
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Lorraine Romin, CSR

DocuSigned by:  
*Joi L. Williams*  
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Joi L. Williams, Deputy Director Labor Relations

DocuSigned by:  
*Reyna Ota*  
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Reyna Ota, CSR

DocuSigned by:  
*Michele Baumberger*  
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Michele Baumberger, Administrator II

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*Marlene Burris*  
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Marlene Burris, CSR

DocuSigned by:  
*Jasmine Leonard*  
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Jasmine Leonard, HR Manager,  
Labor Relations

DocuSigned by:  
*Jaclyn Verkler*  
D7F44A8DC97045D...

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Jaclyn Verkler, CSR

DocuSigned by:  
*Bianca Torres*  
651285DAE8D044B...

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Bianca Torres, CSR