

**SEIU Local 721**

**Superior Court of California,  
County of Los Angeles**

**Los Angeles Superior Court Reporters  
Employee Representation Unit 861**

**Memorandum of Understanding**

**June 30, 2014,  
through  
July 1, 2016**

**LOCAL 721**



**SEIU**



MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO THE JUDGES OF THE SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES  
REGARDING THE  
LOS ANGELES SUPERIOR COURT REPORTERS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING MADE AND ENTERED ON:

DATE: June 30, 2014

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, SEIU Local 721,  
(hereinafter referred to as "Joint Council" or  
"Union")

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ARTICLE 1            PURPOSE

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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 of Understanding; 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 the parties intend jointly to submit and recommend for approval and implementation to the Judges of the Superior Court.

ARTICLE 2            RECOGNITION

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Section 1

Pursuant to the provision of applicable State Law, Court 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 shall 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

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This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the Personnel and Budget Committee. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until the Executive Judicial Committee, hereinafter referred to as the Committee acts to approve said Memorandum of Understanding.

Following approval of this agreement by the Personnel and Budget Committee and ratification by members of this Unit, management will expedite the submission of this Memorandum of Understanding to the Committee for its approval.

Notwithstanding the foregoing, in the event the Judges, or the State Legislature fail to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval of the Judges, or the state legislature.

Implementation shall be effective as of the date approved by the Committee.

ARTICLE 4 AUTHORIZED AGENTS

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

- A. Management's Principal authorized agent shall be the Court's Executive Officer/Clerk or duly authorized representative (address 111 North Hill St., Room 105 E, 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. The SEIU Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative at the following address: 1545 Wilshire Boulevard, Los Angeles, California 90017; Telephone (213) 738-8615.

ARTICLE 5 OBLIGATION TO SUPPORT

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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 Judges of the Superior Court, hereinafter referred to as the Judges, 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. It is further understood that this Article shall not preclude the parties from appearing before the Judges nor meeting with individual Judges to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

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The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU Local 721 and all other

rights provided by the Trial Court Employment Protection and Governance Act. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights. The provisions of this Memorandum of Understanding shall 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

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Section 1

The term of this Memorandum of Understanding shall 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 shall said Memorandum of Understanding become effective prior to 12:01 a.m. on June 30, 2014.

Section 2

The term of this Memorandum of Understanding shall continue until it expires at 12:00 midnight, July 1, 2016.

ARTICLE 8                      RENEGOTIATION

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In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other during the period of March 15, 2016 through March 31, 2016, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

Negotiations shall begin no later than April 15, 2016. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by May 15, 2016, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

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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. Whenever 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 his/her 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 the request of an employee, discuss the employee's complaint with him/her 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. Court 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 his/her grievance, where such information may be known to Court Management.

Section 4      Waivers and Time Limits

1. Failure by Court 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 shall be considered settled on the basis of the last decision and the grievance shall 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 him/her in formal grievance meetings. The grievant may be required to be present in meetings with Court Management for purposes of discussing the unresolved grievance.
2. An employee selected as a representative in a grievance shall be required to obtain the permission from his/her immediate supervisor to absent himself/herself from his/her work assignment to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Court operations.
3. An employee may present his/her grievance to Court Management on Court time. In scheduling the time, place and duration of any grievance meeting, both the employee and Court Management will give due consideration to the duties each has in the operations of the Court. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6      The Parties' Rights and Restrictions

1.      None of the Parties shall 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 Court Management prior to a scheduled formal grievance meeting shall 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 Court 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 shall 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, he/she 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 hearings on paid court time with the prior approval of their immediate supervisor or Court 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 his/her complaint in a meeting with his/her immediate supervisor. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with him/her 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 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 of such occurrence, whichever is later, an employee may file a formal written grievance.  
Three copies of the Court grievance 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 shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days from the 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 shall render a decision in writing using the original copy of the grievance.

Step 2: Court 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 Court Management, as previously identified, using the original copy of the unresolved grievance.
- 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

following the grievance meeting using the original copy of the grievance.

Step 3: Executive Officer:

- A. Within ten (10) business days from the receipt of the decision at Step 2, the employee may appeal to the Executive Officer or designated representative using the original copy of the grievance form.
- B. Within ten (10) business days from the date the submitted grievance appeal to Step 3 is received, the Executive Officer or designated representative who has not been involved in the grievance in prior levels shall discuss the grievance with the employee. Thereafter, the Executive Officer or his designate will provide to the employee a written decision within ten (10) business days following the grievance meeting.
- C. If the Executive Officer 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 or designated representative shall be final.

Section 8

Arbitration

- A. Within thirty (30) business days from the receipt of the written decision of the Executive Officer or designated representative, the Union may request that the unresolved grievance be submitted to arbitration.
- B. 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 shall such arbitration extend to:
  - 1. 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 his/her 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.
  - 2. The interpretation, application, merits or legality of any or all personnel rules or regulations of the Court, unless the arbitrator, in his/her 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.

3. Written Record of Conference.
  4. Performance Evaluations with an overall rating of the equivalent of competent or better.
- C. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to the Executive Officer or designated representative. The written request shall set forth the specific issue(s) still unresolved through the grievance procedure, which are to be submitted to arbitration.
- D. Selection of an arbitrator shall take place as follows:
1. 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 Conciliation Service, Department of Industrial Relations, State of California through an alternate striking of names from that list. The party to strike the first name shall be determined by chance.
  2. During each arbitration process, each party shall have one (1) opportunity to unilaterally reject the arbitration panel or list of names provided by the California State Mediation and Conciliation Service and immediately request an additional panel.
- E. Arbitration of grievances hereunder shall be conducted generally within sixty (60) business days from the selection of the arbitrator and in accordance with applicable provisions within California State Code of Civil Procedure, Section 1280 et. seq. However, Sections 1283 and 1283.05 shall not apply. The fees and expenses of the arbitrator shall 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.
- F. Not less than fifteen (15) days prior to the hearing, a representative of the Court and the Union shall 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 shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

- G. The written decision of an arbitrator resulting from any arbitration or grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
- H. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be entirely advisory in nature and shall in no way be binding upon any of the parties hereto or appealable and shall be rendered within thirty (30) calendar days following conclusion of the hearing.
- I. The written decision of the arbitrator shall be submitted to the Executive Officer or designated representative and the Union. The Executive Officer or designated representative shall advise the Union of his/her intentions concerning the arbitrator's decision within ten (10) business days.

If the Executive Officer or designated representative rejects the arbitrator's decision, the Union may submit its written appeal to the Court's Personnel and Budget Committee within twenty (20) business days, with a copy to the Executive Officer. The decision of the Court's Personnel and Budget Committee shall be rendered within sixty (60) calendar days, and shall be final.

#### ARTICLE 10                      PERFORMANCE EVALUATION

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

#### ARTICLE 11                      GRIEVANCE MEDIATION

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1. This procedure is an alternate dispute resolution and does not supersede the provisions 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 Joint Council and Court Management shall 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 Joint Council 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 shall 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 shall be to assist the parties to reach agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, the Joint Council and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall 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 shall be confidential. The content of the mediation proceedings, including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation, shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this article shall not be subject to arbitration.

## ARTICLE 12                      GRIEVANCE GENERAL IN CHARACTER

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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 Court 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 of the Trial court



Administrator or his/her designated representative. Such written request shall be submitted within thirty (30) business days from the occurrence and shall set forth in detail facts giving rise to the request for the meeting, provisions within the MOU that have been allegedly violated, and the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement(s).

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Union shall have the right to meet with the Executive Officer/Clerk or designated representative in an attempt to resolve the matter.
- C. Within ten (10) business days after the meeting, the Executive Officer/Clerk or his/her designated representative shall respond to the Union in writing setting forth Management's decision and reasons therefor.
- D. Within ten (10) business days from receipt of the Executive Officer/Clerk 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. Instead, this Article is intended to provide a procedure to resolve disagreements arising from the application of the terms of the Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedure set forth herein shall 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 procedure set forth in Article 9 hereof.

#### ARTICLE 13                      EXPEDITED ARBITRATION

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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 his/her 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 approved by the Bench /officers of the Court, unless the arbitrator, in his/her 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 proceedings:
  - 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 his/her 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

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Section 1 Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted monthly from the salary of each employee covered hereby who files with the Court a written authorization requesting that such deduction be made in accordance with applicable provisions of State law.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union within thirty (30) business days after the conclusion of the month in which said dues and deductions were deducted.

Section 2 Security Clause

Any employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the Court during the term of this agreement; provided, however, that an employee in this Unit may terminate such Union dues from August 1, 2009 to August 31, 2009, by notifying the Union of their termination of Union dues deductions. Such notification shall be provided by the employee by certified mail/return receipt requested, and should be in the form of a letter containing the following information: employee name, employee number, job classification, the employer business name, and name of Union from which dues deductions are to be canceled. The Union agrees to finalize all necessary processing of employee written requests for cancellation of dues within thirty (30) calendar days following receipt of such request.

Section 3 Indemnification Clause

The Union agrees to indemnify and hold the 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 Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Service Code for the duration of this agreement or a period of three years from the effective date of this agreement whichever comes first.

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Section 5      Religious Objections

An employee who is a member of a bona fide religion, body, or sect, which has historically held conscientious objection to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 6      Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop unit.

Section 7      Rescission

It is mutually agreed by the parties that the agency shop provision in this agreement may be rescinded by a majority vote of all the employees represented by this Unit, under procedure established by Section 71632.5 of the Trial Court Employment Protection and Governance Act (SB 2140). In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There can only be one election during the term of this agreement.

Section 8      Union Responsibilities-Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payer to meaningfully challenge the propriety of the use of agency shop fees as provided for in *Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson*, 106 S. Ct 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payer for each year that the agency shop agreement is in effect.

Section 9      Implementation

Any employee hired by the Superior Court subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, a notice advising that the Court has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from the requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form the Union or Court Payroll Office. If the form is not completed and returned within (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 10      List of New Employees/Separations

The Court will furnish the Union with a monthly list of new employees/separations at a cost established by the Court for programming, processing and photocopying. The list shall contain the name, date of hire into the Unit, salary, classification, title, and work location of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also include the names of employees and the effective dates that these employees leave this Bargaining Unit.

ARTICLE 15                      MANAGEMENT RIGHTS

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The Court 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 Court 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 operation. It is also the exclusive right

of Court Management to direct its employees which shall 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 Court Management are 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 shall limit the right of the Joint Council 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

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### 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 rights and agrees that the other shall 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 shall not be included within the scope of representation:

- (1) The merits and administration of the 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 courts and court system.
- (7) The Court shall continue to have the right to determine assignments and transfers of Court employees, provided that the process, procedures and criteria of assignments and transfers shall be included within the scope of representation.

However, the impact from matters in items 1-7 above shall 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 shall 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 Court Management to make changes in rules or procedures affecting the employees in this Unit.

Where Management finds it necessary to make such change it shall 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 Court Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in this Unit.

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

Any agreement resulting from such negotiations shall 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 shall be submitted to the Division of Conciliation of the Department of Industrial Relations 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 shall be suspended and superseded by the applicable law or regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

#### ARTICLE 18    RELEASE DUE TO REASONS OTHER THAN PERFORMANCE

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Court 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 shall 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.     Monthly "A" items who, through a formal administrative action, are placed on a Plan for Improvement resulting from an overall substandard performance rating.
4.     Monthly "A" items.

Monthly "A" Reporters as cited in No. 4 above will be placed on a reemployment list in order of seniority. Such list will remain in effect for two (2) years.

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

"Redeployment" shall be defined as the temporary displacement of a regularly assigned reporter to meet the needs of the court. A Court Reporter shall not be redeployed for five or more days in a four-week period.

"Reassignment" shall be defined as the permanent displacement of a regularly assigned reporter. No reporter shall be reassigned due to the implementation of alternative methods of reporting without the consent of the bench officer to whom the Court Reporter has been assigned.



In the event that a Court Reporter has been so reassigned, Court Management agrees to provide the displaced reporter with another regular assignment. A specific courthouse or region will also be considered a regular assignment for purposes of this article.

A "region" shall be defined as the primary three courthouse locations of the reporter's choosing. Management will make every reasonable effort to provide a reporter reassigned to a building or region with office space in that building or the building in their region in which they primarily work.

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 shall only remain in effect until the affected reporter has been selected for a regular reporting assignment.

For purposes of this Article, a "regular assignment" is defined as an assignment to a specific bench officer for a continuous and indefinite period, with no anticipated end, and in accordance with Article 38, Court Reporter Assignments, of this agreement.

#### ARTICLE 19 REINSTATEMENT

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Any Court Reporter who resigns in good standing is eligible for reinstatement within two years following the date of resignation, upon approval of the Executive Officer/Clerk. 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 shall be equal to those of a new employee.

A Court Reporter who leaves the service of the Superior Court in good standing and requests, either in writing or orally, to return within two years from his/her resignation date, shall upon reinstatement be placed on the Seniority List according to his/her seniority by deducting from their original entry date the number of months absent from Superior Court service.

#### ARTICLE 20 EMPLOYEE BENEFITS

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##### Section 1

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 shall 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, shall be entitled to the same benefits as set forth in the County Code, Salary Ordinance provisions for employees on "P" through "Z" items.

Mileage headquarters shall be designated as the courthouse facility the reporter has worked at the most number of days within the past seven weeks.

Section 2      Vacations

Court Reporters shall accrue vacation as follows:

Vacation Years of Service	Vacation Accrual Rate	Vacation Annual Maximum Hours
0-4 years	.041	80
4-9 years	.060	120
9 years or more	.084	168

All vacation is accrued and posted pursuant to CWTAPPS.

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 shall 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.") Subject to Management approval, reporters requesting L.T. Time shall be provided such or, upon disapproval of the request, be placed on a waiting list and advised in writing of the reporter's placement on the waiting list. If LT Time is denied, the reporter shall 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.

Within one hundred eighty (180) calendar days of the ratification of the SEIU Local 721 Fringe Benefits Agreement, or more often upon agreement of Court Management and the Joint Council, Management will prepare and submit for Joint Council review a draft proposed Benefits Manual describing relevant employee benefits available to members of this unit. Management agrees to distribute copies of the Benefits Manual upon agreement being reached.

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An employee, or his/her Joint Council 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 shall be advised of, and entitled to read, any written statement by the employee's supervisor or court management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has 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 he/she is required to sign. If the employee refuses to sign, the supervisor shall note his/her 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 shall 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 a 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 shall have the right to respond in writing to any derogatory material placed in his/her personnel file. Such written response shall 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 his/her 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 his/her personnel file, except as such may be part of an official permanent record.

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ARTICLE 23                      LEAVES OF ABSENCE

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Section 1            Pregnancy Leave

The parties agree that Court Management shall grant a leave of absence without pay to any reporter on monthly permanent status, as defined for County benefit purposes, who becomes disabled as a result of pregnancy, which disability prevents the employee from performing the duties of her position. Such leave must be requested in writing by the employee and accompanied by a physician's statement confirming disability.

The parties further agree that upon commencement of an authorized pregnancy leave of absence any reporter on monthly permanent status, as defined for County benefit purposes, disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Members of this Unit may also use accrued vacation, holiday time or compensatory time when on an authorized leave of absence during such period of disability.

Section 2            Employee Organization Leave

Not more than two (2) Court Reporters covered hereby, at the request of SEIU Local 721, and subject to the staffing requirements of the Court and approval of the Executive Officer/Clerk, shall be granted a leave of absence without pay not to exceed six (6) months for the purpose of conducting SEIU Local 721 business.

Section 3            Education Leave

Education leave will be granted in accordance with the provisions of Article 43, Continuing Education.

Section 4      Medical Leave

A medical leave without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health upon the employee's written request if, after submission of medical evidence satisfactory to Court

Management establishing the employee's medical disability, Court Management determines that such leave would be in the best interest of the Court.

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Section 5      Family Leave

The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1991, the Medical Leave Act of 1993, the California State Pregnancy Leave Law (Government Code section 12945), the Family School Partnership Act of 1995, and the Military Family Leave provisions of the Family Medical Leave Act.

Section 6      Jury Duty

Any members of this Unit holding a regular full-time ("A" item status) position who are called and report for jury service shall receive their regular straight-time salary for the period they serve on jury duty.

Section 7      Witness Leave

A member of the Unit holding a regular 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, shall 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 Auditor-Controller, excluding mileage.

ARTICLE 24                  EMPLOYEE LISTS AND INFORMATION

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Section 1      Employee Lists

Within sixty (60) days from the effective date of this Memorandum of Understanding, the Union may request a computer tape listing of the names, employee numbers, item

numbers, item titles, and item subs of all employees within this Unit. Every reasonable effort shall be made to provide the computer tape listing in the format specified by the Union. Such computer tape listing may be requested up to four times a year, it being agreed and understood that the Union will pay to the County of Los Angeles \$100.00 for each computer tape listing. If there is an increase in the cost of producing the computer tape listing during the term of this Memorandum of Understanding, the parties agree to meet and discuss the increase before it is implemented.

The above computer tape employee lists shall be provided by the Los Angeles County Auditor-Controller.

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ARTICLE 25                   EMPLOYEE PAYCHECK ERRORS

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Section 1           Underpayments

1. Management will immediately request the County's Auditor Controller to rectify a significant underpayment (approximately \$100) on the employee's payroll warrant (15<sup>th</sup> and 30<sup>th</sup>) within three (3) calendar days, exclusive of Saturdays, Sundays and legal holidays, after receipt of a written request from the Court's payroll section. Such request must be made to the Payroll Manager or his/her designated representative by the affected employee within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Los Angeles County Auditor-Controller will issue a corrected or supplemental warrant within three (3) business days after receiving the request from the Manager or his/her designated representative.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

Section 2           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 his/her designated representative under guidelines issued by the Los Angeles County Auditor-Controller.

3. Such recovery shall 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

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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 shall make reasonable effort to provide adequate free parking facilities for employees in the Unit who regularly find it necessary to use their own vehicle for transportation to their work location.

ARTICLE 27                      SAFETY AND HEALTH

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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 shall 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 Court Management will:

- a) Correct or eliminate the condition if correction or elimination thereof is within their authority and capability; or
- b) 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 Court Management for said purpose if elimination of the hazardous condition is not within the immediate supervisor's capability.
- c) 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 or the Court's Safety Officer. This person should respond within five (5) days.

Section 2

Court Management and Union mutually agree that Safety and Health conditions in employment with the Court are subject to the provisions of the William-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.

### Section 4

Court Management will advise all employees of its emergency preparedness plans for each building annually. This will include all information for evacuation and emergencies and use of 911.

### Section 5

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

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 shall not require medical justification for ergonomic 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.

## ARTICLE 29

## BULLETIN BOARDS

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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 Court Administrator or designated representative.

The bulletin boards shall 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 Court Administrator or designated representative. The Court 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.

Should the Union desire a communication posted Court wide, it may submit the communication to Central H.R. for approval.

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ARTICLE 30                      SALARY

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The parties agree jointly to recommend to the Executive Judicial Committee that said committee adopt and implement the following salaries for members of this unit:

- 1. One-time Payments
  - A. On June 30, 2014, the Court shall provide those bargaining unit members on its payroll as of June 8, 2014, a one-time payment calculated as follows:  

June 8, 2014 Base Salary x 3% x 12 months
  - B. On June 30, 2015, the Court shall provide those bargaining unit members on its payroll as of June 7, 2015, a one-time payment calculated as follows:  

June 7, 2015 Base Salary x 1% x 12 months
  - C. In correspondence from Gregg Rademacher, LACERA Chief Executive Officer, dated May 5, 2014, Mr. Rademacher represented that the California Public Employees Pension Reform Act of 2013 (PEPRA) explicitly precludes one-time payments from being pensionable for employees who become members on or after January 1, 2013. He added that such payments are probably pensionable for court employees who became LACERA members before January 1, 2013. Subsequent base salary movement would be pensionable for both groups.

- 2. Permanent Adjustment to Base Salary

- A. On July 1, 2016, the Court will reflect a permanent 4% increase to the base salaries of employees on its payroll as of June 17, 2016.

If during the present term of the MOUs for the SEIU Local 721 and AFSCME Court locals, any SEIU Local 721 or AFSCME Court local receives a salary increase in excess of those listed above, the employees in the remaining bargaining units will receive an equivalent salary increase.

Section 2      Realtime Certification Allowance and Realtime Qualification Bonus

- A. Effective January 1, 1998, members of this Unit who are Realtime certified or who become Realtime certified thereafter, as defined within Article 37, Employment Status, shall receive a one (1) schedule (2.75%) Realtime Certification Allowance.
- B. Effective October 1, 2004, for those members who are or who become Realtime qualified and who have a Realtime Qualification Bonus agreement in effect, as defined in Article 35, Employment Status, the two schedule (5.5%) Realtime Qualification Bonus shall become a part of the regular salary received for their position.
- C. Effective October 1, 2004, the number of reporters who qualify for the Realtime Qualification Bonus will not exceed 70% of full time equivalent (FTE) reporters.
- D. No reporter receiving the Realtime Qualification Bonus will have that bonus removed without cause.

Section 3      CAT Capability Certification

CAT capability certification 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 shall 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 impacts

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 shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

### 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.

## ARTICLE 31                      WORK SCHEDULES

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### Section 1              Work Schedule

This article is intended to describe the normal hours of work and shall 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 shall be eight hours. Regular hours per week shall be 40 hours. The normal workweek shall 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 after consultation with the appropriate Superior Court Supervising Judge or Management staff.

### Section 2              Call-Back Time

"Call-Back Time" is defined as the period when an employee is unexpectedly ordered by the Executive Officer/Clerk or designated representative to return to work following the termination of his/her normal work shift and departure from his/her work location. The employee shall 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 he/she has worked 40 hours in that workweek or whether the employee worked four (4) hours after being called back.

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

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result

of the initial call-back, he/she will not accrue any additional compensatory time until he/she has worked four (4) hours.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled workday and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be 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. Court 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 32              STEWARDS

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### Section 1

Management recognizes that the Union stewards are the official on-site representatives of the Union. However, should it become necessary and with the approval of Human Resources/Labor Relations, a shop steward may represent employees across facilities, from one court house to another within the same court district. The Court further acknowledges that no steward shall be discriminated against as defined in Article 6- Non-Discrimination of this MOU. Grievances filed under this section shall 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 shall perform the responsibilities of their positions, including but not limited to, the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, informal meetings with management, labor management meetings, new employee orientation, negotiations, and shop steward trainings. Every calendar year the Union shall give to Human Resources Administration/Labor Relations and the Location Manager a list of employees from his/her location that have been selected as stewards. This list shall be kept current by the Union and only those Stewards on the list shall be recognized as Stewards by the Court.

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, shall 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 his/her workstation at the time the request is made, the time limits for filing and/or processing a grievance shall 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 union steward in investigating, presenting, and resolving grievances and disputes.

Upon entering a work location, the steward shall inform the cognizant 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 shall 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 Union Steward shall be granted time to attend orientation meetings without loss of pay or benefits of any kind.

## ARTICLE 33            WORK ACCESS

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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 shall state the purpose of the visit and request from the Location Manager, or designated representative, authorization 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 shall give to the Executive Officer/Clerk or designated representative, a written list of all authorized representatives, which list shall 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 34 PERSONNEL SELECTION

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### Section 1 Examination

Court Reporter appointments shall 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.

It shall be the policy of this Court to conduct examinations periodically in cooperation with the Los Angeles County Court Reporters Association, when determined such is deemed necessary by the Executive Officer/Clerk.

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

### Section 2 Certification List

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

Candidates may be offered employment as a court reporter pro tempore at the discretion of Court management without regard to the candidate's individual order of placement on the certified list.

### Section 3 In-Service Training

- A. New hire 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 in writing as approved by Court management after discussion with LACCRA.
- B. Each designated training reporter shall receive one (1) administrative leave day for every four (4) days of one-on-one in-service in-court training provided both on and off the record. Court management shall keep track of the Court Reporters

who provide in-service/in-court training.

Section 4      New Employee Orientation

At a mutually agreeable time during new hire in-service training the Union steward may participate in new hire orientation for the sole purpose of providing new court reporter employees information regarding union and LACCRA membership.

ARTICLE 35                  EMPLOYMENT STATUS

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Section 1      Official Court Reporters

Initial salary step placement for reporters appointed to Official "A" item employment status shall be at Step 3 of the prevailing salary schedule. Reporters on "A" item status shall be on a seven step pay plan and shall receive annual step advancement; except when a rating of substandard performance is issued and a Plan for Improvement is implemented, no salary step advance shall be granted to the affected reporter until a competent or better rating is given.

For purposes of initial salary step placement following appointment to "A" item status, Pro Tempore and job sharing reporters shall receive experience credit at the rate of one (1) month for each twenty (20) days worked as a Court Reporter in any Municipal, Superior or Federal Court within California.

Section 2      Realtime Court Reporters

- A) For purposes of determining eligibility for the Realtime Certification Allowance, Realtime capability shall be defined as Realtime certification by NCRA or any other organization mutually agreed upon by Court Management and the Joint Council.
- B) For purposes of determining eligibility for the Realtime Qualification Bonus, Realtime qualification shall be defined as:
  - 1. Completion of an Affidavit attesting that the reporter has provided Realtime text to a bench officer for at least 60 days within the previous 12 months in a courtroom setting and that the Realtime text so provided is compatible with litigation support software; OR
  - 2. Eligibility for the Realtime Certification Allowance as set forth in paragraph A of this Section; AND
  - 3. Signing of a Realtime Qualification Bonus Agreement, which states their willingness to provide Realtime services to bench officers upon request.

4. Reporters whose Realtime Qualification Bonus has been converted from a 5.5% bonus to a part of the regular salary received for their position are expected to provide Realtime services to bench officers upon request.
  - a. If a reporter requests to be relieved of the responsibility of providing Realtime services, they will complete all necessary paperwork to effectuate a reduction in pay of 5.5%.
  - b. If a reporter whose pay was reduced voluntarily pursuant to paragraph 4a above wishes to receive the Realtime Qualification Bonus, the reporter would have to requalify for the Bonus and sign all the necessary paperwork.
  - c. If Management determines that a reporter is unable or unwilling to provide such services, absent a compelling reason there for, it will initiate disciplinary proceedings pursuant to the Court's Discipline and Discharge Policy.

A reporter whose pay is reduced pursuant to Realtime services-related discipline is ineligible for a Realtime Qualification Bonus for a period of one year from the date the discipline is imposed. Thereafter, the reporter would have to requalify for the Bonus and sign all the necessary paperwork.

### Section 3      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 shall be returned to "A" item status.

### Section 4      Pro Tempore As-Needed Reporters

- (A) "Court Reporter pro tempore" status is defined as a court reporter employed in other than regular employment status, excluding job sharing reporters.

Effective August 1, 1997, salary step placement for reporters appointed to Pro Tempore "C" item status shall be at Step 5 of the prevailing salary schedule.

- (B) Individuals hired as a court reporter pro tempore:

1. Will not exceed 2% of the full-time equivalent (FTE) reporters employed by the Court.



2. Shall be afforded no more than 52 days of work from January 1 through June 30 and no more than 52 days of work from July 1 through December 31 of each year.
3. May be delegated work assignments without regard to individual seniority or placement on the 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 shall remain on the certification list from which they were hired and will be considered for regular employment vacancies.

(C) Court Reporters Pro Tempore Hired Prior to November 2002

1. May continue to be used by the Court on an as needed basis, without regard to seniority or service start date.
2. 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.
3. Shall be offered in writing an opportunity to request appointment to regular employment. Written requests shall be considered in the chronological order they are received by Court Reporter Services and shall receive priority over the next certification list that results from the court reporter employment test scheduled for March 12 and 13, 2004.

Section 5      Job Share Reporters

Job share reporters on "P" through "Z" item status, as referenced in Article 39, Job Sharing, shall 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 6      Reinstated Retirees

Reinstated retirees will be paid on a daily as needed "C" item and receive step placement based on the step achieved at the time of retirement.

ARTICLE 36                      COURT REPORTER ASSIGNMENTS

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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 the Court Reporter Services office for Court Reporter assignments and shall be provided information about the try out process whenever they have a court reporter vacancy.

A. Filling Vacancies

1. While the try-out list is being created, Court Reporter Services will assign the most senior Court Reporter requesting to work in the district or court facility unless previously rejected by the Judicial Officer.
2. An open assignment will be distributed via the voice mail system on the first Friday the assignment is open. The next week, Court Reporters will call to be placed on the try-out list. The open assignment will be distributed on the next Friday for the second time on the voice mail system. At 3:00 p.m. on the Friday of the second week, if there is a Court Reporter on the try-out list, the try-out list will close. Those Court Reporters on the try-out list will then be assigned in order of seniority. Any additional Court Reporters who request to be placed on the try-out list after the second week 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, Court Reporter Services Management or the Judicial Officer. The duration of a try out may be extended by Court Reporter Services Management or the Judicial Officer.
4. Prior to the expiration of the try-out list, Court Reporter Services 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 he/she has selected a Court Reporter, the try-outs will cease. If the Judicial Officer indicates that he/she wishes further try-outs, the opening will be added to the voice mail list immediately.
5. The process described in this Article will be followed unless the Judicial Officer selects a specific court reporter, elects not to have tryouts 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, the affected Court Reporter(s) will be notified by Court Reporter Services Management as to the reason for denial of the opportunity.

B. Assignment Criteria

Court Reporter assignments made by management shall be made on the basis of seniority in court service and demonstrated competency in court reporting as determined by Court Management. Demonstrated competency shall include

timely production of appellate transcripts by statutory and Court-ordered deadlines.

If a Judicial Officer, upon assuming the bench or prior to losing his/her regularly-assigned Court Reporter, has indicated to Court Reporter Services a directive to not have a particular Court Reporter assigned, that reporter will not be afforded the opportunity to try out for that Judicial Officer.

C. Notice of Court Reporter Assignment Process

Court Management agrees to forward a copy of a mutually acceptable letter to all Judicial Officers, all Court Reporters and Administrators prior to October 1 of each year advising them of the terms of this Article.

D. Assignment Solicitation Prohibited

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

E. Realtime Certified Court Reporters

Upon request by a Judicial Officer for a reporter who provides Realtime reporting, preference in assignments shall be given to Reporters who are Realtime certified/qualification as described in Article 36, Employment Status, Section 2, Realtime Court Reporters.

F. Two Reporter Courtrooms

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

G. 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.

H. 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.

## Section 2      Relief As-Needed Assignments

Priority in relief as-needed assignments shall 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, Court Management shall do the following by 4:00 p.m. of each business day:

1. Project the next day's staffing needs;
2. 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 shall be compensated at the full day per diem rate.

Nothing in the above requirement shall prohibit Management from amending a daily assignment when circumstances require.

## Section 3      Assignment of New Hires

Effective January 1, 2006, and retroactive to date of hire, newly-hired reporters shall not be regularly assigned to a Judicial Officer until they have worked 110 days, so that within the first six months of employment all new hires shall be rotated through the various areas of litigation, in a minimum of four types of departments of the Court, to facilitate a well-rounded experience. A newly-hired Court Reporter who has worked fewer than 110 days, but no fewer than 60 days, may be regularly assigned 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 a period of four (4) weeks.

## Section 4      Request for Assignment

In June of each year, Court Reporter Services will provide each Court Reporter a Court Request for Assignment Form. Court Reporters will indicate the districts or courthouses to which they seek to be assigned. Court Reporter Services will retain the assignment requests for one (1) year from date received 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 37                      JOB SHARING

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1.        The Court shall identify positions which shall 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 shall 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 ½ time monthly basis will be designated as monthly permanent ½ 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 his/her job sharing partner, he/she shall 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 shall return to their employment status held immediately prior to job sharing.
9.        Prior to implementation of any layoff, job sharers shall be offered the opportunity to return to their status held immediately prior to job sharing.

ARTICLE 38                      OFFICE SPACE AND SUPPLIES

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Except as prohibited by law, the Court shall provide supplies to Court Reporters 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 office space to work in for reporters and adequate materials necessary to perform duties for all employees covered by this Memorandum of Understanding.

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ARTICLE 39            IDENTIFICATION CARDS/EMPLOYMENT WORK ACCESS

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Section 1            Identification Cards

All Court Reporters shall 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.

Section 3            Elevators

Court management will provide access for Court Reporter use of 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 to identify reasonable accommodations.

Section 5            Courthouse Security and Court Reporter After-Hours Access

Court Management shall provide unit members access to work locations pursuant to the following:

It is the mandate of the Los Angeles Superior Court to initiate heightened security procedures in order to protect the public and all courthouse workers. In pursuit of that goal, the Court's preference would be to have all individuals entering courthouse locations pass through the security metal detector devices at all times. Additionally, the Court will not be allowing unlimited 24-hour access seven days a week to anybody with

the exception of Bench Officers, District and Location Managers and specified security personnel. However, the Court is aware of the special needs of Court Reporters with reference to after-hour access. Therefore, the following procedures will apply.

Note: The following procedures do not apply to courthouses that have round the clock security.

#### **Regular Access**

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

#### **Anticipated Extended Access**

- If a Court Reporter anticipates a need to gain access after 8:00 p.m. at night and before 6:00 a.m. the following morning Monday through Friday, or a need to gain courthouse access over the weekend they may contact the Judicial Secretary either the afternoon of their anticipated need or Friday afternoons with reference to weekend access and an after-hours access card will be issued to them. A Court Reporter's representation of a need will be sufficient. The key card would need to be returned the first court day following usage.

Note: If the Judicial Secretary is not available please contact the on-site manager. An additional note: 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 Judicial Secretary and make arrangements to have another individual retrieve a card for them.

#### **Unanticipated Extended Access**

- If a Court Reporter requires after-hours courthouse access that was unanticipated they may go to the nearest designated location where they may obtain a card after showing proper employee identification and signing for the card. This will also require the reporter to leave a phone number where they may be reached in the courthouse, if necessary. Upon completion of the unanticipated task the reporter must return the card to the designated location and sign out.

#### **Guidelines**

- It will be necessary for all reporters to not only scan the card upon entry in order to gain after-hours access but it is mandatory for reporters to scan the card upon exiting so that security personnel will know who is and is not remaining in the building if an emergency arises.
- After-hours access is meant to be limited to the individual Court Reporter and not intended for other individuals, be they family members or friends. For

example, it is not acceptable to bring children into the courthouse nights and weekends as this poses a security problem. 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 40                    COMPUTER EQUIPMENT

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

#### ARTICLE 41                    VACATION SCHEDULES

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Scheduling of vacations shall be in order of seniority by court location for those vacation requests submitted between October 15 and December 15 of each year for the succeeding twelve-month period covering January 1 through December 31. 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 he/she is assigned.

Requests for vacation submitted after December 15 will be scheduled on the basis of request date and staffing availability. The Court Reporter will be notified of the decision within a two-week period from the time received in the Court Reporter Assignment Office.

If placed on a waiting list for vacation, Court Reporters shall be advised of their placement and order on the waiting list upon disapproval of the request.

Deviation from the normal vacation scheduling procedure will be made at the discretion of Court Management for emergencies.

#### ARTICLE 42                    VACATION CARRYOVER

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##### 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 or his/her designee.

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

### Section 2

The Executive Officer/Clerk or designee shall have 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 shall not be subject to the forty-two (42) day limit.

## ARTICLE 43                    CONTINUING EDUCATION

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### Section 1

A Court Reporters' Continuing Education Fund of \$25,000 per year shall be maintained for reimbursement for LACCRA, NCRA and/or other Court- approved continuing education training seminars.

A Court Reporter enrolled in an approved training seminar shall receive reimbursement for the registration of such seminar on a first-come first-served basis, not to exceed \$250, as long as continuing education funding exists. Reimbursement must be requested in writing within 30 days of attendance and must be accompanied by proof of attendance.

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 Executive Director and the LACCRA President (or other designated LACCRA Board Member) shall upon request be granted the use of accrued vacation time off each year exclusive of the vacation matrix to attend the conventions of the California Court 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 LACCRA and, upon request by LACCRA, will meet and confer about the effect of those changes on Court Reporters.

Within the term of this MOU, Management will compile a manual describing the duties and procedures of Official Court Reporters at the Court. Upon conclusion of the meet and confer process, if any, Management will distribute the manual to all Court Reporters.

### ARTICLE 44                      CONSULTATION ON RULES

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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 shall 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 shall consult with the Union concerning 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 shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of the rule, policy or procedure.

Nothing contained herein shall 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 shall 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 shall be required to meet and confer in good faith with respect to that impact.

ARTICLE 45                    RIGHTS OF UNIT

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At the written request of Local 721, Court management may approve time off with pay for one (1) employee (additional employees may be approved by mutual agreement of the parties) in this 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 shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing the aforementioned activities allowed under this Article.

ARTICLE 46                    COURTROOM REPORTING CONDITIONS

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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 he/she is fatigued and needs a break. Management will provide Judicial Officers information about the importance of providing Court Reporter breaks.

ARTICLE 47                    ACCESS TO COURTNET

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

ARTICLE 48                    ACCESS TO INTERNET

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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.

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ARTICLE 49 LOCAL RULES OF COURT

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Management will provide LACCRA 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 LACCRA on provisions LACCRA believes directly impact court reporters.

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.



Rose Nava, President  
SEIU Local 721, LACCRA  
Joint Council



SEIU Local 721, LACCRA  
Joint Council



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

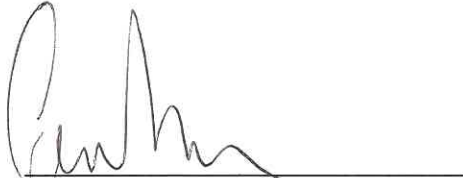



Superior Court of California,  
County of Los Angeles

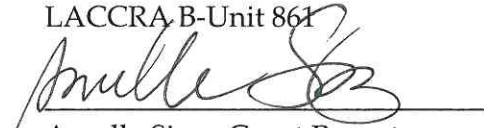
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the Memorandum of Understanding the day, month and year first above written.


LOS ANGELES COUNTY  
EMPLOYEES ASSOCIATION  
SEIU LOCAL 721

BY

  
Corrine Mposi, Director  
Special Districts, Local 721  
LOCAL 721 REPRESENTATIVE


  
Rose Nava, President  
LACCRA B-Unit 861


  
Arnella Sims, Court Reporter  
B-Unit 861

  
Earl Thompson  
Special Districts, Local 721

SUPERIOR COURT OF  
CALIFORNIA, COUNTY  
OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

  
SHERRI R. CARTER  
Executive Officer/Clerk

  
Ivette Peña, Court Counsel  
Chief Spokesperson

  
Michael Lampert, Deputy Director  
Labor, Equity & Performance Unit



# **Superior Court of California, County of Los Angeles**

**Los Angeles Superior Court Reporters Employee Representation Unit 861**

**June 30, 2014, through July 1, 2016**



**SEIU Local 721**

**1545 Wilshire Blvd Ste 100**

**Los Angeles CA 90017-4510**

**Questions? Call the Member Connection (877) 721-4YOU**

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