

**Master Labor Agreement (MLA) - Appendix 22
 Agreement Between King County
 And
 Professional and Technical Employees, Local 17
 Court Reporters - Superior Court
 [050]**

AGREEMENT ON WAGES AND WAGE RELATED BENEFITS

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MEMORANDUM OF AGREEMENT: REIMBURSEMENT FOR REAL TIME EXPENSES

1 **PROFESSIONAL AND TECHNICAL EMPLOYEES**
2 **LOCAL 17 - COURT REPORTERS**
3 **AND**
4 **KING COUNTY**

5
6
7 **PREAMBLE**

8 These Articles Constitute an Agreement, terms of which have been negotiated in good faith,
9 between King County and P.T.E., Local 17. This agreement shall be subject to approval by
10 Ordinance of the King County Council. This agreement was entered into for the purpose of setting
11 forth the mutual understandings of the parties regarding wages and related matters that are within the
12 legal jurisdiction of King County.

13 [For parallel provision, see “agreement between P.T.E., Local 17 (Representing employees of
14 the Superior Court) and King County Superior Court” (hereinafter “Superior Court Agreement” at
15 Preamble, p. 1.) If the parties discover a clerical oversight or a misunderstanding arises due to the
16 Master Labor Agreement (“MLA”), the parties agree to first meet and discuss the issue prior to filing
17 any grievances or complaints.

18 **ARTICLE 1: PURPOSE**

19 The intent and purpose of this Agreement is to promote the continued improvement of the
20 relationship between King County and its employees and to set forth the mutual understandings of the
21 parties with respect to wages and matters directly related to the wages of Court Reporters in Superior
22 Court. Each of the provisions in this agreement (i.e., E.E.O. Article 4, Hours of Work Article 5, etc.)
23 are included only so far as they may apply to wages. Non-wage aspects of such provisions are not
24 within the legal authority of King County to negotiate and are not covered by the terms of this
25 agreement.

26 [For parallel provision, see Superior Court Agreement at art. 1 at p. 2.]

27 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

28 **Section 1.** The County recognizes Professional and Technical Employees, Local 17, as the

1 exclusive bargaining representative relative to wages and directly related negotiable matters only for
2 those employees working regular full-time or regular part-time in the classification of Court Reporter
3 in King County Superior Court. Matters within the control or within the legal jurisdiction of the
4 Superior Court are not covered by this Agreement.

5 It shall be a condition of employment that all employees covered by this agreement who are
6 members of the Union in good standing on the effective date of this agreement shall remain members
7 in good standing or pay an agency fee to the Union to the extent permitted by law and those who are
8 not members on the effective date of this agreement shall, on the thirtieth day following the effective
9 date of this agreement, become and remain members in good standing in the Union, or pay an agency
10 fee to the Union to the extent permitted by law. It shall also be a condition of employment that all
11 employees covered by this agreement and hired or assigned into the bargaining unit on or after its
12 effective date shall, on the thirtieth day following the beginning of such employment, become and
13 remain members in good standing in the Union, or pay an agency fee to the Union to the extent
14 permitted by law.

15 Provided, however, that nothing contained in this section shall require an employee to join
16 said Union who can substantiate, in accordance with applicable law, bona fide religious tenets or
17 teachings that prohibit the payment of dues or initiation fees to Union organizations. Such employee
18 shall pay an amount of money equivalent to regular union dues and initiation fee; said amounts shall
19 be paid to a non-religious charity or to another charitable organization mutually agreed upon by the
20 employee affected and the bargaining representative to which such public employee would otherwise
21 pay the dues and initiation fee.

22 **Section 2.** Upon receipt of written authorization individually signed by a bargaining unit
23 employee, the County shall have deducted from the pay of such employee the amount of dues as
24 certified by the Secretary-Treasurer of the signatory organization.

25 **Section 3.** The signatory organization will indemnify, defend, and hold the County harmless
26 against any claims made against any suit instituted against the County on account of action taken or
27 not taken by the County relative to any check-off of dues for the signatory organization. The
28 signatory organization agrees to refund to the County any amounts paid to it in error on account of

1 the check-off provision upon presentation or proper evidence thereof.

2 [For parallel provision, see Superior Court Agreement at art. 2 at p. 3.]

3 **ARTICLE 3: RIGHTS OF MANAGEMENT**

4 The management of the King County Superior Court and the direction of the work force is
5 vested exclusively in King County Superior Court.

6 The Union acknowledges the right of the County to define and implement a new payroll
7 system, including but not limited to a biweekly payroll system. Implementation of such system may
8 include a conversion of wages and leave benefits into hourly amounts. The parties recognize King
9 County's exclusive right to make the changes necessary to implement such payroll system. The
10 County agrees to negotiate the effects of such change in the event the change in the payroll process
11 does not include a transition option for employees.

12 [For parallel provision, see Superior Court Agreement at art. 3 at p. 5.]

13 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

14 The County or the Union shall not unlawfully discriminate against any individual with respect
15 to compensation, terms, conditions, or privileges of employment as contained in this agreement
16 because of race, color, religion, sexual orientation, marital status, national origin, age, sex, or any
17 sensory, mental or physical disability. Only actions that constitute unlawful discrimination under
18 applicable statutes, regulations or case precedent shall constitute a violation of this provision.
19 Reasonable accommodations for qualified individuals with disabilities under the Americans with
20 Disabilities Act (ADA) and applicable state law, shall be implemented on a case-by-case basis, for an
21 individual employee and shall not establish a precedent or modify the terms of this Agreement.

22 This provision does not authorize King County to unilaterally implement a job
23 accommodation which reduces benefits or rights granted by this Agreement to other employees,
24 without first discussing such accommodation with the Union.

25 [For parallel provision, see Superior Court Agreement at art. 4 at p. 6.]

26 **ARTICLE 5: HOURS OF WORK**

27 **Section 1. Standard Work Week:** The standard work week consists of thirty-five (35)
28 hours over five (5) consecutive days, with the work day beginning at 8:30 a.m. and ending at 4:30

1 p.m., Monday through Friday, inclusive of a one hour unpaid lunch period. Each Court Reporter
2 reports all sessions of the Superior Court as directed by the judge presiding. The hours of work, and
3 authority to change such, of Superior Court Reporters, are vested solely within the authority of the
4 Superior Court.

5 **Section 2. Schedule Adjustment and Overtime:** Employees who work up to five minutes
6 or more outside of the scheduled work hours set forth in Section 1 above may receive a schedule
7 adjustment at straight time. Schedule adjustments will be reported to the nearest five minutes.
8 Employees required to work more than 35 but less than 40 hours in a work week earn compensatory
9 hours at the straight-time rate for the hours between 35 and 40. Employees required to work beyond
10 forty (40) hours in a week will be paid overtime and/or receive compensatory time at the rate of time
11 and one-half (1-1/2) their regular rate of pay, consistent with applicable law.

12 [For parallel provision, see Superior Court Agreement at art. 5 at p. 7.]

13 **ARTICLE 6: WAGE RATES**

14 **Section 1. Salary Range:** The wage rate for Court Reporters shall be Range 62 of the King
15 County 10-Step Hourly Squared Schedule.

16 **Section 2. Step Progression:** Newly hired reporters will be placed at Step 1 of the range or
17 at a higher step in accordance with applicable personnel guidelines. Upon successful completion of
18 the probationary period, employees will advance one step in the range. Thereafter, each Court
19 Reporter will advance one step in the range, up to Step 10, on January 1 of each year upon receiving
20 a satisfactory/fully successful or greater performance in all categories in both the judicial and Court
21 Operations evaluations since the last step increase.

22 **Section 3. General Wage Increases (GWI):** The GWI for 2017 and 2018 is as provided
23 under the Memorandum of Agreement addressing "Total Compensation" Coalition Bargaining 2017-
24 2018 Budget.

25 **Section 4. Regular Part Time Employees:** Regular part time employees will receive pay on
26 a prorated basis.

27 **Section 5. Real time Reporting:** Court reporters will receive a 5% wage premium for
28 delivering Real time reporting if s/he is certified through a courthouse test to be developed and

1 administered by the Superior Court. A Court Reporter will receive a 7.5% wage premium for
2 delivering Real time reporting if s/he has earned the national certification for Real time reporting
3 (CRR).

4 **Section 6. CART Premium:** Reporters will be eligible to accept and be assigned CART
5 premium pay of \$200 per day after attainment of the national CART certificate. Assignments for less
6 than a half day will be compensated at \$100. Assignment will be on a rotational basis allowing all
7 CART-certified reporters an equal opportunity for assignment with the right of refusal. Exercising
8 the right of refusal will place that reporter at the bottom of the list for future assignments. One
9 assignment equals the duration of a trial, unless otherwise agreed upon.

10 **ARTICLE 7: INSURED BENEFITS, HRA, AND VEBA**

11 **Section 1.** Insured health benefits will be provided pursuant to MLA Article 25.

12 **ARTICLE 8: VACATION LEAVES**

13 **Section 1.** Leave eligible employees shall be granted vacation with pay pursuant to the MLA
14 Article 9 and MLA Article 35, and as provided below.

15 **Section 2.** Court Reporters with hire dates prior to January 1, 2007 will receive four (4)
16 judicial conference leave days for each calendar year of the agreement. The judicial conference leave
17 days may only be used on regular work days during the spring and autumn judicial conferences.
18 Court Reporters who do not use all of their judicial conference leave days during that calendar year
19 will not be allowed to carry over into the next year any leave days not taken.

20 **ARTICLE 9: SICK LEAVE AND BEREAVEMENT LEAVE**

21 **Section 1.** Leave eligible employees shall accrue and use sick leave pursuant to MLA Article
22 34. Bereavement benefits shall be provided pursuant to the MLA Article 8.

23 [For parallel provision, see Superior Court Agreement at art. 7 at p. 10.]

24 **ARTICLE 10: JURY DUTY**

25 **Section 1.** On proof of jury service, an employee shall be granted a leave of absence with pay
26 pursuant to the MLA Article 5.

27 [For parallel provision, see Superior Court Agreement at art. 9 at p. 12.]

1 **ARTICLE 11: GRIEVANCE PROCEDURE**

2 Grievances specific to this CBA shall be administered pursuant to the terms set forth in the
3 MLA Article 26.

4 [For parallel provision, see Superior Court Agreement at art. 10 at p. 13.]

5 **ARTICLE 12: EMPLOYEE RIGHTS**

6 Up to three (3) Union Stewards representing the Union's interest during contract negotiations
7 are authorized to meet with County management during working hours without loss of pay.

8 [For parallel provision, see Superior Court Agreement at art. 11 at p. 16.]

9 **ARTICLE 13: HOLIDAYS**

10 **Section 1.** All employees shall be granted the following holidays, with pay pursuant to the
11 MLA Article 10.

12 **ARTICLE 14: SAVINGS CLAUSE**

13 The parties agree the Savings Clause shall be pursuant to the MLA Article 30.

14 [For parallel provision, see Superior Court Agreement at art. 13 at p. 22.]

15 **ARTICLE 15: WAIVER AND COMPLETE AGREEMENT**

16 The parties acknowledge that during the negotiations resulting in this Agreement each had the
17 unlimited right and opportunity to make demands and proposals with respect to any and all subjects
18 or matters not removed by law from the area of collective bargaining and understandings and
19 agreements arrived at by the parties after exercise of that right and opportunity are set forth in this
20 Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right and
21 each agrees that the other shall not be obligated to bargain collectively with respect to any subject or
22 matter not specifically referred to or covered in this Agreement, even though such subject or matter
23 may not have been within the knowledge or contemplation of either or both of the parties at the time
24 they negotiated or signed this Agreement. All rights and duties of both parties are specifically
25 expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the
26 entire agreement between the parties and concludes collective bargaining for its terms, subject only to
27 a desire by both parties to mutually agree to amend or supplement at any time, and except for
28 negotiations over a successor collective bargaining agreement. Nothing in this Article is intended to

1 waive or reduce the weight given under the law to established past practices in the interpretation of
2 the terms of the Agreement.

3 [For parallel provision, see Superior Court Agreement at art. 15 at p. 24.]

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ARTICLE 16: DURATION

Section 1. The duration of this Agreement shall be set forth in MLA Article 31.

APPROVED this 14 day of MARCH, 2018.

By: 
King County Executive

For Professional and Technical
Employees, Local 17:


Denise Cobden
Interim Executive Director
PTE, Local 17


Lorelei Walker, Union Representative
PTE, Local 17


Marci Chatelain
Member, Negotiating Team

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES
LOCAL 17 - COURT REPORTERS**

REGARDING REIMBURSEMENT FOR REAL TIME EXPENSES

Background:

King County and the Professional and Technical Employees, Local 17 have bargained in good faith regarding the reimbursement for expenses related to real time reporting.

At this time, not all court reporters provide real time services. Court reporters incur significant personal expense in becoming real time certified, providing real time services, and maintaining their capacity to provide real time services. The purpose of this Agreement is to assist court reporters with the expenses incurred in becoming real time certified, maintaining their capacity, and continuing to provide real time services.

Agreement:

The County and the Union agree as follows:

1. The County will reimburse employees for expenditures related to real time reporting capabilities up to the following annual reimbursement amounts:

- a. 2018: \$1600.00 (inclusive of expenditures in 2017 & 2018)
- b. 2019: \$800.00
- c. 2020: \$800.00

2. The annual reimbursement allotment or any portion thereof may not be carried over into the subsequent year.

3. Upon request, the County will reimburse employees for expenses incurred in acquiring and maintaining real time capabilities including: testing and skill development; software and hardware; and continuing education.

4. Examples of reimbursable real time expenses may include (but are not limited to) the following items:

a. Registration fees for training or classes to prepare for the national or court sponsored real time tests/certifications or to maintain certification. The training must have prior endorsement by the National Court Reporters Association.

b. Maintenance and technical support costs for computer hardware and software used to provide real time reporting.

c. Computer hardware, software, peripherals and associated equipment used for the purpose of providing real time reporting such as steno machines, notebook computers and monitors, and CART/real time software.

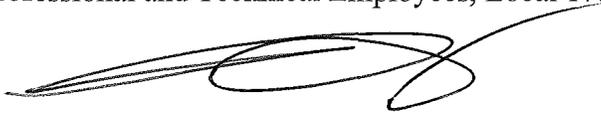
5. Requests for reimbursement for 2017 and 2018 must be submitted by December 31, 2018. Requests for reimbursement for 2019 must be submitted by December 31, 2019. Requests for reimbursement for 2020 must be submitted by December 31, 2020.

6. Employees who are requesting real time reimbursement, who are not real time certified (in-house or nationally) must, in good faith, take the in-house or national test in the year they are requesting the reimbursement.

7. Requests for reimbursements are subject to the approval of Court Operations and must include receipts verifying the purchase and price of the reimbursable expenses.

8. This agreement shall become effective immediately upon complete execution of the agreement by all parties.

For Professional and Technical Employees, Local 17:



Lorelei Walker
Union Representative

2/5/18

Date

For King County:



Andre Chevalier
Labor Relations Negotiator
Office of Labor Relations
King County Executive Office

2/8/18

Date