

**AGREEMENT BETWEEN
 KING COUNTY SUPERIOR COURT
 AND
 PROFESSIONAL AND TECHNICAL EMPLOYEES
 LOCAL 17 - COURT REPORTERS
 TABLE OF CONTENTS**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

PREAMBLE 1

ARTICLE 1: PURPOSE AND LABOR MANAGEMENT COMMITTEE 2

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 4

ARTICLE 3: RIGHTS OF MANAGEMENT 6

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY 7

ARTICLE 5: HOURS OF WORK 8

ARTICLE 6: LEAVE 9

ARTICLE 7: SICK LEAVE 10

ARTICLE 8: LEAVE OF ABSENCE WITHOUT PAY 11

ARTICLE 9: JURY DUTY 12

ARTICLE 10: GRIEVANCE PROCEDURE 13

ARTICLE 11: EMPLOYEE RIGHTS 15

ARTICLE 12: EMPLOYMENT CONDITIONS 17

ARTICLE 13: LOCATION & WORK ASSIGNMENT 19

ARTICLE 14: SAVINGS CLAUSE 26

ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION 27

ARTICLE 16: WAIVER AND COMPLETE AGREEMENT 28

ARTICLE 17. REDUCTION IN FORCE/SENIORITY/LAYOFF/RE-HIRE 29

ARTICLE 18 JOB SHARING 30

ARTICLE 19: DURATION 31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

AGREEMENT BETWEEN
KING COUNTY SUPERIOR COURT
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES
LOCAL 17 - COURT REPORTERS

PREAMBLE

These Articles constitute an Agreement, the terms of which have been negotiated in good faith, between the King County Superior Court (hereinafter “Court”) and P.T.E., Local 17 (hereinafter “Union”). This Agreement shall be subject to approval by the Presiding Judge of the Court. This Agreement has been entered into for the purpose of setting forth the mutual understandings of the parties regarding non-wage related matters.

1 **ARTICLE 1: PURPOSE AND LABOR MANAGEMENT COMMITTEE**

2
3 **Section 1.** *Purpose:* The intent and purpose of this Agreement is to promote the
4 continued improvement of the relationship between the Court and its employees and to set forth
5 the mutual understandings of the parties with respect to the hours and working conditions of
6 employees covered by this agreement.

7
8 This Agreement sets forth the entire agreement of the parties on hours and working
9 conditions only. Wage-related matters are covered in a separate but parallel agreement between
10 King County and the Union.

11 **Section 2.** *Labor Management Committee:*

12 **A.** The parties agree to establish a Joint Labor-Management Committee (JLMC) which
13 shall be authorized, consistent with applicable laws and the terms of this Agreement to discuss
14 and resolve issues affecting Labor and/or Management.

15 **B.** The role of the JLMC is to oversee the tasks called for in this Agreement and to
16 provide the necessary coordination on matters involving the following principles:

- 17
- 18 • To deal jointly with issues
 - 19 • To maintain and improve labor-management relations and communications
 - 20 • To establish commitment, mutual trust, and mutual respect
 - 21 • To help identify and solve problems
 - 22 • As a forum to exchange information
 - 23 • To promote the highest degree of efficiency and responsibility in performance
24 of the work and the accomplishment of the public purpose of the Court

25 **C.** The JLMC will meet at least quarterly unless the parties agree to change the schedule.
26 The parties will develop its charter, ground rules and other processes and procedures necessary
27 for conducting JLMC meetings.

28 **D.** The parties agree that the JLMC will be composed of representatives of the Court and
29 the Union. Other parties may be invited to participate as appropriate.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

E. The JLMC does not waive or diminish management rights and does not waive or diminish Union rights of grievance or bargaining. The parties recognize that the JLMC may not be able to resolve every issue.

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

2 **Section 1.** The Court recognizes the International Federation of Professional and
3 Technical Employees, Local 17, AFL-CIO, as the exclusive bargaining representative for those
4 employees working regular full-time or regular part-time in the classification of Court Reporter
5 in the Court. Recognition of the exclusive bargaining representative and the provisions of this
6 Agreement shall apply for all employees in the Court Reporter classification regardless of the
7 assigned work location.

8 **Section 2.** The Court will not aid, promote or finance any labor group or organization
9 purporting to engage in collective bargaining or make any agreement with any such group or
10 organization which could violate any rights of the Union under this contract.

11 **Section 3.** It shall be a condition of employment that, within 30 days of the effective date
12 of this Agreement, all employees covered by this Agreement shall become and remain members
13 in good standing in the Union or pay an agency fee to the Union in lieu of membership. It shall
14 also be a condition of employment that all employees covered by this Agreement and hired or
15 assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day
16 following the beginning of such employment, become and remain members in good standing in
17 the Union or pay an agency fee in lieu of membership.

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

24 **Section 4.** Failure by employees to abide by the provisions of Section 3 above shall
25 constitute cause for discharge of such employees; provided that when an employee fails to fulfill
26 the above obligations, the Union shall provide the employee and the Court with thirty (30) days
27 notification of the Union’s intent to initiate discharge action and during this period, the employee
28 may make restitution in the amount which is overdue. If the employee does not comply with the
29 obligations in Section 3 above within the thirty day period, the Court shall discharge the

1 employee. The Union agrees to indemnify and hold the Court harmless from any and all
2 liabilities resulting from the Court's discharge of any employee pursuant to this Article.

3 **Section 5.** It is expressly understood that the issue of electronic recording and the
4 operation of the electronic recording equipment is not a part of this Agreement, whether such
5 equipment is used in Juvenile Court, Mental Illness hearings or other Superior Court activities.
6 Judicial officers may not permit freelance court reporter services for use as the official record in
7 any in-court or chambers proceedings. The official record shall be created only through the use
8 of court sanctioned technology or Court reporters employed by the Superior Court.

9 **Section 6.** The Court will transmit to the Union, twice a year, upon written request, a
10 current listing of all regular full-time and part-time court reporters. Such list shall indicate the
11 name of the employee, position status, and job classification.

12 **Section 7.** The Court will require all new employees, hired in a position in the bargaining
13 unit, to sign a form which will inform them of the Union's exclusive recognition. One copy of
14 the form is to be retained by the Court, one by the employee, and the original sent to the Union.

15 **Section 8.** The Court agrees not to contract out the work normally performed by
16 members of the bargaining unit if the contracting out of such work eliminates or reduces the
17 normal workload of the bargaining unit. Prior to any contracting out or in case of an emergency,
18 as soon as practicable the Court agrees to inform the Union of its intent and the Union shall have
19 the opportunity to discuss the matter.
20

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 Except as otherwise specifically provided for in this Agreement, the right to manage the
3 operation of the Court and to direct its work force is vested exclusively in the Court. Nothing in
4 this clause shall be read as a waiver of the Court’s obligation to negotiate with the Union over
5 mandatory subjects of bargaining.

6 Management rights include, but are not limited to, the following rights:

7 The Court shall have the right to determine its missions, budget, workforce structure and number
8 of employees; discipline and discharge temporary employees; demote, discipline and discharge
9 regular employees for just cause; the right to lay off employees for lack of work or funds, for
10 the occurrence of conditions beyond the control of the Court, or when such continuation of
11 work would be inefficient and/or unproductive. The Court shall further have the right to hire,
12 appoint, promote, train, transfer, assign and direct the workforce; determine work locations and
13 assign employees to those locations; evaluate employee performance; contract out work;
14 develop and modify classification specifications, allocate positions to those classifications,
15 allocate employees to the positions; determine reasonable work shifts and schedules; schedule
16 overtime work; establish the methods and processes by which work is performed; determine
17 what technology is necessary and appropriate to perform the work; ~~and~~ establish reasonable
18 rules; and take whatever actions are necessary in emergencies as determined by the Court.

19 All matters not specifically and expressly covered or referenced by this Agreement shall
20 be administered for its duration by the Court in accordance with the Administrative Guidelines
21 for Personnel Management, or in accordance with such policy or procedures as from time to time
22 may be determined.
23
24
25
26
27
28
29

1 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

2 The Court or the Union shall not unlawfully discriminate against any individual with
3 respect to compensation, terms, conditions, or privileges of employment because of race, color,
4 religion, national origin, age, sex, marital status, sexual orientation or the presence of any
5 sensory, mental or physical handicap. Only actions that constitute unlawful discrimination
6 under applicable statutes, regulations or case precedent shall constitute a violation of this
7 provision. Reasonable accommodations for qualified individuals with disabilities under the
8 Americans With Disabilities Act (ADA) and under applicable Washington State law shall be
9 implemented on a case-by-case basis, for an individual employee, and shall not establish a
10 precedent or modify the terms of this Agreement. This provision does not authorize the Court to
11 unilaterally implement a job accommodation which reduces benefits or rights granted by this
12 Agreement to other Employees, without first discussing such accommodation with the Union.
13

1 **ARTICLE 5: HOURS OF WORK**

2 **Section 1.** The standard work week shall consist of five (5) consecutive days, with the
3 work day beginning at 8:30 a.m. and ending at 4:30 p.m., Monday through Friday, inclusive of
4 the one-hour, unpaid lunch period as defined in the Superior Court Administrative Guidelines for
5 Personnel Management. Employees shall be provided with a rest period of fifteen (15) minutes
6 after two (2) hours of in-court reporting. It is not the intent that rest periods be used in
7 conjunction with lunch breaks. Each court reporter shall report all sessions of the Superior Court
8 as directed by the judge presiding unless replaced by a volunteer pursuant to Section 5 of this
9 article.

10 **Section 2.** Employees who work five minutes or more outside the scheduled work hours
11 set forth in Section 1 above may receive a schedule adjustment at straight-time. Schedule
12 adjustments will be reported to the nearest five minutes on forms provided by the Court, and
13 approved by Court Operations.

14 **Section 3.** Employees required to work more than 35 but less than 40 hours in a work
15 week earn compensatory hours at the straight-time rate for the hours between 35 and 40.
16 Compensatory time so earned must be used by the end of the calendar year in which it is
17 accrued, unless the Director of Court Operations or designee authorizes a carryover. An
18 employee's compensatory time balance may not exceed 35 hours at any time without prior
19 approval of the Chief Administrative Officer.

20 **Section 4.** Employees required to work beyond 40 hours in a week will be paid overtime
21 at the rate of time and one-half their regular rate of pay for all hours beyond 40 in that week.

22 **Section 5.** An employee shall have the right of first refusal for work before 8:30 a.m., or
23 for work after 4:30 p.m. in the courtroom to which the employee is assigned. An employee
24 willing to volunteer must be available to replace the assigned court reporter by 4:15 p.m. If such
25 a volunteer cannot be identified by 4:15 p.m., the assigned court reporter shall report the entire
26 session if so required by the judge presiding.

1 **ARTICLE 6: LEAVE**

2 **Section 1. Vacation:**

3
4 Vacation schedules will be planned to ensure that judicial proceedings and Superior
5 Court operations are properly staffed at all times. The Court Operations Manager or designee
6 will consider all vacation requests on the basis of the needs of the Court, the date of the leave
7 request submission, available leave, and mandatory court coverage needs. Requests can be made
8 for the calendar year, up to 15 months in advance.

9 Employees will be advised within thirty (30) days of the initial annual vacation requests
10 for leaves of five or more consecutive days as to the approval or denial of the request. All other
11 requests will be granted or denied within a timely manner depending on the immediacy of the
12 pending requested leave.

13 **Section 2. Judicial Conference Leave:**

14 **A.** All eligible employees will receive four (4) judicial conference leave days for each
15 calendar year of the agreement through the bidding process as described in Section 2. B. and C.
16 below. The judicial conference leave days may only be used during judicial conference of the
17 same year.

18 **B.** Eligible employees will bid annually for both spring and fall judicial conference leave
19 days. The bidding will begin early in February and is a separate process from the vacation leave
20 bidding. The results of the bidding will ensure that there will be a sufficient number of
21 employees available each conference day to provide adequate coverage. Court Operations will
22 ensure an equitable distribution of leave days for each employee during both spring and fall
23 conference.

24 **C.** At the conclusion of the judicial conference leave bidding:

- 25 1. Employees may trade days with each other and submit the trades in writing for
26 approval to Court Operations;
27 2. Employees may request other leave for which they are eligible on the standard
28 Leave Request Form for approval by Court Operations.
29

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

ARTICLE 7: SICK LEAVE

Section 1. Superior Court management is responsible for the proper administration of the sick leave benefit. A doctor’s certificate verifying illness or inability to perform work may be required of an employee when the Court has cause to believe there has been excessive use or an abuse of sick leave.

1 **ARTICLE 8: LEAVE OF ABSENCE WITHOUT PAY**

2 **Section 1.** Section 2 is included for informational purposes regarding the policies of the
3 Court for unpaid leaves of absence granted solely at the discretion of the Court, and is not subject
4 to the grievance procedure.

5 **Section 2.** Leaves of absence without pay shall be administered as follows:

- 6
- 7 (a) Leaves of absence without pay (for periods of thirty (30) calendar days or less)
8 must be authorized in writing by the Court Operations Director or designee.
- 9 (b) Leaves of absence without pay of periods of more than thirty (30) must be
10 authorized in writing by the Deputy Chief Administrative Officer. Leaves of
11 absence without pay shall be for periods not to exceed sixteen (16) work weeks.
12 Annual and sick leave shall not accrue to the employee while on leave of absence
13 without pay.
- 14 (c) Failure to return to work by the expiration date of a leave of absence without pay
15 shall result in the employee being separated from employment.
- 16 (d) A leave of absence may be revoked upon receipt of evidence indicating that the
17 leave of absence was requested and granted under false pretense, or that the need
18 for such leave of absence has ceased to exist. Receipt of such evidence may be
19 grounds for discipline up to and including termination.
20
21
22
23
24
25
26
27
28
29

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

ARTICLE 9: JURY DUTY

On proof of jury service, an employee shall be granted a leave of absence with pay (RCW 2.36.165.) No juror per diem shall be paid to an employee serving in King County Superior Court. Employees who serve on juries outside of King County Superior Court (e.g., District or Municipal Courts and Courts in other Counties), must reimburse King County for any per diem they receive.

1 **ARTICLE 10: GRIEVANCE PROCEDURE**

2 The Court and the Union recognize the importance and desirability of settling grievances
3 promptly and fairly in the interest of good employee relations and morale. Every effort will be
4 made to settle grievances at the lowest possible level of supervision.

5 Employees will be unimpeded and free from restraint, interference, coercion,
6 discrimination or reprisal in seeking adjudication of their grievances. Grievance hearings will
7 not be conducted in open court. Grievances processed through Step 3 of the grievance procedure
8 shall be heard during normal working hours unless stipulated otherwise by the parties.

9 Employee representatives essential to such hearings and directly involved in such grievance
10 meetings shall be allowed to do so, without suffering a loss in pay, at an agreeable time during
11 their normal working hours.

12 At any time prior to the hearing at Step 3, the parties may agree to use the services of a
13 disinterested third party as a mediator.

14 **Section 1. *Grievance Definition:*** An issue of alleged violation raised by an employee
15 and the union relating to the application and interpretation of the specific provisions of this
16 agreement. A grievance will include, but is not limited to, the following information:

- 17
- 18 • The date the grievance was filed by the employee.
 - 19 • The nature or description of the grievance.
 - 20 • The date(s) the event(s) occurred.
 - 21 • Identification of the provisions of this Agreement that apply.
 - 22 • The remedy sought.

23 **Section 2.** A grievance must be presented in writing within ten (10) working days after
24 the occurrence of the event giving rise to such grievance. Employees have the right to Union
25 representation at all levels. Grievances filed by the Union on behalf of an individual or group
26 issue shall be filed at the appropriate level in order to expedite resolution. Copies of the written
27 grievance must be made available to lower level supervision.

28 **Section 3. *Procedure***

29 Step 1. A grievance shall be presented in writing by the aggrieved employee and his/her
union representative to the Human Resources Director or designee. The Human Resources

1 Director or designee shall gain all relevant facts and shall attempt to adjust the matter and notify
2 the employee within ten (10) working days of receipt of the grievance.

3 Step 2. If, after thorough discussion, the decision of the Human Resources Director has
4 not resolved the grievance to the satisfaction of the employee and the Union, the Union, within
5 ten (10) working days of receipt of the Human Resources Director's decision, may submit in
6 writing to the Chief Administrative Officer, the nature of the grievance and the desired solution.
7 The Chief Administrative Officer shall arrange for a meeting of the parties concerned. The Chief
8 Administrative Officer may require written statements from the parties and may initiate any
9 investigation that is deemed appropriate. The meeting shall be held within ten (10) working days
10 of the Chief Administrative Officer's receipt of the grievance. The Chief Administrative Officer
11 shall inform the employee of his/her decision in writing within ten (10) working days of the
12 meeting.

13 Step 3. If the Chief Administrative Officer's disposition of the grievance is not
14 satisfactory to the employee and Union, or an action or decision of the Chief Administrative
15 Officer is the cause of the grievance, the Union may, in writing, refer the grievance to the
16 Presiding Judge or designee within ten (10) working days following receipt of the Chief
17 Administrative Officer's decision or, in the case of a grievance against an action or decision of
18 the Chief Administrative Officer, within ten (10) working days of the event giving rise to such
19 grievance. The Presiding Judge or designee will conduct a grievance hearing within thirty (30)
20 calendar days of his or her receipt of the grievance. The employee/Union and the Chief
21 Administrative Officer or designee shall be provided the opportunity to present whatever
22 information they consider relevant. Strict rules of evidence need not be followed in conducting
23 the hearing.

24 The Presiding Judge or designee shall render a final resolution within ten (10) working
25 days of the conclusion of the hearing. Neither party shall have the right to submit a grievance to
26 arbitration.

27 **Section 4.** Time limits set forth in this Article may be extended by agreement in writing.
28
29

1 **ARTICLE 11: EMPLOYEE RIGHTS**

2 **Section 1.** If at any level, the Court determines to bring disciplinary action against an
3 employee for any reason, the employee shall be apprised of his/her rights of representation and
4 appeal as provided in the Grievance Procedure of this Agreement. The Court may suspend or
5 discipline an employee for just cause.

6 **Section 2.** The employee and/or representative may examine the employee's personnel
7 file if the employee so authorizes in writing. Materials placed into the employee's file relating to
8 job performance or personal character shall be brought to his or her attention. The employee
9 may challenge, through the grievance procedure, the propriety of including such materials in the
10 files. The employee shall have the right to insert documentation into the file, providing such
11 documentation is relevant to the challenge. An employee may request that any disciplinary
12 action referenced in the personnel file be removed after two years. Unauthorized personnel shall
13 not have access to employees' files or other personal data relating to their employment.

14 **Section 3.** When an employee is charged with a violation of the Court's Administrative
15 Guidelines for Personnel Management, the facts and circumstances involved will be discussed
16 and reviewed with appropriate Union officials prior to effecting any disciplinary action involving
17 loss of pay, except in circumstances where immediate action is appropriate. After the discussion
18 and review with the Union representative, any such action is grievable under the grievance
19 procedure contained herein provided the time limitations are met.

20 Employees and the Union may use the grievance procedure to challenge disciplinary
21 actions. Both parties may request mediation as provided under Article 10.

22 **Section 4.** As new policies are developed, the Human Resources Director will provide
23 the Union with copies of employer policies and procedures which affect employee wages, hours
24 and working conditions and bargain the impacts.

25 **Section 5.** The Human Resources Director or designee agrees to permit the Union to
26 post on a Superior Court bulletin board announcements of meetings, election of officers, and any
27 other Union material, provided that there is sufficient space beyond that required by the Court for
28 "normal" operations.

1 **Section 6.** Authorized representatives of the Union may visit the work location of
2 employees covered by this Agreement at any reasonable time for the purpose of investigating
3 grievances so long as the operation of the Court is not disrupted.
4

5 **Section 7.** The Union Representative shall have the right to appoint Stewards on a short-
6 term basis until an election by the bargaining unit can be held. The Director of Court Operations
7 shall be furnished with the names of Stewards so appointed. The Steward shall see that the
8 provisions of this Agreement are observed, and he/she shall be allowed reasonable time to
9 perform these duties during regular work hours so long as the operation of the Court is not
10 disrupted.

11 **Section 8.** Up to three (3) Union Stewards representing the Union's interest during
12 contract negotiations are authorized to meet with Court management during working hours
13 without loss of pay.

14 **Section 9.** With the prior approval of the Court Operations Manager, Superior Court
15 shall make available to the Union suitable meeting space for the purpose of conducting Union
16 business, where such activities would not interfere with the normal work of Superior Court.

17 **Section 10.** The off-duty activities of employees, including political activities, shall not
18 be cause for disciplinary action unless said activities are detrimental to the employee's work
19 performance or the operation of the court system.

20 **Section 11.** Any performance standards used to measure the performance of the
21 employee shall be reasonable.

22 **Section 12.** An employee who has an alcohol, drug-related or mental health problem
23 which is affecting his/her job performance shall be encouraged to seek assistance through the
24 King County Employee Assistance Program. No employee's job security shall be placed in
25 jeopardy as a result of seeking corrective treatment as long as the employee is following
26 prescribed treatment recommended by the treatment provider and approved by the Court
27 resulting therefrom. However, it is the responsibility of the employee to correct unsatisfactory
28 job performance resulting from an apparent alcohol, drug-related or mental health problem.
29

1 **ARTICLE 12: EMPLOYMENT CONDITIONS**

2 **Section 1.** All Court Reporters are required to provide, maintain and use their own
3 computer-aided transcription equipment.

4 **Section 2.** All Court Reporters will annually upload an electronic copy of their
5 dictionaries to the Clerk’s Office Sharefile site. All electronic files considered a record of court
6 proceedings shall be filed quarterly (by March 31, June 30, September 30 and December 31 of
7 each year) with the Clerk's Office using their protocol for digital filing. Once notes are filed, the
8 Court Operations Supervisor must be provided with the Confirmation of Digital Note Filing.
9 Files are considered to include any digital files, all discs, flash drives, hard drives and audio files
10 that may be considered an in-court record. The purpose of this requirement is to allow for access
11 to digital notes in the event a transcript is to be produced and the Court Reporter who made the
12 notes refuses, is unavailable, or fails to produce a transcript in a timely manner.

13 **Section 3.** The Court Reporter who reported a case in court is responsible for producing
14 transcripts of the case. Each Court Reporter shall leave current copies of his/her dictionary with
15 the Court Operations Director or designee upon separation from employment; however, the
16 former employee will have the right of first refusal of transcripts ordered for cases he/she
17 reported while employed by the Superior Court. In the event the reporter who produced the
18 record is unavailable, fails or refuses to produce such transcripts, said reporter may request a
19 specific reporter or other designated person to produce transcripts, provided the requested
20 reporter is available and willing to produce them in a timely manner. Bargaining unit members
21 will be given the right of first refusal to produce the transcript. If no other Court Reporter agrees
22 to produce a transcript in a timely manner, the Court may use another source to produce the
23 transcript.

24 **Section 4.** Employees may be granted up to five (5) days of paid training leave
25 time annually for training purposes. These days will be awarded on the first working day of each
26 year. There shall be no carryover of training days from a previous year. The training time must
27 be for improving job knowledge and skills, and employees will provide documentation of their
28 attendance at the training program. The training leave time may cover actual training time
29 and/or travel time to attend an event or to complete pre-approved NCRA on-line training or

1 seminar. Employees will complete all online training at the facility where the employee is
2 assigned. A private room and a computer with internet access will be provided by the Court. If
3 an employee provides documentation of attendance at approved training, the employee's
4 vacation time will be credited for the hours spent attending and traveling to the training when the
5 employee has accrued sufficient training leave time.

6 Requests to attend training programs must be made in writing and approved in advance
7 by the Court Operations Director.

8 **Section 5.** Each Court Reporter shall be given access to King County e-mail, subject to
9 the Court's e-mail usage and Internet policy, and to other information technology policies
10 adopted by the court. Reporters may use the King County Internet to research their court cases
11 and for continuing education for the maintenance of their NCRA certificates.

12 **Section 6.** Suitable office space and office furniture will be provided. The Court will
13 provide appropriate office space and furniture under King County standards. Current,
14 personally-owned furniture will not be included in any future office moves. Court Reporters may
15 bid for office spaces per the procedure outlined in Article 13.

16 Superior Court provides reasonable ergonomic and medical accommodations upon
17 demonstration of need. An employee may request an independent workspace assessment from
18 Superior Court Human Resources. An employee may also provide Human Resources with a
19 health-care practitioner's documentation of the need for reasonable accommodation.

20 **Section 7.** All newly-hired court reporters will have a two-day orientation period with an
21 experienced official court reporter.

22 **Section 8.** An employee must have a satisfactory/fully successful or greater performance
23 rating in all major categories in the Court Operations evaluations in order to merit a step
24 increase.

1 **ARTICLE 13: LOCATION AND WORK ASSIGNMENT**

2
3 This article constitutes the entire agreement on location and work assignment.

4 **Section 1. Courthouse Location**

5 **A.** When a court reporter position becomes available at any Superior Court location, the
6 Court Operations Manager or designee will advertise the vacancy to reporters at all locations.
7 The notice of vacancy will be posted for 10 working days.

8
9 **B.** To be considered for transfer, an employee must submit a written notice of interest to
10 the Court Operations Director or designee during the 10-day period vacancy posting.
11 Requests for transfers will be accepted only during the posting periods. It is the responsibility
12 of any employee wishing to be notified of transfer opportunities that may arise while he or
13 she is on leave to so advise Court Operations, and to provide contact information.

14
15 **C.** Temporary vacancies may be posted when an employee is on leave for an extended
16 period. Temporary vacancies will be filled by the procedure set forth in (a) and (b) above.
17 Assignment to fill a temporary vacancy will not confer any special right to that post.

18
19 **D.** After the 10-day posting period, Court Operations will select the employee to fill the
20 vacancy from those who submitted written notice of interest in accordance with (b) above.

21 Selection will be based on factors including but not limited to:

- 22
- 23 • Performance and skill
 - 24 • Documented attendance or disciplinary issues.
 - 25 • Seniority

26
27 **E.** Once assigned to a facility, the employee must follow that facility's procedures,
28 including but not limited to, those for judicial assignment, vacation approval, and list protocol.

1 F. If there are no bids, the Court may assign employees to a specific work location for a
2 period not to exceed one year.

3 1. Should a vacancy, as defined by the Court, arise within the one year period, the
4 assigned employee shall have first right of return to the previous work location.
5

6 2. The Court Operations Manager or designee may assign any court reporter,
7 regardless of seniority, to any Court location to fill short-term staffing needs that may
8 arise. The Court may consider placing volunteers for less than one year at its discretion.
9

10 **Section 2. Assignments**

11 **A.** Employees will be assigned according to the following protocol:

12 **1. Assignment Procedure** - Court Operations will administer the list of reporters for
13 assignment as they become available for trial. Court reporters will be deployed to cases in the
14 order they become available.
15

16 **a.** Capital Murder (SPRC: Rule 3) Capital Murder cases are typically pre-assigned; a
17 court reporter may be assigned to the case at the time it is assigned to a trial judge.
18

19 **b.** If trades by judges or reporters occur, Court Operations staff will be notified. Trades
20 must be consistent with the priorities outlined in Section II below.
21

22 **c.** On Fridays, court reporters will all report back to the list unless reporting a trial.
23 ○ On Fridays, court reporters will be assigned to hearings as requested by the judge,
24 and as they are available;
25 ○ If a court reporter is needed for a summary judgment, sentencing or special
26 hearing, the court will make a request to Court Operations in advance when
27 possible;
28 ○ If a reporter is not available or requested, FTR will be used as the official record.
29

- 1 **d.** Monday through Thursday hearings will be reported as requested by the judge of the
2 reporter’s assigned trial.

3
4 **2. Case Priority** - Court reporters will be assigned to courts from a list based on case
5 priority as follows:

6 **a) Highest Priority Cases**

- 7 ○ Capital Murder (SPRC: Rule 3)
8 ○ CART Request (The court provides CART services to hearing-impaired
9 participants as a disability accommodation in compliance with state and federal
10 law)
11 ○ Judicial Inquiries (RCW 10.29.050)

12 **b) Cases to Which a Reporter May be Assigned, if Available, Unless Declined by a
13 Judicial Officer, in Priority Order**

- 14 ○ Homicide: Murder 1 (Aggravated, Non-Capital)
15 ○ Homicide: Murder 2 (Felony murder)
16 ○ Sexual Assault (sexual motivation cases)
17 ○ Assault 1, 3rd strike (equal priority)
18 ○ Complex Civil

19 For purposes of this protocol, “Complex” is defined as meeting one or more of the
20 following criteria:

- 21 · Technical (expert) witnesses, including medical experts, with testimony
22 regarding DNA, extensive or complex medical terminology.
23 · Serious injury
24 · Three or more attorneys expected to present in court
25 · Election/Initiative challenges
26 ○ Bench Trials in which Judge Requests Realtime

27 Additional Factors, to be used in prioritizing “Type B” cases, whether civil or criminal:

- 28 ○ Cases with witnesses needing interpreters
29 ○ Difficult witnesses (soft-spoken, children, strong accents or speech impairments)

1 **c) Cases to Which Court Reporters Will be Assigned if Available**

- 2
- 3 ○ Other Criminal
 - 4 ○ Other Civil

5 **d) Cases not assigned court reporters**

- 6
- 7 ○ UFC
 - 8 ○ Dependency
 - 9 ○ Juvenile Court Cases

10

11 **B.** During holiday weeks and Judicial Conference weeks, the same list procedures will

12 apply. Seniority will not be the basis for case assignments.

13

14 **C.** Court Operations will be responsible for implementing the assignments.

15

16 **D.** Once assigned to a trial, the employee must follow that judge to any courtroom where

17 he/she presides over the assigned trial. The employee will report when hearings are held

18 in locations other than the courthouse. Employees assigned to a trial that recesses for a

19 period of two hours to two days must report to Court Operations for assignment to the

20 Short List.

21 **E.** Employees may request to trade assignments with the judges' approval and

22 notification to Court Operations.

23

24 **Section 3. Procedures for Other Assignments:**

25

26 Employees will be assigned to specific cases according to the procedure described in Section 2

27 above. The next employee on the List will be assigned if the prior employee on the List cannot

28 be located 5 minutes before the assignment is to begin. Employees bypassed will remain at the

29 top of the List until they replace the employee assigned to their matter, or are given another

 assignment.

1
2 Employees whose judge is off the bench for more than two hours must contact Court
3 Operations in order to be placed on the appropriate List.

4 When an employee physically reports to an assigned court, should the assignment be
5 cancelled or resolve in a short matter such as a plea the employee returns to the same position on
6 the list from which he or she was deployed. If the assignment cancels before the employee leaves
7 his/her office, the employee remains in the same List position

8 Assignments may be made out of List order if it is determined to be necessary or in the
9 best interest of the court as determined by the Presiding Judge.

10 If the employee takes leave during an assignment, that employee must resume reporting
11 the same matter upon the return from leave unless the matter concluded during the employee's
12 leave.

13 **A. Long List:** This list includes all employees not currently assigned to a trial, employees
14 whose assigned trial has recessed for longer than two days, and employees who are on leave.
15 Employees who go on leave while on the Long List continue to move up that list as assignments
16 are made. Once an employee on leave reaches the top of the Long List, he or she remains there
17 until his or her return from leave.

18 Assignments will be made first to employees on the Long List. If an employee is assigned to a
19 matter from the Long List and the matter either resolves short of trial or is delayed by more than
20 one trial day, the employee assigned to that matter remains at the top of the Long List.

21 An employee assigned to a court will typically remain with a judge until the completion of the
22 trial. If requested by the judge, the employee will also report separate matters while he or she is
23 assigned to that court. A reporter who has been in trial for a full day may request a relief reporter
24 for a 4:00 pm hearing.

25 If no employees are available from the Long List, an assignment will be made from the Short
26 List.

27 **B. Short List:** This list consists of employees who are assigned to a trial but are not
28 needed in the court for a period of two hours to two working days. Employees assigned to
29

1 a trial that recesses for a period of two hours to two days must report to Court Operations
2 for assignment to the Short List.

3
4 **C. Daily Copy:** This section includes procedures that are not covered elsewhere in this
5 Article.

6 Daily copy is a separate business agreement between the court reporter and counsel to
7 provide the official transcripts of the day's court proceedings delivered to counsel the
8 next morning.

9 1. If an employee is asked by an attorney to produce daily copy, the employee
10 must so notify Court Operations, and must inform Court Operations of the length of the case.
11 The employee assigned by Court Operations is responsible for the record. Court Operations may
12 make a second reporter available to assist in producing Daily Copy if the assigned reporter so
13 requests and if doing so will not interfere with the needs of the court.
14 Court Operations reserves the right to reassign the second reporter based on the needs of the
15 court.

16 2. Any work outside the scope of an official Superior Court Reporter's duties will
17 not prevent that employee from reporting his/her assigned matter.

18 3. Employees providing daily copy are required to be on site during the regular
19 hours of work while not in court. These employees are expected to be available for court.

20 4. Employees may request assignment trades as described in Section 1 of this
21 section.

22 23 24 **Section 4. Office Assignments**

25 **A.** Court Operations will notify the employees when an office is available.

26
27 **B.** Court Operations will distribute the Office Bidding form to all employees. The form
28 will contain the following information:
29

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

- The location of the vacant office.
- The date by which all interested employees must submit a completed Office Bidding form.
- See Article 12 Section 6 regarding personally-owned furniture.

C. The vacant office will be awarded to the employee with the most seniority among those who submit completed forms on time.

D. Court Operations will advise the employee to whom the office is awarded to coordinate the logistics of moving into and out of offices.

F. All office moves must be managed and facilitated by Court Operations. Court Operations will be responsible for all aspects of the office move, including the telephones.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reasons of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The Court and the signatory organization agree that the public interest
3 requires efficient and uninterrupted performance of all County and/or court services and to this
4 end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
5 Specifically, the signatory organization shall not cause or condone any work stoppage, including
6 any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence
7 which is not bona fide, or other interference with the Court and/or court functions by employees
8 under this Agreement and should same occur, the signatory organization agrees to take
9 appropriate steps to end such interference. Any concerted action by an employee in the
10 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

11 **Section 2.** Upon notification in writing by the Court to the signatory organization that
12 any of its members are engaged in a work stoppage, the signatory organization shall
13 immediately, in writing, order such members to immediately cease engaging in such work
14 stoppage and provide the Court with a copy of such order. In addition, if requested by the Court,
15 a responsible official of the signatory organization shall publicly order such signatory
16 organization employees to cease engaging in such a work stoppage.

17 **Section 3.** Any employee who commits any act prohibited in this section will be subject
18 to the following action or penalties:

- 19 1. Discharge
20 2. Suspension or other disciplinary action as may be applicable to such employee.
21
22
23
24
25
26
27
28
29

1 **ARTICLE 16: WAIVER AND COMPLETE AGREEMENT**

2 The parties acknowledge that during the negotiations resulting in this Agreement each
3 had the unlimited right and opportunity to make demands and proposals with respect to any and
4 all subjects or matters not removed by law from the area of collective bargaining and
5 understandings and agreements arrived at by the parties after exercise of that right and
6 opportunity are set forth in this Agreement. The Court and the Union each voluntarily and
7 unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain
8 collectively with respect to any subject or matter not specifically referred to or covered in this
9 Agreement. All rights and duties of both parties are specifically expressed in this Agreement and
10 such expression is all inclusive. This Agreement constitutes the entire agreement between the
11 parties and concludes collective bargaining for its terms, subject only to a desire by both parties
12 to agree to amend or supplement at any time, and except for negotiations over a successor
13 collective bargaining agreement.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

1 **ARTICLE 17. REDUCTION IN FORCE/SENIORITY/LAYOFF/RE-HIRE**

2 **Section 1.** At the discretion of the Court judges, the Chief Administrative Officer may
3 lay off an employee due to the shortage of work or funds, or considerations of organizational
4 efficiency.

5 Seniority, competence, experience, training in applicable technology, and additional
6 certifications, shall be considered in determining which employees will be retained. In
7 calculating which employees shall be retained, performance evaluations shall be given seventy-
8 five percent (75%) of the weight. Seniority and certifications shall be given twenty-five percent
9 (25%) of the weight combined. Such decisions shall be arrived at in a fair and reasonable
10 manner.

11 Employees laid off shall be placed on an eligibility list in the order of layoff and called
12 back to work in the reverse order of layoff as there are openings for which they qualify. Recall
13 rights shall expire two (2) years after date of layoff, subject to proof of continued ability to
14 perform the required tasks of a court reporter position. Verification of continued practice,
15 maintenance of an RPR or different certificate, or passing a court reporter skills test may
16 constitute “proof” of continued ability.

17 The Chief Administrative Officer shall give at least two (2) weeks written notice to a
18 regular employee of such layoff. The Chief Administrative Officer or designee will give notice
19 to the work unit as soon as it becomes known that there may be a layoff for the following budget
20 year.

21 **Section 2.** Seniority shall be defined as the total service with Superior Court. Seniority
22 accrual will be interrupted for all time when not in a pay status for more than 30 consecutive
23 days, with the exception of individuals on Family Medical Leave. Employees who leave
24 employment with the Court may retain credit for prior service if they return to court employment
25 within a two (2) year period.
26
27
28
29

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

ARTICLE 18 JOB SHARING

Section 1. Those persons desiring a job sharing position will file 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. All job sharing shall be subject to the approval of the Chief Administrative Officer.

Section 2. Those who are job sharing may have this privilege revoked only for just cause subject to the grievance procedure.

Section 3. If a job sharer loses his/her job sharing partner, he/she shall have ninety (90) days to secure another partner. After ninety (90) days, if no partner has been approved, the job sharer shall return to his/her full-time employment status held immediately prior to job sharing.

1 **ARTICLE 19: DURATION**

2 **Section 1.** This Agreement and each of its provisions shall become effective when the
3 parallel Agreement between the Union and King County is finally consummated by all formal
4 requisite means, and shall continue in full force and effect through December 31, 2020. The
5 effectiveness of this Agreement is expressly dependent on the consummation by all formal
6 requisite means of the parallel Agreement between the Union and King County.

7 **Section 2.** Contract negotiations for a succeeding contract may be initiated by either
8 party providing to the other written notice of its intention to do so at least thirty (30) days prior to
9 November 1, 2019.

10 **Section 3.** In the event the negotiations for a new Agreement extend beyond the
11 anniversary date of this Agreement, the terms of this Agreement shall remain in full force and
12 effect until a new Agreement is consummated or unless either party serves the other party with
13 ten (10) days' notice of intent to terminate the existing Agreement.
14

15 APPROVED this ____ day of _____, 2018.

16
17 _____
18 Laura Inveen
19 Presiding Judge
20 King County Superior Court

Behnaz Nelson
Executive Director
Professional and Technical Employees Local 17

21 _____
22 Paul L. Sherfey
23 Chief Administrative Officer
24 King County Superior Court

Lorelei Walker
Union Representative
Professional and Technical Employees Local 17

25 _____
26 Michelle Vitrano
27 Court Reporter
28 Union Steward

Kevin Moll
Court Reporter
Union Steward

29 _____
Joe Richling
Court Reporter
Union Steward