

**Coalition Labor Agreement (CLA) - Appendix for 050
Agreement (Wage Only)
Between King County
And
Professional and Technical Employees, Local 17
Court Reporters - Superior Court**

**AGREEMENT ON WAGES AND WAGE RELATED BENEFITS
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PREAMBLE

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

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

ARTICLE 1: PURPOSE

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

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

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT (CLA)

The CLA wage and wage related provisions shall apply to this bargaining as follows:

Section 1. The Preamble in its entirety.

Section 2. All CLA superseding articles that are wage or wage related, or sections of superseding articles that are wage or wage related, unless otherwise stated in the CLA or this Appendix.

Section 3. All CLA non-superseding wage and wage related articles and sections, or sections of non-superseding wage and wage related articles are adopted by the parties. Any non-superseding article or section listed below is understood to have no application to the bargaining unit.

- CLA Article 46: Waiver and Complete Agreement.

Section 4. For ease of reference, the following provisions, which were previously listed in this Appendix, are now covered by the CLA:

- **Jury Duty:** CLA Article 5.
- **Bereavement Leave:** CLA Article 8.
- **Holidays:** CLA Article 10.
- **Sick Leave:** CLA Article 31.
- **Grievance Procedure:** CLA Article 26
- **Savings Clause:** CLA Article 30
- **Duration:** CLA Article 41

ARTICLE 3: UNION RECOGNITION

The County recognizes Professional and Technical Employees, Local 17, as the exclusive bargaining representative relative to wages and directly related negotiable matters only for those employees working regular full-time or regular part-time in the classification of Court Reporter in King County Superior Court. Matters within the control or within the legal jurisdiction of the Superior Court are not covered by this Agreement.

ARTICLE 4: RIGHTS OF MANAGEMENT

Section 1. The management of the King County Superior Court and the direction of the work force is vested exclusively in King County Superior Court.

Section 2. The Union acknowledges the right of the County to define and implement a new payroll system, including but not limited to a biweekly payroll system. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts. The parties recognize King County's exclusive right to make the changes necessary to implement such payroll system. The County agrees to negotiate the effects of such change in the event the change in the payroll process does not include a transition option for employees.

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

ARTICLE 5: HOURS OF WORK AND OVERTIME

Section 1. Standard Work Week. The standard work week consists of thirty-five (35) hours over five (5) consecutive days, with the workday beginning at 8:30 a.m. and ending at 4:30 p.m., Monday through Friday, inclusive of a one-hour unpaid lunch period. Each Court Reporter reports all sessions of the Superior Court as directed by the judge presiding. The hours of work, and authority to change such, of Superior Court Reporters, are vested solely within the authority of the Superior Court.

Section 2. Schedule Adjustment and Overtime.
Employees who work up to five minutes or more outside of the scheduled work hours set forth in Section 5.1 above may receive a schedule adjustment at straight time. Schedule adjustments will be reported to the nearest five minutes. Employees required to work more than 35 but less than 40 hours in a work week earn compensatory hours at the straight-time rate for the hours between 35 and 40 subject to approval by their supervisor.

Employees required to work in excess of forty (40) hours in a week will be paid contractual overtime and/or receive compensatory time. Contractual weekly overtime shall be paid to employees for all hours worked in excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed.

1 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half (1-
2 1/2) times the combined amount of the employee's hourly base rate of pay, as specified in Section 6.1
3 (i.e. Range 62 of the King County 10-Step Hourly Squared Schedule), plus any applicable hourly pay
4 premiums in effect at the time the overtime is worked to be included when calculating the
5 Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for
6 any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

7 **Section 3. Compensatory Time.** All requests for compensatory time must be approved by a
8 supervisor. The maximum amount of compensatory time that an employee may accrue is (35) hours
9 at any given time. Any balance of comp time hours at the end of the pay period which includes
10 December 31, shall be cashed out.

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

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.**

17 Employees shall advance 1 step on their classification wage scale upon successful completion
18 of their probationary period. Thereafter, regular employees shall receive a one-step increase effective
19 January 1 each year until they reach the top step of the pay range. However, an employee who has
20 not successfully completed probation on or before September 30 will not be entitled to an annual step
21 increase on January 1.

22 **Section 3. General Wage Increases (GWI)/Cost of Living Adjustment (COLA).** The
23 GWI/COLA shall be pursuant to the Coalition Labor Agreement.

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

26 **Section 5. Real time Reporting:** Court reporters will receive a 5% wage premium for
27 delivering Real time reporting if the employee is certified through a courthouse test to be developed
28 and administered by the Superior Court. A Court Reporter will receive a 7.5% wage premium for

1 delivering Real time reporting if the employee has earned the national certification for Real time
2 reporting (CRR).

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

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

11 Insured health benefits will be provided pursuant to CLA Article 25. The Union and the
12 County agree to incorporate changes to employee insurance benefits which the County may
13 implement as a result of any agreement of the Joint Labor Management Insurance Committee.

15 **ARTICLE 8: HOLIDAY COMPENSATION**

16 **Section 1. Overtime Eligible Employee.** Comprehensive leave eligible employees (FLSA-
17 non-exempt) shall receive the Contractual Overtime rate of pay for all hours worked on a holiday
18 listed in CLA Article 10. This holiday compensation for hours actually worked on a holiday shall be
19 in addition to the (7) straight time hours of holiday pay.

20 When a holiday falls on a day, other than a Saturday or Sunday, that an employee is not
21 scheduled to work, the employee shall receive their normal pay for the day.

22 **Section 2. Overtime Eligible Part-time Employee.** Comprehensive leave eligible
23 employees shall be paid time the Contractual Overtime rate of pay for the actual hours worked on the
24 holiday. In addition, the employees shall receive holiday pay for holidays which fall on regularly
25 scheduled working days, and the holiday pay shall be pro-rated based on the employees FTE status
26 (i.e. regularly scheduled working hours). Part-time employees will not be compensated for holidays
27 falling on days which they are not regularly scheduled to work.

ARTICLE 9: JUDICIAL CONFERENCE DAYS

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

ARTICLE 10: EMPLOYEE RIGHTS

Up to two (2) Union Stewards representing the Union's interest during contract negotiations are authorized to meet with County management during working hours without loss of pay.

[For parallel provision, see Superior Court Agreement at art. 11 at p. 15.]

ARTICLE 11: WAIVER AND COMPLETE AGREEMENT

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

[For parallel provision, see Superior Court Agreement at art. 16 at p. 26.]

For Professional and Technical Employees, Local 17:

DocuSigned by:

Youssef El Hamawi

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Youssef El Hamawi
Union Representative

DocuSigned by:

Karen Estevenin

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Karen Estevenin
Executive Director

For King County:

Signed by:

Matthew Wood

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Matthew J. Wood
Labor Relations Negotiator
Office of Labor Relations, Executive Office

ADDENDUM A:
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.

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. General Real Time Reimbursement Allocation. The County will reimburse employees for expenditures related to real time reporting capabilities up to the following annual reimbursement amount of \$1,000 subject to conditions in this Agreement. The General Reimbursement funds may also be applied to cover remote work software reimbursement costs, as needed. Requests for reimbursement must be submitted by December 1 each year, unless otherwise agreed by the Court. Unused funds do not carry over to the next calendar year.

2. Remote Work Software Reimbursement Allocation. In addition to the General Reimbursement described above, the County will determine on an annual basis whether Court Reporters will be required by the County to have software license(s) necessary to enable remote work capability (e.g., CaseViewNet and Cloud Session Code software or equivalent). Should the County require Court Reporter(s) to have this type of software, an additional reimbursement amount up to \$400.00 per calendar year per employee will be available subject to management preapproval. Requests for this reimbursement must be submitted by December 1 each year, unless otherwise agreed by the Court. Unused funds do not carry over to the next calendar 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. 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.

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

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