



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.:	4	Date:	21 July 2010
Proposed Ordinance No.:	2010-0380	Prepared by:	Nick Wagner

A. SUMMARY

Proposed Ordinance 2010-0380 (pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) between King County and the International Federation of Professional and Technical Engineers, Local 17. The CBA (pp. 7-29 of these materials) covers court reporters in King County Superior Court and is limited in scope to wages and matters directly related to wages.¹

1. Term of the CBA

The CBA covers the three-year period from 1 January 2010 through 31 December 2012 (CBA art. 16, p. 29 of these materials).

2. The Bargaining Unit

The 31 employees who make up the bargaining unit are court reporters at King County Superior Court. As described in the Executive's transmittal letter (*see* p. 41 of these materials), "King County's Court Reporters provide a service mandated by statute and critical to the efficient operations of the Superior Court."

3. Consistency with Labor Policies

As described in the Contract Summary (pp. 37-38 of these materials), the proposed CBA appears to be consistent with the County's adopted labor policies.

4. Pay Ranges and COLAs

The pay range for the bargaining unit will continue to be Range 62 of the King County 10-Step Hourly Squared Schedule. *See* CBA art. 6 § 1 (p. 15 of these materials).

The cost-of-living adjustment (COLA) for 2010 would be two percent pursuant to the furlough memorandum of agreement approved by the Council in Ordinance 16340

¹ King County Superior Court is one of those entities for which the County Executive is authorized to bargain only wages and benefits. All other working conditions are bargained by the court directly.

(adopted on 15 December 2008). As described in the transmittal letter (p. 41 of these materials), the 2010 COLA was “budgeted in 2009 as part of the furlough memorandum of agreement.” Article 6, section 3, of the CBA provides that the parties will “re-open negotiations during year 2010 on the subject of cost of living increases for years 2011 and 2012.”

B. NEW CONTRACT PROVISIONS

The CBA includes two memoranda of agreement:

1. Reimbursement of expenses

The first memorandum of agreement (p. 31 of these materials) provides for reimbursement of up to \$800 per year for certain expenses related to “real-time” reporting.² As described by the Executive, “Court Reporters incur significant personal expense in becoming real-time certified, providing real time services and maintaining their capacity to provide real time services. This real-time reporting stipend encourages employees to become [certified] and maintain their certification, increasing the court’s reporting efficiency.”

2. Judicial conference leave

Article 8, section 8, of the CBA provides for four days of leave each year to attend the spring and fall judicial conferences; however, the 2010 Fall Judicial Conference has been cancelled as a cost-saving measure. For this reason the second memorandum of agreement (pp. 33-34 of these materials) changes the number of judicial conference leave days for 2010 from four to two.

C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive’s Fiscal Note (p. 39 of these materials). From a base cost of \$2,587,041 for 2009, the CBA would result in an increase of \$51,741 in 2010. The Executive’s transmittal letter describes the CBA as being within the county’s capacity to finance (p. 42 of these materials).

D. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

INVITEES

1. Jim Johnson, Labor Negotiator, King County Office of Labor Relations
2. Whitney Hupf, Union Representative, IFPTE Local 17

² “Real-time” court reporting refers to a form of court reporting in which words being transcribed are displayed on a video screen as ordinary words (rather than as stenographic symbols) within seconds after they are spoken.

ATTACHMENTS

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 18, 2010

Ordinance

Proposed No. 2010-0380.1

Sponsors Hague and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and two memoranda of agreement
3 negotiated by and between King County and International
4 Federation of Professional & Technical Engineers, Local
5 17 (Court Reporters) representing employees in the
6 superior court; and establishing the effective date of said
7 agreements.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement and two memoranda of
10 agreement negotiated between King County and International Federation of Professional
11 & Technical Engineers, Local 17 (Court Reporters) representing employees in the
12 superior court and attached hereto are hereby approved and adopted by this reference
13 made a part hereof.

14 SECTION 2. Terms and conditions of said agreements shall be effective from
15 January 1, 2010, through and including December 31, 2010.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Robert W. Ferguson, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. International Federation of Professional & Technical Engineers Local 17 - Court Reporters and King County Agreement on Wages and Wage Related Benefits [050C0110], B. Memorandum of Agreement by and Between King County and International Federation of Professional & Technical Engineers Local 17 Regarding Judicial Conference Leave [050U0210], C. Memorandum of Agreement By and Between King County and International Federation of Professional & Technical Engineers Local 17 Regarding Reimbursement For Real Time Expenses [050U0310]

INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS

LOCAL 17 - COURT REPORTERS

AND

KING COUNTY

AGREEMENT ON WAGES AND WAGE RELATED BENEFITS

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1 **INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS**
2 **LOCAL 17 - COURT REPORTERS**
3 **AND**
4 **KING COUNTY**

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6
7 **PREAMBLE**

8 These Articles Constitute an Agreement, terms of which have been negotiated in good faith,
9 between King County and I.F.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 I.F.P.T.E., Local 17 (Representing employees
14 of the Superior Court) and King County Superior Court” (hereinafter “Superior Court Agreement” at
15 Preamble, p. 1.)

1 **ARTICLE 1: PURPOSE**

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

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

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

2 **Section 1.** The County recognizes the International Federation of Professional and Technical
3 Engineers, Local 17, AFL-CIO, as the exclusive bargaining representative relative to wages and
4 directly related bargainable matters only for those employees working regular full-time or regular
5 part-time in the classification of Court Reporter in King County Superior Court. Matters within the
6 control or within the legal jurisdiction of the Superior Court are not covered by this Agreement.

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

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

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

27 **Section 3.** The signatory organization will indemnify, defend, and hold the County harmless
28 against any claims made against any suit instituted against the County on account of action taken or

1 not taken by the County relative to any check-off of dues for the signatory organization. The
2 signatory organization agrees to refund to the County any amounts paid to it in error on account of the
3 check-off provision upon presentation or proper evidence thereof.

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

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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1 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

2 The County or the Union shall not unlawfully discriminate against any individual with respect
3 to compensation, terms, conditions, or privileges of employment as contained in this agreement
4 because of race, color, religion, sexual orientation, marital status, national origin, age, sex, or any
5 sensory, mental or physical disability. Only actions that constitute unlawful discrimination under
6 applicable statutes, regulations or case precedent shall constitute a violation of this provision.

7 Reasonable accommodations for qualified individuals with disabilities under the Americans with
8 Disabilities Act (ADA) and applicable state law, shall be implemented on a case-by-case basis, for an
9 individual employee and shall not establish a precedent or modify the terms of this Agreement.

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

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

1 **ARTICLE 5: HOURS OF WORK**

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

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

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

1 **ARTICLE 6: WAGE RATES**

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

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

10 **Section 3. Step Wage Rates:** The parties agree to re-open negotiations during year 2010 on
11 the subject of cost of living increases for years 2011 and 2012.

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

14 **Section 5. Realtime Reporting:** Court reporters will receive a 2.5% wage premium for
15 delivering Realtime reporting if s/he is certified through a courthouse test to be developed and
16 administered by the Superior Court. A Court Reporter will receive a 5% wage premium for
17 delivering Realtime reporting if s/he has earned the national certification for Realtime reporting
18 (CRR).

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

1 **ARTICLE 7: MEDICAL, DENTAL AND LIFE INSURANCE**

2 **Section 1.** There shall be established a Joint Labor-Management Insurance Committee
3 (JLMIC), comprised of an equal number of representatives from the County and the King County
4 Coalition of Unions whose function shall be to review, study and make recommendations relative to
5 existing medical, dental, vision, and life insurance programs. The Union and the County will
6 implement any changes in employee insurance benefits that result from any agreement of the JLMIC.

1 **ARTICLE 8: VACATIONS**

2 **Section 1.** All regular full-time employees shall earn vacation leave credit at the rate of one
3 hundred seventy-five (175) hours per year; provided, however, that regular part-time employees shall
4 earn annual leave at a rate proportionate to the percentage of time worked. An employee who has
5 completed twenty-five (25) years of service shall be entitled to twenty-six (26) days (182 hours) of
6 annual leave each year thereafter. An employee who has completed thirty (30) years of service shall
7 be entitled to twenty-seven (27) leave days (189 hours) each year thereafter.

8 **Section 2.** A leave of absence without pay for less than thirty (30) calendar days shall not
9 constitute an interruption of continuous service for the purpose of determining eligibility for
10 additional annual leave credits. A new employee is not eligible to use annual leave credits until after
11 the completion of six (6) months continuous service. Each employee may accrue annual leave up to a
12 maximum of 420 hours. The time at which annual leave may be drawn by an employee shall be
13 subject to the prior written approval of the supervising authority. This section does not limit an
14 employee's right to use accrued leave for a qualifying event under the Washington Family Care Act.

15 **Section 3.** No employee shall earn a month's vacation credit during a month when the
16 employee is absent without pay more than three (3) working days (21 hours). An employee shall not
17 be granted vacation benefits if not previously accrued by the employee.

18 **Section 4.** No person shall be permitted to work for compensation for the County in any
19 capacity during the time when vacation benefits are being drawn.

20 **Section 5.** Upon termination for any reason the employee will be paid for unused vacation
21 credits up to the maximum allowable accumulated vacation of 420 hours. In cases of separation by
22 death, payment of unused vacation benefits shall be made to the employee's estate, or in applicable
23 cases as provided by RCW Title 11.

24 **Section 6.** An employee who has accumulated a vacation balance beyond the maximum of
25 420 hours shall be required to reduce the balance to no more than 420 hours on or before
26 December 31 of each year. An exception may be made when cyclical workloads or work assignments
27 prevent the employee from using excess vacation by December 31 of the year in which the excess was
28 accrued, provided s/he submits a request to carry over excess hours to his/her supervisor, as set forth

1 in Section 7 of this Article. Otherwise, employees shall forfeit the excess accrual.

2 **Section 7.** In order to be eligible for carryover of vacation leave beyond the maximum accrual
3 of 420 hours, an employee must have made a request to use vacation leave during the calendar year,
4 and the supervisor must have disapproved such request. In order to be eligible for carryover of excess
5 vacation leave, a written plan must be developed and approved by the employee and Chief
6 Administrative Officer (CAO) of Superior Court. This plan must outline how the excess vacation
7 will be used in the next year. The Human Resources Division of the Department of Executive
8 Services as well as the CAO of Superior Court must approve all requests for carryover of vacation.

9 [For parallel provision, see Superior Court Agreement at art. 6 at p. 9.]

10 **Section 8.** Effective January 1, 2008, Court Reporters with hire dates prior to January 1, 2007
11 will receive four (4) judicial conference leave days for each calendar year of the agreement. The
12 judicial conference leave days may only be used on regular work days during the spring and autumn
13 judicial conferences. Court Reporters who do not use all of their judicial conference leave days
14 during that calendar year will not be allowed to carry over into the next year any leave days not taken.

1 **ARTICLE 9: SICK LEAVE**

2 **Section 1.** Every regular (budgeted) full-time and regular (budgeted) part-time employee shall
3 accrue sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual
4 hours of the employee's position; except that sick leave shall not begin to accrue until the first of the
5 month following the month in which the employee commenced employment. The employee is not
6 entitled to sick leave if not previously earned.

7 As an example of the above formula, an employee whose annual work schedule is 1820 hours
8 shall accrue sick leave monthly at a rate of .00384615 times 1820, or seven (7) hours per month.

9 **Section 2.** Employees are eligible to use sick leave for the following reasons:

10 (a) Employee illness;

11 (b) Noncompensable injury of an employee (.e.g., those injuries generally not eligible
12 for worker's compensation payments);

13 (c) Employee disability due to pregnancy or childbirth;

14 (d) Employee's exposure to contagious diseases and resulting quarantine;

15 (e) Employee keeping medical, dental, or optical appointments provided that regular
16 part-time employees are expected to schedule nonemergency medical and dental appointments on
17 nonwork time;

18 (f) To care for an ill member of the employee's family in accordance with the terms of
19 the Washington Family Care Act and other applicable local, state and federal laws.

20 **Section 3.** No employee shall earn sick leave credit during a month in which the employee is
21 absent without authorization or absent without pay for more than three (3) days (21 hours).

22 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

23 **Section 5.** Separation from County employment except by reason of retirement or layoff due
24 to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the
25 employee.

26 **Section 6.** Accrued sick leave may be used for absence due to temporary disability caused by
27 pregnancy.

28 **Section 7.** Sick leave because of an employee's physical incapacity shall not be approved

1 where the injury is directly traceable to employment other than with the Court.

2 **Section 8.** Employees who, after five (5) years of service, either retire as a result of length of
3 service or who terminate by reason of death shall be paid (or their estate receive) an amount equal to
4 thirty-five (35) percent of their unused, accumulated sick leave. All payments shall be based on the
5 employee's base rate.

6 **Section 9.** Employees injured on the job may use accrued sick leave and vacation benefits to
7 supplement King County Worker's Compensation payments but may not simultaneously collect sick
8 leave and worker's compensation payments in a total amount greater than the net regular pay of the
9 employee.

10 **Section 10. Family Care and Death:**

11 **(a)** Regular, full-time employees shall be entitled to three (3) days (21 hours) of
12 bereavement leave per incident (i.e., death of immediate family member). An employee who has
13 exhausted his or her bereavement leave may use up to three days of sick leave for each instance when
14 death occurs to an immediate family member. If no accrued sick leave is available, then the
15 appointing authority may approve leave without pay.

16 **(b)** In cases of family care where accrued sick leave has been exhausted, the employee
17 may be granted leave without pay, in accordance with applicable law.

18 **(c)** In the application of any of the foregoing provisions, when a holiday or regular day
19 off falls within the prescribed period of absence, it shall not be charged against sick leave accrual.

20 **Section 11. Immediate Family:** Immediate family, for purposes of this article, shall be
21 limited to the children, parents, siblings, grandchildren, grandparents, spouse or any "shared-
22 residence relative" (i.e., a relative living with the employee) of the employee or of the employee's
23 spouse/domestic partner.

24 **Section 12.** Regular part-time employees shall be granted family sick leave, sick leave and
25 bereavement leave hours in the same proportion as their scheduled hours of work are to the standard
26 work week. For example, an employee working 17-1/2 hours each week shall be granted 10.5 hours
27 of bereavement leave.

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

1 **ARTICLE 10: JURY DUTY**

2 **Section 1.** On proof of jury service, an employee shall be granted a leave of absence with pay
3 (RCW 2.36.165). No juror per diem shall be paid to an employee serving in King County.
4 Employees who serve on juries outside King County (e.g., Kitsap, Pierce, or Snohomish counties),
5 must reimburse King County for any juror per diem they receive.

6 **Section 2.** Employees shall immediately report to their work supervisor whenever dismissed
7 from jury service, in whole or in part.

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

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1 **ARTICLE 11: GRIEVANCE PROCEDURE**

2 King County and the Union recognize the importance and desirability of settling grievances
3 promptly and fairly in the interest of good employee relations and morale and to this end the
4 following procedure is outlined. To accomplish this, every effort will be made to settle grievances at
5 the lowest possible level of supervision.

6 Grievances are to be heard on County time. Employees will be unimpeded and free from
7 restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

8 **Section 1. Grievance Definition:** An alleged violation of this agreement.

9 **Section 2.** A grievance must be presented in writing within ten (10) working days after the
10 occurrence of the incident that gave rise to such grievance. Grievances filed by the Union on behalf
11 of an individual or group issue shall be filed at the appropriate level with the agreement of the County
12 in order to expedite resolution. Copies of the written grievance must be made available to lower level
13 supervision.

14 **Section 3. Procedure:**

15 **Step 1.** A grievance relating to wages shall be presented in writing by the Union to the
16 Chief Administrative Officer or designee. The Chief Administrative Officer or designee shall gain all
17 relevant facts and shall attempt to resolve the matter and notify the Union and the County within five
18 (5) working days. If a grievance is not pursued in writing to the next higher level within ten (10)
19 working days after the Court's response, it shall be presumed resolved.

20 **Step 2.** If, after thorough discussion, the decision of the Chief Administrative Officer
21 has not resolved the grievance satisfactorily, the grievance may be presented, in writing, to the King
22 County Human Resources Division Manager or designee. If a grievance is not pursued in writing to
23 the next higher level within ten (10) working days after the County's response, it shall be presumed
24 resolved.

25 **Step 3.** If the grievance is not resolved at Step 2 of the procedure upon mutual
26 agreement, the Employer and the Union may submit the grievance to the Public Employment
27 Relations Commission (PERC) or another mutually agreed upon mediator for mediation within five
28 (5) workdays of the Employer's last response. If mediation fails to resolve the issue(s), then the

1 matter may be referred to arbitration. If a grievance is not pursued in writing to the next higher level
2 within ten (10) working days after mediation, it shall be presumed resolved.

3 Proceedings before the mediator shall be informal and the rules of evidence shall not apply.
4 No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve
5 the grievance except by agreement of the Union and the Employer. In the event the grievance is not
6 resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session.

7 If either party does not accept an advisory opinion, the matter may then proceed to arbitration;
8 the arbitration hearings shall be held as if the grievance mediation effort had not taken place. Nothing
9 said or done by the parties or the mediator during the grievance mediation session can be used against
10 them during the arbitration proceedings.

11 **Step 4.** Failing resolution at Step 3, either party may request arbitration within thirty
12 (30) calendar days of the conclusion of Step 3, specifying the exact question which it wishes to
13 arbitrate. The parties shall select a third disinterested party to serve as an arbitrator. In the event that
14 the parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list
15 supplied by PERC or one of the private services, whichever source is mutually acceptable. The
16 arbitrator will be selected from the list by both the County representative and the Union. The party to
17 strike first will be determined by a coin toss. The arbitrator shall be asked to render a decision within
18 thirty (30) days after the case is heard by the arbitrator, and the decision of the arbitrator shall be final
19 and binding on both parties.

20 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
21 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
22 in reaching a decision.

23 The arbitrator's fees and expenses shall be borne equally by both parties, and each party shall
24 bear the full cost of advancing its case, including its legal representation, regardless of the outcome of
25 the arbitration.

26 No matter may be arbitrated which the County, by law, has no authority over and has no
27 authority to change.

28 There shall be no strikes, cessation of work or walkouts during such conferences or

1 arbitration.

2 **Section 4.** Time limits set forth in this Article may be extended only by mutual agreement in
3 writing.

4 **Section 5.** Grievances processed through the grievance procedure shall be heard during
5 normal working hours unless stipulated otherwise by the parties. Employee representatives essential
6 to such hearings and directly involved in such grievance meetings shall be allowed to do so without
7 suffering a loss in pay at a mutually agreeable time during their normal working hours.

8 **Section 6.** Arbitration awards or grievance settlements shall not be made retroactive beyond
9 the date of the occurrence or nonoccurrence upon which the grievance is based, that date being ten
10 (10) working days or less prior to the initial filing of the grievance.

11 **Section 7. Election of Remedies:** If Employees have access to multiple procedures for
12 adjudicating grievances, then selection by the Employee of one procedure will preclude access to the
13 other procedures. Selection is to be made no later than at the conclusion of Step 2 of the grievance
14 procedure in Article 11.

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

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1 **ARTICLE 12: EMPLOYEE RIGHTS**

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

4 [For parallel provision, see Superior Court Agreement at art. 11 at p. 16.]
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1 **ARTICLE 13: HOLIDAYS**

2 **Section 1.** All employees shall be granted the following holidays, with pay:

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4 New Year's Day	January 1
5 Martin Luther King Jr.'s Day	Third Monday in January
6 President's Day	Third Monday in February
7 Memorial Day	Last Monday in May
8 Independence Day	July 4
9 Labor Day	First Monday in September
10 Veteran's Day	November 11
11 Thanksgiving Day	Fourth Thursday in November
12 Day after Thanksgiving	
13 Christmas Day	December 25

14 and any days designated by public proclamation of the Chief Executive of the State as a legal holiday,
15 and one (1) personal holiday.

16 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the
17 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

18 Holidays paid for but not worked shall be recognized as time worked.

19 **Section 2. Personal Holidays:** The personal holiday shall be available for use at the
20 beginning of each calendar year and must be used in that year or lost. Employees completing a
21 probationary period are entitled to utilize the floating holiday during the term of their probation.

22 **Section 3.** An employee must be in a pay status on the day prior to and the day following a
23 holiday to be eligible for holiday pay. Provided, however, that an employee who has at least five (5)
24 years of county service and who retires at the end of a month, the last regularly scheduled working
25 day of which is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay
26 status the day before the day observed as a holiday.

27 **Section 4. Part-Time Employees:** Holiday benefits for regular part-time employees shall be
28 prorated.

1 **ARTICLE 14: SAVINGS CLAUSE**

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

8 [For parallel provision, see Superior Court Agreement at art. 13 at p. 22.]
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1 **ARTICLE 15: WAIVER AND COMPLETE AGREEMENT**

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

17 [For parallel provision, see Superior Court Agreement at art. 15 at p. 24.]
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1 **ARTICLE 16: DURATION**

2 **Section 1.** The terms of this Agreement shall become effective upon ratification by the King
3 County Council and shall cover the period from January 1, 2010 through December 31, 2012.

4 **Section 2.** Contract negotiations for a succeeding contract may be initiated by either party
5 providing to the other written notice of its intention to do so at least thirty (30) days prior to
6 November 1, 2012.

7 **Section 3.** In the event the negotiations for a new Agreement extend beyond the anniversary
8 date of this Agreement, the terms of this Agreement shall remain in full force and effect to the extent
9 required by RCW 41.56 unless either party serves the other party with ten (10) days notice of intent to
10 terminate the existing Agreement.

11 [For parallel provision, see Superior Court Agreement at art. 18 at p. 27.]

12 APPROVED this 1 day of JULY, 2010.

13
14 By: [Signature]
15 King County Executive

16 **International Federation of Professional and**
17 **Technical Engineers, Local 17 AFL-CIO:**

18 [Signature]
19 Joseph L. McGee
20 Executive Director

4/27/10
Date

21 [Signature]
22 Whitney Hupf
23 Union Representative

4/21/10
Date

24 [Signature]
25 Michelle Vitrano, Shop Steward

4/28/10
Date

26 [Signature]
27 JoAnn Bowen, Shop Steward

4/29/10
Date

28 [Signature]
Sheri Runnels, Shop Steward

5-3-10
Date

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MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS
LOCAL 17
REGARDING JUDICIAL CONFERENCE LEAVE

Background

Article 8, Section 8 provides for four (4) judicial conference leave days to be used on regular work days during the spring and autumn judicial conference.

In December 2009, the State of Washington Administrative Office of the Courts notified King County Superior Court that as a cost-savings measure, the annual Fall Judicial Conference will be cancelled for 2010. During the negotiations for the 2010-2012 collective bargaining agreement, King County notified the International Federation of Professional & Technical Engineers Local 17 of the change. The purpose of this memorandum is to clarify the amount and use of this leave for the year based on one conference in 2010.

Agreement

The County and the Union agree as follows:

1. In 2010, the Court Reporters will receive two (2) judicial conference leave days to be used during the 2010 Spring Judicial Conference.
2. Only Court Reporters hired prior to January 1, 2007, will receive judicial conference leave days.
3. Court Reporters who do not use all of their judicial conference leave days in the calendar year will not be allowed to carry over into the next year any leave days not taken.
4. This agreement shall become effective immediately upon complete execution of the agreement by all parties.

APPROVED this 1 day of JULY, 2010.
By: [Signature]
King County Executive

For IFPTE, Local 17:

[Signature]
Joseph L. McGee, Executive Director

4/22/10
Date

[Signature]
Whitney Hupf, Union Representative
[Signature]
Michelle Williams
[Signature]
John Bowen

4/21/10
Date
4/28/10
4/29/10

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**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS
LOCAL 17
REGARDING REIMBURSEMENT FOR REAL TIME EXPENSES**

Background

During the negotiations for the 2010 - 2012 collective bargaining agreement, the King County and the International Federation of Professional & Technical Engineers Local 17 bargained in good faith regarding the reimbursement for expenses related to real time reporting. At this time, a limited number of 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. Each year during the term of the contract, the County will reimburse employees for expenditures related to real time reporting capabilities up to \$800.00 per year for 2010, 2011, and 2012.
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 up to \$800 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 2010 must be submitted by December 31, 2010. Requests for reimbursement for 2011 must be submitted by December 31, 2011. Requests for reimbursement for 2012 must be submitted by December 31, 2012.

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

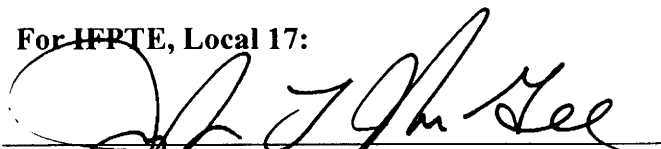
7. Requests for reimbursements are subject to the approval of Court Operations and must include receipts verifying the purchase and price of the reimbursable expenses.

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

APPROVED this 1 day of July, 2010.

By: 
King County Executive



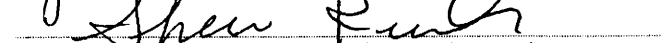
For IFPTE, Local 17:


Joseph L. McGee, Executive Director

4/28/10
Date


Whitney Hupf, Union Representative

4/21/10
Date

4/28/10
4/29/10
5-3-10



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
International Federation of Professional & Technical Engineers, Local 17 (Court Reporters - Superior Court) and two Memoranda of Agreement
Labor Negotiator
James J. Johnson

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA? X 2</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>
1. The cost-of-living increase for 2010 follows the standard county settlement agreed to with other labor organizations, which was formulated at 90% of the increase in the All Cities CPI-W Index, September to September, provided that the amount produced by application of the foregoing would not be less than 2% or greater than 6%. That cost-of-living increase has already been provided via the implementation of the furlough Memorandum of Agreement addressing the 2009 budget crisis (Ordinance 16340) in which the county agreed to extend the cost-of-living increase through 2010 for signatory unions.
2. The parties agreed to re-open negotiations in 2010 on the subject of cost-of-living adjustments for 2011 and 2012.
3. An attached Memorandum of Agreement provides for reimbursement of up to \$800 per year for real-time related expenses.
4. An attached Memorandum of Agreement provides two judicial conference leave days to be used during the 2010 Spring Judicial Conference.
5.
6.

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**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: International Federation of Professional & Technical Engineers, Local 17 (Court Reporters - Superior Court) and two Memoranda of Agreement

TERM OF CONTRACT: January 1, 2010, through December 31, 2012

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: Members of the bargaining unit perform court reporting services for the King County Superior Court.

NEGOTIATOR: James J. Johnson

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	N/A (contract only covers wages)
➤ INTEREST-BASED BARGAINING:	The parties utilized interest-based bargaining techniques.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	This contract makes no change to long-standing vacation and sick leave accrual rates for Court Reporters.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The agreement contains a non-discrimination clause consistent with other King County collective bargaining agreements.
➤ CONTRACTING OUT OF WORK:	The contract does not contain language regarding contracting out of work.
➤ LABOR / MANAGEMENT COMMITTEES:	The contract only covers wage and wage related items.
➤ DISCIPLINE & GRIEVANCES:	The agreement contains a procedure (through arbitration) for wage-related grievances. This contract is not applicable to discipline.
➤ MEDIATION:	The agreement contains provisions for voluntary mediation of wage-related grievances.
➤ CONTRACT CONSOLIDATION:	This contract covers a single classification (Court Reporter) in the Superior Court.
➤ BENEFITS TRUST PLAN:	N/A
➤ HEALTH BENEFITS COST SHARING:	N/A

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT:

**International Federation of Professional & Technical
Engineers, Local 17 (Court Reporters - Superior Court)
and two Memoranda of Agreement**

COUNCIL POLICY	COMMENTS
➤ RELEASE TIME:	Release time is granted for employees to participate in bargaining.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	Negotiations for this bifurcated agreement began several months prior to the expiration of the contract. Superior Court requested that the county negotiate in coalition with the Court, which had numerous issues to resolve.
➤ TIMELINESS OF IMPLEMENTATION:	The contract will be implemented as soon as practicable.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	The use of temporary and part-time employees to augment the regular workforce is consistent with County Code.
➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:	The agreement is consistent with the law and county provisions on medical and family leave.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The agreement allows the county to implement a biweekly pay plan.
➤ INTEREST ARBITRATION ELIGIBLE:	The employees covered under this agreement are not interest-arbitration eligible.
➤ NO STRIKE PROVISION:	The agreement contains a standard no strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	Existing language memorializes a long standing past practice providing leave days during the twice-yearly judicial conferences. The language only applies to employees hired prior to January 1, 2007.
➤ HOURS OF WORK:	Employees covered by this agreement work a 35 hour work week.
➤ PERFORMANCE EVALUATIONS:	A provision makes a step increase contingent on receiving a satisfactory/fully successful or greater performance in all categories in both the judicial and court operations evaluations since the last step increase.



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	International Federation of Professional & Technical Engineers, Local 17 (Court Reporters - Superior Court (Wages Only))		
Effective Date:	Three Year contract 1/1/2010 – 12/31/2012		
Affected Agency and/or Agencies:	Superior Court		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, HRD	Phone: 205-8004	
Department Sign Off:	Steve Davis, Business & Finance Manager, Superior Court	Phone: 296-9377	
Note Reviewed by:	Supplemental Required?	Lindsey Novakovic, Budget Analyst	Phone: 263-9711
NO <input type="checkbox"/>	YES <input type="checkbox"/>		

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2010		
CX	10	Sup Court	\$ 51,741		
TOTAL			\$ 51,741		

EXPENDITURE BY CATEGORIES:						
Expense Type	Dept Code	Department	2009 Base			
Salaries		SupCourt	\$ 2,289,417	\$ 45,788		
OT			\$ 0	\$ 0		
PERS & FICA			\$ 297,624	\$ 5,953		
TOTAL			\$ 2,587,041	\$ 51,741		

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period (s):	Contract 1/1/2010 to 12/31/2012.
2. Wage Adjustments & Effective Dates:	
COLA:	2.00% for 2010, re-opener for 2011 and 2012.
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	Provisions unchanged.
PERS/FICA:	Payroll taxes assumed to be 13%.
Overtime:	
4. Other Cost Factors:	None
	The COLA costs have already been provided to Council through the Furlough Ordinance. This note re-states those costs.

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June 28, 2010

The Honorable Bob Ferguson
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Ferguson:

The enclosed ordinance, if approved, will ratify the International Federation of Professional & Technical Engineers, Local 17 (Court Reporters) collective bargaining agreement and two memoranda of agreement for the period of January 1, 2010, through December 31, 2012. This collective bargaining agreement is for wages only. Non-wage working conditions are covered by a collective bargaining agreement between Superior Court and the Union.

This agreement covers 31 Court Reporters working at the King County Superior Court. King County's Court Reporters provide a service mandated by statute and critical to the efficient operations of the Superior Court.

The wage settlement for the collective bargaining agreement provides no change to existing wages. The cost-of-living increase for 2010 follows the standard county settlement agreed to with other labor organizations, which was formulated at 90% of the increase in the All Cities CPI-W Index, September to September, provided that the amount produced by application of the foregoing would not be less than 2% or greater than 6%. That cost-of-living increase has already been provided via the implementation of the furlough memorandum of agreement addressing the 2009 budget crisis (Ordinance 16340) in which the county agreed to extend the cost-of-living increase through 2010 for signatory unions. The contract also provides a re-opener during 2010 for the purpose of negotiating cost-of-living increases for 2011 and 2012. The 2010 cost-of-living costs, shown on the attached informational fiscal note, were budgeted in 2009 as part of the furlough memorandum of agreement.

This agreement includes two memoranda of agreement. The first memorandum of agreement regarding real time reporting provides for reimbursement of certain real-time related expenses of up to \$800 per year. Court Reporters incur significant personal expense in becoming real-time certified, providing real time services and maintaining their capacity to provide real time services. This real-time reporting stipend encourages employees to become and maintain their

The Honorable Bob Ferguson
June 28, 2010
Page 2

certification, increasing the court's reporting efficiency. The second memorandum of agreement, regarding judicial conferences, provides two judicial conference leave days to be used during the 2010 Spring Judicial Conference.

The settlement reached is a product of good-faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. The agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact Patti Cole-Tindall, Labor Relations Manager, at 206-296-4273 at your convenience.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Chief of Staff
Anne Noris, Clerk of the Council
Dwight Dively, Director, Office of Management and Budget & Office of Strategic
Planning and Performance Management
Patti Cole-Tindall, Labor Relations Manager, Office of Labor Relations