

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL 17 - COURT REPORTERS

AND

KING COUNTY

AGREEMENT ON WAGES AND WAGE RELATED BENEFITS

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

5
6
7 **PREAMBLE**

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

13 [For parallel provision, see “agreement between P.T.E., Local 17 (Representing employees of
14 the Superior Court) and King County Superior Court” (hereinafter “Superior Court Agreement” at
15 Preamble, p. 1.)]

16 **ARTICLE 1: PURPOSE**

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

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

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

26 **Section 1.** The County recognizes Professional and Technical Employees, Local 17, as the
27 exclusive bargaining representative relative to wages and directly related bargainable matters only for
28 those employees working regular full-time or regular part-time in the classification of Court Reporter

1 in King County Superior Court. Matters within the control or within the legal jurisdiction of the
2 Superior Court are not covered by this Agreement.

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

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

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

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

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

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.]

11 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

24 **ARTICLE 5: HOURS OF WORK**

25 **Section 1. Standard Work Week:** The standard work week consists of thirty-five (35)
26 hours over five (5) consecutive days, with the work day beginning at 8:30 a.m. and ending at 4:30
27 p.m., Monday through Friday, inclusive of a one hour unpaid lunch period. Each Court Reporter
28 reports all sessions of the Superior Court as directed by the judge presiding. The hours of work, and

1 authority to change such, of Superior Court Reporters, are vested solely within the authority of the
2 Superior Court.

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

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

11 **ARTICLE 6: WAGE RATES**

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

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

20 **Section 3. Cost of Living Adjustments:**

21 (a) Effective January 1, 2015 the wage rates will be increased by a two percent (2%)
22 cost-of living adjustment above the rates in effect in 2014.

23 (b) Effective January 1, 2016 the wage rates will be increased by a two and one-
24 quarter percent (2.25%) cost-of living adjustment above the wage rates in effect in 2015.

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

27 **Section 5. Realtime Reporting:** Court reporters will receive a 2.5% wage premium for
28 delivering Realtime reporting if s/he is certified through a courthouse test to be developed and

1 administered by the Superior Court. A Court Reporter will receive a 5% wage premium for
2 delivering Realtime reporting if s/he has earned the national certification for Realtime reporting
3 (CRR).

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

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

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

16 **ARTICLE 8: VACATIONS**

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

23 **Section 2.** A leave of absence without pay for less than thirty (30) calendar days shall not
24 constitute an interruption of continuous service for the purpose of determining eligibility for
25 additional annual leave credits. A new employee is not eligible to use annual leave credits until after
26 the completion of six (6) months continuous service. Each employee may accrue annual leave up to a
27 maximum of 420 hours. The time at which annual leave may be drawn by an employee shall be
28 subject to the prior written approval of the supervising authority. This section does not limit an

1 employee's right to use accrued leave for a qualifying event under the Washington Family Care Act.

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

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

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

11 **Section 6.** An employee who has accumulated a vacation balance beyond the maximum of
12 420 hours shall be required to reduce the balance to no more than 420 hours on or before the last day
13 of the pay period that includes December 31 of each year. An exception may be made when cyclical
14 workloads or work assignments prevent the employee from using excess vacation on or before the
15 last day of the pay period that includes December 31 of the year in which the excess was accrued,
16 provided s/he submits a request to carry over excess hours to his/her supervisor, as set forth in
17 Section 7 of this Article. Otherwise, employees shall forfeit the excess accrual.

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

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

27 **Section 8.** Court Reporters with hire dates prior to January 1, 2007 will receive four (4)
28 judicial conference leave days for each calendar year of the agreement. The judicial conference leave

1 days may only be used on regular work days during the spring and autumn judicial conferences.
2 Court Reporters who do not use all of their judicial conference leave days during that calendar year
3 will not be allowed to carry over into the next year any leave days not taken.

4 **ARTICLE 9: SICK LEAVE**

5 **Section 1.** Every regular (budgeted) full-time and regular (budgeted) part-time employee
6 shall accrue sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled
7 annual hours of the employee's position. Employees shall accrue sick leave from their date of hire in
8 a leave eligible position. The employee is not entitled to sick leave if not previously earned.

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

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

12 (a) Employee illness;

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

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

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

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

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

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

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

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

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

1 pregnancy.

2 **Section 7.** Sick leave because of an employee's physical incapacity shall not be approved
3 where the injury is directly traceable to employment other than with the Court.

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

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

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

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

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

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

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

27 **Section 12.** Regular part-time employees shall be granted family sick leave, sick leave and
28 bereavement leave hours in the same proportion as their scheduled hours of work are to the standard

1 work week. For example, an employee working 17-1/2 hours each week shall be granted 10.5 hours
2 of bereavement leave.

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

4 **ARTICLE 10: JURY DUTY**

5 **Section 1.** On proof of jury service, an employee shall be granted a leave of absence with pay
6 (RCW 2.36.165). No juror per diem shall be paid to an employee serving in King County.

7 Employees who serve on juries outside King County (e.g., Kitsap, Pierce, or Snohomish counties),
8 must reimburse King County for any juror per diem they receive.

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

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

12 **ARTICLE 11: GRIEVANCE PROCEDURE**

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

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

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

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

25 **Section 3. Procedure:**

26 **Step 1.** A grievance relating to wages shall be presented in writing by the Union to
27 the Chief Administrative Officer or designee. The Chief Administrative Officer or designee shall
28 gain all relevant facts and shall attempt to resolve the matter and notify the Union and the County

1 within five (5) working days. If a grievance is not pursued in writing to the next higher level within
2 ten (10) working days after the Court's response, it shall be presumed resolved.

3 **Step 2.** If, after thorough discussion, the decision of the Chief Administrative Officer
4 has not resolved the grievance satisfactorily, the grievance may be presented, in writing, to the King
5 County Office of Labor Relations Director or designee. If a grievance is not pursued in writing to the
6 next higher level within ten (10) working days after the County's response, it shall be presumed
7 resolved.

8 **Step 3.** If the grievance is not resolved at Step 2 of the procedure upon mutual
9 agreement, the Employer and the Union may submit the grievance to the Public Employment
10 Relations Commission (PERC) or another mutually agreed upon mediator for mediation within five
11 (5) workdays of the Employer's last response. If mediation fails to resolve the issue(s), then the
12 matter may be referred to arbitration. If a grievance is not pursued in writing to the next higher level
13 within ten (10) working days after mediation, it shall be presumed resolved.

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

18 If either party does not accept an advisory opinion, the matter may then proceed to arbitration;
19 the arbitration hearings shall be held as if the grievance mediation effort had not taken place.

20 Nothing said or done by the parties or the mediator during the grievance mediation session can be
21 used against them during the arbitration proceedings.

22 **Step 4.** Failing resolution at Step 3, either party may request arbitration within thirty
23 (30) calendar days of the conclusion of Step 3, specifying the exact question which it wishes to
24 arbitrate. The parties shall select a third disinterested party to serve as an arbitrator. In the event that
25 the parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list
26 supplied by PERC or one of the private services, whichever source is mutually acceptable. The
27 arbitrator will be selected from the list by both the County representative and the Union. The party to
28 strike first will be determined by a coin toss. The arbitrator shall be asked to render a decision within

1 thirty (30) days after the case is heard by the arbitrator, and the decision of the arbitrator shall be final
2 and binding on both parties.

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

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

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

11 There shall be no strikes, cessation of work or walkouts during such conferences or
12 arbitration.

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

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

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

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

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

27 **ARTICLE 12: EMPLOYEE RIGHTS**

28 Up to three (3) Union Stewards representing the Union's interest during contract negotiations