

A G R E E M E N T  
Between  
FEDERATION  
OF  
SHORTHAND REPORTERS  
and the  
PRINCIPAL REPORTER

1986

AGREEMENT made this 8th day of  
December, 1986 by and between the Principal

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and THE FEDERATION OF SHORTHAND REPORTERS  
(the "Federation," "The Union on Behalf of  
the Individual Shorthand Reporters") on be-  
half of the individual shorthand reporter  
members whose reporting services are now or  
may hereafter be utilized by a Principal  
Reporter.

This Agreement supersedes any and  
all other prior agreements between the  
parties, there being no other contract or  
agreement extant between the aforementioned.

W I T N E S S E T H :

WHEREAS, the Federation represents  
individual shorthand reporters whose ser-  
vices are or may be utilized as required by  
each Principal Reporter and who have desig-  
nated the Federation as their exclusive  
representative for the purpose of collec-  
tive bargaining only with the Principal  
with respect to rates and other conditions  
related to performance; and

WHEREAS, the parties hereto desire  
to cooperate in establishing and maintain-  
ing proper and suitable conditions in the  
shorthand reporting industry which will  
tend to secure for individual reporters a  
fair and just rate of compensation and im-  
prove the standards of living, to provide  
methods for fair and peaceful adjustment of  
disputes that may arise between the parties  
hereto in order to provide efficient and  
professional shorthand reporting services  
to the industry.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

## SECTION I - Definitions

1. Assignment Time - The time at which the Federation reporter agrees to arrive at the Location.
2. CAT Tape - Medium through which steno tapes are transferred from the writer to the computer.
3. Location - The site at which reporting services are performed by the Federation reporter pursuant to an Assignment, except proofreading.
4. Personal Dictionary - CAT file used, exclusively by and unique to each CAT Federation reporter, to translate steno notes.
5. Rate - Per-page compensation to the Federation reporter.
6. Minimum - The Federation reporter's guaranteed fee for an assignment.
7. Scoping - Printout preparation at the computer.

## SECTION II - Recognition

1. The Principal recognizes the Federation as the exclusive bargaining representative for all its member reporters with respect to rates of compensation and employment conditions relating to the performance of assignments and for the adjustment of grievances and disputes.
2. A Principal Reporter shall not discriminate against any Federation reporters for carrying on Federation activity and shall not discourage membership in the Federation.
3. The Federation and its members agree that each Federation reporter will, throughout the term of his assignment, give to each Principal Reporter his best and most conscientious efforts and the benefit of all his special skills.
4. A Principal Reporter shall not require a Federation reporter to perform any service which shall violate the Constitution and Bylaws of the Federation or any of the terms and conditions of this Agreement.
5. The Federation agrees that, during the term of this Agreement, its members may not render reporting services for any individual or firm with whom the Federation does not have an agreement whose terms and form are substantially the same as those incorporated herein, except in such special circumstances where the Federation is attempting to obtain the agreement of any other Principal Reporter not presently a signatory to this contract.

### SECTION III - Union Security

1. All reporters who are now members of the Federation shall continue to be members of the Federation in good standing as a term and condition of engagement.

2. Any non-Federation reporter engaged in the office of a Principal Reporter in the future shall, within thirty days from the date of his initial engagement, become a member of the Federation and continue to be a member of the Federation in good standing as a term and condition of engagement. If a Principal Reporter engages any such non-Federation reporter, he shall notify the Federation in writing of such fact within one week from the date of such engagement.

A joint Federation-Association committee shall conduct the performance testing of applicants. If the applicant fails to meet the committee's performance requirements, upon written notice by the Federation to the Association, the Association shall cease to utilize the services of said non-Federation reporter.

3. A Principal shall attempt to first offer reporting work to Federation reporters. In the event no Federation reporter is available, the Principal shall contact the Federation office to ascertain which Federation representatives are available. If no suitably competent Federation reporter is available, the Principal in good faith may offer the work to any other person.

4. The Federation agrees not to withhold unreasonably membership in the Federation and to continue such membership so long as the individual member abides by the Federa-

tion's Constitution and Bylaws and the terms and conditions of this Agreement.

5. A Principal Reporter may not utilize the reporting services of any other Principal Reporter except in case of a joint venture between Principal reporters.

6. A Principal Reporter shall not utilize the services of any reporter at a rate below that set forth in Section IV herein.

7. A Principal Reporter shall perform no service for any individual reporter or reporting firm who has refused to sign an agreement whose terms and form are substantially the same as those incorporated herein.

8. A Principal Reporter shall not discriminate in any respect against any Federation reporter or group of reporters, nor shall any Federation reporter or group of reporters discriminate against a Principal Reporter or group of Principal Reporters, because of race, creed, sex, color or national origin.

9. Before any Principal Reporter will utilize tape recorders or any video, mechanical devices to perform functions which are normally and customarily performed by reporters, he will notify the Federation and discuss with the Federation whether utilization of such devices is in the best interest of the industry.

In the event after such discussion the Principal Reporter insists on using such device, the Federation may terminate the collective bargaining agreement with such Principal Reporter.

10. It shall not be a violation of this Agreement and it shall not be cause for refusal to utilize the services of a Federation reporter who refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of the Federation party to this Agreement and Including lawful primary picket lines at a Principal Reporter's place or places of business.

#### SECTION IV - Nature and Term of Service

1. The utilization of services of any Federation reporter by a Principal Reporter shall include not less than a morning assignment or afternoon assignment. To the extent possible, the Federation reporter shall be notified of the length of the assignment at the time the assignment is given. Each Principal Reporter agrees that the Federation Reporter shall remain on the assignment until its completion unless otherwise agreed by the Principal Reporter and the Federation reporter.

2. No Federation reporter will at any time solicit or accept work for his own account, nor solicit work for any account.

3. Any Federation reporter who is available for an assignment shall make his availability known by appropriate means to all Principals.

4. No Federation reporter shall be required to accept a reporting assignment the principal nature of which is to perform stenographic or secretarial duties, or to report from a recording.

5. Other than a reporter performing a full day assignment at a single location, no Federation reporter shall be required to work on a morning session after 1:00 p.m.

#### SECTION V - Rates

1. The page referred to herein shall consist of no more than twenty-five lines. Questions and answers shall be on separate lines.

2. The rates set forth in the schedules below shall be the standards of compensation below which a Federation reporter may not charge nor a Principal Reporter pay.

3. The rates set forth in the schedules below shall apply to reporting, dictation of notes or presentation of notes for transcription, and proofreading. The Federation reporter shall proofread his transcript unless that right is mutually waived by the Federation reporter and the Principal Reporter. Notes not transcribed at the direction of a Principal Reporter and/or his client shall be paid for at the rate of fifty percent of the applicable page rate multiplied by the number of pages mutually estimated by the Federation reporter and the Principal Reporter, or the applicable minimum charge, whichever is greater. If and when transcription is accomplished, the Federation reporter shall be paid the full page rate as set forth in the schedules below, less the amount theretofore paid.

4. When notes are transcribed by note-reading, the rate payable to the Federation reporter shall be reduced in accordance with the schedules set forth in Paragraph II of this Section. Each Principal Reporter shall determine what method of transcription shall be used, except that the Federation reporter shall have the option of dictating any work

estimated by the Federation reporter to fall within the minimum charge.

5. In case of emergency where the Federation reporter does his own typing by agreement with a Principal Reporter, the reporting rates set forth in Paragraph II of this Section shall be augmented by the current rates for typing in the office of that Principal Reporter.

6. The Federation reporter shall be paid at the rates set forth in Paragraph II of this Section for each typewritten page of transcript containing at least thirteen lines, including title pages, index pages, and all material copied into the record.

7. Delivery.

(a) Regular - Except for government assignments (federal, state, city or local), dictation or notes are to be delivered to a Principal Reporter no later than five working days after and excluding the day of the assignment. With respect to such government assignments, such delivery shall be made to a Principal Reporter no later than four working days after and excluding the day of the assignment. C.A.T. tapes are to be delivered to a Principal Reporter no later than two days after and excluding the day of the assignment. In all cases the proofread transcript is to be returned to a Principal Reporter no later than one and a half working days following notification by such Principal Reporter that the transcript is ready for reading.

(b) Expedited - Dictation, or notes or C.A.T. tapes are to be delivered to a Principal Reporter within a reasonable time in consideration of the length of the

assignment and the transcription time involved, and the proofread transcript is to be returned to a Principal Reporter no later than 10:00 a.m. of the third working day after and excluding the day of the assignment.

(c) Daily - Dictation, or notes or C.A.T. tapes are to be delivered to a Principal Reporter the same day as the assignment, and the proof read transcript is to be returned to a Principal Reporter the same day as the assignment, unless otherwise agreed between the Principal Reporter and the Federation reporter.

(d) If a Federation reporter is delinquent in meeting the time schedules set forth in paragraphs (a), (b) and (c) above, a Principal Reporter may refer the delinquency to the Joint Principal-Federation Committee described in Section V, Paragraph 1 of this Agreement. The committee shall have the authority to assess the penalty, if any, to be imposed for such claimed delinquency.

8. A session as used hereinafter shall mean a morning, luncheon meeting, afternoon or evening assignment. An all-day assignment constitutes morning and afternoon sessions.

9. Cancellation of Assignment

(a) A Principal Reporter shall not reserve a Federation reporter later than 11:30 a.m. for that afternoon's session or 4:30 p.m. for the following morning's session without giving the Federation reporter a specific assignment.

(b) If a Federation reporter is

notified by a Principal Reporter after 5:00 p.m. that the Federation reporter's morning assignment for the following day has been cancelled, or if the Federation reporter is notified by a Principal Reporter after 12:00 noon that the Federation reporter's afternoon assignment for the same day has been cancelled, the minimum charge, but no attendance charge, shall be paid to the Federation reporter if the Federation reporter, in good faith, has made every reasonable effort to secure another assignment for such session and has been unable to get one.

(c) After the Federation reporter has left for his assignment, if such assignment is cancelled, postponed or, for any reason, fails to have a record taken by the Federation reporter during the scheduled session, the Federation reporter shall be paid the appropriate minimum and attendance charge.

10. Other side

(a) On an assignment where the Federation reporter is requested to and works for a party other than but not for the originally-scheduled client of the Principal Reporters, he shall be paid by the Principal Reporter as if he worked for such originally-scheduled client. A statement or stipulation dictated by the original client is not deemed a session.

(b) If the Federation reporter works for a party in addition to the originally-scheduled client (commonly called the other side), he shall be paid in the first instance for the work performed for the originally scheduled client in accordance with the rates set forth in the schedules

below. To this shall be added the additional work computed on the appropriate page rate basis only.

(c) In the event both sides of an assignment are the clients of the Principal Reporter, then the client first examining shall be considered as the originally scheduled client as in (b) above, and the other client shall be considered as the other side.

11. Effective the dates indicated, the Federation reporter shall charge and each Principal Reporter shall pay the following standard rate per single page of transcript or the following minimum charges, whichever is greater.

(a) Effective December 8, 1986, page rate shall be as follows:

	<u>Dictated &amp; C.A.T.</u>	<u>Noteread</u>
Regular	\$2.17	\$2.065
Expedited	2.67	2.565
Daily and Immediate	2.92	2.815

(b) Effective November 1, 1987 page rate shall be as follows:

	<u>Dictated &amp; C.A.T.</u>	<u>Noteread</u>
Regular	\$2.32	\$2.215
Expedited	2.82	2.715
Daily and Immediate	3.12	3.015

(c) Effective November 1, 1988 page rate shall be as follows:

	<u>Dictated &amp; C.A.T.</u>	<u>Noteread</u>
Regular	\$2.42	\$2.315
Expedited	2.92	2.815
Daily and Immediate	3.22	3.115

(d) The attendance charge shall be \$20.00 per session except as indicated in 9 (b) above.

(e) \$50.00 shall be the minimum charge per morning or afternoon session during the normal work week for all assignments inside the City of New York, except Staten Island. \$52.00 shall be the minimum charge for all locations in Staten Island, Jersey City, or Newark, and in the following locations and all locations in Nassau County west to the City line: Albertson, East Hills, East Williston, Garden City, Glen Head, Greenvale, Hempstead, Long Beach, Mineola, Rockville Centre, Roslyn, Roslyn Harbor, and in the following locations and all locations in Westchester County south to Harrison, Rye, White Plains, except as indicated in subparagraphs (f), (g), and (h) below.

(f) A luncheon session is a session where a meal is served and which commences at 12:00 (noon). The minimum for a luncheon session shall be \$80.00 plus \$20.00.

(g) \$80.00 shall be the minimum charge for any assignment:

Outside the City of New York but no farther than fifty miles from New York City Hall, excluding the locations listed in subparagraph (e) above and including the following locations: Amityville, Babylon, Bay Shore, Bellmore, Farmingdale, Freeport, Glen Cove, Hicksville, Huntington, Levittown, Lindenhurst, Massapequa Park, Westbury,

Harmon, Haverstraw, Hawthorne, Mount Kisco, Ossining, Peekskill, Pleasantville, Port Chester.

(h) All reasonable expenses shall be reimbursed to the Federation reporter for any assignment outside the City of New York, including food, transportation and lodging, except where government expense rates are extant.

(i) Night, Weekend and Holiday charges in addition to rates set forth in paragraph 11 of this section:

(i) \$60.00 shall be the minimum charge for any night assignment during the normal work week.

(ii) \$90.00 plus \$20.00 shall be the minimum charge for any morning or afternoon or evening assignment on a Saturday, Sunday or Holiday. The holidays are: Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day and Thanksgiving Day.

(j) The Federation reporter will receive an extra attendance fee when going to court for a ruling necessitates a change in location.

The Federation reporter shall be paid a fee of \$25.00 for securing the signature or signatures of a witness or witnesses at one location if required to go to the witness or witnesses for that purpose, or if

or if the Federation reporter is required to wait in a Principal Reporter's office during regular business hours resulting in the loss of a reporting assignment for that session. The fee shall be \$0.50 if the witness meets the Federation reporter at a place and time convenient to the Federation reporter and it does not require the loss of a reporting assignment for that session.

(k) The Federation reporter shall be paid a premium of \$0.50 per page for any assignment of a non-legal nature, i.e., conferences, luncheon meetings, stockholders meetings, conventions, round-table discussions, job progress meetings and the like. Also, for a document marking session where no witness appears nor any colloquy is taken, the rate of the additional \$0.50 per page shall be paid as a premium, as outlined above.

(l) The Federation Reporter shall be paid a premium per page for any assignment on a Saturday, Sunday, or Holiday as follows:

<u>Effective</u>	<u>Saturday</u>	<u>Sunday/Holiday</u>
Dec. 8, 1986	\$0.40	\$0.55
Nov. 1, 1987	0.45	0.65
Nov. 1, 1988	0.50	0.75

The Federation Reporter shall be paid an additional attendance fee of \$20.00 for any session running after 6:10 p.m. and every four hours after 6:10 p.m. and will be paid a premium of \$0.50 per page for any pages taken after 6:10 p.m. There will be an extra attendance for a session commencing before 9:00 a.m.

(m) If a Reporter works up to 10 minutes beyond 1 p.m. or 6 p.m. he should receive his page rate alone; if he works

beyond 1:10 p.m. or 6:10 p.m. he is entitled to an attendance fee; if he works beyond 1:30 p.m. or 6:30 p.m. and he has no afternoon/evening assignment, he is entitled to an additional attendance fee and minimum; and if he has an afternoon/evening assignment, or can obtain one, he is entitled to the additional attendance fee only.

(n) For any assignment not covered by this Agreement, rates may be established by individual agreement between a Principal Reporter and the Federation reporter at the time of assignment.

- A) Reporters will be able to obtain a lease with an option to buy C.A.T. equipment, including dictionary or copy thereof.
- B) No one will be compelled
  - i) To utilize C.A.T.
  - ii) To purchase C.A.T. equipment
  - iii) To attend any retraining classes
  - iv) To scope their own work
- C) Any Federation reporter who performs the scoping function at the Principal Reporter's request shall be paid a premium of \$0.55 per page, except for a training period of three months or 3,000 pages, for which training period, the Federation reporter shall be paid \$0.25 per page.
- D) The Federation reporter shall pay the initial vendor cost of his/her personal dictionary, and be the sole owner thereof. There will be no maintenance charge to the Federation reporter for said personal dictionary.
- E) An up to date back-up copy of the reporter's computer dictionary shall be maintained for storage by the Principal at the office in which said computer reporter does the most business.

- F) A copy of said personal dictionary shall be furnished to the Federation reporter within one week of request by the Federation reporter at the cost of the media and labor to produce it.
- G) The parties agree to the establishment of a joint Federation Reporter-Principal Reporter Computer Committee to hear all disputes arising with respect to C.A.T. issues. Such committee will operate under the provisions of Section VI (Adjustment of Grievances) herein.

(o) Payment for work performed by the Federation reporter shall be made by each Principal Reporter within a reasonable time but not more than fourteen days from receipt of the Federation reporter's bill. Principal Reporters who presently pay Federation reporter's bills on a bi-monthly basis may continue to do so. If the Federation reporter is not notified within three weeks from the date of his delivery to a Principal Reporter of his notes or dictation that the transcript is ready for reading, the Federation reporter shall submit a bill to the Principal Reporter based on estimated pages.

Failure by a Principal Reporter to comply with the provisions of this paragraph on three or more occasions during the term of this Agreement may, at the option of the Federation, result in a withdrawal of services from such Principal Reporter for such period of time as may be determined by the Federation.

## SECTION VI - Adjustment of Grievances

1. The parties agree to the establishment of a joint Principal-Federation committee to deal with problems of a continuing nature for the parties and the industry. The committee shall be composed of an equal number of representatives from the Principal Reporters and the Federation.

2. Should differences, disputes or grievances arise under this Agreement between a Principal Reporter and a Federation reporter, involving questions of interpretation, application or alleged violation of any of the provisions of this Agreement, or any acts, conduct or relations between the parties, the parties agree that there shall be no suspension or interference with performance of assignments on account thereof, but they shall be taken up and adjusted in the following manner:

(a) First, by negotiation between the Principal Reporter involved and a representative of the Federation.

(b) All disputes arising under Section V, Paragraph 7, Section V, Paragraph 11, and Section VI, Paragraph 3 of this Agreement shall be submitted to the joint Principal-Federation Committee. The majority decision of the Committee shall be binding upon the parties. All other disputes that are not resolved in the first step set forth in Paragraph (a) above may be submitted to the Joint Principal Federation Committee. If the parties to the dispute agree to submit the dispute to the Committee, the majority decision of the Committee shall be binding upon the parties.

(c) Failing adjustment in the above step, the dispute shall be referred immediately to the American Arbitration Association to appoint an arbitrator in accordance with its industrial arbitration procedure then prevailing for final and binding arbitration. The fees of such arbitrator shall be paid for equally by the parties. The arbitrator's award shall be final and binding upon the parties and an order to that effect may be entered as provided for under the New York Civil Practice Law and Rules.

3. Upon receipt of a written complaint by a Principal Reporter that an individual Federation reporter has violated any provision of this Agreement, the Federation shall investigate such complaint and if, after such investigation, it appears that there has been a violation of the Agreement, the Federation shall submit the violation to the Joint Principal-Federation Committee for its review and determination. The majority decision of the Committee shall be binding upon the Federation reporter with sanctions to be imposed. Examples of violations for which sanctions may be imposed are habitual late delivery and/or return of work.

#### SECTION VII - Scope

This Agreement shall be binding upon the parties hereto, their successors, assigns, subsidiaries and affiliates.

#### SECTION VIII - Reciprocal Clause

1. The Federation agrees that it will not sign an agreement containing or granting more favorable terms or conditions than those in this Agreement with any other Principal Reporter.

2. Upon written request by a Principal Reporter, the Federation shall exhibit to him any and all agreements entered into between the Federation and any other Principal Reporter.

#### SECTION IX - Duration

1. This Agreement shall be effective as of December 8, 1986, and shall continue in effect up to and including October 31, 1989 and from year to year thereafter, unless either party elects to terminate this Agreement by notifying the other in writing by depositing such notice in the mail to the last known address of the other party not more than ninety days nor fewer than sixty days prior to the said expiration date of this Agreement or any automatic yearly extension thereof.

2. In the event either party gives notice as aforesaid to terminate this Agreement as of October 31, 1989 or in any subsequent year in the event of any renewals thereof, negotiations for a new agreement shall commence within fifteen days of the giving of such notice.

3. If such negotiations do not result in a new agreement, then the parties, by mutual agreement, may either submit any matters in dispute concerning the new agreement to arbitration or, in the alternative, either party may, after the expiration of this Agreement, at its option, terminate the negotiations and exercise whatever rights and powers may be at its command.

4. In the event there is a decision by any court or agency which modifies the existing relationship between the parties, as it affects tax status, then in such event this contract shall be reopened for further negotiations.

5. The terms of this Agreement shall not, during the term hereof, be modified or changed in any way other than by mutual consent of both parties hereto, evidenced in writing. Any change or modification made by either party without the written consent of the other shall have no force or effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have set their hands and caused this Agreement to be signed as of \_\_\_\_\_

THE FEDERATION OF SHORTHAND REPORTERS

BY \_\_\_\_\_

FIRM \_\_\_\_\_

BY \_\_\_\_\_