

AGREEMENT made this 9th day of December, 1971 by  
and between the <sup>(PRINCIPAL)</sup> ~~SHORTHAND REPORTING SERVICES ASSOCIATION,~~  
~~140 Nassau Street, New York, N.Y., Room 1118 (the "ASSOCIA-~~  
~~TION"), on behalf of its Principal Reporter members listed~~  
~~in Appendix A attached hereto (the "Principal Reporter") and~~  
LOCAL 840, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 216 West  
14th Street, New York, N.Y. (the "Union") on behalf of it-  
self and for and on behalf of its individual shorthand repor-  
ter members whose reporting services are now or may hereafter  
be utilized by a Principal Reporter.

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

W I T N E S S E T H :

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8363

WHEREAS, the Union represents individual shorthand  
reporters whose services are or may be utilized as required  
by each Principal Reporter and who have designated the Union  
as their exclusive representative for the purpose of collec-  
tive bargaining with the Association with respect to rates  
and other conditions relating to performance; and

WHEREAS, the parties hereto desire to cooperate in  
establishing and maintaining 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 improve the standards of living, to provide methods for

fair and peaceful adjustment of disputes that may arise between the parties hereto or between those represented by them and who are affected by this Agreement;

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

SECTION I - Recognition

1. The Association recognizes the Union as the exclusive bargaining representative for all its member reporters with respect to rates of compensation and conditions relating to the performance of assignments, and for the adjustment of grievances and disputes.

2. A Principal Reporter shall not discriminate against any Union reporter for carrying on Union activity and shall not discourage membership in the Union.

3. The Union and its members agree that each Union reporter will, throughout the term of his service and 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 Union reporter to perform any service which shall violate the Constitution and Bylaws of the Union or any of the terms and conditions of this Agreement.

5. The Union agrees that, during the term of this Agreement, its members may not render reporting services for

any individual or firm with whom the Union does not have an agreement whose terms and form are substantially the same as those incorporated herein, except in such special circumstances where the Union is attempting to obtain the agreement of any other principal reporter not presently a signatory to an agreement whose terms and form are substantially the same as those incorporated herein. The Union agrees that any such attempt shall not extend for a period of more than one month from its inception. Notice of such attempt shall be given to the Association. This clause shall not be used with respect to any particular principal reporter more often than once a year.

## SECTION II - Union Security

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

2. Any non-Union 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 Union and continue to be a member of the Union in good standing as a term and condition of engagement. If a Principal Reporter engages any such non-Union reporter, he shall notify the Union in writing of such fact within one week from the date of such engagement.

A joint Union-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 Union to the Association, the Association shall cease to utilize the services of said non-union reporter.

3. A Principal Reporter, when he requires the services of a reporter, shall attempt to engage a Union reporter. In the event no Union reporter is otherwise available to the Principal Reporter, the Principal Reporter shall call the Union office to ascertain which Union reporters are available. If no suitably competent Union reporter is available for the assignment, the Principal Reporter, in good faith, may then utilize the services of any other person.

4. The Union agrees not to withhold unreasonably membership in the Union and to continue such membership so long as the individual member abides by the Union'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 Union reporter or group of reporters, nor shall any Union 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. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event a Union reporter 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 Union party to this Agreement and including lawful primary picket lines at a Principal Reporter's place or places of business.

10. Before any Principal Reporter will utilize tape recorders or other mechanical devices to perform functions which are normally and customarily performed by reporters, he will notify the Association and the Union and will discuss with the Union whether utilization of such

devices under the circumstances is in the best interests of the industry. In the event after such discussion the Principal Reporter insists on using such device, the Union may terminate the collective bargaining agreement with such Principal Reporter.

SECTION III - Nature and Term of Service

1. The utilization of services of any Union reporter by a Principal Reporter shall include not less than a morning assignment or afternoon assignment, which shall be solely the Principal Reporter's right to determine and shall be stated by him at the time of assignment. Each Principal Reporter agrees that the Union reporter shall remain on the assignment until its completion unless otherwise agreed by the Principal Reporter and the Union reporter.

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

3. Any Union reporter who is available for an assignment shall register his name with the Union office.

4. No Union 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 Union reporter shall be required to work on a morning session after 1:00 P.M.

SECTION IV - Rates

1. The page as 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 Union 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 Union reporter shall proofread his transcript unless that right is mutually waived by the Union 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 Union reporter and the Principal Reporter, or the applicable

minimum charge, whichever is greater. If and when transcription is accomplished, the Union 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 notereading, the rate payable to the Union reporter shall be reduced by seven and a half cents per page. Each Principal Reporter shall determine what method of transcription shall be used, except that the Union reporter shall have the option of dictating any work estimated by the Union reporter to fall within the minimum charge.

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

6. The Union reporter shall be paid at the rates set forth in the schedules below for each typewritten page of transcript containing at least thirteen lines, including title 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. 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 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 are to be delivered to a Principal Reporter the same day as the assignment, and the proofread transcript is to be returned to a Principal Reporter the same day as the assignment, unless otherwise agreed between the Principal Reporter and the Union reporter.

(d) Immediate - Dictation or notes are to be delivered to a Principal Reporter during or immediately following the assignment, and the proofread transcript is to be returned to a Principal Reporter immediately, if proofreading is required.

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) If a Union reporter is notified by a Principal Reporter after 5:15 p.m. (effective November 1, 1972 after 5:00 P.M.) that the Union reporter's morning assignment for the following day has been cancelled, or if the Union reporter is notified by a Principal Reporter after 12:00 noon that the Union reporter's afternoon assignment for the same day has been cancelled, the minimum charge, but no attendance charge, shall be paid to the Union reporter if the Union reporter, in good faith, has made every reasonable effort to secure another assignment for such session and has been unable to get one.

(b) After the Union reporter has left for his assignment, if such assignment is cancelled, postponed or, for any reason, fails to have a record taken by the Union reporter during the scheduled session,

the Union reporter shall be paid the appropriate minimum and attendance charge.

10. Other Side.

(a) On an assignment where the Union reporter is requested to and works for a party other than but not for the originally-scheduled client of the Principal Reporter, 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 Union 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 Union 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 13, 1971, for other than government contract assignments (federal, state, city and local), page rates shall be as follows:

Regular	-	\$ .90
Expedited	-	\$1.00
Daily	-	\$1.10
Immediate	-	\$1.30

(b) Effective November 1, 1972, page rates shall be as follows:

Regular	-	\$ .95
Expedited	-	\$1.05
Daily	-	\$1.15
Immediate	-	\$1.35

(c) Effective November 1, 1973, page rates shall be as follows:

Regular	-	\$ .97 1/2
Expedited	-	\$1.07 1/2
Daily	-	\$1.17 1/2
Immediate	-	\$1.37 1/2

(d) Effective December 13, 1971, for other than government contract assignments, the attendance charge shall be \$7.50 per session except as indicated in 9(a) above.

(e) With respect to Federal Government contract assignments, the effective date of subsections (a) and (d) above shall be December 21, 1971 for all reporting assignments performed on or after said date. With respect

to government contract assignments other than Federal Government contract assignments, the effective date of subsections (a) and (d) above shall be April 1, 1972 for all reporting assignments performed on or after said date. It is further agreed by the Association that it will make such arrangements as are necessary to insure that after the expiration of this Agreement, any future increases for government contract assignments will be effective on the same date as increases applicable to non-government assignments.

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(f) \$15 shall be the minimum charge per morning or afternoon session during the normal work week for all assignments except as indicated in subparagraphs (g), (h), and (i) below, and for any afternoon assignment in the areas set forth in subparagraphs (g), (h), and (i) below, where the same Union reporter has a morning assignment for a Principal Reporter in the same area.

(g) \$17 shall be the minimum charge per morning or afternoon session during the normal work week for assignments that are:

- (i) daily copy
- (ii) in Staten Island
- (iii) in Jersey City or Newark where the assignment is away from the railroad station

- (iv) 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,

- (v) in the following locations and all locations in Westchester County south to the City line:

East Irvington, Elmsford, Harrison, Rye, White Plains.

(h) <sup>19.50</sup>~~\$10.50~~ shall be the minimum charge per luncheon session during the normal work week.

(i) \$29 shall be the minimum charge for any assignment:

- (i) listed in subparagraph (d) above where the Union reporter is precluded from getting another

assignment that day by virtue of the original assignment.

(ii) outside the City of New York but no farther than fifty miles from New York City Hall, excluding the locations listed in subparagraph (d) above and including the following locations:

Amityville, Babylon, Bay Shore, Bellmore, Farmingdale, Freeport, Glen Cove, Hicksville, Huntington, Levittown, Lindenhurst, Massapequa, Massapequa Park, Merrick, Northport, Oyster Bay, Westbury, Harmon, Haverstraw, Hawthorne, Mount Kisco, Ossining, Peekskill, Pleasantville, Port Chester.

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

(k) Night, Weekend and Holiday Minimum Charges

(i) \$26 shall be the minimum charge for any night assignment during the normal work week.

(ii) \$21 shall be the minimum charge for any morning or afternoon assignment on Saturday.

(iii) \$3<sup>00</sup> shall be the minimum charge for any assignment on Saturday night, Sunday or holiday morning or afternoon assignment. The holidays are: Christmas, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day and Thanksgiving Day

(1) The Union reporter shall be paid a fee of \$15 for securing the signature or signatures of a witness or witnesses at one location if required to go to the witness or witnesses for this purpose, or if the Union 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, or if a Principal Reporter is paid for this service regardless of circumstances.

(m) The Union reporter shall be paid a premium of \$.10 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.

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(n) The Union reporter shall be paid a premium of \$.05 per page for any assignment on a Saturday, Sunday or holiday. The Union reporter shall be paid an additional attendance fee of \$7.50 for any session running after 6:00 P.M. and will be paid a premium of \$.10 per page for any pages taken after 6:00 P.M.

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

12. Payment for work performed by the Union reporter shall be made by each Principal Reporter within a reasonable time but not more than twenty-one days from the date of the Union reporter's bill. If the Union 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 Union 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 Union, result in a withdrawal of services from such Principal Reporter for such period of time as may be determined by the Union, provided that each claimed default will be duly

complained of to the Principal Reporter involved and to the Association.

13. On October 31, 1974, each Union reporter who has performed reporting services on a regular basis during the period November 1, 1973 to October 31, 1974 (the third year of this contract) will receive a special payment for miscellaneous expenses of \$52.00. Each Union reporter who has not performed reporting services on a regular basis over this entire period from November 1, 1973 to October 31, 1974 will receive such payment on October 31, 1974 at the rate of \$1.00 per week for every week during this period that he has performed reporting services on a regular basis.

14. Each Principal Reporter agrees to deduct from the first bill paid a reporter each month, the reporter's dues and initiation fee and forward such collection to the Union office no later than ten (10) days thereafter, provided such reporter has authorized such deduction in writing and in such form as required by law. The foregoing shall be applicable only to those reporters who normally and customarily perform services for a particular Principal Reporter on a regular basis. The Union agrees that it will submit to the Association a list of reporters showing the Principal Reporter's office for whom such reporters normally and customarily perform services on a regular basis. The accuracy of such list shall be subject to mutual agreement between

the Union and the Association.

SECTION V - Adjustment of Grievances

1. The parties agree to the establishment of a joint Association-Union committee to deal with problems of a continuing nature for the parties and the industry and to the appointment of Eric Schmertz as permanent chairman to handle grievances and, if necessary, to arbitrate such grievances promptly. Mr. Schmertz's fees shall be paid for equally by the parties.

2. Should differences, disputes or grievances arise under this Agreement between the parties hereto, or between a Principal Reporter and a Union 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, except as provided in Section IV, Paragraph 12 above, but they shall be taken up and adjusted in the following manner:

(a) First, by negotiation between the Association and a representative of the Union.

(b) Failing adjustment in the above step, the dispute shall be referred immediately to Mr. Schmertz for final and binding resolution. If Mr. Schmertz is unable to serve as arbitrator of a

particular dispute, then either party, upon written notice to the other, may request the American Arbitration Association to appoint an arbitrator in accordance with its industrial arbitration procedure then prevailing. The fees of such arbitrator shall be paid for equally by the parties. The arbitrator's award, just as in the case of an award by Mr. Schmertz, shall be final and binding upon the parties, and an order to that effect may be entered as provided for in the Civil Practice Law and Rules.

3. Upon receipt of a written complaint by a Principal Reporter that an individual Union reporter has violated any provision of this Agreement, the Union shall investigate such complaint and if, after such investigation, it appears that there has been a willful violation of the Agreement, the Union shall file written charges against such Union reporter as provided in the Union's Constitution and Bylaws.

#### SECTION VI - Scope

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

#### SECTION VII - Reciprocal Clause

1. The Union 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 Union shall exhibit to him any and all agreements entered into between the Union and any other Principal Reporter.

#### SECTION VIII - Duration

1. This Agreement shall be effective as of December 13, 1971, and shall continue in effect up to and including October 31, 1974 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, 1974, or in any subsequent year in the event of any renewals hereof, 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. 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.

5. This Agreement is subject to the Economic Stabilization Act of 1970, as amended, and such rules and regulations as are adopted thereunder. In the event that any agency of the Federal Government shall determine that anything in this Agreement is in violation of such Act or rules and regulations, this Agreement will be amended to the extent necessary to comply with such Act and with such rules and regulations.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have set their hands and caused this Agreement to be signed as of December 13, 1971.

LOCAL 840, INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
DIVISION OF SHORTHAND REPORTERS

By: William H. Nuchow  
WILLIAM H. NUCHOW, Secretary-Treasurer

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