



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 9, 2015

Ordinance 18100

Proposed No. 2015-0309.1

Sponsors Dunn, Phillips, Upthegrove and
Dembowski

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and International Association of Fire Fighters,
4 Local 2595 (Paramedics, Emergency Medical Services -
5 Department of Public Health) representing employees in
6 the department of public health; and establishing the
7 effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between
10 King County and International Association of Fire Fighters, Local 2595 (Paramedics,
11 Emergency Medical Services - Department of Public Health) representing employees in
12 the department of public health, which is Attachment A to this ordinance, is hereby
13 approved and adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2015, through and including December 31, 2017.
16

Ordinance 18100 was introduced on 8/17/2015 and passed by the Metropolitan King
County Council on 9/8/2015, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Lambert,
Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 19th day of September 2015.



← Dow Constantine, County Executive

Attachments: A. Agreement between International Association of Fire Fighters, Local 2595 and King
County

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AGREEMENT BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2595
AND
KING COUNTY

| | | |
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1 Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following such
2 employment, become and remain members in good standing in the Union or pay agency fee.

3 Provided, that an employee with a bona fide religious objection to union membership and/or
4 association based on the bona fide tenets or teachings of a church or religious body of which such
5 employee is a member shall not be required to tender those dues or initiation fees to the Union as a
6 condition of employment. Such employee shall pay an amount of money equivalent to regular union
7 dues and initiation fee to a non-religious charity mutually agreed upon between the public employee
8 and the Union. The employee shall furnish written proof that payment to the agreed upon non-
9 religious charity has been made. If the employee and the Union cannot agree on the non-religious
10 charity, the Public Employment Relations Commission shall designate the charitable organization.
11 When an employee asserts the right of non-association the employee and Union shall follow the
12 procedure set forth in the Washington Administrative Code.

13 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
14 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
15 of dues as certified by the secretary of I.A.F.F., Local 2595, and shall transmit the same to the
16 treasurer of Local 2595.

17 The I.A.F.F., Local 2595, will indemnify, defend, and hold the County harmless against any
18 claims made and against any suit instituted against the County on account of any check-off of dues.
19 The I.A.F.F., Local 2595, agrees to refund to the County any amounts paid to it in error on account of
20 the check-off provision upon presentation of proper evidence thereof.

21 **Section 4.** The County will require all new employees, hired in a position included in the
22 bargaining unit, to sign a form (in triplicate), which will inform them of the Union's exclusive
23 recognition.

24 **Section 5.** The County will transmit to the Union a current listing of all employees in the
25 bargaining unit within thirty (30) days of request for the same but not to exceed twice per calendar
26 year. Such list shall include the name of the employee, classification, and salary.

27 **Section 6.** The County shall permit the Union to hold Union Meetings and Executive Board
28 Meetings at the Medic One Office, provided such meetings do not interfere with the program

1 operations.

2 **Section 7. Collective Bargaining.** Bargaining Unit Members selected to serve the Union for
3 purposes of Collective Bargaining shall be allowed time off from duty to attend meetings with the
4 County, provided however, that the total cumulative time compensated during meetings does not
5 exceed two (2) hours for every one (1) hour of Collective Bargaining, and provided further, that prior
6 approval is granted by the Division manager.

7 **Section 8. Union Time Off.** Employees representing the Union shall be permitted time-off
8 with pay and benefits to attend Union conferences, seminars, classes and other functions of
9 importance to the Union, provided that the Union provides an acceptable replacement for the
10 position, and that the wage cost to the Employer is no greater than the cost that would have been
11 incurred had the Union representative not taken time-off. The Union shall also provide the Employer
12 written notice at least forty-eight (48) hours before the event (unless an emergency, wherein verbal
13 notice shall be followed by written confirmation) and shall compensate the Employer for overtime
14 costs if the scheduled replacement fails to show for reasons other than those allowed under Article 6
15 Section 4 of this Agreement.

16 **Section 9. Union Officials.** The Department administration shall afford union employee
17 representatives a reasonable amount of time while on duty to consult with appropriate county
18 officials and/or aggrieved employees, provided that the Union representative and/or aggrieved
19 employees contact their immediate supervisors, indicate the general nature of the business to be
20 conducted, request necessary time without undue interference with assignment duties. Time spent on
21 such activities shall be recorded by the Union representative. Union representatives shall not use
22 excessive time in handling such responsibilities.

23 **Section 10. Leave of Absence.** An employee elected or appointed to office in the local of the
24 signatory organization which requires a part of or all of his/her time shall be given leave of absence
25 up to one (1) year without pay upon application.

26 **ARTICLE 3: MANAGEMENT RIGHTS**

27 The Union recognizes that the County has the obligation of serving the public with the highest
28 quality of medical care, efficiently and/or economically meeting medical emergencies. The Union

1 further recognizes the right of the County to operate and manage the division including but not
2 limited to the right to:

- 3 a. require standards of performance and to maintain order and efficiency;
- 4 b. to direct employees and to determine job assignments and working schedules;
- 5 c. to determine the materials and equipment to be used;
- 6 d. to implement improved operational methods and procedures;
- 7 e. to determine staffing requirements;
- 8 f. to determine the kind and location of facilities;
- 9 g. to determine whether the whole or any part of the operation shall continue to

10 operate;

- 11 h. to select and hire employees;
- 12 i. to develop and modify classification specifications of employees;
- 13 j. to promote and transfer employees;
- 14 k. to discipline, demote and discharge employees for just cause, provided, however,

15 the County reserves the right to discharge any employee deemed to be incompetent based upon
16 reasonably related job criteria and exercised in good faith;

- 17 l. to lay off employees for lack of work;
- 18 m. to recall employees;
- 19 n. to require reasonable overtime work of employees;
- 20 o. to promulgate rules, regulations and personnel policies; provided that such rights

21 shall not be exercised so as to violate any of the specific provisions of this Agreement; and

22 p. to define and implement a new bi-weekly payroll system. Implementation of such
23 a system may include a conversion of wages and leave benefits into hourly amounts. The parties
24 recognize King County's exclusive right to make the changes necessary to implement such payroll
25 system, provided that the parties agree to bargain the impact of such change prior to the
26 implementation of such system. The County shall notify the Local in writing when and if the County
27 desires to begin the process of bargaining the impacts of implementing the PeopleSoft payroll system,
28 so that the parties can then make the necessary arrangements to commence the bargaining process.

1 **ARTICLE 4: FURLOUGH DAYS**

2 *Section 1.* Paramedics and Paramedic Supervisors assigned to 24-hour shifts shall receive
 3 furlough days with pay in lieu of vacation and holiday time off with pay as follows:

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| Years of Continuous Service from Date of employment in a bargaining unit position | Monthly Credit | Equivalent Annual Furlough Credit |
|---|-----------------------|--|
| From date of hire into a 24-hour shift assignment to three (3) years of continuous service. | 20 hours | 240 hours (ten 24-hour shifts) |
| More than three (3) years but less than seven (7) years of continuous service. | 24 hours | 288 hours (twelve 24-hour shifts) |
| More than seven (7) years but less than twelve (12) years of continuous service. | 28 hours | 336 hours (fourteen 24-hour shifts) |
| More than twelve (12) years but less than sixteen (16) years of continuous service. | 30 hours | 360 hours (fifteen 24-hour shifts) |
| More than sixteen (16) years but less than twenty (20) years of continuous service. | 32 hours | 384 hours (sixteen 24-hour shifts) |
| More than twenty (20) years but less than twenty five (25) years of continuous service. | 34 hours | 408 (seventeen 24-hour shifts) |
| More than twenty five (25) years of continuous service. | 36 hours | 432 (eighteen 24-hour shifts) |

1 **Section 2.** Paramedic Interns, Paramedic Supervisors and Paramedics assigned to a 40-hour
 2 workweek for one calendar month or more shall accrue vacation time off with pay pursuant to the
 3 following schedule:

| 4 Years of Continuous Service from | 5 Date of employment in a | 6 Annual | 7 Maximum |
|---|----------------------------------|------------------------|-------------------|
| 8 bargaining unit position | 9 Leave Days | 10 Accumulation | 11 Allowed |
| 12 Upon hire through end of Year 5 | 13 12 | 14 480 | |
| 15 Upon beginning of Year 6 | 16 15 | 17 480 | |
| 18 Upon beginning of Year 9 | 19 16 | 20 480 | |
| 21 Upon beginning of Year 11 | 22 20 | 23 480 | |
| 24 Upon beginning of Year 17 | 25 21 | 26 480 | |
| 27 Upon beginning of Year 18 | 28 22 | 29 480 | |
| 30 Upon beginning of Year 19 | 31 23 | 32 480 | |
| 33 Upon beginning of Year 20 | 34 24 | 35 480 | |
| 36 Upon beginning of Year 21 | 37 25 | 38 480 | |
| 39 Upon beginning of Year 22 | 40 26 | 41 480 | |
| 42 Upon beginning of Year 23 | 43 27 | 44 480 | |
| 45 Upon beginning of Year 24 | 46 28 | 47 480 | |
| 48 Upon beginning of Year 25 | 49 29 | 50 480 | |
| 51 Upon beginning of Year 26 and 52 beyond | 53 30 | 54 480 | |

55 Vacation may be used in one-half hour increments, at the discretion of the department director
 56 or division manager.

57 **Section 3.** Furlough accumulation in excess of 576 hours (for shift employees) or 480 hours
 58 (for 40 hour employees) must be used by year end or it will be cashed out at 100% of the current
 59 year's wage rate. "Current" year refers to the year in which the excess accumulation occurred. If
 60 such hours are not cashed out by the last pay date in March of the following year, the employee will
 61 be cashed out at the rate of pay s/he is earning as of the date of the cash out.

62 **Section 4.** Paramedics employed by the County on October 1, 1979, shall have years of
 63 continuous service computed from the date upon which each entered the Paramedic Training Program
 64 which resulted in their present employment.

1 **Section 5.**

2 a. By September 15 of the proceeding year, management shall provide a year-long
3 schedule to the Union which includes changes in the platoon rosters. The Union acknowledges that
4 schedules may be adjusted by the parties annually for the equitable distribution of shifts falling on
5 certain holidays, otherwise, the default scheduling will be as per the regularly schedule platoon
6 assignments.

7 b. On November 1, the annual furlough schedule shall be submitted to management
8 for approval and assignment of Medic X shifts per contractual agreement.

9 c. Prior to December 1, management shall post the actual annual schedule, including
10 Medic X shifts, shifts which may need to be covered by voluntary overtime, and a list, by Paramedic,
11 of UMX days, per Article 9, Section 2c. Paramedics will be granted their requested furlough shifts,
12 provided they can be covered by Medic X shifts or voluntary overtime.

13 Note: If the Union fails to present a complete furlough schedule by November 1,
14 management will complete the schedule, including the assignment of all furlough shifts.

15 **Section 6.**

16 a. There shall be a maximum limit of five (5) furlough shifts granted for the same
17 work shift, provided, however, that during the period of October 1 through December 31 there shall
18 be a maximum limit of six (6) furlough shifts granted for the same work shift. The maximum limits
19 shall be waived in granting unscheduled furlough during the year when the shift is covered by means
20 of transferring hours from a third-person shift or from the UMX pool. There shall be a
21 labor/management meeting annually, by the first week of September to review and adjust these
22 maximum limits as necessary.

23 b. If two or more consecutive shifts of furlough are scheduled, no x-shifts shall be
24 assigned after the last regularly scheduled working day prior to scheduled days off through the period
25 to the next regularly scheduled working day following the scheduled shifts off.

26 c. Any furlough scheduled prior to an unscheduled transfer shall be honored or
27 rescheduled. If furlough cannot be honored or rescheduled, the employee will be compensated at the
28 overtime rate of pay of time and one-half (1-1/2) for any canceled furlough.

1 d. Furlough that has not been scheduled according to the procedures outlined in this
2 Section 5 of this Article will be granted on a first come, first served basis by the Division Manager or
3 his/her designee, provided that the furlough can be covered on a voluntary basis with hours from an
4 UMX or scheduled third-person shift. If the request for unscheduled furlough cannot be covered in
5 this manner, then it may be granted by the Division Manager or his/her designee (again with coverage
6 on a voluntary basis). Unscheduled furlough may be taken in one (1) hour increments with a
7 minimum of three (3) hours (the three (3) hour minimum shall not apply to shift change). In addition,
8 if the Paramedic or Shift Paramedic Supervisor commits to year in advance scheduling of 75% or
9 more of their annual furlough accrual (rounded to the nearest whole shift), he/she may use the
10 residual, in the form of Special Request Furlough, provided that voluntary coverage can be found.
11 The County has the right to reinstate the 72 and 48 hour limitations should the elimination of former
12 language be deemed a problem by the employer.

13 e. For PERS I employees, at the time of retirement, the County will pay the maximum
14 furlough accumulation allowable under the law to the retiring employee. Furlough accumulation in
15 excess of allowable maximum hours must be used by the employee pursuant to this Article prior to
16 the date of retirement or it will be lost.

17 f. The annual furlough schedule submitted by the Union shall contain a minimum
18 number of furlough shifts scheduled each trimester. A ratio of: number of Paramedics/Paramedic
19 Shift Supervisor/30 X 75 shall determine this minimum. Such minimum shall be lowered to a
20 number reached by mutual agreement of the Employer and the Union in those trimesters when new
21 employees are restricted by contract from utilizing furlough. The Union will assign furlough shifts if
22 the minimums are not met. Furlough shifts granted after December 1, pursuant to Section 6d. above,
23 will not be counted toward furlough shift minimums.

1 **Section 7.** Paramedic Supervisors and Paramedics assigned to a 40-hour workweek for one
 2 calendar month or more shall observe the following holidays:

| | | |
|----|----|-----------------------------------|
| 3 | | |
| 4 | 1 | New Year's Day |
| 5 | 2 | Martin Luther King Jr.'s Birthday |
| 6 | 3 | Presidents' Day |
| 7 | 4 | Memorial Day |
| 8 | 5 | Independence Day |
| 9 | 6 | Labor Day |
| 10 | 7 | Veterans' Day |
| 11 | 8 | Thanksgiving Day |
| 12 | 9 | Day after Thanksgiving |
| 13 | 10 | Christmas Day |
| 14 | 11 | Two (2) Personal Holidays |
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14 Veteran's Day, Martin Luther King Jr.'s Birthday, and the day after Thanksgiving are
 15 recognized as holidays by King County and shall result in the Paramedic Supervisors having the day
 16 off or receiving an additional vacation day as determined by the Employer; provided that they must
 17 be on a pay status the day prior to and or the day following a holiday to be eligible for vacation day
 18 credit. If a holiday falls on a Saturday, the Friday before will be the paid holiday. If a holiday falls
 19 on a Sunday, the Monday following will be a paid holiday.

1 **Section 8.** Employees required to work on the following Holidays shall be paid one and one-
2 half times their regular hourly rate of pay for hours worked on those days:

| | | | |
|----|----|-----------------------------------|---------------------------|
| 3 | 1 | New Year's Day | January 1st |
| 4 | 2 | Martin Luther King Jr.'s Birthday | Third Monday in January |
| 5 | 3 | Presidents' Day | Third Monday in February |
| 6 | 4 | Memorial Day | Last Monday in May |
| 7 | 5 | Independence Day | July 4th |
| 8 | 6 | Labor Day | First Monday in September |
| 9 | 7 | Veterans' Day | November 11th |
| 10 | 8 | Thanksgiving Day | Fourth Thursday in Nov. |
| 11 | 9 | Day after Thanksgiving | |
| | 10 | Christmas Day | December 25th |

12 **Section 9.** After employees are in a leave without pay status for more than one (1) month (i.e.
13 10 consecutive shifts) they will no longer accrue furlough for the unpaid hours. Any leave accrual
14 that occurs while an employee is on leave without pay status will be held in abeyance and will not
15 become effective until such time as the employee has returned to paid status for 30 consecutive
16 calendar days.

17 **ARTICLE 5: CONTINUING EDUCATION**

18 It is the responsibility of all paramedic personnel to meet the University of Washington
19 School of Medicine, Harborview Medical Center requirements for Continuing Medical Education
20 (CME). As a condition of employment, it is necessary for the employees to maintain certification as
21 a Physician Trained Mobile Intensive Care Paramedic (MICP) in King County, Washington. The
22 EMS Division is responsible for providing the required training or identifying sufficient opportunities
23 to bargaining unit members in order to attain their required CME hours. The King County Medic
24 One Training Officer is responsible for notifying paramedics, in a timely manner, of opportunities to
25 acquire CME credit whenever they receive notice of such opportunities. Failure to satisfactorily
26 complete the required number of hours of CME in a timely manner will result either in disciplinary
27 action or separation from employment for failure to meet these minimum qualifications.

28 Exceptions to this may occur due to prolonged sick leave, on the job injuries, uniformed

1 service activation or other circumstances beyond the employee's control that preclude the employee
2 from completing the required training in a timely manner. These exceptions will be granted on a
3 case-by-case basis at the discretion of the Medical Services Administrator (MSA) or his or her
4 designee and the King County Medic One Medical Program Director (MPD).

5 Employees that remain in an off duty status that exceeds 90 (ninety) continuous calendar days
6 may be required to undergo a re-entry orientation that is mutually agreed upon by the County and the
7 Union.

8 The parties share an interest in providing exceptional services to the citizens of King County.
9 Quality training is necessary to assure that such services are provided. The parties agree that the
10 number of CME credits required by the MPD and King County are subject to change. The parties
11 also understand that the specific courses required by King County, including but not limited to the
12 quality, content and quantity, location and scheduling of such courses, are subject to change. The
13 parties agree that such requirements and such changes are entirely at the discretion of King County,
14 and King County is under no obligation to bargain such changes, except as required by law. King
15 County will, of course, notify employees immediately of any change in CME requirements.

16 Bargaining unit members, whenever possible, shall attend such courses while on duty. The
17 County reserves the right to provide on-line training. When off duty attendance is approved for
18 required training by the County, the employee shall be paid 1-1/2 (one and one half) his or her regular
19 rate of pay for the hours in attendance. There will be no pay for travel time except as required by
20 Federal or State law. Reimbursement for parking will be provided pursuant to County policy.
21 Paramedics shall only be compensated for attending required training and "Tuesday Series" (Sec. 1.a)
22 below).

23 The parties agree to the following conditions for approving CME:

24 **1. Pre-approved CME:**

25 **a) Tuesday Series:**

26 King County Paramedic Training offers regular training on the first Tuesday of the month for
27 10 (ten) months of every year. This training is considered pre-approved and shall be compensated at
28 1-1/2 (one and one half) times the regular rate of pay for employee's who attend these courses on off-

1 duty status. Tuesday series is not approved for overnight accommodation under any circumstances.

2 **b) Training that does not require overnight accommodation:**

3 Training that qualifies for the purposes of CME in King County and does not require
4 overnight accommodation shall be considered pre-approved (provided the employee has complied
5 with applicable King County procedures) for those who have not completed their annual CME
6 requirements and who are selected for attendance by the MSA or his or her designee. Employees
7 should submit a request to attend such training, in writing, to the Medic One Training Division and
8 the selection of those permitted to attend will be based upon the timeliness of the request, the need for
9 additional CME during the certifying period and any reasonable staffing and budgetary criteria
10 established by the County.

11 Training courses that are budgeted for annually shall be posted as soon as possible so that all
12 paramedics are afforded the opportunity to attend. The County agrees to make every effort to
13 equitably distribute these opportunities among all of the Paramedics to the degree possible and within
14 the established budget for these events.

15 The intent of this language is that requests to attend "Pre-approved" classes are to be
16 expedited.

17 **2. Training that requires overnight accommodations:**

18 Authorization for any overnight travel for the purpose of CME training is not granted by way
19 of this Agreement. All training that involves an overnight accommodation is entirely within the
20 discretion of King County Public Health/Emergency Medical Services Division to grant or deny, and
21 is subject to the rules set forth by King County.

22 If a request for training that requires an overnight stay is granted, it shall not be precedent-
23 setting, and past practice with respect to the training allowed and the number of people allowed to
24 attend shall have no bearing on future decisions or requests.

25 **3. Education Incentive:**

26 Additional courses not addressed above shall be reimbursed (not paid in advance) by the
27 Emergency Medical Services (EMS) Division for up to a maximum of \$1,500.00 (one thousand five
28 hundred dollars) annually per employee subject to the availability of EMS funds. To qualify, the

1 employee must submit the request for course(s) in advance to be pre-approved by management. The
2 course(s) must be relevant to the position to include General University Required (GURs) courses
3 leading to a degree in a related field. Reimbursement will occur once the employee provides proof of
4 successful completion of the course(s).

5 **4. Continuing Education:**

6 The parties further recognize that there are other types of training and/or education that are
7 required but which may not be categorized as "medical" education. When such educational
8 opportunities are required by the County, they are considered pre-approved and shall be governed by
9 the provisions set forth above.

10 **ARTICLE 6: SICK LEAVE**

11 **Section 1A.** Regular full-time employees shall accrue sick leave benefits at a monthly rate of
12 12 hours per month for each month in County service; except that sick leave shall not begin to accrue
13 until the first of the month following the month in which the employee commenced employment.

14 The employee is not entitled to sick leave if not previously earned.

15 **Section 1A(i).** Upon conversion to a bi-weekly pay system, regular full-time employees
16 assigned to a 24-hour shift based schedule shall accrue sick leave benefits at a rate of 5.54 hours per
17 biweekly pay period for each pay period of County service, not to exceed 144 hours annually. The
18 employee is not entitled to sick leave if not previously earned.

19 **Section 1B.** Paramedic Supervisors and Paramedics assigned to a forty (40) hour workweek
20 for one calendar month or more shall accrue sick leave benefits at a rate of ten point four (10.4) hours
21 per month for each month of County service.

22 **Section 1B(i).** Upon conversion to a bi-weekly pay system, Paramedic Supervisors,
23 Paramedics, and Paramedic Interns assigned to a forty (40) hour workweek shall accrue sick leave
24 benefits at a rate of 0.0600 per hour for each hour in regular pay status, not more than 124.8 hours
25 annually.

26 **Section 2.** Except as otherwise provided by law, sick leave must be used in one-half hour
27 increments.

28 **Section 3.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

1 **Section 4.** Employees are eligible for payment on account of illness for the following
2 reasons:

- 3 a. Employee illness;
- 4 b. Noncompensable injury of an employee (e.g., those injuries generally not eligible
5 for worker's compensation payments);
- 6 c. In accordance with Family Medical Leave as provided by King County ordinance
7 and relevant state and federal law;
- 8 d. Employee exposure to contagious diseases and resulting quarantine;
- 9 e. In accordance with the Washington State Family Care Act;
- 10 f. Up to twenty-four (24) hours of sick leave may be used by regular full time
11 employees within seven (7) days of the birth or adoption of their child.

12 Sick leave may be used for medical, dental or optical appointments only in cases of
13 emergency. Otherwise such appointments shall be scheduled during off-shift hours. Department
14 management is responsible for the proper administration of this benefit. Verification of illness from a
15 licensed healthcare provider appropriate to the illness may be required for any requested sick leave
16 absence.

17 **Section 5.**

18 a. In cases of family care or death where no sick leave benefit is authorized or exists,
19 an employee may be granted furlough or leave without pay, pursuant to King County rules and State
20 or Federal law.

21 b. In the application in any of the foregoing provisions, furlough or regular days off
22 falling within the prescribed period of absence shall not be charged.

23 **Section 6.** 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. Should the employee resign in good standing and return to the County within two (2)
26 years, accrued sick leave shall be restored.

27 **Section 7.** County employees who have at least five (5) years County service and retire as a
28 result of length of service or who terminate by reason of death shall be paid an amount equal to

1 thirty-five percent (35%) of their unused, accumulated sick leave, without a maximum. All payments
2 shall be based on the employee's base rate.

3 **Section 8.** Employees injured on the job may not simultaneously collect sick leave and
4 workers' compensation payments in a total amount greater than the net regular pay of the employee.

5 **Section 9. Bereavement Leave.**

6 a. Twenty-four (24) hour shift employees shall be entitled to forty-eight (48) hours of
7 bereavement leave per occurrence due to death of members of their immediate family. For purposes
8 of this section, "immediate family" means spouse, child, parent, en loco parentis, son-in-law,
9 daughter-in-law, grandparent, sibling, domestic partner, and the child, parent, sibling, grandparent or
10 grandchild of the spouse or domestic partner.

11 b. Forty (40) hour employees shall be entitled to three (3) days of bereavement leave
12 per occurrence.

13 c. Twenty-four (24) hour shift employees who have exhausted their bereavement
14 leave shall be entitled to use sick leave in the amount of one shift (twenty-four (24) hours).

15 d. Forty (40) hour employees who have exhausted their bereavement leave shall be
16 entitled to use sick leave in the amount of one regular day of sick leave.

17 **Section 10.** An employee who is unable to perform his/her regularly assigned duties because
18 of work or non-work related disability that is not incapacitating may accept an assignment by the
19 Division Manager or his/her designee, in coordination with the Human Resources Division of the
20 Department of Executive Services, to other tasks necessary to the operation of the King County
21 Medic One program. Employees accepting such assignments may be reassigned to a forty (40) hour
22 for forty-eight (48) hour workweek (40/48) and have the option if approved by the employee's
23 physician, to work an alternative work schedule and shall be compensated for all such hours at his/her
24 straight-time hourly rate in lieu of sick leave benefits.

25 **Section 11. Special Sick Leave.**

26 a. For employees that have exhausted his/her regular sick leave, no more than thirty
27 six (36) hours of sick leave will be placed in a sick leave bank for each individual industrial insurance
28 benefit claim.

1 **Section 12. Industrial Leave Benefit Supplement.** All newly hired Paramedics and
2 Paramedic Supervisors shall be provided with either up to 192 hours, not to exceed six calendar
3 months, for shift paramedics and shift paramedic supervisors or up to 184 hours, not to exceed six
4 calendar months, for forty hour employee's of benefit supplement, depending on shift assignment,
5 which shall be used only to supplement the employee's industrial insurance benefit should the
6 employee be injured on the job during his or her first calendar year on the job in accordance with the
7 supplemental disability leave provisions of state law. The benefit supplement shall begin on the sixth
8 calendar day from the date of injury or illness which entitles the employee to benefits under RCW
9 51.32.090. The benefit supplement for PERS eligible employees shall be administered pursuant to
10 RCW 41.40. For the purpose of this section, the day of injury shall constitute the first calendar day.
11 In the event there is no regular sick leave, the benefit supplement shall be immediately available for
12 each incident of on-the job injury. During the second year of employment, and for all succeeding
13 years, all Paramedics and Paramedic Supervisors shall be provided either up to 192 hours, not to
14 exceed six calendar months, for 24-hour employees or up to 184 hours, not to exceed six calendar
15 months, for non shift paramedics of benefit supplement, depending on shift assignment, which shall
16 only be utilized in the circumstances as herein described. It is understood by the parties the benefit
17 supplement is the maximum an employee may use for each incident. The benefit supplement is non-
18 cumulative, but is renewable annually.

19 This section shall be interpreted consistent with Article 11 Section 3.

20 **ARTICLE 7: WAGE RATES**

21 **Section 1A.** The Union acknowledges an impact on the Employer due to a previous court
22 ruling on the FLSA 7k exemption and agrees to a waiver of three and one-half percent (3.5%) (of
23 parity) of the regular wages negotiated by comparing I.A.F.F. 2595's wages to comparables agreed
24 upon by both parties. It shall be the intent and purpose of the Union to abide by this waiver in future
25 negotiations barring change in either the court's interpretation of the 7k exemption or the hours
26 worked per week by the employee group as a whole.

27 **Section 1B. 2015, Wages.** Effective January 1, 2015. The base hourly wage rates in effect
28 on December 31, 2014 shall be increased by 5%. Payment of this increase shall be implemented in a

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1 lump sum payment made as soon as practical after the parties' full ratification of this Agreement by
2 multiplying 5% times all wages earned in retro-eligible pay codes (e.g., not to include one-time or flat
3 payments such as clothing allowance) from January 1, 2015 through December 31, 2015, inclusive of
4 those dates.

5 **Section 1C. 2016, Wages.** Effective January 1, 2016, the base hourly wage rates in effect on
6 December 31, 2015 shall be adjusted in accordance with the Consumer Price Index for Urban Wage
7 Earners and Clerical Workers (CPI-W) for Seattle-Tacoma-Bremerton (the percentage increase from
8 June 2014 to June 2015), with no floor and no ceiling, which produces a wage increase. If the timing
9 of implementation of this increase requires any retroactive application, payment of this increase shall
10 be implemented in a lump sum payment in accordance with the method outlined for 2015 in Section
11 1B of this article for all retro-eligible earnings.

12 **Section 1D. 2017, Wages.** Effective January 1, 2017, the base hourly wage rates in effect on
13 December 31, 2016, shall be adjusted in accordance with the Consumer Price Index for Urban Wage
14 Earners and Clerical Workers (CPI-W) for Seattle-Tacoma-Bremerton (the percentage increase from
15 June 2015 to June 2016), with no floor and no ceiling, which produces a wage increase. If the timing
16 of implementation of this increase requires any retroactive application, payment of this increase shall
17 be implemented in a lump sum payment in accordance with the method outlined for 2015 in Section
18 1B of this article for all retro-eligible earnings.

19 **Section 1E.** The hourly wage rates for Paramedics assigned to a forty (40) hour workweek
20 position shall be the annual Paramedic salary (hourly rate X 2448) divided by 2080 hours per year as
21 reflected in the wage addendum, Addendum A.

22 **Section 1F.** The hourly wage rate of Paramedics assigned as Field Training Officers (FTO's)
23 shall be the applicable hourly wage rate of Paramedics plus five (5) percent for those hours on regular
24 duty when they are directly supervising and training new hires on probation. This additional pay is
25 considered temporary and does not represent a promotion. FTO pay shall also apply when an FTO is
26 assigned to the direct supervision of an employee involved in the process of reentry or remedial
27 training.

28 **Section 1G.** Effective January 1, 2012, Paramedics assigned and working as Paramedic Shift

1 Trainers shall receive a premium of fifty dollars per bi-weekly pay period.

2 **Section 2.** The hourly wage rates for Paramedic Supervisors (MSOs) assigned to a 40-hour
3 workweek position shall be as stated in the wage addendum, Addendum A. Forty (40)-hour
4 paramedic supervisors (MSOs) shall also receive an additional premium equal to three and one half
5 percent (3.5%) of the MSO wage rate for all hours worked as a 40 (forty) hour non-shift paramedic
6 supervisor (MSO as outlined in Addendum A.

7 **Section 3.** The hourly wage rates for Paramedic Supervisors assigned to twenty-four (24)
8 hour shifts shall be the applicable Paramedic hourly wage rates plus fifteen percent (15%).

9 **Section 4.** The hourly wage rate for paramedic supervisor MSO Operations (MSO # 2) shall
10 be the forty (40) hour Paramedic Supervisor MSO wage rate referred to in Section 2 above, plus five
11 percent (5%). This replaces the 5% "lead" pay the Operations MSO received prior to the effective
12 date of this contract.

13 **Section 5.** Twenty-four (24) hour shift Paramedics who are taken off their normal shift and
14 assigned to work a forty (40) hour day shift for one (1) workweek (five (5) consecutive days) or
15 more, pursuant to Article 9 Section 3 of this agreement, shall be paid consistent with their forty (40)
16 hour assignment, including the three and one-half percent (3.5%) premium referred to in Article 7
17 Section 2 above.

18 **Section 6.** Each paramedic will receive an annual clothing allowance of \$600.00, before
19 appropriate individual payroll taxes, for the purchase of authorized uniform clothing. An additional
20 one-time expenditure of \$100, subject to appropriate individual payroll taxes, shall be allocated for an
21 employee who by virtue of classification change is required to purchase new uniform items.
22 Paramedics can receive reimbursement for personal protective eyewear. To be eligible for
23 reimbursement for eyewear, purchases must be substantiated by receipts. Maintenance of such
24 uniforms is the responsibility of the employee. Paramedics will be provided with personal protective
25 equipment (PPE), (pursuant to King County Medic One Uniform Policy).

26 **Section 7.** Personal property damaged in the line of duty will be repaired or replaced at
27 Employer expense to a maximum cost of \$250.00 per incident.

28 **Section 8.** If through no fault or negligence (i.e. reasonable risk management precautions are

1 taken) on the part of the employee, County property that is lost or stolen shall be replaced by the
2 County at no expense to the employee.

3 **ARTICLE 8: OVERTIME**

4 **Section 1.** Except as otherwise provided in this Agreement, all employees shall receive one
5 and one-half (1.5) times the regular hourly rate for hours worked in excess of forty (40) hours per
6 week.

7 **Section 1A.** Shift Paramedic Supervisors may be assigned to cover non-supervisory
8 Paramedic vacancies during their regular hours of work at straight time. Forty (40)-hour (non-shift)
9 Paramedic Supervisors may be assigned to cover Shift Paramedic Supervisor vacancies during the
10 forty (40) hour week at the appropriate hourly rate. It is intended that this use of forty hour
11 Paramedic Supervisors will be of a temporary nature, normally not to exceed four (4) hours. Also see
12 Article 9 Section 9 and wage addendums.

13 **Section 2.** For the purpose of administering this section, "callout" is defined as situations
14 where a paramedic is called into work and has actually made an effort at coming to work. A
15 minimum of three (3) hours at the overtime rate shall be allowed for each callout except employees
16 called out to perform Paramedic duties in outlying areas of King County, shall be compensated at one
17 and one-half (1.5) times the regular hourly rate, for the actual time worked (and shall not receive the
18 three (3) hour minimum). Where such overtime exceeds three (3) hours, the actual hours worked
19 shall be allowed at the overtime rate.

20 a. Callout pay may apply to cancellation of Continuing Medical Education (CME/CE)
21 as follows:

22 i. The amount of callout pay time will equal the scheduled duration of the
23 CME/CE course, up to a maximum of three hours;

24 ii. Management shall determine the educational events which qualify for
25 callout pay and shall provide a list of such events; and

26 iii. In order for an employee to be eligible for callout pay for a cancelled
27 CME/CE, the employee must have signed up at least one day in advance of the event.

28 **Section 3.** All overtime shall be authorized by the Department Director or his/her designee in

1 writing.

2 **Section 4.** Emergency work at other than the normal scheduled working hours, or special
3 scheduled work hours shall be credited as overtime. In the event this overtime work is accomplished
4 prior to the normal working hours and the employee subsequently works his/her regular shift, his/her
5 regular shift shall be compensated at regular time.

6 **Section 5.** Off duty court time required as a result of an employee's work assignment shall be
7 compensated at a minimum of two (2) hours; said time to be computed from the time the employee
8 leaves his/her home for court, including any time spent securing evidence or other material necessary
9 for the court appearance, to the time he/she returns to his/her home, such time to be computed using
10 the most direct route available.

11 **Section 6.** Overtime that occurs as a result of vacations or illness or any other absence that
12 results in a position that will have to be filled by a Paramedic or Paramedic Supervisor working
13 overtime shall be filled by an off-duty Paramedic or Paramedic Supervisor from the established off-
14 shift availability list which shall operate per this contract and written policy.

15 **Section 7.** There shall be no practice of compensatory time earned except by mutual
16 agreement between the employee and the employer. Compensatory time shall be earned at the rate of
17 one and one-half (1.5) times the regular rate.

18 **Section 8.** Hold-over time worked as an extension of a regular working shift shall be paid at
19 time and one-half (1.5) the regular hourly rate to the next even one-half hour time period. Employer-
20 authorized training overtime shall be paid for the actual time worked (to the next one-tenth of an
21 hour).

22 **Section 9. Special Events on Holidays.** Pursuant to the parties' February 14, 2008 Letter of
23 Understanding, bargaining unit members providing Advanced Life Support Services to agencies
24 which have contracted with King County Medic One will receive a minimum of 7 hours of
25 compensation at the overtime rate and twice the normal base rate of pay for all compensated hours of
26 work performed on County holidays (as listed in King County Code 3.12.230).

27 **ARTICLE 9: HOURS OF WORK**

28 **Section 1.** The regularly scheduled working hours of paramedics and shift paramedic

1 supervisors affected by this Agreement shall be 2,448 hours on an annualized basis (equivalent to an
2 average of forty-seven and eight hundredths (47.08) hours per week.

3 **Section 1A.** Employees who work hours previously approved as vacation, furlough or sick
4 leave will have those hours converted to the appropriate type and rate of pay, and will not be applied
5 to the applicable leave balance.

6 **Section 2.**

7 a. Effective January 1, 1993 Paramedics and Paramedic Supervisors assigned to
8 twenty-four (24) hour shifts shall be assigned to one of four (4) shift platoons. Assignment to
9 platoons will be made by the County at the discretion of the County.

10 b. The work schedule for Paramedics and Paramedic Shift Supervisors shall be as
11 follows: one (1) twenty-four (24) hour shift on, one (1) twenty-four (24) hour shift off, one (1)
12 twenty-four (24) hour shift on, followed by five (5) consecutive twenty-four (24) hour periods off.
13 The above cycle is repeated ad infinitum, provided that implementation of the above schedule within
14 a calendar year period may result in the scheduling of either more or less than ten (10) additional
15 shifts in order to arrive at the total of 102 shifts within the calendar year period. Shift employees
16 added during the calendar year shall have their Medic X shift assignment prorated. Prorated Medic X
17 hours shall be assigned as Medic X shifts and/or UMX shifts in accordance with the provisions of this
18 contract. Partial Medic X shifts shall be assigned as UMX shifts. These regular and extra shifts shall
19 not be scheduled in such a manner as to cause the employee to work more than three (3) shifts (72
20 hours) in any eight-day (192 hour) period, additionally providing that no more than four (4) Medic X
21 shifts be scheduled in any sixty (60) consecutive day period; and, providing further that no more than
22 two (2) Medic X shifts be scheduled in any consecutive thirty (30) day period during the calendar
23 year unless there is mutual agreement by both parties. To the extent an employee's approved
24 furlough interferes with the scheduling of that employee's Medic X shifts, management may request
25 that employee to work Medic X shifts at more frequent intervals. Medic X shifts shall not be
26 assigned on the following days for the purpose of filling furlough requests without the written
27 agreement of the employee assigned: Easter, July 4, Thanksgiving Day, Christmas Eve, and
28 Christmas Day. The employees agree to hold management free of liability for failure to assign a

1 Medic X shift to cover a furlough request for any of the above days.

2 c. The Employer shall establish a pool of UMX shifts that cannot be assigned except
3 as third-person shifts due to contractual restrictions on Medic X scheduling or an absence of open
4 and/or scheduled furlough shifts. This pool shall contain up to a maximum of two times the number
5 of Paramedics employed at the time of the assignment of Medic X shifts as of December 1st.
6 Individual Paramedics shall be given no more than two UMX shifts each and these shall be
7 distributed as evenly as possible among the four platoons. Dates of open shifts will be offered as
8 illness, disability, scheduled and unscheduled furlough or the departure of an employee create open
9 shifts. Paramedics with UMX shifts shall choose a date or dates from those offered to complete their
10 contractual requirements in Article 9, Section 2b. The Employer shall review the UMX pool and
11 shall use the following formulas, if necessary, to reduce the number of UMX shifts in the pool to
12 meet the limits as set forth below:

13 **1) April 1:** The Employer shall assign to open shifts or as third-person shifts the
14 difference, if any, between fifty percent (50%) of the number of UMX shifts in the December 1 pool
15 and the number of UMX shifts worked (and scheduled to work) as of this date. Additionally, or in
16 conjunction with the above assignment; for each employee who still has more than twenty-four (24)
17 hours of UMX time remaining as of this date, the employer shall assign one shift to an open shift or
18 to a third-person shift. Partial shifts may be assigned by mutual agreement.

19 **2) August 1:** Assign the remaining UMX shifts or portions of shifts to open shifts or
20 as third-person shifts.

21 The above third-person assignments shall be scheduled so as not to interfere with employees'
22 scheduled furloughs in accordance with the provisions in Article 4.

23 **d.** Throughout the year the Employer may offer Paramedics and Shift Paramedic
24 Supervisors assigned third-person shifts the option of transferring to an open shift as these become
25 available. In order to promote flexibility in scheduling UMX shifts, or rescheduling third person
26 shifts, partial increments of twenty-four (24) hour shifts may be utilized by mutual agreement of both
27 parties. Two (2) twenty-four (24) hour shifts of UMX time are to be used on a Primary Medic
28 Unit/MSO 1 or for training or, provided there is mutual agreement, for any other purpose. Partial

1 increments of twenty-four (24) hour shifts may be utilized at the employee's discretion, or will be
2 scheduled per Article 9 Section 2c.1) and 2c.2) of this agreement above.

3 A UMX shift assigned as a third person shift may be converted to a furlough day off by
4 mutual agreement of both parties.

5 Employees scheduled for a third-person shift may reschedule to another open shift and will
6 receive three hours of furlough credit per every 12 hours of scheduled time, provided the employee
7 requests the schedule change no earlier than the employee's immediately preceding regularly
8 scheduled shift. This credit will be applied in the pay cycle following the cycle in which the third-
9 person shift was scheduled.

10 **Section 2A. Standard Workweek.** The FLSA workweek for both shift employees and 40
11 hour employees shall be as determined by King County. The standard hours of work for a Paramedic
12 Supervisor or a Paramedic assigned to a forty (40) hour workweek shall consist of five (5)
13 consecutive standard workdays not to exceed eight (8) hours each workday and not to exceed forty
14 (40) hours per week, Monday through Friday inclusive. Paramedic Supervisors or Paramedics who
15 are subject to call out during their meal period shall work an eight (8) hour day inclusive of the meal
16 period. No overtime will be paid for the meal period. Paramedic Supervisors and Paramedics not
17 subject to call out during their meal period shall work an eight (8) hour day exclusive of a one (1)
18 hour meal period.

19 **Section 2B.** Notwithstanding the provisions of Section 2A. above, there may be established a
20 workweek consisting of four (4) consecutive workdays of ten (10) consecutive hours each workday
21 for Paramedics assigned to a 40 hour workweek subject to approval by the County based on
22 workplace needs. Any established four/ten workweek shall provide for three (3) consecutive days
23 off, one of which shall be a Saturday and/or a Sunday.

24 **Section 3.** Modification of the above work schedule shall be allowed, including a light duty
25 assignment when required by program needs, or upon request by any employee in the bargaining unit
26 wishing to work a modified work schedule, provided there is prior written agreement between the
27 Employer and the Employee and with the concurrence of the Union. Applicable benefits and
28 contractual obligations shall be prorated. Paramedics assigned to work a 40 hour shift on a temporary

1 basis shall be paid consistent with Article 7 Section 5 of this agreement.

2 In the event of an emergency situation (one which cannot reasonably be anticipated through
3 the use of planning) resulting in an open shift, or portion of a shift, in the staffing of Paramedic units
4 or Shift Paramedic Supervisor positions, the following procedures shall be utilized in the order listed
5 below in Section 4. Being "Registered" shall mean having completed an off-shift registration form or
6 automated scheduling program in use making oneself available to work a shift or portion of a shift.

7 Call up policy shall dictate the precise procedures for filling a shift or portion of a shift.

8 ***Section 4. Extra Duty Coverage for Both Paramedics and Paramedic Supervisors (MSOs).***

9 All extra duty coverage (includes vacancies created by sick outages, uncovered furlough
10 request, special event standby, etc., but not X and UMX day assignments) for Paramedics and
11 Paramedic Supervisors shall be filled pursuant to the Medic One callback policy.

12 The procedure used for contacting employees shall be defined by policy. All employees are
13 eligible to accept extra-duty work assignments for which they are qualified, provided the extra-duty
14 work assignments do not conflict with regularly scheduled hours of work. All employees may accept
15 extra-duty assignments at the overtime rate while on approved furlough with the commensurate
16 adjustment made to the vacation balance. Those employees who might not have otherwise have been
17 eligible for Special Request Furlough pursuant to Article 4 of this agreement shall be eligible to
18 utilize these adjusted furlough hours at a future date as a Special Request Furlough (SRF). All
19 paramedics and paramedic supervisors are qualified to fill paramedic positions. All shift paramedic
20 supervisors and acting SPS are qualified to fill shift supervisor positions, provided that an on duty
21 actor or SPS will be bumped up first and the paramedic position filled. The shift actor shall have first
22 priority when the shift supervisor is absent. Any shift supervisor or actor on duty shall then be
23 bumped up to fill the vacant shift supervisor position.

24 Any employee wishing to be contacted to work extra-duty assignments shall be registered.
25 The individual with the lowest number of OT hours per the established policy shall be awarded the
26 shift and shall indicate upon accepting the shift whether said shift will be worked as UMX or as
27 overtime. All UMX hours must be worked prior to being eligible for overtime compensation for
28 those registered on the off shift availability list. Employees not registered off the list shall be offered

1 the work based upon their cumulative hours of overtime worked to date for the calendar year. The
2 responding employee with the least number of cumulative extra-duty hours worked to date will be
3 assigned the work. In the event that coverage cannot be solicited from employees on the list, all
4 employees will receive an "All Call" to offer the work. The qualified employee who responds to the
5 "All Call" with the lowest cumulative extra-duty hours worked will be assigned the work.
6 Employees hired mid-year will be given a prorated number of cumulative overtime hours based upon
7 the highest number of extra-duty hours worked to date by any employee.

8 When an "all call" page is made to members of the bargaining unit, pursuant to this section,
9 and such page fails to secure a volunteer for the work in question, a second "all call" page will be
10 made. If the second page also fails to secure a volunteer, a "mandatory warning" call will go out. A
11 "mandatory warning" is a page that states that this is the last opportunity to volunteer for overtime
12 before a mandatory assignment will be made. If no volunteer is secured through this second "all call"
13 page, a mandatory assignment will be made.

14 If a volunteer comes forward after the mandatory assignment has been made, the employee
15 mandatorily assigned will be given the option of either completing the assignment or being replaced
16 by the volunteer, as long as this replacement is in the best interest of the County.

17 The parties agree that the three (3) hour minimum set forth in Article 8, Section 2 does not
18 apply to shift extensions or to the mandatory overtime assignments. Such assignments are not
19 considered "call outs" under this Article.

20 **Section 5.** Shift changes or any portion of a shift change in scheduled shifts may be
21 exchanged on an equal basis between the Paramedics involved (or between the Paramedic
22 Supervisors and the Acting Shift Paramedic Supervisors involved), subject to approval of the County
23 and with no premium payment allowed. Pay back dates shall be in the same year as the requested
24 trade with the exception of trades made after the publication of the actual annual schedule.

25 **Section 6.** The employer agrees to an Early Relief program for all employees covered by this
26 Agreement. Early relief is to be provided by means of trade on a position-for-position basis with a
27 notification to the MSO.

28 **Section 7.** Training and drill hours for two (2) person Primary Response Crews shall be from

1 one (1) hour after shift change and for eight (8) hours thereafter. The total number of scheduled
 2 hours for Training and Drill shall not normally exceed four (4) hours per shift for Primary Response
 3 Crew. For purposes of this section, training is defined to include those subjects that pertain to
 4 Advanced Life Support as defined in R.C.W. 18.73 as may be amended.

5 **Section 8.** Employees shall not be required to perform duties not related to Primary Response
 6 requirements and readiness between the hours of 1800 hours and shift change.

7 **Section 9. Overtime Rates.** Hourly overtime (OT) rates for overtime hours worked by
 8 overtime-eligible employees shall be set as required by law. Premiums shall be included in the
 9 hourly OT rate to the extent required by law only. The 3.5% premium for 40 hour MSOs is a “non-
 10 shift” premium (or a “shift differential” under the FLSA). When an MSO is not working the 40 hour
 11 schedule, s/he is not eligible for such premium.

12 Overtime hours worked by a 40-hour non-shift employee which are directly related to his/her
 13 primary 40-hour non-shift responsibilities shall include the 3.5% 40-hour “non shift” premium.

14 **Section 10. Daylight Savings Adjustment.** Employees who work a shift which spans the fall
 15 daylight savings adjustment period will be paid for all time actually worked on that shift (including
 16 the extra hour created by daylight savings adjustment). Employees working a shift which spans the
 17 spring daylight savings time adjustment period will be paid for hours actually worked; however, such
 18 employees will be permitted to use one hour of accrued furlough, vacation, or comp time, or may
 19 remain at medic unit assignment for up to one (1) hour.

20 **ARTICLE 10: PROMOTION AND ACTING SHIFT SUPERVISOR POSITIONS**

21 Paramedic Supervisor positions shall be classified in either the Operations Paramedic
 22 Supervisor or Administrative Paramedic Supervisor career path category.

23 MSO 1 shall be classified in the Operations Paramedic Supervisor category. MSO 2, MSO 3,
 24 MSO 4, and MSO 10 shall be classified in the Administrative Paramedic Supervisor category.

25 Every three (3) years the Employer shall provide a testing process (“MSO Test”) that
 26 objectively and comprehensively assesses skills necessary for promotion to Paramedic Supervisor.

27 In order to be eligible to participate in the MSO Test, individuals shall be a current King
 28 County Medic One Paramedic or Current King County Medic One Paramedic Supervisor and have a

1 minimum of five (5) years service as a King County Medic One Paramedic or Paramedic Supervisor.

2 **Section 1.** The MSO Test shall consist of an independent examination process to determine
3 the characteristics that are required to qualify for promotion to any Paramedic Supervisor position.
4 Examinations shall be conducted objectively and comprehensively. The Employer shall provide
5 notice to all Paramedics and Paramedic Supervisors not less than sixty (60) calendar days prior to the
6 MSO Test and not less than ninety (90) days prior to the expiration of the current list via the standard
7 electronic communication method that is available and commonly used by all employees on a day-to-
8 day basis.

9 Paramedics and Paramedic Supervisors that intend to participate in the MSO Test (“MSO Test
10 Participants”) shall communicate their intent to participate and their intent to be ranked on the
11 Administrative or Operations Paramedic Supervisor promotional list or both not less than seven (7)
12 calendar days prior to the MSO Test. MSO Test Participants shall not have the opportunity to add
13 themselves to a list after the aforementioned seven (7) day notification deadline.

14 The Employer shall provide work replacements for the day of and the night prior to the MSO
15 Test for all MSO Test Participants if the MSO Test Participant is scheduled to be on duty during that
16 time. If the MSO Test Participant is not scheduled to be on duty during the MSO Test, the Employer
17 shall compensate the MSO Test Participant at overtime for the actual hours the MSO Test Participant
18 is involved in the MSO Test.

19 Text and reference materials that are appropriate and which may be used for study purposes
20 shall be maintained by the Employer and shall be made available to each individual who wishes to
21 prepare for the examination no less than forty five (45) calendar days prior to the MSO Test.

22 **Section 2.** Examinations shall be developed by an independent testing service and
23 administrated by the Employer. The Employer and the Union shall each designate at least two (2)
24 representatives and no more than six (6) representatives (“Representatives”) for the Union or the
25 Employer, to attend the administration of any examination to record and report any inconsistencies
26 during the testing. The Union and the Employer shall have an equal number of Representatives.
27 These Representatives shall be informed by the independent testing service, concurrently and in the
28 same forum, prior to the MSO Test date as to the format of testing and the expected rules of conduct

1 for the participants. The Representatives shall work in good faith to approve the format and rules of
2 conduct and, once approved in writing by all Representatives, the Employer shall notify the MSO
3 Test participants in writing with this information no less than thirty (30) calendar days prior to the
4 MSO Test. Any Representatives or individuals involved in approving content or direction that in any
5 way influences the MSO Test shall not be MSO Test Participants.

6 **Section 3.** For the examination, the independent examining agent shall ensure that the MSO
7 Test is impartially administered. In preparation for the creation of the MSO Test, the Representatives
8 shall meet with the examiner. The Employer shall provide current job descriptions for the supervisor
9 positions to the examining agent. The Representatives shall offer comments and suggestions, or
10 voice objections as to how the MSO Test is to be conducted and work collaboratively to ensure the
11 job announcement development, test design, test validation and test administration follows this CBA.
12 No announcements or testing materials shall be released until reviewed for accuracy by the
13 Representatives. No other Individuals except for Representatives and independent testing service
14 agents, including those outside the bargaining unit, will have prior access to, or prior notice of,
15 specific examination procedures, questions or the identity of any oral examiners selected for the MSO
16 Test.

17 The Representatives shall attempt to select examiners from outside of King County and/or the
18 KCM1 Services Area. The Representatives shall have the right to exclude/deny participation of any
19 evaluator(s), which are not acceptable to the Representatives.

20 **Section 4.** Upon completion of the MSO Test, participants shall be ranked on either the
21 Administrative Paramedic Supervisor Promotional list or the Operations Paramedic Supervisor
22 Promotional list or both based on their score. The promotional lists shall be independent of each
23 other.

24 Acting MSO1 assignments shall be offered to the top four (4) ranked individuals from the
25 Operations Paramedic Supervisor Promotional list that are not currently Administrative Paramedic
26 Supervisors. Individuals that do not accept the assignment of Acting MSO1 shall be removed from
27 the promotional list and the Employer shall offer the Acting MSO1 assignment to the next ranked
28 individual on the Operations Paramedic Supervisor Promotional list that are not currently

1 Administrative Paramedic Supervisors. The "Rule of Fours" does not apply to the Acting MSO1
2 position.

3 Permanent promotions to the MSO1 position shall be filled by the Employer in no more than
4 thirty (30) calendar days from the time the position is permanently vacant. The individual promoted
5 shall be selected from the current Operations Paramedic Supervisor promotional list. The Employer
6 shall have the ability to utilize the "Rule of Fours" to select the individual for promotion. If an
7 individual does not accept the promotion, that individual shall remain on the current Operations
8 Paramedic Supervisor promotional list for consideration for later promotion and the Employer shall
9 promote an individual in the original group of four (4). If all of the top four (4) individuals on the
10 current Operations Paramedic Supervisor promotional list decline the promotion, the Employer shall
11 offer the promotion to the next ranked individuals on the list in order of ranking. In the event that the
12 list is exhausted, the Employer and Union shall work in good faith to select an interim appointment
13 until the next promotional test is completed and a new list is established. This interim appointment
14 shall not become a permanent promotion.

15 Candidates shall be permitted to review their examination scores after the testing process has
16 concluded. Upon request, a confidential written explanation shall be provided to each candidate
17 identifying a candidate's strengths and weaknesses. In the event of ties between two or more
18 candidates seniority shall be used to determine ranking on the promotional lists. Candidates shall
19 have ten (10) business days as per the grievance procedure referenced in Article 13 of this CBA to
20 dispute test results or the testing process.

21 In the event of a permanently vacant Acting MSO1 assignment the next ranked individual on
22 the current Operations Paramedic Supervisor promotional list shall be offered the Acting MSO1
23 assignment. If that individual declines to take the Acting MSO1 position, they shall be removed from
24 the current Operations Paramedic Supervisor promotional list.

25 In the event that a current MSO1 is unable to perform their duties in the MSO1 capacity, for
26 any reason, for more than thirty (30) calendar days, the Employer shall place the Acting MSO1 from
27 that shift into an interim assignment as MSO1. As soon as the permanent MSO1 returns to duty, the
28 interim MSO1 shall be returned to the Acting MSO1 assignment.

1 Permanent promotions to the MSO2, MSO3, MSO4, and MSO10 position shall be filled by
2 the Employer in no more than thirty (30) calendar days from the time the position is vacant. The
3 individual promoted shall be selected from the current Administrative Paramedic Supervisor
4 promotional list. The Employer shall have the ability to utilize the "Rule of Fours" to select the
5 individual for promotion. If an individual does not accept the promotion, that individual shall remain
6 on the current Administrative Paramedic Supervisor promotional list for later promotion and the
7 Employer shall promote an individual in the original group of four (4). If all of the top four (4)
8 individuals on the current Administrative Paramedic Supervisor promotional list decline the
9 promotion, the Employer shall offer the promotion to the next ranked individuals on the list in order
10 of ranking. In the event that the list is exhausted, the Employer and Union shall work in good faith to
11 select an interim appointment until the next promotional test is completed and a new list is
12 established. This interim appointment shall not become a permanent promotion.

13 **Section 5.** Each Acting MSO1 shall be given a minimal opportunity of forty eight (48) hours
14 per month to perform all duties associated with the Operations Paramedic Supervisor position
15 providing, that the acting opportunity does not conflict with year in advance furlough. The Employer
16 shall utilize the Acting MSO1s to replace or supplement Paramedic Supervisors due to temporary
17 illness/disability/special projects and furlough in accordance with King County Medic One OT
18 policy, procedures and the Agreement. These Acting MSO1s shall be paid at the rate consistent with
19 their Acting assignment (and years of service). Paramedics-in-training for the Acting MSO1
20 assignment shall be paid their customary rate.

21 **Section 6.** Individuals promoted to positions that become open or vacant under circumstances
22 where the person who created such opening or vacancy did so for reasons other than voluntary
23 resignation and is later returned to work (e.g., as a result of disciplinary proceedings, disability,
24 medical problems, etc.), the individual who was promoted during the other employee's absence shall
25 only be regarded as having been promoted to such opening or vacancy on a provisional basis.
26 Management shall identify such provisional promotional opportunities when posting/announcing the
27 vacancy. If the person who created the opening or vacancy is later returned to work for any reason,
28 the individual who had been promoted to such opening or vacancy because of the other employee's

1 absence shall be returned to his or her former position.

2 **ARTICLE 11: BENEFITS**

3 *Section 1.* The County presently participates in group medical, dental and life insurance
4 programs. The County agrees to maintain the level of benefits currently provided by these plans for
5 the duration of this Agreement, provided that the Union and County agree to incorporate changes to
6 employee insurance benefits which the County may implement as a result of the agreement of the
7 Joint Labor Management Insurance Committee.

8 *Section 2.* Due to the unique duties performed by employees in this bargaining unit which
9 potentially expose them to communicable diseases in uncontrolled environments, the County will
10 provide continued medical insurance for a period of twenty-four (24) months maximum, in any
11 consecutive thirty-six (36) month period during which time an employee is on authorized leave of
12 absence without pay due to a communicable disease. Provision of benefits under this section is not to
13 be construed as either an admission or denial that the disease is work-related for purposes of
14 administering the County's Workers' Compensation Program.

15 *Section 3.*

16 a. Employees who qualify for disability payments from the County's self-insured plan
17 due to a work related illness or injury shall also receive a disability benefit payment supplement as
18 described below.

19 b. The disability supplement benefit payment shall be an amount (determined by
20 Washington State statute) (when added to the time loss payments made to employees under workers
21 compensation) which will result in the employee receiving the same pay as he or she would have
22 received for full-time active service, taking into account that workers compensation disability
23 payments are not subject to federal income or social security taxes.

24 c. The Industrial Leave Benefit Supplement and the County's disability supplement
25 shall be paid in equal portions between the employer and the employee. The employee's portion
26 shall be first charged against industrial insurance bank set forth in Article 6 Section 12, until
27 exhausted, and then it shall be charged against the accrued leave bank of the employee. In computing
28 the charge, accumulated leave shall be converted to a money equivalent based on the regular monthly

1 salary of the employee, before deductions and FLSA pay excluding overtime pay.

2 d. The county's portion of the disability supplement shall continue for as long as the
3 employee is receiving the disability payments, to maximum of six months.

4 e. While an employee is receiving a disability supplement, the employee, subject to
5 employee's knowledge and approval of his or her treating healthcare provider, shall perform such
6 light duty tasks as the County may require providing that the light duty assignment is within the
7 South King County Medic One program during which time the employee will be compensated in a
8 manner consistent with his or her normal rate of pay. The County may require that a licensed health
9 care provider of its choice provide a second opinion as to the availability for light duty of any
10 employee receiving a disability supplement.

11 f. While receiving a disability supplement, the employee shall continue to receive all
12 insurance benefits provided by the Employer.

13 g. If the employee's accrued sick leave is exhausted while receiving a disability
14 supplement, the employee may, for a period of two months after return to active service, draw
15 prospectively on sick leave to a maximum of three shifts. Any such sick leave drawn upon shall be
16 charged against earned sick leave until the employee has accrued the amount used.

17 h. Employee's who are injured on the job shall be reimbursed for travel to and from
18 medical appointments at a rate established by L & I, in accordance with applicable statute, L & I
19 travel voucher policy and as approved by the County. Medical providers are at the choice of the
20 employee and shall not be limited to the closest provider. The employee who is working light duty
21 will have leave deducted from their Industrial Leave Benefit Supplement leave bank for medical
22 appointments related to their work related injury or illness.

23 i. Should the employer require an Independent Medical Exam (IME) the employee
24 shall be compensated at the appropriate overtime rate inclusive of travel time and mileage
25 reimbursement per King County ordinance.

26 **Section 4.** This Article shall be interpreted consistent with Article 6 Section 12.

27 **Section 5.** The Union acknowledges the self-directed Deferred Compensation Plan (IRC 457)
28 offered by the County to its employees.

ARTICLE 12: MISCELLANEOUS

Section 1. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by ordinance of King County Council.

Section 2. Jury Duty. An employee shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury duty during the employee's normal work schedule, except for transportation allowance, shall be deducted from the gross pay due the employee for such period. An employee who is scheduled to work his/her regular shifts while on jury duty shall not be required to report to work on any day when jury duty, including travel time, requires three or more hours of attendance. An employee shall be relieved of regular duties a minimum of twelve (12) hours prior to reporting to jury duty. It is the responsibility of the employee to notify the employer within 14 days prior to the date for reporting to jury duty.

Section 3. Furthermore, in the event that King County decides to transfer paramedic services to the fire service, the parties agree to bargain the effects of such transfer, to the extent required by law.

Section 4. Probation. All Paramedic Interns shall be in a probationary status for the duration of their internship. The probationary period for newly certified Paramedics shall be one (1) year from the date of certification by the certifying authority. A one (1) year probationary period shall apply to new Supervisors. A six (6) month probationary period shall apply to lateral new hires from other King County paramedic provider groups unless these new employees have less than one (1) year's experience with the previous Paramedic provider group. Dismissal from employment during or at the end of the probationary period shall conform to the established County process for probationary dismissals.

ARTICLE 13: GRIEVANCE PROCEDURE

The County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination

1 or reprisal in seeking adjudication of their grievances. No employee may be disciplined except for
2 just cause.

3 ***Section 1. Definition.***

4 Grievance - An issue raised by an employee or the Union relating to the interpretation of
5 rights, benefits, or conditions of employment as contained in this Agreement.

6 ***Section 2. Procedure.***

7 ***Step 1*** - The employee and his/her representative shall reduce a grievance to writing, outlining
8 the facts as they are understood, specifying the article and section of the contract that has been
9 violated and the remedy that is sought and present the grievance to the Operations Manager or
10 Division Manager in his/her absence, and to the union president, within fourteen (14) calendar days
11 of the occurrence of the event. The Operations Manager shall gain all relevant facts and shall attempt
12 to adjust the matter and notify the employee within ten (10) business days of grievance filing. If a
13 grievance is not pursued to the next level within ten (10) business days, it shall be presumed resolved.

14 ***Step 2*** - If, after thorough discussion with the Operations Manager, the grievance has not been
15 resolved, the written grievance may then be presented to the division manager or designee for
16 investigation, discussion and written reply. The division manager shall make his/her written decision
17 available to the union and aggrieved employee within ten (10) business days. If the grievance is not
18 pursued to the next higher level by the union within ten (10) business days from the date of the
19 written Step 2 decision, it shall be presumed resolved.

20 ***Step 3*** - If, after thorough evaluation, the decision of the Division Manager has not resolved
21 the grievance to the satisfaction of the union, the grievance may be presented by the union to the
22 Labor Relations Director, or his/her designee who shall approve or deny the grievance. The Labor
23 Relations Director, or his/her designee shall render a decision within ten (10) business days.

24 ***Step 4*** - Either the County or the Union may request arbitration within thirty (30) calendar
25 days of conclusion of Step 3, and must specify the exact question that it wishes arbitrated. The
26 parties shall then select a third disinterested party to serve as an arbitrator. In the event that the
27 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
28 seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) or the

1 American Arbitration Association. The arbitrator will be selected from the list by both the County
2 representative and the Union, each alternately striking a name from the list until one name remains.
3 The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a
4 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

8 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear
9 the cost of any witnesses and representatives appearing on that party's behalf. Court reporter's fees
10 shall be borne by the party requesting same.

11 No matter may be arbitrated which the County by law has no authority over, has no authority
12 to change, or has been delegated to any civil service commission or personnel board as defined in
13 R.C.W. 41.56.

14 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

15 Time restrictions may be extended by consent of both parties.

16 **Section 3.** If employees have access to multiple procedures for adjudicating grievances, the
17 selection by the employee of one procedure will preclude access to other procedures; selection is to
18 be made no later than at the conclusion of Step 2 of this grievance procedure.

19 **ARTICLE 14: BULLETIN BOARDS**

20 The employer agrees to permit the Union to post on County bulletin boards the announcement
21 of meetings, elections of officers and any other Union material.

22 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

23 The Employer or the Union shall not unlawfully discriminate against any individual with
24 respect to compensation, terms, conditions, or privileges of employment because of race, color,
25 religion, national origin, age, sex, sexual orientation, transgender, marital status, mental, physical or
26 sensory disability.

27 Alleged violations of this article may be pursued through Step 3 of Article 13, Section 2
28 (Grievance Procedure), but shall not be subject to Step 4 (Arbitration).

1 **ARTICLE 16: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion 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 **ARTICLE 17: WORK STOPPAGE AND EMPLOYER PROTECTION**

9 *Section 1.* The employer and, the I.A.F.F., Local 2595, agree that the public interest requires
10 efficient and uninterrupted performance of all County services, and to this end pledge their best
11 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, I.A.F.F.,
12 Local 2595, shall not cause or condone any work stoppage, including any strike, slowdown, or refusal
13 to perform any customarily assigned duties, sick leave absence which is not bona fide, or other
14 interference with County functions by employees under this Agreement and should same occur, the
15 I.A.F.F., Local 2595, agrees to take appropriate steps to end such interference. Any concerted action
16 in the nature of the activities described above by any employees in the bargaining unit shall be
17 deemed a work stoppage if any of the above activities have occurred.

18 *Section 2.* Upon notification in writing by the County to the I.A.F.F., Local 2595, that any of
19 its members are engaged in a work stoppage, they shall immediately, in writing, order such members
20 to immediately cease engaging in such work stoppage and provide the County with a copy of such
21 order. In addition, if requested by the County, a responsible official of the I.A.F.F., Local 2595, shall
22 publicly order the employees to cease engaging in such a work stoppage.

23 *Section 3.* Any employee who commits any act prohibited in this article will be subject to the
24 following action or penalties:

- 25 1. Discharge.
- 26 2. Suspension or other disciplinary action as may be applicable to such employee.

27 **ARTICLE 18: WAIVER CLAUSE**

28 The parties acknowledge that during the negotiations resulting in this Agreement each had the

1 unlimited right and opportunity to make demands and proposals with respect to any and all subjects
2 or matters not removed by law from the area of collective bargaining and the understandings and
3 agreements arrived at by the parties after exercise of that right and opportunity are set forth in this
4 Agreement. The County and the Union each voluntarily and unqualifiedly waive the right and each
5 agrees that the other shall not be obligated to bargain collectively with respect to any subject or
6 matters not specifically referred to or covered in this Agreement, even though such subject or matter
7 may not have been within the knowledge or contemplation of either or both of the parties at the time
8 they negotiated or signed this Agreement. All rights and duties of both parties are specifically
9 expressed in this Agreement and such expression is all-inclusive. The Agreement constitutes the
10 entire agreement between the County and the Union and concludes collective bargaining for its terms,
11 subject only to the desire by both parties to mutually agree to amend or supplement at any time, and
12 except for negotiations over a successor collective bargaining agreement.

13 **ARTICLE 19: REDUCTION-IN-FORCE**

14 *Section 1.* Employees laid off as a result of a reduction-in-force shall be laid off according to
15 seniority within the Bargaining Unit, with the employee with the least time being the first to go.
16 Bargaining unit seniority shall be defined as total county service. In the event there are two or more
17 employees eligible for layoff within the division with the same seniority, the division head will
18 determine the order of layoff based on employee performance. In the absence of performance
19 evaluations, seniority shall be defined by the Union.

20 Employees laid off in accordance with the provisions of this article will be eligible for rehire
21 into positions of the same classification in the inverse order of layoff, accommodations will be made
22 by the employer with the input of the King County Medic One medical director to provide for a re-
23 entry process that allows for paramedic certification.

24 *Section 2.* Employees entering County employment as of October 1, 1979, shall have their
25 seniority date established from date of original certification as a Paramedic.

26 *Section 3.* Reductions of Paramedic Supervisor positions in that Paramedic Supervisor
27 classification shall occur on the basis of length of service in supervisory classification. Supervisors
28 whose positions have been eliminated may move to another supervisory position, provided that a

1 supervisory position is vacant or filled by an interim appointment. Supervisors electing to occupy a
 2 vacancy or displace an interim appointment must have held the vacant position or be on the current
 3 promotional list for the vacant position. Supervisors may elect to bump the least senior Paramedic
 4 pursuant to Section 1 above.

5 **ARTICLE 20: CONFERENCE BOARD**

6 There shall be a Conference Board consisting of Union Executive Board and representatives
 7 of the County. (Any of the members may be replaced by an alternate from time to time.) The
 8 Conference Board shall meet quarterly or more frequently as determined by the Conference Board
 9 and shall consider and discuss matters of mutual concern pertaining to the improvement of the
 10 delivery of Paramedic services and the welfare of the employees. The purpose of the Conference
 11 Board is to deal with matters of general concern as opposed to individual complaints of employees;
 12 provided, however, it is understood that the Conference Board shall function in a consultative
 13 capacity and shall not be considered as a decision making body. Accordingly, the Conference Board
 14 will not discuss grievances properly the subject of the procedure outlined in Article 13, except to the
 15 extent that such discussion may be useful in suggesting improved Employer policies. Either the
 16 Union representatives or the Employer representatives may initiate discussion of any subject of a
 17 general nature affecting the operations of the Employer or its employees. An agenda describing the
 18 issue(s) to be discussed shall be prepared by the initiating party and distributed at least seven (7) days
 19 in advance of each meeting and minutes shall be kept.

20 **ARTICLE 21: PARAMEDIC INTERN (COMMENCING WITH CLASS 35)**

21 King County and the Union ("the parties") agree to implementation and on-going
 22 administration of the Paramedic Intern Classification in the following manner:

23 **1. New Classification** - The parties agree to adopt the classification of Paramedic Intern
 24 (Classification Code 3304200).

25 **2. New King County Pay Range** - Paramedic Interns, commencing with Class 37, shall be
 26 compensated at the first step of pay Range 29 negotiated by and between the parties as listed in
 27 Addendum B. The pay range is associated with a squared, 10 Step Hourly Wage Schedule.

28 **3. Step Placement** - Paramedic Interns ("the employees"), commencing with Class 37, upon

1 hire shall be placed at Step 1 of pay Range 29.

2 **4. Union Recognition, Membership and Bargaining Unit Seniority** - The County
3 recognizes the Union as the exclusive bargaining representative of Paramedics Interns and will
4 consequently be covered under the applicable terms of the Agreement and where Agreement is silent,
5 the Paramedic Interns will be covered by the County Personnel Guidelines. Employees will begin to
6 accrue bargaining unit seniority upon hire into the classification of Paramedic Trainee.

7 **5. Hours of Work** - The working hours and work week of employees shall be determined by
8 the employer.

9 **6. Employment Status** - It is understood by the parties that employees that fail to complete
10 their training (probation period) will be terminated from employment without recourse under the
11 grievance procedure of the Agreement. Furthermore, employees are at-will and will not benefit by a
12 progressive discipline or just cause standard.

13 **7. Paid Leave, Insured Benefits and Pension** - Employees will be eligible for paid leave,
14 medical and pension benefits as provided a forty hour paramedic employee pursuant to applicable
15 provisions of the Agreement. Employees will not however be permitted to take paid leave except as
16 approved by the employer in emergent situations.

17 **ARTICLE 22: EMPLOYEE BILL OF RIGHTS**

18 ***Section 1.***

19 a. The employee and/or a representative may examine the employee's personnel files
20 if the employee so authorizes in writing. Material placed into the employee's files relating to job
21 performance or personal character shall be brought to his or her attention prior to placement in the
22 files. The employee may challenge the propriety of placement of said materials in the files. If, after
23 discussion, management retains the material in the files, the employee shall have the right to insert
24 contrary documentation into the file. Unauthorized persons shall not be given access to employee
25 files or other personal data relating to the employee. The Division Manager or his/her designee will
26 determine staff authorized for access to personnel files and a record of access shall be maintained.

27 b. Employees may, upon written request to the King County Medic One Medical
28 Director, examine any materials and/or files related to the employee's medical performance, which

1 King County Medic One Medical Director, might be maintaining.

2 c. Nothing in this section shall waive or otherwise restrict the Union's right or access
3 to information or documents as provided under chapter 41.56 RCW.

4 **Section 2. Just Cause Standard.** No regular employee shall be disciplined except for just
5 cause. Subject to the just cause standard, the application of progressive discipline shall be
6 administered in accordance with King County Medic One policy, King County Personnel Guidelines
7 and all applicable State and Federal statutes. The parties agree to align King County Medic One
8 Standard Operating Procedures with King County Personnel Guidelines, however, notwithstanding
9 any of the foregoing provisions, the County and the Union agree that any changes to these policies or
10 procedures shall be accomplished by mutual agreement or as otherwise provided by chapter 41.56
11 RCW. Statement of Intent: It is the parties' intent to administer discipline for employees covered by
12 this collective bargaining agreement in accordance with the just cause standard, including adherence
13 to concepts of progressive discipline, proper notice, proper investigation, sufficient evidence, past
14 practice, employment history, reasonable rule, etc., and therefore any provisions in the S.O.P.s
15 delineating specific infractions and levels of discipline is hereby rescinded.

16 **Section 3.** The parties agree to engage in a cooperative process to revise the Medic One
17 Standard Operating Procedures and Guidelines in a mutually agreeable format.

18 **ARTICLE 23: MEDICAL DIRECTOR'S PROBATION**

19 In the event of a paramedic's continued failure to perform to the standard level of medical
20 care consistent with King County Medic One, and/or his/her inability to effect a change in medical
21 practice that the Program Medical Director (PMD) has identified, such that immediate attention and
22 improvement is needed, the paramedic may be put on a "PMD Probation" not to exceed 12 months in
23 duration as described herein. It is understood that the employer may take any other necessary
24 corrective action consistent with the terms of the parties' collective bargaining agreement ("CBA").

25 The following are causes for such action:

- 26 1. After identification of a need for improvement and at least 12 months of interaction by the
27 PMD and in coordination with the shift Paramedic Supervisor ("MSO") without resolution;
- 28 2. And/or a long term pattern of failure to meet the standard level of medical care consistent

1 with King County Medic One, after identification of performance deficiencies and corrective
2 interaction, without effecting lasting change is established.

3 During this period of PMD Probation the paramedic will again be given an outline of the area
4 or areas needing remedial attention and will be assigned to be evaluated by specific paramedics at the
5 direction of the PMD and in coordination with the Shift MSO. The paramedic will also meet
6 regularly with the PMD as to his/her progress. The paramedic on PMD Probation will be allowed to
7 respond to the "All Call" page for overtime, but will be placed last on the list so as to limit his/her
8 working ability outside his/her regularly assigned shifts to those times when no one else has
9 responded to the page(s). The PMD and shift MSO should be notified in these situations so they may
10 interact with the paramedic's partner in producing an evaluation by the paramedic partner or the
11 MSO at the discretion of the PMD and MSO.

12 The parties' intent is that the PMD and Shift MSO would select medics to work with the
13 paramedic who were willing to evaluate and share their knowledge and abilities with the intent of
14 positive retraining for that paramedic. As anyone may be an evaluator, it would be a requirement that
15 a familiarization with the evaluation form and process be done by the MSO for those needing it prior
16 to their evaluating a paramedic on PMD Probation, and that they receive the pay increase recognized
17 in the CBA for Field Training Officers during the month(s) they are assigned.

18 **ARTICLE 24: HELICOPTER OPERATIONS**

19 ***Section 1. Overview.*** The parties have a mutual interest in delivering the high standard level
20 of medical care consistent with King County Medic One (KCM1) to the region, and to that end, the
21 parties wish to establish a program to provide paramedics for the King County Sheriffs (KCSO) Air
22 Support Unit. These paramedics are to be utilized outside of our primary delivery model of a ground-
23 based medic unit with two (2) paramedics, which are a limited resource, and thus shall be designated
24 under a KCM1 Rescue Specialist (RS) Flight Medics heading.

25 The necessity for these KCM1 RS Flight Medics is an identified and proven need, they must
26 be an asset not a liability on a mission with the KCSO Air Support Unit. KCM1 RS Flight Medics
27 must be aware of the intricacies and limitations of the environment associated with safe helicopter
28 operations while providing patient care out of the back of the KCSO Air Support Unit.

1 The parties agree as follows: KCM1 RS Flight Medics will provide patient care with the
2 KCSO Air Support Unit and on extremely rare occasions may be required to perform helicopter
3 hoisting. The Pilot In Command (PIC) has the final decision on who does or does not fly a mission
4 based on his/her safety analysis. KCM1 RS Flight Medics will adhere to the King County Medic
5 One Special Operations Unit SOP's and Helicopter Procedures as well as the KCSO Air Support
6 Unit's Policies and Procedures where applicable.

7 ***Section 2. Staffing.***

8 1. There are approximately 18 members currently. They will be subject to call out as
9 outlined under MSO Responsibility in the King County Medic One Special Operations Unit SOP;
10 Helicopter Search and Rescue.

11 2. The recurrent training is due twice per year. This will be the deadline for finalizing this
12 program. Both parties will work together to create a staffing model that will address minimally: The
13 number of paramedics needed per shift, placement, and a selection process that will include prior
14 helicopter/S&R experience, medical acuity by KCM1 PMD recognition and years of service /
15 seniority. (Physical fitness may also be included as the program progresses.) The program will be
16 made available to all KCM1 Paramedics whenever there is a need for additional or replacement RS
17 Flight Medics.

18 3. The selection panel will minimally include a KCSO Air Support Unit Representative, the
19 KCM1 Program Medical Director, and the KCM1 Chief.

20 ***Section 3. Training.***

- 21 1. Initial; a four (4) hour helicopter awareness class is mandated.
22 2. Re-current; training shall be 1 hoist semi-annually (180 days)
23 3. Advanced program; shall meet the requirements as outlined within the KCSO Air Support
24 Unit; Hoist Operations Attachment (HOA): Section II

25 ***Section 4. Equipment.***

26 1. The County will provide the equipment needed as outlined in the KCSO Air Support:
27 HOA: Section III for Rescue Specialist (RS). These shall be the equivalent to what the KCSO Air
28 Support Unit members wear and are provided.

1 2. Future additional funds to the standard uniform allowance will be addressed as needed to
2 maintain safety.

3 3. Patient Care:

4 4. Medical Control is established in the KCM1 Plan W Air and Wilderness Operations.

5 5. The KCM1 Helicopter Procedures will address medical equipment, patient care and
6 transfer issues.

7 **Section 5. Wages.**

8 1. There will be a 5% wage increase for RSFM's such as outlined in Article 7: Section 1f
9 (for FTO's). This increase will only be when KCM1 RS Flight Medics are performing Helicopter
10 Operations training or flying a mission. This additional pay is also considered temporary and does
11 not represent a promotion.

12 **Section 6. Discipline.**


13 1. Discipline for a KCM1 RS Flight Medic shall be subject to the processes outlined in this
14 CBA and may include the removal of the KCM1 RS Flight Medic from the Helicopter Operations
15 Program. KCM1 RS Flight Medics may be removed from the Helicopter Operations Program at the
16 request of KCSO at any time and not in conjunction with a discipline process.

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1 **ARTICLE 24: DURATION**

2 This agreement shall become effective upon ratification by the King County Council and shall
3 be effective from January 1, 2015 through December 31, 2017, consistent with the agreement of the
4 parties. No provisions shall be applied retroactively, except as were expressly provided otherwise.

5
6 APPROVED this 23rd day of July, 2015.

7
8
9
10 By: 
11 King County Executive

12
13
14
15 SIGNATORY ORGANIZATION:

16 
17
18 International Association of Fire Fighters, Local 2595

ADDENDUM A - 2015
International Association of Fire Fighters, Local 2595
Paramedics, Emergency Medical Services - Department of Public Health

| After Service of: | PARAMEDIC - Job Class Code: 3304100 PeopleSoft Job Code: 330402 | | | MSO-Paramedic Supervisor - Job Class Code: 3301100 Peoplesoft Job Code: 330101 | | | MSO-Special Operations/Admin - Job Class Code: 3302100 Peoplesoft Job Code: 330201 | | | |
|--------------------|---|------------------------------------|-----------------------------------|--|------------------------------------|---------------------|--|---|--|--------------------|
| | Shift: | When assigned to 40-hour schedule: | | Shift: | When assigned to 40-hour schedule: | | Shift: | | | |
| | | | 3.5% Non-Shift Differential | (15% above Paramedic) | | | 3.5% Non-Shift Differential | Includes 3.5% Non-Shift Differential | | |
| | | Base + Longevity | Base + Longevity | Base + Longevity | Base + Longevity | Base + Longevity | Base + Longevity | AND 5.0% MSO-2 Operations Premium | | |
| Upon Certification | \$32.1012 | \$37.7806 | \$1.3223 | \$36.9164 | \$43.4478 | \$1.5207 | \$47.1408 | | | Upon Certification |
| 0.5 years | \$34.7593 | \$40.9090 | \$1.4318 | \$39.9732 | \$47.0454 | \$1.6466 | \$51.0443 | | | 0.5 years |
| 1.5 years | \$36.8040 | \$43.3155 | \$1.5160 | \$42.3246 | \$49.8128 | \$1.7434 | \$54.0469 | | | 1.5 years |
| 2.5 years | \$38.8486 | \$45.7218 | \$1.6003 | \$44.6759 | \$52.5801 | \$1.8403 | \$57.0494 | | | 2.5 years |
| 3.5 years | \$40.8933 | \$48.1283 | \$1.6845 | \$47.0273 | \$55.3475 | \$1.9372 | \$60.0520 | | | 3.5 years |
| 4 years | \$41.7111 | \$49.0908 | \$1.7182 | \$47.9678 | \$56.4544 | \$1.9759 | \$61.2531 | | | 4 years |
| 5 years | \$41.7111 | \$49.0908 | \$1.7182 | \$47.9678 | \$56.4544 | \$1.9759 | \$61.2531 | | | 5 years |
| 6 years | \$41.7111 | \$49.0908 | \$1.7182 | \$47.9678 | \$56.4544 | \$1.9759 | \$61.2531 | | | 6 years |
| 7 years | \$41.7111 | \$49.0908 | \$1.7182 | \$47.9678 | \$56.4544 | \$1.9759 | \$61.2531 | | | 7 years |
| 8 years | \$41.7111 | \$49.0908 | \$1.7182 | \$47.9678 | \$56.4544 | \$1.9759 | \$61.2531 | | | 8 years |
| 9 years | \$42.5290 | \$50.0534 | \$1.7519 | \$48.9084 | \$57.5614 | \$2.0146 | \$62.4541 | | | 9 years |
| 10 years | \$42.5290 | \$50.0534 | \$1.7519 | \$48.9084 | \$57.5614 | \$2.0146 | \$62.4541 | | | 10 years |
| 11 years | \$42.5290 | \$50.0534 | \$1.7519 | \$48.9084 | \$57.5614 | \$2.0146 | \$62.4541 | | | 11 years |
| 12 years | \$42.5290 | \$50.0534 | \$1.7519 | \$48.9084 | \$57.5614 | \$2.0146 | \$62.4541 | | | 12 years |
| 13 years | \$42.5290 | \$50.0534 | \$1.7519 | \$48.9084 | \$57.5614 | \$2.0146 | \$62.4541 | | | 13 years |
| 14 years | \$43.3469 | \$51.0160 | \$1.7856 | \$49.8489 | \$58.6683 | \$2.0534 | \$63.6551 | | | 14 years |

8100

International Association of Fire Fighters, Local 2595
 Paramedics, Emergency Medical Services - Department of Public Health

| After Service of: | PARAMEDIC - Job Class Code: 3304100 PeopleSoft Job Code: 330402 | | | MSO-Paramedic Supervisor - Job Class Code: 3301100 Peoplesoft Job Code: 330101 | | | MSO-Special Operations/Admin - Job Class Code: 3302100 Peoplesoft Job Code: 330201 | | |
|-------------------|---|------------------------------------|------------------|--|------------------------------------|------------------|--|-----------------------------------|----------|
| | Shift: | When assigned to 40-hour schedule: | | Shift: | When assigned to 40-hour schedule: | | Shift: | | |
| | | | | (15% above Paramedic) | | | Includes 3.5% Non-Shift Differential | | |
| | | Base + Longevity | Base + Longevity | 3.5% Non-Shift Differential | Base + Longevity | Base + Longevity | 3.5% Non-Shift Differential | AND 5.0% MSO-2 Operations Premium | |
| 15 years | \$43.3469 | \$51.0160 | \$1.7856 | \$49.8489 | \$58.6683 | \$2.0534 | \$63.6551 | | 15 years |
| 16 years | \$43.3469 | \$51.0160 | \$1.7856 | \$49.8489 | \$58.6683 | \$2.0534 | \$63.6551 | | 16 years |
| 17 years | \$43.3469 | \$51.0160 | \$1.7856 | \$49.8489 | \$58.6683 | \$2.0534 | \$63.6551 | | 17 years |
| 18 years | \$43.3469 | \$51.0160 | \$1.7856 | \$49.8489 | \$58.6683 | \$2.0534 | \$63.6551 | | 18 years |
| 19 years | \$44.1648 | \$51.9786 | \$1.8193 | \$50.7895 | \$59.7753 | \$2.0921 | \$64.8562 | | 19 years |
| 20 years | \$44.1648 | \$51.9786 | \$1.8193 | \$50.7895 | \$59.7753 | \$2.0921 | \$64.8562 | | 20 years |
| 21 years | \$44.1648 | \$51.9786 | \$1.8193 | \$50.7895 | \$59.7753 | \$2.0921 | \$64.8562 | | 21 years |
| 22 years | \$44.1648 | \$51.9786 | \$1.8193 | \$50.7895 | \$59.7753 | \$2.0921 | \$64.8562 | | 22 years |
| 23 years | \$44.1648 | \$51.9786 | \$1.8193 | \$50.7895 | \$59.7753 | \$2.0921 | \$64.8562 | | 23 years |
| 24 years | \$44.9826 | \$52.9411 | \$1.8529 | \$51.7300 | \$60.8822 | \$2.1309 | \$66.0572 | | 24 years |
| 25 years | \$44.9826 | \$52.9411 | \$1.8529 | \$51.7300 | \$60.8822 | \$2.1309 | \$66.0572 | | 25 years |
| 26 years | \$44.9826 | \$52.9411 | \$1.8529 | \$51.7300 | \$60.8822 | \$2.1309 | \$66.0572 | | 26 years |
| 27 years | \$44.9826 | \$52.9411 | \$1.8529 | \$51.7300 | \$60.8822 | \$2.1309 | \$66.0572 | | 27 years |
| 28 years | \$44.9826 | \$52.9411 | \$1.8529 | \$51.7300 | \$60.8822 | \$2.1309 | \$66.0572 | | 28 years |
| 29 years | \$45.8005 | \$53.9037 | \$1.8866 | \$52.6706 | \$61.9892 | \$2.1696 | \$67.2583 | | 29 years |
| 30 years | \$45.8005 | \$53.9037 | \$1.8866 | \$52.6706 | \$61.9892 | \$2.1696 | \$67.2583 | | 30 years |

38100

cba Code: 280

ADDENDUM B - 2015
International Association of Fire Fighters, Local 2595
Paramedics, Emergency Medical Services - Department of Public Health

Union Code: O1

18100

| Job Class Code | PeopleSoft Job Code | Classification | Range* |
|-----------------------|----------------------------|-----------------------|---------------|
| 3304200 | 330702 | Paramedic Intern | 29 |

*** For rates, please refer to Step 1 of the King County Squared Salary Table.**

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2595
REPRESENTING
THE PARAMEDICS BARGAINING UNIT IN THE
EMERGENCY MEDICAL SERVICES DIVISION
KING COUNTY DEPARTMENT OF PUBLIC HEALTH**

Subject: 2014 Potential Ebola Response

Background

Currently, Ebola has been reported in multiple countries in West Africa. While there are no confirmed cases of Ebola in King County, the King County Department of Public Health including Emergency Medical Services Division (EMS), are currently working to prepare for the potential case where a traveler with Ebola presents themselves inside the County or applicable service area.

In the event a case of Ebola is identified in King County, the Department of Public Health would most likely be called upon to fulfill its role in response and mitigation efforts including transporting patients and possible suspects to appropriate medical facilities.

To that end, the Parties enter into this agreement for the purpose of identifying and clarifying those impacts that may affect the hours, wages, and working conditions of IAFF 2595 bargaining unit members as follows:

Agreement

To the extent that the County's Ebola response and mitigation impacts the wages, hours, and working conditions of IAFF 2595 members, the County intends to fulfilled their obligations to engage in collective bargaining over the subjects contained in this agreement including:

I. Exposure to Ebola

Should IAFF 2595 members be exposed or contract Ebola during the scope of their duties, it is the intent of the employer to provide coverage for that member throughout the entire course of the disease (from preventative prophylactics to symptom abatement including any sequela).

II. Training

It is the intent of the employer to provide any and all necessary training to IAFF 2595 bargain unit members based on the relevant departmentally approved Ebola response plan (currently Zone 3 Haz Mat) and in conjunction with King County Medic One Program Medical Director. The parties understand that Ebola response is dynamic and should the response plans change requiring additional training, it is the intent of the employer to provide that training including but not limited to:

The donning and doffing of applicable gear.

III. Quarantine Procedures

Due to infectious and lethal nature of this disease and as evidenced by the Ebola responses which have already occurred in the United States, there is a real possibility that IAFF 2595 bargaining unit

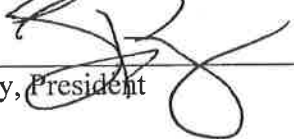
members could face a mandated quarantine imposed by the public Health Officer or an other outside agency having authority and jurisdiction in King County. To that end, the parties agree to discuss the County's quarantine plan and procedures for accommodating an employee(s) under restrictive quarantine including location of the quarantine facility to be used to house IAFF 2595 bargaining unit members and the impacts of a quarantine on IAFF bargaining unit families

- a. It is the intent of the employer to keep the IAFF 2595 bargaining unit members whole as to their normal working wages during a mandated quarantine.
- b. It is the intent of the employer that vacation and sick leave accruals will continue during a mandated quarantine.
- c. It is the intent of the employer that medical, dental, vision and any other insured benefits will be unaffected by the mandated quarantine.
- d. It is the intent of the employer that a mandated quarantine will not count as a break in service and shall not affect seniority or step advancement. Probationary periods will not be impacted in that mandatory leave days will not add to the length of probation.

IV. Other Provisions

- 1. IAFF 2595 and the Employer will meet as necessary to discuss any other issues related to their role in the County's Ebola response to the extent that they affect hours, wages and working conditions including the implementation of an Employer mandated quarantine for IAFF 2595 members.
- 2. The parties acknowledge that this agreement is subject to the dynamic nature of the County's Ebola Response plan and any new science and information that affects such plan. It is agreed that the employer and Local 2595 will meet to discuss the Response Plan and where practicable, the Employer will endeavor to involve knowledgeable SME of Local 2595 to provide direct input into planning and implementation of the Plan with final authority vesting with the Employer.
- 3. This agreement will become effective upon signature by the parties and shall remain in effect for the duration of the assignment.
- 4. The agreement is unique to the County's 2014 Ebola Response efforts detailed above and does not imply agreement to any other similar arrangement or situation.

For International Association of Fire Fighters, Local 2595:



 Steve Perry, President

7-13-15

 Date

For King County:



 Andre Chevalier, Labor Negotiator
 Office of Labor Relations
 King County Executive Office

7/13/15

 Date