

**AGREEMENT BETWEEN  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2595  
AND  
KING COUNTY  
[280]**

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**AGREEMENT BETWEEN  
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AND  
KING COUNTY**

These Articles constitute an agreement, terms of which have been negotiated in good faith, between King County (County) and I.A.F.F., Local 2595 (Union). This Agreement shall be subject to approval by ordinance of the County Council of King County, Washington.

**ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in R.C.W. 41.56.

**ARTICLE 2: UNION RECOGNITION & MEMBERSHIP**

**Section 1.** The County recognizes I.A.F.F., Local 2595, as the exclusive bargaining representative of physician's trained, Mobile Intensive Care Paramedics as defined by R.C.W. 18.71.200 and Paramedic Supervisors and who are employed by the Emergency Medical Services Division of the County. It shall be the mission and purpose of the Paramedics and Paramedic Supervisors of the County to provide quality emergency medical care to all the citizens in the King County Medic One service area.

**Section 2. Union Security.** All employees covered under the terms of this Agreement may voluntarily join the Union as a member and receive all rights, privileges, and benefits of Union membership.

**Section 3. Dues Deduction.** Upon receipt of written legally compliant authorization

1 voluntarily signed by a Union member, the County shall have deducted from the pay of such  
2 employee the amount of dues, fees, and/or assessments as certified by the secretary of I.A.F.F., Local  
3 2595, and shall transmit the same to the treasurer of Local 2595.

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

8 **Section 4.** The County will require all new employees, hired in a position included in the  
9 bargaining unit, to sign an opt-in form or equivalent electronic form, which will inform them of the  
10 Union's exclusive recognition. The County will provide a Union representative with an opportunity  
11 to meet with all new employees for 30 minutes as part of the orientation process.

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

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

18 **Section 7. Collective Bargaining.** Union Members selected to serve the Union for purposes  
19 of collective bargaining shall be allowed time off from duty to attend meetings with the County,  
20 including up to two hours prior to the meeting and up to one hour after the meeting and provided  
21 further that prior approval is granted by the division manager/designee.

22 **Section 8. Union Officials.** The Department administration shall afford Union employee  
23 representatives a reasonable amount of time while on duty to consult with appropriate County  
24 officials and/or aggrieved employees, provided that the Union representative and/or aggrieved  
25 employees contact their immediate supervisors, indicate the general nature of the business to be  
26 conducted, request necessary time without undue interference with assignment duties. Time spent on  
27 such activities shall be recorded by the Union representative. Union representatives shall not use

excessive time in handling such responsibilities.

**Section 9. Leave of Absence.** An employee elected or appointed to office in the Union which requires a part of or all of their time shall be given leave of absence up to one (1) year without pay upon application.

### **ARTICLE 3: MANAGEMENT RIGHTS**

The Union recognizes that the County has the obligation of serving the public with the highest quality of medical care, efficiently and/or economically meeting medical emergencies. The Union further recognizes the right of the County to operate and manage the division including but not limited to the right to:

- a. require standards of performance and to maintain order and efficiency;
- b. to direct employees and to determine job assignments and working schedules;
- c. to determine the materials and equipment to be used;
- d. to implement improved operational methods and procedures;
- e. to determine staffing requirements;
- f. to determine the kind and location of facilities;
- g. to determine whether the whole or any part of the operation shall continue to operate;
- h. to select and hire employees;
- i. to develop and modify classification specifications of employees;
- j. to promote and transfer employees;
- k. to discipline, demote and discharge employees for just cause, provided, however, the County reserves the right to discharge any employee deemed to be incompetent based upon reasonably related job criteria and exercised in good faith;
- l. to lay off employees for lack of work;
- m. to recall employees;
- n. to require reasonable overtime work of employees; and,
- o. to promulgate rules, regulations and personnel policies; provided that such rights

shall not be exercised so as to violate any of the specific provisions of this Agreement.

With respect to policies and procedures relating to personnel and practices, and to the conditions of employment not specifically covered by this agreement; the County may rely on existing County Personnel Guidelines and negotiate over mandatory subjects of bargaining. However, the parties agree that the County retains the right to implement any changes to policies or practices, after discussion with the Union, where those policies or practices do not concern mandatory subjects of bargaining.

The parties recognize that the above statement of the County's responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management function. All functions, rights, powers, and authority of the County not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the County.

#### **ARTICLE 4: FURLOUGH & VACATION LEAVE**

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

Months of Service			
From	To	Hours of Leave per Month	Approx. Days per Year (based on 24-hr shifts)
1	36	20.000	10
37	84	24.000	12
85	144	28.000	14
145	192	30.000	15
193	240	32.000	16
241	300	34.000	17
301	and beyond	36.000	18

**Section 2. Vacation Leave Accrual.** Paramedic In Training, Paramedic Supervisors and Paramedics assigned to a 40-hour workweek schedule for one full biweekly pay period or more shall accrue vacation time off with pay pursuant to the following schedule:

Months of Service			
From	To	Hours of Leave per Month	Approx. Days per Year (based on 8-hour workdays)
1	60	8	12
61	96	10	15
97	120	10.67	16
121	192	13.33	20
193	204	14	21
205	216	14.67	22
217	228	15.33	23
229	240	16	24
241	252	16.67	25
253	264	17.33	26
265	276	18	27
277	288	18.67	28
289	300	19.33	29
301	and beyond	20	30

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

**Section 3. Furlough and Vacation Accrual Cap.**

- a. Furlough accumulation in excess of 576 hours (for shift employees) or 480 hours (for 40-hour employees must be used by year end or it will be cashed out at 100% of the current year's base wage rate.
- b. "Current" year refers to the year in which the excess accumulation occurred. If

such hours are not cashed out by the last pay date in March of the following year, the employee will be cashed out at the rate of pay earned as of the date of the cash out.

c. Except as provided under the HRA-VEBA agreement in Addendum C, applicable to eligible retirees, comprehensive leave eligible employees shall be paid one-hundred percent (100%) of their unused, accumulated furlough or vacation leave without a maximum to their date of separation if they have successfully completed their first six months of County service in Paramedic In Training or as a paramedic and the paramedic was not terminated for cause. All payments shall be based on the employee's base rate.

**Section 4.** Comprehensive leave eligible employees may use vacation leave hours in the pay period after they are accrued. Employees who leave County employment prior to successfully completing their first six months of County service as a Paramedic In Training or paramedic shall forfeit their vacation and furlough leave hours and are excluded from the vacation/furlough payoff provisions contained in this Agreement.

**Section 5.** In cases of separation from County employment by death of an employee with accrued vacation leave who has successfully completed their first six months of County service in a comprehensive leave eligible position, payment of unused vacation/furlough leave shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

**Section 6.**

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

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

c. Prior to December 1, the County shall post the actual annual schedule, including



1 Medic X shifts, shifts which may need to be covered by voluntary overtime. Paramedics will be  
2 granted their requested furlough shifts, provided they can be covered by Medic X shifts or voluntary  
3 overtime.

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

6 ***Section 7.***

7 a. There shall be a maximum limit of five (5) furlough shifts granted for the same  
8 work shift, provided, however, that during the period of October 1 through December 31 there shall  
9 be a maximum limit of six (6) furlough shifts granted for the same work shift. The maximum limits  
10 shall be waived in granting unscheduled furlough during the year when the shift is covered by means  
11 of transferring hours from a third-person shift. There shall be a labor/management meeting annually,  
12 by the first week of September to review and adjust these maximum limits as necessary. As a pilot  
13 project during the term of this Agreement, the County will increase the maximum limit of furlough  
14 shifts to six per work shift, with a maximum limit of eight furlough shifts from October 1 through  
15 December 31. These pilot limits can be adjusted at the discretion of the KCM1 Chief, as long as the  
16 change is announced by September 15 for the following calendar year.

17 b. If two or more consecutive shifts of furlough are scheduled, no Medic X shifts  
18 shall be assigned after the last regularly scheduled working day prior to scheduled days off through  
19 the period to the next regularly scheduled working day following the scheduled shifts off.

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

23 d. If the Paramedic or Shift Paramedic Supervisor commits to year in advance  
24 scheduling of 75% or more of their annual furlough accrual (rounded to the nearest whole shift), the  
25 employee may use the residual, in the form of Special Request Furlough, provided that voluntary  
26 coverage can be found. Special Request Furlough may be used in one-half hour increments, at the  
27 discretion of the department director or division manager.

e. The County will evaluate staffing levels each year on September 15. If staffing levels are predicted to be below full staffing by two or more Paramedics as determined by the KCM1 Chief during the following calendar year, the 75% year in advance annual furlough scheduling requirement above can be reduced to 60% by the KCM1 Chief.

f. The annual furlough schedule submitted by the Union shall contain a minimum number of furlough shifts scheduled each trimester. A ratio of the number of Paramedics/Paramedic Shift Supervisor/30 X 75 shall determine this minimum. Such minimum shall be lowered to a number reached by mutual agreement of the County and the Union in those trimesters when new employees are restricted by contract from utilizing furlough. The Union will assign furlough shifts if the minimums are not met. Furlough shifts granted after December 1, pursuant to Section 7(d) above in this Article, will not be counted toward furlough shift minimums.

## **ARTICLE 5: HOLIDAYS**

**Section 1.** Comprehensive leave eligible Paramedic Supervisors and Paramedics assigned to a 40-hour workweek shall observe the following holidays:

<b>HOLIDAY TABLE</b>		
<b>1</b>	New Year's Day	January 1st
<b>2</b>	Martin Luther King Jr.'s Birthday	Third Monday in January
<b>3</b>	Presidents' Day	Third Monday in February
<b>4</b>	Memorial Day	Last Monday in May
<b>5</b>	Juneteenth	June 19
<b>6</b>	Independence Day	July 4th
<b>7</b>	Labor Day	First Monday in September
<b>8</b>	Indigenous Peoples' Day	Second Monday in October
<b>9</b>	Veterans' Day	November 11th
<b>10</b>	Thanksgiving Day	Fourth Thursday in Nov.
<b>11</b>	Day after Thanksgiving	Friday after Thanksgiving
<b>12</b>	Christmas Day	December 25th

**a. Day of Observance and Pay on Holidays.** Employees shall have the above holidays off or the day off on the observed holiday. For holidays falling on a Saturday, the Friday

before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off, the employee will have eight hours of vacation added to their vacation bank.

**b.** Employees must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of County service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

**c.** Paramedic Supervisors assigned to work schedules other than a 5/8 schedule shall only receive eight hours of holiday pay per day listed in the holiday table. These Paramedic Supervisors will be allowed to accrue and carry a compensation time bank of up to (24) hours that may be used to supplement holiday hours in excess of eight hours per their regular schedule. For example, a Paramedic Supervisor may have a 4/10 schedule, receive eight hours of holiday pay, and choose to use two hours of compensation time to receive their regular pay for the holiday.

**d. Two Personal Holidays.** Annually, comprehensive leave eligible employees assigned for the year to 40-hour schedules shall receive two personal holidays to be added to their vacation bank on the paycheck that includes February 1<sup>st</sup> each year. Newly hired comprehensive leave eligible employees (including those promoted to 40-hour MSO positions) who are hired (or promoted) on or before November 15th shall receive two personal holidays. The two personal holidays will be added to their vacation bank on the last day of the first pay period following their date of hire (or date of promotion). In no event shall there be more than two personal holidays awarded to an employee per year.

**Section 2.** Employees required to work on the following holidays shall be paid one and one-half times their base hourly rate of pay for hours worked on those days, except employees mandatoried to work on a holiday listed below shall instead be paid two times their base hourly rate

of pay for hours worked on the holidays.

HOLIDAY TABLE		
1	New Year's Day	January 1 <sup>st</sup>
2	Martin Luther King Jr.'s Birthday	Third Monday in January
3	Presidents' Day	Third Monday in February
4	Memorial Day	Last Monday in May
5	Juneteenth	June 19
6	Independence Day	July 4 <sup>th</sup>
7	Labor Day	First Monday in September
8	Indigenous Peoples' Day	Second Monday in October
9	Veterans' Day	November 11 <sup>th</sup>
10	Thanksgiving Day	Fourth Thursday in Nov.
11	Day after Thanksgiving	Friday after Thanksgiving
12	Christmas Day	December 25 <sup>th</sup>

## **ARTICLE 6: UNPAID LEAVES**

After employees are in a King County leave without pay status for more than 28 consecutive calendar days starting with the first regularly scheduled shift in leave without pay status they will no longer accrue furlough, vacation, or sick leave until they have returned to work and are in paid status for 28 consecutive calendar days.

## **ARTICLE 7: SICK LEAVE**

**Section 1.** Comprehensive leave eligible Paramedics and Paramedic Supervisors assigned to 24-hour shifts shall accrue sick leave benefits at a monthly rate of 12 hours per month for each month in County service. The employee is not entitled to sick leave if not previously earned, except as provided in the Workers' Compensation Leave Article. In no event will the employee accrue less sick leave than the employee would earn under state law. Sick leave accruals will be added on the first biweekly paycheck each month.

**Section 2.** Paramedic Supervisors and Paramedics assigned to a 40 hour workweek for two biweekly pay periods or more shall accrue sick leave benefits at a rate of ten point four (10.4) hours per month for each month of County service. Employees assigned to 40 hour workweeks shall not be

entitled to sick leave if not previously earned, except as provided in the Workers' Compensation Leave Article. In no event will the employee accrue less sick leave than the employee would earn under state law. Sick leave accruals will be added on the first biweekly paycheck each month.

**Section 3.** Except as otherwise provided by law, sick leave must be used in one-half hour increments.

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

**Section 5.** Paid sick leave may be used for the following reasons:

a. For self-care or to care for a family member:

1. Due to a mental or physical illness, injury, or health condition.
2. To obtain medical diagnosis, care or treatment of a mental or physical illness.
3. To receive preventive medical care.

b. For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

c. In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government.

d. For absences to increase the safety of the employee or a family member when the employee or a family member has been a victim of trafficking under RCW 9A.40.100.

e. For family and medical leave available under federal law, state law or County ordinance.

f. Employee exposure to contagious diseases and quarantine.

g. For purposes of paid sick leave, "family member" means any of the following:

1. A child, including a biological, adopted or foster child, a stepchild or a child

to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status, or the child of the employee's domestic partner.

2. The parent of an employee, employee's spouse or employee's domestic partner. Parent includes: biological parent, adoptive parent, de facto parent, foster parent, stepparent, legal guardian, person who stood or stands in loco parentis to the employee, employee's spouse or employee's domestic partner.

3. Spouse

4. Domestic partner

5. Grandparent

6. Grandchild

7. Sibling

8. Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

Verification of absence may be required in accordance with RCW 49.46.210(1)(g) and WAC 296-128-660.

#### **Section 6.**

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

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

**Section 7.** Separation from County employment, except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing, be separated for medical reasons or be laid off and return to County employment in a leave eligible position within two years, accrued sick leave

1 shall be restored.

2       **Section 8.** County employees who have at least five (5) years County service and retire as a  
3 result of length of service or who terminate by reason of death shall be paid an amount equal to  
4 thirty-five percent (35%) of their unused, accumulated sick leave, without a maximum. All payments  
5 shall be based on the employee's base rate. However, if a retiree cashes out their sick leave and is  
6 rehired, the employee is not entitled to have any sick leave restored.

7 **ARTICLE 8: BEREAVEMENT LEAVE**

8           a. Comprehensive leave eligible employees assigned to twenty-four (24) hour shifts  
9 shall be entitled to forty-eight (48) hours of bereavement leave per occurrence due to death of  
10 members of their immediate family. Leave must be taken within 18 months from the date of the  
11 death.

12           b. Comprehensive leave eligible employees assigned to forty (40) hour work  
13 schedules shall be entitled to five days of bereavement leave per occurrence. Leave must be taken  
14 within 18 months from the date of the death.

15           c. For purposes of this Article, "immediate family" means a spouse or domestic partner,  
16 legal guardian, ward, or any person whom the employee has legal custody, and the following family  
17 members of the employee, the employee's spouse, or the employee's domestic partner: a child, a parent,  
18 (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis),  
a grandparent, a child-in-law, a grandchild, or a sibling.

19           d. Employees who are not eligible for comprehensive paid leaves may be granted leave  
20 without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

21           e. When a holiday or regular day off falls during the leave, it shall not be charged as  
22 bereavement leave.

23           f. Any additional paid leave may be approved by mutual agreement between the County  
24 and the employee.

25 **ARTICLE 9: FAMILY & MEDICAL LEAVE**

26       **Section 1. Federal Family and Medical Leave**

27           a. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible  
28 employee may take up to 12 weeks of paid or unpaid leave in a single twelve month period for the

1 employee's own qualifying serious health condition that makes the employee unable to perform their  
2 job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition,  
3 to bond with a newborn child, adoption or foster care placement (leave must be taken within one year  
4 of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a  
5 military member who is the employee's spouse, child or parent. An eligible employee who is a  
6 covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or  
7 unpaid FMLA leave in a single 12 month period to care for the service member with a serious injury  
8 or illness.

9           **b.** The leave may be continuous or intermittent, when medically necessary.  
10 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster  
11 care child may only be taken when approved.

12           **c.** In order to be eligible for FMLA, an employee must have been employed by the  
13 County for at least 12 months and have worked at least 1,250 hours in the 12-month period prior to  
14 the commencement of leave.

15           ***Section 2. King County Family and Medical Leave (KCMFL)***

16           **a.** As provided by King County Code, an eligible employee may take up to 18 weeks  
17 of paid or unpaid KCFML in a single 12 month period for the employee's own qualifying serious  
18 health condition, to care for an eligible family member who has a qualifying serious health condition,  
19 to bond with a newborn child, adopted child or foster care placement (leave must be taken within one  
20 year of the child's birth or placement), and for any qualifying reason under the FMLA, or other  
21 family and medical leaves available under federal or state law.

22           **b.** The leave may be continuous or intermittent, when medically necessary.  
23 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster  
24 care child may only be taken when approved. KCFML shall run concurrently with other federal,  
25 state and county leaves to the extent allowed, including but not limited to the FMLA, Washington  
26 State Paid Family Leave Act (PFML), and the Washington State Family Care Act.

27           **c.** In order to be eligible for leave under this Article, an employee must have been  
28



employed by King County for at least 12 months and have worked at least 1,040 hours in the preceding 12-month period.

d. An employee who returns from KCFML within the time provided under this Article is entitled to the same position they occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment as provided in King County Code 3.12.300

## **ARTICLE 10: PAID PARENTAL LEAVE**

**Section 1. Introduction.** Paid Parental Leave (PPL) supplements a comprehensive leave eligible employee's accrued paid leaves to provide up to a total of twelve weeks of paid leave for a parent to bond with a new child.

**Section 2. Benefit Amount.** An employee's supplemental parental leave benefit is calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be taken within one year of the child's birth or placement in the home. The employee will receive the equivalent of their full salary for up to a total of 12 weeks, when combined with the employee's accrued leave (except for one week of sick leave and one week of vacation leave). The employee is permitted to use the supplemental leave first. Additionally, the employee may choose to take less than 12 weeks of leave. PPL is not subject to cash out. An employee who does not return to work for at least six months of continuous service following the leave, will be required to reimburse King County for the supplemental leave funds received.

**a. Example:** If an employee has two weeks of accrued vacation and three weeks of accrued sick leave at the time of the qualifying event, the employee shall be granted nine weeks of supplemental paid leave, bringing the total available paid parental leave to twelve weeks.

**Section 3. Eligibility.** PPL is available to all employees eligible for comprehensive leave benefits (e.g., full leave package including, sick leave, vacation etc.) who have been employed with the County for at least six months of continuous service at the time of the qualifying event. If both parents work for the County, then each employee is entitled to up to 12 weeks of Paid Parental Leave.

**Section 4. Benefit Period.** PPL must be used within 12 months of the qualifying event. An

1 employee may use Paid Parental Leave on an intermittent or part-time basis, as long as it is consistent  
2 with the department's operational needs, and it is approved in writing by the employee's supervisor  
3 prior to the leave.

4 ***Section 5. Concurrency.*** PPL will run concurrently with the County's family and medical  
5 leave, as well as federal and state family and medical leave laws, to the fullest extent permitted by  
6 law.

7 ***Section 6. Job Protection.*** PPL is protected leave. Barring required budget cuts or layoffs,  
8 an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory action  
9 may be taken against an employee for participating or planning to participate in the program.

10 ***Section 7. Health and Leave Benefits.*** The employee will continue to receive all health  
11 benefits and shall continue to accrue vacation and sick leave during the period PPL. For purposes of  
12 overtime calculations, PPL shall be considered the equivalent of sick leave.

## 13 **ARTICLE 11: WORKERS' COMPENSATION LEAVE & BENEFITS**

14 ***Section 1. Introduction.*** Paramedic and Paramedic Supervisors (employees) unable to work  
15 as a result of a workplace injury or occupational disease and approved for time-loss payments,  
16 including provisional approval, ("approved claim") are eligible to receive additional workers'  
17 compensation benefits. For approved claims, the County shall provide Industrial Supplemental  
18 Leave ("Supplemental Leave") to employees to increase the amount of wage replacement above  
19 time-loss payments an employee receives while on workers' compensation leave. Supplemental  
20 Leave and time-loss payments shall result in the employee receiving base pay<sup>1</sup> while on workers'  
21 compensation leave that is no less than what the employee would normally have earned in base pay if  
22 not on workers' compensation leave in accordance with this Article.

23 ***Section 2. Industrial Supplemental Leave Amount and Duration.*** For an approved claim,  
24 employees shall be provided with up to a maximum of six months (i.e. 183 calendar days, not work  
25 shifts) of Supplemental Leave such that an employee receives no less than the normal base pay they  
26

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27 <sup>1</sup> "Base pay" under this Article means equivalent pay to what an employee would normally receive while on paid leave during full time  
28 active service, taking into account that while an employee is on workers compensation leave time-loss payments are not subject to  
federal income or social security taxes. Base pay does not include overtime or other payroll deductions.

1 would have received while on paid leave during full time active service, taking into account that  
2 time-loss payments are not subject to federal income or social security taxes. Base pay does not  
3 include overtime or other payroll deductions. The six months of Supplemental Leave is the  
4 maximum an employee can receive per approved claim. If the Supplemental Leave is exhausted, the  
5 employee may continue to receive time-loss payments for approved claims per state law, and use  
6 furlough, sick, and vacation accruals to supplement wage replacement such that the employee  
7 continues to receive base pay while on workers' compensation leave. For approved claims, the day  
8 of injury followed by six consecutive calendar days shall constitute the Supplemental Leave "waiting  
9 period." Time-loss reimbursement of any sick leave used during the "waiting period" or otherwise  
10 shall be in accordance with state law.

11 **Section 3. Prospective Sick Leave Usage.** If employees are receiving time-loss payments,  
12 but have exhausted their own sick leave accrual, the employee may, for a period of two months after  
13 return to active service, draw prospectively on sick leave to a maximum of three shifts. Any such  
14 sick leave drawn upon shall be charged against earned sick leave until the employee has accrued the  
15 amount used. In the event an employee terminates or is medically separated from active service  
16 without having restored the sick leave drawn prospectively, the County shall deduct the actual cost of  
17 any payments made under this section from compensation or other money payable to the employee,  
18 or otherwise recover such payments.

19 **Section 4. Pay Practice.** When the County is able to more precisely calculate appropriate  
20 base pay for employees on workers' compensation leave, the County will notify the union and  
21 present to union representatives how the new payroll calculation/hours adjustment more closely  
22 equates to base pay within the intent of this Article. Subsequent to union notification and opportunity  
23 for review, the union agrees not to object to this pay practice implementation.

24 **Section 5. Other Benefits and Terms.**

25 a. While an employee is receiving time-loss payments, the employee, with approval  
26 of the employee's treating healthcare provider, shall perform such light duty tasks in the King County  
27 Medic One program as directed by County. The County may require that a licensed health care  
28

provider of its choice provide a second opinion as to the availability for light duty of any employee receiving a disability supplement.

b. Employees using Supplemental Leave or other paid leave shall continue to receive all insurance benefits provided by the County.

c. Employees who have approved workplace injuries or occupational disease claims shall be reimbursed for travel to and from medical appointments at a rate established by the state, in accordance with applicable statute and travel voucher policy, and as approved by the County. Other than the initial treatment on a claim, injured workers must treat with a provider who is part of the Washington State Department of Labor and Industries Provider Network. Employees who are working light duty may use Supplement Leave, if available, for medical appointments related to their work-related injury or illness.

d. Should the County require an Independent Medical Exam (IME), the employee shall be compensated at the appropriate overtime rate inclusive of travel time and mileage reimbursement per County ordinance.

***Section 6. Light Duty/Modified Duty Work Assignments.***

a. An employee who is unable to perform their regularly assigned duties because of a work or non-work related disability, or not cleared by their physician to perform full duty as a paramedic, may petition the Chief or their designee to be placed on a light duty/modified duty work assignment ("Light Duty") contingent upon the physician treating the employee providing an Activity Prescription Form and/or other requested medical documentation from the provider that releases the employee to modified duty. The employee can request to be assigned to either a 40-hour workweek (consisting of five, eight-hour days) or (four, ten-hour days). Approval of any Light Duty request and the application of the hours to be worked are at the sole discretion of the Chief or their designee.

b. **Pay and Leave Accrual (24hr shift schedule).** Twenty-four (24) hour shift employees approved light duty will be converted to the 40-hour schedule rate of pay in Addendum A with the 3.5% non-shift differential to account for loss of FLSA pay if the Light Duty assignment is scheduled for one full biweekly pay period or more. The employee will also transition to the 40-hour paid leave

1 accrual and holiday benefits if assigned to a Light Duty assignment for at least one biweekly full pay  
2 period or more.

3 In lieu of personal holidays, an employee this is assigned to Light Duty that exceeds six  
4 calendar months will become eligible to receive an award of (16) hours of vacation leave after  
5 completion of a six-month light duty assignment, and annually on the award date thereafter. No  
6 additional vacation hours in lieu of personal holidays will be awarded for Light Duty assignments  
7 that are less than six months.

8 ***Section 7. Workers' Compensation Process Committee.*** Upon request by either the County  
9 or Union, the parties may convene a workgroup responsible for meeting and recommending  
10 communication/process improvement ideas related to the administration of paramedic workers'  
11 compensation claims. If this occurs, the parties shall designate two labor and two management  
12 individuals.

## 13 **ARTICLE 12. DONATED LEAVE**

14 ***Section 1. No Solicitation.*** All donations of vacation and sick leave made under this  
15 Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving  
16 monetary or any other compensation or benefits in exchange for donation of vacation or sick leave  
17 hours.

18 ***Section 2. Approval.*** Donations require written approval from both the donating and receiving  
19 employees' directors. If approved, the donated leave will be available the pay period after the  
20 donation is processed by Department of Human Resources and Payroll.

21 ***Section 3. Vacation leave hours.*** An Eligible Employee may donate a portion of their  
22 accrued vacation hours (or furlough hours if applicable) to another Eligible Employee. The number of  
23 hours donated cannot exceed the donor's accrued vacation balance as of the date of the request. No  
24 donation of vacation hours shall be permitted where it would cause the employee receiving the  
25 transfer to exceed their maximum annual vacation accrual. Donated vacation leave will be converted  
26 to sick leave and placed in the receiving employee's donated sick leave bank provided the receiving  
27 employee meets the eligibility requirements under Section 6 of this Article.

**Section 4. Sick leave hours.** An employee may donate a portion of their accrued sick leave to another leave Eligible Employee provided the donating employee's sick leave balance will be 100 hours or more following the donation. An employee may not donate more than 25 hours of accrued sick leave in a calendar year.

**Section 5. Calculation of Donated Vacation and Sick Leave.** All donated vacation and sick leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received and placed in the receiving employee's donated sick leave bank.

**Section 6. Eligibility to receive and use donated leave hours from another employee.**

- a. The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave, comp-time).
- b. The employee can only use donated leave for FMLA qualified reasons and must be FMLA eligible.
- c. The leave for which the employee is requesting donations must be anticipated to be at least one regular workweek or more.

**Section 7. No cash out of donated leave.** Donated sick leave and vacation leave hours shall be excluded from the accrual payoff provisions contained in this Agreement, and sick leave/vacation leave restoration provisions contained in this Agreement.

**Section 8. No accruals on donated leave.** Vacation and sick leave will not accrue on donated leave as it is used.

**Section 9. No Reversion of Donated Leave.** Donated vacation and sick leave hours remain with the recipient and do not revert to the donor.

**Section 10. Employee donations to an Emergency Medical Leave Fund – Pilot Program.**

- a. The County has initiated an Emergency Medical Leave Fund pilot program, whereby an Eligible Employee may donate a portion of their accrued vacation and/or sick leave hours to an "Emergency Medical Leave Fund" (Fund) that is managed by the

Department of Human Resources. At the County's discretion, the pilot program can either be continued as a regular program or ended upon 30-day written notice.

**b.** Donations require written approval from the donating and receiving employees' directors. If approved, the donated leave will be available the pay period after the donation is processed by DHR and Payroll.

**c. Vacation hours.** An employee is limited to donating (80) hours of accrued vacation per calendar year to this Fund, unless the employee's department director approves a greater amount.

**d. Sick leave hours.** An employee can donate up to (25) hours of their accrued sick leave per year to this Fund, provided the donating employee's sick leave balance will be 100 hours or more following the donation.

**e. Receive and use donated leave from the Emergency Medical Leave Fund.**

**i.** The Eligible Employee must submit a request to DHR for hours.

**ii.** The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave, comp-time).

**iii.** The employee can only use donated leave for FMLA qualified reasons and must be FMLA eligible.

**iv.** The leave for which the employee is requesting donations must be anticipated to be at least one regular work week or more.

**v.** The maximum donation an employee can receive is up to 80 hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80 hours), prorated for part-time employees.

**vi.** Hours will be distributed on a first come first serve basis and only awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay status).

**vii.** Given there is only a finite number of dollars in the Emergency Medical Leave Fund, there is no guarantee that hours will be awarded.

**f. 60-day use requirement.** Donated hours not used within 60 days of being

awarded remain in or are returned to the Emergency Medical Leave Fund and do not revert to the donor.

***Section 11. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.***

The executive may implement a process providing the opportunity for comprehensive leave eligible employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

***Section 12. Donation to an Account or Program to Benefit Children of Deceased***

***Employee.*** If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under 23 years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

**ARTICLE 13: ORGAN DONOR LEAVE**

**Section 1.** Comprehensive leave eligible employees shall be granted leave for organ donation in accordance with King County Code 3.12.215, as amended.

**Section 2.** Comprehensive leave eligible employees who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay, provided that the employee shall:

a. Give the manager/designee reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

b. Provide written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

c. Time off from work for the purposes set out above more than five (5)



working days shall be subject to existing leave policies under this Agreement.

## **ARTICLE 14: HEALTH BENEFITS**

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

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

**Section 3.** The County and union agree to meet at mutually agreed regular intervals for approximately six months following ratification of the Agreement to meaningfully evaluate the bargaining unit opting out of King County benefits in the future and selecting a plan outside of King County (e.g., IAFF Health and Wellness Trust, etc.). This labor-management committee may also evaluate HRA-VEBA options if the bargaining unit stays on JLMIC benefits. The committee may opt to issue a joint report with recommendations to inform future health benefit negotiations.

## **ARTICLE 15: WAGE RATES & PREMIUM PAYS**

**Section 1. 24-hour shift medic.** In recognition of the parties' customary payroll practice, the parties agree to supersede WAC 296-128-035(8), as follows:

a. Paramedics and Paramedic Supervisors regularly scheduled for 24-hour shifts shall be paid for 94.1538 hours per pay period (i.e., 2448 annual scheduled hours / 26 pay periods) at their applicable rate in Addendum A regardless of the number of hours actually worked, except as described below:

i. Overtime benefits provided under the CBA (inclusive of FLSA overtime), and any/all other pay premiums coded into Telestaff by payroll cutoff deadlines (i.e., Monday after pay period ends) will be reflected on the next paycheck.

ii. If a shift paramedic is absent and on leave during the pay period, the paramedic's accrued and available paid leave will be applied to cover scheduled shifts. The bi-weekly pay of paramedics who are absent from scheduled work and in a leave without pay status for less than two shifts during the pay period shall be computed by subtracting the number of hours absent from 94.1538 and multiplying by the paramedic's hourly pay rate. When the unpaid absence equals two or more scheduled working shifts in one pay period, payment will be made only for actual hours worked.

**Section 2. 40-hour schedules.** Paramedics and Paramedic Supervisors not scheduled to work 24-hour shifts shall be paid according to Addendum A based on actual hours worked each biweekly pay period and eligible for overtime earnings consistent with the collective bargaining agreement.

**Section 3. Payroll Reconciliations.** The County may conduct payroll reconciliations consistent with the terms agreed upon in the 2018 Memorandum of Agreement: Paramedics Bi-Weekly Pay Conversion Agreement (280U0118).

**Section 4.** The Union acknowledges an impact on the County due to a previous court ruling on the FLSA 7(k) exemption and agrees to a waiver of three and one-half percent (3.5%) (of parity) of the regular wages negotiated by comparing I.A.F.F. 2595's wages to comparables agreed upon by both parties. It shall be the intent and purpose of the Union to abide by this waiver in future negotiations barring change in either the court's interpretation of the 7(k) exemption or the hours worked per week by the employee group as a whole.

**Section 5.** The hourly wage rates for Paramedics assigned to a forty (40) hour workweek position shall be the annual Paramedic salary (hourly rate X 2448) divided by 2080 hours per year as reflected in Addendum A.

**Section 6. 2024 General Wage Increase (GWI).** Effective January 1, 2024, the base hourly wage rates in effect on December 31, 2023, shall be increased by 6%. Payment of this increase shall

1 be implemented in a lump sum payment made as soon as practical after the parties' full ratification of  
2 this Agreement by multiplying the percentage increase times all wages earned in retro-eligible pay  
3 codes (e.g., not to include one-time or flat payments, unless expressly stated otherwise) from January  
4 1, 2024, through December 31, 2024, inclusive of those dates.

5 **Section 7. 2025. GWI.** Effective January 1, 2025, the base hourly wage rates in effect on  
6 December 31, 2024, shall be increased by 4.1%. If the timing of implementation of this increase  
7 requires any retroactive application, payment of this increase shall be implemented in a lump sum  
8 payment in accordance with the method outlined for 2024 above in this article for all retro-eligible  
9 earnings.

10 **Section 8. 2026 GWI.** Effective January 1, 2026, the base hourly wage rates in effect on  
11 December 31, 2025, shall be adjusted in accordance with 100% of the Consumer Price Index for  
12 Urban Wage Earners and Clerical Workers (CPI-W) for Seattle-Tacoma-Bellevue (the percentage  
13 increase from June 2024 to June 2025), with no floor and no ceiling, which produces a wage increase.  
14 If the timing of implementation of this increase requires any retroactive application, payment of this  
15 increase shall be implemented in a lump sum payment in accordance with the method outlined for  
16 2024 above in this article for all retro-eligible earnings.

17 **Section 9. Field Training Officer (FTO) Premium.** The Chief (or designee) shall determine  
18 FTO assignments for those paramedics that are qualified and have volunteered to be part of the FTO  
19 program. The hourly wage rate of Paramedics assigned as FTOs shall be the applicable hourly wage  
20 rate of Paramedics plus ten percent (10%) for those hours on regular duty when they are directly  
21 supervising and training new hires on probation. This additional pay is considered temporary and  
22 does not represent a promotion. FTO pay shall also apply when an FTO is assigned to the direct  
23 supervision of an employee involved in the process of reentry or remedial training. The Chief may  
24 remove an FTO assignment based on documented performance concerns or disciplinary action.

25 **Section 10. Paramedic Shift Trainer (PST) Premium.**

26 a. The Chief may designate paramedics on a temporary basis as shift trainers in full  
27 workday/shift increments as needed based on operational and staffing needs. Paramedics assigned to

perform “shift trainer” functions will be expected to perform run review audits and provide first responder training support. The County retains sole discretion whether to designate or remove a paramedic’s shift trainer designation assignment.

**b.** For paramedics assigned to 24-hour shifts, the shift trainer premium shall be three percent (3%) and provided in full workday/shift increments on actual hours worked. If a paramedic is assigned full-time to the 40-hour workweek schedule, then the shift trainer premium will be paid at five percent (5%) on actual hours worked. The shift trainer premium will not be paid while an employee is on leave or while assigned to a special event. Employees will not be tasked with shift trainer duties while not earning the shift trainer premium.

**c.** In the event a paramedic shift trainer is also tasked with supervising and training new hires or supervising an employee in remedial training as a FTO, the employee will only be eligible for a maximum ten percent (10%) FTO pay premium while performing FTO duties and shift trainer duties (i.e., not a combined or stacked premium).

***Section 11. Paramedic Supervisor (MSO) and Acting MSO Pay Rates.***

**a. 40-hour Admin MSO.** The hourly wage rates for Paramedic Supervisors assigned to a 40-hour workweek position (“40-hour Admin MSOs”) shall be as stated in the wage addendum, Addendum A. 40-hour Admin MSOs shall also receive an additional non-shift premium equal to three and one half percent (3.5%) of the MSO wage rate for all hours worked as a 40-hour non-shift paramedic supervisor MSO. This information is outlined in Addendum A. The hourly wage rate for Paramedic Supervisor MSO Operations (MSO # 2) shall be the forty (40) hour Admin MSO rate referred to above plus an additional five percent (5%) as listed in Addendum A.

**b. Shift MSO.** The hourly wage rates for Paramedic Supervisors assigned to twenty-four (24) hour shifts shall be the applicable Paramedic hourly wage rates plus fifteen percent (15%) in Addendum A.

**c. Acting MSO.** The hourly wage rates for Acting MSOs shall be the applicable paramedic hourly wage rate plus fifteen percent (15%).

d. In accordance with Addendum F, the MSO series shall continue to receive a 2.5% base pay increase over their current MSO base rates. This rate will be reflected in Addendum A.

**Section 12. Uniform Allowance.** Each paramedic will receive an annual clothing allowance of \$1,000.00, before appropriate individual payroll taxes, for the purchase of authorized uniform clothing. The County will provide employees with a Class A Uniform at no cost to the employee and provide reimbursement for items required due to a promotion at no cost to the paramedic, including modifications to the Class A Uniform. Upon hire, Paramedic In Training (PIT) will be provided with all necessary uniforms to attend paramedic training at no cost to the employee. The County will purchase the first KCM1 duty badge for employees. Paramedics can receive reimbursement for personal protective eyewear to a limit of \$100 each calendar year. To be eligible for reimbursement for eyewear, purchases must be substantiated by receipts. Maintenance of such uniforms is the responsibility of the employee. Paramedics will be provided with personal protective equipment (PPE), pursuant to King County Medic One Uniform Policy.

**Section 13.** Personal property damaged in the line of duty will be repaired or replaced at County expense to a maximum cost of \$250.00 per incident, except as provided above.

Section 14. If through no fault or negligence (i.e. reasonable risk management precautions are taken) on the part of the employee, County property that is lost or stolen shall be replaced by the County at no expense to the employee.

## **ARTICLE 16: PARAMEDIC IN TRAINING & PARAMEDIC PROBATION**

**Section 1. Classification.** Paramedic In Training (PIT) Classification Code is 3304200.

**Section 2. Pay Range.** PIT hourly pay rate shall be reflected in Wage Addendum B. The PIT classification shall be subject to the same general wage increases as provided for under Article 15.

**Section 3. Union Recognition, Membership and Bargaining Unit Seniority.** The County recognizes the Union as the exclusive bargaining representative of PIT and will consequently be covered under the applicable terms of the Agreement and where Agreement is silent, the PIT will be covered by the King County Personnel Guidelines. The PIT will begin to accrue bargaining unit seniority upon hire.

**Section 4. Hours of Work.** The working hours and workweek of PIT shall be determined by the County.

**Section 5. Employment Status.** PIT that fail to complete their training internship will be terminated from employment without recourse under the grievance procedure or further appeal. PIT are considered in at-will employment status.

**Section 6. Paid Leaves, Insured Benefits and Pension.** PIT will be eligible for paid leaves and insured benefits as provided a 40-hour Paramedic pursuant to applicable provisions of the Agreement, and state provided pension benefits. PIT will not however be permitted to take paid leave except as approved by the County in emergent situations, or as required by state law.

**Section 7. Paramedic probation.** After the PIT period is successfully completed, the employee shall serve a one-year probationary period from the start date of their regular paramedic orientation as specified in employment correspondence, which should also state the new applicable pay rate. During the one-year probationary period, the employee is considered in at-will employment status and not subject to the just cause standard. Probationary separations may not be grieved under any provision of the CBA or subject to further appeal.

## **ARTICLE 17: OVERTIME**

**Section 1.** All overtime shall be authorized by the Department Director or their designee.

**Section 2.** All employees shall receive the contractual overtime rate for hours worked in excess of forty (40) hours per FLSA workweek, and also as provided by this Agreement.

**Section 3.** The contractual overtime rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay plus any applicable hourly pay premiums in effect at the time the overtime is worked when calculating the contractual overtime rate. If the FLSA requires a higher rate of pay for any overtime hours worked, the employee shall be paid at the higher rate of pay pursuant to the FLSA.

**Section 4.** Shift Paramedic Supervisors may be assigned to cover non-supervisory Paramedic vacancies during their regular hours of work at straight time. 40-hour (non-shift) Paramedic Supervisors may be assigned to cover Shift Paramedic Supervisor vacancies during their 40-hour

week at the appropriate hourly rate. It is intended that this use of 40-hour Paramedic Supervisors will be of a temporary nature, normally not to exceed four hours.

**Section 5. 40-hour (non-shift) Paramedic and Paramedic Supervisor Overtime Rates.** The 3.5% non-shift premium for employees assigned to a 40-hour workweek is a “non-shift” assignment premium (or a “shift differential” under the FLSA). When an employee is not working the 40-hour schedule, they are ineligible for the 3.5% premium on hours worked performing work on a medic unit.

Overtime hours worked by a 40-hour non-shift paramedic which are directly related to their primary 40-hour non-shift responsibilities shall include the 3.5% “non shift” premium.

**Section 6. General Callout.** For the purpose of administering this section, “callout” is defined as situations where a paramedic is called into work and has actually made an effort at coming to work. A minimum of three hours at the contractual overtime rate shall be allowed for each callout. If overtime exceeds three hours, the actual hours worked shall be paid at the contractual overtime rate. “Part-Time ALS services” shall not be subject to the callout minimum.

**a. Vashon Island Callout.** Off duty medics on the Active 911 roster on Vashon Island may be activated by management to ensure ALS coverage on Vashon. Medics that respond must continue to provide coverage until relieved by the on-duty crew. A minimum of three hours at the contractual overtime rate shall be provided to medics that respond. If overtime exceeds three hours, the actual hours worked shall be paid at the contractual overtime rate.

**Section 7. Part-Time ALS Services.** These are defined as a paramedic providing pre-approved ALS services in an otherwise off-duty situation. Part-Time ALS services shall be compensated at the contractual overtime rate, for the actual time after dispatch for ALS care or from the start of patient contact, whichever comes first, and shall terminate when the employee has concluded their ALS duties related to the incident (e.g., patient care, patient charting, restock). Part-time ALS service work shall not receive the three hour callback minimum.

**Section 8.** Callout pay may apply to cancellation of Continuing Medical Education (CME/CE) as follows:

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

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

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

**Section 9.** Emergency work at other than the normal scheduled working hours, or special scheduled work hours shall be credited as overtime paid at the contractual overtime rate. In the event this overtime work is accomplished prior to the normal scheduled working hours and the employee subsequently works their regular shift, their regular shift shall be compensated at regular time.

**Section 10.** Off duty court time required as a result of an employee's work assignment shall be compensated at a minimum of two hours at the contractual overtime rate; said time to be computed from the time the employee leaves their home for court, including any time spent securing evidence or other material necessary for the court appearance, to the time they return to their home, such time to be computed using the most direct route available.

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

**Section 12.** There shall be no practice of compensatory time earned except by mutual agreement between the employee and the County. Compensatory time shall be earned at the rate of one and one-half (1.5) times the regular rate.

**Section 13.** Hold-over time worked as an extension of a regular working shift shall be paid at the contractual overtime rate to the next even one-half hour time period. County-authorized training overtime shall be paid for the actual time worked (to the next one-tenth of an hour).

**Section 14. Extra Duty Coverage for Paramedics and Paramedic Supervisors (MSOs).**

Extra duty coverage opportunities (i.e., callbacks) may arise due to schedule vacancies created



1 by sick outages, uncovered furlough request, and special event standby and shall be filled pursuant to  
2 the Medic One callback policy ("Callback Policy"). Extra duty coverage does not include Medic X  
3 assignments.

4 The Callback Policy shall exist in the Standard Operating Guidelines and may be updated  
5 from time to time subject to mutual agreement with designated Union representatives. Should the  
6 County and Union be unable to agree on updates to the Callback Policy, the parties agree to engage in  
7 bargaining prior to implementation.

8 ***Section 15. Special Events on Holidays.*** Pursuant to the parties' February 14, 2008, Letter  
9 of Understanding, bargaining unit members providing Advanced Life Support Services to agencies  
10 which have contracted with King County Medic One will receive a minimum of seven hours of  
11 compensation at the contractual overtime rate and twice the normal base rate of pay for all  
12 compensated hours of work performed on County holidays (as listed in King County Code 3.12.230).

13 **ARTICLE 18: HOURS OF WORK**

14 ***Section 1. Annual Shift Paramedic Hours.*** The regularly scheduled working hours of  
15 paramedics and shift paramedic supervisors affected by this Agreement shall be 2,448 hours on an  
16 annualized basis (equivalent to an average of forty-seven and eight hundredths (47.08) hours per  
17 week and 94.16 hours per biweekly pay period.

18 ***Section 2. Shift Paramedic Work Schedule.***

19 **a.** Paramedics and Paramedic Supervisors assigned to twenty-four (24) hour shifts shall be  
20 assigned to one of four (4) shift platoons. Assignment to platoons will be made by the County at the  
21 discretion of the County.

22 **b.** The work schedule for Paramedics and Paramedic Shift Supervisors shall be as follows:  
23 one (1) twenty-four (24) hour shift on, one (1) twenty-four (24) hour shift off, one (1) twenty-four  
24 (24) hour shift on, followed by five (5) consecutive twenty-four (24) hour periods off. The above  
25 cycle is repeated ad infinitum, provided that implementation of the above schedule within a calendar  
26 year period may result in the scheduling of either more or less than ten (10) additional shifts in order  
27 to arrive at the total of 102 shifts within the calendar year period. These shifts shall be known as

Medic X shifts. Shift employees added during the calendar year shall have their Medic X shift assignment prorated. Prorated Medic X hours shall be assigned as Medic X shifts in accordance with the provisions of this contract. These regular and extra shifts shall not be scheduled in such a manner as to cause the employee to work more than three (3) shifts (72 hours) in any eight-day (192 hour) period, additionally providing that no more than four (4) Medic X shifts be scheduled in any sixty (60) consecutive day period; and, providing further that no more than two (2) Medic X shifts be scheduled in any consecutive thirty (30) day period during the calendar year unless there is mutual agreement by both parties. To the extent an employee's approved furlough interferes with the scheduling of that employee's Medic X shifts, the County may request that employee to work Medic X shifts at more frequent intervals. Medic X shifts shall not be assigned on the following days for the purpose of filling furlough requests without the written agreement of the employee assigned: Easter, July 4, Thanksgiving Day, Christmas Eve, and Christmas Day. The employees agree to hold management free of liability for failure to assign a Medic X shift to cover a furlough request for any of the above days.

c. Throughout the year, the County may offer Paramedics and Shift Paramedic Supervisors assigned third person shifts the option of transferring to an open shift as these become available. Partial increments of twenty-four (24) hour shifts may be utilized by mutual agreement of both parties.

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

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

**Section 4. Standard FLSA Workweek.** The FLSA workweek for both shift employees and

40-hour employees shall be as determined by King County.

***Section 5. Paramedic 40-hour Work Schedule.***

a. The standard hours of work for a Paramedic Supervisor or a Paramedic assigned to a forty (40) hour workweek shall consist of five (5) consecutive standard workdays not to exceed eight (8) hours each workday and not to exceed forty (40) hours per week, Monday through Friday inclusive. Paramedic Supervisors or Paramedics who are subject to call out during their meal period shall work an eight (8) hour day inclusive of the meal period. No overtime will be paid for the meal period. Paramedic Supervisors and Paramedics not subject to call out during their meal period shall work an eight (8) hour day exclusive of a one (1) hour meal period.

b. Notwithstanding the provisions of Section 5(a) above, there may be established a workweek consisting of four (4) consecutive workdays of ten (10) consecutive hours each workday for Paramedics assigned to a 40-hour workweek subject to approval by the County based on workplace needs. Any established four/ten workweek shall provide for three (3) consecutive days off, one of which shall be a Saturday and/or a Sunday.

***Section 6.*** In the event of an emergency situation (one which cannot reasonably be anticipated through the use of planning) resulting in an open shift, or portion of a shift, in the staffing of Paramedic units or Shift Paramedic Supervisor positions, the procedures from *Article 17, Section 14* shall be utilized in the order listed in that section. Being “Registered” shall mean having completed an off-shift registration form or automated scheduling program in use making oneself available to work a shift or portion of a shift. Call up policy shall dictate the precise procedures for filling a shift or portion of a shift.

***Section 7.*** Shift changes or any portion of a shift change in scheduled shifts may be exchanged on an equal basis between the Paramedics involved (or between the Paramedic Supervisors and the Acting Shift Paramedic Supervisors involved), subject to approval of the County and with no premium payment allowed. Pay back dates shall be in the same year as the requested trade with the exception of trades made after the publication of the actual annual schedule.

***Section 8.*** The County agrees to an Early Relief program for all employees covered by this

1 Agreement. Early relief is to be provided by means of trade on a position-for-position basis with a  
2 notification to the MSO.

3 **Section 9.** Training and drill hours for two (2) person Primary Response Crews shall be from  
4 one (1) hour after shift change and for eight (8) hours thereafter. The total number of scheduled  
5 hours for Training and Drill shall not normally exceed four (4) hours per shift for Primary Response  
6 Crew. For purposes of this section, training is defined to include those subjects that pertain to  
7 Advanced Life Support as defined in R.C.W. 18.73 as may be amended.

8 **Section 10.** Employees shall not be required to perform duties not related to Primary  
9 Response requirements and readiness between the hours of 1800 hours and shift change. The  
10 Operations Paramedic Supervisor's primary duties including scheduling may extend until 2100 hours.

11 **Section 11. Daylight Savings Adjustment.** Employees who work a shift which spans the fall  
12 daylight savings adjustment period will be paid for all time actually worked on that shift (including  
13 the extra hour created by daylight savings adjustment). Employees working a shift which spans the  
14 spring daylight savings time adjustment period will be paid for hours actually worked; however, such  
15 employees will be permitted to use one hour of accrued furlough, vacation, or comp time, or may  
16 remain at medic unit assignment for up to one (1) hour.

17 **Section 12. Paid Administrative Leave (PAL).** Employees who are placed on Paid  
18 Administrative Leave (PAL) by the Department Director (or designee) shall maintain their regular  
19 work schedule hours (i.e., 24-shifts or 40-hour), pay, and paid leave accrual benefits, except that the  
20 County may require an employee to temporarily schedule flex their work hours and report to a  
21 designated County worksite with 48-hours advance notice of the schedule change.

22 For example, a 24-hour shift paramedic placed on PAL scheduled to work a 24-hour shift on  
23 Monday and a 24-hour shift on Wednesday in the workweek may, with 48-hours advance noticed by  
24 the County, be required to change four of their scheduled work hours from Wednesday to Thursday  
25 starting at 9:00am as part of their work obligations while in PAL status. In this example, the 24-hour  
26 shift paramedic work schedule would remain the same on Monday, Wednesday would change to a  
27 20-hour workday, and Thursday would be a four-hour workday from 9:00AM to 1:00PM.

Preapproved vacation/furlough leave or paid sick leave, will continue to be honored by the County while an employee is on PAL. An employee may also submit new paid leave requests while on PAL that will be subject to customary KCM1 approval or denial process.

### ***Section 13. Medic Special Assignment.***

**a. Designation.** The Chief may designate a 24-hour shift employee to a KCM1 position that involves a 40-hour work schedule upon mutual agreement with the employee. A *Medic Special Assignment* under this section shall be distinguished from the terms of a Special Duty Assignment (i.e., KCC 3.15.140), working-out-of-class (i.e., KCC 3.15.145), and Light Duty. The Chief (or designee) may end a Medic Special Assignment with notice to the employee, and the employee will revert back to their prior position and regular work schedule.

**b. Pay and Leave Benefits (24hr shift to 40hr workweek).** An employee assigned to a twenty-four (24) hour shift work schedule that is assigned a Medic Special Assignment will be converted to the 40-hour schedule rate of pay in Addendum A with the 3.5% non-shift differential to account for loss of FLSA pay from shift schedule if the Medic Special Assignment is scheduled for one full biweekly pay period or more. The employee will transition to the 40-hour paid leave accrual and holiday benefits.

In lieu of personal holidays, an employee on a Medic Special Assignment that exceeds six-calendar months will become eligible to receive an award of (16) hours of vacation leave after completion of their six-month Medic Special Assignment, and annually on the award date thereafter.

## **ARTICLE 19: CONTINUING EDUCATION & EDUCATION INCENTIVE**

It is the responsibility of all paramedic personnel to meet the University of Washington School of Medicine, Harborview Medical Center requirements for Continuing Medical Education (CME). As a condition of employment, it is necessary for the employees to maintain certification as a Physician Trained Mobile Intensive Care Paramedic (MICP) in King County, Washington. The EMS Division is responsible for providing the required training or identifying sufficient opportunities to bargaining unit members in order to attain their required CME hours. The King County Medic One Training Officer is responsible for notifying paramedics, in a timely manner, of opportunities to

1 acquire CME credit whenever they receive notice of such opportunities. Failure to satisfactorily  
2 complete the required number of hours of CME in a timely manner will result either in disciplinary  
3 action or separation from employment for failure to meet these minimum qualifications.

4 Exceptions to this may occur due to prolonged sick leave, on the job injuries, uniformed  
5 service activation or other circumstances beyond the employee's control that preclude the employee  
6 from completing the required training in a timely manner. These exceptions will be granted on a  
7 case-by-case basis at the discretion of the Medical Services Administrator (MSA) or their designee  
8 and the King County Medic One Medical Program Director (MPD).

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

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

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

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

27 ***Section 1. Pre-approved CME.***

1                   a. Tuesday Series:

2                   King County Paramedic Training offers regular training on the first Tuesday of the month for  
3 10 (ten) months of every year. This training is considered pre-approved and shall be compensated at  
4 1-1/2 (one and one half) times the regular rate of pay for employee's who attend these courses on off-  
5 duty status. Tuesday series is not approved for overnight accommodation under any circumstances.

6                   b. Training that does not require overnight accommodation:

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

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

19                  The intent of this language is that requests to attend "pre-approved" classes are to be  
20 expedited.

21                  ***Section 2. Training that requires overnight accommodations.***

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

26                  If a request for training that requires an overnight stay is granted, it shall not be precedent-  
27 setting, and past practice with respect to the training allowed and the number of people allowed to

attend shall have no bearing on future decisions or requests.

***Section 3. Education Incentive.***

Additional courses not addressed above shall be reimbursed (not paid in advance) by the Emergency Medical Services (EMS) Division for up to a maximum of \$2,500 (two thousand five-hundred dollars) annually per employee subject to the availability of EMS funds. To qualify, the employee must submit the request for course(s) in advance to be pre-approved by management. The course(s) must be relevant to the position to include General University Required (GURs) courses leading to a degree in a related field. Reimbursement will occur once the employee provides proof of successful completion of the course(s).

***Section 4. Continuing Education.***

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

**ARTICLE 20: MSO PROMOTIONAL PROCESS & SELECTION**

***Section 1. Introduction.*** Every three years the County shall provide a testing process (“MSO Test”) that objectively and comprehensively assesses skills necessary for promotion to Paramedic Supervisor. The terms of this Article are intended to and do constitute the entire MSO promotional and selection process. In order to be eligible to participate in the MSO Test, individuals shall be a current King County Medic One Paramedic with a minimum of five (5) years of service as a King County Medic One Paramedic..

Paramedic Supervisor positions shall be classified as either Medical Services Officer Shift Supervisor (Shift MSO), Medical Services Officer Division Supervisor (DS MSO), or Medical Services Officer Operations/Administrative Supervisor (Ops/Admin MSO). The radio identifiers for the MSO positions shall be as follows:

- a. Shift MSO position shall be MSO 1;
- b. DS MSO positions shall be MSO 3, 4, 6 and 10; and



1 c. Ops/Admin MSO position shall be MSO 2.

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

8 Paramedics that intend to participate in the MSO Test (“MSO Test Participants”) shall  
9 communicate their intent to participate and their intent to be ranked on the Administrative MSO list  
10 (i.e. Ops/Admin MSO and DS MSO) or Shift MSO list (i.e., Shift MSO) or both not less than thirty  
11 (30) calendar days prior to the MSO Test. MSO Test Participants shall not have the opportunity to  
12 add themselves to a list after the thirty (30) day notification deadline.

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

18 Text and reference materials that are appropriate and which may be used for study purposes  
19 shall be maintained by the County and shall be made available to each individual who wishes to  
20 prepare for the examination no less than sixty (60) calendar days prior to the MSO Test.

21 EMS will provide an optional practice session on at least two different dates for the proposed  
22 MSO Test as part of the contractor deliverables. In addition, EMS should announce the various  
23 testing stations (e.g., Leadership, Tactical, Conflict Resolution) and announce their general make-up  
24 to all potential participants (e.g., practical and written or memorization and presentation) prior to  
25 upcoming MSO tests.

26 County designees and Union representatives will be responsible for compiling an MSO Test  
27 Lessons Learned Manual containing all available prior MSO Test grievances/complaints related to

1 the MSO Test and responses/resolutions for the benefit of all parties. The Manual will be required  
2 review for any/all members of the MSO Test Design Team, which shall be determined by the  
3 Representatives identified in Section 3. The Manual will include the most current language of the  
4 CBA that deals with the exam process for reference and relevant Memorandums of Agreement. The  
5 purpose of the Manual is to equip future Test Design Team members with sufficient information to  
6 avoid repeating past test errors and inform the team about previous lesson learned.

7 Additionally, the Test Design Team should create a checklist for the testing contractor to  
8 follow that outlines each step of the MSO Test process. The intention of this list is to minimize the  
9 risk of mistakes by the testing contractor.

10 **Section 3. Test Development and Administration.** Examinations shall be developed by an  
11 independent testing service and administrated by the County. The County and the Union shall each  
12 designate at least two (2) representatives and no more than six (6) representatives for the Union or the  
13 County (“Test Design Team”), to attend the administration of any examination to record and report  
14 any inconsistencies during the testing. The Union and the County shall have an equal number of  
15 representatives. The Test Design Team shall be informed by the independent testing service,  
16 concurrently and in the same forum, prior to the MSO Test date as to the format of testing and the  
17 expected rules of conduct for the participants. The Test Design Team shall work in good faith to  
18 approve the format and rules of conduct and, once approved, the County shall notify the MSO Test  
19 participants in writing with this information no less than sixty (60) calendar days prior to the MSO  
20 Test. Any members of the Test Design Team or individuals involved in approving content or  
21 direction that in any way influences the MSO Test shall not be MSO Test Participants.

22 **Section 4. Test Examination.** For the examination, the independent examining agent shall  
23 ensure that the MSO Test is impartially administered. In preparation for the creation of the MSO  
24 Test, the Representatives shall meet with the examiner. The County shall provide current job  
25 descriptions for the supervisor positions to the examining agent. The Test Design Team shall offer  
26 comments and suggestions, or voice objections as to how the MSO Test is to be conducted and work  
27 collaboratively to ensure the job announcement development, test design, test validation and test

1 administration follows this CBA. No announcements or testing materials shall be released until  
2 reviewed for accuracy by the Test Design Team. No other Individuals except for the Test Design  
3 Team and independent testing service agents, including those outside the bargaining unit, will have  
4 prior access to, or prior notice of, specific examination procedures, questions or the identity of any  
5 oral examiners selected for the MSO Test.

6 The Test Design Team shall attempt to select examiners from outside of King County and/or  
7 the KCM1 Services Area. The Test Design Team shall have the right to exclude/deny participation  
8 of any evaluator(s), which are not acceptable to the representatives.

9 The County and the Union will continue to work together to develop a SIMM Lab or Tactical  
10 Exercise Simulator providing for practical training and repeating practice for candidates for the MSO  
11 position. This lab will be conceptually similar to the SIMM Lab used for Battalion Chiefs for large  
12 scale incidents but would be specific for the Medical MSO promotional test. The lab would involve a  
13 series progression of three different levels of complexity, growing from simple to complex set of  
14 issues. The goal would be to allow a learning lab for candidates to practice interaction and manage  
15 complex scenarios (e.g., Duck/Bus Crash in September 2015) or mass shootings to better prepare for  
16 the assessment center process.

17 **Section 5. Test Scoring.** After all candidates have completed the MSO Test and the result of  
18 the exam is known by the test contractor, the score results should be provided by the contractor to  
19 each candidate for their review. The test results should be transmitted electronically and/or by mail  
20 to each candidate. The test scores should not be ranked at this time because scores and ranking may  
21 be changed due to candidate test challenges. Each candidate shall have 14 calendar days after the test  
22 results are sent to dispute any specific test score received per Section 6 of this Article. After any and  
23 all test challenges have been decided by the test contractor, the contractor will transmit candidate  
24 scores to EMS in ranked order.

25 Upon completion of the MSO Test, participants shall be ranked on either the Admin MSO or  
26 the Shift MSO list or both based on their score. The promotional lists shall be independent of each  
27 other.

1 After all candidates have completed the MSO test process and the result of the exam is known  
2 by the test contractor, the score results should be provided by the contractor to each candidate for  
3 their review. The test results should be transmitted electronically and/or by mail to each candidate.  
4 The test scores should not be ranked at this time because scores and ranking may be changed due to  
5 candidate test challenges. Candidates shall be permitted to review their examination scores after the  
6 testing process has concluded. Upon request, a confidential written explanation shall be provided to  
7 each candidate identifying a candidate's strengths and weaknesses. In the event of ties between two  
8 or more candidates' seniority shall be used to determine ranking on the promotional lists. After any  
9 and all test challenges have been decided by the test contractor per Section 5 and Section 6 of this  
10 Article, the contractor will transmit candidate scores to EMS in ranked order. After the score review  
11 period, the EMS Chief will personally call each candidate to inform them of their score and position  
12 on the rank ordered list. All candidates will be notified in a respectful and expedient manner. If  
13 during the notification process the phone contact is unsuccessful, the Chief will contact the candidate  
14 via email and cc the Union President or designee.

15 **Section 6. Dispute Resolution.** Promotional Test candidates shall have fourteen (14) calendar  
16 days after the test results are sent electronically to dispute any specific test score received. The  
17 candidate must submit test challenges in writing to the test contractor and explicitly identify what  
18 questions they are challenging. The candidate should also provide a copy to EMS Management  
19 (Chief and HR) of the questions/components challenged. The contractor will be responsible for  
20 rendering a decision about the challenge. The contractor shall provide an email decision about the  
21 challenge to the candidate, the Union President, and EMS Management.

22 When the testing contractor provides an email decision in response to a test challenge, the  
23 candidate and Union shall have fourteen (14) calendar days per the standard Article 21 Grievance  
24 Procedure to jointly challenge the test contractor response if an alleged contract violation has  
25 occurred. All MSO Test process grievances shall start at Step 2 of the grievance procedure.

26 **Section 7. Shift MSO Selection.**

27 a. In the event of a permanent vacancy in the Shift MSO classification, the top four  
28

1 candidates on the Shift MSO list (“Promotional Group”) will first be asked by the Chief/designee if  
2 they wish to be considered for promotion to fill the vacancy. Additionally, all permanent MSOs will  
3 be asked by the Chief/designee if they wish to be considered to fill the vacancy and be added to the  
4 Promotional Group. All candidates must respond within seven calendar days after receipt of notice.

5 If one or more of these top four candidates from the MSO Shift list indicates they are *not*  
6 interested or do not respond, the next ranked candidate(s) on the Shift MSO list will be added to the  
7 Promotional Group, and the disinterested candidates will be removed from the Promotional Group to  
8 ensure only interested candidates are considered.).

9 b. After the Promotional Group has been established, the County shall have discretion  
10 to conduct interviews with all of the candidates in the Promotional Group or not to conduct  
11 interviews with any of the candidates in the Promotional Group. If the County decides to conduct  
12 interviews, the County shall schedule interviews in the following manner: (1) All candidates in the  
13 Promotional Group shall be offered the opportunity to interview at a reasonable time and day for the  
14 candidate or when the candidate is scheduled for work; (2) each interview shall be scheduled for the  
15 same time duration; and, (3) candidates shall be asked the same or similar interview questions, and  
16 these questions shall be made available to the Union and candidates at least five (5) calendar days  
17 prior to the interviews.

18 c. The County shall have the ability to utilize the “Rule of Fours”<sup>1</sup> to select one of the  
19 interested candidates in the Promotional Group to fill a vacant (or anticipated vacant) Shift MSO  
20 position, provided the anticipated vacancy is prior to the MSO list expiration. The Promotional Group  
21 may include more or less than four candidates based on interest. In the event a promotional position  
22 is not vacated as anticipated for any reason, the selected candidate will be returned to their former  
23 position upon notice by the County. The selection authority under the “Rule of Fours” means the  
24 County has discretion to promote any one of the candidates in the Promotional Group. In the event  
25

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26  
27 <sup>1</sup> **Rule of Fours** is a term of art for this collective bargaining agreement that indicates the KCM1 Chief has discretion to select any one of the  
28 candidates in the Promotional Group regardless of the rank order score of the candidates. In some circumstances, the Promotional Group may have  
less than four candidates while in others there may be more than four candidates, but this does not change the discretionary selection authority of  
the KCM1 Chief to determine MSO promotional selection among candidates in the Promotional Group.

1 that the Promotional Group list is exhausted, the County shall select a voluntary interim appointment  
2 with at least five years of service as a KCM1 Paramedic to serve temporarily until the next  
3 promotional test is completed and a new promotional list is established. The Chief may remove an  
4 interim MSO assignment designation based on documented performance concerns with notice to the  
5 employee. The interim appointment shall not become a permanent promotion.

6           **d.** Permanent promotions to the Shift MSO position shall be filled by the County in no  
7 more than thirty (30) calendar days from the time the position is permanently vacant.

8           **e.** In the event that a current Shift MSO is unable to perform their duties in the Shift  
9 MSO capacity, for any reason, for more than thirty (30) calendar days, the County shall place the  
10 Acting Shift MSO from that shift into an interim assignment as Shift MSO. As soon as the  
11 permanent Shift MSO returns to duty, the interim Shift MSO shall be returned to the Acting Shift  
12 MSO assignment.

13           ***Section 8. DS MSO and Ops/Admin MSO Selection (Admin MSO).***

14           **a.** In the event of a permanent vacancy in the DS MSO and Ops/Admin MSO (i.e.,  
15 MSO2, MSO3, MSO4, MSO6, and MSO10), the top four candidates on the Admin MSO list  
16 (“Promotional Group”) will first be asked by the Chief/designee if they wish to be considered for  
17 promotion. Additionally, the permanent Shift MSOs will be asked if they are interested in being  
18 considered to be added to the Promotional Group. All candidates must respond within seven calendar  
19 days after receipt of notice. If one or more of these top four candidates from the MSO Admin list  
20 indicates they are *not* interested or does not respond, the next ranked candidate(s) on the Admin MSO  
21 list will be added to the Promotional Group and the disinterested candidates will be removed from the  
22 Promotional Group to ensure only interest candidates are considered.

23           **b.** After the Promotional Group has been established, the County shall have discretion  
24 to conduct interviews with all the candidates in the Promotional Group or not to conduct interviews  
25 with any of the candidates in the Promotional Group. If the County decides to conduct interviews, the  
26 County shall schedule interviews in the following manner: (1) All candidates in the Promotional  
27 Group shall be offered the opportunity to interview at a reasonable time and day for the candidate or  
28

1 when the candidate is scheduled for work; (2) each interview shall be scheduled for the same time  
2 duration; and, (3) candidates shall be asked the same or similar interview questions, and these  
3 questions shall be made available to the Union and candidates at least five calendar days prior to the  
4 interviews.

5         Additionally, the County may convene the Test Design Team to work together to develop an  
6 evaluation process focused on the knowledge, skills, and abilities (KSA) required for a particular  
7 Admin MSO position. If a KSA evaluation process is available, the County may also ask all of the  
8 candidates in the Promotional Group to participate in this evaluation process. If the County decides to  
9 conduct KSA evaluations, the County shall schedule KSA evaluations in the following manner: (1)  
10 All candidates in the Promotional Group shall be offered the opportunity to participate in the KSA  
11 evaluations at a reasonable time and day for the candidate or when the candidate is scheduled for  
12 work; (2) each KSA evaluation shall be scheduled for the same time duration; and, (3) candidates  
13 shall participate in the same or similar KSA evaluation, and the KSA evaluation shall be made  
14 available to the candidates at least (5) calendar days prior to the KSA evaluation.

15             c. The County shall then have the ability to utilize the “Rule of Fours” to select one of  
16 the interested candidates in the Promotional Group to fill the vacant (or anticipated vacant) Admin  
17 MSO position, provided the anticipated vacancy is prior to the MSO list expiration. The Promotional  
18 Group may include more or less than four candidates based on interest. The selection authority under  
19 the “Rule of Fours” means the County has discretion to promote any one of the candidates in the  
20 Promotional Group. In the event that the Promotional Group is exhausted, the County shall select a  
21 voluntary interim appointment with at least five years of service as a King County Medic One  
22 Paramedic or Paramedic Supervisor to serve temporarily until the next promotional test is completed  
23 and a new promotional list is established. The Chief may remove an interim MSO assignment  
24 designation based on documented performance concerns with notice to the employee. This interim  
25 appointment shall not become a permanent promotion.

26             d. After a promotional candidate is selected, the County may choose to assign the  
27 candidate to train and perform duties associated with the new position as part of succession planning.

1 If the employee is assigned to perform supervisory level duties, the employee shall receive a 5%  
2 working-out-of-classification pay premium above their regular rate for actual hours worked  
3 performing the supervisory level duties. Any overtime earned while working-out-of-classification  
4 will include the 5% premium. Paid leave (e.g., furlough leave, bereavement) while working-out-of  
5 classification shall be at the rate of the employee's base position (without the 5% working-out-of  
6 classification pay premium). In the event the promotional position is not vacated as anticipated for  
7 any reason, the selected candidate will be returned to their former position upon notice by the  
8 County.

9 e. Permanent promotions to the Admin MSO shall be filled by the County in no more  
10 than thirty (30) calendar days from the time the position is vacant.

11 f. In the event that a current Admin MSO is unable to perform their duties in the  
12 Admin MSO capacity, for any reason, for more than thirty (30) calendar days, the County shall place  
13 any interested candidate from the Admin MSO promotional list into the temporary assignment  
14 utilizing the Rule of Fours in selection. As soon as the permanent Admin MSO returns to duty, the  
15 interim Admin MSO shall be returned to their former position.

16 **Section 9. Acting MSOs.** Acting Shift MSO assignments shall be offered to the top four  
17 ranked individuals from the Shift MSO list. Acting Shift MSO may be demoted by the Chief in  
18 conjunction with disciplinary action (e.g., unpaid suspension) consistent with just cause (i.e., Article  
19 3: Management Rights, part k and Article 27: Employee Bill of Rights, Section 2 of this agreement).  
20 Individuals that do not accept the assignment of Acting Shift MSO shall be removed from the  
21 promotional list and the County shall offer the Acting Shift MSO assignment to the next ranked  
22 individual on the Shift MSO list. The "Rule of Fours" selection discretion does not apply to the  
23 Acting Shift MSO position. When a promotional list is replaced as a result of a new promotional test,  
24 Acting MSO assignments may change due to the new ranked list. The Acting MSOs from the  
25 expiring list may continue in their acting assignments until their replacement(s) have completed their  
26 orientation process.

27 Each Acting Shift MSO shall be given a minimal opportunity of forty-eight (48) hours per  
28



month to perform all duties associated with the Shift MSO position provided that the acting opportunity does not conflict with year in advance furlough. The County shall utilize the Acting Shift MSOs to replace or supplement Paramedic Supervisors due to temporary illness/disability/special projects and furlough in accordance with King County Medic One OT policy, procedures and the Agreement. These Acting Shift MSOs shall be paid at the rate consistent with their Acting assignment (and years of service). Paramedics-in-training for the Acting Shift MSO assignment shall be paid their customary rate.

In the event of a permanently vacant Acting Shift MSO assignment the next ranked individual on the current Shift MSO list shall be offered the Acting Shift MSO assignment. If that individual declines to take the Acting Shift MSO position, they shall be removed from the current Shift MSO list.

***Section 10. MSO Position Reinstatements.*** Individuals promoted to positions that become open or vacant under circumstances where the person who created such opening or vacancy did so for reasons other than voluntary resignation and is later returned to work (e.g., as a result of disciplinary proceedings, disability, medical problems, etc.), the individual who was promoted during the other employee's absence shall only be regarded as having been promoted to such opening or vacancy on a provisional basis. The County shall identify such provisional promotional opportunities when posting/announcing the vacancy. If the person who created the opening or vacancy is later returned to work for any reason, the individual who had been promoted to such opening or vacancy because of the other employee's absence shall be returned to their former position.

## **ARTICLE 21: 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 or reprisal in seeking adjudication of their grievances. No employee may be disciplined except for

1 just cause.

2 ***Section 1. Definition.***

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

5 ***Section 2. Procedure.***

6 ***Step 1*** - The employee and their representative shall reduce a grievance to writing, outlining  
7 the facts as they are understood, specifying the article and section of the contract that has been violated  
8 and the remedy that is sought and present the grievance to the Chief and to the union president, within  
9 fourteen (14) calendar days of the occurrence of the event. The Chief will either request to meet with  
10 the Union or render a grievance decision response based on the material provided. If no meeting is  
11 required by the Chief, a STEP 1 written response will be provided within 15 calendar days of receipt  
12 of Union grievance materials. If a STEP 1 meeting is required by the Chief, the STEP 1 grievance  
13 response shall be issued within 15 calendar days following the Step 1 meeting date. If a grievance is  
14 not pursued to the next level within ten (10) business days, it shall be presumed resolved.

15 ***Step 2*** - If, after thorough discussion with the Chief, the grievance has not been resolved, the  
16 written grievance may then be presented in writing to the division manager or designee . The division  
17 manager or designee will meet with the employee and Union to discuss the grievance within 15  
18 calendar days of the receipt of the STEP 2 grievance. The division manager or designee will issue a  
19 written decision to the employee and the Union within 15 calendar days following the discussion. If  
20 the grievance is not pursued to the next higher level by the union within ten (10) business days from  
21 the date of the written Step 2 decision, it shall be presumed resolved.

22 ***Step 3*** - If, after thorough evaluation, the decision of the Division Manager has not resolved the  
23 grievance to the satisfaction of the union, the grievance may be presented by the union in writing to the  
24 Labor Relations Director, or their designee who shall meet and/or discuss the grievance with the Union  
25 within 15 calendar days of the receipt of the STEP 3 grievance. The Labor Relations Director, or their  
26 designee will issue a written decision to the employee and the Union within 15 calendar days following  
27 the meeting and/or discussion. If the Union does not pursue the grievance to STEP 4 - Arbitration  
28 within 15 calendar days after receiving the Labor Relations Director, or their designee's written  
decision, the grievance will be precluded from further appeal.

***Step 4*** - Arbitration - Should the decision of the Labor Negotiator at STEP 3 not

1 resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

- 2       **a. Selection Process.** The parties shall select a third disinterested party to serve as an  
3 arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the  
4 arbitrator shall be selected from a panel of 11 arbitrators furnished by the Federal  
5 Mediation and Conciliation Service (FMCS) or the American Arbitration Association.  
6 The arbitrator will be selected from the list by both the County representative and the  
7 Union, each alternately striking a name from the list until one name remains. The  
8 arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to  
9 render a decision promptly and the decision of the arbitrator shall be final and binding on  
10 both parties. The arbitrator shall have no power to change, alter, detract from or add to,  
11 the provisions of this Agreement, but shall have the power only to apply and interpret the  
12 provisions of this Agreement in reaching a decision.
- 13       **b.** The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall  
14 bear the cost of any witnesses and representatives appearing on that party's behalf. Court  
15 reporter's fees shall be borne by the party requesting same.
- 16       **c.** No matter may be arbitrated which the County by law has no authority over, has no  
17 authority to change, or has been delegated to any civil service commission or personnel  
18 board as defined in R.C.W. 41.56.
- 19       **d.** There shall be no strikes, cessation of work or lockout during such conferences or  
20 arbitration.
- 21       **e.** Time restrictions may be extended by consent of both parties.

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

## 25 **ARTICLE 22: USE OF COUNTY BULLETIN BOARDS & ELECTRONICS**

26       **Section 1. Bulletin Boards.** The County agrees to provide bulletin boards in areas accessible  
27 to members for the use of Union officers and representatives to post announcement of meetings,

election of officers, and any other Union materials.

**Section 2. Electronic Devices.** The County will permit Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to the County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

## **ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY**

The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression.

Alleged violations of this article may be pursued through Step 3 of the Grievance Procedure , but shall not be subject to Step 4 (Arbitration).

## **ARTICLE 24: WORK STOPPAGE & COUNTY PROTECTION**

**Section 1.** The County and, the I.A.F.F., Local 2595, agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, I.A.F.F., Local 2595, shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the I.A.F.F., Local 2595, agrees to take appropriate steps to end such interference. Any concerted action

1 in the nature of the activities described above by any employees in the bargaining unit shall be  
2 deemed a work stoppage if any of the above activities have occurred.

3 **Section 2.** Upon notification in writing by the County to the I.A.F.F., Local 2595, that any of  
4 its represented employees are engaged in a work stoppage, they shall immediately, in writing, order  
5 such represented employees to immediately cease engaging in such work stoppage and provide the  
6 County with a copy of such order. In addition, if requested by the County, a responsible official of  
7 the I.A.F.F., Local 2595, shall publicly order the employees to cease engaging in such a work  
8 stoppage.

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

11 1. Discharge.

12 2. Suspension or other disciplinary action as may be applicable to such employee.

13 **ARTICLE 25: 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 County 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.** Reductions of Paramedic Supervisor positions in that Paramedic Supervisor  
25 classification shall occur on the basis of length of service in supervisory classification. Supervisors  
26 whose positions have been eliminated may move to another supervisory position, provided that a  
27 supervisory position is vacant or filled by an interim appointment. Supervisors electing to occupy a

vacancy or displace an interim appointment must have held the vacant position or be on the current promotional list for the vacant position. Supervisors may elect to bump the least senior Paramedic pursuant to Section 1 above.

#### **ARTICLE 26: CONFERENCE BOARD**

There shall be a Conference Board consisting of Union Executive Board and representatives of the County. Any of the members may be replaced by an alternate from time to time. The Conference Board shall meet quarterly or more frequently as determined by the Conference Board and shall consider and discuss matters of mutual concern pertaining to the improvement of the delivery of Paramedic services and the welfare of the employees. The purpose of the Conference Board is to deal with matters of general concern as opposed to individual complaints of employees; provided, however, it is understood that the Conference Board shall function in a consultative capacity and shall not be considered as a decision-making body. Accordingly, the Conference Board will not discuss grievances properly the subject of the procedure outlined in Article 21, except to the extent that such discussion may be useful in suggesting improved County policies. Either the Union representatives or the County representatives may initiate discussion of any subject of a general nature affecting the operations of the County or its employees. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least seven (7) days in advance of each meeting and minutes shall be kept.

#### **ARTICLE 27: EMPLOYEE BILL OF RIGHTS**

##### ***Section 1.***

a. The employee and/or a representative may examine the employee's personnel files if the employee so authorizes in writing. Material placed into the employee's files relating to job performance or personal character shall be brought to their attention prior to placement in the files. The employee may challenge the propriety of placement of said materials in the files. If, after discussion, management retains the material in the files, the employee shall have the right to insert contrary documentation into the file. Unauthorized persons shall not be given access to employee files or other personal data relating to the employee. The Division Manager or their designee will

determine staff authorized for access to personnel files and a record of access shall be maintained.

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

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

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

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

## **ARTICLE 28: MEDICAL DIRECTOR'S PROBATION**

**Section 1. Introduction.** The purpose of the Program Medical Director's Probation (PMD Probation) is to address and improve continuing medical care deficiencies identified by the Program Medical Director.

**Section 2. PMD Probation Terms.** The paramedic may be put on a "PMD Probation" not to exceed 12 months in duration as described herein. It is understood that the County may take any other necessary corrective action consistent with the terms of the parties' collective bargaining

1 agreement (“CBA”).

2 During this period of PMD Probation, the paramedic will be given an outline of the area or  
3 areas needing remedial attention and will be assigned to be evaluated by specific paramedics at the  
4 direction of the PMD and in coordination with the Shift MSO. The paramedic will also meet  
5 regularly with the PMD as to their progress. The paramedic on PMD Probation will be eligible to  
6 work overtime shifts only when a partner is available who is willing to evaluate the paramedic. The  
7 PMD and shift MSO should be notified in these situations so they may interact with the paramedic’s  
8 partner in producing an evaluation by the paramedic partner or the MSO at the discretion of the PMD  
9 and MSO.

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

16 ***Section 3. PMD Completion.*** Successful completion of PMD Probation must include:

- 17 a. The paramedic has acknowledged the deficiencies or behaviors which need to be  
18 remediated.
- 19 b. The paramedic’s MSO and the Medical Director determine the deficiencies have  
20 been adequately remediated at the end of the PMD Probation.
- 21 c. A commitment from the paramedic not to repeat the remediated deficiencies.

22 **ARTICLE 29: HELICOPTER OPERATIONS**

23 ***Section 1. Overview.*** The parties have a mutual interest in delivering the high standard level  
24 of medical care consistent with King County Medic One (KCM1) to the region, and to that end, the  
25 parties have established a program to provide paramedics for the King County Sheriffs (KCSO) Air  
26 Support Unit (ASU). These paramedics may be utilized outside of our primary delivery model of a  
27 ground-based medic unit with two (2) paramedics, which are a limited resource, and shall be



designated under a KCM1 Rescue Specialist Flight Medics ("RS Flight Medic") heading.

As the necessity for these RS Flight Medics is identified as a proven need, they must be an asset and not a liability on a mission with the ASU. RS Flight Medics must be aware of the intricacies and limitations of the environment associated with safe helicopter and wilderness operations while providing patient care out of the back of the ASU.

RS Flight Medics will provide patient care with the ASU and may be required to perform helicopter hoisting and assist with other ASU operations. The Pilot In Command (PIC) has the final decision on who does or does not fly a mission based on their safety analysis. RS Flight Medics will adhere to the KCM1 Standard Operating Guidelines (SOGs) as well as the ASU Standard Operating Procedures (SOPs) where applicable. If there is a conflict between KCM1 SOGs and KCSO SOPs or other requirements regarding RS Flight Medics and non-patient care activities, the parties agree KCSO SOPs will take precedence and be adhered to.

## ***Section 2. Staffing.***

a. Staffing of the unit will be defined by agreement between KCM1 and KCSO with approximately eight KCM1 RS Flight Medics selected. This may be increased or decreased based on KCM1 and KCSO agreement. RS Flight Medics will be subject to call out as outlined under KCM1 SOGs.

b. RS Flight Medic applicants will usually have a minimum of five years of experience as a certified paramedic with KCM1. Prior disciplinary action or performance concerns may disqualify an applicant from selection. MSOs will generally not be selected to participate in the Helicopter Operations Program. KCM1 may develop a physical fitness requirement for participation in the Helicopter Operations Program that will be included in revised KCM1 SOG. The selection panel will minimally include a KCSO ASU representative, the KCM1 Program Medical Director, and the KCM1 Chief or designee.

## ***Section 3. Training.***

a. **Initial training.** All initial training is outlined in the KCSO SOPs and KCM1 SOGs.

1                   **b. Re-current training.** All ongoing required training is in the KCSO SOPs and  
2 KCM1 SOGs.

3                   **c. Updates.** Training requirements will be reviewed on a regular basis and  
4 adjusted as needed.

5                   ***Section 4. Equipment.***

6                   **a.** The County will provide the equipment needed as outlined in the KCSO  
7 Standard Operating Procedures Special Operations Air Support Unit manual for Rescue Specialist.  
8 These shall be the equivalent to what the KCSO Air Support Unit deputies wear and are provided.

9                   **b.** Future additional funds to the standard uniform allowance will be addressed as  
10 needed to maintain safety.

11                   ***Section 5. Patient Care.***

12                   **a.** Medical Control is established in the KCM1 Plan W Air and Wilderness  
13 Operations (see Patient Care Guidelines).

14                   **b.** The appropriate KCM1 SOGs and medical plan will address medical  
15 equipment, patient care and transfer issues.

16                   ***Section 6. RS Flight Medic Premium.***

17                   **a.** There will be a 5% wage premium increase for RS Flight Medic. This increase  
18 will only be when KCM1 RS Flight Medics are performing ASU operations training or flying a  
19 mission. This additional pay is also considered temporary and does not represent a promotion.

20                   ***Section 7. Removal from Helicopter Operations Program.***

21                   **a.** The KCM1 Chief reserves the right to remove a KCM1 RS Flight Medic from  
22 the Helicopter Operations Program based on performance concerns if there is a failure to follow  
23 requirements and standards in the applicable KCSO SOPs or KCM1 SOGs. Removal from the  
24 Helicopter Operations Program is not considered a disciplinary action.

25                   **b.** Alternatively, KCM1 RS Flight Medics may be removed from the Helicopter  
26 Operations Program at the request of KCSO at any time and not in conjunction with a discipline  
27 process or decision by the KCM1 Chief as referenced above.

1 **ARTICLE 30: MISCELLANEOUS**

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

5 ***Section 2. Jury Duty.*** An employee shall suffer no monetary loss while on jury duty. The  
6 amount of any compensation derived from jury duty during the employee's normal work schedule,  
7 except for transportation allowance, shall be deducted from the gross pay due the employee for such  
8 period. An employee who is scheduled to work their regular shifts while on jury duty shall not be  
9 required to report to work on any day when jury duty, including travel time, requires three or more  
10 hours of attendance. An employee shall be relieved of regular duties a minimum of twelve (12) hours  
11 prior to reporting to jury duty. It is the responsibility of the employee to notify the County prior to  
12 reporting to jury duty, and times when they will be needed in court.

13 ***Section 3. Service Transition.*** In the event that King County decides to transfer paramedic  
14 services to the fire service, the parties agree to bargain the effects of such transfer, to the extent  
15 required by law, and the County will provide reasonable advanced notice to the Local of such a  
16 decision.

17 ***Section 4. Paramedic Lateral Hires.*** When the County hires lateral paramedics that have  
18 already obtained their University of Washington Harborview Paramedic Training Program  
19 certification (Harborview Certification) prior to hire, they shall be placed at a wage step and furlough  
20 accrual rate based on their Harborview Certification date. The maximum initial wage placement and  
21 furlough rate shall be step 12 for lateral hires under this Section, regardless of Harborview  
22 Certification date.

23 A one-year probationary period shall apply to lateral University of Washington/Harborview  
24 paramedic trained new hires. Dismissal from employment during the probationary period shall not be  
25 subject to grievance or further appeal

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

1           **Section 6. Automatic Vehicle Locators/Cameras/Card Readers.** The County will not initiate  
2 disciplinary action against any bargaining unit member as a result of information obtained through  
3 Auto Vehicle Locator (AVL) data, camera footage, and/or card reader data alone. In addition, the  
4 County will not request or use AVL data, camera footage, and/or card reader data without cause for  
5 disciplinary investigations or actions.

6           AVL data, camera footage, and/or card reader data may be used in the disciplinary process in  
7 order to corroborate information obtained through the disciplinary investigation. AVL data, camera  
8 footage, and/or card reader data may be used for computer-aided dispatch, mapping, proximity-based  
9 routing, accident investigation, training, service planning, system performance monitoring, and/or  
10 criminal investigations. AVL data, camera footage, and/or card reader data will not be randomly  
11 used to monitor employee performance without cause.

12           If the County is intending to use AVL data, camera footage, and/or card reader data in an  
13 investigation, the employee and the Union shall have the right to view the AVL data, camera footage,  
14 and/or card reader data, before an investigatory interview.

15           If the County refuses to show the employee and the Union the AVL data, camera footage,  
16 and/or card reader data, upon request before conducting an investigatory interview, the data and/or  
17 footage shall not be used by the County as evidence in any manner related to discipline.  
18 Furthermore, the AVL data, camera footage, and/or card reader data also shall not be used by the  
19 County as evidence under just cause and may not be introduced as evidence by the County during any  
20 step of the grievance procedure, including arbitration.

21           The County agrees to comply with requests from the Union for AVL data, camera footage,  
22 and/or card reader data, where discipline or the potential to issue discipline exists.

23           **ARTICLE 31: WAIVER CLAUSE**

24           The parties acknowledge that during the negotiations resulting in this Agreement each had the  
25 unlimited right and opportunity to make demands and proposals with respect to any and all subjects  
26 or matters not removed by law from the area of collective bargaining and the understandings and  
27 agreements arrived at by the parties after exercise of that right and opportunity are set forth in this

Agreement. The County and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matters not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. The Agreement constitutes the entire agreement between the County and the Union and concludes collective bargaining for its terms, subject only to the desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

#### **ARTICLE 32: SAVINGS CLAUSE**

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

#### **ARTICLE 33: DEFINITIONS**

**Comprehensive Leave Eligible Employee.** When the phrase “*Comprehensive Leave Eligible Employee*” is used in various Articles in this agreement, it is referring to all full-time regular, part-time regular, provisional, probationary and term-limited temporary employees (i.e., inclusive of all members represented by I.A.F.F., Local 2595) consistent with King County Code 3.12.010 Definitions. Should the County create short-term temporary positions in the future these will not be considered Comprehensive Leave Eligible.

#### **ARTICLE 34: DURATION**

This collective bargaining agreement, inclusive of all Addendums, shall become effective upon ratification by the King County Council and shall be effective from January 1, 2024, through December 31, 2026, consistent with the agreement of the parties. No provisions shall be applied

1 retroactively, except as where expressly provided otherwise. Provisions subject to retroactive pay  
2 application to January 1, 2024, as follows: General Wage Increases (Article 15, Section 6, 7, & 8),  
3 FTO Premium (Article 15, Section 9), Paramedic Shift Trainer Premium (Article 15, Section 10),  
4 Uniform Allowance (Article 15, Section 12). Addendum D (Retiree VEBA Plan) is retroactive as  
5 detailed in the Addendum.

6  
7  
8 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

9  
10  
11  
12 By: \_\_\_\_\_

13 King County Executive

14  
15 SIGNATORY ORGANIZATION:

16 

Carlton R Klein Jr, President

17 \_\_\_\_\_  
International Association of Fire Fighters, Local 2595

**ADDENDUM C**  
**Memorandum of Agreement**  
**By and Between**  
**King County**  
**and**

**International Association of Fire Fighters, Local 2595**

**SUBJECT: Paramedic Paid Leave Cash-Out to Health Reimbursement Account Voluntary Employees Beneficiary Association Plans (Paid Leave HRA-VEBA Cash Out Plans)<sup>1</sup>**

**1. PURPOSE.** The Union and County (the Parties) have agreed to the Joint Labor Management Insurance Committee of Unions HRA-VEBA Agreement (JLMIC HRA-VEBA Agreement). The purpose of this Addendum is to add an additional HRA-VEBA plan option in 2(c) underlined of this Agreement available to eligible retirees in this bargaining unit beyond those stated in the JLMIC HRA-VEBA Agreement.

**2. HRA-VEBA Plans.** Eligible retirees in this bargaining unit shall have the HRA-VEBA options listed below subject to bargaining unit vote according to the terms set forth in the JLMIC HRA-VEBA Agreement.

**A.** 35% sick leave cash out at retirement.

**B.** 35% sick leave and 50% furlough/vacation leave (50% to an HRA-VEBA; 50% paid as regular taxable wages) cash out at retirement.

**C.** 35% sick leave and 100% furlough/vacation leave cash out to HRA-VEBA at retirement up to vacation/furlough accrual caps.

**1. HRA-VEBA Plan Election.** *The bargaining unit has elected Option 2(c) underlined above until modified by bargaining unit election and pursuant to the process in the JLMIC HRA-VEBA Agreement. Option 2(c) provides eligible retirees:*

➤ 35% sick leave and 100% furlough/vacation leave cash out to HRA-VEBA (at retirement up to vacation/furlough accrual caps.

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<sup>1</sup> HRA-VEBA rules and terms are set forth in the JLMIC HRA-VEBA Agreement. Furlough/vacation accrual caps (i.e., 576 cap: 24-hour shift employees & 480 cap: 40-hour work week employees) per Article 4 of the CBA provide the maximum amount of hours that can be cashed-out to VEBA upon retirement. Furlough/Vacation hours above accrual caps will be subject to cash out terms provided in Article 4.

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**ADDENDUM D**  
**Memorandum of Agreement**  
**By and Between**  
**King County**  
**and**

**International Association of Fire Fighters, Local 2595**

**SUBJECT: Paramedics Retirement Incentive Health Reimbursement Account Voluntary Employees Beneficiary Association Plan (Retiree VEBA Plan)**

**1. OVERVIEW.** The Union and County (the Parties) have negotiated in good faith and agreed upon the terms of this Paramedic Retirement Incentive HRA-VEBA Plan (Retiree VEBA Plan), which is available to enrolled bargaining unit employees (Participants) that meet the eligibility terms of this Agreement. The purpose of the Retiree VEBA Plan is to provide an incentive for paramedics to give advance notice of scheduled retirement dates that align with the University of Washington Harborview Paramedic Training Program schedule, which is the required training program for all new King County Paramedics. The Retiree VEBA Plan contribution terms shall apply subsequent to bargaining unit approval and King County Council ratification of this Agreement.

**2. ELIGIBILITY AND ENROLLMENT.** Employees must meet all the following terms set forth below to have their VEBA accounts receive contributions pursuant to the Retiree VEBA Plan.

**A.** Prospective Participants in the Retiree VEBA Plan must provide written notice to the KCM1 Chief of their proposed retirement date via Retirement Letter by March 1 of the year prior to their stated retirement date. The new deadline of March 1 for Retirement Letters will be effective January 1, 2026. The Retirement Letter must specify a date of retirement that will occur between May 1 and September 1 of the following year the Retirement Letter is received. To be eligible for the Retiree VEBA Plan, the Participant must submit a date of retirement prior to reaching age 65. The KCM1 Chief will provide an email receipt of notice for each applicant to provide acknowledgement the enrollment request has been received.

**B.** A minimum of three (3) eligible Participants will be approved by the KCM1 Chief to enroll in the Retiree VEBA Plan each year. Effective January 1, 2025, the Chief will have sole discretion to increase the number of Participants up to a maximum total of eight (8) paramedics per year to be approved for the Retiree VEBA Plan. Prospective Participants must be eligible to voluntarily retire from employment under the LEOFF and/or PERS statute. If there are more Participant Retirement Letter requests by the deadline than the maximum in a given year set by the KCM1 Chief, priority will be given to employees who have the highest sum of age and years of service with KCM1. The KCM1 Chief will provide notice in May each year to all applicants about

whether or not they have been accepted into the Retiree VEBA Plan. Applicants not accepted into the Retiree VEBA Plan shall not be required to retire on the date specified in their Retirement Letter. If an accepted Participant drops out, the County may add an original applicant that was not selected providing the terms of the Agreement otherwise can be satisfied.

C. Employees must complete and submit all necessary enrollment documentation requirements as set forth by the VEBA Plan Administrator.

**3. DISQUALIFYING ACTIONS.** Enrolled Participants in the Retiree VEBA Plan shall be disqualified from the Retiree VEBA Plan and ineligible to have contributions under the Retiree VEBA Plan made to their VEBA accounts if any of the following actions occur on or after their retirement/separation date.

A. Participant submits the Retirement Letter, but does not retire, for any reason, on the date specified.<sup>1</sup>

B. Participant is terminated for cause or resigns in lieu of termination.

C. Participant is approved to receive Voluntary Separation Program benefits per King County Council Ordinance 18696.

D. The Participant is 65 years of age or older on the date of retirement/separation.

**4. EMPLOYER VEBA CONTRIBUTION AMOUNT.** The Retiree VEBA Plan is a voluntary incentive program and does not include a direct cash payment. Instead, it consists of the County contributing \$25,000 into an approved retiree's VEBA account subsequent to their date of retirement. The effective date of this change for retroactive pay purposes is January 1, 2025, for retirees in 2025 and beyond. The Retiree VEBA Plan contribution may be in addition to other VEBA Plan benefits selected by the bargaining unit, including the cash out of accrued vacation and sick leave into VEBA. The Retiree VEBA Plan contribution payment will occur after the Participant's final paycheck.

**5. DURATION.** Once implemented, the Retiree VEBA Plan will continue through the duration of the Agreement, and until a new successor Agreement is ratified and implemented. The Parties agree all active and enrolled Participants in the Plan shall receive contributions according to the terms of this Agreement.

**6. AGREEMENT REOPENER.** The parties agree to reopen this Agreement if there are changes to the University of Washington Harborview Paramedic Training Program, or if there are changes to the laws regulating HRA-VEBA that would require terminating or modifying the Retiree VEBA Plan.

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<sup>1</sup> The participant may request in writing a modified retirement date other than the date specified in the Retirement Letter to the KCM1 Chief. The KCM1 Chief may approve or deny the request at their sole discretion. Any decision by the KCM1 Chief to accept or deny a modified retirement date shall not be subject to the grievance procedure.

**ADDENDUM E**  
**Memorandum of Agreement**  
**By and Between**  
**King County**  
**and**

**International Association of Fire Fighters, Local 2595**  
**Paramedic Ebola Response & Paramedic Benefits**

1. The County shall provide any and all necessary training to paramedics 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 County to provide that training including but not limited to:

The donning and doffing of applicable gear.

2. If a paramedic is exposed or contracts Ebola during the scope of his/her duties, the County shall provide continued health benefit coverage for the paramedic throughout the entire course of the disease (from the preventative prophylactics to symptom abatement including any sequela).

3. 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 paramedics could face a mandated quarantine imposed by the Public Health Officer or another outside agency having authority and jurisdiction in King County. In the event of possible Ebola exposure or anticipated potential exposure due to an ongoing outbreak, 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 paramedics exposed to Ebola. In the event of exposure or quarantine, the County will meet with the union to discuss options to mitigate impacts of the quarantine on paramedics and their family.

If mandatory quarantine is ordered for a paramedic, the following shall apply:

A) The County shall provide Industrial Leave Benefit Supplement that provides full wage replacement (in conjunction with Workers' Compensation if applicable) for regularly scheduled hours during a mandated quarantine by Public Health Officer or outside agency. The Industrial Leave Benefit Supplement provided during mandated quarantine shall not count against paramedics Industrial Leave Benefit Supplement bank and shall continue to be provided until the quarantine concludes per the Public Health Officer.

B) Paramedic vacation and sick leave accruals will continue during a mandated quarantine.

C) Paramedic medical, dental, vision and other insured benefits will be provided during the mandated quarantine.

D) King County Family Medical Leave shall not begin to run until the mandatory quarantine has concluded.

E) Any mandated quarantine will not count as a break in service and shall not affect seniority or step advancement.

1           4. The Union and the County will meet as necessary to discuss any other issues related to  
2 their role in the County's Ebola response to the extent that they affect hours, wages and working  
conditions including the implementation of a County mandated quarantine of paramedics.

3           5. The parties acknowledge that this agreement is subject to the dynamic nature of the  
4 County's Ebola Response plan and any new science and information that affects such plan. It is  
5 agreed that the County and the Union will meet to discuss the Response Plan and where practicable,  
6 the County will endeavor to involve knowledgeable SME of the Union to provide direct input into  
7 planning and implementation of the Plan with final authority vesting with the County.  
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**ADDENDUM F**  
**Memorandum of Agreement**  
**By and Between**  
**King County**  
**and**  
**International Association of Fire Fighters, Local 2595**

**BACKGROUND**

In the past, Vashon Island Fire and Rescue (VIFR) has received King County Emergency Medical Services (EMS) Levy funding to provide paramedic Advanced Life Support (ALS) services to Vashon Island through contract.

In 2014, VIFR expressed several concerns to EMS about VIFR's Advanced Life Support operation on Vashon Island. In response, EMS collaborated with VIFR to explore improved ALS service solutions for Vashon residents, which resulted in a proposal for EMS to absorb the Vashon ALS operation into the much larger King County Medic One (KCM1) ALS operation. In October 2016, the Vashon Fire Commissioners unanimously approved the proposed service merger of VIFR's ALS operation into the KCM1 service operation. The purpose of this Agreement is to outline the employment terms and conditions negotiated between IAFF L2595 and the County for KCM1 paramedics to directly provide paramedic services to Vashon residents.

**SECTION A: KCM1 Vashon Island (VI) Service Response Model.**

**i. Staffing.** A minimum of two KCM1 paramedics shall be assigned to Vashon Island twenty-four hours a day and seven days a week, unless a special event on Vashon Island requires additional staffing or an unusual circumstance demands an alternative staffing model.

**ii. Response.**

**a.** KCM1 paramedics shall work in the current configuration/model currently utilized on Vashon Island and respond to calls with both paramedics consistent with the King County Emergency Medical Service (EMS) model when both paramedics are on the Island and there are not simultaneous calls.

**b.** When KCM1 paramedics on VI determine a patient requires ALS care, both paramedics shall provide that care consistent with the dual paramedic King County EMS model. When a patient requires, in the opinion of the paramedics, paramedic attended transport to a hospital via medic unit, the KCM1 paramedics and VIFR EMT aid crew will provide a "split" paramedic crew transport on the ferry. The split transport means that one VIFR EMT and one KCM1 paramedic will provide the off-island transport on the ferry, leaving one KCM1 paramedic and one EMT on the island to respond to a second call. The purpose of the split paramedic crew transport plan is to minimize the situations where no paramedics are physically present on Vashon Island to respond to ALS calls.

**c.** Whenever possible, both paramedics shall attend to the patient up until the patient leaves the island on the ferry. If, in the paramedic's opinion, the patient becomes unstable or requires additional paramedic support during the ferry ride or upon arrival on the mainland, the closest available medic unit to their location can be requested to assist. In the rare case that an alternative

transport method is utilized that is not consistent with King County regular practice and that does not have advanced life support capabilities (e.g., U.S. Coast Guard helicopter, law enforcement marine unit, etc.) the split transport model shall be utilized. In case of a disaster or multiple causality incident, paramedics and EMTs shall follow the King County MCI plan that may include basic life support transport of advanced life support patients consistent with standard King County practice.

**SECTION B: Compensation**  
**Vashon Shift Premium for Paramedics.**

**i. Ferry tickets.** KCM1 paramedics and MSOs assigned to VI will be reimbursed for the cost of ferry tickets.

**ii. VI Shift Premium.** When KCM1 shift paramedics, Shift MSOs, Acting MSOs, and Admin MSOs are assigned to work a paramedic shift on VI, they shall receive an 10% shift premium for all actual hours worked on Vashon Island.

**iii. Premium Eligibility.** To be eligible for the 10% VI Shift Premium, the paramedic must be assigned to work a paramedic shift on a medic vehicle. The VI Shift Premium shall be in addition to any other shift premiums paid. For example, a paramedic eligible to receive the Field Training Officer (FTO) premium while working a paramedic shift on VI would be eligible to receive their applicable hourly wage rate plus VI Shift Premium 10% plus FTO Premium 5%.

**Medic Services Officer (MSO)**

**i.** MSO series classifications (i.e., Shift MSO 1 & 40-hour Admin MSO 2, 3, 4, 10) shall receive a 2.5% base pay increase over their current MSO base rate listed in the wage addendum of the parties' collective bargaining agreement. In support of this change, the County recognizes the increased body of work associated with planning, implementing, and managing the unique paramedic operation on Vashon Island and also the updated duties in the MSO classification..

**ii.** Acting MSOs shall receive the appropriate Shift MSO 1 pay rate (2.5% base pay increase included) for all actual hours worked backfilling MSO 1 shifts.