

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

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

2 *Section 1.* The County recognizes I.A.F.F., Local 2595, as the exclusive bargaining
3 representative of Physician Trained, Mobile Intensive Care Paramedics as defined by R.C.W.
4 18.71.200 and Paramedic Supervisors and who are employed by the Emergency Medical Services
5 Division of King County. It shall be the mission and purpose of the Paramedics and Paramedic
6 Supervisors of the County to provide quality emergency medical care to all the citizens in the
7 King County Medic One service area.

8 *Section 2. Union Security.* It shall be a condition of employment that all regular full-time
9 employees who are members of the Union on the effective date of this Agreement, shall remain
10 members in good standing, or pay agency fee.

11 It shall also be a condition of employment that regular full-time employees covered by this
12 Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following such
13 employment, become and remain members in good standing in the Union or pay agency fee.

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

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

28 The I.A.F.F., Local 2595, will indemnify, defend, and hold the County harmless against any

1 claims made and against any suit instituted against the County on account of any check-off of dues.
2 The I.A.F.F., Local 2595, agrees to refund to the County any amounts paid to it in error on account of
3 the check-off provision upon presentation of proper evidence thereof.

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

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

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

13 **Section 7. Collective Bargaining.**

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

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

28 **Section 9. Union Officials.** The Department administration shall afford union employee

1 representatives a reasonable amount of time while on duty to consult with appropriate county
2 officials and/or aggrieved employees, provided that the Union representative and/or aggrieved
3 employees contact their immediate supervisors, indicate the general nature of the business to be
4 conducted, request necessary time without undue interference with assignment duties. Time spent on
5 such activities shall be recorded by the Union representative. Union representatives shall not use
6 excessive time in handling such responsibilities.

7 ***Section 10. Leave of Absence.***

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

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1 **ARTICLE 3: MANAGEMENT RIGHTS**

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

- 6 a. require standards of performance and to maintain order and efficiency;
- 7 b. to direct employees and to determine job assignments and working schedules;
- 8 c. to determine the materials and equipment to be used;
- 9 d. to implement improved operational methods and procedures;
- 10 e. to determine staffing requirements;
- 11 f. to determine the kind and location of facilities;
- 12 g. to determine whether the whole or any part of the operation shall continue to
- 13 operate;
- 14 h. to select and hire employees;
- 15 i. to develop and modify classification specifications of employees;
- 16 j. to promote and transfer employees;
- 17 k. to discipline, demote and discharge employees for just cause, provided, however,

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

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

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

25 p. to define and implement a new bi-weekly payroll system. Implementation of such
26 a system may include a conversion of wages and leave benefits into hourly amounts. The parties
27 recognize King County's exclusive right to make the changes necessary to implement such payroll
28 system, provided that the parties agree to bargain the impact of such change prior to the

1 implementation of such system.

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

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

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1 **ARTICLE 4: FURLOUGH DAYS**

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

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5 Years of Continuous Service from Date of employment in a bargaining unit position	Monthly Credit	Equivalent Annual Furlough Credit
6 From date of hire into a 24-hour 7 shift assignment to three (3) years of continuous service.	18 hours	(216 hours) 9 24-hour shifts
8 More than three (3) years but less 9 than seven (7) years of continuous service.	22 hours	(264 hours) 11 24-hour shifts
10 More than seven (7) years but less 11 than twelve (12) years of continuous service.	24 hours	(288 hours) 12 24-hour shifts
12 More than twelve (12) years but less 13 than sixteen (16) years of continuous service.	26 hours	(312 hours) 13 24-hour shifts
14 More than sixteen (16) years but less 15 than twenty (20) years of continuous service.	28 hours	(336 hours) 14 24-hour shifts
16 More than twenty (20) years but less 17 than twenty five (25) years of continuous service.	30 hours	(360) 15 24-hour shifts
18 More than twenty five (25) years of continuous service.	34 hours	(408) 17 24-hour shifts

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

22

23 Years of Continuous Service from Date of employment in a bargaining unit position	Monthly Vacation Credit	Annual Vacation Credit	Maximum Accumulation Allowed
24 From date of hire into a 40- 25 hour workweek assignment to three (3) years of continuous 26 service.	6.66 hours per month	80 hours	480 hours
27 More than three (3) years but 28 less than seven (7) years of continuous service.	10 hours per month	120 hours	480 hours

Years of Continuous Service from Date of employment in a bargaining unit position	Monthly Vacation Credit	Annual Vacation Credit	Maximum Accumulation Allowed
More than seven (7) years but less than twelve (12) years of continuous service.	11.66 hours per month	140 hours	480 hours
More than twelve (12) years but less than sixteen (16) years of continuous service.	13.33 hours per month	160 hours	480 hours
More than sixteen (16) years but less than twenty (20) years of continuous service.	15 hours per month	180 hours	480 hours
More than twenty (20) years but less than twenty five (25) years of continuous service.	16 hours per month	192 hours	480 hours
More than twenty five (25) years of continuous service.	19.33 hours per month	232 hours	480 hours

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

Section 3. 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 wage rate. "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 s/he is earning as of the date of the cash out.

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

Section 5.

a. By September 15 of the proceeding year, management shall provide a year-long schedule to the Union which includes changes in the platoon rosters.

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

c. Prior to December 1, management shall post the actual annual schedule, including Medic X shifts, shifts which may need to be covered by voluntary overtime, and a list, by

1 Paramedic, of UMX days, per Article 9, Section 2c. Paramedics will be granted their requested
2 furlough shifts, provided they can be covered by Medic X shifts or voluntary overtime.

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

5 **Section 6.**

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

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

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

19 d. Furlough that has not been scheduled according to the procedures outlined in this
20 Section 5 of this Article will be granted on a first come, first served basis by the Division Manager or
21 his/her designee, provided that the furlough can be covered on a voluntary basis with hours from an
22 UMX or scheduled third-person shift. If the request for unscheduled furlough cannot be covered in
23 this manner, then it may be granted by the Division Manager or his/her designee (again with coverage
24 on a voluntary basis). Unscheduled furlough may be taken in one (1) hour increments with a
25 minimum of three (3) hours (the three (3) hour minimum shall not apply to shift change). In addition,
26 if the Paramedic or Shift Paramedic Supervisor commits to year in advance scheduling of 75% or
27 more of their annual furlough accrual (rounded to the nearest whole shift), he/she may use the
28 residual, in the form of Special Request Furlough, provided that voluntary coverage can be found.

1 The County has the right to reinstate the 72 and 48 hour limitations should the elimination of former
2 language be deemed a problem by the employer.

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

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

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

- 16 1. January 1, New Year's Day
- 17 2. Presidents Day
- 18 3. Memorial Day
- 19 4. July 4
- 20 5. Labor Day
- 21 6. Thanksgiving Day
- 22 7. Christmas Day
- 23 8. Personal Holidays pursuant to Personnel Guidelines

24 Veteran's Day, Martin Luther King Jr.'s Birthday, and the day after Thanksgiving are
25 recognized as holidays by King County and shall result in the Paramedic Supervisors having the day
26 off or receiving an additional vacation day as determined by the Employer; provided that they must
27 be on a pay status the day prior to and the day following a holiday to be eligible for vacation day
28 credit. If a holiday falls on a Saturday, the Friday before will be the paid holiday. If a holiday falls

1 on a Sunday, the Monday following will be a paid holiday.

2 **Section 8.** Employees required to work on January 1, July 4, Thanksgiving day, December 24
3 or December 25 shall be paid one and one-half times their regular hourly rate of pay for hours
4 worked on those days.

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1 **ARTICLE 5: CONTINUING EDUCATION**

2 It is the responsibility of all paramedic personnel to meet the University of Washington
3 School of Medicine, Harborview Medical Center requirements for Continuing Medical Education
4 (CME). As a condition of employment, it is necessary for the employee's to maintain certification as
5 a Physician Trained Mobile Intensive Care Paramedic (MICP) in King County, Washington. The
6 EMS Division is responsible for providing the required training or identifying sufficient opportunities
7 to bargaining unit members in order to attain their required CME hours. The King County Medic
8 One Training Officer is responsible for notifying paramedics, in a timely manner, of opportunities to
9 acquire CME credit whenever they receive notice of such opportunities. Failure to satisfactorily
10 complete the required number of hours of CME in a timely manner will result either in disciplinary
11 action or separation from employment for failure to meet these minimum qualifications.

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

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

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

28 Bargaining unit members, whenever possible, shall attend such courses while on duty. The

1 County reserves the right to provide on-line training. When off duty attendance is approved for
2 required training by the County, the employee shall be paid 1-1/2 (one and one half) his or her regular
3 rate of pay for the hours in attendance. There will be no pay for travel time except as required by
4 Federal or State law. Reimbursement for parking will be provided pursuant to County policy.
5 Paramedics shall only be compensated for attending required training and "Tuesday Series" (Sec. 1 a
6 below).

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

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

9 a) Tuesday Series:

10 King County Paramedic Training offers regular training on the first Tuesday of the month for
11 10 (ten) months of every year. This training is considered pre-approved and shall be compensated at
12 1-1/2 (one and one half) times the regular rate of pay for employee's who attend these courses on off-
13 duty status. Tuesday series is not approved for overnight accommodation under any circumstances.

14 b) Training that does not require overnight accommodation:

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

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

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

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2. Training that requires overnight accommodations:

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

If a request for training that requires an overnight stay is granted, it shall not be precedent-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.

3. 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.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1A.** Regular full-time employees shall accrue sick leave benefits at a monthly rate of
3 12 hours per month for each month in County service; except that sick leave shall not begin to accrue
4 until the first of the month following the month in which the employee commenced employment.

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

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

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

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

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

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

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

28 **Section 5.**

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

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

6 **Section 6.** Separation from County employment, except by reason of retirement or layoff due
7 to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the
8 employee. Should the employee resign in good standing and return to the County within two (2)
9 years, accrued sick leave shall be restored.

10 **Section 7.** County employees who have at least five (5) years County service and retire as a
11 result of length of service or who terminate by reason of death shall be paid an amount equal to
12 thirty-five percent (35%) of their unused, accumulated sick leave, without a maximum. All payments
13 shall be based on the employee's base rate.

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

16 **Section 9. Bereavement Leave.**

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

22 b. Forty (40) hour employees shall be entitled to three (3) days of bereavement leave
23 a year.

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

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

28 **Section 10.** An employee who is unable to perform his/her regularly assigned duties because

1 of work or non-work related disability that is not incapacitating may accept an assignment by the
2 Division Manager or his/her designee, in coordination with the Human Resources Division of the
3 Department of Executive Services, to other tasks necessary to the operation of the King County
4 Medic One program. Employees accepting such assignments may be reassigned to a forty (40) hour
5 for forty-eight (48) hour work week (40/48) and have the option if approved by the employee's
6 physician, to work an alternative work schedule and shall be compensated for all such hours at his/her
7 straight-time hourly rate in lieu of sick leave benefits.

8 ***Section 11. Special Sick Leave.***

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

12 ***Section 12. Industrial Leave Benefit Supplement.*** All newly hired Paramedics and
13 Paramedic Supervisors shall be provided with either 192 hours for shift paramedics and shift
14 paramedic supervisors or 184 hours for forty hour employee's of benefit supplement, depending on
15 shift assignment, which shall be used only to supplement the employee's industrial insurance benefit
16 should the employee be injured on the job during his or her first calendar year on the job in
17 accordance with the supplemental disability leave provisions of state law. The benefit supplement
18 shall begin on the sixth calendar day from the date of injury or illness which entitles the employee to
19 benefits under RCW 51.32.090. The benefit supplement for PERS eligible employees shall be
20 administered pursuant to RCW 41.40. For the purpose of this section, the day of injury shall
21 constitute the first calendar day. In the event there is no regular sick leave, the benefit supplement
22 shall be immediately available for each incident of on-the job injury. During the second year of
23 employment, and for all succeeding years, all Paramedics and Paramedic Supervisors shall be
24 provided either 192 hours for 24-hour employees or 184 hours for non shift paramedics of benefit
25 supplement, depending on shift assignment, which shall only be utilized in the circumstances as
26 herein described. It is understood by the parties the benefit supplement is the maximum an employee
27 may use for each incident. The benefit supplement is non-cumulative, but is renewable annually.

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

1 **ARTICLE 7: WAGE RATES**

2 **Section 1A.** It shall be the intent and purpose of the Employer and the Union to use the All
3 Cities CPI-W (September to September) standard for this and future wage contracts. Further, the
4 Union acknowledges an impact on the Employer due to a previous court ruling on the FLSA 7k
5 exemption and agrees to a waiver of three and one-half percent (3.5%) (of parity) of the regular
6 wages negotiated by comparing I.A.F.F. 2595's wages to comparables agreed upon by both parties.
7 It shall be the intent and purpose of the Union to abide by this waiver in future negotiations barring
8 change in either the court's interpretation of the 7k exemption or the hours worked per week by the
9 employee group as a whole.

10 **Section 1B.** The hourly wage rate effective January 1, 2010 for Paramedics and Paramedic
11 Supervisor shall be as set in Addendum A of this agreement. Addendum A reflects a four percent
12 (4%) increase to base wages for all bargaining unit members in the bargaining unit effective on
13 January 1, 2010.

14 **Section 1C.** Effective January 1, 2010 base wages in effect on December 31, 2009 for all
15 bargaining unit members shall be increased by 2% per Section 1D (September 2008 - September
16 2009)

17 **Section 1D.** Effective January 1, 2010, base wages in effect on December 31, 2009 for all
18 bargaining unit members should be increased by 90% CPI-W All Cities Index (September 2008 -
19 September 2009) with a maximum increase of six (6) percent but no less than two (2) percent.

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

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

1 **Section 1G.** Effective January 1, 2010, the hourly wage rate of Paramedics assigned as
2 Paramedic Shift Trainers shall be the applicable hourly wage rate of Paramedics plus five (5) percent
3 for forty-eight (48) hours for work on their shift.

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

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

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

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

20 **Section 6.** Each paramedic will have available an annual clothing allowance of \$450.00 From
21 which to receive reimbursement for purchase of uniforms specified by the Division. An additional
22 one-time expenditure of \$100 shall be allocated for an employee who by virtue of classification
23 change is required to purchase new uniform items. Paramedics can receive reimbursement for
24 personal protective eyewear. To be eligible for reimbursement, purchases must be for division
25 approved uniforms and must be substantiated by receipts. Maintenance of such uniforms is the
26 responsibility of the employee. Paramedics will be provided with personal protective equipment
27 (PPE), (pursuant to King County Medic One Uniform Policy).

28 **Section 7.** Personal property damaged in the line of duty will be repaired or replaced at

1 Employer expense to a maximum cost of \$250.00 per incident.

2 **Section 8.** If through no fault or negligence (i.e. reasonable risk management precautions are
3 taken) on the part of the employee, County property that is lost or stolen shall be replaced by the
4 County at no expense to the employee.

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1 **ARTICLE 8: OVERTIME**

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

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

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

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

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

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

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

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

8 **Section 8.** Hold-over time worked as an extension of a regular working shift shall be paid at
9 time and one-half (1.5) the regular hourly rate to the next even one-half hour time period.

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1 **ARTICLE 9: HOURS OF WORK**

2 *Section 1.* The regularly scheduled working hours of paramedics and shift paramedic
3 supervisors affected by this Agreement shall be 2,448 hours on an annualized basis (equivalent to an
4 average of forty-seven and eight hundredths (47.08) hours per week.

5 *Section 2.*

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

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

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

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

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

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

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

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

1 Unit/MSO 1 or for training or, provided there is mutual agreement, for any other purpose. Partial
2 increments of twenty-four (24) hours shifts may be utilized at the employee's discretion, or will be
3 scheduled per Article 9 Section 2 C1 and C2 of this agreement above.

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

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

18 **Section 3.** Modification of the above work schedule shall be allowed, including a light duty
19 assignment when required by program needs, or upon request by any employee in the bargaining unit
20 wishing to work a modified work schedule, provided there is prior written agreement between the
21 Employer and the Employee and with the concurrence of the Union. Applicable benefits and
22 contractual obligations shall be prorated. Paramedics assigned to work a 40 hour shift on a temporary
23 basis shall be paid consistent with Article 7 Section 5 of this agreement.

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

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

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

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

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

18 Any employee wishing to be contacted to work extra-duty assignments shall be registered.
19 The individual with the lowest number of OT hours per the established policy shall be awarded the
20 shift and shall indicate upon accepting the shift whether said shift will be worked as UMX or as
21 overtime. All UMX hours must be worked prior to being eligible for overtime compensation for
22 those registered on the off shift availability list. Employees not registered off the list shall be offered
23 the work based upon their cumulative hours of overtime worked to date for the calendar year. The
24 responding employee with the least number of cumulative extra-duty hours worked to date will be
25 assigned the work. In the event that coverage cannot be solicited from employees on the list, all
26 employees will receive an "All Call" to offer the work. The qualified employee who responds to the
27 "All Call" with the lowest cumulative extra-duty hours worked will be assigned the work.

28 Employees hired mid-year will be given a prorated number of cumulative overtime hours based

1 upon the highest number of extra-duty hours worked to date by any employee.

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

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

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

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

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

22 **Section 7.** Training and drill hours for two (2) person Primary Response Crews shall be from
23 one (1) hour after shift change and for eight (8) hours thereafter. The total number of scheduled
24 hours for Training and Drill shall not normally exceed four (4) hours per shift for Primary Response
25 Crew. For purposes of this section, training is defined to include those subjects that pertain to
26 Advanced Life Support as defined in R.C.W. 18.71 as may be amended.

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

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

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

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

2 **Section 1A.** Within thirty (30) calendar days following the creation or development of an
3 opening(s) in the Paramedic Supervisor classification, the employer shall choose one of the current
4 four (4) acting MSOs and the top four (4) ranking candidates for the Administrative (40 hour) MSO
5 positions. The four (4) acting MSOs, and the top four (4) ranking candidates testing for the
6 Administrative (40 hour) MSO positions are selected based on results of a two-stage examination
7 process, which will result in a ranked numerical order based on the combined scores of the two-stage
8 examination.

9 The two career paths identified for Paramedic Supervisors are Operations and Administration.
10 Operations Paramedic Supervisors are to be considered synonymous with the 24 hour Shift
11 Paramedic Supervisor. Administrative Paramedic Supervisors are forty (40) hour positions and
12 include the Paramedic Supervisor (Training MSO 3 KCM1 and MSO 4 BLS) and Paramedic
13 Supervisor lead (Administration MSO 2), and the Paramedic Supervisor (Emergency Management
14 MSO 10).

15 Stage One of the testing process shall consist of an independent examination process to
16 determine the qualities which are required to qualify for promotion to any Paramedic Supervisor
17 position. Candidates who pass Stage One testing will be ranked in numerical order according to their
18 scores. Stage Two of the testing process shall be designed to select those candidate(s) qualified for
19 the specific duties of each Paramedic Supervisor position. Those Paramedic Supervisor candidates
20 will then be ranked in numerical order from the composite score from Stage One and Stage Two
21 testing.

22 No individual evaluator(s) will participate in evaluating more than one component (stage) of
23 the testing process for an MSO position, nor shall any individual evaluator be involved in a testing
24 process of more than one MSO position.

25 **Section 1B.** Examinations shall be conducted objectively and comprehensively. A
26 description of the subject matter to be covered by each examination shall be provided to the Union
27 and posted conspicuously in designated areas not less than sixty (60) calendar days prior to the
28 examination. Text and reference materials that are appropriate and which may be used for study

1 purposes, shall be maintained by the Employer and shall be made available to each individual who
2 wishes to prepare for the examination.

3 **Section 2.** Written and oral examinations shall be developed by an independent testing
4 service and administrated by the County. The Employer and the Union each will designate at least
5 one observer to attend the administration of any examination to record and report any inconsistencies
6 during the testing. These observers will be instructed prior to the test date by the test team as to the
7 format of testing and the expected rules of conduct for the applicants seated for testing.

8 **Section 3.** For each examination, the independent examining agent shall ensure that the
9 examination is impartially administered. In preparation for the creation of each examination,
10 representatives of the employer and union will meet with the examiner. The employer shall provide a
11 job description, job posting and Classification Specification for each position being tested. The union
12 and the employer will review the qualifications required to fill each position. Union representatives
13 may offer comments and suggestions, or voice objections as to how the examination is to be
14 conducted. The Employer and the Union shall appoint participants to a Test Team that will oversee
15 job announcement development, test design, test validation and test administration. The test team
16 shall be made up of an equal number of employer and union representatives not numbering more than
17 six (6) members. The test team shall convene thirty (30) days prior to any job posting to ensure that
18 the sixty (60) day material posting and test date timeline is met. No job announcements or testing
19 materials shall be released until reviewed for accuracy by the test team. No other EMS personnel
20 except for Test Team participants, including those outside the bargaining unit, will have prior access
21 to, or prior notice of, specific examination procedures, questions or the identity of any oral examiners
22 selected for the examination.

23 The Employer will attempt to select oral examiners from outside of The County and/or the
24 KCM1 Services Area. The test team shall have the right to exclude/deny participation of any
25 evaluator(s) which are not acceptable to the test team. Candidates shall be permitted to review their
26 examination scores. Upon request, a confidential written explanation shall be provided to each
27 candidate identifying a candidate's strengths and weaknesses. In the event of ties between two or
28 more candidates seniority shall be used to determine ranking on the Promotional Lists. Candidates

1 shall have ten (10) business days as per the grievance procedure referenced in Article 13 to dispute
2 test results or the testing process.

3 **Section 4.** The Promotional List will be considered current for three (3) years. Management
4 and the Union may mutually agree to allow the Employer to test for a new Promotional List prior to
5 the expiration or exhaustion of the current list.

6 Future Promotional Lists for Paramedic Supervisory positions shall be completed at least
7 ninety (90) days prior to the expiration date of the current list.

8 **Section 5.** The Promotional List for Acting Shift Paramedic Supervisor shall consist of the
9 eight (8) highest scoring candidates. The MSA may appoint additional acting MSOs from the list of
10 eight (8) as determined by program needs. There shall be four (4) Acting Shift Paramedic Supervisor
11 (ASPS) positions, one (1) for each platoon. The employer shall select the ASPS by choosing the top
12 ranking candidate(s) for each open position. In the event the selected actor declines or resigns an
13 ASPS position, or is promoted to a new position, then the County shall select the next ranked
14 candidate on the promotional list for the ASPS position.

15 In consideration of the County's obligation to schedule furlough in advance, it is agreed that if
16 there exists another eligible candidate for the ASPS position who resides on the same platoon as the
17 vacated position, the employer may choose to select the next highest-ranking eligible candidate on
18 that platoon to fill the vacated ASPS position. This assignment shall be on an interim basis until the
19 end of the calendar year. On January 1 of the next year, the interim ASPS will be returned to the
20 eligibility list in their previous ranked order. The County will make a selection of the next highest-
21 ranking candidate from the entire list to fill the open ASPS position prior to the September 15
22 schedule deadline.

23 The Training Supervisor and Administration Supervisor Promotional List shall consist of the
24 four (4) highest scoring candidates ranked in numerical order from the applicable two-stage
25 examination selection process for each position. If the Promotional List is exhausted, the County
26 shall retest in order to establish a new Promotional List.

27 **Section 6.** Each ASPS shall be given a minimal opportunity of forty eight (48) hours per
28 month to perform all duties associated with the Operations Paramedic Supervisor position

1 providing, that the acting opportunity does not conflict with year in advance furlough. The Employer
2 shall utilize ASPS to replace or supplement Paramedic Supervisors due to temporary
3 illness/disability/special projects and furlough in accordance with King County Medic One OT
4 policy, procedures and the Agreement. These ASPS shall be paid at the rate consistent with their
5 Acting position (and years of service). Paramedics-in-training for the ASPS shall be paid their
6 customary rate.

7 **Section 7.** Individuals promoted to positions that become open or vacant under circumstances
8 where the person who created such opening or vacancy did so for reasons other than voluntary
9 resignation and is later returned to work (e.g., as a result of disciplinary proceedings, disability,
10 medical problems, etc.), the individual who was promoted during the other employee's absence shall
11 only be regarded as having been promoted to such opening or vacancy on a provisional basis.
12 Management shall identify such provisional promotional opportunities when posting/announcing the
13 vacancy. If the person who created the opening or vacancy is later returned to work for any reason,
14 the individual who had been promoted to such opening or vacancy because of the other employee's
15 absence shall be returned to his or her former position.

1 **ARTICLE 11: BENEFITS**

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

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

14 *Section 3.*

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 12: MISCELLANEOUS**

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

4 *Section 2. Jury Duty.* An employee shall suffer no monetary loss while on jury duty. The
5 amount of any compensation derived from jury duty during the employee's normal work schedule,
6 except for transportation allowance, shall be deducted from the gross pay due the employee for such
7 period. An employee who is scheduled to work his/her regular shifts while on jury duty shall not be
8 required to report to work on any day when jury duty, including travel time, requires three or more
9 hours of attendance. An employee shall be relieved of regular duties a minimum of twelve (12) hours
10 prior to reporting to jury duty. It is the responsibility of the employee to notify the employer within
11 14 days prior to the date for reporting to jury duty.

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

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

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1 **ARTICLE 13: GRIEVANCE PROCEDURE**

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

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievances. No employee may be disciplined except for
8 just cause.

9 ***Section 1. Definition.***

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

12 ***Section 2. Procedure.***

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

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

26 ***Step 3*** - If, after thorough evaluation, the decision of the Division Manager has not resolved
27 the grievance to the satisfaction of the union, the grievance may be presented by the union to the
28 Labor Relations Director, or his/her designee who shall approve or deny the grievance. The Labor

1 Relations Director, or his/her designee shall render a decision within ten (10) business days.

2 **Step 4** - Either the County or the Union may request arbitration within thirty (30) calendar
3 days of conclusion of Step 3, and must specify the exact question that it wishes arbitrated. The
4 parties shall then select a third disinterested party to serve as an arbitrator. In the event that the
5 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
6 seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) or the
7 American Arbitration Association. The arbitrator will be selected from the list by both the County
8 representative and the Union, each alternately striking a name from the list until one name remains.
9 The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a
10 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

17 No matter may be arbitrated which the County by law has no authority over, has no authority
18 to change, or has been delegated to any civil service commission or personnel board as defined in
19 R.C.W. 41.56, 1967 Laws of the State of Washington.

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

21 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.

1 **ARTICLE 14: BULLETIN BOARDS**

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

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1 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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1 **ARTICLE 16: SAVINGS CLAUSE**

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

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1 **ARTICLE 17: WORK STOPPAGE AND EMPLOYER PROTECTION**

2 **Section 1.** The employer and, the I.A.F.F., Local 2595, agree that the public interest requires
3 efficient and uninterrupted performance of all County services, and to this end pledge their best
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, I.A.F.F., Local
5 2595, shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to
6 perform any customarily assigned duties, sick leave absence which is not bona fide, or other
7 interference with County functions by employees under this Agreement and should same occur, the
8 I.A.F.F., Local 2595, agrees to take appropriate steps to end such interference. Any concerted action
9 in the nature of the activities described above by any employees in the bargaining unit shall be
10 deemed a work stoppage if any of the above activities have occurred.

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

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

- 18 1. Discharge.
 - 19 2. Suspension or other disciplinary action as may be applicable to such employee.
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1 **ARTICLE 18: WAIVER CLAUSE**

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

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

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

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

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

14 *Section 3.* Reductions of Paramedic Supervisor positions in that Paramedic Supervisor
15 classification shall occur on the basis of length of service in supervisory classification. Supervisors
16 whose positions have been eliminated may move to another supervisory position, provided that a
17 supervisory position is vacant or filled by an interim appointment. Supervisors electing to occupy a
18 vacancy or displace an interim appointment must have held the vacant position or be on the current
19 promotional list for the vacant position. Supervisors may elect to bump the least senior Paramedic
20 pursuant to Section 1 above.

1 **ARTICLE 20: CONFERENCE BOARD**

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

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

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

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

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

9 **3. Step Placement** - Paramedic Interns ("the employees"), commencing with Class 37, upon
10 hire shall be placed at Step 1 of pay Range 29.

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

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

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

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

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

2 ***Section 1.***

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

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

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

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

28 ***Section 3.*** The parties agree to engage in a cooperative process to revise the Medic One

1 Standard Operating Procedures and Guidelines in a mutually agreeable format.

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1 **ARTICLE 23: DURATION**

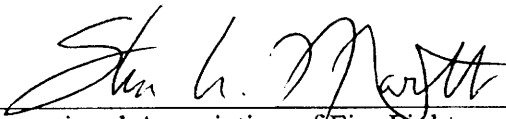
2 This agreement shall become effective upon ratification by the King County Council and shall
3 be effective from January 1, 2010 through December 31, 2010, consistent with the agreement of the
4 parties.

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6 APPROVED this 8 day of OCTOBER, 2010.

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10 By: 

11 King County Executive

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14 SIGNATORY ORGANIZATION:

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17 International Association of Fire Fighters, Local 2595