# AGREEMENT BETWEEN

# INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2595

# AND

# KING COUNTY


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

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 AND MEMBERSHIP

***Section 1.*** The County recognizes I.A.F.F., Local 2595, as the exclusive bargaining representative of Physician 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 King 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.*** It shall be a condition of employment that all regular full-time employees who are members of the Union on the effective date of this Agreement, shall remain members in good standing, or pay agency fee.

It shall also be a condition of employment that regular full-time employees covered by this

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

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

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

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

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

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

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

operations.

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

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

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

***Section 10. Leave of Absence.*** An employee elected or appointed to office in the local of the signatory organization which requires a part of or all of his/her 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;

**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; and

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

## ARTICLE 4: FURLOUGH DAYS

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

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

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

| **Years of Continuous Service from Date of employment in a bargaining unit position** | **Annual Leave Days** | **Maximum Accumulation Allowed** |
|---|---|---|
| Upon hire through end of Year 5 | 12 | 480 |
| Upon beginning of Year 6 | 15 | 480 |
| Upon beginning of Year 9 | 16 | 480 |
| Upon beginning of Year 11 | 20 | 480 |
| Upon beginning of Year 17 | 21 | 480 |
| Upon beginning of Year 18 | 22 | 480 |
| Upon beginning of Year 19 | 23 | 480 |
| Upon beginning of Year 20 | 24 | 480 |
| Upon beginning of Year 21 | 25 | 480 |
| Upon beginning of Year 22 | 26 | 480 |
| Upon beginning of Year 23 | 27 | 480 |
| Upon beginning of Year 24 | 28 | 480 |
| Upon beginning of Year 25 | 29 | 480 |
| Upon beginning of Year 26 and beyond | 30 | 480 |

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. 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 schedule platoon assignments.

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

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

***Section 6.***

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

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

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

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

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

**f.** The annual furlough schedule submitted by the Union shall contain a minimum number of furlough shifts scheduled each trimester. A ratio of: 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 Employer 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 6d. above, will not be counted toward furlough shift minimums.

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

| | | |
|---|---|---|
| 1 | New Year's Day | January 1st |
| 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 | Independence Day | July 4th |
| 6 | Labor Day | First Monday in September |
| 7 | Veterans' Day | November 11th |
| 8 | Thanksgiving Day | Fourth Thursday in Nov. |
| 9 | Day after Thanksgiving | |
| 10 | Christmas Day | December 25th |
| 11 | Two (2) Personal Holidays | |

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

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

| | | |
|---|---|---|
| 1 | New Year's Day | January 1st |
| 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 | Independence Day | July 4th |
| 6 | Labor Day | First Monday in September |
| 7 | Veterans' Day | November 11th |
| 8 | Thanksgiving Day | Fourth Thursday in Nov. |
| 9 | Day after Thanksgiving | |
| 10 | Christmas Day | December 25th |

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

## ARTICLE 5: CONTINUING EDUCATION

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

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

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

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

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

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

The parties agree to the following conditions for approving CME:

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

**a)** Tuesday Series:

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

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

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

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

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

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

***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. 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 $1,500.00 (one 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).

***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 6: SICK LEAVE**

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

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

***Section 1B.*** Paramedic Supervisors and Paramedics assigned to a forty (40) hour workweek for one calendar month 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.

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

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

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

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

**a.** Employee illness;

**b.** Noncompensable injury of an employee (e.g., those injuries generally not eligible for worker's compensation payments);

**c.** In accordance with Family Medical Leave as provided by King County ordinance and relevant state and federal law;

**d.** Employee exposure to contagious diseases and resulting quarantine;

**e.** In accordance with the Washington State Family Care Act;

**f.** Up to twenty-four (24) hours of sick leave may be used by regular full time employees within seven (7) days of the birth or adoption of their child.

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

***Section 5.***

**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 King 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 6.*** 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 and return to the County within two (2) years, accrued sick leave shall be restored.

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

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

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

***Section 9. Bereavement Leave.***

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

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

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

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

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

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

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

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

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

## ARTICLE 7: WAGE RATES

***Section 1A.*** The Union acknowledges an impact on the Employer due to a previous court ruling on the FLSA 7k 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 7k exemption or the hours worked per week by the employee group as a whole.

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

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

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

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

***Section 1E.*** 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 the wage addendum, Addendum A.

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

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

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

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

***Section 3.*** 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%).

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

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

***Section 6.*** Each paramedic will receive an annual clothing allowance of $600.00, before appropriate individual payroll taxes, for the purchase of authorized uniform clothing. An additional one-time expenditure of $100, subject to appropriate individual payroll taxes, shall be allocated for an employee who by virtue of classification change is required to purchase new uniform items. Paramedics can receive reimbursement for personal protective eyewear. 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 7.*** Personal property damaged in the line of duty will be repaired or replaced at Employer expense to a maximum cost of $250.00 per incident.

***Section 8.*** 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 8: OVERTIME**

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

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

***Section 2.*** 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 (3) hours at the overtime rate shall be allowed for each callout except employees called out to perform Paramedic duties in outlying areas of King County, shall be compensated at one and one-half (1.5) times the regular hourly rate, for the actual time worked (and shall not receive the three (3) hour minimum). Where such overtime exceeds three (3) hours, the actual hours worked shall be allowed at the overtime rate.

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

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

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

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

writing.

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

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

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

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

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

## ARTICLE 9: HOURS OF WORK

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

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

***Section 1A.*** 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 2.***

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

**b.** The work schedule for Paramedics and Paramedic Shift Supervisors shall be as follows: one (1) twenty-four (24) hour shift on, one (1) twenty-four (24) hour shift off, one (1) twenty-four (24) hour shift on, followed by five (5) consecutive twenty-four (24) hour periods off. The above cycle is repeated ad infinitum, provided that implementation of the above schedule within a calendar year period may result in the scheduling of either more or less than ten (10) additional shifts in order to arrive at the total of 102 shifts within the calendar year period. 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 and/or UMX shifts in accordance with the provisions of this contract. Partial Medic X shifts shall be assigned as UMX shifts. 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, management 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.** The Employer shall establish a pool of UMX shifts that cannot be assigned except as third-person shifts due to contractual restrictions on Medic X scheduling or an absence of open and/or scheduled furlough shifts. This pool shall contain up to a maximum of two times the number of Paramedics employed at the time of the assignment of Medic X shifts as of December 1st. Individual Paramedics shall be given no more than two UMX shifts each and these shall be distributed as evenly as possible among the four platoons. Dates of open shifts will be offered as illness, disability, scheduled and unscheduled furlough or the departure of an employee create open shifts. Paramedics with UMX shifts shall choose a date or dates from those offered to complete their contractual requirements in Article 9, Section 2b. The Employer shall review the UMX pool and shall use the following formulas, if necessary, to reduce the number of UMX shifts in the pool to meet the limits as set forth below:

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

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

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

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

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

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

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 2A. Standard Workweek.*** The FLSA workweek for both shift employees and 40 hour employees shall be as determined by King County. 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.

***Section 2B.*** Notwithstanding the provisions of Section 2A. 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 3.*** Modification of the above work schedule shall be allowed, including a light duty assignment when required by program needs, or upon request by any employee in the bargaining unit wishing to work a modified work schedule, provided there is prior written agreement between the Employer and the Employee and with the concurrence of the Union. Applicable benefits and contractual obligations shall be prorated. Paramedics assigned to work a 40 hour shift on a temporary

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

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 following procedures shall be utilized in the order listed below in Section 4. 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 4. Extra Duty Coverage for Both Paramedics and Paramedic Supervisors (MSOs).***

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

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

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

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

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

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

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

***Section 5.*** 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 6.*** The employer agrees to an Early Relief program for all employees covered by this Agreement. Early relief is to be provided by means of trade on a position-for-position basis with a notification to the MSO.

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

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

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

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

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

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

## ARTICLE 10: PROMOTION AND ACTING SHIFT SUPERVISOR POSITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***Section 5.*** Each Acting MSO1 shall be given a minimal opportunity of forty eight (48) hours per month to perform all duties associated with the Operations Paramedic Supervisor position providing, that the acting opportunity does not conflict with year in advance furlough. The Employer shall utilize the Acting MSO1s 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 MSO1s shall be paid at the rate consistent with their Acting assignment (and years of service). Paramedics-in-training for the Acting MSO1 assignment shall be paid their customary rate.

***Section 6.*** 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. Management 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 his or her former position.

## ARTICLE 11: 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.***

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 12: MISCELLANEOUS

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

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

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

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

## ARTICLE 13: GRIEVANCE PROCEDURE

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

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

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

***Section 1. Definition.***

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

***Section 2. Procedure.***

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

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

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

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

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

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

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

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

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

Time restrictions may be extended by consent of both parties.

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

## ARTICLE 14: BULLETIN BOARDS

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

## ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY

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

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

## ARTICLE 16: 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 17: WORK STOPPAGE AND EMPLOYER PROTECTION

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

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

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

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

## ARTICLE 18: WAIVER CLAUSE

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

unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and 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 19: REDUCTION-IN-FORCE

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

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

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

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

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 20: 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 13, except to the extent that such discussion may be useful in suggesting improved Employer policies. Either the Union representatives or the Employer representatives may initiate discussion of any subject of a general nature affecting the operations of the Employer 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 21: PARAMEDIC INTERN (COMMENCING WITH CLASS 35)

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

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

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

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

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

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

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

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

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

## ARTICLE 22: 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 his or her 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 his/her 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 23: MEDICAL DIRECTOR'S PROBATION

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

**1.** After identification of a need for improvement and at least 12 months of interaction by the PMD and in coordination with the shift Paramedic Supervisor ("MSO") without resolution;

**2.** And/or a long term pattern of failure to meet the standard level of medical care consistent

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

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

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

## ARTICLE 24: HELICOPTER OPERATIONS

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

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

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

***Section 2. Staffing.***

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

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

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

***Section 3. Training.***

**1.** Initial; a four (4) hour helicopter awareness class is mandated.

**2.** Re-current; training shall be 1 hoist semi-annually (180 days)

**3.** Advanced program; shall meet the requirements as outlined within the KCSO Air Support Unit; Hoist Operations Attachment (HOA): Section II

***Section 4. Equipment.***

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

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

**3.** Patient Care:

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

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

***Section 5. Wages.***

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

***Section 6. Discipline.***

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

**ARTICLE 24: DURATION**

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

**APPROVED** this 23rd day of July, 2015.

By: _____

King County Executive

SIGNATORY ORGANIZATION:

_____

International Association of Fire Fighters, Local 2595

cba Code: 280

Union Code: O1

# ADDENDUM A - 2015

## International Association of Fire Fighters, Local 2595

## Paramedics, Emergency Medical Services - Department of Public Health

| After Service of: | PARAMEDIC - Job Class Code: 3304100 PeopleSoft Job Code: 330402 | | | MSO-Paramedic Supervisor - Job Class Code: 3301100 Peoplesoft Job Code: 330101<br>MSO-Safety Officer - Job Class Code: 3303100 Peoplesoft Job Code: 330601<br>MSO-Training - Job Class Code: 3305100 Peoplesoft Job Code: 330301 | | | MSO-Special Operations/Admin - Job Class Code: 3302100 Peoplesoft Job Code: 330201 | After Service of: |
|---|---|---|---|---|---|---|---|---|
| | Shift: | When assigned to 40-hour schedule: | | Shift: | When assigned to 40-hour schedule: | | Shift: | |
| | | | | *(15% above Paramedic)* | | | *Includes 3.5% Non-Shift Differential* | |
| | Base + Longevity | Base + Longevity | 3.5% Non-Shift Differential | Base + Longevity | Base + Longevity | 3.5% Non-Shift Differential | AND 5.0% MSO-2 Operations Premium | |
| Upon Certification | $32.1012 | $37.7806 | $1.3223 | $36.9164 | $43.4478 | $1.5207 | $47.1408 | Upon Certification |
| 0.5 years | $34.7593 | $40.9090 | $1.4318 | $39.9732 | $47.0454 | $1.6466 | $51.0443 | 0.5 years |
| 1.5 years | $36.8040 | $43.3155 | $1.5160 | $42.3246 | $49.8128 | $1.7434 | $54.0469 | 1.5 years |
| 2.5 years | $38.8486 | $45.7218 | $1.6003 | $44.6759 | $52.5801 | $1.8403 | $57.0494 | 2.5 years |
| 3.5 years | $40.8933 | $48.1283 | $1.6845 | $47.0273 | $55.3475 | $1.9372 | $60.0520 | 3.5 years |
| 4 years | $41.7111 | $49.0908 | $1.7182 | $47.9678 | $56.4544 | $1.9759 | $61.2531 | 4 years |
| 5 years | $41.7111 | $49.0908 | $1.7182 | $47.9678 | $56.4544 | $1.9759 | $61.2531 | 5 years |
| 6 years | $41.7111 | $49.0908 | $1.7182 | $47.9678 | $56.4544 | $1.9759 | $61.2531 | 6 years |
| 7 years | $41.7111 | $49.0908 | $1.7182 | $47.9678 | $56.4544 | $1.9759 | $61.2531 | 7 years |
| 8 years | $41.7111 | $49.0908 | $1.7182 | $47.9678 | $56.4544 | $1.9759 | $61.2531 | 8 years |
| 9 years | $42.5290 | $50.0534 | $1.7519 | $48.9084 | $57.5614 | $2.0146 | $62.4541 | 9 years |
| 10 years | $42.5290 | $50.0534 | $1.7519 | $48.9084 | $57.5614 | $2.0146 | $62.4541 | 10 years |
| 11 years | $42.5290 | $50.0534 | $1.7519 | $48.9084 | $57.5614 | $2.0146 | $62.4541 | 11 years |
| 12 years | $42.5290 | $50.0534 | $1.7519 | $48.9084 | $57.5614 | $2.0146 | $62.4541 | 12 years |
| 13 years | $42.5290 | $50.0534 | $1.7519 | $48.9084 | $57.5614 | $2.0146 | $62.4541 | 13 years |
| 14 years | $43.3469 | $51.0160 | $1.7856 | $49.8489 | $58.6683 | $2.0534 | $63.6551 | 14 years |

# ADDENDUM A - 2015

## International Association of Fire Fighters, Local 2595

## Paramedics, Emergency Medical Services - Department of Public Health



| After Service of: | PARAMEDIC - Job Class Code: 3304100 PeopleSoft Job Code: 330402 | | | MSO-Paramedic Supervisor - Job Class Code: 3301100 Peoplesoft Job Code: 330101<br>MSO-Safety Officer - Job Class Code: 3303100 Peoplesoft Job Code: 330601<br>MSO-Training - Job Class Code: 3305100 Peoplesoft Job Code: 330301 | | | MSO-Special Operations/Admin - Job Class Code: 3302100 Peoplesoft Job Code: 330201 | After Service of: |
|---|---|---|---|---|---|---|---|---|
| | Shift: | When assigned to 40-hour schedule: | | Shift: | When assigned to 40-hour schedule: | | Shift: | |
| | | | | *(15% above Paramedic)* | | | *Includes 3.5% Non-Shift Differential* | |
| | Base + Longevity | Base + Longevity | 3.5% Non-Shift Differential | Base + Longevity | Base + Longevity | 3.5% Non-Shift Differential | AND 5.0% MSO-2 Operations Premium | |
| 15 years | $43.3469 | $51.0160 | $1.7856 | $49.8489 | $58.6683 | $2.0534 | $63.6551 | 15 years |
| 16 years | $43.3469 | $51.0160 | $1.7856 | $49.8489 | $58.6683 | $2.0534 | $63.6551 | 16 years |
| 17 years | $43.3469 | $51.0160 | $1.7856 | $49.8489 | $58.6683 | $2.0534 | $63.6551 | 17 years |
| 18 years | $43.3469 | $51.0160 | $1.7856 | $49.8489 | $58.6683 | $2.0534 | $63.6551 | 18 years |
| 19 years | $44.1648 | $51.9786 | $1.8193 | $50.7895 | $59.7753 | $2.0921 | $64.8562 | 19 years |
| 20 years | $44.1648 | $51.9786 | $1.8193 | $50.7895 | $59.7753 | $2.0921 | $64.8562 | 20 years |
| 21 years | $44.1648 | $51.9786 | $1.8193 | $50.7895 | $59.7753 | $2.0921 | $64.8562 | 21 years |
| 22 years | $44.1648 | $51.9786 | $1.8193 | $50.7895 | $59.7753 | $2.0921 | $64.8562 | 22 years |
| 23 years | $44.1648 | $51.9786 | $1.8193 | $50.7895 | $59.7753 | $2.0921 | $64.8562 | 23 years |
| 24 years | $44.9826 | $52.9411 | $1.8529 | $51.7300 | $60.8822 | $2.1309 | $66.0572 | 24 years |
| 25 years | $44.9826 | $52.9411 | $1.8529 | $51.7300 | $60.8822 | $2.1309 | $66.0572 | 25 years |
| 26 years | $44.9826 | $52.9411 | $1.8529 | $51.7300 | $60.8822 | $2.1309 | $66.0572 | 26 years |
| 27 years | $44.9826 | $52.9411 | $1.8529 | $51.7300 | $60.8822 | $2.1309 | $66.0572 | 27 years |
| 28 years | $44.9826 | $52.9411 | $1.8529 | $51.7300 | $60.8822 | $2.1309 | $66.0572 | 28 years |
| 29 years | $45.8005 | $53.9037 | $1.8866 | $52.6706 | $61.9892 | $2.1696 | $67.2583 | 29 years |
| 30 years | $45.8005 | $53.9037 | $1.8866 | $52.6706 | $61.9892 | $2.1696 | $67.2583 | 30 years |

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



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

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

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

**Subject: 2014 Potential Ebola Response**

**Background**

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

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

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

**Agreement**

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

***I. Exposure to Ebola***

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

***II. Training***

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

The donning and doffing of applicable gear.

***III. Quarantine Procedures***

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

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

**a.** It is the intent of the employer to keep the IAFF 2595 bargaining unit members whole as to their normal working wages during a mandated quarantine.

**b.** It is the intent of the employer that vacation and sick leave accruals will continue during a mandated quarantine.

**c.** It is the intent of the employer that medical, dental, vision and any other insured benefits will be unaffected by the mandated quarantine.

**d.** It is the intent of the employer that a mandated quarantine will not count as a break in service and shall not affect seniority or step advancement. Probationary periods will not be impacted in that mandatory leave days will not add to the length of probation.

## *IV. Other Provisions*

1. IAFF 2595 and the Employer will meet as necessary to discuss any other issues related to their role in the County's Ebola response to the extent that they affect hours, wages and working conditions including the implementation of an Employer mandated quarantine for IAFF 2595 members.

2. The parties acknowledge that this agreement is subject to the dynamic nature of the County's Ebola Response plan and any new science and information that affects such plan. It is agreed that the employer and Local 2595 will meet to discuss the Response Plan and where practicable, the Employer will endeavor to involve knowledgeable SME of Local 2595 to provide direct input into planning and implementation of the Plan with final authority vesting with the Employer.

3. This agreement will become effective upon signature by the parties and shall remain in effect for the duration of the assignment.

4. The agreement is unique to the County's 2014 Ebola Response efforts detailed above and does not imply agreement to any other similar arrangement or situation.

For International Association of Fire Fighters, Local 2595:

Steve Perry, President — 7-13-15 Date

For King County:

Andre Chevalier, Labor Negotiator — 7/13/15 Date
Office of Labor Relations
King County Executive Office