

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

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

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

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

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

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

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

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

1 operations.

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

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

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

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

26 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

- 3 a. require standards of performance and to maintain order and efficiency;
- 4 b. to direct employees and to determine job assignments and working schedules;
- 5 c. to determine the materials and equipment to be used;
- 6 d. to implement improved operational methods and procedures;
- 7 e. to determine staffing requirements;
- 8 f. to determine the kind and location of facilities;
- 9 g. to determine whether the whole or any part of the operation shall continue to
10 operate;
- 11 h. to select and hire employees;
- 12 i. to develop and modify classification specifications of employees;
- 13 j. to promote and transfer employees;
- 14 k. to discipline, demote and discharge employees for just cause, provided, however,
15 the County reserves the right to discharge any employee deemed to be incompetent based upon
16 reasonably related job criteria and exercised in good faith;
- 17 l. to lay off employees for lack of work;
- 18 m. to recall employees;
- 19 n. to require reasonable overtime work of employees;
- 20 o. to promulgate rules, regulations and personnel policies; provided that such rights
21 shall not be exercised so as to violate any of the specific provisions of this Agreement; and
22 p. to define and implement a new bi-weekly payroll system. Implementation of such

23 a system may include a conversion of wages and leave benefits into hourly amounts. The parties
24 recognize King County's exclusive right to make the changes necessary to implement such payroll
25 system, provided that the parties agree to bargain the impact of such change prior to the
26 implementation of such system. The parties agree to the following terms to implement the ABT
27 payroll changes:
28

1 **Phase 1:**

2 1. On or about January 1, 2012, all employees in the bargaining unit will move from
3 the MSA payroll system to the PeopleSoft payroll system. Employees will remain on a semi-monthly
4 pay cycle through Phase 1.

5 2. On or about January 1, 2012, the FLSA workweek will change for all employees in
6 the bargaining unit.

7 **Phase 2:**

8 1. At a date determined by King County and after January 1, 2012, the following will
9 occur:

10 a. Employees will be paid on a biweekly pay system.

11 b. Employees will be paid on an actual hours worked pay methodology.

12 c. For 24-hour shift employees:

13 i. A bi-weekly hours averaging system will be implemented to replace
14 the annual salary smoothing system that is currently in place. Under the new system, regular hours in
15 pay periods with an excess of 94 regularly scheduled hours will be reserved. These reserved hours
16 will be paid in pay periods with less than 94 regularly scheduled hours, bringing employees'
17 paychecks up to 94 hours.

18 ii. FLSA overtime hours will be exempted from this process and will
19 be paid in the current bi-weekly pay cycle.

20 d. Employees may be required to complete an authorization form in order to
21 be paid according to this system; otherwise, they will be paid according to the actual hours earned in
22 the pay cycle.

23 e. All 24-hour shift employees may be required to be paid according to this
24 system, at King County's discretion.

25 f. A reconciliation of hours may be necessary when 24-hour shift employees
26 change to a 40-hour workweek, go to unpaid leave status, or terminate their employment.

27 **Other Agreements:**

28 1. When King County announces a date for Phase 2 to be implemented, it will

1 provide no less than 60 days of notice to the union. If there are any issues that need to be resolved by
2 the parties, they will meet without delay and work to resolve those issues. The implementation date
3 will not be delayed by these meetings, which may continue past the implementation date.

4 2. King County agrees to offer employees covered by this Agreement the same option
5 of requesting a one-time transition payment upon conversion to bi-weekly pay, under the same terms
6 regarding reimbursement, etc., as provided to King County employees generally.

7 With respect to policies and procedures relating to personnel and practices, and to the
8 conditions of employment not specifically covered by this agreement; the County may rely on
9 existing County Personnel Guidelines and negotiate over mandatory subjects of bargaining.

10 However, the parties agree that the County retains the right to implement any changes to policies or
11 practices, after discussion with the Union, where those policies or practices do not concern
12 mandatory subjects of bargaining.

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

1 **ARTICLE 4: FURLOUGH DAYS**

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

4

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

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1 **Section 1a.** Upon conversion to a bi-weekly pay system, Paramedics and Paramedic
 2 Supervisors assigned to 24-hour shifts shall receive paid furlough leave in lieu of vacation and
 3 holiday time off with pay. Such furlough leave will accrue on a bi-weekly pay period amount and
 4 with annual limits as follows:

5	Years of Continuous Service from Date of employment in a bargaining unit position	Bi-weekly Pay Period Credit	Hourly Rate Accrual Equivalent	Equivalent Annual Furlough Credit
6	From date of hire into a 24-hour 7 shift assignment to three (3) years 8 of continuous service.	8.31 hours	0.0882	Not more than (216 hours) 9 24-hour shifts
9	More than three (3) years but less 10 than seven (7) years of continuous service.	10.15 hours	0.1078	Not more than (264 hours) 11 24-hour shifts
11	More than seven (7) years but less 12 than twelve (12) years of continuous service.	11.08 hours	0.1176	Not more than (288 hours) 12 24-hour shifts
13	More than twelve (12) years but less 14 than sixteen (16) years of continuous service.	12 hours	0.1275	Not more than (312 hours) 13 24-hour shifts
15	More than sixteen (16) years but less 16 than twenty (20) years of continuous service.	12.92 hours	0.1373	Not more than (336 hours) 14 24-hour shifts
17	More than twenty (20) years but less 18 than twenty five (25) years of continuous service.	13.85 hours	0.1471	Not more than (360 hours) 15 24-hour shifts
19	More than twenty five (25) years of continuous service.	15.69 hours	0.1667	Not more than (408 hours) 16 24-hour shifts

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

Years of Continuous Service from Date of employment in a bargaining unit position	Monthly Vacation Credit	Annual Vacation Credit	Maximum Accumulation Allowed
From date of hire into a 40-hour workweek assignment to three (3) years of continuous service.	6.66 hours per month	80 hours	480 hours
More than three (3) years but less than seven (7) years of continuous service.	10 hours per month	120 hours	480 hours
More than seven (7) years but less than twelve (12) years of continuous service.	11.66 hours per month	140 hours	480 hours
More than twelve (12) years but less than sixteen (16) years of continuous service.	13.33 hours per month	160 hours	480 hours
More than sixteen (16) years but less than twenty (20) years of continuous service.	15 hours per month	180 hours	480 hours
More than twenty (20) years but less than twenty five (25) years of continuous service.	16 hours per month	192 hours	480 hours
More than twenty five (25) years of continuous service.	19.33 hours per month	232 hours	480 hours

19
 20 Vacation may be used in one-half hour increments, at the discretion of the department director
 21 or division manager.

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

4	5	6	7	8
	Years of Continuous Service from Date of employment in a bargaining unit position	Vacation Earned Per Hour	Maximum Annual Vacation Credit	Maximum Accumulation Allowed
7	From date of hire into a 40-hour workweek assignment to three (3) years of continuous service.	0.0385 hours	80 hours	480 hours
8	More than three (3) years but less than seven (7) years of continuous service.	0.0577 hours	120 hours	480 hours
9	More than seven (7) years but less than twelve (12) years of continuous service.	0.0673 hours	140 hours	480 hours
10	More than twelve (12) years but less than sixteen (16) years of continuous service.	0.0769 hours	160 hours	480 hours
11	More than sixteen (16) years but less than twenty (20) years of continuous service.	0.0865 hours	180 hours	480 hours
12	More than twenty (20) years but less than twenty five (25) years of continuous service.	0.0923 hours	192 hours	480 hours
13	More than twenty five (25) years of continuous service.	0.1115 hours	232 hours	480 hours

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

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

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

1 **Section 5.**

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

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

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

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

15 **Section 6.**

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

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

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

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

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

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

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

- 26 1. January 1, New Year's Day
- 27 2. Presidents Day
- 28 3. Memorial Day

- 1 4. July 4
- 2 5. Labor Day
- 3 6. Thanksgiving Day
- 4 7. Christmas Day
- 5 8. Personal Holidays pursuant to Personnel Guidelines

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

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

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

20 **ARTICLE 5: CONTINUING EDUCATION**

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

1 complete the required number of hours of CME in a timely manner will result either in disciplinary
2 action or separation from employment for failure to meet these minimum qualifications.

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

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

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

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

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

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

28 **a) Tuesday Series:**

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

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

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

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

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

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

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

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

1 **3. Continuing Education:**

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

6 **ARTICLE 6: SICK LEAVE**

7 **Section 1A.** Regular full-time employees shall accrue sick leave benefits at a monthly rate of
8 12 hours per month for each month in County service; except that sick leave shall not begin to accrue
9 until the first of the month following the month in which the employee commenced employment.

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

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

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

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

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

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

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

27 a. Employee illness;

28 b. Noncompensable injury of an employee (e.g., those injuries generally not eligible

1 for worker's compensation payments);

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

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

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

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

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

13 **Section 5.**

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

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

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

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

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

1 **Section 9. Bereavement Leave.**

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

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

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

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

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

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

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

25 **Section 12. Industrial Leave Benefit Supplement.** All newly hired Paramedics and
26 Paramedic Supervisors shall be provided with either up to 192 hours, not to exceed six calendar
27 months, for shift paramedics and shift paramedic supervisors or up to 184 hours, not to exceed six
28 calendar months, for forty hour employee's of benefit supplement, depending on shift assignment,

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

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

16 **ARTICLE 7: WAGE RATES**

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

23 ***Section 1B. 2011. Wages.*** Wages for 2011 shall not change from those in effect on
24 December 31, 2010.

25 ***Section 1C. 2012. Wages.*** Effective January 1, 2012, the base hourly wage rates in effect on
26 December 31, 2011 shall be increased by 2.84%. Payment of this increase shall be implemented in a
27 lump sum payment, made as soon as practical after the parties' full ratification of this Agreement, by
28 multiplying 2.84% times all wages earned in retro-eligible pay codes (e.g., not to include one-time

1 or flat payments such as clothing allowance) from January 1, 2012 through December 31, 2012,
2 inclusive of those dates.

3 **Section 1D. 2013. Wages.** Effective January 1, 2013, the base hourly wage rates in effect on
4 December 31, 2012 shall be increased by 2.83%. Payment of this increase shall be implemented in a
5 lump sum payment in accordance with the method outlined for 2012 in Section 1C of this article for
6 all retro-eligible earnings.

7 **Section 1E. 2014. COLA.** Effective January 1, 2014, the base hourly wage rates in effect on
8 December 31, 2013 shall be adjusted in accordance with the formula used by the King County
9 MedicOne inflator for labor costs (not including the “plus one percent” referenced in the levy
10 documentation). That formula is understood by the parties to be the CPI-W used for Seattle-Tacoma-
11 Bremerton (June to June), with no floor and no ceiling, which produces a wage increase for the year
12 2014 of 1.40%. If the timing of implementation of this increase requires any retroactive application,
13 payment of this increase shall be implemented in a lump sum payment in accordance with the method
14 outlined for 2012 in Section 1C of this article for all retro-eligible earnings.

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

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

24 **Section 1H.** Effective January 1, 2012, Paramedics assigned and working as Paramedic Shift
25 Trainers shall receive a premium of fifty dollars per bi-weekly pay period.

26 **Section 2.** The hourly wage rates for Paramedic Supervisors (MSOs) assigned to a 40-hour
27 workweek position shall be as stated in the wage addendum, Addendum A. Forty (40)-hour
28 paramedic supervisors (MSOs) shall also receive an additional premium equal to three and one half

1 percent (3.5%) of the MSO wage rate for all hours worked as a 40 (forty) hour non-shift paramedic
2 supervisor (MSO), as outlined in Addendum A.

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

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

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

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

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

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

27 **ARTICLE 8: OVERTIME**

28 **Section 1.** Except as otherwise provided in this Agreement, all employees shall receive one

1 and one-half (1.5) times the regular hourly rate for hours worked in excess of forty (40) hours per
2 week.

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

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

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

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

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

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

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

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

1 his/her regular shift shall be compensated at regular time.

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

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

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

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

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

23 **ARTICLE 9: HOURS OF WORK**

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

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

1 to the applicable leave balance.

2 **Section 2.**

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

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

26 c. The Employer shall establish a pool of UMX shifts that cannot be assigned except
27 as third-person shifts due to contractual restrictions on Medic X scheduling or an absence of open
28 and/or scheduled furlough shifts. This pool shall contain up to a maximum of two times the number

1 of Paramedics employed at the time of the assignment of Medic X shifts as of December 1st.
2 Individual Paramedics shall be given no more than two UMX shifts each and these shall be
3 distributed as evenly as possible among the four platoons. Dates of open shifts will be offered as
4 illness, disability, scheduled and unscheduled furlough or the departure of an employee create open
5 shifts. Paramedics with UMX shifts shall choose a date or dates from those offered to complete their
6 contractual requirements in Article 9, Section 2b. The Employer shall review the UMX pool and
7 shall use the following formulas, if necessary, to reduce the number of UMX shifts in the pool to
8 meet the limits as set forth below:

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

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

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

19 **d.** Throughout the year the Employer may offer Paramedics and Shift Paramedic
20 Supervisors assigned third-person shifts the option of transferring to an open shift as these become
21 available. In order to promote flexibility in scheduling UMX shifts, or rescheduling third person
22 shifts, partial increments of twenty-four (24) hour shifts may be utilized by mutual agreement of both
23 parties. Two (2) twenty-four (24) hour shifts of UMX time are to be used on a Primary Medic
24 Unit/MSO 1 or for training or, provided there is mutual agreement, for any other purpose. Partial
25 increments of twenty-four (24) hours shifts may be utilized at the employee's discretion, or will be
26 scheduled per Article 9 Section 2c.1) and 2c.2) of this agreement above.

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

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

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

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

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

26 In the event of an emergency situation (one which cannot reasonably be anticipated through
27 the use of planning) resulting in an open shift, or portion of a shift, in the staffing of Paramedic units
28 or Shift Paramedic Supervisor positions, the following procedures shall be utilized in the order listed

1 below in Section 4. Being "Registered" shall mean having completed an off-shift registration form or
2 automated scheduling program in use making oneself available to work a shift or portion of a shift.
3 Call up policy shall dictate the precise procedures for filling a shift or portion of a shift.

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

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

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

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

1 "All Call" with the lowest cumulative extra-duty hours worked will be assigned the work.
2 Employees hired mid-year will be given a prorated number of cumulative overtime hours based upon
3 the highest number of extra-duty hours worked to date by any employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 MSO 10).

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

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

12 **Section 1B.** Examinations shall be conducted objectively and comprehensively. A
13 description of the subject matter to be covered by each examination shall be provided to the Union
14 and posted conspicuously in designated areas not less than sixty (60) calendar days prior to the
15 examination. Text and reference materials that are appropriate and which may be used for study
16 purposes, shall be maintained by the Employer and shall be made available to each individual who
17 wishes to prepare for the examination.

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

23 **Section 3.** For each examination, the independent examining agent shall ensure that the
24 examination is impartially administered. In preparation for the creation of each examination,
25 representatives of the employer and union will meet with the examiner. The employer shall provide a
26 job description, job posting and Classification Specification for each position being tested. The union
27 and the employer will review the qualifications required to fill each position. Union representatives
28 may offer comments and suggestions, or voice objections as to how the examination is to be

1 conducted. The Employer and the Union shall appoint participants to a Test Team that will oversee
2 job announcement development, test design, test validation and test administration. The test team
3 shall be made up of an equal number of employer and union representatives not numbering more than
4 six (6) members. The test team shall convene thirty (30) days prior to any job posting to ensure that
5 the sixty (60) day material posting and test date timeline is met. No job announcements or testing
6 materials shall be released until reviewed for accuracy by the test team. No other EMS personnel
7 except for Test Team participants, including those outside the bargaining unit, will have prior access
8 to, or prior notice of, specific examination procedures, questions or the identity of any oral examiners
9 selected for the examination.

10 The Employer will attempt to select oral examiners from outside of The County and/or the
11 KCM1 Services Area. The test team shall have the right to exclude/deny participation of any
12 evaluator(s) which are not acceptable to the test team. Candidates shall be permitted to review their
13 examination scores. Upon request, a confidential written explanation shall be provided to each
14 candidate identifying a candidate's strengths and weaknesses. In the event of ties between two or
15 more candidates seniority shall be used to determine ranking on the Promotional Lists. Candidates
16 shall have ten (10) business days as per the grievance procedure referenced in Article 13 to dispute
17 test results or the testing process.

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

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

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

1 candidate on the promotional list for the ASPS position.

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

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

14 **Section 6.** Each ASPS shall be given a minimal opportunity of forty eight (48) hours per
15 month to perform all duties associated with the Operations Paramedic Supervisor position providing,
16 that the acting opportunity does not conflict with year in advance furlough. The Employer shall
17 utilize ASPS to replace or supplement Paramedic Supervisors due to temporary
18 illness/disability/special projects and furlough in accordance with King County Medic One OT
19 policy, procedures and the Agreement. These ASPS shall be paid at the rate consistent with their
20 Acting position (and years of service). Paramedics-in-training for the ASPS shall be paid their
21 customary rate.

22 **Section 7.** Individuals promoted to positions that become open or vacant under circumstances
23 where the person who created such opening or vacancy did so for reasons other than voluntary
24 resignation and is later returned to work (e.g., as a result of disciplinary proceedings, disability,
25 medical problems, etc.), the individual who was promoted during the other employee's absence shall
26 only be regarded as having been promoted to such opening or vacancy on a provisional basis.
27 Management shall identify such provisional promotional opportunities when posting/announcing the
28 vacancy. If the person who created the opening or vacancy is later returned to work for any reason,

1 the individual who had been promoted to such opening or vacancy because of the other employee's
2 absence shall be returned to his or her former position.

3 **Section 8.** The parties agree to collaborate on a new testing process. If a mutually agreeable
4 solution is not achieved prior to the next testing cycle, then the existing provisions (of this Article)
5 will be utilized.

6 **ARTICLE 11: BENEFITS**

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

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

19 **Section 3.**

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

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

28 c. The Industrial Leave Benefit Supplement and the County's disability supplement

1 shall be paid in equal portions between the employer and the employee. The employee's portion
2 shall be first charged against industrial insurance bank set forth in Article 6 Section 12, until
3 exhausted, and then it shall be charged against the accrued leave bank of the employee. In computing
4 the charge, accumulated leave shall be converted to a money equivalent based on the regular monthly
5 salary of the employee, before deductions and FLSA pay excluding overtime pay.

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

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

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

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

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

27 i. Should the employer require an Independent Medical Exam (IME) the employee
28 shall be compensated at the appropriate overtime rate inclusive of travel time and mileage

1 reimbursement per King County ordinance.

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

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

5 **ARTICLE 12: MISCELLANEOUS**

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

8 **Section 2. Jury Duty.** An employee shall suffer no monetary loss while on jury duty. The
9 amount of any compensation derived from jury duty during the employee's normal work schedule,
10 except for transportation allowance, shall be deducted from the gross pay due the employee for such
11 period. An employee who is scheduled to work his/her regular shifts while on jury duty shall not be
12 required to report to work on any day when jury duty, including travel time, requires three or more
13 hours of attendance. An employee shall be relieved of regular duties a minimum of twelve (12) hours
14 prior to reporting to jury duty. It is the responsibility of the employee to notify the employer within
15 14 days prior to the date for reporting to jury duty.

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

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

27 **ARTICLE 13: GRIEVANCE PROCEDURE**

28 The County recognizes the importance and desirability of settling grievances promptly and

1 fairly in the interest of continued good employee relations and morale and to this end the following
2 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
3 possible level of supervision.

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

7 ***Section 1. Definition.***

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

10 ***Section 2. Procedure.***

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

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

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

28 ***Step 4*** - Either the County or the Union may request arbitration within thirty (30) calendar

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

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

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

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

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

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

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

23 **ARTICLE 14: BULLETIN BOARDS**

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

26 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

27 The Employer or the Union shall not unlawfully discriminate against any individual with
28 respect to compensation, terms, conditions, or privileges of employment because of race, color,

1 religion, national origin, age, sex, sexual orientation, transgender, marital status, mental, physical or
2 sensory disability.

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

5 **ARTICLE 16: SAVINGS CLAUSE**

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

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

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

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

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

1 1. Discharge.

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

3 **ARTICLE 18: WAIVER CLAUSE**

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

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

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

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

28 *Section 2.* Employees entering County employment as of October 1, 1979, shall have their

1 seniority date established from date of original certification as a Paramedic.

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

9 **ARTICLE 20: CONFERENCE BOARD**

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

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

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

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

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

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

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

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

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

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

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

22 ***Section 1.***

23 a. The employee and/or a representative may examine the employee’s personnel files
24 if the employee so authorizes in writing. Material placed into the employee’s files relating to job
25 performance or personal character shall be brought to his or her attention prior to placement in the
26 files. The employee may challenge the propriety of placement of said materials in the files. If, after
27 discussion, management retains the material in the files, the employee shall have the right to insert
28 contrary documentation into the file. Unauthorized persons shall not be given access to employee

1 files or other personal data relating to the employee. The Division Manager or his/her designee will
2 determine staff authorized for access to personnel files and a record of access shall be maintained.

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

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

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

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

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

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

1 The following are causes for such action:

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

4 2. And/or a long term pattern of failure to meet the standard level of medical care consistent
5 with King County Medic One, after identification of performance deficiencies and corrective
6 interaction, without effecting lasting change is established.

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

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

1 **ARTICLE 24: DURATION**

2 This agreement shall become effective upon ratification by the King County Council and shall
3 be effective from January 1, 2011 through December 31, 2014, consistent with the agreement of the
4 parties. No provisions shall be applied retroactively, except as were expressly provided otherwise.

5
6 APPROVED this 4th day of December, 2013.

7
8
9
10 By: 

11 King County Executive

12
13
14
15 SIGNATORY ORGANIZATION:

16 
17
18 International Association of Fire Fighters, Local 2595