

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

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

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

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

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

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

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

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

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

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

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

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

13 **Section 7. Collective Bargaining.**

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

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

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

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

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

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

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1 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

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

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

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

1 implementation of such system.

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

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

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1 **ARTICLE 4: FURLOUGH DAYS**

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

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

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

22

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

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

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

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

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

Section 5.

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

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

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

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

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

5 **Section 6.**

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

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

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

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

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

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

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

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

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

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

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

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

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1 **ARTICLE 5: CONTINUING EDUCATION**

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

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

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

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

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

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

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

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

9 a) Tuesday Series:

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

14 b) Training that does not require overnight accommodation:

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

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

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

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2. Training that requires overnight accommodations:

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

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

3. Continuing Education:

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

1 **ARTICLE 6: SICK LEAVE**

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

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

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

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

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

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

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

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

28 **Section 5.**