

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

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MEMORANDUM OF AGREEMENT: 2014 POTENTIAL EBOLA RESPONSE

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 County shall notify the Local in writing when and if the County
27 desires to begin the process of bargaining the impacts of implementing the PeopleSoft payroll system,
28 so that the parties can then make the necessary arrangements to commence the bargaining process.

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

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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:

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

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

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

26 **Section 4.** Paramedics employed by the County on October 1, 1979, shall have years of
 27 continuous service computed from the date upon which each entered the Paramedic Training Program
 28 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.

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

3			
4	1	New Year's Day	January 1st
5	2	Martin Luther King Jr.'s Birthday	Third Monday in January
6	3	Presidents' Day	Third Monday in February
7	4	Memorial Day	Last Monday in May
8	5	Independence Day	July 4th
9	6	Labor Day	First Monday in September
10	7	Veterans' Day	November 11th
11	8	Thanksgiving Day	Fourth Thursday in Nov.
12	9	Day after Thanksgiving	
13	10	Christmas Day	December 25th
14	11	Two (2) Personal Holidays	

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

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

3	1	New Year's Day	January 1st
4	2	Martin Luther King Jr.'s Birthday	Third Monday in January
5	3	Presidents' Day	Third Monday in February
6	4	Memorial Day	Last Monday in May
7	5	Independence Day	July 4th
8	6	Labor Day	First Monday in September
9	7	Veterans' Day	November 11th
10	8	Thanksgiving Day	Fourth Thursday in Nov.
11	9	Day after Thanksgiving	
	10	Christmas Day	December 25th

12 **Section 9.** After employees are in a leave without pay status for more than one (1) month (i.e.
13 10 consecutive shifts) they will no longer accrue furlough for the unpaid hours. Any leave accrual
14 that occurs while an employee is on leave without pay status will be held in abeyance and will not
15 become effective until such time as the employee has returned to paid status for 30 consecutive
16 calendar days.

17 **ARTICLE 5: CONTINUING EDUCATION**

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

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

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

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

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

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

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

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

25 **a) Tuesday Series:**

26 King County Paramedic Training offers regular training on the first Tuesday of the month for
27 10 (ten) months of every year. This training is considered pre-approved and shall be compensated at
28 1-1/2 (one and one half) times the regular rate of pay for employee's who attend these courses on off-

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

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

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

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

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

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

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

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

25 **3. Education Incentive:**

26 Additional courses not addressed above shall be reimbursed (not paid in advance) by the
27 Emergency Medical Services (EMS) Division for up to a maximum of \$1,500.00 (one thousand five
28 hundred dollars) annually per employee subject to the availability of EMS funds. To qualify, the