

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

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

These Articles constitute an agreement, terms of which have been negotiated in good faith, between King County (County) and I.A.F.F., Local 2595 (Union). This Agreement shall be subject to approval by ordinance of the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in R.C.W. 41.56.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

Section 2. Union Security. All employees covered under the terms of this Agreement may voluntarily join the Union as a member and receive all rights, privileges and benefits of Union membership.

Section 3. Dues Deduction. Upon receipt of written legally compliant authorization

1 voluntarily signed by a Union member, the County shall have deducted from the pay of such
2 employee the amount of dues, fees, and/or assessments as certified by the secretary of I.A.F.F., Local
3 2595, and shall transmit the same to the treasurer of Local 2595.

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

8 **Section 4.** The County will require all new employees, hired in a position included in the
9 bargaining unit, to sign a form (in triplicate), which will inform them of the Union's exclusive
10 recognition. The County will provide a Union representative with an opportunity to meet with all
11 new employees for 30 minutes as part of the orientation process.

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

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

18 **Section 7. Collective Bargaining.** Union Members selected to serve the Union for purposes
19 of collective bargaining shall be allowed time off from duty to attend meetings with the County,
20 including up to two hours prior to the meeting and up to one hour after the meeting and provided
21 further that prior approval is granted by the division manager/designee.

22 **Section 8. Union Officials.** The Department administration shall afford Union employee
23 representatives a reasonable amount of time while on duty to consult with appropriate county
24 officials and/or aggrieved employees, provided that the Union representative and/or aggrieved
25 employees contact their immediate supervisors, indicate the general nature of the business to be
26 conducted, request necessary time without undue interference with assignment duties. Time spent on
27 such activities shall be recorded by the Union representative. Union representatives shall not use
28 excessive time in handling such responsibilities.

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

ARTICLE 3: MANAGEMENT RIGHTS

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

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

With respect to policies and procedures relating to personnel and practices, and to the

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

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

ARTICLE 4: FURLOUGH, VACATION, AND HOLIDAY LEAVE

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

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

Years of Continuous Service from Date of employment in a bargaining unit position	Monthly Credit	Equivalent Annual Furlough Credit
More than twenty five (25) years of continuous service.	36 hours	432 (eighteen 24-hour shifts)

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

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

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

Section 3. Furlough and Vacation Accrual Cap. 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 base 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

1 March of the following year, the employee will be cashed out at the rate of pay earned as of the date
2 of the cash out.

3 Except as provided under the HRA-VEBA agreement, when employees separate employment,
4 including those who retire as a result of length of service or who terminate by reason of death, shall
5 be paid one-hundred percent (100%) of their unused, accumulated furlough leave, without a
6 maximum. All payments shall be based on the employee's base rate.

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

10 **Section 5.**

11 a. By September 15 each year, the County shall provide a year-long schedule for the
12 following calendar year to the Union, which includes changes in the platoon rosters. The Union
13 acknowledges that schedules may be adjusted by the parties annually for the equitable distribution of
14 shifts falling on certain holidays, otherwise, the default scheduling will be as per the regularly
15 schedule platoon assignments.

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

18 c. Prior to December 1, the County shall post the actual annual schedule, including
19 Medic X shifts, shifts which may need to be covered by voluntary overtime. Paramedics will be
20 granted their requested furlough shifts, provided they can be covered by Medic X shifts or voluntary
21 overtime.

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

24 **Section 6.**

25 a. There shall be a maximum limit of five (5) furlough shifts granted for the same
26 work shift, provided, however, that during the period of October 1 through December 31 there shall
27 be a maximum limit of six (6) furlough shifts granted for the same work shift. The maximum limits
28 shall be waived in granting unscheduled furlough during the year when the shift is covered by means

1 of transferring hours from a third-person shift. There shall be a labor/management meeting annually,
2 by the first week of September to review and adjust these maximum limits as necessary. As a pilot
3 project during the term of this Agreement, the County will increase the maximum limit of furlough
4 shifts to six per work shift, with a maximum limit of eight furlough shifts from October 1 through
5 December 31. These pilot limits can be adjusted at the discretion of the KCM1 Chief, as long as the
6 change is announced by September 15th for the following calendar year.

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

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

13 **d.** If the Paramedic or Shift Paramedic Supervisor commits to year in advance
14 scheduling of 75% or more of their annual furlough accrual (rounded to the nearest whole shift), the
15 employee may use the residual, in the form of Special Request Furlough, provided that voluntary
16 coverage can be found. Special Request Furlough may be used in one-half hour increments, at the
17 discretion of the department director or division manager.

18 **e.** As a pilot project during the term of this Agreement, the County will evaluate
19 staffing levels each year on September 15. If staffing levels are predicted to be below full staffing by
20 two or more Paramedics as determined by the KCM1 Chief during the following calendar year, the
21 75% year in advance annual furlough scheduling requirement above can be reduced to 60% by the
22 KCM1 Chief.

23 **f.** The annual furlough schedule submitted by the Union shall contain a minimum
24 number of furlough shifts scheduled each trimester. A ratio of: number of Paramedics/Paramedic
25 Shift Supervisor/30 X 75 shall determine this minimum. Such minimum shall be lowered to a
26 number reached by mutual agreement of the County and the Union in those trimesters when new
27 employees are restricted by contract from utilizing furlough. The Union will assign furlough shifts if
28 the minimums are not met. Furlough shifts granted after December 1, pursuant to Section 6(d) above

in this Article, will not be counted toward furlough shift minimums.

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

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

a. Day of Observance and Pay on Holidays. Employees shall have the above holidays off or the day off on the observed holiday. For holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off, the employee will have eight hours of vacation added to their vacation bank.

b. Employees must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

c. Paramedic Supervisors assigned to work schedules other than a 5/8 schedule shall only receive eight hours of holiday pay per day listed in the holiday table. These Paramedic Supervisors will be allowed to accrue and carry a compensation time bank of up to 24 hours that may

be used to supplement holiday hours in excess of eight hours per their regular schedule. For example, a Paramedic Supervisor may have a 4/10 schedule, receive eight hours of holiday pay, and choose to use two hours of compensation time to receive their regular pay for the holiday.

d. Two Personal Holidays. Effective 2019, leave eligible employees shall receive two personal holidays every year to be added to their vacation bank in the second full pay period of the year or upon hire.

Section 8. Employees required to work on the following holidays shall be paid one and one-half times their regular hourly rate of pay for hours worked on those days, except employees mandatoried to work on a holiday listed below shall instead be paid two times their regular hourly rate of pay for hours worked on the holidays.

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

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

ARTICLE 5: SICK LEAVE

Section 1. Regular full-time employees shall accrue sick leave benefits at a monthly rate of 12 hours per month for each month in County service. The employee is not entitled to sick leave if

not previously earned, except as provided in the Workers' Compensation Leave Article. In no event will the employee accrue less sick leave than the employee would earn under state law.

Section 2. Paramedic Supervisors and Paramedics assigned to a forty (40) hour workweek for one calendar month or more shall accrue sick leave benefits at a rate of ten point four (10.4) hours per month for each month of County service. Employees assigned to forty hour workweeks shall not be entitled to sick leave if not previously earned, except as provided in the Workers' Compensation Leave Article. In no event will the employee accrue less sick leave than the employee would earn under state law.

Section 3. Except as otherwise provided by law, sick leave must be used in one-half hour increments.

Section 4. There shall be no limit to the hours of sick leave benefits accrued by an employee.

Section 5. Employees are eligible for payment on account of illness for the following reasons:

Section 5(a). An absence:

- a. resulting from the employee's mental or physical illness, injury, or health condition;
- b. to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness
- c. for the employee's need for preventive medical care;

Section 5(b). To allow the employee to provide care:

- a. for a family member with a mental or physical illness, injury or health condition;
- b. for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or
- c. for a family member who needs preventive medical care;

Section 5(c). When a County facility is closed by order of public official for any health-related reason, or when an employee's child's school or place of care is closed by order of a public official for a health-related reason;

Section 5(d). For absences that qualify for leave under the domestic violence leave act,

chapter 49.76 RCW;

Section 5(e). For absences to increase the safety of the employee or a family member when the employee or a family member has been a victim of trafficking under RCW 9A.40.100; and

Section 5(f). For family and medical leave available under federal law, state law or County ordinance.

Section 5(g). Employee exposure to contagious diseases and quarantine.

Section 5(h). For purposes of sick leave, “family member” means any of the following:

1. A child, including a biological, adopted or foster child, a stepchild or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status, or the child of the employee’s domestic partner;

2. The parent of an employee, employee’s spouse or employee’s domestic partner.
Parent includes:

- a. biological parent;
- b. adoptive parent;
- c. de facto parent;
- d. foster parent;
- e. stepparent;
- f. legal guardian; or
- g. person who stood or stands in loco parentis to the employee, employee’s spouse or employee’s domestic partner.

3. A spouse;

4. A domestic partner;

5. A grandparent;

6. A grandchild; or

7. A sibling.

Unless otherwise provided by law, medical, dental or optical appointments shall be scheduled during off-shift hours. The County is responsible for the proper administration of this benefit.

Verification of absence may be required for any requested sick leave absence.

Section 6.

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

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

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

Section 8. County employees who have at least five (5) years County service and retire as a result of length of service or who terminate by reason of death shall be paid an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave, without a maximum. All payments shall be based on the employee's base rate.

Section 9. Bereavement Leave.

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

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

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

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

Section 10. An employee who is unable to perform his/her regularly assigned duties because of work or non-work related disability that is not incapacitating may accept an assignment by the

1 Division Manager or his/her designee, in coordination with the Department of Human Resources, to
2 other tasks necessary to the operation of the King County Medic One program. Employees accepting
3 such assignments may be reassigned to a forty (40) hour for forty-eight (48) hour workweek (40/48)
4 and have the option if approved by the employee's physician, to work an alternative work schedule
5 and shall be compensated for all such hours at his/her straight-time hourly rate in lieu of sick leave
6 benefits.

7 **ARTICLE 6: FAMILY AND MEDICAL LEAVE**

8 **Section 1. Federal Family and Medical Leave**

9 a. As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993, an
10 eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve month
11 period for the employee's own qualifying serious health condition that makes the employee unable to
12 perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious
13 health condition, to bond with a newborn child, adoption or foster care placement (leave must be
14 taken within one year of the child's birth or placement), or for qualifying exigencies related to the
15 foreign deployment of a military member who is the employee's spouse, child or parent. An eligible
16 employee who is a covered service member's spouse, child, parent, or next of kin may take up to
17 twenty-six weeks of paid or unpaid FMLA leave in a single twelve month period to care for the
18 service member with a serious injury or illness.

19 b. The leave may be continuous or intermittent, when medically necessary.
20 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
21 care child may only be taken when approved.

22 c. In order to be eligible for FMLA, an employee must have been employed by King
23 County for at least twelve months and have worked at least 1,250 hours in the twelve month period
24 prior to the commencement of leave.

25 **Section 2. King County Family and Medical Leave**

26 a. As provided by King County Code, an eligible employee may take up to eighteen
27 (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve
28 month period for the employee's own qualifying serious health condition, to care for an eligible

family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the Federal Family and Medical Leave Act, Washington State Family Leave Act, or other family and medical leaves available under federal or state law.

b. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. King County Family and Medical Leave shall run concurrently with other federal, state and county leaves to the extent allowed, including but not limited to the Federal Family and Medical Leave Act, Washington State Family Leave Act, and the Washington State Family Care Act.

c. In order to be eligible for leave under this Article, an employee must have been employed by King County for at least twelve months and have worked at least 1,040 hours in the preceding twelve month period.

d. An employee who returns from King County Family and Medical Leave within the time provided under this Article is entitled to the same position she/he occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

ARTICLE 7: PAID PARENTAL LEAVE

Section 1. Introduction. Paid Parental Leave supplements an employee's accrued paid leaves to provide up to a total of twelve weeks of paid leave for a parent to bond with a new child.

Section 2. Benefit Amount. An employee's supplemental leave benefit is calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying event"). The employee will receive the equivalent of his or her full salary for up to a total of twelve weeks, when combined with the employee's accrued leave (except for one week of sick leave and one week of vacation leave). The employee is permitted to use the supplemental leave first. Additionally, the employee may choose to take less than twelve weeks of leave. Supplemental Paid Parental Leave is not subject to cash out. An employee who does not return to work for at least 6 months of continuous service following the leave, will be required to reimburse King County for the supplemental leave funds received.

1 **a. Example:** if an employee has two weeks of accrued vacation and three weeks of
2 accrued sick leave at the time of the qualifying event, the employee shall be granted nine weeks of
3 supplemental paid leave, bringing the total available paid parental leave to twelve weeks.

4 **Section 3. Eligibility.** The benefit is available to all employees eligible for comprehensive
5 leave benefits (e.g., full leave package including, sick leave, vacation etc) who have been employed
6 with the County for at least six months of continuous service at the time of the qualifying event. If
7 both parents work for King County, then each employee is entitled to up to 12 weeks of Paid Parental
8 Leave.

9 **Section 4. Benefit Period.** Paid Parental Leave must be used within twelve months of the
10 qualifying event. An employee may use Paid Parental Leave on an intermittent or part-time basis, as
11 long as it is consistent with the department's operational needs, and it is approved in writing by the
12 employee's supervisor prior to the leave.

13 **Section 5. Concurrency.** Paid Parental Leave will run concurrently with the County's family
14 and medical leave, as well as federal and state family and medical leave laws, to the fullest extent
15 permitted by law.

16 **Section 6. Job Protection.** Paid Parental Leave is protected leave. Barring required budget
17 cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no
18 retaliatory action may be taken against an employee for participating or planning to participate in the
19 program.

20 **Section 7. Health and Leave Benefits.** The employee will continue to receive all health
21 benefits and shall continue to accrue vacation and sick leave during the period of Paid Parental
22 Leave. For purposes of overtime calculations, Paid Parental Leave shall be considered the equivalent
23 of sick leave.

24 **Section 8. Relationship to Washington State Paid Family and Medical Leave.** The County
25 or the Union may reopen this Article in 2019 related to impacts from the new Washington State Paid
26 Family and Medical Leave program.

27 **ARTICLE 8: WORKERS' COMPENSATION LEAVE**

28 **Section 1. Introduction.** Paramedic and Paramedic Supervisors (employees) unable to work

International Association of Fire Fighters, Local 2595 (Paramedics, Emergency Medical Services - Department of Public Health)

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as a result of a workplace injury or occupational disease and approved for time-loss payments, including provisional approval, ("approved claim") are eligible to receive additional workers' compensation benefits. For approved claims, the County shall provide Industrial Supplemental Leave ("Supplemental Leave") to employees to increase the amount of wage replacement above time-loss payments an employee receives while on workers' compensation leave. Supplemental Leave and time-loss payments shall result in the employee receiving base pay¹ while on workers' compensation leave that is no less than what the employee would normally have earned in base pay if not on workers' compensation leave in accordance with this Article.

Section 2. Industrial Supplemental Leave Amount and Duration. For an approved claim, employees shall be provided with up to a maximum of six months (i.e. 183 calendar days, not work shifts) of Supplemental Leave such that an employee receives no less than the normal base pay they would have received while on paid leave during full time active service, taking into account that time-loss payments are not subject to federal income or social security taxes. Base pay does not include overtime or other payroll deductions. The six months of Supplemental Leave is the maximum an employee can receive per approved claim. If the Supplemental Leave is exhausted, the employee may continue to receive time-loss payments for approved claims per state law, and use furlough, sick, and vacation accruals to supplement wage replacement such that the employee continues to receive base pay while on workers' compensation leave. For approved claims, the day of injury followed by six consecutive calendar days shall constitute the Supplemental Leave "waiting period." Time-loss reimbursement of any sick leave used during the "waiting period" or otherwise shall be in accordance with state law.

Section 3. Prospective Sick Leave Usage. If employees are receiving time-loss payments, but have exhausted their own sick leave accrual, the employee may, for a period of two months after return to active service, draw prospectively on sick leave to a maximum of three shifts. Any such sick leave drawn upon shall be charged against earned sick leave until the employee has accrued the

¹ "Base pay" under this Article means equivalent pay to what an employee would normally receive while on paid leave during full time active service, taking into account that while an employee is on workers compensation leave time-loss payments are not subject to federal income or social security taxes. Base pay does not include overtime or other payroll deductions.

1 amount used. In the event an employee terminates or is medically separated from active service
2 without having restored the sick leave drawn prospectively, the County shall deduct the actual cost of
3 any payments made under this section from compensation or other money payable to the employee,
4 or otherwise recover such payments.

5 **Section 4. Pay Practice.** When the County is able to more precisely calculate appropriate
6 base pay for employees on workers' compensation leave, the County will notify the union and
7 present to union representatives how the new payroll calculation/hours adjustment more closely
8 equates to base pay within the intent of this Article. Subsequent to union notification and opportunity
9 for review, the union agrees not to object to this pay practice implementation.

10 **Section 5. Other Benefits and Terms.**

11 a. While an employee is receiving time-loss payments, the employee, with approval
12 of the employee's treating healthcare provider, shall perform such light duty tasks in the King County
13 Medic One program as directed by County. While on light duty, the employee will be compensated
14 in a manner consistent with his or her normal rate of pay. The County may require that a licensed
15 health care provider of its choice provide a second opinion as to the availability for light duty of any
16 employee receiving a disability supplement.

17 b. Employees using Supplemental Leave or other paid leave shall continue to receive
18 all insurance benefits provided by the County.

19 c. Employees who have approved workplace injuries or occupational disease claims
20 shall be reimbursed for travel to and from medical appointments at a rate established by the state, in
21 accordance with applicable statute and travel voucher policy, and as approved by the County. Other
22 than the initial treatment on a claim, injured workers must treat with a provider who is part of the
23 Washington State Department of Labor and Industries Provider Network. Employee who are
24 working light duty may use Supplement Leave, if available, for medical appointments related to their
25 work related injury or illness.

26 d. Should the County require an Independent Medical Exam (IME), the employee
27 shall be compensated at the appropriate overtime rate inclusive of travel time and mileage
28 reimbursement per County ordinance.

Section 6. Workers' Compensation Process Committee. Upon Council ratification of this Agreement, the parties agree to designate two labor and two management individuals responsible for meeting and recommending communication/process improvement ideas related to the administration of paramedic workers' compensation claims. The committee shall specifically recommend a communication obligation by the County to employees regarding when an "OJI" pay code is changed by the County to another leave code (in PeopleSoft and/or Telestaff). The initial set of recommendations shall be provided to the KCM1 Chief and Safety and Claims no later than 12 weeks after this Agreement is ratified.

ARTICLE 9. DONATED LEAVE

Section 1. No Solicitation. All donations of vacation and sick leave made under this Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation or benefits in exchange for donation of vacation or sick leave hours.

Section 2. Vacation leave hours. An employee eligible for leave benefits may donate a portion of his or her accrued vacation hours to another employee eligible for leave benefits. The number of hours donated cannot exceed the donor's accrued vacation balance as of the date of the request. No donation of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum annual vacation accrual. The division director may review and approve/deny individual employee donations from one employee to another that total over 50 hours of accrued vacation leave in a calendar year.

Section 3. Sick leave hours. An employee may donate a portion of his or her accrued sick leave to another leave eligible employee provided the donating employee's sick leave balance will be 100 hours or more following the donation. An employee may not donate more than 25 hours of accrued sick leave in a calendar year.

Section 4. Calculation of Donated Vacation and Sick Leave. All donated vacation and sick leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received.

Section 5. Donation of Vacation or Compensatory Hours to Nonprofit Organizations. The executive may implement a process providing the opportunity for leave eligible employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

Section 6. Donation to an Account or Program to Benefit Children of Deceased Employee. If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under twenty-three (23) years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

Section 7. No Reversion of Donated Leave. Donated vacation and sick leave hours remain with the recipient and do not revert to the donor.

ARTICLE 10: HEALTH BENEFITS

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

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

ARTICLE 11: WAGE RATES

Section 1A. The Union acknowledges an impact on the County due to a previous court ruling on the FLSA 7(k) exemption and agrees to a waiver of three and one-half percent (3.5%) (of parity)

of the regular wages negotiated by comparing I.A.F.F. 2595's wages to comparables agreed upon by both parties. It shall be the intent and purpose of the Union to abide by this waiver in future negotiations barring change in either the court's interpretation of the 7(k) exemption or the hours worked per week by the employee group as a whole.

Section 1B. 2018, General Wage Increase (GWI). Effective January 1, 2018 the base hourly wage rates in effect on December 31, 2017, shall be increased by 3.03%. Payment of this increase shall be implemented in a lump sum payment made as soon as practical after the parties' full ratification of this Agreement by multiplying 3.03% times all wages earned in retro-eligible pay codes (e.g., not to include one-time or flat payments such as clothing allowance) from January 1, 2018, through December 31, 2018, inclusive of those dates.

Section 1C. 2019, GWI. Effective January 1, 2019, the base hourly wage rates in effect on December 31, 2018, shall be increased by 3.9%. If the timing of implementation of this increase requires any retroactive application, payment of this increase shall be implemented in a lump sum payment in accordance with the method outlined for 2018 in Section 1B of this article for all retro-eligible earnings.

Section 1D. 2020, GWI. Effective January 1, 2020, the base hourly wage rates in effect on December 31, 2019, shall be adjusted in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for Seattle-Tacoma-Bellevue (the percentage increase from June 2018 to June 2019), with no floor and no ceiling, which produces a wage increase. If the timing of implementation of this increase requires any retroactive application, payment of this increase shall be implemented in a lump sum payment in accordance with the method outlined for 2018 in Section 1B of this article for all retro-eligible earnings.

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

Section 1F. The hourly wage rate of Paramedics assigned as Field Training Officers (FTO's) shall be the applicable hourly wage rate of Paramedics plus five (5) percent for those hours on regular duty when they are directly supervising and training new hires on probation. This additional pay is

1 considered temporary and does not represent a promotion. FTO pay shall also apply when an FTO is
2 assigned to the direct supervision of an employee involved in the process of reentry or remedial
3 training.

4 **Section 1G.** Paramedics assigned and working as Paramedic Shift Trainers shall receive a
5 premium of fifty dollars per bi-weekly pay period.

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

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

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

17 **Section 5.** Twenty-four (24) hour shift Paramedics who are taken off their normal shift and
18 assigned to work a forty (40) hour day shift for one (1) workweek (five consecutive days) or more,
19 pursuant to *Article 14, Section 5* of this agreement, shall be paid consistent with their forty (40) hour
20 assignment, including the three and one-half percent (3.5%) premium referred to in Article 11
21 Section 2 above.

22 **Section 6.** Each paramedic will receive an annual clothing allowance of \$600.00, before
23 appropriate individual payroll taxes, for the purchase of authorized uniform clothing. The County
24 will provide employees with a Class A Uniform at no cost to the employee and provide
25 reimbursement for items required due to a promotion at no cost to the paramedic, including
26 modifications to the Class A Uniform. Upon hire, Paramedic Interns will be provided with all
27 necessary uniforms to attend paramedic training at no cost to the employee. The County will
28 purchase the first KCM1 duty badge for employees. Paramedics can receive reimbursement for

personal protective eyewear to a limit of \$100 each calendar year. To be eligible for reimbursement for eyewear, purchases must be substantiated by receipts. Maintenance of such uniforms is the responsibility of the employee. Paramedics will be provided with personal protective equipment (PPE), pursuant to King County Medic One Uniform Policy.

Section 7. Personal property damaged in the line of duty will be repaired or replaced at County expense to a maximum cost of \$250.00 per incident, except as provided above.

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

ARTICLE 12: PARAMEDIC INTERN

Section 1. Classification. Paramedic Intern is Classification Code 3304200.

Section 2. Pay Range. Effective January 1, 2018, Paramedic Intern Hourly Pay Rate shall be \$19.8987 per hour worked and shall be reflected in the Paramedic Intern Wage Addendum, Addendum B. The Paramedic Intern classification shall be subject to the same general wage increases as provided for under *Article 11, Sections 1B, 1C, and 1D* of this Agreement.

Section 3. Union Recognition, Membership and Bargaining Unit Seniority. The County recognizes the Union as the exclusive bargaining representative of Paramedic Interns and will consequently be covered under the applicable terms of the Agreement and where Agreement is silent, the Paramedic Interns will be covered by the County Personnel Guidelines. Paramedic Interns will begin to accrue bargaining unit seniority upon hire.

Section 4. Hours of Work. The working hours and workweek of Paramedic Interns shall be determined by the County.

Section 5. Employment Status. It is understood by the parties that Paramedic Interns that fail to complete their training (probation period) will be terminated from employment without recourse under the grievance procedure of the Agreement. Furthermore, Paramedic Interns are at-will and will not benefit by a progressive discipline or just cause standard.

Section 6. Paid Leaves, Insured Benefits and Pension. Paramedic Interns will be eligible for paid leaves, insured benefits as provided a 40-hour Paramedic pursuant to applicable provisions of

the Agreement, and state provided pension benefits. Paramedic Interns will not however be permitted to take paid leave except as approved by the County in emergent situations, or as required by state law.

ARTICLE 13: OVERTIME

Section 1. All overtime shall be authorized by the Department Director or his/her designee.

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

Section 3. Shift Paramedic Supervisors may be assigned to cover non-supervisory Paramedic vacancies during their regular hours of work at straight time. Forty (40)-hour (non-shift) Paramedic Supervisors may be assigned to cover Shift Paramedic Supervisor vacancies during the forty (40) hour week at the appropriate hourly rate. It is intended that this use of forty hour Paramedic Supervisors will be of a temporary nature, normally not to exceed four (4) hours. Also see *Article 14 Section 10. Overtime Rates* and the wage addendums.

Section 4. General Callout. For the purpose of administering this section, "callout" is defined as situations where a paramedic is called into work and has actually made an effort at coming to work. A minimum of three (3) hours at the overtime rate shall be allowed for each callout. If overtime exceeds three (3) hours, the actual hours worked shall be paid at the overtime rate. "Part-Time ALS services" shall not be subject to the callout minimum.

a. Vashon Island Callout. Off duty medics on the Active 911 roster on Vashon Island may be activated by management to ensure ALS coverage on Vashon. Medics that respond must continue to provide coverage until relieved by the on duty crew. A minimum of three (3) hours at the overtime rate shall be provided to medics that respond.

Section 5. Part-Time ALS Services. These are defined as a paramedic providing pre-approved ALS services in an otherwise off-duty situation. Part-Time ALS services shall be compensated at one and one-half (1.5) times the regular hourly rate, for the actual time after dispatch for ALS care or from the start of patient contact, whichever comes first, and shall terminate when the employee has concluded their ALS duties related to the incident (e.g., patient care, patient charting,

1 restock). Part-time ALS service work shall not receive the three (3) hour callback minimum.

2 **Section 6.** Callout pay may apply to cancellation of Continuing Medical Education
3 (CME/CE) as follows:

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

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

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

10 **Section 7.** Emergency work at other than the normal scheduled working hours, or special
11 scheduled work hours shall be credited as overtime. In the event this overtime work is accomplished
12 prior to the normal working hours and the employee subsequently works his/her regular shift, his/her
13 regular shift shall be compensated at regular time.

14 **Section 8.** Off duty court time required as a result of an employee's work assignment shall be
15 compensated at a minimum of two (2) hours; said time to be computed from the time the employee
16 leaves his/her home for court, including any time spent securing evidence or other material necessary
17 for the court appearance, to the time he/she returns to his/her home, such time to be computed using
18 the most direct route available.

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

23 **Section 10.** There shall be no practice of compensatory time earned except by mutual
24 agreement between the employee and the County. Compensatory time shall be earned at the rate of
25 one and one-half (1.5) times the regular rate.

26 **Section 11.** Hold-over time worked as an extension of a regular working shift shall be paid at
27 time and one-half (1.5) the regular hourly rate to the next even one-half hour time period. County-
28 authorized training overtime shall be paid for the actual time worked (to the next one-tenth of an

1 hour).

2 ***Section 12. Extra Duty Coverage for Paramedics and Paramedic Supervisors (MSOs).***

3 Extra duty coverage opportunities may arise due to schedule vacancies created by sick
4 outages, uncovered furlough request, and special event standby and shall be filled pursuant to this
5 Section and the Medic One callback policy ("Callback Policy"). Extra duty coverage does not
6 include Medic X assignments.

7 The procedure used for contacting employees shall be stated in the Callback Policy. All
8 employees are eligible to accept extra duty work assignments for which they are qualified, provided
9 the extra duty work assignments do not conflict with regularly scheduled hours of work, unless
10 approved by the Chief or designee. All employees may accept extra duty assignments at the overtime
11 rate while on approved furlough with the commensurate adjustment made to the vacation balance.
12 Those employees who might not have otherwise have been eligible for Special Request Furlough
13 pursuant to *Article 4* of this agreement shall be eligible to utilize these adjusted furlough hours at a
14 future date as a Special Request Furlough (SRF). All paramedics and paramedic supervisors are
15 qualified to fill paramedic positions. All shift MSOs and acting shift MSOs are qualified to fill shift
16 supervisor positions, provided that an on duty actor or shift MSOs will be bumped up first and the
17 paramedic position filled. The shift actor shall have first priority when the shift supervisor is absent.
18 Any shift supervisor or actor on duty shall then be bumped up to fill the vacant shift supervisor
19 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. Employees not registered off the list shall be offered the work based upon their cumulative
23 hours of overtime worked to date for the calendar year. The responding employee with the least
24 number of cumulative extra-duty hours worked to date will be assigned the work.

25 In the event that coverage cannot be solicited from employees on the list, all employees will
26 receive "#1 All Call" to offer the work. The qualified employee who responds to the "#1 All Call"
27 with the lowest cumulative extra duty hours worked will be assigned the work. For the purposes of
28 establishing priority of callback, employees hired mid-year will be given a prorated number of

1 cumulative overtime hours based upon the highest number of extra duty hours worked to date by any
2 employee.

3 When “#1 All Call” page is made to employees pursuant to this Section, and such page fails
4 to secure a volunteer for the work in question, a “#2 All Call” page will be sent. If “#2 All Call” page
5 also fails to secure a volunteer, a “Mandatory Warning” page will be sent. A “Mandatory Warning”
6 is a page that states this is the last opportunity to volunteer for overtime before a mandatory
7 assignment will be made. If no volunteer is secured through the “Mandatory Warning” page, a
8 mandatory assignment will be made. After the “Mandatory Warning” page is sent, an individual may
9 work with the Shift MSO to adjust their hours to allow them to take an opening. MSOs wishing to
10 flex their hours in this situation must have the approval of the Chief or designee.

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

14 The parties agree that the three (3) hour minimum set forth in *Article 13, Section 4* does not
15 apply to shift extensions or to the mandatory overtime assignments. Such assignments are not
16 considered “call outs” under this Article.

17 **a. Vashon Island Extra Duty Coverage.** Paramedics on duty at a medic unit on the
18 “mainland” (i.e., all medic units not on Vashon Island) are eligible for overtime vacancies on the
19 mainland following his/her current shift, but due to long commute times to Vashon Island are
20 ineligible to request to fill vacant shifts on Vashon Island until after the “#1 All Call” page.
21 Conversely, paramedics on duty at the Vashon Island medic unit are eligible to cover shift vacancies
22 for overtime on Vashon Island following his/her current shift, but are ineligible to fill vacant shift
23 opportunities for overtime at mainland medic units until after the “#1 All Call” page.

24 **Section 13. Special Events on Holidays.** Pursuant to the parties’ February 14, 2008 Letter of
25 Understanding, bargaining unit members providing Advanced Life Support Services to agencies
26 which have contracted with King County Medic One will receive a minimum of 7 hours of
27 compensation at the overtime rate and twice the normal base rate of pay for all compensated hours of
28 work performed on County holidays (as listed in King County Code 3.12.230).

ARTICLE 14: HOURS OF WORK

Section 1. The regularly scheduled working hours of paramedics and shift paramedic supervisors affected by this Agreement shall be 2,448 hours on an annualized basis (equivalent to an average of forty-seven and eight hundredths (47.08) hours per week and 94.16 hours per biweekly pay period.

Section 2. Employees who work hours previously approved as vacation, furlough or sick leave will have those hours converted to the appropriate type and rate of pay, and will not be applied to the applicable leave balance.

Section 3.

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

b. The work schedule for Paramedics and Paramedic Shift Supervisors shall be as follows: one (1) twenty-four (24) hour shift on, one (1) twenty-four (24) hour shift off, one (1) twenty-four (24) hour shift on, followed by five (5) consecutive twenty-four (24) hour periods off. The above cycle is repeated ad infinitum, provided that implementation of the above schedule within a calendar year period may result in the scheduling of either more or less than ten (10) additional shifts in order to arrive at the total of 102 shifts within the calendar year period. These shifts shall be known as Medic X shifts. Shift employees added during the calendar year shall have their Medic X shift assignment prorated. Prorated Medic X hours shall be assigned as Medic X shifts in accordance with the provisions of this contract. These regular and extra shifts shall not be scheduled in such a manner as to cause the employee to work more than three (3) shifts (72 hours) in any eight-day (192 hour) period, additionally providing that no more than four (4) Medic X shifts be scheduled in any sixty (60) consecutive day period; and, providing further that no more than two (2) Medic X shifts be scheduled in any consecutive thirty (30) day period during the calendar year unless there is mutual agreement by both parties. To the extent an employee's approved furlough interferes with the scheduling of that employee's Medic X shifts, the County may request that employee to work Medic X shifts at more frequent intervals. Medic X shifts shall not be assigned on the following days for the

purpose of filling furlough requests without the written agreement of the employee assigned: Easter, July 4, Thanksgiving Day, Christmas Eve, and Christmas Day. The employees agree to hold management free of liability for failure to assign a Medic X shift to cover a furlough request for any of the above days.

c. Throughout the year the County may offer Paramedics and Shift Paramedic Supervisors assigned third-person shifts the option of transferring to an open shift as these become available. Partial increments of twenty-four (24) hour shifts may be utilized by mutual agreement of both parties.

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

Section 4. Standard Workweek. The FLSA workweek for both shift employees and 40 hour employees shall be as determined by King County.

a. The standard hours of work for a Paramedic Supervisor or a Paramedic assigned to a forty (40) hour workweek shall consist of five (5) consecutive standard workdays not to exceed eight (8) hours each workday and not to exceed forty (40) hours per week, Monday through Friday inclusive. Paramedic Supervisors or Paramedics who are subject to call out during their meal period shall work an eight (8) hour day inclusive of the meal period. No overtime will be paid for the meal period. Paramedic Supervisors and Paramedics not subject to call out during their meal period shall work an eight (8) hour day exclusive of a one (1) hour meal period.

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

Section 5. Modification of the above work schedule shall be allowed, including a light duty

1 assignment when required by program needs, or upon request by any employee in the bargaining unit
2 wishing to work a modified work schedule, provided there is prior written agreement between the
3 County and the Employee and with the concurrence of the Union. Applicable benefits and
4 contractual obligations shall be prorated. Paramedics assigned to work a 40 hour shift on a temporary
5 basis shall be paid consistent with *Article 11, Section 5* of this agreement.

6 In the event of an emergency situation (one which cannot reasonably be anticipated through
7 the use of planning) resulting in an open shift, or portion of a shift, in the staffing of Paramedic units
8 or Shift Paramedic Supervisor positions, the procedures from *Article 13, Section 12* shall be utilized
9 in the order listed in that section. Being "Registered" shall mean having completed an off-shift
10 registration form or automated scheduling program in use making oneself available to work a shift or
11 portion of a shift. Call up policy shall dictate the precise procedures for filling a shift or portion of a
12 shift.

13 **Section 6.** Shift changes or any portion of a shift change in scheduled shifts may be
14 exchanged on an equal basis between the Paramedics involved (or between the Paramedic
15 Supervisors and the Acting Shift Paramedic Supervisors involved), subject to approval of the County
16 and with no premium payment allowed. Pay back dates shall be in the same year as the requested
17 trade with the exception of trades made after the publication of the actual annual schedule.

18 **Section 7.** The County agrees to an Early Relief program for all employees covered by this
19 Agreement. Early relief is to be provided by means of trade on a position-for-position basis with a
20 notification to the MSO.

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

26 **Section 9.** Employees shall not be required to perform duties not related to Primary Response
27 requirements and readiness between the hours of 1800 hours and shift change. The Operations
28 Paramedic Supervisor's primary duties including scheduling may extend until 2100 hours.

Section 10. Overtime Rates. Hourly overtime (OT) rates for overtime hours worked by overtime-eligible employees shall be set as required by law. Premiums shall be included in the hourly OT rate to the extent required by law only. The 3.5% premium for 40 hour MSOs is a “non-shift” premium (or a “shift differential” under the FLSA). When an MSO is not working the 40 hour schedule, s/he is not eligible for such premium.

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

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

ARTICLE 15: CONTINUING EDUCATION

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

Exceptions to this may occur due to prolonged sick leave, on the job injuries, uniformed service activation or other circumstances beyond the employee’s control that preclude the employee from completing the required training in a timely manner. These exceptions will be granted on a case-by-case basis at the discretion of the Medical Services Administrator (MSA) or his or her

1 designee and the King County Medic One Medical Program Director (MPD).

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

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

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

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

21 ***Section 1. Pre-approved CME.***

22 **a. Tuesday Series:**

23 King County Paramedic Training offers regular training on the first Tuesday of the month for
24 10 (ten) months of every year. This training is considered pre-approved and shall be compensated at
25 1-1/2 (one and one half) times the regular rate of pay for employee's who attend these courses on off-
26 duty status. Tuesday series is not approved for overnight accommodation under any circumstances.

27 **b. Training that does not require overnight accommodation:**

28 Training that qualifies for the purposes of CME in King County and does not require

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

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

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

Section 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.

Section 3. Education Incentive.

Additional courses not addressed above shall be reimbursed (not paid in advance) by the Emergency Medical Services (EMS) Division for up to a maximum of \$1,500.00 (one thousand five hundred dollars) annually per employee subject to the availability of EMS funds. To qualify, the employee must submit the request for course(s) in advance to be pre-approved by management. The course(s) must be relevant to the position to include General University Required (GURs) courses leading to a degree in a related field. Reimbursement will occur once the employee provides proof of

successful completion of the course(s).

Section 4. Continuing Education.

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

ARTICLE 16: MSO PROMOTIONAL PROCESS AND SELECTION

Section 1. Introduction. Every three (3) years the County shall provide a testing process (“MSO Test”) that objectively and comprehensively assesses skills necessary for promotion to Paramedic Supervisor. Paramedic Supervisor positions shall be classified as either Medical Services Officer Shift Supervisor (Shift MSO), Medical Services Officer Division Supervisor (DS MSO), or Medical Services Officer Operations/Administrative Supervisor (Ops/Admin MSO). The radio identifiers for the MSO positions shall be as follows: The Shift MSO position shall be MSO 1, the DS MSO positions shall be MSO 3, 4, and 10, and the Ops/Admin MSO position shall be MSO 2.

In order to be eligible to participate in the MSO Test, individuals shall be a current King County Medic One Paramedic or Current King County Medic One Paramedic Supervisor and have a minimum of five (5) years service as a King County Medic One Paramedic or Paramedic Supervisor.

Section 2. MSO Test. The MSO Test shall consist of an independent examination process to determine the characteristics that are required to qualify for promotion to any Paramedic Supervisor position. Examinations shall be conducted objectively and comprehensively. The County shall provide notice to all Paramedics and Paramedic Supervisors not less than sixty (60) calendar days prior to the MSO Test and not less than ninety (90) days prior to the expiration of the current list via the standard electronic communication method that is available and commonly used by all employees on a day-to-day basis.

Paramedics and Paramedic Supervisors that intend to participate in the MSO Test (“MSO Test Participants”) shall communicate their intent to participate and their intent to be ranked on the Administrative MSO list (i.e. Ops/Admin MSO and DS MSO) or Shift MSO list (i.e., Shift MSO) or both not less than seven (7) calendar days prior to the MSO Test. MSO Test Participants shall not

1 have the opportunity to add themselves to a list after the aforementioned seven (7) day notification
2 deadline.

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

8 Text and reference materials that are appropriate and which may be used for study purposes
9 shall be maintained by the County and shall be made available to each individual who wishes to
10 prepare for the examination no less than sixty (60) calendar days prior to the MSO Test.

11 EMS will provide an optional practice session on at least two different dates for the proposed
12 MSO Test as part of the contractor deliverables. In addition, EMS should announce the various
13 testing stations (e.g., Leadership, Tactical, Conflict Resolution) and announce their general make-up
14 to all potential participants (e.g., practical and written or memorization and presentation) prior to
15 upcoming MSO tests.

16 County designees and Union representatives will be responsible for compiling an MSO Test
17 Lessons Learned Manual containing all available prior MSO Test grievances/complaints related to
18 the MSO Test and responses/resolutions for the benefit of all parties. The Manual will be required
19 review for any/all members of the MSO Test Design Team, which shall be determined by the
20 Representatives identified in Section 3. The Manual will include the most current language of the
21 CBA that deals with the exam process for reference and relevant Memorandums of Agreement. The
22 purpose of the Manual is to equip future Test Design Team members with sufficient information to
23 avoid repeating past test errors and inform the team about previous lesson learned.

24 Additionally, the Test Design Team should create a checklist for the testing contractor to
25 follow that outlines each step of the MSO Test process. The intention of this list is to minimize the
26 risk of mistakes by the testing contractor.

27 **Section 3. Test Development and Administration.** Examinations shall be developed by an
28 independent testing service and administrated by the County. The County and the Union shall each

1 designate at least two (2) representatives and no more than six (6) representatives ("Representatives")
 2 for the Union or the County, to attend the administration of any examination to record and report any
 3 inconsistencies during the testing. The Union and the County shall have an equal number of
 4 Representatives. These Representatives shall be informed by the independent testing service,
 5 concurrently and in the same forum, prior to the MSO Test date as to the format of testing and the
 6 expected rules of conduct for the participants. The Representatives shall work in good faith to
 7 approve the format and rules of conduct and, once approved in writing by all Representatives, the
 8 County shall notify the MSO Test participants in writing with this information no less than sixty (60)
 9 calendar days prior to the MSO Test. Any Representatives or individuals involved in approving
 10 content or direction that in any way influences the MSO Test shall not be MSO Test Participants.

11 **Section 4. Test Examination.** For the examination, the independent examining agent shall
 12 ensure that the MSO Test is impartially administered. In preparation for the creation of the MSO
 13 Test, the Representatives shall meet with the examiner. The County shall provide current job
 14 descriptions for the supervisor positions to the examining agent. The Representatives shall offer
 15 comments and suggestions, or voice objections as to how the MSO Test is to be conducted and work
 16 collaboratively to ensure the job announcement development, test design, test validation and test
 17 administration follows this CBA. No announcements or testing materials shall be released until
 18 reviewed for accuracy by the Representatives. No other Individuals except for Representatives and
 19 independent testing service agents, including those outside the bargaining unit, will have prior access
 20 to, or prior notice of, specific examination procedures, questions or the identity of any oral examiners
 21 selected for the MSO Test.

22 The Representatives shall attempt to select examiners from outside of King County and/or the
 23 KCM1 Services Area. The Representatives shall have the right to exclude/deny participation of any
 24 evaluator(s), which are not acceptable to the Representatives. The MSO Test will contain a scored
 25 peer evaluation which will be developed by the MSO Test Design Team.

26 The County and the Union will continue to work together to develop a SIMM Lab or Tactical
 27 Exercise Simulator providing for practical training and repeating practice for candidates for the MSO
 28 position. This lab will be conceptually similar to the SIMM Lab used for Battalion Chiefs for large

1 scale incidents, but would be specific for the Medical MSO promotional test. The lab would involve
2 a series progression of three different levels of complexity, growing from simple to complex set of
3 issues. The goal would be to allow a learning lab for candidates to practice interaction and manage
4 complex scenarios (e.g., Duck/Bus Crash in September 2015) or mass shootings to better prepare for
5 the assessment center process.

6 **Section 5. Test Scoring.** After all candidates have completed the MSO Test and the result of
7 the exam is known by the test contractor, the score results should be provided by the contractor to
8 each candidate for their review. The test results should be transmitted electronically and/or by mail
9 to each candidate. The test scores should not be ranked at this time because scores and ranking may
10 be changed due to candidate test challenges. Each candidate shall have (14) calendar days after the
11 test results are sent to dispute any specific test score received per Section 6 of this Article. After any
12 and all test challenges have been decided by the test contractor, the contractor will transmit candidate
13 scores to EMS in ranked order.

14 Upon completion of the MSO Test, participants shall be ranked on either the Admin MSO or
15 the Shift MSO list or both based on their score. The promotional lists shall be independent of each
16 other.

17 After all candidates have completed the MSO test process and the result of the exam is known
18 by the test contractor, the score results should be provided by the contractor to each candidate for
19 their review. The test results should be transmitted electronically and/or by mail to each candidate.
20 The test scores should not be ranked at this time because scores and ranking may be changed due to
21 candidate test challenges. Candidates shall be permitted to review their examination scores after the
22 testing process has concluded. Upon request, a confidential written explanation shall be provided to
23 each candidate identifying a candidate's strengths and weaknesses. In the event of ties between two
24 or more candidates seniority shall be used to determine ranking on the promotional lists. After any
25 and all test challenges have been decided by the test contractor per Section 5 and Section 6 of this
26 Article, the contractor will transmit candidate scores to EMS in ranked order. After the score review
27 period, the EMS Chief will personally call each candidate to inform them of their score and position
28 on the rank ordered list. All candidates will be notified in a respectful and expedient manner. If

1 during the notification process the phone contact is unsuccessful, the Chief will contact the candidate
2 via email and cc the Union President or designee.

3 **Section 6. Dispute Resolution.** Promotional Test candidates shall have (14) calendar days
4 after the test results are sent electronically to dispute any specific test score received. The candidate
5 must submit test challenges in writing to the test contractor and explicitly identify what questions
6 they are challenging. The candidate should also provide a copy to EMS Management (Chief and HR)
7 of the questions/components challenged. The contractor will be responsible for rendering a decision
8 about the challenge. The contractor shall provide an email decision about the challenge to the
9 candidate, the Union President, and EMS Management.

10 When the testing contractor provides an email decision in response to a test challenge, the
11 candidate and Union shall have (14) calendar days per the standard Article 17 Grievance Procedure to
12 jointly challenge the test contractor response if a perceived contract violation has occurred. All MSO
13 Test process grievances shall start at Step 2 of the grievance procedure.

14 **Section 7. Shift MSO Selection.** Permanent promotions to the Shift MSO position shall be
15 filled by the County in no more than thirty (30) calendar days from the time the position is
16 permanently vacant. The individual promoted shall be selected from the current Shift MSO list. The
17 County shall have the ability to utilize the "Rule of Fours" to select the individual for promotion. If
18 an individual does not accept the promotion, that individual shall remain on the current Shift MSO
19 list for consideration for later promotion and the County shall promote an individual in the original
20 group of four (4). If all of the top four (4) individuals on the current Shift MSO list decline the
21 promotion, the County shall offer the promotion to the next ranked individuals on the list in order of
22 ranking. In the event that the list is exhausted, the County and Union shall work in good faith to
23 select an interim appointment until the next promotional test is completed and a new list is
24 established. This interim appointment shall not become a permanent promotion.

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

Section 8. DS MSO and Ops/Admin MSO Selection. Permanent promotions to the DS MSO and Ops/Admin MSO (i.e., MSO2, MSO3, MSO4, and MSO10) shall be filled by the County in no more than thirty (30) calendar days from the time the position is vacant. At the time the vacancy is announced, the EMS Chief (or their designee) will personally contact each candidate on the Admin MSO list to provide notification of the vacancy in the position. Once all the candidates have been contacted and have acknowledged the notification, a group electronic notification will be made to all candidates on the Admin MSO list. Any candidate from the list can respond within seven (7) calendar days (from the date of the group electronic notification) if they are interested in being considered for the position. From the list of candidates who responded within the seven day timeframe, the top four ranked candidates from the Admin MSO list that indicate they are interested in the promotion shall be considered. The Test Design Team and the County shall work together to develop an evaluation process focused on the knowledge, skills, and abilities required for the vacant position. Once the evaluation process is created, each of the four candidates shall be asked to participate in this evaluation process. At the conclusion of the Admin MSO selection process, the EMS Chief at his/her discretion shall use the "Rule of Fours" to select any of the candidates under consideration for promotion.

In the event that all of the top four (4) individuals on the current Admin MSO list decline the promotion, the County shall offer the promotion to the next ranked individual on the list in order of ranking until the list is exhausted. In the event the list is exhausted, the County and Union shall work in good faith to select an interim appointment until the next promotional test is completed and a new list is established. This interim appointment shall not become a permanent promotion.

Section 9. Acting MSOs. Acting Shift MSO assignments shall be offered to the top four (4) ranked individuals from the Shift MSO list that are not currently Administrative Paramedic Supervisors. Individuals that do not accept the assignment of Acting Shift MSO shall be removed from the promotional list and the County shall offer the Acting Shift MSO assignment to the next ranked individual on the Shift MSO list that are not currently Administrative Paramedic Supervisors. The "Rule of Fours" does not apply to the Acting Shift MSO position.

Each Acting Shift MSO shall be given a minimal opportunity of forty eight (48) hours per

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

8 In the event of a permanently vacant Acting Shift MSO assignment the next ranked individual
9 on the current Shift MSO list shall be offered the Acting Shift MSO assignment. If that individual
10 declines to take the Acting Shift MSO position, they shall be removed from the current Shift MSO
11 list.

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

21 **ARTICLE 17: GRIEVANCE PROCEDURE**

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

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

Section 1. Definition.

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

Section 2. Procedure.

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

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

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

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

The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

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

Time restrictions may be extended by consent of both parties.

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

ARTICLE 18: USE OF COUNTY BULLETIN BOARDS AND ELECTRONICS

Section 1. Bulletin Boards. The County agrees to provide bulletin boards in areas accessible to members for the use of Union officers and representatives to post announcement of meetings, election of officers, and any other Union materials.

Section 2. Electronic Devices. The County will permit Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to King County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations, or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be

subject to disclosure under the Public Records Act.

ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY

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

Alleged violations of this article may be pursued through Step 3 of *Article 17, Section 2* (Grievance Procedure), but shall not be subject to Step 4 (Arbitration).

ARTICLE 20: WORK STOPPAGE AND COUNTY PROTECTION

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

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

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

1. Discharge.

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

ARTICLE 21: REDUCTION-IN-FORCE

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

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

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

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

ARTICLE 22: CONFERENCE BOARD

There shall be a Conference Board consisting of Union Executive Board and representatives of the County. Any of the members may be replaced by an alternate from time to time. The Conference Board shall meet quarterly or more frequently as determined by the Conference Board and shall consider and discuss matters of mutual concern pertaining to the improvement of the delivery of Paramedic services and the welfare of the employees. The purpose of the Conference Board is to deal with matters of general concern as opposed to individual complaints of employees; provided, however, it is understood that the Conference Board shall function in a consultative

capacity and shall not be considered as a decision making body. Accordingly, the Conference Board will not discuss grievances properly the subject of the procedure outlined in Article 17, except to the extent that such discussion may be useful in suggesting improved County policies. Either the Union representatives or the County representatives may initiate discussion of any subject of a general nature affecting the operations of the County or its employees. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least seven (7) days in advance of each meeting and minutes shall be kept.

ARTICLE 23: EMPLOYEE BILL OF RIGHTS

Section 1.

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

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

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

Section 2. Just Cause Standard. No regular employee shall be disciplined except for just cause. Subject to the just cause standard, the application of progressive discipline shall be administered in accordance with King County Medic One policy, King County Personnel Guidelines and all applicable State and Federal statutes. The parties agree to align King County Medic One Standard Operating Procedures with King County Personnel Guidelines, however, notwithstanding any of the foregoing provisions, the County and the Union agree that any changes to these policies or

procedures shall be accomplished by mutual agreement or as otherwise provided by chapter 41.56 RCW. Statement of Intent: It is the parties' intent to administer discipline for employees covered by this collective bargaining agreement in accordance with the just cause standard, including adherence to concepts of progressive discipline, proper notice, proper investigation, sufficient evidence, past practice, employment history, reasonable rule, etc., and therefore any provisions in the S.O.P.s delineating specific infractions and levels of discipline is hereby rescinded.

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

ARTICLE 24: MEDICAL DIRECTOR'S PROBATION

Section 1. Introduction. The purpose of the Program Medical Director's Probation (PMD Probation) is to address and improve continuing medical care deficiencies identified by the Program Medical Director.

Section 2. PMD Probation Terms. The paramedic may be put on a "PMD Probation" not to exceed 12 months in duration as described herein. It is understood that the County may take any other necessary corrective action consistent with the terms of the parties' collective bargaining agreement ("CBA").

During this period of PMD Probation, the paramedic will be given an outline of the area or areas needing remedial attention and will be assigned to be evaluated by specific paramedics at the direction of the PMD and in coordination with the Shift MSO. The paramedic will also meet regularly with the PMD as to his/her progress. The paramedic on PMD Probation will be eligible to work overtime shifts only when a partner is available who is willing to evaluate the paramedic. The PMD and shift MSO should be notified in these situations so they may interact with the paramedic's partner in producing an evaluation by the paramedic partner or the MSO at the discretion of the PMD and MSO.

The parties' intent is the PMD and Shift MSO would select medics to work with the paramedic who were willing to evaluate and share their knowledge and abilities with the intent of positive retraining for that paramedic. As anyone may be an evaluator, it would be a requirement that a familiarization with the evaluation form and process be done by the MSO for those needing it prior

to their evaluating a paramedic on PMD Probation, and that they receive the pay increase recognized in the CBA for Field Training Officers during the month(s) they are assigned.

Section 3. PMD Completion. Successful completion of PMD Probation must include:

a. The paramedic has acknowledged the deficiencies or behaviors which need to be remediated.

b. The paramedic's MSO and the Medical Director determine the deficiencies have been adequately remediated at the end of the PMD Probation.

c. A commitment from the paramedic not to repeat the remediated deficiencies.

ARTICLE 25: HELICOPTER OPERATIONS

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

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

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

Section 2. Staffing.

a. Staffing of the unit will be defined by agreement between KCM1 and KCSO, with a minimum of eight (8) KCM1 RS Flight Medics. KCM1 RS Flight Medics will be subject to call

1 out as outlined under MSO Responsibility in the King County Medic One Special Operations Unit
2 SOP; Helicopter Search and Rescue.

3 **b.** The recurrent training is due twice per year. Physical fitness may also be included
4 as a requirement to be an RS Flight Medic in the future. The program will be made available to all
5 KCM1 Paramedics whenever there is a need for additional or replacement RS Flight Medics.

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

8 ***Section 3. Training.***

9 **a. Initial training.** a four (4) hour helicopter awareness class is mandated.

10 **b. Re-current training.** Provided in KCSO Air Support Unit Paramedic Training
11 Manual.

12 **c. Updates.** Training requirements will be reviewed on a regular basis and adjusted
13 as needed.

14 ***Section 4. Equipment.***

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

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

20 **c.** Patient Care:

21 **d.** Medical Control is established in the KCM1 Plan W Air and Wilderness
22 Operations.

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

25 ***Section 5. Wages.***

26 **a.** There will be a 5% wage increase for RSFM's such as outlined in *Article 11*,
27 *Section (1F)* for Field Training Officers. This increase will only be when KCM1 RS Flight Medics
28 are performing Helicopter Operations training or flying a mission. This additional pay is also

considered temporary and does not represent a promotion.

Section 6. Discipline.

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

ARTICLE 26: MISCELLANEOUS

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

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

Section 3. Service Transition. In the event that King County decides to transfer paramedic services to the fire service, the parties agree to bargain the effects of such transfer, to the extent required by law, and the County will provide reasonable advanced notice to the Local of such a decision.

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

1 end of the probationary period shall conform to the established County process for probationary
2 dismissals.

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

5 **Section 6. Paramedic Lateral Hires.** When the County hires paramedics that have already
6 obtained their University of Washington Harborview Paramedic Training Program certification
7 (Harborview Certification) prior to hire, they shall be placed at a wage step and furlough accrual rate
8 based on their Harborview Certification date. The maximum initial wage placement and furlough
9 rate shall be step 12 for lateral hires under this Section, regardless of Harborview Certification date.

10 The County and Union agree on a retroactive effective date of this Section to July 1, 2017, for
11 Paramedics Michael Lewis and Courtney Murdoch and any eligible new hires hence forth. The
12 Union agrees to withdraw the grievance filed on behalf of Michael Lewis when he has received
13 retroactive furlough accrual in accordance with the terms of Section 6.

14 **Section 7. Automatic Vehicle Locators/Cameras/Card Readers.** The County will not initiate
15 disciplinary action against any bargaining unit member as a result of information obtained through
16 Auto Vehicle Locator (AVL) data, camera footage, and/or card reader data alone. In addition, the
17 County will not request or use AVL data, camera footage, and/or card reader data without cause for
18 disciplinary investigations or actions.

19 AVL data, camera footage, and/or card reader data may be used in the disciplinary process in
20 order to corroborate information obtained through the disciplinary investigation. AVL data, camera
21 footage, and/or card reader data may be used for computer-aided dispatch, mapping, proximity-based
22 routing, accident investigation, training, service planning, system performance monitoring, and/or
23 criminal investigations. AVL data, camera footage, and/or card reader data will not be randomly
24 used to monitor employee performance without cause.

25 If the County is intending to use AVL data, camera footage, and/or card reader data in an
26 investigation, the employee and the Union shall have the right to view the AVL data, camera footage,
27 and/or card reader data, before an investigatory interview.

28 If the County refuses to show the employee and the Union the AVL data, camera footage,

1 and/or card reader data, upon request before conducting an investigatory interview, the data and/or
2 footage shall not be used by the County as evidence in any manner related to discipline.
3 Furthermore, the AVL data, camera footage, and/or card reader data also shall not be used by the
4 County as evidence under just cause and may not be introduced as evidence by the County during any
5 step of the grievance procedure, including arbitration.

6 The County agrees to comply with requests from the Union for AVL data, camera footage,
7 and/or card reader data, where discipline or the potential to issue discipline exists.

8 **ARTICLE 27: WAIVER CLAUSE**

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

22 **ARTICLE 28: SAVINGS CLAUSE**

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

ARTICLE 29: DURATION

This agreement shall become effective upon ratification by the King County Council and shall be effective from January 1, 2018 through December 31, 2020, consistent with the agreement of the parties. No provisions shall be applied retroactively, except as were expressly provided otherwise.

APPROVED this 20 day of FEBRUARY, 2019.

By: 
King County Executive

SIGNATORY ORGANIZATION:



International Association of Fire Fighters, Local 2595

International Association of Fire Fighters, Local 2595

Paramedics, Emergency Medical Services - Department of Public Health

After Service of:	PARAMEDIC - Job Class Code: 3304100 PeopleSoft Job Code: 330402			MSO - Shift Supervisor Job Class Code: 3307100 Peoplesoft Job Code: 330701 MSO - Division Supervisor Job Class Code: 3304100 Peoplesoft Job Code: 330401 MSO - Division Supervisor Job Class Code: 3304100 Peoplesoft Job Code: 330401			MSO - Operations/Administrative Supervisor Job Class Code: 3308100 Peoplesoft Job Code: 330801		After Service of:
	Shift:	When assigned to 40-hour schedule:		Shift:	When assigned to 40-hour schedule:				
	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>AND 5.0% MSO-2 Operations Premium</u>	<u>3.5% Non-Shift Differential</u>	
Upon Certification	\$33.1779	\$39.0478	\$1.3667	\$39.1084	\$46.0276	\$1.6110	\$48.3290	\$1.6915	Upon Certification
0.5 years	\$35.9252	\$42.2812	\$1.4798	\$42.3468	\$49.8390	\$1.7444	\$52.3309	\$1.8316	0.5 years
1.5 years	\$38.0384	\$44.7683	\$1.5669	\$44.8378	\$52.7706	\$1.8470	\$55.4091	\$1.9393	1.5 years
2.5 years	\$40.1517	\$47.2555	\$1.6539	\$47.3288	\$55.7024	\$1.9496	\$58.4875	\$2.0471	2.5 years
3.5 years	\$42.2649	\$49.7425	\$1.7410	\$49.8198	\$58.6340	\$2.0522	\$61.5657	\$2.1548	3.5 years
4 years	\$43.1102	\$50.7374	\$1.7758	\$50.8161	\$59.8067	\$2.0932	\$62.7970	\$2.1979	4 years
5 years	\$43.1102	\$50.7374	\$1.7758	\$50.8161	\$59.8067	\$2.0932	\$62.7970	\$2.1979	5 years
6 years	\$43.1102	\$50.7374	\$1.7758	\$50.8161	\$59.8067	\$2.0932	\$62.7970	\$2.1979	6 years
7 years	\$43.1102	\$50.7374	\$1.7758	\$50.8161	\$59.8067	\$2.0932	\$62.7970	\$2.1979	7 years
8 years	\$43.1102	\$50.7374	\$1.7758	\$50.8161	\$59.8067	\$2.0932	\$62.7970	\$2.1979	8 years
9 years	\$43.9555	\$51.7322	\$1.8106	\$51.8125	\$60.9794	\$2.1343	\$64.0283	\$2.2410	9 years
10 years	\$43.9555	\$51.7322	\$1.8106	\$51.8125	\$60.9794	\$2.1343	\$64.0283	\$2.2410	10 years
11 years	\$43.9555	\$51.7322	\$1.8106	\$51.8125	\$60.9794	\$2.1343	\$64.0283	\$2.2410	11 years
12 years	\$43.9555	\$51.7322	\$1.8106	\$51.8125	\$60.9794	\$2.1343	\$64.0283	\$2.2410	12 years
13 years	\$43.9555	\$51.7322	\$1.8106	\$51.8125	\$60.9794	\$2.1343	\$64.0283	\$2.2410	13 years
14 years	\$44.8008	\$52.7271	\$1.8454	\$52.8089	\$62.1521	\$2.1753	\$65.2597	\$2.2841	14 years
15 years	\$44.8008	\$52.7271	\$1.8454	\$52.8089	\$62.1521	\$2.1753	\$65.2597	\$2.2841	15 years
16 years	\$44.8008	\$52.7271	\$1.8454	\$52.8089	\$62.1521	\$2.1753	\$65.2597	\$2.2841	16 years

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

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	Shift:	When assigned to 40-hour schedule:		Shift:	When assigned to 40-hour schedule:				
	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>AND 5.0% MSO-2 Operations Premium</u>	<u>3.5% Non-Shift Differential</u>	
17 years	\$44.8008	\$52.7271	\$1.8454	\$52.8089	\$62.1521	\$2.1753	\$65.2597	\$2.2841	17 years
18 years	\$44.8008	\$52.7271	\$1.8454	\$52.8089	\$62.1521	\$2.1753	\$65.2597	\$2.2841	18 years
19 years	\$45.6461	\$53.7219	\$1.8803	\$53.8053	\$63.3247	\$2.2164	\$66.4910	\$2.3272	19 years
20 years	\$45.6461	\$53.7219	\$1.8803	\$53.8053	\$63.3247	\$2.2164	\$66.4910	\$2.3272	20 years
21 years	\$45.6461	\$53.7219	\$1.8803	\$53.8053	\$63.3247	\$2.2164	\$66.4910	\$2.3272	21 years
22 years	\$45.6461	\$53.7219	\$1.8803	\$53.8053	\$63.3247	\$2.2164	\$66.4910	\$2.3272	22 years
23 years	\$45.6461	\$53.7219	\$1.8803	\$53.8053	\$63.3247	\$2.2164	\$66.4910	\$2.3272	23 years
24 years	\$46.4914	\$54.7168	\$1.9151	\$54.8017	\$64.4974	\$2.2574	\$67.7223	\$2.3703	24 years
25 years	\$46.4914	\$54.7168	\$1.9151	\$54.8017	\$64.4974	\$2.2574	\$67.7223	\$2.3703	25 years
26 years	\$46.4914	\$54.7168	\$1.9151	\$54.8017	\$64.4974	\$2.2574	\$67.7223	\$2.3703	26 years
27 years	\$46.4914	\$54.7168	\$1.9151	\$54.8017	\$64.4974	\$2.2574	\$67.7223	\$2.3703	27 years
28 years	\$46.4914	\$54.7168	\$1.9151	\$54.8017	\$64.4974	\$2.2574	\$67.7223	\$2.3703	28 years
29 years	\$47.3367	\$55.7117	\$1.9499	\$55.7981	\$65.6701	\$2.2985	\$68.9536	\$2.4134	29 years
30 years	\$47.3367	\$55.7117	\$1.9499	\$55.7981	\$65.6701	\$2.2985	\$68.9536	\$2.4134	30 years

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

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	Shift:	When assigned to 40-hour schedule:		Shift:	When assigned to 40-hour schedule:				
	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>AND 5.0% MSO-2 Operations Premium</u>	<u>3.5% Non-Shift Differential</u>	
Upon Certification	\$34.1832	\$40.2310	\$1.4081	\$40.2934	\$47.4223	\$1.6598	\$49.7934	\$1.7428	Upon Certification
0.5 years	\$37.0137	\$43.5623	\$1.5247	\$43.6299	\$51.3490	\$1.7972	\$53.9165	\$1.8871	0.5 years
1.5 years	\$39.1910	\$46.1248	\$1.6144	\$46.1964	\$54.3696	\$1.9029	\$57.0881	\$1.9981	1.5 years
2.5 years	\$41.3682	\$48.6872	\$1.7041	\$48.7628	\$57.3900	\$2.0087	\$60.2595	\$2.1091	2.5 years
3.5 years	\$43.5455	\$51.2497	\$1.7937	\$51.3293	\$60.4106	\$2.1144	\$63.4311	\$2.2201	3.5 years
4 years	\$44.4164	\$52.2747	\$1.8296	\$52.3558	\$61.6188	\$2.1567	\$64.6997	\$2.2645	4 years
5 years	\$44.4164	\$52.2747	\$1.8296	\$52.3558	\$61.6188	\$2.1567	\$64.6997	\$2.2645	5 years
6 years	\$44.4164	\$52.2747	\$1.8296	\$52.3558	\$61.6188	\$2.1567	\$64.6997	\$2.2645	6 years
7 years	\$44.4164	\$52.2747	\$1.8296	\$52.3558	\$61.6188	\$2.1567	\$64.6997	\$2.2645	7 years
8 years	\$44.4164	\$52.2747	\$1.8296	\$52.3558	\$61.6188	\$2.1567	\$64.6997	\$2.2645	8 years
9 years	\$45.2873	\$53.2997	\$1.8655	\$53.3824	\$62.8270	\$2.1989	\$65.9683	\$2.3089	9 years
10 years	\$45.2873	\$53.2997	\$1.8655	\$53.3824	\$62.8270	\$2.1989	\$65.9683	\$2.3089	10 years
11 years	\$45.2873	\$53.2997	\$1.8655	\$53.3824	\$62.8270	\$2.1989	\$65.9683	\$2.3089	11 years
12 years	\$45.2873	\$53.2997	\$1.8655	\$53.3824	\$62.8270	\$2.1989	\$65.9683	\$2.3089	12 years
13 years	\$45.2873	\$53.2997	\$1.8655	\$53.3824	\$62.8270	\$2.1989	\$65.9683	\$2.3089	13 years
14 years	\$46.1582	\$54.3247	\$1.9014	\$54.4090	\$64.0352	\$2.2412	\$67.2369	\$2.3533	14 years
15 years	\$46.1582	\$54.3247	\$1.9014	\$54.4090	\$64.0352	\$2.2412	\$67.2369	\$2.3533	15 years
16 years	\$46.1582	\$54.3247	\$1.9014	\$54.4090	\$64.0352	\$2.2412	\$67.2369	\$2.3533	16 years

International Association of Fire Fighters, Local 2595
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	Shift:	When assigned to 40-hour schedule:		Shift:	When assigned to 40-hour schedule:				
	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>AND 5.0% MSO-2 Operations Premium</u>	<u>3.5% Non-Shift Differential</u>	
17 years	\$46.1582	\$54.3247	\$1.9014	\$54.4090	\$64.0352	\$2.2412	\$67.2369	\$2.3533	17 years
18 years	\$46.1582	\$54.3247	\$1.9014	\$54.4090	\$64.0352	\$2.2412	\$67.2369	\$2.3533	18 years
19 years	\$47.0291	\$55.3496	\$1.9372	\$55.4356	\$65.2434	\$2.2835	\$68.5055	\$2.3977	19 years
20 years	\$47.0291	\$55.3496	\$1.9372	\$55.4356	\$65.2434	\$2.2835	\$68.5055	\$2.3977	20 years
21 years	\$47.0291	\$55.3496	\$1.9372	\$55.4356	\$65.2434	\$2.2835	\$68.5055	\$2.3977	21 years
22 years	\$47.0291	\$55.3496	\$1.9372	\$55.4356	\$65.2434	\$2.2835	\$68.5055	\$2.3977	22 years
23 years	\$47.0291	\$55.3496	\$1.9372	\$55.4356	\$65.2434	\$2.2835	\$68.5055	\$2.3977	23 years
24 years	\$47.9001	\$56.3747	\$1.9731	\$56.4622	\$66.4517	\$2.3258	\$69.7743	\$2.4421	24 years
25 years	\$47.9001	\$56.3747	\$1.9731	\$56.4622	\$66.4517	\$2.3258	\$69.7743	\$2.4421	25 years
26 years	\$47.9001	\$56.3747	\$1.9731	\$56.4622	\$66.4517	\$2.3258	\$69.7743	\$2.4421	26 years
27 years	\$47.9001	\$56.3747	\$1.9731	\$56.4622	\$66.4517	\$2.3258	\$69.7743	\$2.4421	27 years
28 years	\$47.9001	\$56.3747	\$1.9731	\$56.4622	\$66.4517	\$2.3258	\$69.7743	\$2.4421	28 years
29 years	\$48.7710	\$57.3997	\$2.0090	\$57.4888	\$67.6599	\$2.3681	\$71.0429	\$2.4865	29 years
30 years	\$48.7710	\$57.3997	\$2.0090	\$57.4888	\$67.6599	\$2.3681	\$71.0429	\$2.4865	30 years

International Association of Fire Fighters, Local 2595
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	Shift:	When assigned to 40-hour schedule:		Shift:	When assigned to 40-hour schedule:				
	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>AND 5.0% MSO-2 Operations Premium</u>	<u>3.5% Non-Shift Differential</u>	
Upon Certification	\$35.5164	\$41.8001	\$1.4630	\$41.8650	\$49.2718	\$1.7245	\$51.7354	\$1.8107	Upon Certification
0.5 years	\$38.4572	\$45.2612	\$1.5841	\$45.3314	\$53.3516	\$1.8673	\$56.0192	\$1.9607	0.5 years
1.5 years	\$40.7194	\$47.9236	\$1.6773	\$47.9980	\$56.4899	\$1.9771	\$59.3144	\$2.0760	1.5 years
2.5 years	\$42.9816	\$50.5860	\$1.7705	\$50.6646	\$59.6283	\$2.0870	\$62.6097	\$2.1913	2.5 years
3.5 years	\$45.2438	\$53.2485	\$1.8637	\$53.3311	\$62.7666	\$2.1968	\$65.9050	\$2.3067	3.5 years
4 years	\$46.1487	\$54.3135	\$1.9010	\$54.3978	\$64.0220	\$2.2408	\$67.2231	\$2.3528	4 years
5 years	\$46.1487	\$54.3135	\$1.9010	\$54.3978	\$64.0220	\$2.2408	\$67.2231	\$2.3528	5 years
6 years	\$46.1487	\$54.3135	\$1.9010	\$54.3978	\$64.0220	\$2.2408	\$67.2231	\$2.3528	6 years
7 years	\$46.1487	\$54.3135	\$1.9010	\$54.3978	\$64.0220	\$2.2408	\$67.2231	\$2.3528	7 years
8 years	\$46.1487	\$54.3135	\$1.9010	\$54.3978	\$64.0220	\$2.2408	\$67.2231	\$2.3528	8 years
9 years	\$47.0536	\$55.3785	\$1.9382	\$55.4644	\$65.2774	\$2.2847	\$68.5412	\$2.3989	9 years
10 years	\$47.0536	\$55.3785	\$1.9382	\$55.4644	\$65.2774	\$2.2847	\$68.5412	\$2.3989	10 years
11 years	\$47.0536	\$55.3785	\$1.9382	\$55.4644	\$65.2774	\$2.2847	\$68.5412	\$2.3989	11 years
12 years	\$47.0536	\$55.3785	\$1.9382	\$55.4644	\$65.2774	\$2.2847	\$68.5412	\$2.3989	12 years
13 years	\$47.0536	\$55.3785	\$1.9382	\$55.4644	\$65.2774	\$2.2847	\$68.5412	\$2.3989	13 years
14 years	\$47.9584	\$56.4433	\$1.9755	\$56.5310	\$66.5326	\$2.3286	\$69.8592	\$2.4451	14 years
15 years	\$47.9584	\$56.4433	\$1.9755	\$56.5310	\$66.5326	\$2.3286	\$69.8592	\$2.4451	15 years
16 years	\$47.9584	\$56.4433	\$1.9755	\$56.5310	\$66.5326	\$2.3286	\$69.8592	\$2.4451	16 years

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

After Service of:	PARAMEDIC - Job Class Code: 3304100 PeopleSoft Job Code: 330402			MSO - Shift Supervisor Job Class Code: 3307100 Peoplesoft Job Code: 330701 MSO - Division Supervisor Job Class Code: 3304100 Peoplesoft Job Code: 330401 MSO - Division Supervisor Job Class Code: 3304100 Peoplesoft Job Code: 330401			MSO - Operations/Administrative Supervisor Job Class Code: 3308100 Peoplesoft Job Code: 330801		After Service of:
	Shift:	When assigned to 40-hour schedule:		Shift:	When assigned to 40-hour schedule:				
	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>Base + Longevity</u>	<u>Base + Longevity</u>	<u>3.5% Non-Shift Differential</u>	<u>AND 5.0% MSO-2 Operations Premium</u>	<u>3.5% Non-Shift Differential</u>	
17 years	\$47.9584	\$56.4433	\$1.9755	\$56.5310	\$66.5326	\$2.3286	\$69.8592	\$2.4451	17 years
18 years	\$47.9584	\$56.4433	\$1.9755	\$56.5310	\$66.5326	\$2.3286	\$69.8592	\$2.4451	18 years
19 years	\$48.8633	\$57.5083	\$2.0128	\$57.5976	\$67.7880	\$2.3726	\$71.1774	\$2.4912	19 years
20 years	\$48.8633	\$57.5083	\$2.0128	\$57.5976	\$67.7880	\$2.3726	\$71.1774	\$2.4912	20 years
21 years	\$48.8633	\$57.5083	\$2.0128	\$57.5976	\$67.7880	\$2.3726	\$71.1774	\$2.4912	21 years
22 years	\$48.8633	\$57.5083	\$2.0128	\$57.5976	\$67.7880	\$2.3726	\$71.1774	\$2.4912	22 years
23 years	\$48.8633	\$57.5083	\$2.0128	\$57.5976	\$67.7880	\$2.3726	\$71.1774	\$2.4912	23 years
24 years	\$49.7682	\$58.5733	\$2.0501	\$58.6643	\$69.0433	\$2.4165	\$72.4955	\$2.5373	24 years
25 years	\$49.7682	\$58.5733	\$2.0501	\$58.6643	\$69.0433	\$2.4165	\$72.4955	\$2.5373	25 years
26 years	\$49.7682	\$58.5733	\$2.0501	\$58.6643	\$69.0433	\$2.4165	\$72.4955	\$2.5373	26 years
27 years	\$49.7682	\$58.5733	\$2.0501	\$58.6643	\$69.0433	\$2.4165	\$72.4955	\$2.5373	27 years
28 years	\$49.7682	\$58.5733	\$2.0501	\$58.6643	\$69.0433	\$2.4165	\$72.4955	\$2.5373	28 years
29 years	\$50.6731	\$59.6383	\$2.0873	\$59.7309	\$70.2987	\$2.4605	\$73.8136	\$2.5835	29 years
30 years	\$50.6731	\$59.6383	\$2.0873	\$59.7309	\$70.2987	\$2.4605	\$73.8136	\$2.5835	30 years

cba Code: 280

ADDENDUM B - 2018 - 2019
International Association of Fire Fighters, Local 2595
Paramedics, Emergency Medical Services - Department of Public Health

Union Code: 01

Job Class Code	PeopleSoft Job Code	Classification	Year	Hourly Rate
3304200	330702	Paramedic Intern	2018	\$19.8987
3304200	330702	Paramedic Intern	2019	\$20.6747
3304200	330702	Paramedic Intern	2020	TBD

ADDENDUM C

Memorandum of Agreement

By and Between

King County

and

International Association of Fire Fighters, Local 2595

**SUBJECT: Paramedic Paid Leave Cash-Out to Health Reimbursement Account
Voluntary Employees Beneficiary Association Plans (Paid Leave HRA-
VEBA Cash Out Plans)¹**

1. OVERVIEW. The Union and County (the Parties) have negotiated in good faith and agreed upon the terms of this Agreement, in accordance with Attachment B Memorandum of Agreement Regarding HRA VEBA January 1, 2019 through December 31, 2020 For Represented Benefits-Eligible Employees By and Between King County And Joint Labor Management Insurance Committee of Unions (2019-2020 JLMIC HRA-VEBA Agreement), except where explicitly modified in provision 3.

2. 2018 - 2019 HRA-VEBA Plans. In accordance with the 2019-2020 JLMIC HRA-VEBA Agreement, eligible retirees in this bargaining unit shall continue to have the HRA-VEBA Plan options listed below subject to bargaining unit vote.

A. 35% sick leave cash out at retirement.

B. 35% sick leave and 50% furlough/vacation leave (50% to a HRA-VEBA; 50% paid as regular taxable wages) cash out at retirement.

3. 2019-2020 HRA-VEBA Plans. Eligible retirees in this bargaining unit shall have the HRA-VEBA options listed below subject to bargaining unit vote according to the terms set forth in the 2019-2020 JLMIC HRA-VEBA Agreement and the JLMIC. **Modification:** "(C)" listed below shall also be a permitted Paid Leave HRA-VEBA Cash Out Plan choice available to this bargaining unit following adoption of the Agreement by King County Council. Implementation of 2019 HRA-VEBA Cash Out elections shall occur subsequent to King County Council ratification.

A. 35% sick leave cash out at retirement.

¹ HRA-VEBA rules and terms are set forth in the 2019-2020 JLMIC HRA-VEBA Agreement. Furlough/vacation accrual caps (i.e., 576 cap: 24-hour shift & 480 cap: 40 hour work week) per Article 4 of the CBA provide the maximum amount of hours that can be cashed-out to VEBA upon retirement. Furlough/Vacation hours above accrual caps will be subject to cash out terms provided in Article 4.

B. 35% sick leave and 50% furlough/vacation leave (50% to a HRA-VEBA; 50% paid as regular taxable wages) cash out at retirement.

C. 35% sick leave and 100% furlough/vacation leave cash out to HRA-VEBA at retirement.

For International Association of Fire Fighters, Local 2595:



Andrea Coulson, President

1/15/19

Date

For King County:



Andre Chevalier, Labor Relations Negotiator
Office of Labor Relations, King County Executive Office

1/15/19
Date

ADDENDUM D
Memorandum of Agreement
By and Between
King County
and
International Association of Fire Fighters, Local 2595

SUBJECT: Paramedics Retirement Incentive Health Reimbursement Account Voluntary Employees Beneficiary Association Plan (Retiree VEBA Plan)

1. OVERVIEW. The Union and County (the Parties) have negotiated in good faith and agreed upon the terms of this Paramedic Retirement Incentive HRA-VEBA Plan (Retiree VEBA Plan), which is available to enrolled bargaining unit employees (Participants) that meet the eligibility terms of this Agreement. The purpose of the Retiree VEBA Plan is to provide an incentive for paramedics to give advance notice of scheduled retirement dates that align with the University of Washington Harborview Paramedic Training Program schedule, which is the required training program for all new King County Paramedics. The Retiree VEBA Plan contribution terms shall apply subsequent to bargaining unit approval and King County Council ratification of this Agreement.

2. ELIGIBILITY AND ENROLLMENT. Employees must meet all the following terms set forth below to have their VEBA accounts receive contributions pursuant to the Retiree VEBA Plan.

A. Prospective Participants in the Retiree VEBA Plan must provide written notice to the KCM1 Chief of their proposed retirement date via Retirement Letter by April 30 of the year prior to their stated retirement date. The Retirement Letter must specify a date of retirement that will occur between May 1 and September 1 of the following year the Retirement Letter is received. To be eligible for the Retiree VEBA Plan, the Participant must submit a date of retirement prior to reaching age 65. The KCM1 Chief will provide an email receipt of notice for each applicant to provide acknowledgement the enrollment request has been received.

Exception 2(A)i. Prospective Participants shall be allowed to submit Retirement Letters in writing to the KCM1 Chief by December 31, 2018, with proposed retirement dates between May 1 and September 1, 2019, due to the initial implementation date of the Retiree VEBA Plan. All other terms of the Retiree VEBA Plan apply except the standard deadline for Retirement Letters.

B. A maximum of three Paramedic Participants will be approved to enroll in the Retiree VEBA Plan per year. At the discretion of the KCM1 Chief, an additional Participant for a total of four may be approved for the Retiree VEBA Plan year. Prospective Participants must be eligible to voluntarily retire from employment under the LEOFF and/or PERS statute. If more than three (four if the KCM1 Chief approves) requests are received for participation in the

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

280C0119 Addendum D

Page 1

Retiree VEBA Plan in April each year, priority will be given to employees who have the highest sum of age and years of service with King County Medic One. The KCM1 Chief will provide notice in May each year to all applicants about whether or not they have been accepted into the Retiree VEBA Plan. Applicants not accepted into the Retiree VEBA Plan shall not be required to retire on the date specified in their Retirement Letter. If an accepted Participant drops out, the County may add an original applicant that was not selected providing the terms of the Agreement otherwise can be satisfied.

C. Employees must complete and submit all necessary enrollment documentation requirements as set forth by the VEBA Plan Administrator.

3. DISQUALIFYING ACTIONS. Enrolled Participants in the Retiree VEBA Plan shall be disqualified from the Retiree VEBA Plan and ineligible to have contributions under the Retiree VEBA Plan made to their VEBA accounts if any of the following actions occur on or after their retirement/separation date.

A. Participant submits the Retirement Letter, but does not retire, for any reason, on the date specified.¹

B. Participant is terminated for cause or resigns in lieu of termination.

C. Participant is approved to receive Voluntary Separation Program benefits per King County Council Ordinance 18696.

D. The Participant is 65 years of age or older on the date of retirement/separation.

4. EMPLOYER VEBA CONTRIBUTION AMOUNT. The Retiree VEBA Plan is a voluntary incentive program and does not include a direct cash payment. Instead, it consists of the County contributing \$18,538 into an approved retiree's VEBA account subsequent to their date of retirement. The Retiree VEBA Plan contribution may be in addition to other VEBA Plan benefits selected by the bargaining unit, including the cash out of accrued vacation and sick leave into VEBA. The Retiree VEBA Plan contribution payment will occur after the Participant's final paycheck.

5. DURATION. Once implemented, the Retiree VEBA Plan will continue through the duration of the Agreement, and until a new successor Agreement is ratified and implemented. The Parties agree all active and enrolled Participants in the Plan shall receive contributions according to the terms of this Agreement.

¹ The participant may request in writing a modified retirement date other than the date specified in the Retirement Letter to the KCM1 Chief. The KCM1 Chief may approve or deny the request at his/her sole discretion. Any decision by the KCM1 Chief to accept or deny a modified retirement date shall not be subject to the grievance procedure.

6. AGREEMENT REOPENER. The parties agree to reopen this Agreement if there are changes to the University of Washington Harborview Paramedic Training Program, or if there are changes to the laws regulating HRA-VEBA that would require terminating or modifying the Retiree VEBA Plan.

For International Association of Fire Fighters, Local 2595:



Andrea Coulson, President

1/15/19

Date

For King County:



Andre Chevalier, Labor Relations Negotiator
Office of Labor Relations, King County Executive Office

1/15/19

Date

ADDENDUM E

Memorandum of Agreement

By and Between

King County

and

International Association of Fire Fighters, Local 2595

Paramedic Ebola Response & Paramedic Benefits

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

➤ The donning and doffing of applicable gear.

2. If a paramedic is exposed or contracts Ebola during the scope of his/her duties, the County shall provide continued health benefit coverage for the paramedic throughout the entire course of the disease (from the preventative prophylactics to symptom abatement including any sequela).

3. Due to infectious and lethal nature of this disease and as evidenced by the Ebola responses which have already occurred in the United States, there is a real possibility that paramedics could face a mandated quarantine imposed by the Public Health Officer or another outside agency having authority and jurisdiction in King County. In the event of possible Ebola exposure or anticipated potential exposure due to an ongoing outbreak, the parties agree to discuss the County's quarantine plan and procedures for accommodating an employee(s) under restrictive quarantine including location of the quarantine facility to be used to house paramedics exposed to Ebola. In the event of exposure or quarantine, the County will meet with the union to discuss options to mitigate impacts of the quarantine on paramedics and their family.

If mandatory quarantine is ordered for a paramedic, the following shall apply:

A) The County shall provide Industrial Leave Benefit Supplement that provides full wage replacement (in conjunction with Workers' Compensation if applicable) for regularly scheduled hours during a mandated quarantine by Public Health Officer or outside agency. The Industrial Leave Benefit Supplement provided during mandated quarantine shall not count against paramedics Industrial Leave Benefit Supplement bank and shall continue to be provided until the quarantine concludes per the Public Health Officer.

B) Paramedic vacation and sick leave accruals will continue during a mandated quarantine.

C) Paramedic medical, dental, vision and other insured benefits will be provided during the mandated quarantine.

D) King County Family Medical Leave shall not begin to run until the mandatory quarantine has concluded.

E) Any mandated quarantine will not count as a break in service and shall not affect seniority or step advancement.

4. The Union and the County will meet as necessary to discuss any other issues related to their role in the County's Ebola response to the extent that they affect hours, wages and working conditions including the implementation of a County mandated quarantine of paramedics.

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

For International Association of Fire Fighters, Local 2595:



Andrea Coulson, President

1/15/19

Date

For King County:



Andre Chevalier, Labor Relations Negotiator
Office of Labor Relations, King County Executive Office

1/15/19

Date

ADDENDUM F
Memorandum of Agreement
By and Between
King County
and
International Association of Fire Fighters, Local 2595

Background

In the past, Vashon Island Fire and Rescue (VIFR) has received King County Emergency Medical Services (EMS) Levy funding to provide paramedic Advanced Life Support (ALS) services to Vashon Island through contract.

In 2014, VIFR expressed several concerns to EMS about VIFR's Advanced Life Support operation on Vashon Island. In response, EMS collaborated with VIFR to explore improved ALS service solutions for Vashon residents, which resulted in a proposal for EMS to absorb the Vashon ALS operation into the much larger King County Medic One (KCM1) ALS operation. In October 2016, the Vashon Fire Commissioners unanimously approved the proposed service merger of VIFR's ALS operation into the KCM1 service operation.

The purpose of this Agreement is to outline the employment terms and conditions negotiated between IAFF L2595 and the County for KCM1 paramedics to directly provide paramedic services to Vashon residents.

SECTION A

KCM1 Vashon Island (VI) Service Response Model.

i. Staffing. A minimum of two KCM1 paramedics shall be assigned to Vashon Island twenty-four hours a day and seven days a week, unless a special event on Vashon Island requires additional staffing or an unusual circumstance demands an alternative staffing model.

ii. Response.

a. KCM1 paramedics shall work in the current configuration/model currently utilized on Vashon Island and respond to calls with both paramedics consistent with the King County Emergency Medical Service (EMS) model when both paramedics are on the Island and there are not simultaneous calls.

b. When KCM1 paramedics on VI determine a patient requires ALS care, both paramedics shall provide that care consistent with the dual paramedic King County EMS model. When a patient requires, in the opinion of the paramedics, paramedic attended transport to a hospital via medic unit, the KCM1 paramedics and VIFR EMT aid crew will provide a "split" paramedic crew transport on the ferry. The split transport means that one VIFR EMT and one KCM1 paramedic will provide the off island transport on the ferry, leaving one KCM1 paramedic and one EMT on the island to respond to a second call. The purpose of the split

paramedic crew transport plan is to minimize the situations where no paramedics are physically present on Vashon Island to respond to ALS calls.

c. Whenever possible, both paramedics shall attend to the patient up until the patient leaves the island on the ferry. If, in the paramedic's opinion, the patient becomes unstable or requires additional paramedic support during the ferry ride or upon arrival on the mainland, the closest available medic unit to their location can be requested to assist. In the rare case that an alternative transport method is utilized that is not consistent with King County regular practice and that does not have advanced life support capabilities (e.g., U.S. Coast Guard helicopter, law enforcement marine unit, etc.) the split transport model shall be utilized. In case of a disaster or multiple causality incident, paramedics and EMTs shall follow the King County MCI plan that may include basic life support transport of advanced life support patients consistent with standard King County practice.

SECTION B

VI Shift Premium for Paramedics.

i. **Ferry tickets.** KCM1 paramedics and MSOs assigned to VI will be reimbursed for the cost of ferry tickets.

ii. **VI Shift Premium.** When KCM1 shift paramedics, Shift MSOs, Acting MSOs, and Admin MSOs are assigned to work a paramedic shift on VI, they shall receive a 10% shift premium for all actual hours worked on Vashon Island.

iii. **Premium Eligibility.** To be eligible for the 10% VI Shift Premium, the paramedic must be assigned to work a paramedic shift on a medic vehicle. The VI Shift Premium shall be in addition to any other shift premiums paid. For example, a paramedic eligible to receive the Field Training Officer (FTO) premium while working a paramedic shift on VI would be eligible to receive their applicable hourly wage rate plus VI Shift Premium 10% plus FTO Premium 5%.

Medic Services Officer (MSO).

i. MSO series classifications (i.e., Shift MSO 1 & 40-hour Admin MSO 2, 3, 4, 10) shall receive a 2.5% base pay increase over their current MSO base rate listed in the wage addendum of the parties' collective bargaining agreement. In support of this change, the County recognizes the increased body of work associated with planning, implementing, and managing the unique paramedic operation on Vashon Island and also the updated duties contemplated in the MSO classification review process currently underway.

ii. Acting MSOs shall receive the appropriate Shift MSO 1 pay rate (2.5% base pay increase included) for all actual hours worked backfilling MSO 1 shifts.

iii. The effective date of the MSO 2.5% wage increase shall occur when one of the below two events has occurred:

1. The MSO classification update process/impact bargaining has concluded and King County Council has ratified this Agreement, or;
2. The EMS Director (or designee) formally notifies MSOs in writing to commence planning the merger of VI services into KCM1.

SECTION C

Living Quarters on VI. The County shall provide living quarters and all other accommodations, emergency backup systems and safety equipment on VI comparable to other stations in the KCM1 system.

VIFR Personnel Transition. VIFR paramedics that meet KCM1 employment standards will be provided a transition option to King County employment.


Bargaining Obligation. All County bargaining obligations related to the merger of Vashon ALS services into KCM1 are fulfilled by the terms of this Agreement, except the parties agree that impact bargaining related to the specific topic of the VIFR Personnel Transition details may still occur. The parties further understand that not all issues are foreseeable with the KCM1 Vashon merger. Either party may request to discuss a new issue not addressed by this Agreement or during the impact bargaining process and work toward mutually agreeable solutions.

Implementation. The County shall retain discretion to determine when and how the Vashon merger occurs while abiding by the terms of this Agreement. If EMS Director (Michele Plorde) determines KCM1 should not provide ALS services on VI, all terms of this agreement are null and void.

Stakeholder Approval.

This Agreement is subject to the approval of Local 2595 (Union), King County Executive and King County Council.

For International Association of Fire Fighters, Local 2595:



Andrea Coulson, President

1-15-19

Date

For King County:



Andre Chevalier, Labor Relations Negotiator
Office of Labor Relations, King County Executive Office

1/15/19
Date

ADDENDUM G
Memorandum of Agreement
By and Between
King County
and
International Association of Fire Fighters, Local 2595

SUBJECT: Vashon Island Fire and Rescue Paramedics Employment Transition Agreement

Background

King County, Vashon Fire Commissioners, Vashon Island Fire and Rescue (VIFR), and International Association of Fire Fighters, Local 2595 (Union) have developed and agreed upon a proposed service consolidation of VIFR's Advanced Life Support paramedic services into King County Medic One (KCM1). The purpose of this Agreement is to detail the negotiated terms related to the transfer of paramedics currently employed by VIFR into King County employment. The five VIFR paramedics ("VIFR Medics") that will be provided the employment transition option are listed below:

- Mark Brownell
- William A. Buchanan
- Christopher N. Huffman
- Andrew R. Johnson
- Leslie Pohl

Agreement

1. Hire Date. The VIFR Medics will be given the option to commence King County employment effective February 1, 2017. All necessary new employee documents and orientation must be completed in accordance with the standard process for hiring new paramedics. The VIFR Medics will attend the standard new hire orientation for King County employees and be subject to a standard background check; however, they will not be subject to a pre-employment physical, psychiatric exam, or physical ability test.

a. King County will not voluntarily request VIFR Medic disciplinary or performance related personnel records. Any active "for cause" probationary activities as set forth by the Program Medical Director are exempt from this rule.

2. Paid Leave.

a. Paid Leave (Vacation and Sick Leave) - Accrual. Upon hire to King County, VIFR Medics will be subject to the paid leave rules in the Collective Bargaining Agreement between King County and IAFF, Local 2595 (2595 CBA) and relevant King County policies, except as explicitly agreed otherwise in this Agreement. Given the unique circumstances of the Vashon service integration and resulting employment change for VIFR

Medics, the County is willing to agree based on mutual consent with the Union to allow VIFR Medics to accrue paid leave based on their University of Washington - Harborview Paramedic Training certification date rather than employed years of service with KCM1.

b. Paid Leave - Use. VIFR Medics will not be required to wait six months after their hire date to request to use vacation. VIFR Medics vacation picks shall be honored as submitted for the 2017 calendar year.

(1) For 2017 only, all vacation requested from current KCM1 paramedics and the VIFR Medics will be granted as "Vacation Approved" in Telestaff, except for the Holidays listed in Article 9, Section 2(b) of the 2595 CBA.

c. Paid Leave - Balances. All vacation and sick leave accrual by VIFR Medics shall be transferred intact, hour for hour, from VIFR to King County. For example, if VIFR Medic has 100 hours of vacation and 100 hours of sick leave on his last day of VIFR employment, he will have 100 hours of vacation and 100 hours of sick leave added to his paid leave accruals upon entry to King County employment without a loss to his compensation.

3. Medic X Days (i.e., Debit Days). In 2017, VIFR Medics Medic X days will be assigned with an attempt to cover the vacation days picked by the other VIFR Medics joining Local 2595. Once their vacation days are entered into Telestaff and their Medic X days have been assigned, "year in advance" furlough coverage will be paged out again for all open vacation days (this includes new days from the VIFR Medics, as well as previously unfilled shifts, giving the VIFR Medics, as well as all members of Local 2595, the opportunity to fill these shifts).

4. 2017 Wage Rates. VIFR Medics will be offered the following "KC Pay Rates" upon hire into King County employment based on their University of Washington - Harborview Paramedic Training certification date.

a. Any VIFR Medic whose wage is currently higher than what they would receive via the 2595 CBA paramedic wage Addendum A (i.e., Mark Brownell and Chris Huffman) shall be kept at the same base wage rate listed in the 2017 Wage Rates Table below (i.e. Y-Rate) until the pay rates listed in the 2595 CBA Wage Addendum A surpass their rate pay rates. At that point, Mr. Brownell and Mr. Huffman shall receive the wage rate according to a new 2595 CBA Wage Addendum A based on their certification date/years of service.

2017 WAGE RATES TABLE						
Name	Classification	KC Pay Rate	Step	Cert Date	Years of Cert.	VIFR 2016 Wage Rate
Mark Brownell	Paramedic	\$50.4400	Y-Rate	Jul-97	19	\$50.4400
William Buchanan	Paramedic	\$46.3733	Step 10	Aug-89	27	\$45.4600
Christopher Huffman	Paramedic	\$50.2900	Y-Rate	Jul-06	10	\$50.2900
Andrew Johnson	Paramedic	\$45.5301	Step 9	Sep-96	20	\$44.6400
Leslie Pohl	Paramedic	\$43.8438	Step 7	Jul-03	13	\$42.9900

5. Health Benefits. VIFR Medics will be eligible for benefit coverage as regular paramedics. Upon hire, King County will allow VIFR Medics to use hours worked with Vashon Island Fire and Rescue to count toward King County Family Medical Leave benefit eligibility. The County shall hire the VIFR Medics in such a manner that they will not experience a gap in health insurance coverage due to the February 1, 2017 start date with King County. VIFR Medics will begin employment with King County in "Gold" status.

6. Probation. VIFR Medics will not serve a probationary period.

7. Uniform Allowances. VIFR Medics shall receive the initial uniform allowance given to new employees (PPE, coat, duty boots, pants, shirts, badge, pocket greeter, class A uniform, etc.) and one year of uniform allowance as per Local 2595's CBA.

8. Rank and Promotions. VIFR Medics will transfer as line paramedics. Eligibility for promotional opportunities for the VIFR Medics will follow the process as outlined in the County's CBA with Local 2595, which requires (5) year service tenure at KCM1.

9. Pension. The County will provide LEOFF 2 pension benefits upon hire assuming all VIFR Medics are qualified.

10. Adjusted KCM1 Medic Pay and Vacation Accrual. The parties agree that the County will prospectively use the UW Paramedic Certification Date to establish adjusted pay rates and furlough accrual rates (i.e. vacation) for current KCM1 paramedics Heiko Stopsack, Mark Sawdon and Steve Marth. Implementation of any prospective wage and accrual adjustment will occur subsequent to Council ratification of this Agreement. This provision was negotiated in the context of the Vashon merger, and is intended to be non-precedent setting. The County does not intend by this provision that future wage and accrual placements for KCM1 paramedics will be based on UW Paramedic Certification Dates.

The prospective wage and accrual adjustments will be determined by using the table below consistent with the UW Paramedic Certification Date and the current IAFF 2595 CBA:

Name	Current Service Date	New Service Date based on UW Paramedic Certification Date
Heiko Stopsack	7/1/1991	9/1989
Mark Sawdon	7/16/2012	7/2006
Steve Marth	4/30/1991	7/1990

11. Other Employment Terms. Any term or condition of employment relevant to VIFR paramedics transitioning into King County employment not explicitly identified in this employment transition option will be addressed by following the King County/IAFF, Local 2595 CBA and/or relevant policies for paramedics.

12. Agreement. The terms above constitutes the entire understanding between King County and the Union related to the topic of the VIFR Medic transition into King County employment. This Agreement with the Union is unique to the circumstances of the Vashon service integration and is not intended to establish precedent. The Union and the County agree these terms are intended to supersede any other prior Agreements or understandings between the parties if a conflict exists with the explicit terms of this Agreement. Additionally, the CBA between King County and IAFF, Local 2595 and/or relevant King County policies are intended to provide supplemental information concerning the terms and conditions of employment with King County, but are intended to be superseded if they conflict with this Agreement. The terms of this Agreement are subject to approval by the Union ratification process, Prosecuting Attorney's Office, King County Executive, and King County Council.

For International Association of Fire Fighters, Local 2595:



Andrea Coulson, President

1/15/19

Date

For King County:



Andre Chevalier, Labor Relations Negotiator
Office of Labor Relations, King County Executive Office

1/15/19

Date