

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.

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

4 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

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

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

11 **ARTICLE 4: FURLOUGH, VACATION, AND HOLIDAY LEAVE**

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

16 Years of Continuous Service from Date of employment in a bargaining unit position	17 Monthly Credit	18 Equivalent Annual Furlough Credit
19 From date of hire into a 24-hour shift assignment to three (3) years of continuous service.	20 20 hours	21 240 hours (ten 24-hour shifts)
22 More than three (3) years but less than seven (7) years of continuous service.	23 24 hours	24 288 hours (twelve 24- hour shifts)
25 More than seven (7) years but less than twelve (12) years of continuous service.	26 28 hours	27 336 hours (fourteen 24- hour shifts)
28 More than twelve (12) years but less than sixteen (16) years of continuous service.	30 hours	360 hours (fifteen 24- hour shifts)
More than sixteen (16) years but less than twenty (20) years of continuous service.	32 hours	384 hours (sixteen 24- hour shifts)
More than twenty (20) years but less than twenty-five (25) years of continuous service.	34 hours	408 (seventeen 24-hour shifts)
More than twenty-five (25) years	36 hours	432 (eighteen 24-hour

Years of Continuous Service from Date of employment in a bargaining unit position	Monthly Credit	Equivalent Annual Furlough Credit
of continuous service.		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:

Months of Service		Hours of Leave per Month	Approx. Days per Year
From	To		
1	60	8	12
61	96	10	15
97	120	10.67	16
121	192	13.33	20
193	204	14	21
205	216	14.67	22
217	228	15.33	23
229	240	16	24
241	252	16.67	25
253	264	17.33	26
265	276	18	27
277	288	18.67	28
289	300	19.33	29
301	and beyond	20	30

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

1 or division manager.

2 **Section 3. Furlough and Vacation Accrual Cap.** Furlough accumulation in excess of 576
3 hours (for shift employees) or 480 hours (for 40-hour employees) must be used by year end or it will
4 be cashed out at 100% of the current year's base wage rate. "Current" year refers to the year in
5 which the excess accumulation occurred. If such hours are not cashed out by the last pay date in
6 March of the following year, the employee will be cashed out at the rate of pay earned as of the date
7 of the cash out.

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

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

15 **Section 5.**

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

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

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

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

1 **Section 6.**

2 a. There shall be a maximum limit of five (5) furlough shifts granted for the same
3 work shift, provided, however, that during the period of October 1 through December 31 there shall
4 be a maximum limit of six (6) furlough shifts granted for the same work shift. The maximum limits
5 shall be waived in granting unscheduled furlough during the year when the shift is covered by means
6 of transferring hours from a third-person shift. There shall be a labor/management meeting annually,
7 by the first week of September to review and adjust these maximum limits as necessary. As a pilot
8 project during the term of this Agreement, the County will increase the maximum limit of furlough
9 shifts to six per work shift, with a maximum limit of eight furlough shifts from October 1 through
10 December 31. These pilot limits can be adjusted at the discretion of the KCM1 Chief, as long as the
11 change is announced by September 15 for the following calendar year.

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

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

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

23 e. As a pilot project during the term of this Agreement, the County will evaluate
24 staffing levels each year on September 15. If staffing levels are predicted to be below full staffing by
25 two or more Paramedics as determined by the KCM1 Chief during the following calendar year, the
26 75% year in advance annual furlough scheduling requirement above can be reduced to 60% by the
27 KCM1 Chief.

28 f. The annual furlough schedule submitted by the Union shall contain a minimum

1 number of furlough shifts scheduled each trimester. A ratio of the number of Paramedics/Paramedic
 2 Shift Supervisor/30 X 75 shall determine this minimum. Such minimum shall be lowered to a
 3 number reached by mutual agreement of the County and the Union in those trimesters when new
 4 employees are restricted by contract from utilizing furlough. The Union will assign furlough shifts if
 5 the minimums are not met. Furlough shifts granted after December 1, pursuant to Section 6(d) above
 6 in this Article, will not be counted toward furlough shift minimums.

7 **Section 7.** Paramedic Supervisors and Paramedics assigned to a 40-hour workweek for one
 8 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

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

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

1 holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day
2 observed as a holiday.

3 c. Paramedic Supervisors assigned to work schedules other than a 5/8 schedule shall
4 only receive eight hours of holiday pay per day listed in the holiday table. These Paramedic
5 Supervisors will be allowed to accrue and carry a compensation time bank of up to (24) hours that
6 may be used to supplement holiday hours in excess of eight hours per their regular schedule. For
7 example, a Paramedic Supervisor may have a 4/10 schedule, receive eight hours of holiday pay, and
8 choose to use two hours of compensation time to receive their regular pay for the holiday.

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

12 **Section 8.** Employees required to work on the following holidays shall be paid one and one-
13 half times their regular hourly rate of pay for hours worked on those days, except employees
14 mandatoried to work on a holiday listed below shall instead be paid two times their regular hourly
15 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

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26 **Section 9.** After employees are in a leave without pay status for more than one (1) month (i.e.
27 10 consecutive shifts) they will no longer accrue furlough for the unpaid hours. Any leave accrual
28 that occurs while an employee is on leave without pay status will be held in abeyance and will not

1 become effective until such time as the employee has returned to paid status for 30 consecutive
2 calendar days.

3 **ARTICLE 5: SICK LEAVE**

4 **Section 1.** Regular full-time employees shall accrue sick leave benefits at a monthly rate of
5 12 hours per month for each month in County service. The employee is not entitled to sick leave if
6 not previously earned, except as provided in the Workers' Compensation Leave Article. In no event
7 will the employee accrue less sick leave than the employee would earn under state law.

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

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

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

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

19 **Section 5(a).** An absence:

- 20 1. resulting from the employee's mental or physical illness, injury, or health
- 21 condition;
- 22 2. to accommodate the employee's need for medical diagnosis, care or treatment of a
- 23 mental or physical illness
- 24 3. for the employee's need for preventive medical care;

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

- 26 1. for a family member with a mental or physical illness, injury or health condition;
- 27 2. for a family member who needs medical diagnosis, care or treatment of a mental or
- 28 physical illness, injury or health condition; or

1 3. for a family member who needs preventive medical care;

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

5 **Section 5(d).** For absences that qualify for leave under the domestic violence leave act,
6 chapter 49.76 RCW;

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

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

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

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

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

16 2. The parent of an employee, employee’s spouse or employee’s domestic partner.

17 Parent includes:

18 a. biological parent;

19 b. adoptive parent;

20 c. de facto parent;

21 d. foster parent;

22 e. stepparent;

23 f. legal guardian; or

24 g. person who stood or stands in loco parentis to the employee, employee’s
25 spouse or employee’s domestic partner.

26 3. A spouse;

27 4. A domestic partner;

28 5. A grandparent;

1 6. A grandchild; or

2 7. A sibling.

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

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

6 **Section 6.**

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

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

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

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

20 **Section 9. Bereavement Leave.**

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

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

28 c. Twenty-four (24) hour shift employees who have exhausted their bereavement

1 leave shall be entitled to use sick leave in the amount of one shift (twenty-four (24) hours).

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

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

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

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

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

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

27 c. In order to be eligible for FMLA, an employee must have been employed by King
28 County for at least twelve months and have worked at least 1,250 hours in the twelve month period

1 prior to the commencement of leave.

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

3 a. As provided by King County Code, an eligible employee may take up to eighteen
4 (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve
5 month period for the employee’s own qualifying serious health condition, to care for an eligible
6 family member who has a qualifying serious health condition, to bond with a newborn child, adopted
7 child or foster care placement (leave must be taken within one year of the child’s birth or placement),
8 and for any qualifying reason under the Federal Family and Medical Leave Act, , or other family and
9 medical leaves available under federal or state law.

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

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

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

22 **ARTICLE 7: PAID PARENTAL LEAVE**

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

25 **Section 2. Benefit Amount.** An employee’s supplemental leave benefit is calculated based
26 on the employee’s accrued leave balances at the time of the birth, adoption, or foster-to-adopt
27 placement (“qualifying event”). The employee will receive the equivalent of his or her full salary for
28 up to a total of twelve weeks, when combined with the employee’s accrued leave (except for one

1 week of sick leave and one week of vacation leave). The employee is permitted to use the
2 supplemental leave first. Additionally, the employee may choose to take less than twelve weeks of
3 leave. Supplemental Paid Parental Leave is not subject to cash out. An employee who does not
4 return to work for at least 6 months of continuous service following the leave, will be required to
5 reimburse King County for the supplemental leave funds received.

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

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

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

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

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

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

1

ARTICLE 8: WORKERS' COMPENSATION LEAVE

3 **Section 1. Introduction.** Paramedic and Paramedic Supervisors (employees) unable to work
4 as a result of a workplace injury or occupational disease and approved for time-loss payments,
5 including provisional approval, (“approved claim”) are eligible to receive additional workers’
6 compensation benefits. For approved claims, the County shall provide Industrial Supplemental
7 Leave (“Supplemental Leave”) to employees to increase the amount of wage replacement above
8 time-loss payments an employee receives while on workers’ compensation leave. Supplemental
9 Leave and time-loss payments shall result in the employee receiving base pay¹ while on workers’
10 compensation leave that is no less than what the employee would normally have earned in base pay if
11 not on workers’ compensation leave in accordance with this Article.

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

25 **Section 3. Prospective Sick Leave Usage.** If employees are receiving time-loss payments,
26 but have exhausted their own sick leave accrual, the employee may, for a period of two months after
27

28 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 return to active service, draw prospectively on sick leave to a maximum of three shifts. Any such
2 sick leave drawn upon shall be charged against earned sick leave until the employee has accrued the
3 amount used. In the event an employee terminates or is medically separated from active service
4 without having restored the sick leave drawn prospectively, the County shall deduct the actual cost of
5 any payments made under this section from compensation or other money payable to the employee,
6 or otherwise recover such payments.

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

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

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

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

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

28 d. Should the County require an Independent Medical Exam (IME), the employee

1 shall be compensated at the appropriate overtime rate inclusive of travel time and mileage
2 reimbursement per County ordinance.

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

11 **ARTICLE 9. DONATED LEAVE**

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

16 **Section 2. Approval.** Donations require written approval from both the donating and receiving
17 employees' directors. If approved, the donated leave will be available the pay period after the
18 donation is processed by Department of Human Resources and Payroll.

19 **Section 3. Vacation leave hours.** An Eligible Employee may donate a portion of their
20 accrued vacation hours (or furlough hours if applicable) to another Eligible Employee. The number of
21 hours donated cannot exceed the donor's accrued vacation balance as of the date of the request. No
22 donation of vacation hours shall be permitted where it would cause the employee receiving the
23 transfer to exceed their maximum annual vacation accrual. Donated vacation leave will be converted
24 to sick leave and placed in the receiving employee's donated sick leave bank provided the receiving
25 employee meets the eligibility requirements under Section 6 of this Article.

26 **Section 4. Sick leave hours.** An employee may donate a portion of their accrued sick leave
27 to another leave Eligible Employee provided the donating employee's sick leave balance will be 100
28 hours or more following the donation. An employee may not donate more than 25 hours of accrued

1 sick leave in a calendar year.

2 **Section 5. Calculation of Donated Vacation and Sick Leave.** All donated vacation and sick
3 leave hours shall be converted to a dollar value base on the donor’s straight time hourly rate at the
4 time of the donation. The dollar value will then be divided by the receiving employee’s straight time
5 hourly rate to determine the actual number of hours received and placed in the receiving employee’s
6 donated sick leave bank.

7 **Section 6. Eligibility to receive and use donated leave hours from another employee.**

8 a. The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave,
9 sick leave, comp-time).

10 b. The employee can only use donated leave for FMLA qualified reasons and must be
11 FMLA eligible.

12

13 c. The leave for which the employee is requesting donations must be anticipated to be at
14 least one regular workweek or more.

15 **Section 7. No cash out of donated leave.** Donated sick leave and vacation leave hours shall
16 be excluded from the accrual payoff provisions contained in this Agreement, and sick leave/vacation
17 leave restoration provisions contained in this Agreement.

18 **Section 8. No accruals on donated leave.** Vacation and sick leave will not accrue on donated
19 leave as it is used.

20 **Section 9. No Reversion of Donated Leave.** Donated vacation and sick leave hours remain
21 with the recipient and do not revert to the donor.

22 **Section 10. Employee donations to an Emergency Medical Leave Fund – Pilot Program.**

23 a. The County will create a pilot program effective January 2021, whereby an
24 Eligible Employee may donate a portion of their accrued vacation and/or sick leave
25 hours to an “Emergency Medical Leave Fund” (Fund) that is managed by the
26 Department of Human Resources. At the County’s discretion, the pilot program can
either be continued as a regular program or ended upon 30-day written notice.

27 b. Donations require written approval from the donating and receiving
28 employees’ directors. If approved, the donated leave will be available the pay period after the
donation is processed by DHR and Payroll.

1 **c. Vacation hours.** An employee is limited to donating (80) hours of accrued
2 vacation per calendar year to this Fund, unless the employee’s department director approves a
3 greater amount.

4 **d. Sick leave hours.** An employee can donate up to (25) hours of their accrued
5 sick leave per year to this Fund, provided the donating employee’s sick leave balance will be
6 100 hours or more following the donation.

7 **e. Receive and use donated leave from the Emergency Medical Leave Fund.**

- 8 i. The Eligible Employee must submit a request to DHR for hours.
- 9 ii. The receiving employee must have exhausted all paid leave accruals
10 (e.g., vacation leave, sick leave, comp-time).
- 11 iii. The employee can only use donated leave for FMLA qualified reasons
12 and must be FMLA eligible.
- 13 iv. The leave for which the employee is requesting donations must be
14 anticipated to be at least one regular work week or more.
- 15 v. The maximum donation an employee can receive is up to 80 hours based
16 on the employee’s normally scheduled hours during the biweekly pay
17 period (e.g., 80 hours), prorated for part-time employees.
- 18 vi. Hours will be distributed on a first come first serve basis and only
19 awarded prospectively (i.e., the leave will not be awarded retroactively
20 to cover previous time in a no-pay status).
- 21 vii. Given there is only a finite number of dollars in the Emergency Medical
22 Leave Fund, there is no guarantee that hours will be awarded.

23 **f. 60-day use requirement.** Donated hours not used within 60 days of being
24 awarded remain in or are returned to the Emergency Medical Leave Fund and do not revert to
25 the donor.

26 ***Section 11. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.***

27 The executive may implement a process providing the opportunity for comprehensive leave eligible
28

1 employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash
2 donation. This process must conform to KCC 3.12.222, as amended.

3 ***Section 12. Donation to an Account or Program to Benefit Children of Deceased***

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

9
10 **ARTICLE 10: HEALTH BENEFITS**

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

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

23 **ARTICLE 11: WAGE RATES**

24 ***Section 1(a).*** The Union acknowledges an impact on the County due to a previous court
25 ruling on the FLSA 7(k) exemption and agrees to a waiver of three and one-half percent (3.5%) (of
26 parity) of the regular wages negotiated by comparing I.A.F.F. 2595's wages to comparables agreed
27 upon by both parties. It shall be the intent and purpose of the Union to abide by this waiver in future
28 negotiations barring change in either the court's interpretation of the 7(k) exemption or the hours

1 worked per week by the employee group as a whole. The parties agree that the addition of the 1%
2 added to the CPI-W, the sum of which is referred to as a General Wage Increase (GWI), shall not be
3 used to establish a status quo on a future basis beyond this contract term.

4 **Section 1(b). 2021, General Wage Increase (GWI).** Effective January 1, 2021 the base
5 hourly wage rates in effect on December 31, 2020, shall be adjusted in accordance with the
6 Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for Seattle-Tacoma-
7 Bellevue (the percentage increase from June 2019 to June 2020), with no floor and no ceiling, which
8 produces a wage increase, plus 1% market adjustment. Payment of this increase shall be
9 implemented in a lump sum payment made as soon as practical after the parties' full ratification of
10 this Agreement by multiplying the percentage increase times all wages earned in retro-eligible pay
11 codes (e.g., not to include one-time or flat payments such as clothing allowance) from January 1,
12 2021, through December 31, 2021, inclusive of those dates.

13 **Section 1(c). 2022, GWI.** Effective January 1, 2022, the base hourly wage rates in effect on
14 December 31, 2021, shall be adjusted in accordance with the Consumer Price Index for Urban Wage
15 Earners and Clerical Workers (CPI-W) for Seattle-Tacoma-Bellevue (the percentage increase from
16 June 2020 to June 2021), with no floor and no ceiling, which produces a wage increase, plus 1%
17 adjustment. If the timing of implementation of this increase requires any retroactive application,
18 payment of this increase shall be implemented in a lump sum payment in accordance with the method
19 outlined for 2021 in Section 1B of this article for all retro-eligible earnings.

20 **Section 1(d). 2023, GWI.** Effective January 1, 2023, the base hourly wage rates in effect on
21 December 31, 2022, shall be adjusted in accordance with the Consumer Price Index for Urban Wage
22 Earners and Clerical Workers (CPI-W) for Seattle-Tacoma-Bellevue (the percentage increase from
23 June 2021 to June 2022), with no floor and no ceiling, which produces a wage increase, plus 1%
24 adjustment. If the timing of implementation of this increase requires any retroactive application,
25 payment of this increase shall be implemented in a lump sum payment in accordance with the method
26 outlined for 2021 in Section 1B of this article for all retro-eligible earnings.

27 **Section 1(e).** The hourly wage rates for Paramedics assigned to a forty (40) hour workweek
28 position shall be the annual Paramedic salary (hourly rate X 2448) divided by 2080 hours per year as

1 reflected in the wage addendum, Addendum A.

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

8 **Section 1(g).** Paramedics assigned and working as Paramedic Shift Trainers shall receive a
9 premium of fifty dollars per bi-weekly pay period.

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

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

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

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

26 **Section 6. Uniform Allowance.** Each paramedic will receive an annual clothing allowance of
27 \$800.00, before appropriate individual payroll taxes, for the purchase of authorized uniform clothing.
28 The County will provide employees with a Class A Uniform at no cost to the employee and provide

1 reimbursement for items required due to a promotion at no cost to the paramedic, including
2 modifications to the Class A Uniform. Upon hire, Paramedic Interns will be provided with all
3 necessary uniforms to attend paramedic training at no cost to the employee. The County will
4 purchase the first KCM1 duty badge for employees. Paramedics can receive reimbursement for
5 personal protective eyewear to a limit of \$100 each calendar year. To be eligible for reimbursement
6 for eyewear, purchases must be substantiated by receipts. Maintenance of such uniforms is the
7 responsibility of the employee. Paramedics will be provided with personal protective equipment
8 (PPE), pursuant to King County Medic One Uniform Policy.

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

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

14 **ARTICLE 12: PARAMEDIC INTERN**

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

16 **Section 2. Pay Range.** Effective January 1, 2018, Paramedic Intern Hourly Pay Rate shall be
17 \$19.8987 per hour worked and shall be reflected in the Paramedic Intern Wage Addendum,
18 Addendum B. The Paramedic Intern classification shall be subject to the same general wage increases
19 as provided for under *Article 11, Sections 1B, 1C, and 1D* of this Agreement.

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

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

27 **Section 5. Employment Status.** It is understood by the parties that Paramedic Interns that fail
28 to complete their training (probation period) will be terminated from employment without recourse

1 under the grievance procedure of the Agreement. Furthermore, Paramedic Interns are at-will and will
2 not benefit by a progressive discipline or just cause standard.

3 **Section 6. Paid Leaves, Insured Benefits and Pension.** Paramedic Interns will be eligible
4 for paid leaves, insured benefits as provided a 40-hour Paramedic pursuant to applicable provisions of
5 the Agreement, and state provided pension benefits. Paramedic Interns will not however be
6 permitted to take paid leave except as approved by the County in emergent situations, or as required
7 by state law.

8 **ARTICLE 13: OVERTIME**

9 **Section 1.** All overtime shall be authorized by the Department Director or their designee.

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

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

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

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

28 **Section 5. Part-Time ALS Services.** These are defined as a paramedic providing pre-

1 approved ALS services in an otherwise off-duty situation. Part-Time ALS services shall be
2 compensated at one and one-half (1.5) times the regular hourly rate, for the actual time after dispatch
3 for ALS care or from the start of patient contact, whichever comes first, and shall terminate when the
4 employee has concluded their ALS duties related to the incident (e.g., patient care, patient charting,
5 restock). Part-time ALS service work shall not receive the three (3) hour callback minimum.

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

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

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

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

14 **Section 7.** Emergency work at other than the normal scheduled working hours, or special
15 scheduled work hours shall be credited as overtime. In the event this overtime work is accomplished
16 prior to the normal working hours and the employee subsequently works their regular shift, their
17 regular shift shall be compensated at regular time.

18 **Section 8.** Off duty court time required as a result of an employee's work assignment shall be
19 compensated at a minimum of two (2) hours at the overtime rate; said time to be computed from the
20 time the employee leaves their home for court, including any time spent securing evidence or other
21 material necessary for the court appearance, to the time they return to their home, such time to be
22 computed using the most direct route available.

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

27 **Section 10.** There shall be no practice of compensatory time earned except by mutual
28 agreement between the employee and the County. Compensatory time shall be earned at the rate of

1 one and one-half (1.5) times the regular rate.

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

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

7 Extra duty coverage opportunities (i.e., callbacks) may arise due to schedule vacancies created
8 by sick outages, uncovered furlough request, and special event standby and shall be filled pursuant to
9 the Medic One callback policy (“Callback Policy”). Extra duty coverage does not include Medic X
10 assignments.

11 The Callback Policy shall exist in the Standard Operating Guidelines, and may be updated
12 from time to time subject to mutual agreement with designated Union representatives. Should the
13 County and Union be unable to agree on updates to the Callback Policy, the parties agree to engage in
14 bargaining prior to implementation.

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

20 **ARTICLE 14: HOURS OF WORK**

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

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

28 **Section 3.**

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

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

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

28 Employees scheduled for a third-person shift may reschedule to another open shift and will

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

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

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

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

19 **Section 5.** Modification of the above work schedule shall be allowed, including a light duty
20 assignment when required by program needs, or upon request by any employee in the bargaining unit
21 wishing to work a modified work schedule, provided there is prior written agreement between the
22 County and the Employee and with the concurrence of the Union. Applicable benefits and
23 contractual obligations shall be prorated. Paramedics assigned to work a 40 hour shift on a temporary
24 basis shall be paid consistent with *Article 11, Section 5* of this agreement.

25 In the event of an emergency situation (one which cannot reasonably be anticipated through
26 the use of planning) resulting in an open shift, or portion of a shift, in the staffing of Paramedic units
27 or Shift Paramedic Supervisor positions, the procedures from *Article 13, Section 12* shall be utilized
28 in the order listed in that section. Being "Registered" shall mean having completed an off-shift

1 registration form or automated scheduling program in use making oneself available to work a shift or
2 portion of a shift. Call up policy shall dictate the precise procedures for filling a shift or portion of a
3 shift.

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

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

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

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

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

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

27 **Section 11. Daylight Savings Adjustment.** Employees who work a shift which spans the fall
28 daylight savings adjustment period will be paid for all time actually worked on that shift (including

1 the extra hour created by daylight savings adjustment). Employees working a shift which spans the
2 spring daylight savings time adjustment period will be paid for hours actually worked; however, such
3 employees will be permitted to use one hour of accrued furlough, vacation, or comp time, or may
4 remain at medic unit assignment for up to one (1) hour.

5 **ARTICLE 15: CONTINUING EDUCATION**

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

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

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

24 The parties share an interest in providing exceptional services to the citizens of King County.
25 Quality training is necessary to assure that such services are provided. The parties agree that the
26 number of CME credits required by the MPD and King County are subject to change. The parties
27 also understand that the specific courses required by King County, including but not limited to the
28 quality, content and quantity, location and scheduling of such courses, are subject to change. The

1 parties agree that such requirements and such changes are entirely at the discretion of King County,
2 and King County is under no obligation to bargain such changes, except as required by law. King
3 County will, of course, notify employees immediately of any change in CME requirements.

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

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

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

12 **a. Tuesday Series:**

13 King County Paramedic Training offers regular training on the first Tuesday of the month for
14 10 (ten) months of every year. This training is considered pre-approved and shall be compensated at
15 1-1/2 (one and one half) times the regular rate of pay for employee's who attend these courses on off-
16 duty status. Tuesday series is not approved for overnight accommodation under any circumstances.

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

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

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

1 the established budget for these events.

2 The intent of this language is that requests to attend “Pre-approved” classes are to be
3 expedited.

4 ***Section 2. Training that requires overnight accommodations.***

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

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

12 ***Section 3. Education Incentive.***

13 Additional courses not addressed above shall be reimbursed (not paid in advance) by the
14 Emergency Medical Services (EMS) Division for up to a maximum of \$2,500 (two thousand five-
15 hundred dollars) annually per employee subject to the availability of EMS funds. To qualify, the
16 employee must submit the request for course(s) in advance to be pre-approved by management. The
17 course(s) must be relevant to the position to include General University Required (GURs) courses
18 leading to a degree in a related field. Reimbursement will occur once the employee provides proof of
19 successful completion of the course(s).

20 ***Section 4. Continuing Education.***

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

25 **ARTICLE 16: MSO PROMOTIONAL PROCESS AND SELECTION**

26 ***Section 1. Introduction.*** Every three (3) years the County shall provide a testing process
27 (“MSO Test”) that objectively and comprehensively assesses skills necessary for promotion to
28 Paramedic Supervisor. The terms of Article 16 are intended to and do constitute the entire MSO

1 promotional and selection process. Paramedic Supervisor positions shall be classified as either
2 Medical Services Officer Shift Supervisor (Shift MSO), Medical Services Officer Division
3 Supervisor (DS MSO), or Medical Services Officer Operations/Administrative Supervisor
4 (Ops/Admin MSO). The radio identifiers for the MSO positions shall be as follows: The Shift MSO
5 position shall be MSO 1, the DS MSO positions shall be MSO 3, 4, and 10, and the Ops/Admin MSO
6 position shall be MSO 2.

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

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

18 Paramedics and Paramedic Supervisors that intend to participate in the MSO Test (“MSO Test
19 Participants”) shall communicate their intent to participate and their intent to be ranked on the
20 Administrative MSO list (i.e. Ops/Admin MSO and DS MSO) or Shift MSO list (i.e., Shift MSO) or
21 both not less than thirty (30) calendar days prior to the MSO Test. MSO Test Participants shall not
22 have the opportunity to add themselves to a list after the thirty (30) day notification deadline.

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

28 Text and reference materials that are appropriate and which may be used for study purposes

1 shall be maintained by the County and shall be made available to each individual who wishes to
2 prepare for the examination no less than sixty (60) calendar days prior to the MSO Test.

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

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

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

19 ***Section 3. Test Development and Administration.*** Examinations shall be developed by an
20 independent testing service and administrated by the County. The County and the Union shall each
21 designate at least two (2) representatives and no more than six (6) representatives for the Union or the
22 County (“Test Design Team”), to attend the administration of any examination to record and report
23 any inconsistencies during the testing. The Union and the County shall have an equal number of
24 representatives. The Test Design Team shall be informed by the independent testing service,
25 concurrently and in the same forum, prior to the MSO Test date as to the format of testing and the
26 expected rules of conduct for the participants. The Test Design Team shall work in good faith to
27 approve the format and rules of conduct and, once approved, the County shall notify the MSO Test
28 participants in writing with this information no less than sixty (60) calendar days prior to the MSO

1 Test. Any members of the Test Design Team or individuals involved in approving content or
2 direction that in any way influences the MSO Test shall not be MSO Test Participants.

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

14 The Test Design Team shall attempt to select examiners from outside of King County and/or
15 the KCM1 Services Area. The Test Design Team shall have the right to exclude/deny participation
16 of any evaluator(s), which are not acceptable to the representatives. The MSO Test will contain a
17 scored peer evaluation or other performance appraisal which will be developed by the Test Design
18 Team.

19 The County and the Union will continue to work together to develop a SIMM Lab or Tactical
20 Exercise Simulator providing for practical training and repeating practice for candidates for the MSO
21 position. This lab will be conceptually similar to the SIMM Lab used for Battalion Chiefs for large
22 scale incidents, but would be specific for the Medical MSO promotional test. The lab would involve
23 a series progression of three different levels of complexity, growing from simple to complex set of
24 issues. The goal would be to allow a learning lab for candidates to practice interaction and manage
25 complex scenarios (e.g., Duck/Bus Crash in September 2015) or mass shootings to better prepare for
26 the assessment center process.

27 **Section 5. Test Scoring.** After all candidates have completed the MSO Test and the result of
28 the exam is known by the test contractor, the score results should be provided by the contractor to

1 each candidate for their review. The test results should be transmitted electronically and/or by mail
2 to each candidate. The test scores should not be ranked at this time because scores and ranking may
3 be changed due to candidate test challenges. Each candidate shall have (14) calendar days after the
4 test results are sent to dispute any specific test score received per Section 6 of this Article. After any
5 and all test challenges have been decided by the test contractor, the contractor will transmit candidate
6 scores to EMS in ranked order.

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

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

24 ***Section 6. Dispute Resolution.*** Promotional Test candidates shall have fourteen (14) calendar
25 days after the test results are sent electronically to dispute any specific test score received. The
26 candidate must submit test challenges in writing to the test contractor and explicitly identify what
27 questions they are challenging. The candidate should also provide a copy to EMS Management
28 (Chief and HR) of the questions/components challenged. The contractor will be responsible for

1 rendering a decision about the challenge. The contractor shall provide an email decision about the
2 challenge to the candidate, the Union President, and EMS Management.

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

7 ***Section 7. Shift MSO Selection.***

8 a. In the event of a permanent vacancy in the Shift MSO classification, the top four
9 candidates on the Shift MSO list (may include Admin MSOs) (“Promotional Group”) will first be
10 asked by the Chief/designee if they wish to be considered for promotion to fill the vacancy.

11 Candidates must respond within seven (7) calendar days after receipt of notice. If one or more of
12 these top four candidates indicates they are *not* interested or does not respond, the next ranked
13 candidate(s) on the Shift MSO list will be added to the Promotional Group and the disinterested
14 candidates will be removed from the Promotional Group to ensure four candidates are considered
15 (assuming four or more candidates remain on the Shift MSO list).

16 b. After the Promotional Group has been established, the County shall have discretion
17 to conduct interviews with all of the candidates in the Promotional Group or not to conduct
18 interviews with any of the candidates in the Promotional Group. If the County decides to conduct
19 interviews, the County shall schedule interviews in the following manner: (1) All candidates in the
20 Promotional Group shall be offered the opportunity to interview at a reasonable time and day for the
21 candidate or when the candidate is scheduled for work; (2) each interview shall be scheduled for the
22 same time duration; and, (3) candidates shall be asked the same or similar interview questions, and
23 these questions shall be made available to the Union and candidates at least five (5) calendar days
24 prior to the interviews.

25 c. The County shall have the ability to utilize the “Rule of Fours” to select one of the
26 four interested candidates in the Promotional Group to fill a vacant (or anticipated vacant) Shift MSO
27 position, provided the anticipated vacancy is prior to the MSO list expiration. In the event a
28 promotional position is not vacated as anticipated for any reason, the selected candidate will be

1 returned to their former position upon notice by the County. The selection authority under the “Rule
2 of Fours” means the County has discretion to promote any one of the candidates in the Promotional
3 Group regardless of their rank order on the Shift MSO List. In the event that the promotional list is
4 exhausted, the County shall select a voluntary interim appointment with at least five (5) years of
5 service as a King County Medic One Paramedic or Paramedic Supervisor to serve only until the next
6 promotional test is completed and a new promotional list is established. This interim appointment
7 shall not become a permanent promotion.

8 **d.** Permanent promotions to the Shift MSO position shall be filled by the County in no
9 more than thirty (30) calendar days from the time the position is permanently vacant.

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

15 ***Section 8. DS MSO and Ops/Admin MSO Selection (Admin MSO).***

16 _____ **a.** In the event of a permanent vacancy in the DS MSO and Ops/Admin MSO (i.e.,
17 MSO2, MSO3, MSO4, and MSO10), the top four candidates on the Admin MSO list (“Promotional
18 Group”) will first be asked by the Chief/designee if they wish to be considered for promotion or
19 transfer (from Admin MSO) to fill the vacancy. Candidates must respond within seven (7) calendar
20 days after receipt of notice. If one or more of these top four candidates indicates they are *not*
21 interested or does not respond, the next ranked candidate(s) on the Admin MSO list will be added to
22 the Promotional Group and the disinterested candidates will be removed from the Promotional Group
23 to ensure four candidates are considered (assuming four candidates remain on the list).

24 **b.** After the Promotional Group has been established, the County shall have discretion
25 to conduct interviews with all the candidates in the Promotional Group or not to conduct interviews
26 with any of the candidates in the Promotional Group. If the County decides to conduct interviews, the
27 County shall schedule interviews in the following manner: (1) All candidates in the Promotional
28 Group shall be offered the opportunity to interview at a reasonable time and day for the candidate or

1 when the candidate is scheduled for work; (2) each interview shall be scheduled for the same time
2 duration; and, (3) candidates shall be asked the same or similar interview questions, and these
3 questions shall be made available to the Union and candidates at least five (5) calendar days prior to
4 the interviews.

5 Additionally, the County may convene the Test Design Team to work together to develop an
6 evaluation process focused on the knowledge, skills, and abilities (KSA) required for a particular
7 Admin MSO position. If a KSA evaluation process is available, the County may also ask all of the
8 candidates in the Promotional Group to participate in this evaluation process. If the County decides to
9 conduct KSA evaluations, the County shall schedule KSA evaluations in the following manner: (1)
10 All candidates in the Promotional Group shall be offered the opportunity to participate in the KSA
11 evaluations at a reasonable time and day for the candidate or when the candidate is scheduled for
12 work; (2) each KSA evaluation shall be scheduled for the same time duration; and, (3) candidates
13 shall participate in the same or similar KSA evaluation, and the KSA evaluation shall be made
14 available to the candidates at least (5) calendar days prior to the KSA evaluation.

15 c. The County shall then have the ability to utilize the “Rule of Fours” to select one of
16 the interested candidates in the Promotional Group to fill the vacant (or anticipated vacant) Admin
17 MSO position, provided the anticipated vacancy is prior to the MSO list expiration. The selection
18 authority under the “Rule of Fours” means the County has discretion to promote any one of the
19 candidates in the Promotional Group regardless of their rank order on the Admin MSO List. In the
20 event that the promotional list is exhausted, the County shall select a voluntary interim appointment
21 with at least five (5) years of service as a King County Medic One Paramedic or Paramedic
22 Supervisor to serve only until the next promotional test is completed and a new promotional list is
23 established. This interim appointment shall not become a permanent promotion.

24 d. After a promotional candidate is selected, the County may choose to assign the
25 candidate to train and perform duties associated with the new position as part of succession planning.
26 If the employee is assigned to perform supervisory level duties, the employee shall receive a 5%
27 working-out-of-classification pay premium above their regular rate for actual hours worked
28 performing the supervisory level duties. Any overtime earned while working-out-of-classification

1 will include the 5% premium. Paid leave (e.g., furlough leave, bereavement) while working-out-of
2 classification shall be at the rate of the employee’s base position (without the 5% working-out-of
3 classification pay premium). In the event the promotional position is not vacated as anticipated for
4 any reason, the selected candidate will be returned to their former position upon notice by the
5 County.

6 e. Permanent promotions to the Admin MSO shall be filled by the County in no more
7 than thirty (30) calendar days from the time the position is vacant.

8 f. In the event that a current Admin MSO is unable to perform their duties in the
9 Admin MSO capacity, for any reason, for more than thirty (30) calendar days, the County shall place
10 any interested candidate from the Admin MSO promotional list into the temporary assignment
11 utilizing the Rule of Fours in selection. As soon as the permanent Admin MSO returns to duty, the
12 interim Admin MSO shall be returned to their former position.

13 **Section 9. Acting MSOs.** Acting Shift MSO assignments shall be offered to the top four (4)
14 ranked individuals from the Shift MSO list that are not currently Administrative Paramedic
15 Supervisors. Individuals that do not accept the assignment of Acting Shift MSO shall be removed
16 from the promotional list and the County shall offer the Acting Shift MSO assignment to the next
17 ranked individual on the Shift MSO list that are not currently Administrative Paramedic Supervisors.
18 The “Rule of Fours” does not apply to the Acting Shift MSO position. When a promotional list is
19 replaced as a result of a new promotional test, Acting MSO assignments may change due to the new
20 ranked list. The Acting MSOs from the expiring list may continue in their acting assignments until
21 their replacement(s) have completed their orientation process.

22 Each Acting Shift MSO shall be given a minimal opportunity of forty eight (48) hours per
23 month to perform all duties associated with the Shift MSO position provided that the acting
24 opportunity does not conflict with year in advance furlough. The County shall utilize the Acting
25 Shift MSOs to replace or supplement Paramedic Supervisors due to temporary
26 illness/disability/special projects and furlough in accordance with King County Medic One OT
27 policy, procedures and the Agreement. These Acting Shift MSOs shall be paid at the rate consistent
28 with their Acting assignment (and years of service). Paramedics-in-training for the Acting Shift

1 MSO assignment shall be paid their customary rate.

2 In the event of a permanently vacant Acting Shift MSO assignment the next ranked individual
3 on the current Shift MSO list shall be offered the Acting Shift MSO assignment. If that individual
4 declines to take the Acting Shift MSO position, they shall be removed from the current Shift MSO
5 list.

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

15 **ARTICLE 17: GRIEVANCE PROCEDURE**

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

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

23 **Section 1. Definition.**

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

26 **Section 2. Procedure.**

27 **Step 1** - The employee and their representative shall reduce a grievance to writing, outlining
28 the facts as they are understood, specifying the article and section of the contract that has been

1 violated and the remedy that is sought and present the grievance to the Operations Manager or
2 Division Manager in their absence, and to the union president, within fourteen (14) calendar days of
3 the occurrence of the event. The Operations Manager shall gain all relevant facts and shall attempt to
4 adjust the matter and notify the employee within ten (10) business days of grievance filing. If a
5 grievance is not pursued to the next level within ten (10) business days, it shall be presumed resolved.

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

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

16 **Step 4** - Either the County or the Union may request arbitration within thirty (30) calendar
17 days of conclusion of Step 3, and must specify the exact question that it wishes arbitrated. The
18 parties shall then select a third disinterested party to serve as an arbitrator. In the event that the
19 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
20 seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) or the
21 American Arbitration Association. The arbitrator will be selected from the list by both the County
22 representative and the Union, each alternately striking a name from the list until one name remains.
23 The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a
24 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

28 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear

1 the cost of any witnesses and representatives appearing on that party's behalf. Court reporter's fees
2 shall be borne by the party requesting same.

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

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

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

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

11 **ARTICLE 18: USE OF COUNTY BULLETIN BOARDS AND ELECTRONICS**

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

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

24 **ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

3 **ARTICLE 20: WORK STOPPAGE AND COUNTY PROTECTION**

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

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

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

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

1 **ARTICLE 21: REDUCTION-IN-FORCE**

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

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

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

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

21 **ARTICLE 22: CONFERENCE BOARD**

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

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

8 **ARTICLE 23: EMPLOYEE BILL OF RIGHTS**

9 *Section 1.*

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

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

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

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

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

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

9 **ARTICLE 24: MEDICAL DIRECTOR'S PROBATION**

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

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

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

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

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

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

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

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

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

9 **ARTICLE 25: HELICOPTER OPERATIONS**

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

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

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

26 **Section 2. Staffing.**

27 a. Staffing of the unit will be defined by agreement between KCM1 and KCSO, with
28 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

1 considered temporary and does not represent a promotion.

2 ***Section 6. Discipline.***

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

7 **ARTICLE 26: MISCELLANEOUS**

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

11 ***Section 2. Jury Duty.*** An employee shall suffer no monetary loss while on jury duty. The
12 amount of any compensation derived from jury duty during the employee's normal work schedule,
13 except for transportation allowance, shall be deducted from the gross pay due the employee for such
14 period. An employee who is scheduled to work their regular shifts while on jury duty shall not be
15 required to report to work on any day when jury duty, including travel time, requires three or more
16 hours of attendance. An employee shall be relieved of regular duties a minimum of twelve (12) hours
17 prior to reporting to jury duty. It is the responsibility of the employee to notify the County prior to
18 reporting to jury duty, and times when they will be needed in court.

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

23 ***Section 4. Probation.*** All Paramedic Interns shall be in a probationary status for the duration
24 of their internship. The probationary period for newly certified Paramedics shall be one (1) year from
25 the date of certification by the certifying authority. A one (1) year probationary period shall apply to
26 new Supervisors. A six (6) month probationary period shall apply to lateral new hires from other
27 King County paramedic provider groups unless these new employees have less than one (1) year's
28 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.

1 **ARTICLE 29: DURATION**

2 This agreement, inclusive of all Addendums, shall become effective upon ratification by the
3 King County Council and shall be effective from January 1, 2021 through December 31, 2023,
4 consistent with the agreement of the parties. No provisions shall be applied retroactively, except as
5 where expressly provided otherwise. Provisions subject to retroactive pay application to January 1,
6 2021, as follows: General Wage Increases (Article 11, Section 1B, 1C, 1D); Education Incentive
7 (Article 15, Section 3); and, Uniform Allowance (Article 11, Section 6).

8

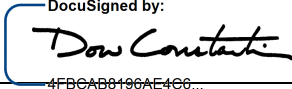
9 APPROVED this 26 day of August, 2021.

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By: 
4FBCAB8196AE46C...

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King County Executive

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SIGNATORY ORGANIZATION:

19


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8/12/2021

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21 Steven Perry
22 President
International Association of Fire Fighters, Local 2595

Date

23

24

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26

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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 - 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:		AND 5.0% MSO-2 Operations Premium	3.5% Non-Shift Differential	
	Base + Longevity	Base + Longevity	3.5% Non-Shift Differential	Base + Longevity	Base + Longevity	3.5% Non-Shift Differential			
Upon Certification	\$36.8390	\$43.3567	\$1.5175	\$43.4239	\$51.1066	\$1.7887	\$53.6619	\$1.8782	Upon Certification
0.5 years	\$39.8893	\$46.9466	\$1.6431	\$47.0195	\$55.3383	\$1.9368	\$58.1052	\$2.0337	0.5 years
1.5 years	\$42.2357	\$49.7082	\$1.7398	\$49.7854	\$58.5936	\$2.0508	\$61.5233	\$2.1533	1.5 years
2.5 years	\$44.5821	\$52.4697	\$1.8364	\$52.5512	\$61.8487	\$2.1647	\$64.9411	\$2.2729	2.5 years
3.5 years	\$46.9286	\$55.2314	\$1.9331	\$55.3171	\$65.1040	\$2.2786	\$68.3592	\$2.3926	3.5 years
4 years	\$47.8672	\$56.3360	\$1.9718	\$56.4235	\$66.4061	\$2.3242	\$69.7264	\$2.4404	4 years
5 years	\$47.8672	\$56.3360	\$1.9718	\$56.4235	\$66.4061	\$2.3242	\$69.7264	\$2.4404	5 years
6 years	\$47.8672	\$56.3360	\$1.9718	\$56.4235	\$66.4061	\$2.3242	\$69.7264	\$2.4404	6 years
7 years	\$47.8672	\$56.3360	\$1.9718	\$56.4235	\$66.4061	\$2.3242	\$69.7264	\$2.4404	7 years
8 years	\$47.8672	\$56.3360	\$1.9718	\$56.4235	\$66.4061	\$2.3242	\$69.7264	\$2.4404	8 years
9 years	\$48.8058	\$57.4407	\$2.0104	\$57.5298	\$67.7081	\$2.3698	\$71.0935	\$2.4883	9 years
10 years	\$48.8058	\$57.4407	\$2.0104	\$57.5298	\$67.7081	\$2.3698	\$71.0935	\$2.4883	10 years
11 years	\$48.8058	\$57.4407	\$2.0104	\$57.5298	\$67.7081	\$2.3698	\$71.0935	\$2.4883	11 years
12 years	\$48.8058	\$57.4407	\$2.0104	\$57.5298	\$67.7081	\$2.3698	\$71.0935	\$2.4883	12 years
13 years	\$48.8058	\$57.4407	\$2.0104	\$57.5298	\$67.7081	\$2.3698	\$71.0935	\$2.4883	13 years
14 years	\$49.7443	\$58.5452	\$2.0491	\$58.6361	\$69.0102	\$2.4154	\$72.4607	\$2.5361	14 years
15 years	\$49.7443	\$58.5452	\$2.0491	\$58.6361	\$69.0102	\$2.4154	\$72.4607	\$2.5361	15 years
16 years	\$49.7443	\$58.5452	\$2.0491	\$58.6361	\$69.0102	\$2.4154	\$72.4607	\$2.5361	16 years
17 years	\$49.7443	\$58.5452	\$2.0491	\$58.6361	\$69.0102	\$2.4154	\$72.4607	\$2.5361	17 years
18 years	\$49.7443	\$58.5452	\$2.0491	\$58.6361	\$69.0102	\$2.4154	\$72.4607	\$2.5361	18 years
19 years	\$50.6829	\$59.6499	\$2.0877	\$59.7425	\$70.3123	\$2.4609	\$73.8279	\$2.5840	19 years
20 years	\$50.6829	\$59.6499	\$2.0877	\$59.7425	\$70.3123	\$2.4609	\$73.8279	\$2.5840	20 years
21 years	\$50.6829	\$59.6499	\$2.0877	\$59.7425	\$70.3123	\$2.4609	\$73.8279	\$2.5840	21 years
22 years	\$50.6829	\$59.6499	\$2.0877	\$59.7425	\$70.3123	\$2.4609	\$73.8279	\$2.5840	22 years
23 years	\$50.6829	\$59.6499	\$2.0877	\$59.7425	\$70.3123	\$2.4609	\$73.8279	\$2.5840	23 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 - 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:		AND 5.0% MSO-2 Operations Premium	3.5% Non-Shift Differential	
	<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>			
24 years	\$51.6214	\$60.7544	\$2.1264	\$60.8488	\$71.6144	\$2.5065	\$75.1951	\$2.6318	24 years
25 years	\$51.6214	\$60.7544	\$2.1264	\$60.8488	\$71.6144	\$2.5065	\$75.1951	\$2.6318	25 years
26 years	\$51.6214	\$60.7544	\$2.1264	\$60.8488	\$71.6144	\$2.5065	\$75.1951	\$2.6318	26 years
27 years	\$51.6214	\$60.7544	\$2.1264	\$60.8488	\$71.6144	\$2.5065	\$75.1951	\$2.6318	27 years
28 years	\$51.6214	\$60.7544	\$2.1264	\$60.8488	\$71.6144	\$2.5065	\$75.1951	\$2.6318	28 years
29 years	\$52.5600	\$61.8591	\$2.1651	\$61.9552	\$72.9165	\$2.5521	\$76.5623	\$2.6797	29 years
30 years	\$52.5600	\$61.8591	\$2.1651	\$61.9552	\$72.9165	\$2.5521	\$76.5623	\$2.6797	30 years

cba Code: 280

ADDENDUM B - 2021-2023

Union Code: O1

2.01% increase in 2021

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

Job Class Code	PeopleSoft Job Code	Classification	Year	Hourly Rate
3304200	330702	Paramedic Intern	2021	\$21.4445
3304200	330702	Paramedic Intern	2022	TBD
3304200	330702	Paramedic Intern	2023	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 agreed to the Joint Labor Management Insurance Committee of Unions HRA-VEBA Agreement (JLMIC HRA-VEBA Agreement). The purpose of this Memorandum of Agreement is to add an additional HRA-VEBA plan option in 2(c) of this Agreement available to eligible retirees in this bargaining unit beyond those stated in the JLMIC HRA-VEBA Agreement.

2. 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 JLMIC HRA-VEBA Agreement.

A. 35% sick leave cash out at retirement.

B. 35% sick leave and 50% furlough/vacation leave (50% to an 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.

3. HRA-VEBA Plan Election. The bargaining unit has elected Option 2(c) above until modified by bargaining unit election and pursuant to the process in the JLMIC HRA-VEBA Agreement. Option 2(c) provides eligible retirees:

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

¹ HRA-VEBA rules and terms are set forth in the 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.

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.

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

1 four may be approved for the Retiree VEBA Plan year. Prospective Participants must be eligible to
2 voluntarily retire from employment under the LEOFF and/or PERS statute. If more than three (four
3 if the KCM1 Chief approves) requests are received for participation in the Retiree VEBA Plan in
4 April each year, priority will be given to employees who have the highest sum of age and years of
5 service with King County Medic One. The KCM1 Chief will provide notice in May each year to all
6 applicants about whether or not they have been accepted into the Retiree VEBA Plan. Applicants not
7 accepted into the Retiree VEBA Plan shall not be required to retire on the date specified in their
8 Retirement Letter. If an accepted Participant drops out, the County may add an original applicant
9 that was not selected providing the terms of the Agreement otherwise can be satisfied.

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

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

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

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

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

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

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28 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 their sole discretion. Any decision by the
KCM1 Chief to accept or deny a modified retirement date shall not be subject to the grievance procedure.

1 **4. EMPLOYER VEBA CONTRIBUTION AMOUNT.** The Retiree VEBA Plan is a
2 voluntary incentive program and does not include a direct cash payment. Instead, it consists of the
3 County contributing \$21,944 into an approved retiree’s VEBA account subsequent to their date of
4 retirement. The effective date of this change for retroactive pay purposes is June 18, 2021. The
5 Retiree VEBA Plan contribution may be in addition to other VEBA Plan benefits selected by the
6 bargaining unit, including the cash out of accrued vacation and sick leave into VEBA. The Retiree
7 VEBA Plan contribution payment will occur after the Participant’s final paycheck.

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

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

ADDENDUM E
Memorandum of Agreement

By and Between

King County

and

International Association of Fire Fighters, Local 2595

Paramedic Ebola Response & Paramedic Benefits

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

- 13 ➤ The donning and doffing of applicable gear.
14

15 **2.** If a paramedic is exposed or contracts Ebola during the scope of his/her duties, the County
16 shall provide continued health benefit coverage for the paramedic throughout the entire course of the
17 disease (from the preventative prophylactics to symptom abatement including any sequela).
18

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

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

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

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

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

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

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

15
16 **4.** The Union and the County will meet as necessary to discuss any other issues related to
17 their role in the County's Ebola response to the extent that they affect hours, wages and working
18 conditions including the implementation of a County mandated quarantine of paramedics.

19
20 **5.** The parties acknowledge that this agreement is subject to the dynamic nature of the
21 County's Ebola Response plan and any new science and information that affects such plan. It is
22 agreed that the County and the Union will meet to discuss the Response Plan and where practicable,
23 the County will endeavor to involve knowledgeable SME of the Union to provide direct input into
24 planning and implementation of the Plan with final authority vesting with the County.

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.

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2 **b.** When KCM1 paramedics on VI determine a patient requires ALS care, both paramedics
3 shall provide that care consistent with the dual paramedic King County EMS model. When a patient
4 requires, in the opinion of the paramedics, paramedic attended transport to a hospital via medic unit,
5 the KCM1 paramedics and VIFR EMT aid crew will provide a “split” paramedic crew transport on
6 the ferry. The split transport means that one VIFR EMT and one KCM1 paramedic will provide the
7 off island transport on the ferry, leaving one KCM1 paramedic and one EMT on the island to respond
8 to a second call. The purpose of the split paramedic crew transport plan is to minimize the situations
9 where no paramedics are physically present on Vashon Island to respond to ALS calls.

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

18 **SECTION B**

19 **VI Shift Premium for Paramedics.**

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

22
23 **ii. VI Shift Premium.** When KCM1 shift paramedics, Shift MSOs, Acting MSOs, and Admin
24 MSOs are assigned to work a paramedic shift on VI, they shall receive an 10% shift premium for all
25 actual hours worked on Vashon Island.

26 **iii. Premium Eligibility.** To be eligible for the 10% VI Shift Premium, the paramedic must be
27 assigned to work a paramedic shift on a medic vehicle. The VI Shift Premium shall be in addition to
28 any other shift premiums paid. For example, a paramedic eligible to receive the Field Training

1 Officer (FTO) premium while working a paramedic shift on VI would be eligible to receive their
2 applicable hourly wage rate plus VI Shift Premium 10% plus FTO Premium 5%.

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4 **Medic Services Officer (MSO).**

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

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

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

15
16 1. The MSO classification update process/impact bargaining has concluded and King
17 County Council has ratified this Agreement, or;

18 2. The EMS Director (or designee) formally notifies MSOs in writing to commence
19 planning the merger of VI services into KCM1.

20
21 **SECTION C**

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

25 **VIFR Personnel Transition.** VIFR paramedics that meet KCM1 employment standards will be
26 provided a transition option to King County employment.
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1 **Bargaining Obligation.** All County bargaining obligations related to the merger of Vashon ALS
2 services into KCM1 are fulfilled by the terms of this Agreement, except the parties agree that impact
3 bargaining related to the specific topic of the VIFR Personnel Transition details may still occur. The
4 parties further understand that not all issues are foreseeable with the KCM1 Vashon merger. Either
5 party may request to discuss a new issue not addressed by this Agreement or during the impact
6 bargaining process and work toward mutually agreeable solutions.

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

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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.

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2 **2. Paid Leave.**

3 **a. Paid Leave (Vacation and Sick Leave) - Accrual.** Upon hire to King County,
4 VIFR Medics will be subject to the paid leave rules in the Collective Bargaining Agreement between
5 King County and IAFF, Local 2595 (2595 CBA) and relevant King County policies, except as
6 explicitly agreed otherwise in this Agreement. Given the unique circumstances of the Vashon service
7 integration and resulting employment change for VIFR Medics, the County is willing to agree based
8 on mutual consent with the Union to allow VIFR Medics to accrue paid leave based on their
9 University of Washington - Harborview Paramedic Training certification date rather than employed
10 years of service with KCM1.

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

14
15 **(1)** For 2017 only, all vacation requested from current KCM1 paramedics and
16 the VIFR Medics will be granted as “Vacation Approved” in Telestaff, except for the Holidays listed
17 in Article 9, Section 2(b) of the 2595 CBA.

18 **c. Paid Leave - Balances.** All vacation and sick leave accrual by VIFR Medics shall
19 be transferred intact, hour for hour, from VIFR to King County. For example, if VIFR Medic has
20 100 hours of vacation and 100 hours of sick leave on his last day of VIFR employment, he will have
21 100 hours of vacation and 100 hours of sick leave added to his paid leave accruals upon entry to King
22 County employment without a loss to his compensation.

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

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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.

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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.

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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

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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.

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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.

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

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

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

15 The prospective wage and accrual adjustments will be determined by using the table below consistent
16 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

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

27
28 **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

1 Agreement with the Union is unique to the circumstances of the Vashon service integration and is not
2 intended to establish precedent. The Union and the County agree these terms are intended to
3 supersede any other prior Agreements or understandings between the parties if a conflict exists with
4 the explicit terms of this Agreement. Additionally, the CBA between King County and IAFF, Local
5 2595 and/or relevant King County policies are intended to provide supplemental information
6 concerning the terms and conditions of employment with King County, but are intended to be
7 superseded if they conflict with this Agreement.
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