

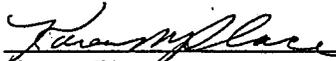
12637

Memorandum of Agreement  
between  
King County  
and  
International Federation of Professional and Technical Engineers  
Local 17 (AFL-CIO)  
Transit Division Supervisors

The parties, King County (employer) and International Federation of Professional and Technical Engineers (union) agree to the following in conjunction with wage rates:

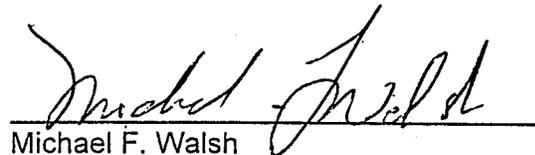
Effective January 1, 1997, the base wage rates for the employees covered by this agreement shall be increased by 2.7%.

Dated this 2nd day of January, 1997.



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Karen Place  
Business Representative  
IFPTE, Local 17



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Michael F. Walsh  
Labor Negotiator  
King County

January 13, 1996  
28000196.DOC

LARRY PHILLIPS  
BRIAN DERDOWSKI GREG NICKELS  
Introduced by LARRY GOSSETT

Proposed No. 97-047

ORDINANCE NO. 12638

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AN ORDINANCE approving and adopting the amended Collective Bargaining Agreement negotiated by and between King County and International Association of Fire Fighters, Local 2595, representing employees in the Health Department, Emergency Medical Services Division; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and International Association of Fire Fighters, Local 2595, representing employees in the department of public health, emergency medical services division and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1995, through and including December 31, 1997.

INTRODUCED AND READ for the first time this 21<sup>st</sup> day of

January, 1997.

PASSED by a vote of 13 to 0 this 3<sup>rd</sup> day of

February, 1997.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hogue  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

APPROVED this 13 day of February, 1997.

Gerald A. Peterson  
King County Executive

Attachment:  
Collective Bargaining Agreement

cc: Labor Relations, OHRM

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

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

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

8        *Section 2.* It shall be a condition of employment that all regular employees shall  
9 become members of the union and remain members in good standing. Timely payment of  
10 regular union dues will constitute membership in good standing for the purpose of this article.

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

14        Provided, that employees with a bona fide religious objection to union membership  
15 and/or association based on the bona fide tenets or teachings of a church or religious body of  
16 which such employee is a member shall not be required to tender those dues or initiation fees  
17 to the Union as a condition of employment. Such employee shall pay an amount of money  
18 equivalent to regular union dues and initiation fee to a nonreligious charity mutually agreed  
19 upon between the public employee and the Union. The employee shall furnish written proof  
20 that payment to the agreed upon nonreligious charity has been made. If the employee and the  
21 union cannot agree on the nonreligious charity, the Public Employment Relations Commission  
22 shall designate the charitable organization. It shall be the obligation of the employee  
23 requesting or claiming the religious exemption to show proof to the Union that he/she is  
24 eligible for such exemption.

25        All initiation fees and dues paid either to the Union or charity shall be for nonpolitical  
26 purposes.  
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1           **Section 3. Dues deduction.** Upon receipt of written authorization individually signed  
2 by a bargaining unit employee, the County shall have deducted from the pay of such employee  
3 the amount of dues as certified by the secretary of I.A.F.F., Local 2595, and shall transmit the  
4 same to the treasurer of Local 2595.

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

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

13           **Section 5.** The County will transmit to the Union a current listing of all employees in  
14 the bargaining unit within thirty (30) days of request for same but not to exceed twice per  
15 calendar year. Such list shall include the name of the employee, classification, and salary.  
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**ARTICLE 3: MANAGEMENT RESPONSIBILITIES**

The Union recognizes that the Emergency Medical Services Division has the obligation of serving the public with the highest quality of medical care, efficiently and/or economically meeting medical emergencies. The Union further recognizes the right of the Emergency Medical Services Division to operate and manage the division including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote and discharge employees for just cause, provided, however, the Emergency Medical Services Division reserves the right to discharge any employee deemed to be incompetent based upon reasonably related job criteria and exercised in good faith; to lay off employees for lack of work, to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies; provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management function. All matters not covered by the language of this Agreement shall be administered by the Emergency Medical Services Division in accordance with such policies and procedures as it from time to time shall determine.

**ARTICLE 4: FURLOUGH DAYS**

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

<b>Years of Continuous Service from Date of Certification</b>	<b>Monthly Credit</b>	<b>Equivalent Annual Furlough Credit</b>
An employee will receive 108 hours of furlough credit upon completion of six (6) months of continuous service.		
More than six (6) months but less than three (3) years of continuous service	18 hours	(216 hours) 9 24-hour shifts
Less than twelve (12) years of continuous service. More than three (3) years of continuous service.	22 hours	(264 hours) 11 24-hour shifts
Twelve (12) years or more of continuous service	26 hours	(312 hours) 13 24-hour shifts

Furlough accumulation in excess of 576 hours must be used by year-end or it will be cashed out at 100% of the current year's wage rate.

*Section 1A.* Paramedic Supervisors assigned to a 40-hour workweek shall accrue vacation time off with pay at the following schedule:

<b>Years of Service</b>	<b>Monthly Vacation Credit</b>	<b>Annual Vacation Credit</b>	<b>Maximum Accumulation Allowed</b>
0-3 years	6.66 hours per month	80 hours	480 hours
4-12 years	10 hours per month	120 hours	480 hours
12+ years	13.33 hours per month	160 hours	480 hours

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

3 **Section 2.** Paramedics employed by King County on October 1, 1979, shall have years  
4 of continuous service computed from the date upon which each entered the Paramedic Training  
5 Program which resulted in their present employment.

6 **Section 3.**

7 a. By August 25 of the preceding year, management shall provide a year-long  
8 schedule to the Union.

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

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

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

18 **Section 4.**

19 a. There shall be a maximum limit of four (4) furlough shifts granted for the same  
20 work shift, provided, however, that during the period of October 1 through December 31 there  
21 shall be a maximum limit of five (5) furlough shifts granted for the same work shift. The  
22 maximum limits shall be waived in granting unscheduled furlough during the year when the  
23 shift is covered by means of transferring hours from a third-person shift or from the unassigned  
24 Medic X pool. There shall be a labor/management meeting annually, in the first week of  
25 September, to review and adjust these maximum limits as necessary.  
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1           b.       If four or more consecutive shifts of furlough are scheduled, no x-shifts shall be  
2 assigned after the last regularly scheduled working day prior to scheduled days off through the  
3 period to the next regularly scheduled working day following the scheduled shifts off.

4           c.       Any furlough scheduled prior to an unscheduled transfer shall be honored or  
5 rescheduled. If furlough cannot be honored or rescheduled, the employee will be compensated  
6 at the overtime rate of pay (1.5) for any canceled furlough.

7           d.       Furlough that has not been scheduled according to the procedures outlined in  
8 Section 3 of this agreement will be granted on a first come, first served basis by the Division  
9 Manager or his/her designee, provided that the furlough can be covered on a voluntary basis  
10 with hours from an unassigned Medic X or scheduled third-person shift. If the request for  
11 unscheduled furlough cannot be covered in this manner, then it may be granted by the Division  
12 Manager or his/her designee (again with coverage on a voluntary basis). Unscheduled  
13 furlough may be taken in one-hour increments with a minimum of three hours (the three (3)  
14 hour minimum shall not apply to early relief). In addition, if the Paramedic or Shift Paramedic  
15 Supervisor commits to year in advance scheduling of 75% or more of their annual furlough  
16 accrual (rounded to the nearest whole shift), he/she may use the residual, or up to 72 hours, in  
17 the form of Special Request Furlough, provided that voluntary coverage can be found.  
18 Further, the usage of Special Request Furlough of this type shall be limited to 48 hours in a  
19 trimester. All Special Request Furlough is non-accruable. The experience of 1996 shall be  
20 reviewed in December to determine if policy modifications are called for. The Employer and  
21 the Union shall be involved in this review.

22           e.       For PERS I employees, at the time of retirement, the County will pay, at 100%  
23 of the current wage rate, a maximum of 240 hours of furlough accumulation to the retiring  
24 employee. Furlough accumulation in excess of 240 hours must be used by the employee  
25 pursuant to this Article prior to the date of retirement or it will be lost.  
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1 f. The annual furlough schedule submitted by the Union shall contain a minimum  
2 number of furlough shifts scheduled each trimester. A ratio of: number of Paramedics plus  
3 Shift Paramedic Supervisors/ 31 X 75 shall determine this minimum. Such minimum shall be  
4 lowered to a number reached by mutual agreement of the Employer and the Union in those  
5 trimesters when new employees are restricted by contract from utilizing furlough. The Union  
6 will assign furlough shifts if the minimums are not met. Furlough shifts granted after  
7 December 1, pursuant to Section 4(d) above, will not be counted toward furlough shift  
8 minimums.

9 **Section 5.** Paramedic Supervisors assigned to a 40-hours workweek shall observe the  
10 following holidays:

- 11 1. January 1, New Year's Day
- 12 2. Memorial Day
- 13 3. July 4
- 14 4. Labor Day
- 15 5. Thanksgiving Day
- 16 6. Christmas Day

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

1 **ARTICLE 5: CONTINUING EDUCATION**

2       **Section 1.** It shall be the responsibility of all paramedic personnel to meet the State of  
3 Washington's requirements for continuing medical education. Meeting such requirements shall  
4 be a condition of continued employment. To maintain certification as a Physician Trained  
5 Mobile Intensive Care Paramedic, each paramedic must have fifty (50) hours of continuing  
6 education annually, approved by the E.M.S. Division Manager and the County Medical  
7 Program Director, based upon the recommendation of the local Medical Director. Failure to  
8 comply with the above shall be cause for disciplinary action.

9       **Section 2.** Continuing medical education termed Designated shall consist of the King  
10 County E.M.S. Division and Harborview Paramedic continuing medical education series. The  
11 remaining hours of continuing education necessary to meet the annual requirement of fifty (50)  
12 hours shall be from sources approved by the King County Emergency Medical Services  
13 Division. The E.M.S. Division shall identify approved sources for obtaining the required  
14 hours in the categories set forth below, but shall not be responsible for the employee's  
15 attainment of the necessary hours.

16 Category 1 - Formal lectures and instruction directly related to emergency medical services.

17 Category 2 - Formal lectures and instruction directly related to the health care field but not  
18 specifically related to emergency medical services.  
19

20       The E.M.S. Division shall provide additional sources for maintaining invasive skill  
21 requirements.

22       **Section 3.** Paramedic employees shall be compensated for all Designated continuing  
23 medical education at the applicable hourly rate. Continuing medical education mandated by  
24 the Employer shall be compensated at the overtime rate.

25       Paramedics that have attained at least thirty (30) hours of King County E.M.S. Division  
26 Paramedic continuing medical education series and Harborview Paramedic Training continuing  
27 medical education series hours, three (3) months before the end of the certification year, and  
28

1 are deficient by at least ten (10) hours of the fifty (50) hours of continuing medical education  
2 required annually, shall be paid the FLSA applicable rate (up to a maximum of 15 hours) for  
3 attending previously approved Category I continuing medical education as required to meet the  
4 fifty (50) hour minimum: provided the paramedic employee was unable to accumulate at least  
5 40 hours by the above date because of their work schedule and/or a disability which  
6 substantially interfered with their ability to attain the hours.

7 *Section 4.* Employees shall not be compensated for study time.  
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1 **ARTICLE 6: SICK LEAVE**

2 *Section 1A.* Every regular full-time employee shall accrue sick leave benefits at a  
3 monthly rate of 9.6 hours per month for each month in County service; except that sick leave  
4 shall not begin to accrue until the first of the month following the month in which the  
5 employee commenced employment. The employee is not entitled to sick leave if not  
6 previously earned.

7 *Section 1B.* Paramedic Supervisors assigned to a forty hour work week shall accrue  
8 sick leave benefits at a rate of 8 hours per month for each month of County service.

9 *Section 2.* No employee shall earn sick leave credit during a month in which the  
10 employee is absent without authorization or absent without pay more than one (1) full twenty-  
11 four (24) hour shift.

12 *Section 3.* Sick leave may be used in one-half hour increments, at the discretion of the  
13 division manager or department director.

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

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

- 18
- 19 a. Employee illness;
  - 20 b. Noncompensable injury of an employee (e.g., those injuries generally not  
21 eligible for worker's compensation payments);
  - 22 c. Family or Medical Leave as provided by King County ordinance;
  - 23 d. Employee exposure to contagious diseases and resulting quarantine;

24 Sick leave may be used for medical, dental or optical appointments only in cases of  
25 emergency. Otherwise such appointments shall be scheduled during off-shift hours.

26 Department management is responsible for the proper administration of this benefit.

1 Verification of illness from a licensed physician may be required for any requested sick leave  
2 absence.

3 **Section 6.** Separation from county employment, except by reason of retirement or  
4 layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently  
5 accrued to the employee. Should the employee resign in good standing and return to the  
6 county within two years, accrued sick leave shall be restored.

7 **Section 7.** County employees who have at least five (5) years county service and retire  
8 as a result of length of service or who terminate by reason of death shall be paid an amount  
9 equal to twenty-five percent (25%) of their unused, accumulated sick leave, to a maximum of  
10 two hundred eighty-eight (288) hours. All payments shall be based on the employee's base  
11 rate.

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

15 **Section 9. Family Care and Death**

16 a. Regular full-time employees shall be entitled to 24 hours of bereavement leave  
17 a year due to death of members of their immediate family. For purposes of this section,  
18 "immediate family" shall be limited to the children, parents, grandparents, siblings and spouse  
19 of the employee.

20 b. Regular full-time employees who have exhausted their bereavement leave shall  
21 be entitled to use sick leave in the amount of 24 hours for each instance when death occurs to a  
22 member of the employee's immediate family.

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

25 d. In cases of family care or death where no sick leave benefit is authorized or  
26 exists, an employee may be granted furlough or leave without pay.  
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1 e. In the application in any of the foregoing provisions, furlough or regular days  
2 off falling within the prescribed period of absence shall not be charged.

3 f. Employees shall be entitled to Family Care Leave as further provided by King  
4 County ordinance.

5 **Section 10.** An employee who is unable to perform his/her regularly assigned duties  
6 because of injury or illness that is not incapacitating may accept an assignment by the Division  
7 Manager or his/her designee to other tasks necessary to the operation of the paramedic  
8 program. Employees accepting such assignments shall work no more than eight hours per day  
9 and shall be compensated for all such hours at his/her straight-time hourly rate in lieu of sick  
10 leave benefits. The difference in the hours worked in the special assignment and the normal  
11 scheduled hours of work shall be charged to sick leave so that the semi-monthly paycheck shall  
12 reflect the same salary as if assigned to normal duties.

13 **Section 11.** Special Sick Leave: Thirty-six (36) hours of sick leave, non-cumulative,  
14 annually renewing, will be placed in a sick leave bank after an employee has exhausted all  
15 regular sick leave.  
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**ARTICLE 7: WAGE RATES**

*Section 1A.* It shall be the intent and purpose of the Employer and the Union to use the All Cities CPI-W (September to September) standard for this and future wage contracts. Further, the Union acknowledges an impact on the Employer due to a previous court ruling on the FLSA 7k exemption and agrees to a waiver of 3.5 (three and one-half) % (of parity) of the regular wages negotiated by comparing I.A.F.F. 2595's wages to comparables agreed upon by both parties. It shall be the intent and purpose of the Union to abide by this waiver in future negotiations barring change in either the court's interpretation of the 7k exemption or the hours worked per week by the employee group as a whole.

*Section 1b.* The hourly wage rates for Paramedics shall be as set forth below:

Date	Upon Certification	6 mos	18 mos	30 mos	42 mos	72 mos	10 yrs	15 yrs
1-1-95	16.1717	16.9942	17.8374	18.7199	19.6430	19.9377	20.4361	20.8448

Effective on January 1, 1996, the base wage rates as set forth above shall be increased by 90% of the CPI-W All Cities Index (September 1994 - September 1995) with a maximum increase of six (6) percent but no less than two (2) percent.

Effective on January 1, 1997, the base wage rates as set forth above shall be increased by 90% of the CPI-W All Cities Index (September 1995 - September 1996) with a maximum of increase of six (6) percent but no less than two (2) percent.

*Section 2.* The hourly wage rates for Paramedic Supervisors assigned to a 40-hours workweek position shall be the annual Paramedic salary (hourly rate X 2496 hours) + 10%, divided by 2080 hours per year.

*Section 3.* The hourly wage rates for Paramedic Supervisors assigned to 24-hour shifts shall be the applicable Paramedic hourly wage rates set forth in Section 1, plus 10%.

1 **ARTICLE 8: OVERTIME**

2       **Section 1.** Except as otherwise provided in this Agreement, all employees shall receive  
3 one and one-half (1 1/2) times the regular hourly rate for hours worked in excess of forty (40)  
4 hours per week.

5       **Section 1A.** Shift Paramedic Supervisors may be assigned to cover nonsupervisory  
6 Paramedic vacancies during their regular hours of work at straight time. It is intended that use  
7 of the Shift Paramedic Supervisors in this circumstance will be of a temporary nature,  
8 normally not to exceed four (4) hours. Forty hour (non-shift) Paramedic Supervisors may be  
9 assigned to cover Shift Paramedic Supervisor vacancies during the forty (40) hour week at  
10 forty (40) hour straight time. It is intended that this use of forty hour Paramedic Supervisors  
11 will be of a temporary nature, normally not to exceed four (4) hours. If available or assigned  
12 to fill a nonsupervisory vacancy outside of their regular hours, compensation is at time-and-a-  
13 half of their regular wage rate. Paramedic Supervisors may request compensatory time off in  
14 lieu of overtime pay.

15       **Section 2.** A minimum of three (3) hours at the overtime rate shall be allowed for each  
16 callout. Where such overtime exceeds three (3) hours, the actual hours worked shall be  
17 allowed at the overtime rate, except: employees called out to perform paramedic duties in  
18 outlying areas of King County as part of a fire department response team, shall be compensated  
19 at one and one-half (1 1/2) times the regular hourly rate, for the actual time worked (and shall  
20 not receive the three (3) hour minimum).

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

23       **Section 4.** Emergency work at other than the normal scheduled working hours, or  
24 special scheduled work hours shall be credited as overtime. In the event this overtime work is  
25 accomplished prior to the normal working hours and the employee subsequently works his/her  
26 regular shift, his/her regular shift shall be compensated at regular time.  
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1           **Section 5.** Off duty court time required as a result of an employee's work assignment  
2 shall be compensated at a minimum of two (2) hours; said time to be computed from the time  
3 the employee leaves his/her home for court, including any time spent securing evidence or  
4 other material necessary for the court appearance, to the time he/she returns to his/her home,  
5 such time to be computed using the most direct route available.

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

10           **Section 7.** There shall be no practice of compensatory time off except by mutual  
11 agreement between the employee and the employer. Compensatory time shall be earned at the  
12 rate of one and one-half (1 1/2) times the regular rate.

13           **Section 8.** Hold-over time worked as an extension of a regular working shift shall be  
14 paid at time and one-half (1 1/2) the regular hourly rate to the next even one-half hour time  
15 period.

1 **ARTICLE 9: HOURS OF WORK**

2 *Section 1.* The working hours of employees affected by this Agreement shall be the  
3 equivalent of forty-eight (48) hours per week (2,496 on an annualized basis).

4 *Section 2.*

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

8 b. The work schedule for paramedics shall be as follows: One (1) 24-hour shift on, one  
9 (1) 24-shift off, one (1) 24-hour shift on, followed by five (5) consecutive 24-hour periods off.  
10 The above cycle is repeated ad infinitum, except that twelve (12) additional 24-hour shifts will  
11 be worked in a calendar year, for a total number of one hundred and four (104) shifts every  
12 calendar year, provided that implementation of the above schedule within a calendar year  
13 period may result in the scheduling of either more or less than 12 additional shifts in order to  
14 arrive at the total of 104 shifts within the calendar year period. These regular and extra shifts  
15 shall not be scheduled in such a manner as to cause the employee to work more than three (3)  
16 shifts (72 hours) in any eight-day (192 hour) period, provided that no more than four (4) Medic  
17 X shifts be scheduled in any sixty (60) consecutive day period; provided further that no more  
18 than two (2) Medic X shifts be scheduled in any consecutive thirty (30)-day period during the  
19 calendar year unless there is mutual agreement by both parties. To the extent an employee's  
20 furlough interferes with the scheduling of that employee's Medic X shifts, management may  
21 request that employee to work Medic X shifts at more frequent intervals. Medic X shifts shall  
22 not be assigned on the following days for the purpose of filling furlough requests without the  
23 written agreement of the employee assigned: Easter, July 4, Thanksgiving Day, Christmas Eve,  
24 and Christmas Day. The employees agree to hold management free of liability for failure to  
25 assign a Medic X shift to cover a furlough request for any of the above days.  
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1 c. The Employer shall establish a pool of unassigned Medic X shifts that cannot be  
2 assigned except as third-person shifts due to contractual restrictions on Medic X scheduling or  
3 an absence of open and/or scheduled furlough shifts. This pool shall contain up to a maximum  
4 of two times the number of Paramedics employed at the time of the assignment of Medic X  
5 shifts. Individual Paramedics shall be given no more than two unassigned Medic X shifts each  
6 and these shall be distributed as evenly as possible among the four platoons. Dates of open  
7 shifts will be offered as illness, disability, scheduled and unscheduled furlough, or the  
8 departure of an employee create open shifts. Paramedics with unassigned Medic X shifts shall  
9 choose a date or dates from those offered to complete their contractual requirements in Article  
10 9, Section 2b. The Employer shall review the unassigned Medic X pool at least quarterly and  
11 shall use the following formulas, if necessary, to reduce the number of unassigned Medic X  
12 shifts (UMXSs) in the pool to meet the limits set forth below:

13 April 1: The Employer shall assign as third-person shifts the difference, if any,  
14 between  $\frac{1}{3}$  of the number of UMXSs in the December 1 pool and the number of UMXSs  
15 worked and scheduled as of this date.

16 July 1: The Employer shall assign as third-person shifts the difference, if any, between  
17  $\frac{2}{3}$  of the number of UMXSs in the December 1 pool and the number of UMXSs worked and  
18 scheduled as of this date.

19 October 1: Assign the remaining UMXSs to third-person shifts if there are no open  
20 shifts.

21 The above third-person assignments shall be scheduled so as not to interfere with  
22 employees' scheduled furloughs.

23 d. Throughout the year the Employer shall offer Paramedics assigned third-person  
24 shifts the option of transferring to an open shift as these become available. Employees will be  
25 credited six additional hours of furlough for each 24 hours worked as a result of transfer of  
26 third-person shifts to other days with open shifts. Incentive furlough will be credited January 1  
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1 of the subsequent year. In order to promote flexibility in scheduling unassigned Medic X shifts,  
2 or rescheduling third-person shifts, partial increments of 24-hours shifts may be utilized by  
3 mutual agreement of both parties.

4 **Section 3.** Modification of the above work schedule shall be allowed when required by  
5 program needs, or upon request by any employee in the bargaining unit wishing to work a  
6 modified work schedule, provided there is prior agreement between the Employer and the  
7 Employee and with the concurrence of the Union. Applicable benefits and contractual  
8 obligations shall be prorated.

9 In the event of an emergency situation (one which cannot reasonably be anticipated  
10 through the use of planning) involving the staffing of Paramedic units, the following  
11 procedures shall be utilized in the order as listed:

- 12 a. Use available on-duty third person Paramedics.
- 13 b. Solicit coverage from the unassigned Medic X pool and/or the transfer of a third  
14 person Medic X shift from another day to the open shift, provided that a  
15 Paramedic who refuses to use hours from his/her unassigned Medic-X pool or to  
16 transfer a third-person Medic-X shift from another day will be ineligible to  
17 work the shift or portion of the shift at the overtime rate and shall have the  
18 refusal count as a "no" on the off-shift availability list.
- 19 c. Assign an available off-shift Paramedic to the shift and compensate for at the  
20 rate of time and one-half.
- 21 d. Assign an available off-shift Paramedic Supervisor to the shift and compensate  
22 at the rate of time and one-half.
- 23 e. Utilize a part-time or temporary Paramedic.

24 **Section 3A.** In the event of an open shift, or portion of a shift, involving the  
25 Shift Paramedic Supervisor position, the following procedures shall be utilized in the  
26 order as listed:  
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- 1 a. Solicit coverage from the unassigned Shift Paramedic Supervisor's Medic-X  
2 pool or transfer of a third-person Shift Paramedic Medic-X pool shift from  
3 another day to the open shift, provided that a Shift Paramedic Supervisor who  
4 refuses to use hours from his/her unassigned Medic-X pool or to transfer a  
5 third-person Medic-X shift from another day will be ineligible to work the shift  
6 or portion of the shift at the overtime rate and shall have the refusal counted as a  
7 "no" on the off-shift availability list.
- 8 b. Solicit coverage for the shift from an available off-shift, Shift Paramedic  
9 Supervisor and compensate at the rate of time and one-half.
- 10 c. Assign an Acting Shift Paramedic Supervisor from the same shift and  
11 compensate at the applicable premium rate (110%) and backfill his/her position,  
12 or on holidays listed in Article 9, Section 2b or from 1700 hours Friday to 2100  
13 hours Sunday, assign a 40 hour Paramedic Supervisor and compensate at the  
14 rate of time and one-half.
- 15 d. Solicit coverage from an off-shift Acting Shift Paramedic Supervisor's  
16 unassigned Medic-X pool and/or the transfer of a third-person Medic-X shift  
17 from another day to the open shift, provided that an Acting Shift Paramedic  
18 Supervisor who refuses to use hours from his/her unassigned Medic-X pool or  
19 to transfer a third-person Medic-X shift from another day will be ineligible to  
20 work the shift or portion of the shift at the overtime rate and shall have the  
21 refusal counted as a "no" on the off-shift availability list.

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

3 **Section 5.** The employer agrees to an Early Relief program for all employees covered  
4 by this Agreement. Early relief is to be provided by means of trade on a position-for-position  
5 basis, with an appropriate entry in the log.

6 **Section 6.** Training and drill hours for two (2) person Primary Response Crews shall  
7 be from one (1) hour after shift change and for twelve (12) hours thereafter. The total number  
8 of scheduled hours for Training and Drill shall not normally exceed four (4) hours per shift for  
9 Primary Response Crew. For purposes of this section, training is defined to include those  
10 subjects that pertain to Advanced Life Support as defined in RCW 18.71 as may be amended.

11 **Section 7.** Employees shall not be required to perform duties not related to Primary  
12 Response requirements and readiness between the hours of 2200 hours and shift changes.  
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1 **ARTICLE 10: BENEFITS**

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

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

15       **Section 3.**

16       a. Employees who qualify for state industrial insurance payments due to a temporary  
17 total disability shall receive a disability supplement as described below.

18       b. The disability supplement shall be an amount which, when added to the state  
19 industrial insurance payment, will result in the employee receiving the same pay as he or she  
20 would have received for full-time active service, taking into account that industrial insurance  
21 payments are not subject to federal income or social security taxes.

22       c. One-half of the disability supplement shall be paid by the Employer. One-half of  
23 the disability supplement shall be charged against the accrued leave of the employee. In  
24 computing the charge, accumulated leave shall be converted to a money equivalent based on  
25 the regular monthly salary of the employee, before deduction and excluding overtime pay.  
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1 d. The disability supplement shall continue for as long as the employee is receiving  
2 state industrial insurance payments, to a maximum of six months.

3 e. While an employee is receiving a disability supplement, the employee, subject to the  
4 approval of his or her treating physician, shall perform such light duty tasks as the Employer  
5 may require. The County may require that a physician of its choice provide a second opinion  
6 as to the availability for light duty of any employee receiving a disability supplement.

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

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

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

1 **ARTICLE 11: MISCELLANEOUS**

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

5 *Section 2.* All employees who have been authorized to use their own transportation on  
6 County business shall be reimbursed at the rate established by ordinance of King County  
7 Council.

8 *Section 3.*

9 a) Employees who are elected to serve on the Union negotiating committee shall be  
10 allowed time off from duty to attend negotiating meetings with the County provided, however,  
11 that the total cumulative time expended during negotiations does not exceed two (2) hours at  
12 County expense for every one (1) hour of negotiations, and provided further, that prior  
13 approval is granted by the division manager.

14 b) Employees representing the Union shall be permitted time-off with pay to attend  
15 Union conferences, seminars, classes and other functions of importance to the Union, provided  
16 that the Union provides an acceptable replacement for the position, and that the wage cost to  
17 the Employer is no greater than the cost that would have been incurred had the Union  
18 representative not taken time-off. The Union shall also provide the Employer written notice at  
19 least 48 hours before the event (unless an emergency, wherein verbal notice shall be followed  
20 by written confirmation) and shall compensate the Employer for overtime costs if the  
21 scheduled replacement fails to show for reasons other than ill health.

22 *Section 4.* The Department administration shall afford union employee representatives  
23 a reasonable amount of time while on duty to consult with appropriate management officials  
24 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  
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1 spent on such activities shall be recorded by the Union representative on a time sheet provided  
2 by the supervisor. Union representatives shall guard against use of excessive time in handling  
3 such responsibilities.

4 **Section 5.** Paramedics will be provided with protective clothing. Personal property,  
5 uniforms and/or clothing damaged in the line of duty will be repaired or replaced at Division  
6 option and expense to a maximum, annual, cumulative cost of \$250.00.

7 In addition, each paramedic will have available an annual clothing allowance of  
8 \$350.00 (\$500.00 for 1995 only due to the changeover to new uniforms from which to receive  
9 reimbursement for purchase of uniforms specified by the Division. Paramedics can receive  
10 reimbursement for personal protective eyewear. To be eligible for reimbursement, purchases  
11 must be for Division approved uniforms and must be substantiated by receipts. Maintenance of  
12 such uniforms is the responsibility of the employee.

13 **Section 6.**

14 a. The employee and/or a representative may examine the employee's personnel  
15 files in the offices of the agency if the employee so authorizes in writing. Material placed into  
16 the employee's files relating to job performance or personal character shall be brought to his or  
17 her attention prior to placement in the file. The employee may challenge the propriety of  
18 including it in the files. If, after discussion, management retains the material in the file, the  
19 employee shall have the right to insert contrary documentation into the file. If the affected  
20 employee believes that a deficiency has been corrected, he or she may request, in writing, to  
21 have a review of the documentation included in his/her file. Unauthorized persons shall not be  
22 given access to employee files or other personal data relating to the employee. The Manager  
23 of Emergency Medical Services will determine staff authorized for access to personnel files  
24 and a record of access shall be maintained.  
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1           b.       Employees may, upon written request to local area medical directors, examine  
2 any materials and/or files related to the employees medical performance which said area  
3 medical directors may be maintaining.

4           **Section 7.** If the Union acquires access to the LEOFF retirement system, the parties  
5 agree to reopen negotiations that might be needed to facilitate the conversion process. This  
6 reopener does not bind either party to incorporate new language to this contract. Negotiations  
7 shall convene within ninety (90) days of the effective date of the legislation.

8           **Section 8.** The probationary period for new employees shall be one (1) year from the  
9 date of hire by King County. A six (6) month probationary period shall apply to lateral new  
10 hires from other King County paramedic provider groups unless these new employees have  
11 less than one (1) year's experience with the previous Paramedic provider group. Dismissal  
12 from employment during or at the end of the probationary period shall conform to the  
13 established King County Process for Probationary Dismissals.

## ARTICLE 12: GRIEVANCE PROCEDURE

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

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

### *Section 1. Definition*

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

### *Section 2. Procedure*

*Step 1* - A grievance shall be verbally presented by the aggrieved employee, and his/her representative if the employee wishes, within fourteen (14) calendar days of the occurrence of such grievance, to the employee's immediate supervisor. The immediate supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within five (5) working days. If a grievance is not pursued to the next level within ten (10) working days, it shall be presumed resolved.

*Step 2* - If, after thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee and his/her representative shall reduce the grievance to writing, outlining the facts as they are understood, specifying the article and section of the contract that has been violated and the remedy that is sought. The written grievance shall then be presented to the division manager for investigation, discussion and written reply. The division manager shall make his/her written decision available to the aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher level within ten (10) working days, it shall be presumed resolved.

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

5           *Step 4* - Either the County or the Union may request arbitration within thirty (30) days  
6 of conclusion of Step 3, and must specify the exact question which it wishes arbitrated. The  
7 parties shall then select a third disinterested party to serve as an arbitrator. In the event that the  
8 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel  
9 of seven arbitrators furnished by the American Arbitration Association. The arbitrator will be  
10 selected from the list by both the County representative and the Union, each alternately striking  
11 a name from the list until one name remains. The arbitrator, under voluntary labor arbitration  
12 rules of the Association, shall be asked to render a decision promptly and the decision of the  
13 arbitrator shall be final and binding on both parties.

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

17           The arbitrator's fee and expenses shall be borne equally by both parties. Each party  
18 shall bear the cost of any witnesses appearing on that party's behalf. Court reporter's fees shall  
19 be borne by the party requesting same.  
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21           No matter may be arbitrated which the County by law has no authority over, has no  
22 authority to change, or has been delegated to any civil service commission or personnel board  
23 as defined in RCW 41.56, 1967 Laws of the State of Washington.  
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1           There shall be no strikes, cessation of work or lockout during such conferences or  
2 arbitration.

3           Time restrictions may be waived by consent of both parties.

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

1 **ARTICLE 13: BULLETIN BOARDS**

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

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1 ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

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

6           Alleged violations of this article may be pursued through Step 3 of Article 12 Section 2  
7 (Grievance Procedure), but shall not be subject to Step 4 (Arbitration).

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1 ARTICLE 15: SAVINGS CLAUSE

2           Should any part hereof or any provision herein contained be rendered or declared  
3 invalid by reason of any existing or subsequently enacted legislation or by any decree of a  
4 court of competent jurisdiction, such invalidation of such part or portion of this Agreement  
5 shall not invalidate the remaining portions hereof; provided, however, upon such invalidation  
6 the parties agree to meet and negotiate such parts or provisions affected. The remaining parts  
7 or provisions shall remain in full force and effect.  
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**ARTICLE 16: WORK STOPPAGE AND EMPLOYER PROTECTION**

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

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

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

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

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1 **ARTICLE 17: WAIVER CLAUSE**

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

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

7       Employees laid off in accordance with the provisions of this article will be eligible for  
8 rehire into positions of the same classification in the inverse order of layoff, provided they  
9 have a current paramedic certification.

10       *Section 2.* Employees entering County employment as of October 1, 1979, shall have  
11 their seniority date established from date of original certification as a Paramedic.  
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1 **ARTICLE 19: CONFERENCE BOARD**

2       There shall be a Conference Board consisting of three (3) Paramedics named by the  
3 Union and three (3) Representatives of the Employer. (Any of the six (6) members may be  
4 replaced by an alternate from time to time.) The Conference Board shall meet quarterly or  
5 more frequently as determined by the Conference Board and shall consider and discuss matters  
6 of mutual concern pertaining to the improvement of the delivery of Paramedic services and the  
7 welfare of the employees. The purpose of the Conference Board is to deal with matters of  
8 general concern as opposed to individual complaints of employees; provided, however, it is  
9 understood that the Conference Board shall function in a consultative capacity and shall not be  
10 considered as a decision making body. Accordingly, the Conference Board will not discuss  
11 grievances properly the subject of the procedure outlined in Article XIV, except to the extent  
12 that such discussion may be useful in suggesting improved Employer policies. Either the  
13 Union representatives or the Employer representatives may initiate discussion of any subject of  
14 a general nature affecting the operations of the Employer or its employees. An agenda  
15 describing the issue(s) to be discussed shall be prepared by the initiating party and distributed  
16 at least ten (10) days in advance of each meeting and minutes shall be kept.  
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