



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 9, 2002

Ordinance 14405

Proposed No. 2002-0226.1

Sponsors Constantine and Pullen

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and International Association of Fire Fighters,
4 Local 2595 (Paramedics, Emergency Medical Services)
5 representing employees in the department of public health;
6 and establishing the effective date of said agreement.

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9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King
11 County and International Association of Fire Fighters, Local 2595 representing
12 employees in the department of public health and attached hereto is hereby approved and
13 adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2001, through December 31, 2003.
16

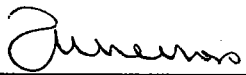
Ordinance 14405 was introduced on 6/3/2002 and passed by the Metropolitan King
County Council on 7/8/2002, by the following vote:

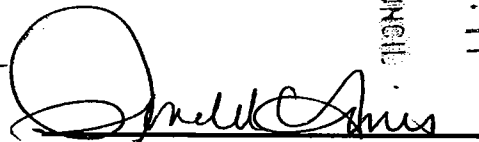
Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett,
Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 1st day of July 2002 
Ron Sims, County Executive

RECEIVED
2002 JUL 15 PM 1:11
CLERK
KING COUNTY COUNCIL

Attachments A. Agreement Between International Association of Fire Fighters Local 2595, and
King County, B. Wage Addendum (Appendix A, Appendix B)

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

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

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

8 **Section 2.** It shall be a condition of employment that all regular employees shall become
9 members of the union and remain members in good standing. Timely payment of regular union dues
10 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 this
12 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 and/or
15 association based on the bona fide tenets or teachings of a church or religious body of which such
16 employee is a member shall not be required to tender those dues or initiation fees to the Union as a
17 condition of employment. Such employee shall pay an amount of money equivalent to regular union
18 dues and initiation fee to a charitable organization mutually agreed upon between the public employee
19 and the Union. The employee shall furnish written proof that payment to the agreed upon charity has
20 been made. If the employee and the union cannot agree on the nonreligious charity, the Public
21 Employment Relations Commission shall designate the charitable organization. It shall be the
22 obligation of the employee requesting or claiming the religious exemption to show proof to the Union
23 that he/she is eligible for such exemption.

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

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

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

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

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

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

1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 The Union recognizes that the County has the obligation of serving the public with the highest
3 quality of medical care, efficiently and/or economically meeting medical emergencies. The Union
4 further recognizes the right of the County to operate and manage the division including but not
5 limited to the right to require standards of performance and to maintain order and efficiency; to direct
6 employees and to determine job assignments and working schedules; to determine the materials and
7 equipment to be used; to implement improved operational methods and procedures; to determine
8 staffing requirements; to determine the kind and location of facilities; to determine whether the whole
9 or any part of the operation shall continue to operate; to select and hire employees; to develop and
10 modify classification specifications of employees; to promote and transfer employees; to discipline,
11 demote and discharge employees for just cause, provided, however, the County reserves the right to
12 discharge any employee deemed to be incompetent based upon reasonably related job criteria and
13 exercised in good faith; to lay off employees for lack of work, to recall employees; to require
14 reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies;
15 provided that such rights shall not be exercised so as to violate any of the specific provisions of this
16 Agreement.

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

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

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:

Years of Continuous Service from Date of Certification	Monthly Credit	Equivalent Annual Furlough Credit
Upon completion of Harborview Medical Training, an employee will receive 108 hours of furlough credit.		
Six (6) months to three (3) years of continuous service.	18 hours	(216 hours) 9 24-hour shifts
More than three (3) years but less than twelve (12) years of continuous service.	22 hours	(264 hours) 11 24-hour shifts
More than twelve (12) years of continuous service.	26 hours	(312 hours) 13 24-hour shifts
More than twenty (20) years of continuous service.	30 hours	(360) 15 24-hour shifts
More than twenty five (25) years of continuous service.	34 hours	(408) 17 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 and Paramedics assigned to a 40-hour workweek for one calendar month or more shall accrue vacation time off with pay at the following schedule:

Years of Service	Monthly Vacation Credit	Annual Vacation Credit	Maximum Accumulation Allowed
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
More than twenty (20) years of continuous service.	16 hours per month	192 hours	480 hours
More than twenty five (25) years of continuous service.	19.33 hours per month	232 hours	480 hours

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

6 **Section 3.**

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

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

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

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

17 **Section 4.**

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

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

28 c. Any furlough scheduled prior to an unscheduled transfer shall be honored or

1 rescheduled. If furlough cannot be honored or rescheduled, the employee will be compensated at the
2 overtime rate of pay of time and one-half (1-1/2) for any canceled furlough.

3 d. Furlough that has not been scheduled according to the procedures outlined in
4 Section 3 of this Article will be granted on a first come, first served basis by the Division Manager or
5 his/her designee, provided that the furlough can be covered on a voluntary basis with hours from an
6 UMX or scheduled third-person shift. If the request for unscheduled furlough cannot be covered in
7 this manner, then it may be granted by the Division Manager or his/her designee (again with coverage
8 on a voluntary basis). Unscheduled furlough may be taken in one-hour increments with a minimum
9 of three hours (the three (3) hour minimum shall not apply to shift change). In addition, if the
10 Paramedic or Shift Paramedic Supervisor commits to year in advance scheduling of 75% or more of
11 their annual furlough accrual (rounded to the nearest whole shift), he/she may use the residual, or up
12 to 72 hours, in the form of Special Request Furlough, provided that voluntary coverage can be found.
13 Further, the usage of Special Request Furlough of this type shall be limited to 48 hours in a trimester.
14 All Special Request Furlough is non-accruable.

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

19 f. The annual furlough schedule submitted by the Union shall contain a minimum
20 number of furlough shifts scheduled each trimester. A ratio of: number of Paramedics/Paramedic
21 Shift Supervisor/30 X 75 shall determine this minimum. Such minimum shall be lowered to a
22 number reached by mutual agreement of the Employer and the Union in those trimesters when new
23 employees are restricted by contract from utilizing furlough. The Union will assign furlough shifts if
24 the minimums are not met. Furlough shifts granted after December 1, pursuant to Section 4(d) above,
25 will not be counted toward furlough shift minimums.

26 **Section 5.** Paramedic Supervisors and Paramedics assigned to a 40-hour workweek for one
27 calendar month or more shall observe the following holidays:

- 28 1. January 1, New Year's Day

- 1 2. Presidents Day
- 2 3. Memorial Day
- 3 4. July 4
- 4 5. Labor Day
- 5 6. Thanksgiving Day
- 6 7. Christmas Day
- 7 8. Personal Holidays pursuant to Personnel Guidelines

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

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1 **ARTICLE 5: CONTINUING EDUCATION**

2 **Section 1.** It is the responsibility of all paramedic personnel to meet the University of
3 Washington School of Medicine Harborview Medical Center requirements for continuing medical
4 education. Meeting these requirements is a condition of employment necessary to maintain the
5 employee's certification as a Physician Trained Mobile Intensive Care Paramedic in King County
6 Washington.

7 The EMS Division is responsible to provide or identify sufficient opportunities to assist the
8 employee in attaining fifty (50) hours of continuing medical education (CME) annually and other
9 mandated continuing education (CE). The EMS Division Manager, the County Medical Program
10 Director and the Local Medical Director must approve these hours. Failure to comply with the above
11 shall be cause for disciplinary action.

12 **Section 2.** Certified Paramedic employees, when attending CME off-shift, shall be
13 compensated at the overtime rate for a maximum of 50 hours per recertification year. These hours
14 must include the mandatory CME requirements listed in Section 3 (Mandated CME) below,
15 combined with Section 3 (Optional Approved CME). Employer mandated CE will be compensated at
16 the overtime rate when attended off-shift. The King County Operations Manager (Medic One MSA)
17 shall have final approval authority over compensation for hours that fall outside of the requirements
18 listed on Section 3.

19 **Section 3.**

20 **Mandated CME**

21 Mandatory continuing medical education shall consist of the courses, testing and hours
22 necessary to meet the recertification requirements listed below:

- 23 • Current Healthcare Provider Card (HCP) or CPR Instructor Card.
- 24 • Current Advanced Cardiac Life Support (ACLS) Card.
- 25 • Current Pediatric Advanced Life Support (PALS) Card or Pediatric Education for
26 Pre-hospital Professionals (PEPP) Card.
- 27 • Attendance at the HMC Tuesday Series Lectures with 9 hours/year being a
28 minimum requirement; no yearly maximum.

- The minimum skills requirements for “Skills Maintenance”.
- The minimum requirements for “Practical Skills Evaluation”, including the Airway Lab.
- Attendance of a minimum 2 hours CME each year devoted to pediatrics and infectious disease prevention as per WAC 246-947-085.

Optional Approved CME

All HMC Tuesday Series Lectures, Paramedic Training Core Curriculum classes at HMC, and King County EMS/Medic One CME when attended off shift is approved for overtime compensation. These classes will be included in the annual 50 hour CME maximum.

Employer mandated CE

Employer mandated CE will not be included in the 50-hour annual CME maximum.

Section 4. The Medical Director may approve other sources of CME and compensation may be approved on a case-by-case basis for:

- Formal lectures or instruction related to health care and classes taught by hospital physicians and documented with notes.
- National or regional EMS seminars.

Section 5. Employees shall not be compensated for study time.

Section 6. The Union and the County agree to review and modify this agreement if there are any changes to the recertification requirements and/or at the end of each recertification cycle.

1 **ARTICLE 6: SICK LEAVE**

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

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

9 **Section 2.** Sick leave may be used in one-half hour increments, at the discretion of the
10 division manager or department director.

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

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

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

18 Sick leave may be used for medical, dental or optical appointments only in cases of emergency.

19 Otherwise such appointments shall be scheduled during off-shift hours. Department management is
20 responsible for the proper administration of this benefit. Verification of illness from a licensed
21 physician may be required for any requested sick leave absence.

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

26 **Section 6.** County employees who have at least five (5) years county service and retire as a
27 result of length of service or who terminate by reason of death shall be paid an amount equal to thirty-
28 five percent (35%) of their unused, accumulated sick leave, without a maximum. All payments shall

1 be based on the employee's base rate.

2 **Section 7.** Employees injured on the job may not simultaneously collect sick leave and
3 workers' compensation payments in a total amount greater than the net regular pay of the employee.

4 **Section 8. Family Care and Death**

5 a. Regular full-time employees working back-to-back shifts shall be entitled to 48
6 hours of bereavement leave a year due to death of members of their immediate family. For purposes
7 of this section, "immediate family" means spouse, child, parent, son-in-law, daughter-in-law,
8 grandparent, sibling, domestic partner, and the child, parent, sibling, grandparent or grandchild of the
9 spouse or domestic partner.

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

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

15 d. In cases of family care or death where no sick leave benefit is authorized or exists,
16 an employee may be granted furlough or leave without pay.

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

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

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

1 **Section 10. Special Sick Leave:** Thirty-six (36) hours of sick leave, noncumulative, annually
2 renewing, will be placed in a sick leave bank after an employee has exhausted all regular sick leave.

3 **Section 11. Industrial Insurance Benefit Supplement:** All newly hired Paramedics and
4 Paramedic Supervisors shall be provided with either eight 24 hour shifts or twenty three 8 hour shifts
5 of benefit supplement, depending on shift assignment, which shall be used only to supplement the
6 employee's industrial insurance benefit should the employee be injured on the job during his or her
7 first calendar year on the job in accordance with the supplemental disability leave provisions of state
8 law. The benefit supplement shall not be used until three (3) days of regular sick leave have been
9 used for each incident of on-the-job injury. In the event there is no regular sick leave, the benefit
10 supplement shall be immediately available for an on-the job injury. During the second year of
11 employment, and for all succeeding years, all Paramedics and Paramedic Supervisors shall be
12 provided either eight 24 hour shifts or twenty three 8 hour shifts of benefit supplement, depending on
13 shift assignment, which shall only be utilized in the circumstances as herein described. The benefit
14 supplement is non-cumulative, but is renewable annually.

1 **ARTICLE 7: WAGE RATES**

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

10 **Section 1B.** The hourly wage rate effective January 1, 2001 for Paramedics and Paramedic
11 Supervisor shall be as set in Appendix A of this agreement.

12 **Section 1C.** The hourly wage rate effective January 1, 2002 for Paramedics and Paramedic
13 Supervisor shall be as set forth in Appendix B of this agreement.

14 Effective on January 1, 2003, the base wage rates as set forth above shall be increased by 90%
15 of the CPI-W All Cities Index (September 2001 - September 2002) with a maximum increase of six
16 (6) percent but no less than two (2) percent.

17 **Section 1D.** The hourly wage rates for Paramedics assigned to a forty (40) hour workweek
18 position shall be the annual Paramedic salary (hourly rate X 2496 hours) divided by 2080 hours per
19 year.

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

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

28 **Section 3.** The hourly wage rates for Paramedic Supervisors assigned to twenty-four (24)

1 hour shifts shall be the applicable Paramedic hourly wage rates set forth in Appendix A and
2 Appendix B.

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1 **ARTICLE 8: OVERTIME**

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

5 *Section 1A.* Shift Paramedic Supervisors may be assigned to cover non-supervisory
6 Paramedic vacancies during their regular hours of work at straight time. It is intended that use of the
7 Shift Paramedic Supervisors in this circumstance will be of a temporary nature, normally not to
8 exceed four (4) hours. Forty (40) hour (non-shift) Paramedic Supervisors may be assigned to cover
9 Shift Paramedic Supervisor vacancies during the forty (40) hour week at forty (40) hour straight time.
10 It is intended that this use of forty hour Paramedic Supervisors will be of a temporary nature,
11 normally not to exceed four (4) hours. If available or assigned to fill a non-supervisory vacancy
12 outside of their regular hours, compensation is at one and one-half (1-1/2) of their regular wage rate.

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

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

20 *Section 4.* Emergency work at other than the normal scheduled working hours, or special
21 scheduled work hours shall be credited as overtime. In the event this overtime work is accomplished
22 prior to the normal working hours and the employee subsequently works his/her regular shift, his/her
23 regular shift shall be compensated at regular time.

24 *Section 5.* Off duty court time required as a result of an employee's work assignment shall be
25 compensated at a minimum of two (2) hours; said time to be computed from the time the employee
26 leaves his/her home for court, including any time spent securing evidence or other material necessary
27 for the court appearance, to the time he/she returns to his/her home, such time to be computed using
28 the most direct route available.

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

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

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

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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 (2496 on an annualized basis).

4 **Section 2.**

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

8 b. The work schedule for Paramedics and Paramedic Shift Supervisors shall be as
9 follows: one (1) twenty-four (24) hour shift on, one (1) twenty-four (24) hour shift off, one (1)
10 twenty-four (24) hour shift on, followed by five (5) consecutive twenty-four (24) hour periods off.
11 The above cycle is repeated ad infinitum, except that twelve (12) additional twenty-four (24) hour
12 shifts will be worked in a calendar year, for a total number of one hundred and four (104) shifts every
13 calendar year, provided that implementation of the above schedule within a calendar year period may
14 result in the scheduling of either more or less than twelve (12) additional shifts in order to arrive at
15 the total of 104 shifts within the calendar year period. Shift employees added during the calendar
16 year shall have their Medic X shift assignment prorated. Prorated Medic X hours shall be assigned as
17 Medic X shifts and/or UMX shifts in accordance with the provisions of this contract. Partial Medic X
18 shifts shall be assigned as UMX shifts. These regular and extra shifts shall not be scheduled in such a
19 manner as to cause the employee to work more than three (3) shifts (72 hours) in any eight-day (192
20 hour) period, additionally providing that no more than four (4) Medic X shifts be scheduled in any
21 sixty (60) consecutive day period; and, providing further that no more than two (2) Medic X shifts be
22 scheduled in any consecutive thirty (30) day period during the calendar year unless there is mutual
23 agreement by both parties. To the extent an employee's furlough interferes with the scheduling of
24 that employee's Medic X shifts, management may request that employee to work Medic X shifts at
25 more frequent intervals. Medic X shifts shall not be assigned on the following days for the purpose
26 of filling furlough requests without the written agreement of the employee assigned: Easter, July 4,
27 Thanksgiving Day, Christmas Eve, and Christmas Day. The employees agree to hold management
28 free of liability for failure to assign a Medic X shift to cover a furlough request for any of the above

1 days.

2 c. The Employer shall establish a pool of UMX shifts that cannot be assigned except
3 as third-person shifts due to contractual restrictions on Medic X scheduling or an absence of open
4 and/or scheduled furlough shifts. This pool shall contain up to a maximum of two times the number
5 of Paramedics employed at the time of the assignment of Medic X shifts. Individual Paramedics shall
6 be given no more than two UMX shifts each and these shall be distributed as evenly as possible
7 among the four platoons. Dates of open shifts will be offered as illness, disability, scheduled and
8 unscheduled furlough, or the departure of an employee create open shifts. Paramedics with UMX
9 shifts shall choose a date or dates from those offered to complete their contractual requirements in
10 Article 9, Section 2b. The Employer shall review the UMX pool and shall use the following
11 formulas, if necessary, to reduce the number of UMX shifts in the pool to meet the limits as set forth
12 below:

13 **April 1:** The Employer shall assign to open shifts or as third-person shifts the difference, if
14 any, between 50% of the number of UMX shifts in the December 1 pool and the number of UMX
15 shifts worked (and scheduled to work) as of this date. Additionally, or in conjunction with the above
16 assignment; for each employee who still has more than 24 hours of UMX time remaining as of this
17 date, the employer shall assign one shift to an open shift or to a third-person shift. Partial shifts may
18 be assigned by mutual agreement.

19 **August 1:** Assign the remaining UMX shifts or portions of shifts to open shifts or as third-
20 person shifts.

21 The above third-person assignments shall be scheduled so as not to interfere with employees'
22 scheduled furloughs in accordance with the provisions in Article 4.

23 A UMX shift assigned as a third person shift may be converted to a furlough day off by
24 mutual agreement of both parties.

25 d. Throughout the year the Employer may offer Paramedics and Shift Paramedic
26 Supervisors assigned third-person shifts the option of transferring to an open shift as these become
27 available. In order to promote flexibility in scheduling UMX shifts, or rescheduling third-person
28 shifts, partial increments of twenty-four (24) hours shifts may be utilized by mutual agreement of both

1 parties.

2 **Section 2.A.** Standard Workweek. The hours of work for a Paramedic Supervisor or a
3 Paramedic assigned to a forty (40) hour workweek shall consist of five (5) consecutive standard
4 workdays not to exceed eight (8) hours each workday exclusive of the meal period and not to exceed
5 forty (40) hours per week, Monday through Friday inclusive.

6 Notwithstanding the provisions of Section 2.A. above, there may be established a workweek
7 consisting of four consecutive workdays of ten (10) consecutive hours each workday exclusive of the
8 meal period. Any established four/ten workweek shall provide for three (3) consecutive days off, one
9 of which shall be a Saturday and/or a Sunday.

10 **Section 3.** Modification of the above work schedule shall be allowed, including a light duty
11 assignment when required by program needs, or upon request by any employee in the bargaining unit
12 wishing to work a modified work schedule, provided there is prior agreement between the Employer
13 and the Employee and with the concurrence of the Union. Applicable benefits and contractual
14 obligations shall be prorated.

15 In the event of an emergency situation (one which cannot reasonably be anticipated through
16 the use of planning) resulting in an open shift, or portion of a shift, in the staffing of Paramedic units
17 or Shift Paramedic Supervisor positions, the following procedures shall be utilized in the order listed
18 below in 3.A. and 3.B. Being "Registered" shall mean having completed an off-shift registration
19 form making oneself available to work a shift or portion of a shift. Call up policy shall dictate the
20 precise procedures for filling a shift or portion of a shift.

21 **Section 3.A. Paramedic unit positions:**

- 22 a. Use on-duty third person Paramedics/Shift Paramedic Supervisors.
- 23 b. Solicit coverage from the UMX pool, provided that a registered Paramedic/Shift
24 Paramedic Supervisor who refuses to use hours from his/her UMX pool will be ineligible to work the
25 shift or portion of the shift at the overtime rate.
- 26 c. Solicit coverage from a registered off-shift Paramedic and compensate at the rate of
27 time and one-half (1-1/2).
- 28 d. Solicit coverage from a registered off-shift Paramedic Supervisor and compensate

1 at the rate of time and one-half (1-1/2).

2 e. Group page all Paramedics for coverage and compensate at the rate of time and
3 one-half (1-1/2). Failing this, mandatorily assign a Paramedic per established policy.

4 f. Utilize a part-time or temporary Paramedic.

5 **Section 3.B. Shift Paramedic Supervisor positions:**

6 a. Use on-duty third person Shift Paramedic Supervisors/Acting Shift Paramedic
7 Supervisors.

8 b. Solicit coverage from the unassigned Shift and Acting Shift Paramedic
9 Supervisor's Medic-X pool, provided that a registered Shift Paramedic Supervisor/Acting Shift
10 Paramedic Supervisor who refuses to use hours from his/her UMX pool will be ineligible to work the
11 shift or portion of the shift at the overtime rate.

12 c. Solicit coverage from a registered off-shift, Shift Paramedic Supervisor and
13 compensate at the rate of time and one-half (1-1/2).

14 d. Assign an Acting Shift Paramedic Supervisor from the same shift and compensate
15 at the applicable premium rate (110%) and backfill his/her position, except that from mid-shift on
16 Friday to mid-shift on Sunday, solicit coverage from a registered forty (40) hour Paramedic
17 Supervisor and compensate at the rate of time and one-half (1-1/2).

18 e. Solicit coverage from a registered off-shift Acting Shift Paramedic Supervisor and
19 compensate at the rate of time and one-half (1-1/2).

20 f. Group page all Paramedic Supervisors and Acting Shift Paramedic Supervisors for
21 coverage and compensate at the rate of time and one-half (1-1/2). Failing this, mandatorily assign a
22 Shift or Acting Shift Paramedic Supervisor per established policy.

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 as the
27 requested trade with the exception of trades made after the publication of the actual annual schedule.

28 **Section 5.** The employer agrees to an Early Relief program for all employees covered by this

1 Agreement. Early relief is to be provided by means of trade on a position-for-position basis, with an
2 appropriate entry in the log.

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

8 **Section 7.** Employees shall not be required to perform duties not related to Primary Response
9 requirements and readiness between the hours of 2200 hours and shift changes.

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1 **ARTICLE 10: PROMOTION AND ACTING SHIFT SUPERVISOR POSITIONS**

2 **Section 1a.** Within thirty (30) calendar days following the creation or development of an
3 opening(s) in the Paramedic Supervisor classification, the employer shall choose a candidate from the
4 top four (4) ranking candidates for the Operations MSO position and the top three (3) ranking
5 candidates for the Administration MSO positions. All promotions to Paramedic Supervisor positions
6 within the bargaining unit shall be based on the results of a two-stage examination process among
7 bargaining unit personnel.

8 The two career paths identified for Paramedic Supervisors are Operations and Administration.
9 Operations Paramedic Supervisors are to be considered synonymous with the 24 hour Shift Paramedic
10 Supervisor. Administrative Paramedic Supervisors are forty (40) hour positions and include the
11 Paramedic Supervisor (Training) and Paramedic Supervisor (Administration).

12 Stage One shall consist of an independent examination process to determine the qualities
13 which are required to qualify for promotion to any Paramedic Supervisor position. Candidates who
14 pass Stage One testing will be ranked according to their scores. Stage Two shall be designed to select
15 those candidate(s) qualified for the specific duties of each Paramedic Supervisor position. Those
16 Paramedic Supervisor candidates will then be ranked from the composite score from Stage One and
17 Stage Two testing.

18 **Section 1b.** Examinations shall be conducted objectively and comprehensively. A description
19 of the subject matter to be covered by each examination shall be provided to the Union and posted
20 conspicuously in designated areas not less than sixty (60) calendar days prior to the examination.
21 Text and reference materials that are appropriate and which may be used for study purposes, shall be
22 maintained by the Employer and shall be made available to each individual who wishes to prepare for
23 the examination.

24 **Section 2.** Written and oral examinations shall be developed by an independent testing
25 service and administrated by The County. The Employer and the Union may each designate an
26 observer to attend the administration of any examination.

27 **Section 3.** For each examination, the independent examining agent shall ensure that the
28 examination is impartially administered. The County and the Union shall appoint participants to a

1 Test Team that will oversee test design, test validation and test administration. No other EMS
2 personnel except for Test Team participants, including those outside the bargaining unit, will have
3 prior access to, or prior notice of, specific examination procedures, questions or the identity of any
4 oral examiners selected for the examination. The County will attempt to select oral examiners from
5 outside of The County and/or the Medic One Services Area. In preparation for the creation of each
6 examination, representatives of the employer and union will meet with the examiner. The employer
7 shall provide a job description, job posting and Classification Specification for each position being
8 tested. The union and the employer will review the qualifications required to fill each position.
9 Union representatives may offer comments and suggestions, or voice objections as to how the
10 examination is to be conducted. Candidates shall be permitted to review their examination scores.
11 Upon request, a confidential written explanation shall be provided to each candidate identifying a
12 candidate's strengths and weaknesses. In the event of ties between two or more candidates seniority
13 shall be used to determine ranking on the Promotional Lists.

14 **Section 4.** The current Promotional List shall be valid until September 1, 2000. The testing
15 for the next Promotional List will be completed October 1, 2000 or as soon as practicable. In order to
16 permit orderly changes in platoon rosters based on a new Promotional List, the current Acting Shift
17 Paramedic Supervisors may remain in that capacity with their platoon until January 1, 2001. The
18 Promotional List will be considered current for three (3) years. Management and the Union may
19 mutually agree to allow Employer to test for a new Promotional List prior to the expiration or
20 exhaustion of the current list.

21 Future Promotional Lists for Paramedic Supervisory positions shall be completed at least
22 ninety (90) days prior to the expiration date of the list.

23 **Section 5.** The Promotional List for Shift Paramedic Supervisor shall consist of the eight (8)
24 highest scoring candidates. There shall be four (4) Acting Shift Paramedic Supervisor (ASPS)
25 positions, one (1) for each platoon. The employer shall select the ASPS by choosing the top ranking
26 candidate(s) for each open position. In the event the selected actor is unable to perform the duties and
27 responsibilities associated with the ASPS position, or is promoted to a new position, then the
28 employer shall select the next ranked candidate on the promotional list for the ASPS position.

1 In consideration of the employer's obligation to schedule furlough in advance, it is agreed that
2 if there exists another eligible candidate for the ASPS position who resides on the same platoon as the
3 vacated position, the employer may choose to select the next highest-ranking eligible candidate on
4 that platoon to fill the vacated ASPS position. This assignment shall be on an interim basis until the
5 end of the calendar year. On January 1, the interim ASPS will be returned to the eligibility list in
6 their previous ranked order, and the employer shall then select the next highest-ranking candidate
7 from the entire list to fill the open ASPS position.

8 The Training Supervisor and Administration Supervisor Promotional List shall consist of the
9 three (3) highest scoring candidates from each applicable two-stage examination selection process. If
10 the Promotional List is exhausted, the Employer shall retest in order to establish a new Promotional
11 List.

12 **Section 6.** Each Acting Shift Paramedic Supervisor shall be given a minimal opportunity of
13 24 hours per month to perform all duties associated with that Paramedic Supervisor position. The
14 Employer shall utilize Acting Shift Paramedic Supervisors to replace or supplement Paramedic
15 Supervisors due to temporary illness/disability/special projects and furlough in accordance with the
16 usual call up procedures. These Acting Shift Paramedic Supervisors shall be paid at the rate
17 consistent with their Acting position (and years of service) in one-half (1/2) hour increments.
18 Paramedics-in-training for the Acting positions shall be paid their customary rate.

1 **ARTICLE 11: BENEFITS**

2 **Section 1.** The County presently participates in group medical, dental and life insurance
3 programs. The County agrees to maintain the level of benefits currently provided by these plans for
4 the duration of this Agreement, provided that the Union and County agree to incorporate changes to
5 employee insurance benefits which the County may implement as a result of the agreement of the
6 Joint Labor-Management Insurance Committee. Additionally, the waiting period for full medical
7 benefits shall be reduced to the first (1st) day of the calendar month after employment begins.

8 **Section 2.** Due to the unique duties performed by employees in this bargaining unit which
9 potentially expose them to communicable diseases in noncontrolled environments, the County will
10 provide continued medical insurance for a period of twenty-four (24) months maximum, in any
11 consecutive thirty-six (36) month period during which time an employee is on authorized leave of
12 absence without pay due to a communicable disease. Provision of benefits under this section is not to
13 be construed as either an admission or denial that the disease is work-related for purposes of
14 administering the County's Workers' Compensation 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 would
20 have received for full-time active service, taking into account that industrial insurance payments are
21 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 computing
24 the charge, accumulated leave shall be converted to a money equivalent based on the regular monthly
25 salary of the employee, before deduction and excluding overtime pay.

26 d. The disability supplement shall continue for as long as the employee is receiving
27 state industrial insurance payments, to a maximum of six months.

28 e. While an employee is receiving a disability supplement, the employee, subject to

1 the approval of his or her treating physician, shall perform such light duty tasks as the Employer may
2 require. The County may require that a physician of its choice provide a second opinion as to the
3 availability for light duty of any employee receiving a disability supplement.

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

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

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

1 **ARTICLE 12: MISCELLANEOUS**

2 **Section 1.** An employee elected or appointed to office in a local of the signatory organization
3 which requires a part of or all of his/her time shall be given leave of absence up to one (1) year
4 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 Council.

7 **Section 3.**

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

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

21 **Section 4.** The Department administration shall afford union employee representatives a
22 reasonable amount of time while on duty to consult with appropriate management officials and/or
23 aggrieved employees, provided that the Union representative and/or aggrieved employees contact
24 their immediate supervisors, indicate the general nature of the business to be conducted, request
25 necessary time without undue interference with assignment duties. Time spent on such activities
26 shall be recorded by the Union representative on a time sheet provided by the supervisor. Union
27 representatives shall not use excessive time in handling such responsibilities.

28 **Section 5.** Paramedics will be provided with protective clothing. Personal property, uniforms

1 and/or clothing damaged in the line of duty will be repaired or replaced at Division option and
2 expense to a maximum, annual, cumulative cost of \$250.00.

3 In addition, each paramedic will have available an annual clothing allowance of \$450.00 from
4 which to receive reimbursement for purchase of uniforms specified by the Division. An additional
5 one-time expenditure of \$100.00 shall be allocated for an employee who by virtue of classification
6 change is required to purchase new uniform items. Paramedics can receive reimbursement for
7 personal protective eyewear. To be eligible for reimbursement, purchases must be for Division
8 approved uniforms and must be substantiated by receipts. Maintenance of such uniforms is the
9 responsibility of the employee.

10 **Section 6.**

11 a. The employee and/or a representative may examine the employee's personnel files
12 in the offices of Emergency Medical Services if the employee so authorizes in writing. Material
13 placed into the employee's files relating to job performance or personal character shall be brought to
14 his or her attention prior to placement in the file. The employee may challenge the propriety of
15 including it in the files. If, after discussion, management retains the material in the file, the employee
16 shall have the right to insert contrary documentation into the file. If the affected employee believes
17 that a deficiency has been corrected, he or she may request, in writing, to have a review of the
18 documentation included in his/her file. Unauthorized persons shall not be given access to employee
19 files or other personal data relating to the employee. The Manager of Emergency Medical Services
20 will determine staff authorized for access to personnel files and a record of access shall be
21 maintained.

22 b. Employees may, upon written request to local area medical directors, examine any
23 materials and/or files related to the employee's medical performance, which said area medical
24 directors, might be maintaining.

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

1 **Section 8. Probation.** The probationary period for new employees shall be one (1) year from
2 the date of hire by The County. A one (1) year probationary period shall apply to new Supervisors. A
3 six (6) month probationary period shall apply to lateral new hires from other King County paramedic
4 provider groups unless these new employees have less than one (1) year's experience with the
5 previous Paramedic provider group. Dismissal from employment during or at the end of the
6 probationary period shall conform to the established County process for probationary dismissals.

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1 **ARTICLE 13: GRIEVANCE PROCEDURE**

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

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

9 ***Section 1. Definition***

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

12 ***Section 2. Procedure***

13 ***Step 1*** - The employee and his/her representative shall reduce a grievance to writing, outlining
14 the facts as they are understood, specifying the article and section of the contract that has been
15 violated and the remedy that is sought and present the grievance to the Operations Manager or
16 Division Manager in his/her absence within fourteen (14) calendar days of the occurrence of the
17 event. The Operations Manager shall gain all relevant facts and shall attempt to adjust the matter and
18 notify the employee within five (5) business days of grievance filing. If a grievance is not pursued to
19 the next level within ten (10) business days, it shall be presumed resolved.

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

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

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

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

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

16 No matter may be arbitrated which the County by law has no authority over, has no authority
17 to change, or has been delegated to any civil service commission or personnel board as defined in
18 R.C.W. 41.56, 1967 Laws of the State of Washington.

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

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

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

1 **ARTICLE 14: BULLETIN BOARDS**

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

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1 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

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

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).

1 **ARTICLE 16: SAVINGS CLAUSE**

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

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1 **ARTICLE 17: WORK STOPPAGE AND EMPLOYER PROTECTION**

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

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

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

- 18 1. Discharge.
 - 19 2. Suspension or other disciplinary action as may be applicable to such employee.
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1 **ARTICLE 18: WAIVER CLAUSE**

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

1 **ARTICLE 19: 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 as the order in which the employee finished in their respective
8 career service test.

9 Employees laid off in accordance with the provisions of this article will be eligible for rehire
10 into positions of the same classification in the inverse order of layoff, provided they have a current
11 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.

1 **ARTICLE 20: CONFERENCE BOARD**

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

1 **ARTICLE 21: DISCIPLINE**

2 Discipline is to be administered in accordance with King County policy and all applicable
3 laws, to include the application of progressive discipline, where appropriate.
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1 **ARTICLE 22: DURATION**

2 This agreement shall become effective upon ratification by the King County Council and shall
3 be effective from January 1, 2001 through December 31, 2003.

4
5 **APPROVED** this _____ day of _____, 2002

6
7
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9 By _____

10 King County Executive

11
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15 SIGNATORY ORGANIZATION:

16
17
18 _____
International Association of Fire Fighters Local 2595

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

**APPENDIX A 14405
2001 Wage Addendum**

<u>After Service of:</u>	<u>Base + Longevity</u>
Upon Certification	\$19.2738
0.5 years	\$20.8697
1.5 years	\$22.0973
2.5 years	\$23.3250
3.5 years	\$24.5526
4 years	\$25.0437
5 years	\$25.0437
6 years	\$25.0437
7 years	\$25.0437
8 years	\$25.0437
9 years	\$25.5347
10 years	\$25.5347
11 years	\$25.5347
12 years	\$25.5347
13 years	\$25.5347
14 years	\$26.0258
15 years	\$26.0258
16 years	\$26.0258
17 years	\$26.0258
18 years	\$26.0258
19 years	\$26.5168
20 years	\$26.5168
21 years	\$26.5168
22 years	\$26.5168
23 years	\$26.5168
24 years	\$27.0079
25 years	\$27.0079
26 years	\$27.0079
27 years	\$27.0079
28 years	\$27.0079
29 years	\$27.4989
30 years	\$27.4989

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

**APPENDIX B 14405
2002 Wage Addendum**

<u>After Service of:</u>	<u>Base + Longevity</u>
Upon Certification	\$21.4465
0.5 years	\$23.2224
1.5 years	\$24.5884
2.5 years	\$25.9544
3.5 years	\$27.3204
4 years	\$27.8668
5 years	\$27.8668
6 years	\$27.8668
7 years	\$27.8668
8 years	\$27.8668
9 years	\$28.4132
10 years	\$28.4132
11 years	\$28.4132
12 years	\$28.4132
13 years	\$28.4132
14 years	\$28.9596
15 years	\$28.9596
16 years	\$28.9596
17 years	\$28.9596
18 years	\$28.9596
19 years	\$29.5060
20 years	\$29.5060
21 years	\$29.5060
22 years	\$29.5060
23 years	\$29.5060
24 years	\$30.0525
25 years	\$30.0525
26 years	\$30.0525
27 years	\$30.0525
28 years	\$30.0525
29 years	\$30.5989
30 years	\$30.5989