

September 9, 1998
28000198

Introduced By:

KENT PULLEN
ROB MCKENNA
Larry Phillips

Proposed No.:

98-579

ORDINANCE NO. **13299**

1
2 AN ORDINANCE approving and adopting the Collective
3 Bargaining Agreement negotiated by and between King County
4 and the International Association of Fire Fighters, Local 2595
5 (Paramedics) representing employees in the Department of
6 Public Health; and establishing the effective date of said
7 Agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

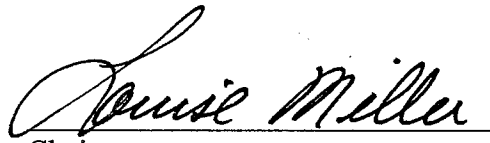
9 SECTION 1. The Collective Bargaining Agreement negotiated between King
10 County and the International Association of Fire Fighters, Local 2595 (Paramedics),
11 representing employees in the department of public health and attached hereto is hereby
12 approved and adopted by this reference made a part hereof.

1 SECTION 2. Terms and conditions of said agreement shall be effective from
2 January 1, 1998, through and including December 31, 2000.

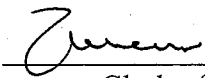
3 INTRODUCED AND READ for the first time this 21st day of September, 1998.

4 PASSED by a vote of 10 to 0 this 5th day of October
5 1998.

6 KING COUNTY COUNCIL
7 KING COUNTY, WASHINGTON

8 
9 Chair

10 ATTEST:

11 
12 Clerk of the Council

13 APPROVED this 9 day of October, 1998

14 
15 King County Executive

16 Attachments: Collective Bargaining Agreement

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

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ARTICLE 1: PURPOSE.....1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP.....2

ARTICLE 3: MANAGEMENT RESPONSIBILITIES4

ARTICLE 4: FURLOUGH DAYS.....5

ARTICLE 5: CONTINUING EDUCATION.....9

ARTICLE 6: SICK LEAVE.....10

ARTICLE 7: WAGE RATES.....13

ARTICLE 8: OVERTIME.....15

ARTICLE 9: HOURS OF WORK17

ARTICLE 10: PROMOTION AND ACTING SHIFT SUPERVISOR POSITIONS.....22

ARTICLE 11: BENEFITS.....24

ARTICLE 12: MISCELLANEOUS26

ARTICLE 13: GRIEVANCE PROCEDURE29

ARTICLE 14: BULLETIN BOARDS.....31

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY32

ARTICLE 16: SAVINGS CLAUSE33

ARTICLE 17: WORK STOPPAGE AND EMPLOYER PROTECTION.....34

ARTICLE 18: WAIVER CLAUSE.....35

ARTICLE 19: REDUCTION-IN-FORCE36

ARTICLE 20: CONFERENCE BOARD37

ARTICLE 21: DURATION38

1 AGREEMENT BETWEEN
2 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
3 LOCAL 2595, AND KING COUNTY
4

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

8 ARTICLE 1: PURPOSE

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

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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 R.C.W.
4 18.71.200 and Paramedic Supervisors, and employed by the Emergency Medical Services Division of
5 King County. It shall be the mission and purpose of the Paramedics and Paramedic Supervisors of
6 King County to provide quality emergency medical care to all the citizens in our jurisdiction.

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

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

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

23 All initiation fees and dues paid either to the Union or charity shall be for nonpolitical
24 purposes.

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

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

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

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

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

1 ARTICLE 3: MANAGEMENT RESPONSIBILITIES

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

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1 **ARTICLE 4: FURLOUGH DAYS**

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

Years of Continuous Service from Date of Certification	Monthly Credit	Equivalent Annual Furlough Credit
Upon completion of six (6) months continuous service, an employee will receive 108 hours of furlough credit.		
More than six (6) months but less than 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

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

18 **Section 1A.** Paramedic Supervisors and Paramedics assigned to a 40-hour workweek for one
 19 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

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

1 director or division manager.

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

5 **Section 3.**

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

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

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

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

16 **Section 4.**

17 a. There shall be a maximum limit of four (4) furlough shifts granted for the same
18 work shift, provided, however, that during the period of October 1 through December 31 there shall
19 be a maximum limit of five (5) furlough shifts granted for the same work shift. The maximum limits
20 shall be waived in granting unscheduled furlough during the year when the shift is covered by means
21 of transferring hours from a third-person shift or from the UMX pool. There shall be a
22 labor/management meeting annually, by the first week of September to review and adjust these
23 maximum limits as necessary.

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

27 c. Any furlough scheduled prior to an unscheduled transfer shall be honored or
28 rescheduled. If furlough cannot be honored or rescheduled, the employee will be compensated at the

1 overtime rate of pay (1.5) for any canceled furlough.

2 d. Furlough that has not been scheduled according to the procedures outlined in
3 Section 3 of this agreement will be granted on a first come, first served basis by the Division Manager
4 or his/her designee, provided that the furlough can be covered on a voluntary basis with hours from
5 an UMX or scheduled third-person shift. If the request for unscheduled furlough cannot be covered
6 in this manner, then it may be granted by the Division Manager or his/her designee (again with
7 coverage on a voluntary basis). Unscheduled furlough may be taken in one-hour increments with a
8 minimum of three hours (the three (3) hour minimum shall not apply to shift change). In addition, if
9 the Paramedic or Shift Paramedic Supervisor commits to year in advance scheduling of 75% or more
10 of their annual furlough accrual (rounded to the nearest whole shift), he/she may use the residual, or
11 up to 72 hours, in the form of Special Request Furlough, provided that voluntary coverage can be
12 found. Further, the usage of Special Request Furlough of this type shall be limited to 48 hours in a
13 trimester. All Special Request Furlough is non-accruable. The experience of 1998 shall be reviewed
14 in December to determine if policy modifications are called for. The Employer and the Union shall
15 be involved in this review.

16 e. For PERS I employees, at the time of retirement, the County will pay, at 100%
17 of the current wage rate, a maximum of 240 hours of furlough accumulation to the retiring employee.
18 Furlough accumulation in excess of 240 hours must be used by the employee pursuant to this Article
19 prior to the date of retirement or it will be lost.

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

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

1. January 1, New Year's Day
2. Presidents Day
3. Memorial Day
4. July 4
5. Labor Day
6. Thanksgiving Day
7. Christmas Day
8. Personal Holidays pursuant to Personnel Guidelines

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

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 be a
4 condition of continued employment. To maintain certification as a Physician Trained Mobile
5 Intensive Care Paramedic, each paramedic must have fifty (50) hours of continuing education
6 annually, approved by the E.M.S. Division Manager and the County Medical Program Director,
7 based upon the recommendation of the local Medical Director. Failure to comply with the above
8 shall be cause for disciplinary action.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **Section 7.** County employees who have at least five (5) years county service and retire as a
2 result of length of service or who terminate by reason of death shall be paid an amount equal to thirty-
3 five percent (35%) of their unused, accumulated sick leave, without a maximum. All payments shall
4 be based on the employee's base rate.

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

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

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

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

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

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

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

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

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

1 duties.

2 **Section 11. Special Sick Leave:** Thirty-six (36) hours of sick leave, noncumulative, annually
3 renewing, will be placed in a sick leave bank after an employee has exhausted all 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
1-1-98	17.5986	18.4936	19.4110	20.3715	21.3761	21.6967	22.2391	22.6839

Effective on January 1, 1999, the base wage rates as set forth above shall be increased by 90% of the CPI-W All Cities Index (September 1997 - September 1998) with a maximum increase of six (6) percent but no less than two (2) percent. Effective July 1, 1999 wages in effect on June 30, 1999 shall be increased by 0.5%.

Effective on January 1, 2000, the base wage rates as set forth above shall be increased by 90% of the CPI-W All Cities Index (September 1998 - September 1999) with a maximum increase of six (6) percent but no less than two (2) percent. Effective July 1, 2000 wages in effect on June 30, 2000 shall be increased by 0.5%.

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

Section 1D. The hourly wage rate of Paramedics assigned as Field Training Officers (FTO's)

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

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

8 *Section 3.* The hourly wage rates for Paramedic Supervisors assigned to twenty-four (24)
9 hour shifts shall be the applicable Paramedic hourly wage rates set forth in Section 1, plus ten (10)
10 percent.

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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 ½) 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
14 callout. Where such overtime exceeds three (3) hours, the actual hours worked shall be allowed at the
15 overtime rate, except employees called out to perform paramedic duties in outlying areas of King
16 County as part of a fire department response team, shall be compensated at one and one-half (1 1/2)
17 times the regular hourly rate, for the actual time worked (and shall not receive the three (3) hour
18 minimum).

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

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

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

1 the most direct route available.

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

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

9 **Section 8.** Hold-over time worked as an extension of a regular working shift shall be paid at
10 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
3 except as third-person shifts due to contractual restrictions on Medic X scheduling or an absence of
4 open and/or scheduled furlough shifts. This pool shall contain up to a maximum of two times the
5 number of Paramedics employed at the time of the assignment of Medic X shifts. Individual
6 Paramedics shall be given no more than two UMX shifts each and these shall be distributed as evenly
7 as possible among the four platoons. Dates of open shifts will be offered as illness, disability,
8 scheduled and unscheduled furlough, or the departure of an employee create open shifts. Paramedics
9 with UMX shifts shall choose a date or dates from those offered to complete their contractual
10 requirements in Article 9, Section 2b. The Employer shall review the UMX pool and shall use the
11 following formulas, if necessary, to reduce the number of UMX shifts in the pool to meet the limits as
12 set forth 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

1 both 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 when required by
11 program needs, or upon request by any employee in the bargaining unit wishing to work a modified
12 work schedule, provided there is prior agreement between the Employer and the Employee and with
13 the concurrence of the Union. Applicable benefits and contractual obligations shall be prorated. In
14 acknowledgement of the planned addition of a part-time Medic Unit in 1998, the Union Negotiating
15 Committee and OHRM Labor Relations Specialists agree to a continuing dialog for the purposes of
16 effectively utilizing regularly scheduled personnel when the number of regularly scheduled
17 Paramedics divided by the number of two-Paramedic Medic units regularly exceeds eight (8).
18 Additionally, the Union and Management agree to a reopener within sixty (60) days to negotiate
19 scheduling modifications following mutual agreement to do so as a result of said dialog.

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

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

- 27 a. Use on-duty third person Paramedics/Shift Paramedic Supervisors.
28 b. Solicit coverage from the UMX pool, provided that a registered

1 Paramedic/Shift Paramedic Supervisor who refuses to use hours from his/her UMX pool will be
2 ineligible to work the shift or portion of the shift at the overtime rate.

3 c. Solicit coverage from a registered off-shift Paramedic and compensate at the
4 rate of time and one-half (1 1/2).

5 d. Solicit coverage from a registered off-shift Paramedic Supervisor and
6 compensate at the rate of time and one-half (1 1/2).

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

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

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

11 a. Use on-duty third person Shift Paramedic Supervisors/Acting Shift Paramedic
12 Supervisors.

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

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

19 d. Assign an Acting Shift Paramedic Supervisor from the same shift and
20 compensate at the applicable premium rate (1.10%) and backfill his/her position, except that from
21 mid-shift on Friday to mid-shift on Sunday, solicit coverage from a registered forty (40) hour
22 Paramedic Supervisor and compensate at the rate of time and one-half (1 1/2).

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

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

28 ***Section 4.*** Shift changes or any portion of a shift change in scheduled shifts may be

1 exchanged on an equal basis between the Paramedics involved (or between the Paramedic
2 Supervisors and the Acting Shift Paramedic Supervisors involved), subject to approval of
3 management and with no premium payment allowed. Pay back dates shall be in the same year as the
4 requested trade with the exception of trades made after the publication of the actual annual schedule.

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

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

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

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

2 **Section 1.** All promotions to Shift Paramedic Supervisor positions within the bargaining unit
3 shall be based on merit, efficiency and fitness as determined by open examination among bargaining
4 unit personnel. Examinations shall strive to fairly, objectively and comprehensively test the qualities
5 required for Shift Paramedic Supervisor positions. A description of the subject matter to be covered
6 by each examination shall be provided to the Union and posted conspicuously not less than sixty (60)
7 days prior to the examination. Text and reference materials that are appropriate and which may be
8 used for study purposes, shall be maintained by the Employer and shall be made available to those
9 employees who wish to prepare for the examination.

10 **Section 2.** Written and oral examinations may be administered by an independent testing
11 service. The Employer and the Union may each designate an observer to attend the administration of
12 any examination.

13 **Section 3.** For each examination, the examining agent shall ensure that the examination is
14 impartially administered and that no other EMS personnel, including those outside the bargaining
15 unit, have prior access to, or prior notice of, specific examination procedures or questions or the
16 identity of any oral examiners selected for the examination. In preparation for the creation of each
17 examination, representatives of the parties shall meet with the examiner, and the Employer shall
18 identify the qualifications it seeks for its promoted personnel. Union representatives may offer
19 comments and suggestions, or voice objections as to how the examination is to be conducted.
20 Candidates shall be permitted to review their examination scores and obtain sufficient information to
21 permit them to understand and learn from any mistakes or other performance deficiencies. In the
22 event of ties between two or more candidates seniority shall be used to determine ranking on the
23 Promotional List.

24 **Section 4.** The current Promotional List shall be valid until September 1, 2000. The testing
25 for the next Promotional List will be completed by September 1, 2000 in order to permit orderly and
26 voluntary changes in platoon rosters (if needed) before the schedule for the following year is
27 completed.

28 **Section 5.** Within thirty (30) days following the creation or development of an opening or

1 openings in the Shift Paramedic Supervisor classification, the Employer shall freely choose the
2 selectee(s) to open position(s) from the four (4) highest scoring candidates on the current Promotional
3 List.

4 *Section 6.* The Promotional List shall consist of the eight (8) highest scoring Paramedics.
5 There shall be four Acting Shift Paramedic Supervisors, one for each platoon, selected from the
6 Promotional List. The Employer shall be free to utilize Acting Shift Paramedic Supervisors to
7 replace or supplement Paramedic Supervisors due to temporary illness/disability/special projects in
8 accordance with the usual call up procedures. These Acting Shift Paramedic Supervisors shall be
9 paid at the rate consistent with their Acting position (and years of service) in one-half (1/2) hour
10 increments. Paramedics-in-training for the Acting positions shall be paid their customary rate.

11 *Section 7. Reopener.* Management and the Union agree to a reopener by March 1, 1999, to
12 negotiate changes in the language of this Article to establish promotional testing and selection
13 processes for Paramedic Supervisory positions. Additionally, we mutually agree to discuss the
14 feasibility of unification of all Paramedic Supervisory positions.

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1 **ARTICLE 11: BENEFITS**

2 *Section 1.* King 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
17 temporary 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
23 of 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 the
25 regular monthly salary of the employee, before deduction and excluding overtime pay.

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

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

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

4 f. While receiving a disability supplement, the employee shall continue to receive
5 all 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 King County to its employees.

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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
9 be 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
14 attend Union conferences, seminars, classes and other functions of importance to the Union, provided
15 that the Union provides an acceptable replacement for the position, and that the wage cost to the
16 Employer is no greater than the cost that would have been incurred had the Union representative not
17 taken time-off. The Union shall also provide the Employer written notice at least 48 hours before the
18 event (unless an emergency, wherein verbal notice shall be followed by written confirmation) and
19 shall compensate the Employer for overtime costs if the scheduled replacement fails to show for
20 reasons 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 guard against use of 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 \$350.00 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 promotion is
6 required to purchase new uniform items. Paramedics can receive reimbursement for personal
7 protective eye wear. To be eligible for reimbursement, purchases must be for Division approved
8 uniforms and must be substantiated by receipts. Maintenance of such uniforms is the responsibility
9 of the employee.

10 **Section 6.**

11 a. The employee and/or a representative may examine the employee's personnel
12 files in the offices of the agency if the employee so authorizes in writing. Material placed into the
13 employee's files relating to job performance or personal character shall be brought to his or her
14 attention prior to placement in the file. The employee may challenge the propriety of including it in
15 the files. If, after discussion, management retains the material in the file, the employee shall have the
16 right to insert contrary documentation into the file. If the affected employee believes that a
17 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
23 any materials and/or files related to the employee's medical performance which said area medical
24 directors may 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 King County. A six (6) month probationary period shall apply to lateral new hires
3 from other King County paramedic provider groups unless these new employees have less than one
4 (1) year's experience with the previous Paramedic provider group. Dismissal from employment
5 during or at the end of the probationary period shall conform to the established King County Process
6 for Probationary Dismissals.

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1 **ARTICLE 13: GRIEVANCE PROCEDURE**

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

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

26 *Step 3* - If, after thorough evaluation, the decision of the Division Manager has not resolved
27 the grievance to the satisfaction of the employee, the grievance may be presented to the Manager,
28 Labor Relations Division, or his/her designee who shall approve or deny the grievance. The Division

1 shall render a decision within ten (10) working days.

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

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

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

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

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

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

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

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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 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 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
5 2595, shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to
6 perform any customarily assigned duties, sick leave absence which is not bona fide, or other
7 interference with County functions by employees under this Agreement and should same occur, the
8 I.A.F.F., Local 2595, agrees to take appropriate steps to end such interference. Any concerted action
9 by any employees in the bargaining unit shall be deemed a work stoppage if any of the above
10 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 EMPLOYER and UNION each voluntarily and unqualifiedly waive the right and
7 each 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 parties and concludes collective bargaining for its terms, subject only to
13 the desire by both parties to mutually agree to amend or supplement at any time, and except for
14 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. In
4 the event there are two or more employees eligible for layoff within the division with the same
5 seniority, the division head will determine the order of layoff based on employee performance.

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

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

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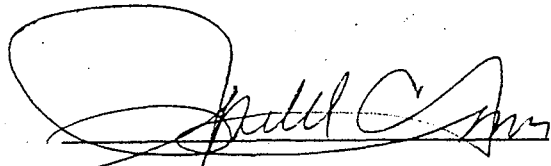
1 ARTICLE 20: CONFERENCE BOARD

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

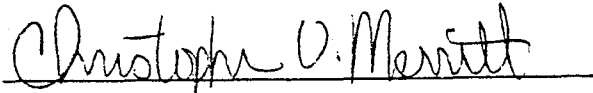
1 ARTICLE 21: DURATION

2 This agreement shall become effective upon ratification by the King County Council and shall
3 be effective from January 1, 1998 through December 31, 2000.

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6 APPROVED this 9 day of September, 1998.

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11 KING COUNTY EXECUTIVE

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14 SIGNATORY ORGANIZATION:

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19 International Association of Fire Fighters

20 Local 2595