

COLLECTIVE BARGAINING AGREEMENT

between

Klickitat County EMS District #1

and

**International Association of Fire Fighters
Local 5172
Professional EMS Providers of Klickitat County**

Effective Dates

January 1, 2022

through

December 31, 2023

TABLE OF CONTENTS

Article 1 – Scope of Agreement and Recognition	3
Article 2 – Union Membership	4
Article 3 – District Rights	5
Article 4 – No Strike or Lockout	6
Article 5 – No Discrimination	6
Article 6 – Hours of Work	6
Article 7 – Overtime	7
Article 8 – Wages and Other Compensation	9
Article 9 – Insurance	10
Article 10 – Retirement	11
Article 11 – Sick Leave	12
Article 12 – Vacation	12
Article 13 – Holidays	13
Article 14 – Other Leaves	14
Article 15 – Seniority and Layoff	14
Article 16 – Probationary Period	15
Article 17 – Uniforms	16
Article 18 – Discipline	16
Article 19 – Grievance	17
Article 20 – Savings Clause	19
Article 21 - General	19
Article 22 - Term and Entire Agreement	20
Appendix 1A	21
Appendix 1B	22
Appendix 2B	23
Appendix 3B	23
Appendix B	24

Article 1 – Scope of Agreement and Recognition

The Agreement is made and entered by and between Klickitat County EMS District #1, (“District”) a political entity in Washington State and the International Union of Fire Fighters, Local #5172 (“Union”). This agreement supersedes all prior written agreements.

The District recognizes the Union as the sole and exclusive bargaining representative for all full-time employees employed by the Klickitat County Emergency Medical Services District #1, excluding supervisors, confidential employees, part-time as applicable under WAC 391-35-350, casual, and temporary employees, and all other employees.

Definitions:

Full Time employee: A Paramedic, Advanced EMT or Basic EMT (IV included) who is budgeted for a full-time position and works a regular full-time schedule.

Part Time employee: A Paramedic or Advanced EMT budgeted to work less than full time and more than 1/6th of a regular full-time schedule.

"On-Call Not Represented": Employees working less than full time as a Basic EMT or an EMT IV Tech are not part of the bargaining unit, and any Paramedic or Advanced EMT employee working less than 1/6th of a regular full-time schedule (aka: "On-Call") per calendar year are not part of the bargaining unit.

"On-Call Represented": Paramedic or Advanced EMT employees who are within the classification of "On-Call" who work at least 448 hours per calendar year will be considered within the bargaining unit and be represented by the Union if they so choose. Subsequently, such employees will be identified as "On-Call Represented" employees; however, On Call Represented employees must accept on-call shifts as offered at least twice per month. In the event an On-Call Represented employee does not work 448 hours in the calendar year, the employee will be reclassified to "On-Call Not Represented". On-Call Represented employees who do not accept shift work as offered for at least two shifts a month are subject to separation of employment. *(note: The 448 calculation is from the start of each calendar year. i.e.: 1/1/2022)*

The classification of "On-Call Represented" is subject to the terms of the collective bargaining agreement, except for the following: Article 6: Hours of Work; Article 7: Overtime (except FLSA overtime over 40 hours in a work week); Article 8.3: Longevity pay; Article 9, Insurance: 9.1 and 9.2; Article 10: Retirement; Article 11: Sick Leave (other than as required by State Law); Article 12: Vacation; Article 15: Seniority/Layoff; Article 18 Discipline: for on-call employees on probation (see *Article 16*); and Article 19.

Grievance: All on call employees may not grieve disciplinary action pertaining to minimum shift requirements; Article 17; Uniforms (District will provide 1 basic uniform);

Supervisory and Confidential employees: those as defined by PECBA. (RCW 41.56)

Regular full-time schedule: defined in Article 6, Hours of Work.

COLA: Cost of Living Adjustment

Step Increase: Based upon time with agency

Article 2 – Union Membership

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representing matters and employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or Union because they choose to exercise their legal rights or rights under the Labor Agreement in effect between the District and Union.

1. Union Dues Deduction: Each employee must provide written authorization to payroll granting the District to deduct Union dues from the employee's monthly payroll. Union dues are those values determined and given to the District by the Union Representative. Upon receipt of the authorization, the District agrees to deduct Union dues upon the next applicable payroll period subject to reasonable timing of notice. The District will cease dues deductions upon written authorization of any bargaining unit member, and will communicate such cease of collection to the Secretary/Treasurer of the Union.

The Union will indemnify, defend and hold the District harmless for all suits, action, proceedings, and claims against the District or persons acting on behalf of the District, whether for damages, compensation, reinstatement or any combination thereof, arising from application of this Article. In the event any suit or other proceeding is brought against the District to invalidate this Article, the Union will actively defend the suit or proceeding. If any part of this Article should be declared invalid or any amounts ordered reimbursed, the Union is solely responsible for such reimbursement.

2. Membership: Within thirty (30) days of hire, all new full-time employees will be forwarded the opportunity to join the union by submitting a signed membership form to the union with a copy submitted to KCEMS District #1. All employees will be made aware of the membership provisions at the time of hire, by the parties to this agreement, and through publication of the terms of this agreement.
3. Union Activities on Duty: Union representatives and members may engage in union related activities consistent with other use of personal time so long as any personal activity does not interfere with work duties and obligations to respond to calls for service.

Article 3 – District Rights

Except as otherwise expressly and specifically limited by the terms of this agreement the District retains all its customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incidental to, its responsibility to manage the affairs of the District not specifically limited by the terms of this Agreement. The rights of the employees in the bargaining unit, and the Union hereunder, are limited to those specifically set forth in this Agreement. The District acknowledges the duty to bargain the impact of changes in policy, practice or work rules that are subject to impact bargaining under RCW 41.56.

The right of the District shall include the following, subject to any bargaining obligations required by RCW 41.56:

To direct and supervise all operations, functions, and policies of the District.

To close an operation or facility, or to relocate, reorganize, or combine the work of divisions, offices, operations for budgetary or other reasons.

To determine the need for a reduction or increase in the workforce, and the implementation of any decision with regard thereto. Should any of these events occur, the District will meet with the Union to discuss the impact on employees.

To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, and methods and procedures.

It is jointly recognized that the District must retain authority to fulfill and implement its responsibilities and may do so by oral or written work rule, existing or future. It is agreed, however, that no work rule will be promoted or implemented which violates a specific provision of this agreement.

To assign and distribute work, work shifts, overtime assignments, workdays, hours of work and work locations unless otherwise specifically identified by this agreement.

To determine the need, use and qualifications of all classifications, new employees, transfers, and promotions.

To discipline, suspend, or discharge an employee in accordance with the provisions of Article 18, 19, policy and law.

To assign and determine the need for additional educational courses or training programs, and to assign employees to such duties for periods to be determined by the District.

Article 4 – No Strike or Lockout

The District and the Union recognize Washington statute (RCW 41.56.430) and public interest requires the efficient and uninterrupted performance of all District services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union or its members will not all cause, engage in, or sanction any work stoppage, strike, lockout, slowdown, or other interference that could disrupt District functions.

Employees who engage in any of the foregoing actions shall be subject to disciplinary action.

Article 5 – No Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. There shall be no discrimination against any employee in the bargaining unit as to age, sex, marital status, race, disability, color, creed, religion, sexual orientation, gender identity, disability, national origin, or other status as applicable by state or federal law. The Union will equally share the responsibilities of applying these provisions of the Agreement with the District.

Article 6 – Hours of Work

1. Scheduling: Full-time regular employees are generally scheduled to work 24 hour shifts on a rotating basis, inclusive of paid rest and meal periods consistent with applicable law. The current regular full-time schedule is to work two (2) consecutive 24-hour shifts followed by 96 hours off, then the same cycle repeated thereafter for a total of approximately 2920 hours per year. In the event the District initiates an additional response unit and seeks to use a shorter daily shift schedule, the District agrees to give at least 60 calendar days' written notice to the Union. If the Union gives written notice of the intent to bargain the impact within 45 calendar days of notice, the parties agree to reopen Article 6.1 and discuss the needs of both parties.

The parties agree that it is not possible to pre-schedule for every situation and recognize the need for flexibility in assigning work and scheduling. The district retains the right to change scheduled hours of work and work schedules for employees upon giving at least 15 days notice. The District will, in good faith, make reasonable efforts to assist employees with changes in schedules.

In the event the District seeks to change the schedule for the agency as a whole, Labor and Management will sit down and identify methods that would create the least amount of impact to the affected employees. The District will not be precluded from effectuating the change so long as notice is provided.

Employees are assigned annual shift schedules by the Chief of EMS Operations, including changes in work locations every calendar month. At the discretion of the District, work teams can be altered at any time for operational need or workplace conflict.

2. Shift Trades: Employees may request to trade shifts at the approval of the District and with at least 72 hours' notice. The Chief of EMS Operations is not precluded from approving trades

with less than 72 hours' notice at their discretion. Both persons seeking a trade must provide written confirmation of the trade. Generally, trades will be completed within the same pay period subject to District approval. Employees are expected to report to work as scheduled or traded. Employees are to document trades as well as the days they actually worked in order to maintain an accurate record of persons present on any given day. Employees will be paid for the hours of their regular schedule, and the District is not responsible for any further compensation.

- In performing a trade, employees are not eligible for any additional pay beyond their normal classification rate of pay.
- Trades may not be granted if the employee has to work more than 72 consecutive hours.
- Where one EMPLOYEE trades for another, each EMPLOYEE will be credited as if he/she had worked his/her normal work schedule for that shift.

The District and the Union agree and understand that trades, while allowed under the Fair Labor Standards Act, are limited by the willingness of the employees to substitute time with/for each other. Neither District nor the Union have the authority or capability to demand an employee trade shifts or "pay back" a shift they traded for. Neither District nor the Union shall be responsible for any compensation or time and employee "losses" as a result of any other employee failing to cover a previously agreed upon trade.

3. Pay Periods and Work Week: Pay periods are every 14 days. Paychecks are paid on Friday following the end of the workweek. The workweek is every 7 days (Sunday 08:00 am to the following Sunday 07:59:59 am).

Article 7 – Overtime

Employees will receive overtime payment in accordance with State and Federal Law for hours worked over 40 hours in a work week, and overtime will be paid at the rate of one and one-half times the employee's regular rate of pay, as calculated for all hours worked in the pay period in quarter (1/4) hour increments. Use of accrued Vacation will count as hours worked for the purpose of calculating overtime. The workweek is Sunday 08:00 am to the following Sunday 07:59:59 am

Due to the nature of 24-hour shifts and scheduling, employees may be regularly scheduled to work more than 40 hours in a work week and also assigned to a shift extension when necessitated by operational need. Consistent with applicable law, employees will receive overtime for all hours worked in excess of 40 hours in a seven (7) day work week. Shift Trades, as defined in Article 6.2 do not apply to overtime.

Employees may also be assigned to unscheduled hours to meet operational needs, which may be eligible for overtime consistent with this agreement. This is intended to meet the needs of regular shifts, not including special events. Unscheduled shifts may be assigned in less than 24-hour increments. Parties acknowledge that there is no guarantee of overtime hours beyond those hours regularly scheduled. The District retains the right to assign hours and regulate overtime hours assigned.

1. Unscheduled overtime shifts: For the purpose of filling shifts that will entitle the employee to unscheduled overtime, KCEMS District #1 will keep two shift call back lists.
 - a. One list will include the full time paramedics ordered from least to most unscheduled overtime hours worked during the preceding month.
 - b. The second list will be the full time EMTs ordered from least to most unscheduled overtime hours worked during the preceding month.

These lists will be calculated with an accounting of any and all time worked by an employee that was not regularly scheduled.

2. Extra available work hours posting: The District generally posts extra available work hours quarterly, with preference to "On-Call" employees.
 - a. Foreseeable open shifts (a shift not filled more than two weeks until said shift): On-Call employees will be given preference to all open shifts. If a "foreseeable" shift is not filled by the two-week deadline a full-time employee may volunteer to work the extra shift.
 - b. Short Notice open shifts (a shift that opens up with two weeks or less to fill): On-call employees will be given preference to "Short Notice" open shifts for the first 96 hours, then a full-time employee may volunteer to work the extra shift.
 - c. Emergent open shifts (a shift that is open at 08:00 within three (3) days or less to fill): On-call employees initially will be given preference to "Emergent" open shifts, then a full-time employee may volunteer to work the extra shift.
 - d. Mandatory: If no employees volunteer to pick up the open shift, the district may mandate an employee to work, as per the paragraph below "Assignment of Extra Work Hours".
3. Assignment of Extra Work Hours: The District will make efforts to utilize volunteers prior to assigning extra work hours to full time employees. In the event the District is unable to fill an open shift, the District shall make the shift mandatory by preference using a rotation of full time employees starting with the least seniority.
 - a. If an employee willingly accepts an open shift or trades with the person at the top of the list, they will rotate to the bottom of the mandatory list. Conversely, if someone is unable to take their rotation, they will remain in place at the top of the rotation. In the event an employee trades out of their mandatory shift, they will remain at the top of the list until a mandatory shift is worked.
 - b. If an employee has been working 72 consecutive hours they will be exempt from being mandated to work an attached day. The next person on the mandatory list will be activated.
4. Call In: Employees called in outside a scheduled shift and mandated to report to duty will be paid a minimum of four (4) hours of pay. This provision does not apply to employees who elect to work voluntary extra hours. The District agrees to only call employees on scheduled vacation after having exhausted attempts to call other off-duty employees. Employees on scheduled and approved vacation or anyone out on sick leave, will not be required to work a mandatory opening.
5. Special Events: In the event that a special event is not staffed, it will not qualify for an employee to be mandated to work that event. Example: Rodeo, football game, etc.

Article 8 – Wages and Other Compensation

1. Wages: For regular full-time employees within-the bargaining unit, hourly rates are provided by Appendix A, attached.

“On-Call Represented” Classifications: Those employees working the classifications of “On-Call Represented” will be paid the hourly rate of Appendix 1A based on their assigned step.

Effective January 1, 2022, Appendix “1A” will be adopted, retroactive to January 1, 2022 if this contract is delayed beyond that date.

Effective January 1, 2022, COLA for each *classification* will be increased based on the June 12 month percent change West region CPI-U 2021, with a minimum of 2% and Maximum of 4% increase. The parties agree the June 2021 CPI was 5.1%, thus the wage scale will reflect a 4% increase. ([Consumer Price Index, West Region — Western Information Office](#)). Steps are 3% apart.

Effective January 1, 2023, COLA for each *classification* will be increased based on the June 12 month percent change West region CPI-U,2022, with a minimum of 2% and Maximum of 4% increase. ([Consumer Price Index, West Region — Western Information Office](#)). Steps are 3% apart.

Note: The wage scale is increased at Step 1, based on the COLAs above. Steps 2-9 are then calculated at 3% apart.

New hire employees will receive a half credit (.5) for every year of service worked as a full-time employee at their current certification. New hire employees will not exceed a step 6 on the pay scale.

2. Step Advancement: Full-time Employees may receive a yearly step increase, up to the top of the scale, subject to a satisfactory yearly evaluation.

Yearly evaluations will be held during the months of November and December and effective for the month of January. Ninety (90) days or less before an employee anniversary date, if the District has identified a potential employee issue that may result in an overall unsatisfactory performance rating, the District will notify the employee of the issue in order to give the employee a reasonable opportunity to correct the issue prior to the evaluation date.

In the event an employee does not receive a satisfactory yearly evaluation, the employee may request a 90-day review period. During this period, the District and employee will meet within the first 10 calendar days to set work expectations. The District and employee will meet at least two more times during the 90 days to discuss performance. After the 90-day period, and at the discretion of the District, if the employee meets expectations, the employee may receive the step increase starting from the end of the 90-day period. If the employee does not meet expectations as set forth in the 90-day period and does not receive the step increase at that time, the employee may contest the matter through the grievance process.

3. Longevity: In recognition of continued service and experience, employees will receive an additional premium as follows.

10 Years: Employees who reach 10 years (120 months) of continuous service will receive an additional premium of 2% of base hourly rate adjusted annually.

15 Years: Employees who reach 15 years (180 months) of continuous service will receive an additional premium of 3% of base hourly rate adjusted annually.

20 Years: Employees who reach 20 years (240 months) of continuous service will receive an additional premium of 4% of base hourly rate adjusted annually.

Employees who have worked in the county before the EMS District was formed; longevity date starts at the formation of the EMS District (1/1/2014). Employees hired after the formation of the EMS District; longevity date starts at their date of hire.

4. Required Certifications: Employees within a classification that requires state certification are responsible for maintaining their certifications at their own cost. The District will offer ACLS, PHTLS and PALS classes at least once per year. Attendance will be permitted while on duty. Mandated education in-services (PCEP) will be scheduled every other calendar month. Employees are required to attend a minimum of four education in-services (PCEP) per calendar year. In the event that an employee is unable to attend an education in-service (PCEP), they must make every effort to make up the provided training. Hours of attendance of mandated education in-service (PCEP) education which are not part of an employee's regularly scheduled hours, will be treated as hours of work for compensation purposes. PCEP will be considered a mandated education in-service as both Paramedics and EMT's are able to use PCEP as a recertification process. If an employee does not attend the in-house, mandated training, make-up or outside training will not be paid, but permitted on shift.

In the event an employee does not attend mandated training in person, that employee may get credit for participating on-line or otherwise, but does not qualify for that time being paid.

Article 9 – Insurance

1. Medical Vision Insurance: The District provides medical/vision insurance through the Washington Fire Commissioners Union. For the current plan offered, PPO-300, the District will pay 100% of the total employee only premium for all full-time employees.

Effective January 1, 2022 for full-time employees, the District will contribute \$50 per pay period (paid every 14 days) toward each employee's individual HRA VEBA account.

The parties acknowledge that Washington Fire Chiefs Association (WFCA) is the provider and is in control of the benefits of the plan; subsequently, changes in the plan benefits are not subject to further negotiations. In the event the insurance plan is discontinued, the District may

substitute another carrier of comparable benefits. In the event costs increase more than 12% in a given year, the District will pay 95% of the total employee premium.

The parties acknowledge that WFCA is the provider and is in control of the benefits of the plan; subsequently, changes in the plan benefits are not subject to further negotiations. In the event the insurance plan is discontinued, the District may substitute another carrier of comparable benefits. In the event premium costs increase more than 12% in a given year, the District will pay 95% of the total employee premium.

2. Dental Insurance: The District provides dental insurance through the WFCA. For the current plan offered, PPO-incentive, the District will pay 100% of the total “employee only” premium for all full-time employees.

The parties acknowledge that WFCA is the provider and is in control of the benefits of the plan; subsequently, changes in the plan benefits are not subject to further negotiation. In the event the PPO-incentive plan is discontinued, the District may substitute another carrier of comparable benefits. In the event premium costs increase more than 12% in a given year, the District will pay 95% of the total employee premium.

3. Life Insurance: The District will pay for a basic term life insurance policy of \$10,000 and an AD&D policy of \$50,000 for full-time employees. Coverage starts upon the first day of employment consistent with carrier agreement and coverage is subject to carrier regulations.
4. Workers Compensation: The District participates in the Washington Dept of Labor and Industries (L&I) regulations for injuries occurring on the job. Employees are to report workplace injuries promptly to the District. Compensation for time off for an accepted work injury subject to L&I and employees will retain any payments from L&I.

Part-Time Employees: Part-Time employees within the bargaining unit receive medical and dental benefits prorated based on budgeted FTE.

On-Call Represented employees: On-Call Represented employees are not eligible for insurance benefits .

The District may offer Light Duty assignments if available and subject to operational need for up to 90 calendar days. Prior to any Light Duty assignment, a medical certification of work restrictions must be provided. Employees will be paid their base hourly rate of pay. The District may assign employees on Light Duty various work including scheduling, chart review, etc. which may change work assignments under this agreement.

Article 10 – Retirement

For full-time employees, the District participates in retirement benefits as provided by the State LEOFF Retirement System. The District will enroll employees and make contributions subject to plan requirements.

Article 11 – Sick Leave

1. **Accrual:** Employees are eligible to earn sick leave consistent with State law and as follows:
 - a. Employees will earn sick leave at the rate of .08 hour for every hour worked.
 - b. Employees may accumulate up to 576 hours of sick leave with no further accrual.
 - c. Sick leave is not earned when on unpaid status or when taking paid leaves, with the exception that if an employee's accrual is maxed and the employee takes sick leave, such period will permit accrual.

2. **Usage:** Employees are eligible to use sick leave consistent with State and Federal Law, and as provided by policy, including by example for personal illness and illness of a family member as provided by law. Abuse of sick leave benefits may be subject to disciplinary action.
 - a. For unforeseeable use of sick leave, Employees are encouraged to provide as much advance notice as possible for use of sick leave. Prior to a work shift, employees should provide at least 1-hour advanced notice prior to a shift or as soon as reasonably possible.
 - b. For foreseeable use of sick leave, Employees should give at least 30 days advance notice.
 - c. Employees absent for 3 or more work days for personal illness or injury, or for the health conditions of a family member or other eligible person under WFMLA, must provide written certification from a health care provider advising of the need to be absent, and expected return date to return to work and any restrictions as permitted by law.

Sick leave is used in increments of ¼ hour. Use of accrued sick leave, vacation, holiday or other accrued leaves do not count towards the calculation of hours worked.

3. **Donated Leave:** In the event of catastrophic illness of an employee as determined by the District, employees may donate, in writing, earned accrued paid leaves. However in no event can an individual employee donate any accrued **sick** leave causing the donating employee's bank to drop below 96 hours. Employees may not donate **vacation** leave causing the donating employee's bank to drop below 96 hours. Leaves that are donated are not refundable to the donor. Employees are responsible for any taxable consequences. Leaves are donated on an hour for hour basis.

Article 12 – Vacation

1. **Accrual:** Full-time employees earn vacation based on the following accrual rates per year. Annual amount is prorated per pay period (every 14 days)

<u>Time of continuous service</u>	<u>*Accrual rate per year</u>	<u>Max Accrual* (hours) x 1.5</u>
0-1 years	48	48
2-3 years	96	144
4-5 years	144	216
6-9 years	192	288
10+ years	240	360

*Earned in an amount equivalent for each pay period.

2. Maximum Accrual: Employees may not accrue more than 1 and ½ times their annual accrual hours at any time. Employees are responsible for monitoring their vacation accruals.
3. Usage: Once per year in March, employees may bid for up to 5 shifts of vacation leave based on seniority bidding. Thereafter, vacation requests are first come first served based on operations. Vacation requests with less than 30 days' notice may not be approved at the discretion of the Chief of EMS Operations. Vacation requests between January and March are first come first served.
4. Annual Buy Back: Employees may request to buy back up to ½ of their current vacation bank in November of each year. The buyback will be paid in a regular paycheck and employees must give notice in October of intent to buy back. "Use" does not include donations. The buyback will be paid at the regular rate of pay.
5. Vacation Pay: For purposes of calculating statutory overtime, Vacation leave used shall be considered "hours worked" under the FLSA guidelines when an employee uses it in place of regularly scheduled work hours.

Upon termination of employment; vacation accruals will be paid out, up to the vacation cap,. at the employee's regular rate of pay.

*Employees who have worked in the county before the EMS District was formed; their start date begins at the formation of the EMS District (1/1/2014) for purposes of figuring vacation accrual. Employees hired after the formation of the EMS District; longevity date starts at their date of hire.

Article 13 – Holidays

Due to the nature of providing emergency services to the public 24 hours a day, the regular schedule does not provide for time off on holidays. In lieu of paid days off for holidays, employees who work on a holiday recognized by the District will receive double time, meaning two (2) times the employee's base hourly rate, for all hours worked on the holiday. Those hours are from the day of the holiday starting at 08:00 a.m. to 07:59:59 a.m. the next day.

The recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and Martin Luther King Day.

1. Personal Days: Employees are allowed two 24 hr paid personal days per year. Personal days will be paid as "hours worked" under the FLSA guidelines when an employee uses it in place of regularly scheduled work hours. Personal days will be guaranteed leave when requested with at least 7 days notice prior to the requested day off. Personal days taken with less than 7 days notice prior to the requested day off needs approval by the Chief of EMS Operations. Personal days do not roll-over into the next year, they must be used during the year they are issued.

Article 14 – Other Leaves

1. Military Leave: Employees may use Military Leave in accordance with State and Federal Law.
2. Leaves of Absence without pay: Employees seeking leave without pay for reasons other than use of protected leave through state or federal law may request a leave of absence without pay for up to 90 calendar days. Employees are encouraged to provide at least 60 days prior written notice. The District retains the discretion to grant leave without pay.
3. Jury Duty: Employees who are summoned for jury duty will be authorized to use unpaid leave and, at the employee's request, will be authorized to use accrued vacation up to the amount that the employee has accrued. Employees are required to provide their official jury summons at the time of scheduling leave and will be required to provide proof of attendance upon return to work.

Further, if the jury trial is canceled, employees are required to report to the KCEMS1 Chief of EMS Operations for directions on returning to work.

4. Court Summons: Employees summoned into court to testify as a result of performance of their duties while engaged for work by KCEMS1 will be authorized paid leave for the time spent in court. The employee must notify the Chief of Operations as soon as the employee receives the summons. If the employee is scheduled to work the day of the summons, the employee will be allowed to leave for the court time and will return to work the rest of their shift. Coverage will be found by the district.
5. Bereavement Leave: Employees who lose a family member will be granted paid and unpaid leave to attend services and address other matters related to the passing of a loved one; in accordance with the following guidelines:
 - a. Upon the death of a parent, child, spouse, brother, sister, grandparent or parent-in-law, employees may utilize up to forty-eight (48) hours of paid bereavement leave per calendar year. Employees who do not have sufficient bereavement leave due to tragic circumstances will be granted forty-eight (48) hours of unpaid leave.
 - b. Upon the death of any other immediate family member (e.g. aunt, uncle, cousin) or acquaintance, employees may utilize up to twelve (12) hours of unpaid leave per calendar year to attend services.

Bereavement leave shall be used in twelve (12) hour increments.

*KCEMS District #1 may require appropriate documentation.

Article 15 – Seniority and Layoff

1. Seniority: For the purposes of continuous service and vacation bidding, seniority is determined from the length of continuous service with the District from date of hire.
2. Classification Seniority: Classification seniority is determined from the length of continuous service with the District within a classification. (for example: Adv EMT vs. Paramedic).

3. Continuous Service: Continued employment with the District without lapse except for allowance for layoff within the recall period, military leave, approved leave without pay not exceeding 90 days, use of protected leave or as provided by applicable law.
4. Layoffs: Layoff is a separation of employment and is at the discretion of the District. The District may lay off employees based on classification seniority.

Employees who are laid off will be given the opportunity to be on a recall list for up to 365 days from the date of layoff. In the event of a recall, employees on the recall list will be recalled by classification seniority. Employees have 10 calendar days from notice of recall to respond. Failure to respond to recall or maintain updated contact information is not subject to further action. Employees who elect not to accept temporary work opportunities or on-call work do not waive their recall rights.

**** For all seniority references, use Appendix B. ****

Article 16 – Probationary Period

The purpose of a probationary period is to evaluate an employee's performance over a sufficient period of time. Regularly scheduled full-time employees will serve an initial probationary period of 365 days from date of full time hire in order to evaluate an employee's performance. In the event an employee does not attend 90% of the regular work shifts scheduled during this period, the probationary period may be extended for up to an additional 90 days in order to demonstrate work performance on duty. The District retains the right to terminate an employee's probationary service at its discretion. Dismissal of a probationary employee is not subject to the grievance process.

On-Call employees who obtain and maintain continuous bargaining unit status, as provided for by Article 1 of this agreement (*448 hours worked in a calendar year*), will be placed on a probationary period lasting until the employee has worked up to 112 shifts (24-hour shifts) with satisfactory performance. While on probationary status, an on-call employee is considered at-will with no recourse to the grievance process for disciplinary actions. Upon successful completion of probation, an employee will have full access to the grievance process, except for disciplinary action pertaining to minimum shift requirements as identified in Article 1.

Employees are hired into specific classifications. The District reserves the right to set staffing levels for each classification. In the event a current employee applies for an open position of a higher classification and is hired, the employee will serve a 180-day probationary period. Dismissal of a probationary employee moving into a higher classification is not subject to the grievance process.

In the event an employee intends to advance their certification classification, a discussion and agreement between the Chief of EMS Operations and the employee will be documented before any schooling starts, regarding future employment with KCEMS1.

Article 17 – Uniforms

1. Uniforms: The District agrees to provide each new full-time employee the following uniform equipment:
 - 1 – Class B Shirt
 - 1 – Polo Shirt
 - 2 – T-shirts with logo
 - 1 – Station work shirt (long sleeve)
 - 2 – Pairs of EMS pants
 - 1 - Belt
 - 1 – Winter Coat
 - 1 - Ball cap
 - 1 - \$150 allowance for boots
2. Uniform Allowance: After a full-time employee's first year, each employee will be issued a uniform allowance of \$300 each calendar year. Employees may maintain a balance of \$500 in their uniform allowance fund. Any uniform purchased in excess of the balance of the employees uniform allowance fund shall be paid directly by the employee.. Uniform allowance is for employee use only. Special uniform considerations may be approved by the Chief of EMS Operations. Uniform allowance may be used toward boot purchase.

The District will provide and maintain at no cost to the employee the appropriate protective equipment/clothing (PPEs) to protect the employee from reasonable hazards of the classification. Employees are expected to wear PPE as recommended and provided.

Article 18 – Discipline

The District reserves the right to discipline employees. Formal disciplinary action is usually progressive in nature but may be imposed at any level if supported by just cause and based upon the seriousness of the conduct and particular circumstances of the event. The parties acknowledge that each situation calling for possible formal disciplinary action is unique to its particular circumstance and that appropriate action will be considered in the context of such circumstances. Formal disciplinary action will be in the form of written reprimand, suspension, or dismissal/termination. Employees are subject to discipline for misconduct as outlined by District policy.

1. Counseling: Forms of evaluation or counseling, such as oral warnings, written directives and work improvement plans, are less formal means of resolving concerns related to employee performance or behavior. These forms of counseling may serve as evidence for future disciplines. Corrective actions, oral warning reduced to writing or other counseling are not considered to be discipline and may not be protested through the grievance procedure. A counseling is considered stale after 365 days from the date of counseling, subject to no further similarly related conduct, and the counseling can be maintained in the supervisory file up to 365 day or the next yearly evaluation, the greater of either. The employee may provide a written rebuttal to a counseling action if provided within 15 calendar days of the counseling. Corrective

actions under this section are not placed in the personnel file. Nothing in this Article shall be construed to prevent or prohibit the Chief of EMS Operations or supervisory employee from discussing operational matters informally with employees.

2. Due process: In the event the District believes an employee may be subject to formal discipline, the following procedural due process shall be followed:
3. Investigatory Interviews: In the event the employer intends to conduct a disciplinary investigatory interview of the employee, the District will give at least forty-eight (48) hours' notice of interview to the employee and Union. The written notice will include the charges or allegations that may subject the employee to discipline. The notice will also include the right for the employee to have a Union representative present. Interviews will be audio recorded and copies will be provided to the Union upon request. In the event that the allegations involve concerns of unlawful conduct, the employee will be given a Garrity Notice.
4. Pre-Disciplinary Opportunity: Prior to imposition of a formal disciplinary action, the District will provide written notice to the Union and the employee of the opportunity to meet in an informal meeting to refute the charges or allegations either in writing or orally, and of the time and place of the meeting. The notice shall inform the employee of the right to have Union representation at the informal meeting and the disciplinary sanction under consideration. This meeting will be audio recorded and copies will be provided to the Union upon request. The employer agrees to consider factors presented by the Union or employee under this section prior to imposition of final discipline.
5. Imposition of Disciplinary Actions: Formal disciplinary actions will be imposed in writing and provided to the employee and Union with explanation of the violations and specific sanction. Disciplinary actions will not be imposed in a manner that will unduly embarrass the employee before other employees or the public. Formal disciplinary action may be grieved through the grievance procedures of the Agreement. Employees on probation may not grieve disciplinary actions or dismissal.
6. Expungement: Written reprimands will be considered stale after 24 months, subject to no similarly related conduct occurring during this period. At 24 months, employees may request to have reprimand removed from their personnel file.
7. Economic sanctions, other than termination, will be considered stale after 60 months, subject to no similarly related conduct occurring during this period at 60 months, employees may request to have the reprimand removed from their personnel file.

Article 19 – Grievance

A grievance is defined as a dispute regarding the meaning or interpretation of a particular section of this Agreement. Employees are encouraged to resolve disputes informally prior to filing an official written grievance. The District will make good faith attempts to resolve matters consistent with the terms of this Agreement.

1. Formal Written Grievance: In the event the parties are not able to resolve a matter informally, an employee may file a formal written grievance as follows:

Step 1 – The Union will provide the Chief of EMS Operations a written grievance within 20 calendar days from the date the employee knows or should have known of the alleged violation. The written grievance will include the facts of the dispute, including date, place and time; the names

of any known witnesses; the specific contract provision considered in dispute; and the proposed remedy. The Chief of EMS Operations will review the grievance and provide a written response within 20 calendar days of receipt from the employee. The Chief of EMS Operations may also provide for a meeting with the employee, Union Representative (if requested) and Chief of EMS Operations.

Step 2 – If the grievance remains unresolved after Step 1, the employee or a Union representative within 20 calendar days of receiving the written answer in Step 1 may submit the written grievance to the District Board. The Board will provide a written response within 30 calendar days of receipt.

Step 3 – Mediation: If the Union is not satisfied with the decision provided by the Board at Step 2, the Union will submit the grievance to PERC mediation within fourteen (14) calendar days from the due date of the Board’s response. Parties agree to share the cost (50% each) of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Thereafter, if a party does not seek to proceed with mediation, the party must declare impasse on the grievance. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

Step 4 – Arbitration: If the grievance remains unresolved after conclusion of the mediation process, the Union may file for Arbitration. Failure to file for Arbitration within 30 days of declaration of impasse will render the grievance withdrawn and moot.

The moving party will contact PERC with a joint request for a panel of at least 7 arbitrator names from PERC. The parties will strike names within 15 days of receipt of the PERC list with the moving party striking first.

The arbitrator’s decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facets of the issue in dispute. The arbitrator will only consider and decide upon the specific issue(s) submitted to the arbitrator in writing by the District and Union and shall have no authority to make a decision on any other issue not submitted. The arbitrator shall have no authority to either substitute his/her judgment for that of the District or reverse the District’s exercise of discretion in District’s Medical Program Director’s decisions involving patient care.

The cost of the arbitrator will be borne by the losing party as determined by the Arbitrator. Each party will bear the cost of presenting its own case.

2. Conditions of the Grievance Process: Time limits may be extended by written mutual agreement. Failure by the grievant to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure provided that arbitration shall not be invoked unless and until both parties are fully aware in writing.

In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

Article 20 – Savings Clause

In the event that any provision of this Agreement are discovered as unlawful or found invalid a final judgment of any court of competent jurisdiction or through final decree of a government (federal or state), such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this Agreement are suspended and shall be modified to comply with the existing regulations or laws.

The parties acknowledge that this agreement covers the terms and conditions of employment as negotiated.

Article 21 - General

Alcohol and Drug Policy: Alcohol and drug use, impairment or possession in the workplace or on department time can endanger the health and safety of employees and the public. Such use will not be tolerated. The parties acknowledge the obligation to provide a drug and alcohol-free workplace for all employees consistent with State and Federal Law. Employees are subject to the terms of the District’s drug and alcohol policy, including random testing for controlled substances at the District’s discretion or testing under reasonable suspicion for use of alcohol contrary to policy.

All Classifications within this bargaining unit are considered safety sensitive under State and Federal Law. New employees are subject to pre-employment drug testing as a condition of employment.

Article 22 - Term and Entire Agreement

This Agreement is valid upon execution and expires on December 31, 2023. This contract will automatically renew from year to year unless either party gives notice of intent to bargaining a successor agreement by August 1st of the expiring year.

This Agreement embodies the whole Agreement of the parties. Parties acknowledge that each party has had full and complete opportunity to present proposals and negotiate on all aspects of wages, hours and working conditions, and negotiations are concluded for the term of this Agreement.

Agreement effective upon execution of all below:

On behalf of the District:

On behalf of IAFF Local #5172

Charles Virts, Board Chair

Date

Nathan Herbeck, President

Date

Tony Gilmer, Vice Chair

Date

Katharina Larson, Vice President

Date

Heiko Stopsack, Secretary

Date

Dave West, Chief Shop Steward

Date

Leslie Hebert, Director

Date

*Suzanne Gilmer,
Secretary/Treasurer*

Date

JJ McCray, Director

Date

William Harryman, Chief

Date

Appendix 1A
Full Time Regular Employee
Hourly Pay Scale:
Includes 4% COLA
Effective 1/1/2022

Full Time / Base Wage		Estimated Annual Earning Based on a 48/96 Schedule (56 hr avg work week)							
PARAMEDIC	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Hourly Rate	\$18.21	\$18.76	\$19.33	\$19.91	\$20.49	\$21.11	\$21.75	\$22.41	\$23.08
Regular	\$37,884.99	\$39,021.10	\$40,200.91	\$41,402.57	\$42,626.07	\$43,915.12	\$45,247.87	\$46,602.47	\$48,001.41
Overtime	\$22,730.99	\$23,412.66	\$24,120.55	\$24,841.54	\$25,575.64	\$26,349.07	\$27,148.72	\$27,961.48	\$28,800.84
Est. Annual	\$60,615.98	\$62,433.76	\$64,321.45	\$66,244.11	\$68,201.72	\$70,264.20	\$72,396.59	\$74,563.95	\$76,802.25

Full Time / Base Wage		Estimated Annual Earning Based on a 48/96 Schedule (56 hr avg work week)							
EMT - A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Hourly Rate	\$15.54	\$16.01	\$16.48	\$16.97	\$17.49	\$18.01	\$18.55	\$19.11	\$19.68
Regular	\$32,313.67	\$33,296.84	\$34,280.01	\$35,306.89	\$36,377.45	\$37,469.87	\$38,584.13	\$39,742.09	\$40,927.74
Overtime	\$19,388.20	\$19,978.10	\$20,568.01	\$21,184.13	\$21,826.47	\$22,481.92	\$23,150.48	\$23,845.26	\$24,556.65
Est. Annual	\$51,701.86	\$53,274.94	\$54,848.02	\$56,491.02	\$58,203.92	\$59,951.79	\$61,734.61	\$63,587.35	\$65,484.39

Full Time / Base Wage		Estimated Annual Earning Based on a 48/96 Schedule (56 hr avg work week)							
EMT - IV	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Hourly Rate	\$15.00	\$15.45	\$15.91	\$16.40	\$16.89	\$17.38	\$17.91	\$18.45	\$19.00
Regular	\$31,199.40	\$32,138.88	\$33,100.20	\$34,105.23	\$35,132.10	\$36,158.97	\$37,251.39	\$38,365.65	\$39,521.66
Overtime	\$18,719.64	\$19,289.33	\$19,860.12	\$20,463.14	\$21,079.26	\$21,695.38	\$23,150.48	\$23,019.39	\$23,713.00
Est. Annual	\$49,919.04	\$51,422.21	\$52,960.33	\$54,568.36	\$56,211.36	\$57,854.35	\$59,602.22	\$61,385.04	\$63,234.66

Full Time / Base Wage		Estimated Annual Earning Based on a 48/96 Schedule (56 hr avg work week)							
EMT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Hourly Rate	\$14.49	\$14.91	\$15.35	\$15.81	\$16.27	\$16.76	\$17.27	\$17.78	\$18.31
Regular	\$30,085.14	\$31,002.77	\$31,920.40	\$32,881.72	\$33,843.05	\$34,869.92	\$35,918.64	\$36,989.21	\$38,093.95
Overtime	\$18,051.08	\$18,601.66	\$19,152.24	\$19,729.03	\$20,305.83	\$20,921.95	\$21,551.18	\$22,193.52	\$22,856.37
Est. Annual	\$48,136.22	\$49,604.43	\$51,072.63	\$52,610.75	\$54,148.88	\$55,791.87	\$57,469.82	\$59,182.73	\$60,950.32

**All compensation is hourly based on hours worked. Values for regular yearly salary and overtime are approximate and for reference purposes only.*

Appendix 1B

Full Time Seniority List

<i>Date of FT Hire</i>	<i>EMPLOYEE</i>	<i>POSITION</i>	<i>STEP</i>
01/01/14	Bryan, Mark	PARA	9
01/01/14	Larson, David	PARA	9
01/01/14	Larson, Katharina	PARA	8
01/01/14	Roeder-Simms, Maria	PARA	9
01/01/14	Williams, Karen	EMT – IV	7
01/01/14	Herbeck, Nate	EMT - IV	6
01/01/14	Flanagan, Paul	EMT - IV	6
01/01/14	Gilmer, Suzanne	EMT - IV	5
01/01/14	West, David	PARA	6
01/01/18	Smith, Sarah	EMT – A	8
07/01/18	White, Lisa	EMT – IV	4
10/01/19	Yost, Codey	PARA	6
12/07/20	Keith, Victoria	EMT	2
01/04/21	Walsborn, Walker	EMT	2
03/02/21	Phillips, Zachary	PARA	4
05/09/21	Albus, Mark	PARA	5

Appendix 2B

EMT Seniority List

<i>Date of FT Hire</i>	<i>EMPLOYEE</i>	<i>POSITION</i>	<i>STEP</i>
01/01/14	Williams, Karen	EMT – IV	7
01/01/14	Herbeck, Nate	EMT - IV	6
01/01/14	Flanagan, Paul	EMT - IV	6
01/01/14	Gilmer, Suzanne	EMT - IV	5
01/01/18	Smith, Sarah	EMT – A	7
07/01/18	White, Lisa	EMT – IV	4
12/07/20	Keith, Victoria	EMT	2
01/04/21	Walsborn, Walker	EMT	2

Appendix 3B

Paramedic Seniority List

<i>Date of FT Hire</i>	<i>EMPLOYEE</i>	<i>POSITION</i>	<i>STEP</i>
01/01/14	Bryan, Mark	PARA	9
01/01/14	Larson, David	PARA	9
01/01/14	Larson, Katharina	PARA	8
01/01/14	Roeder-Simms, Maria	PARA	9
01/01/14	West, David	PARA	6
10/01/19	Yost, Codey	PARA	6
03/02/21	Phillips, Zachary	PARA	4
05/09/21	Albus, Mark	PARA	5

Appendix B

Step Placement for 2022
Effective upon anniversary date of hire
Consistent with Article 8

<i>Date of Hire</i>	<i>EMPLOYEE</i>	<i>POSITION</i>	<i>STEP</i>
12/07/20	Keith, Victoria	EMT	2
01/04/21	Walsborn, Walker	EMT	2
01/01/14	Flanagan, Paul	EMT - IV	6
01/01/14	Gilmer, Suzanne	EMT - IV	5
01/01/14	Herbeck, Nate	EMT - IV	6
07/01/18	White, Lisa	EMT – IV	4
01/01/14	Williams, Karen	EMT – IV	7
01/01/18	Smith, Sarah	EMT – A	8
05/09/21	Albus, Mark	PARA	5
01/01/14	Bryan, Mark	PARA	9
01/01/14	Larson, David	PARA	9
01/01/14	Larson, Katharina	PARA	8
03/02/21	Phillips, Zachary	PARA	4
01/01/14	Roeder-Simms, Maria	PARA	9
01/01/14	West, David	PARA	6
10/01/19	Yost, Codey	PARA	6

Employees hired after January 1, 2020 shall receive step increases upon their hire anniversary date.