

Coalition Labor Agreement (CLA) - Appendix for 170
Agreement Between King County
And
Animal Control Officers Guild
Department of Executive Services (Records & Licensing Services – Regional Animal Services –
King County (RASKC))

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These articles constitute an agreement, terms of which have been negotiated in good faith, between King County (the County) and the Animal Control Officers Guild (the Guild) collectively known as (the Parties). This agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE AND APPLICATION OF COALITION LABOR AGREEMENT

Section 1.1. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County, and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in R.C.W. 41.56. The CLA shall apply to the individual bargaining unit's employees as follows:

Section 1.2. The Preamble in its entirety.

Section 1.3. All Superseding and non-superseding provisions, unless otherwise noted in Section 1.5 below or in the CLA.

Section 1.4. For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA:

- Bilingual Pay pursuant to CLA Article 40

Section 1.5. The following non-superseding articles do not apply to this bargaining unit:

- Article 42 "Safety Gear and Equipment Allowance"
- Article 43 "After Hours Support"

ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP

Section 2.1. Pursuant to CLA Article 37 and the following: The County recognizes the Guild as representing the employees whose positions are within the Department of Executive Services, Records and Licensing Services – Regional Animal Services- King County (RASKC) in the job classifications listed in Addendum A.

Section 2.2. The County recognizes that bargaining unit employees may, at their discretion, become members of the Guild.

Section 2.3. Designated members of the Guild's Grievance Committee shall, for the purposes of investigating and discussing grievances, have reasonable access to work areas and to the personnel records of employees represented by the Guild. Such investigation and discussing of grievances shall occur during the employee's off hours or during breaks and rest periods, unless mutually agreed otherwise.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1. The Guild recognizes the prerogatives of King County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Section 3.2. King County management has the right to schedule overtime work as required and consistent with requirements of public employment.

Section 3.3. It is understood by the parties that every incidental duty connected with operations enumerated in the Classification Specification is not always specifically described.

Section 3.4. The County reserves the right to discipline and discharge for just cause. King County reserves the right to lay off personnel for lack of work or funds; or for the occurrences of conditions beyond the control of the County; or when such continuation of work would be wasteful and unproductive. King County shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

Section 3.5. No policies or procedures covered in this agreement shall be construed as delegating to others or as reducing or abridging the following County responsibilities:

A. The responsibility of the County for determining classifications, the status and tenure of employees, establishing rules, initiating promotions and disciplinary actions and certifying payrolls.

B. The responsibility of Department heads governed by Charter provisions, Ordinances, and Administrative Procedures and Rules for Career Service employees, which include, but are not limited to the following:

1. To suspend, demote, discharge, or take other disciplinary action against

employees for just cause;

2. To relieve employees from duties because of lack of work, lack of funds, or for disciplinary reasons;

3. To determine methods, means, and employees necessary for departmental operations and to evaluate employees on their performance;

4. To control the Departmental budget; and

5. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

Section 3.6. Nothing in this agreement shall be construed to delete from, add to, or otherwise restrict any provision of the King County Charter. Any provision or part of this agreement shall be void if found to be in conflict with the King County Charter. Unless specifically negotiated otherwise or contradicted by a specific provision of this Collective Bargaining Agreement, the 2005 King County Personnel Guidelines shall cover all employees and classifications in the bargaining unit.

Section 3.7. The County shall have the right to shelter animals in the north end area of King County (incorporated and unincorporated) at P.A.W.S. and Seattle Humane Society in the interest of operational efficiency and to most effectively serve the residents of King County.

Section 3.8. Standardized Pay Practices: The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

ARTICLE 4: HOLIDAY SCHEDULING

Pursuant to CLA Article 10 and the following:

Section 4.1. Shelter Work on a Holiday: All work performed on a holiday shall be offered as needed on a voluntary basis from among those employees who are scheduled to work in the Shelter on that day. If no volunteers, then work shall be offered by seniority to Animal Care Technicians who work in the Shelter but are not scheduled to work that day. If there are not a sufficient number of volunteers, the work shall be assigned by inverse seniority from those scheduled

to work in the Shelter during that day.

Section 4.2. Field Work on a Holiday: All work performed on a holiday shall be offered as needed on a voluntary basis from among those ACOs who are scheduled to work in the Field on that day. If no volunteers, then work shall be offered by seniority to officers who work in the Field but are not scheduled to work that day. If there are not a sufficient number of volunteers, as described above, the work shall be assigned by inverse seniority from those scheduled to work during that day, who regularly work in the field.

Section 4.3. Supervisor (Shelter Administrator and Field Sergeant) Work on a Holiday: All work performed on a holiday shall be offered as needed on a voluntary basis from among those employees who are scheduled to work that day. If there are not volunteers, the work shall be assigned by inverse seniority from those supervisors scheduled to work that day.

Employees in special assignments shall be considered for the above scheduling unless they are scheduled to work in their special assignment that day. There shall be no guarantee of hours worked on a holiday.

Section 4.4. Holidays Observed: All employees may be required to work holidays. Comprehensive leave eligible employees who work a holiday shall be paid at the rate of one and a half (1.5) their hourly base rate of pay. Short term temporary employees will be paid time and a half (1.5) the hourly base rate of pay only if they are mandated to work. Benefit eligible employees will also receive eight hours holiday pay provided the employee does not exceed the maximum provided in Section 5.

Holidays are observed on the calendar date upon which the holiday falls and are not observed as defined by the CLA Article 10.2 holiday observed schedule.

ARTICLE 5: VACATION SCHEDULING

Pursuant to CLA Articles 9, 32 and the following:

Section 5.1. The County shall be responsible for scheduling the vacations of employees in such a manner as to achieve the most efficient functioning of the division for the County service. All vacation scheduling shall be done by seniority within each job description. The vacation bid list shall be introduced by December 1st, after the shift bid, the upcoming year to be submitted by December

1 15th. Any vacation requested outside of this bidding period shall be approved or denied within
2 fourteen (14) days of the request. These vacation requests, outside of the bidding period, will be
3 awarded first come, first serve. Vacation requests of one (1) day or less shall be submitted no later
4 than three (3) days in advance. Vacation requests of more than one (1) day shall be submitted no
5 later than two (2) weeks in advance. Exigent circumstances necessitating an employee's use of leave
6 shall be considered on a case by case basis. Operational necessities (such as trainings and
7 adoptathons) may necessitate blackout periods for vacation and/or restricted number of personnel
8 allowed off during any specified period. Blackout dates shall be identified at least two (2) months in
9 advance. Blackout dates shall not affect any previously approved vacation requests. No person shall
10 be permitted to work for compensation for the County in any capacity during the time of paid
11 vacation from the County service.

12 **ARTICLE 6: SICK LEAVE INCREMENTS**

13 Pursuant to CLA Article 31 and the following:

14 **Minimum Sick Leave Usage:** Sick leave may be used in one-quarter hour increments at the
15 discretion of the appointing authority.

16 **ARTICLE 7: WAGE RATES**

17 Pursuant to Total Compensation Agreement, CLA Article 29 and the following:

18 **Section 7.1.** All new employees (including Term-Limited Temporaries) hired at Step 1 shall
19 advance a step on the Squared Salary Table Range listed in Addendum A after the successful
20 completion of the six (6) month probation period (or after six (6) months of satisfactory performance
21 for Term-Limited Temporaries). Advancement to subsequent steps will occur annually on January
22 1st, except that the second salary increase skips a January 1 when first salary increase is between
23 October 1 and December 31, inclusive. Laid off employees who are recalled (including intermittent
24 Full Time Employees) shall have time worked at a particular step prior to layoff credited towards the
25 12-month requirement for their next step advancement.

26 **Section 7.2.** Animal Control Officers that are assigned to perform inspection duties shall
27 receive a five (5%) percent premium above their base wage rate for all hours worked performing
28 those duties. It is acknowledged that Animal Control Sergeants, who may be assigned to perform

inspection duties by management, have received this premium and it is incorporated in the wage grid and will not have an additional premium added when performing inspection duties.

Section 7.3. Pursuant to CLA Article 29, all wage rates in effect for the classifications listed in Addendum A shall receive any applicable increases in accordance with the CLA.

Section 7.4. Staff whose work shifts begin between the hours of 6:00 p.m. and 6:00 a.m. will receive a differential of 50 cents per hour.

Section 7.5. Career Service bargaining unit employees that have the equivalent of twenty-five (25) years or more of full-time service with the County in a Career Service position will receive a Longevity Pay Premium of one-half percent (.5%) of their base hourly rate of pay. Years worked shall be calculated based on full-time service with the County (part-time service shall be pro-rated).

ARTICLE 8: HOURS OF WORK / CONTRACTUAL OVERTIME

Section 8.1. While King County shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed. Article 8 language will apply to this new schedule for the next calendar year. At the third quarterly Labor Management Committee meeting of each year (usually in July) the schedule will be discussed and evaluated for continuation or alteration prior to any end of year rebid.

Section 8.2. The working hours shall normally be between the hours of 6:00 a.m. and 12:00 midnight each day subject to the provisions in Article 8.10.A. The normal work schedule shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days per week (exclusive of lunch period except as noted in Section 8.2.a below) and will not exceed forty (40) hours per FLSA workweek requirements, for which the hourly base rate shall be paid. Employees are expected to be in uniform and ready to work at the start of their shift.

A. The regular working hours for ACOs who are scheduled to work in the field will include a half-hour paid meal period.

B. For employees receiving paid meal periods and/or intermittent rest periods, this agreement specifically supersedes in total the State provisions regarding meal and rest periods for Employees, and as such, these employees do not receive a designated meal or rest period. Employees receiving a paid meal period will be entitled to meal and rest periods only as described in this

1 agreement, and not those provided by State law.

2 The parties agree that alternative work schedules can be established when mutually agreed.

3 **Section 8.3. Contractual Overtime:** Contractual daily overtime shall be paid to employees
4 who work more than their regularly scheduled workday, inclusive of alternative work schedules, at
5 the Contractual Overtime Rate in effect at the time the overtime work is performed.

6 Contractual weekly overtime shall be paid to employees for all hours worked in excess of
7 forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the
8 overtime work is performed.

9 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half
10 times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum
11 A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked
12 that are contractually required to be included when calculating the Contractual Overtime Rate. If the
13 Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
14 employee shall be paid the higher rate of pay pursuant to the FLSA. Hours worked excludes all
15 vacation, sick leave, holiday, compensatory time off, or other leaves of absence.

16 **Section 8.4. Overtime Scheduling:** Overtime shall be classified into two categories -
17 voluntary and mandatory. Voluntary overtime is defined as work beyond an employee's regularly
18 assigned work schedule which can be reasonably anticipated in advance, based on knowledge of
19 employee absences, business need, etc. Voluntary overtime will be offered on the basis of
20 classification seniority within the categories of field and shelter work. Mandatory overtime is defined
21 as work beyond an employee's regularly assigned work schedule which is required to meet the
22 business needs of the program and which could not be anticipated. An employee shall be required to
23 work beyond their regular schedule, however, the County will attempt to assign mandatory overtime
24 on the basis of reverse classification seniority within the applicable job category.

25 The County is authorized to establish a night shift to provide coverage for the hours between
26 10:00 p.m. and 6:00 a.m. All eligible employees will rotate through this assignment.

27 **Section 8.5. On-Call Procedure** - Pursuant to CLA Article 43 and the following.

28 A. Officers responding to emergency calls after 2:00 a.m., or whose response to

1 emergency calls extends past 2:00 a.m., are allowed to report to work on the following work shift no
2 later than 10:00 a.m. If the officer works to the conclusion of his regular shift for that day, he or she
3 will experience no loss of pay, vacation or compensatory time. In order to effectuate this provision,
4 officer must obtain approval from Manager of Animal Services and Programs in advance. The
5 Manager shall consider the circumstances of the Call-Out and shall not withhold such approval
6 unreasonably.

7 **Section 8.6.** The FLSA workweek is defined as seven (7) consecutive twenty-four (24) hour
8 periods which equates to one hundred sixty eight (168) consecutive hours (FLSA workweek). For all
9 contractual and payroll purposes, the standard workweek shall be defined as Friday 00:00 midnight to
10 the following Friday 00:00 midnight.

11 **Section 8.7. Schedule Change:** The County shall notify employees of a schedule change at
12 least fourteen (14) calendar days prior to the effective date of the change, provided that the County
13 may temporarily assign an employee on an immediate basis to fill vacancies created by unscheduled
14 employee absences and in cases of emergency.

15 **Section 8.8. Court Time:** An employee required on a work-related matter to appear in court
16 on a regularly scheduled day off shall be compensated for a minimum of four (4) hours at the straight
17 time hourly base rate (except as provided elsewhere). An employee required to appear in Court prior
18 to or following a regular shift shall be compensated as set forth in Section 8.3 of this Article. The
19 County, in scheduling daily shifts, shall arrange shift hours to cover court time whenever possible.
20 Should this result in a change in an employee's scheduled hours, the employee shall be notified of
21 such change no later than the end of the employee's working day prior to the court date.

22 **Section 8.9. Compensatory Time:** If requested by the employee, compensatory time off
23 may be earned in lieu of overtime pay only upon authorization by the Division Director or designee
24 and shall be earned at the appropriate rate of pay up to a non-renewable cap of 80 hours annually.
25 Employees who have reached the annual maximum of eighty (80) hours of compensatory time must
26 take overtime compensation in pay.

27 The use of accrued compensatory time off will be administered pursuant to the King County
28 Personnel Guidelines. Compensatory time will be cashed out each year in the pay period that includes

December 31st.

Section 8.10. Filling Assignments:

A. Job Bidding to Fill Shift Assignments:

Employee shift assignments will be filled on the basis of seniority, subject to the following:

1. ACOs and Sergeants bidding a Field schedule shall be considered assigned exclusively to the Field. ACTs and Shelter Administrators bidding a Shelter schedule shall be considered assigned exclusively to the Shelter. All ACOs may be required and shall be available to work in the shelter as needed in cases of emergency.

2. The County has the right to determine the schedules for employees in order to provide services to the public.

3. Management may alter the work schedule of employees to accommodate the changes in work schedule resulting from the job bidding.

B. Temporary Schedule Vacancies:

1. The following reference to schedule vacancies refer to periods within a bid year (e.g. an employee's expected six (6) month leave beginning on November 1st results in a two (2) month schedule vacancy in 1st bid year and a four (4) month schedule vacancy in the 2nd bid year).

2. Temporary employees shall be used to fill any temporary schedule vacancies in the Shelter that are going to be filled for less than three (3) months. Temporary schedule vacancies in the Shelter that are going to be filled for a duration of three (3) or more months and any temporary schedule vacancies in the field that are going to be filled shall be filled according to Subsection 8.10.B.3 of this Article.

3. Three (3) to twelve (12) month temporary shelter schedule vacancy, and/or zero (0) to twelve (12) month temporary Field schedule vacancy will be offered to the most senior qualified employee who wants that temporary schedule. The most senior bidder shall be placed in the temporary schedule for the duration of the need. The new resulting temporary vacant schedule positions shall again be open for bid. There shall be a limit of two (2) subsequent temporary schedule bids stemming from the original temporary schedule vacancy. At the end of the temporary need, all employee(s) shall revert back to their original schedule(s).

ARTICLE 9: MISCELLANEOUS

Section 9.1. Vehicles and Their Usage:

A. Vehicles shall be parked at the appropriate authorized County facility or other approved location such as municipal partner facilities as pre-arranged by management) at the end of an employee's shift.

B. The County shall have sole discretion in the assignment of vehicles including, but not limited to, which person(s) shall be assigned vehicles for the purpose of providing emergency coverage outside of normal scheduled work hours.

C. Vehicles assigned under Subsection B hereof may be parked at the employee's residence overnight, in accordance with the County's Take Home Vehicle Policy, as amended.

D. Employees assigned the use of County vehicles will utilize such vehicles in compliance with County policies, rules and regulations. The Department may authorize any person to operate any vehicles including but not limited to volunteers and partner program participants.

E. All of the provisions set forth in this Section and the application of same are at the sole discretion of the County and are not subject to the grievance procedure provisions of the CLA Article 26, beyond Step 2.

Section 9.2. Training: Pursuant to CLA Article and 44 and the following.

Notice of training opportunities will be provided to all employees with the Department Director maintaining authority over who is selected for any specific training opportunity.

Section 9.3. Transitional Duty: The County's Transitional Duty and Job Accommodation Policies shall apply to all Guild bargaining unit employees and positions. First priority in assigning employees to transitional duties shall be within the bargaining unit.

Section 9.4. Use of Security Cameras: The use of any security camera footage, electronic access control system and/or proximity identification cards will not be solely relied upon as the basis for discipline.

A. Any real time viewing is for operational reasons and will not be used for surveillance of employees for the purpose of disciplinary actions.

B. Camera footage, access and proximity information will not be accessed for the

1 purpose of disciplinary action unless there is a documented good faith reason to do so, based upon a
2 reasonable suspicion or other evidence that an employee has committed an offense that could result in
3 discipline.

4 C. Camera footage, access and proximity information will not be reviewed unless and
5 until other corroborating evidence is found involving an employee who may have committed a
6 violation of some rule or policy that could result in disciplinary action. In other words, there will be
7 no “fishing expeditions” to look for violations.

8 D. If camera footage, access and/or proximity information is intended to be used in an
9 investigation, as defined in A, B and C, above, then the employee and the Guild shall have the right,
10 upon request to view the camera footage, access, and or proximity information before an
11 investigatory interview is held.

12 **Section 9.5. Automatic Vehicle Location System Use Policy** – The “Automatic Vehicle
13 Location System Use Policy”, as amended, shall apply to all employees with the following
14 modifications or additions:

15 A. AVL data will not constitute the sole documentation used to determine discipline
16 imposed on an employee.

17 B. Any real time viewing of data is permissible only for operational reasons and will
18 not be used for surveillance of employees, whether to monitor performance or to justify
19 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby
20 AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific
21 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

22 C. The County will not access such data for the purpose of disciplinary action unless
23 there is a good faith reason to suspect that an employee has committed an offense that could result in
24 discipline. The County agrees not to request or view AVL data, absent any other evidence, for the
25 purpose of monitoring an employee who may have committed a violation of some rule or policy that
26 could result in disciplinary action (i.e., no fishing expeditions).

27 D. If the County is aware of AVL data that may pertain to an investigation, the
28 employee who is subject to the investigation and/or the Union will have the right to view the AVL

1 data before an investigatory interview is conducted by the employee's department/division. If the
2 County refuses to show the employee and the Union the AVL data-upon request before conducting an
3 investigatory interview, then the AVL data shall not be used as evidence in any manner related to
4 discipline.

5 E. The County agrees to comply with requests from the employee and/or the Union
6 for access to AVL data where discipline or the potential to issue discipline exists.

7 F. All Public Disclosure Requests related to AVL data will be forwarded to public
8 disclosure officials of the department/division responsible for the particular vehicle, or that employs
9 the Union employee, for response pursuant to the department's policies and procedures.

10 **Section 9.6. Employee Voluntary Fostering:** During emergent or episodic circumstances
11 management will authorize the payment of a contractual On Call Rate of \$30.00 (thirty dollars) per
12 twenty-four (24) hour period to employees who assist in the care of animals with additional needs
13 (medical and/or behavioral). This staff assignment may be initiated by Shelter Administrators, Lead
14 Sergeants, Managers, and RASKC Veterinarians, and must be reported to the Foster Coordinator and
15 the Manager of the RASKC by email at the time of the assignment. Such fostered animals shall be
16 transferred to a regular volunteer foster as soon as practical. Employees are not considered
17 contractually on call during this fostering but are being paid the on call pay as a means to compensate
18 for the voluntary coverage of the usual Foster Volunteers.

19 **ARTICLE 10: UNFAIR LABOR PRACTICES**

20 The parties agree that 30 days prior to filing a ULP complaint with PERC, the complaining
21 party will notify the other party, in writing, meet, and make a good faith attempt to resolve the
22 concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is
23 seeking a temporary restraining order as relief of the alleged Unfair Labor Practice.

24 **ARTICLE 11: SENIORITY**

25 **Section 11.1.** Employees shall be given a seniority date based on their date of hire into a full-
26 time Career Service position subject to the definition below. Seniority application for part-time
27 employees shall be discussed and agreed upon in labor/management. Probationary employees shall
28 have no seniority rights.

Classification Seniority: Seniority within classification shall commence on the first date of full-time employment as a career service employee in the classification. Employees converting from a full-time short term temporary or full-time term-limited temporary position to career service position with no break in service shall have their original hire date as a full-time temporary be their seniority date. Intermittent FTE's shall have their seniority calculated based on time employed in the corresponding classification (their time laid off shall not count, but their seniority shall resume upon recall). Classification seniority will be used for job bidding, vacation bidding and reduction in force.

Seniority shall be limited within each classification described in Section 11.5, below. Any Animal Care Technician (current or future) with previous seniority as an Animal Control Officer shall have the seniority combined, subject to the provisions of Section 11.2 below.

Section 11.2. Seniority rights shall be forfeited for any of the following reasons:

A. Termination for just cause.

B. Resignation/retirement, unless reinstated within two (2) years of the date of their resignation/retirement date. This includes employees either leaving County employment or who maintain County employment but who have taken a position outside of the bargaining unit (whether in Animal Services or with another agency). Employees being reinstated within the two (2) year window shall have their seniority restored to what they had at the time they left.

Section 11.3. Beginning on the 31st day, any unpaid leaves of absence in excess of 30 consecutive days shall not continue to accrue seniority (i.e. employee who was on unpaid leave for 45 days would lose 15 days of seniority).

Section 11.4. If an employee bumps to a lesser classification due to reduction in force; or demotion due to discipline or voluntary reasons, the employee will retain their previously accrued seniority in that lesser classification.

Section 11.5. The bargaining unit consists of all County employees holding the positions listed in the wage addendum.

ARTICLE 12: REDUCTION IN FORCE AND REHIRE

Employees laid off as a result of a reduction in force shall be laid off by order of inverse seniority within classification, with the employee with the least time being the first to be laid off. In

1 the event there are two or more employees eligible for layoff within the division with the same
2 classification and seniority, the County will determine the order of layoff based on employee
3 performance.

4 Employees subject to layoff who have seniority in another bargaining unit classification shall
5 have the right to bump the least senior employee in that classification, as long as their classification
6 seniority in the position bumping into is greater than the least senior employee in that classification.

7 Recall rights to the classification from which an employee has been laid off shall expire two
8 (2) years from the date of layoff.

9 Employees laid off according to this Article will be eligible for rehire into positions of the
10 same classification according to seniority. The employee laid off last will be the first rehired.

11 **ARTICLE 13: CLOTHING AND EQUIPMENT**

12 **Section 13.1.** Animal Control Officers and Animal Control Sergeants shall be provided
13 appropriate footwear, uniforms (including the field jumpsuit), raincoats, winter coats and other
14 protective clothing as determined by the Department to be necessary for the performance of their job
15 responsibilities. Initial set of necessary clothing allotment shall consist of four (4) pairs of pants, four
16 (4) shirts and one (1) pair of appropriate footwear. For each year after employees shall be provided
17 annually as necessary at no cost to the employee. Should employees elect to purchase their own
18 pants and appropriate footwear (which may include various types of work necessary shoes) the
19 County will reimburse employees up to \$500.00 per year for appropriate footwear and/or for pants,
20 subject to replacement as outlined below. Proper upkeep of clothing is the responsibility of the
21 employee. Reimbursement shall be limited to replacement of items on the allocation list, but shall be
22 limited by dollar amount and not quantity. Unused reimbursement amounts will not carry forward to
23 subsequent years. Reflective tape or other suitable material will be provided in order to ensure
24 maximum visibility of officers.

25 Animal Care Technicians and Licensed Veterinary Technicians shall be provided with
26 necessary uniform attire as determined by the Department. Should an employee elect to purchase
27 their own uniforms, the County will reimburse employees up to \$350.00 for uniform/shoe
28 replacement, subject to replacement as outlined below. Proper upkeep of clothing is the

responsibility of the employee. Reimbursement shall be limited to replacement of designated uniform items. Unused reimbursement amounts will not carry forward to subsequent years.

Clothing items necessary to perform job responsibilities shall be determined by the County. Such determination shall take into account budget considerations, seasonal needs, responsibilities of job category, public appearance, and similar factors. Twice yearly, the County shall facilitate an inventory and assessment of clothing and equipment needs for the upcoming 6-month period. The County will make a good faith effort to have the assessment completed and clothing purchases determined within one calendar month. To the extent possible, the County will attempt to facilitate purchase of standard items centrally through an identified vendor. Purchases which can be expedited through the employee reimbursement process may be completed. In such case, purchase and reimbursement shall be approved in advance by the Manager of Animal Services and Programs and processing of reimbursement shall be expedited to the extent possible.

Section 13.2. The County will provide each officer with equipment which is to be maintained by each officer and returned to the County upon termination of employment. Failure of such shall result in a loss in pay equal to the value of replacing the equipment. This equipment shall include an optional bullet-proof vest of mutually agreeable level of protection and quality. Employees opting to receive a vest shall be required to wear the vest whenever in the field and are responsible for its proper care. Said vests will be replaced according to manufacturer recommendations.

ARTICLE 14: WORK STOPPAGES

Section 14.1. The County and the Guild agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave shall be considered as an automatic resignation.

1 Such a resignation may be rescinded by the County if the employee presents satisfactory reasons for
2 the absence within three (3) calendar days of the date the automatic resignation became effective.

3 **Section 14.2.** Upon notification in writing by the County to the Guild that any of its
4 represented employees are engaged in a work stoppage, the Guild shall immediately, in writing, order
5 such represented employees to immediately cease engaging in such work stoppage and provide the
6 County with a copy of such order. In addition, if requested by the County, a responsible official of
7 the Guild shall publicly order such employees to cease engaging in such a work stoppage.

8 **Section 14.3.** Any employee who commits any act prohibited in this Section will be subject
9 in accord with the County's personnel guidelines to the following action or penalties.

10 **A.** Discharge

11 **B.** Suspension or other disciplinary action as may be applicable to such employee.

12 **ARTICLE 15: PERSONAL APPEARANCE**

13 **Section 15.1. Appearance:** Employees covered by this agreement are required to present an
14 acceptable appearance and attitude to the general public as an essential extension of their job
15 function.

16 **Section 15.2. Uniforms:** shall be kept in such a manner as to reflect a neat and clean
17 appearance at all times.

18 **ARTICLE 16: USE OF VOLUNTEERS**

19 **Section 16.1.** It is the intent of the parties to allow the use of volunteers to provide support
20 for the functions of Regional Animal Services of King County. Volunteers may only be used to
21 support, not supplant, bargaining unit work. Further, in order to provide harmonious relations
22 between bargaining unit members and volunteers, the Department will provide each volunteer
23 training prior to any assignments so that they understand their limited role. Volunteers will also be
24 provided some type of identification or uniform that clearly distinguishes them from regular
25 employees. Volunteers shall be supervised at all times by the Volunteer Program Manager in
26 conjunction with RASKC management staff and Shelter Administrator(s). The Volunteer Program
27 Manager, in cooperation with RASKC staff, will normally coordinate volunteer activities as
28

1 authorized in this Article, Volunteers may perform the following tasks:

2 **A. Photographing Dogs and Cats Available for Adoption/Redemption:**

3 Designated and trained volunteers may digitally record animals available for adoption. Photos of
4 animals, including those available for adoption, will be used to promote the services of RASKC, and
5 will be used on the RASKC web site, the Petfinder web site, and in other venues intended to facilitate
6 pet adoption, licensing or community education.

7 **B. Meet and Greet Customers and the Public:** Volunteers may assist visitors to the
8 shelters and direct them to the appropriate staff person for assistance. Volunteers may hand out
9 brochures, application forms, client feedback surveys, show them the lost and found pet listings and
10 direct customers to the appropriate line.

11 **C. Bathe and Groom Dogs and Cats:** Trained volunteers may bathe and groom
12 dogs and cats. The Shelter Sergeant or Management shall determine which animals to bathe or
13 groom.

14 **D. Foster and Placement Partner Volunteers:** Volunteers, working under the
15 direction of the Foster Coordinator or Management, may assist in the foster/placement of animals
16 under the program as it currently exists as of the date of execution of this agreement, including
17 transporting animals to foster/placement partners. Provided, the program shall comply with all
18 ordinances, laws and regulations pertaining to placement programs.

19 **E. Offsite Adoptions and Locations:** Volunteers may be utilized to assist in the
20 Offsite Adoption Program. Trained volunteers shall be permitted to transport animals to and from
21 offsite events and locations with oversight from the Animal Services Coordinator, Manager of
22 RASKC services, or other RASKC employee, including performing cat and small mammal
23 adoptions. A RASKC employee does not need to be present, as long as volunteers are trained and in
24 compliance with all applicable rules, policies and ordinances.

25 **F. Animal Care and Socializing:** Trained volunteers may feed, water and clean
26 kennels and cages of animals available for adoption and other areas authorized by a Shelter Sergeant
27 and/or management staff. Volunteers may train and socialize animals, including performing such
28 tasks as walking dogs, playing with cats, and other activities designed to provide stimulation and

activity for purposes of promoting good animal health and positive behavior.

G. Veterinary Department Volunteers: Volunteers approved by the Clinic Manager or the Manager of RASKC shall be able to assist in Veterinary Department duties.

H. Pet Detectives: Trained volunteers may assist as Pet Detectives, by providing information to customers looking for lost pets, compare shelter stray population with lost reports and online postings, conduct tours for people looking for lost pets, post flyers and hold signs in neighborhoods where stray animals were impounded.

I. Chameleon Access: Trained volunteers may have access to Chameleon for the purposes of uploading photos and Petfinder/Petharbor memos and other activities approved by the Shelter Sergeant.

J. Shelter Tour Guides: Trained volunteers may conduct shelter tours for youth and community groups and prospective donors.

K. Adoption Follow-Up: Trained volunteers may participate in adoption follow-up phone calls or emails to adopters, for the purposes of ensuring a smooth transition into the new home and to identify issues to be referred to the Shelter Sergeant, Veterinary Department or other employee as appropriate.

L. Feral/Barn Cat Program: Trained volunteers may assist in activities associated with the Feral/Barn Cat Program, including screening and educating prospective barn homes, transporting cats to barn homes or other locations for placement.

M. Meet Your Match: Trained volunteers may participate in the Meet Your Match[®] Canine-ality and Feline-ality or similarly regimented adoption programs when implemented at RASKC. These volunteers provide matchmaking assistance to prospective adopters, under the supervision of Shelter staff.

N. Housekeeping Duties: Volunteers may perform full laundry services as needed, wash dishes, sweep and mop floors and participate in other cleaning duties as requested by a Shelter Sergeant or management staff.

Section 16.2. Volunteers shall be permitted to do only those duties specifically stated herein. It is the County's responsibility to insure that only the listed duties are performed. In the event that a

volunteer does perform duties beyond those listed herein, regardless of the number of times or the duration, such performance shall not constitute a past practice of an expansion of the permissible duties of a volunteer.

Section 16.3. Dispute Resolution: The parties agree to meet on a quarterly basis to review the use of the volunteers and to resolve any issues regarding the appropriate use of the volunteers. If the parties are unable to resolve the issues a grievance may be filed.

For Animal Control Officers' Guild:

Signed by:

Sam Moore

Sam Moore, President

For King County:

DocuSigned by:

Josh Marburger

Josh Marburger, Labor Relations Negotiator
Office of Labor Relations, Executive Office

cba Code: 170

**ADDENDUM A
ANIMAL CONTROL OFFICERS GUILD
AND
KING COUNTY**

Union Code: P1

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
5252150	525701	Animal Care Technician	35
5252100	525301	Animal Control Officer	45
5252500	525801	Animal Control Officer – Lead	48
5252200	525501	Animal Control Sergeant	53
5252300	525601	Animal Control Sergeant – Lead	56
3130100	314101	Foster Program Coordinator	46
2291000	222102	Animal Services Coordinator	37
5252400	525401	Animal Shelter Administrator	46
3206100	324201	Veterinary Technician	43
* All salary ranges above are the King County Salary Schedule, “squared table.”			