

AGREEMENT BETWEEN
ANIMAL CONTROL OFFICERS GUILD
AND
KING COUNTY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1: PURPOSE..... 1

ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP 2

ARTICLE 3: MANAGEMENT RIGHTS 5

ARTICLE 4: HOLIDAYS 7

ARTICLE 5: VACATIONS 8

ARTICLE 6: SICK LEAVE 10

ARTICLE 7: WAGE RATES..... 15

ARTICLE 8: HOURS OF WORK / OVERTIME..... 17

ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS..... 22

ARTICLE 10: MISCELLANEOUS 23

ARTICLE 11: SETTLEMENTS OF DISPUTES..... 25

ARTICLE 12: DISCIPLINE 29

ARTICLE 13: SENIORITY 30

ARTICLE 14: REDUCTION IN FORCE AND REHIRE 31

ARTICLE 15: CLOTHING AND EQUIPMENT 32

ARTICLE 16: WAIVER CLAUSE..... 34

ARTICLE 17: SAVINGS CLAUSE..... 35

ARTICLE 18: WORK STOPPAGES..... 36

ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY..... 37

ARTICLE 20: PERSONAL APPEARANCE 38

ARTICLE 21: USE OF VOLUNTEERS..... 39

ARTICLE 22: EFFECTIVE DATE AND DURATION 41

ADDENDUM A: WAGE ADDENDUM 42

ADDENDUM B: TRANSITION TO BI-WEEKLY PAYROLL..... 43

ADDENDUM C: SCHEDULE ROTATIONS..... 44

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREEMENT BETWEEN
ANIMAL CONTROL OFFICERS GUILD
AND
KING COUNTY

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

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.

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

2 **Section 1.** The County Council recognizes the signatory organization as representing their
3 members whose department job classifications are listed in Addendum A.

4 **Section 2.** It shall be a condition of employment that all employees covered by this agreement
5 who are members of the Guild in good standing on the effective date of this agreement shall remain
6 members in good standing or pay an agency fee and those who are not members in good standing on
7 the effective date of this agreement shall, on the thirtieth day following the effective date of this
8 agreement, become and remain members in good standing in the Guild, or pay to the Guild an
9 agency/representation fees in lieu of membership. Any employee who fails to pay in full the sums
10 due to the Guild will be subject to discharge.

11 It shall also be a condition of employment that all employees covered by this agreement and
12 hired or assigned into the bargaining unit on or after the effective date shall, by the thirtieth day
13 following the beginning of such employment, become and remain members in good standing in the
14 Guild. Provided; employees who hold genuine religious beliefs or tenets which object to membership
15 in the Guild may pay dues to one of the following charitable organizations:

- 16
- 17 Fred Hutchinson Cancer Research Center;
- 18 Children's Orthopedic Hospital;
- 19 The American Heart Association of Washington;
- 20 or
- 21 Another non-religious charitable organization as
- 22 proposed by the employee and approved by the
- 23 Guild in accordance with the procedure set forth
- 24 in the Washington Administrative Code.
- 25

26 Such employee shall also, at the Guild's request, be required to furnish proof to the Guild on a
27 monthly basis that said sums have been paid to such charitable organization as described above. Any
28 such employee who fails to pay the sums due to said charitable organization, or furnish proof of

1 payment to the Guild, will be subject to discharge as otherwise provided for in this Section.

2 Any employee who does not contribute financial support to the Guild shall be required to pay
3 all reasonable costs incurred by the Guild in the event it processes a grievance on such individual's
4 behalf, including arbitration and court costs.

5 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
6 bargaining unit employee, the County shall deduct from the pay of such employee the amount of dues
7 as certified by the Secretary-Treasurer of the Guild and transmit the same to the Secretary-Treasurer
8 of the Guild.

9 The Guild will indemnify, defend, and hold the County harmless against any claims made and
10 against any suit instituted against the County on account of any check-off of dues for the Guild. The
11 Guild agrees to refund to the County any amounts paid to it in error on account of the check-off
12 provision upon presentation of proper evidence of error.

13 **Section 4.** The County agrees to provide suitable spaces for the Guild to use for a bulletin
14 board. Postings by the Guild shall be confined to official business of the Guild. The Guild shall
15 provide a copy of all postings to the County at least two hours in advance of posting, unless approved
16 for immediate posting. All costs incident to preparing and posting of Guild material will be borne by
17 the Guild. The Guild will be responsible for obtaining the board and maintaining it in an orderly and
18 neat fashion. The Guild will remove all dated and unauthorized material.

19 **Section 5.** Designated members of the Guild's Grievance Committee shall, for the purposes
20 of investigating and discussing grievances, have reasonable access to work areas and to the personnel
21 records of Guild members. Such investigation and discussing of grievances shall occur during the
22 employee's off hours or during breaks and rest periods, unless mutually agreed otherwise.

23 **Section 6.** Such members of the Guild as may be designated by the Guild may be granted
24 leave without pay from duty for Guild business such as attending labor conventions and educational
25 conferences, provided that the total leave for this purpose does not exceed ten (10) working days in
26 any calendar year and written approval from the County is obtained prior to the absence.

27 **Section 7.** Once each calendar year upon request, the County will provide the Guild with a
28 current listing of all employees within the bargaining unit. The list shall include the name of the

1 employee, the employee's classification, seniority within the employee's current classification, job
2 location, and salary.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 **Section 1.** The Guild recognizes the prerogatives of King County to operate and manage its
3 affairs in all respects in accordance with its responsibilities and powers of authority.

4 **Section 2.** King County management has the right to schedule overtime work as required and
5 consistent with requirements of public employment.

6 **Section 3.** It is understood by the parties that every incidental duty connected with operations
7 enumerated in the Classification Specification is not always specifically described.

8 **Section 4.** The County reserves the right to discipline and discharge for just cause. King
9 County reserves the right to lay off personnel for lack of work or funds; or for the occurrences of
10 conditions beyond the control of the County; or when such continuation of work would be wasteful
11 and unproductive. King County shall have the right to determine reasonable schedules of work and to
12 establish the methods and processes by which such work is performed.

13 **Section 5.** No policies or procedures covered in this agreement shall be construed as
14 delegating to others or as reducing or abridging the following County responsibilities:

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

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

21 A. To suspend, demote, discharge, or take other disciplinary action against
22 employees for just cause;

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

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

27 D. To control the Departmental budget; and

28 E. To take whatever actions are necessary in emergencies in order to assure

1 the proper functioning of the department.

2 **Section 6.** Nothing in this agreement shall be construed to delete from, add to, or otherwise
3 restrict any provision of the King County Charter. Any provision or part of this agreement shall be
4 void if found to be in conflict with the King County Charter. Unless specifically negotiated otherwise
5 or contradicted by a specific provision of this Collective Bargaining Agreement, the 2005 King
6 County Personnel Guidelines shall cover all employees and classifications in the bargaining unit.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** All benefit eligible employees shall be granted the following holidays with pay as
3 well as any day designated by public proclamation of the State as a legal holiday.

4

5 New Year's Day	January 1st
6 Martin Luther King Day	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veterans' Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
13 Christmas Day	December 25th

14 **Section 2.** All employees may be required to work holidays. Such work shall be paid at the
15 rate of two times (2 X) the regular hourly rate of pay, plus eight hours holiday pay provided the
16 employee does not exceed the maximum provided in Section 4.

17 **Section 3.** All work performed on a holiday shall be offered on a voluntary basis from among
18 those employees who are scheduled to work during that period. If no volunteers, then work shall be
19 offered by seniority to officers not scheduled to work. If there are not a sufficient number of
20 volunteers, the work shall be assigned by inverse seniority from those scheduled to work.

21 **Section 4.** Each employee shall receive two (2) additional personal holidays to be
22 administered through the vacation plan. One day shall be granted to all eligible employees on the first
23 of October and the second shall be granted to all eligible employees on the first of November of each
24 year. These days may be used in the same manner as any vacation day earned.

25 **Section 5.** Employees shall be compensated for no more than ninety-six (96) hours of holiday
26 time per year. Employees whose employment starts after January 1st will receive a prorated amount.

1 **ARTICLE 5: VACATIONS**

2 **Section 1.** Benefit eligible employees shall receive vacation benefits as indicated in the
3 following table:

4

5

Full Years of Service	Full-time Equivalent Days	Annual Leave hourly accrual rate
Upon hire through end of Year 5	12	0.0462
Upon beginning of Year 6	15	0.0577
Upon beginning of Year 9	16	0.0616
Upon beginning of Year 11	20	0.0770
Upon beginning of Year 17	21	0.0808
Upon beginning of Year 18	22	0.0847
Upon beginning of Year 19	23	0.0885
Upon beginning of Year 20	24	0.0923
Upon beginning of Year 21	25	0.0962
Upon beginning of Year 22	26	0.1001
Upon beginning of Year 23	27	0.1039
Upon beginning of Year 24	28	0.1078
Upon beginning of Year 25	29	0.1116
Upon beginning of Year and beyond 26	30	0.1154

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22 **Benefit eligible employees with more than 6 months of continuous service will accrue**

23 **vacation benefits on an hourly basis each pay period for compensated regular hours (i.e., vacation,**

24 **sick leave, holiday, jury duty, military, bereavement). Vacation accrual shall date from the first of the**

25 **month in which the employee commenced such continuous service. If such commencement date was**

26 **the first working day of the month, the 6 months of service for vacation purposes shall date from the**

27 **first of the month in which the service began.**

28 **Section 2.** Vacation benefits for benefits eligible employees will be established based upon

1 the ratio of hours actually worked (less overtime) to a standard workweek.

2 **Section 3.** A benefit eligible newly hired employee may, at the County's discretion, be
3 permitted to use up to one-half (1/2) of his/her accruing vacation as essential extension of used sick
4 leave. If an employee does not work a full six (6) months, any vacation credit for sick leave must be
5 reimbursed to the County upon termination. This provision does not limit the right of employees to
6 use accrued leave for a qualifying event under the Washington Family Care Act.

7 **Section 4.** The County shall be responsible for scheduling the vacations of employees in such
8 a manner as to achieve the most efficient functioning of the division for the County service. All
9 vacation scheduling shall be done by seniority within each job description. The vacation bid list shall
10 be introduced by December 1 for the upcoming year, to be completed by March 1st. Any vacation
11 requested outside of this bidding period shall be approved or denied within fourteen (14) days of the
12 request. No person shall be permitted to work for compensation for the County in any capacity
13 during the time of paid vacation from the County service.

14 **Section 5.** Any employee separating from County service who has not taken his earned
15 vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation
16 based on the pay rate in effect for each employee on their last day actually worked. When separation
17 is caused by the death of an employee, payment shall be made to the estate of such employee, or in
18 applicable cases, as provided by Chapter 11, R.C.W. A person receiving pay in lieu of unused
19 vacation may not be re-employed by the County in any capacity until a number of working days equal
20 to the number of days of paid vacation has elapsed following the effective date of separation.
21 Nothing in this Section shall be interpreted as preventing the County from filling a position vacated
22 by separation immediately following the effective date of separation.

23 **Section 6.** Employees shall accrue up to a maximum of sixty (60) days vacation (i.e., 5/8 (5
24 days of 8 hours a day) or 4/3 (4 days on and 3 days off) = 480 hours; 4/4 (four days on and four days
25 off) = 462 hours).

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1. Accrual rate:** Employees eligible for leave benefits shall accrue sick leave at the
3 rate of 0.04616 hours for each hour in a pay status exclusive of overtime up to a maximum of 8 hours
4 per month, except that sick leave shall not begin to accrue until the first of the month following the
5 month in which the employee commenced service. An employee is not entitled to sick leave if not
6 previously earned.

7 **Section 2. Minimum Sick Leave Usage:** Sick leave may be used in one-half hour
8 increments at the discretion of the appointing authority.

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

11 **Section 4. Separation from Employment:** Separation from or termination of County
12 employment, except by reason of retirement, or lay-off due to lack of work, funds, efficiency reasons
13 or separation for non disciplinary medical reasons, shall cancel all sick leave accrued to the employee
14 as of the date of separation or termination. Should the employee resign in good standing, be
15 separated for non-disciplinary medical reasons or be laid off, and return to the County within two
16 years, accrued sick leave shall be restored, but the restoration shall not apply where the former
17 employment was in a term limited temporary position.

18 **4.1 Retirement and/or Death Benefit:** Employees eligible to accrue sick leave and
19 who have successfully completed at least five years of county service and who retire as a result of
20 length of service or who terminate by reason of death shall be paid, or their estates paid or as
21 provided by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused,
22 accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving
23 county employment less mandatory withholdings.

24 **Section 5. Use prior to Unpaid Leave:** An employee must use all of his or her sick leave
25 before taking unpaid leave for his or her own health reasons. If the injury is compensable under the
26 county's workers compensation program, then the employee has the option to augment or not
27 augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the
28 employee shall choose at the start of the leave whether the particular leave would be paid or unpaid;

1 but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve
2 of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her sick
3 leave may use accrued vacation leave before going on leave of absence without pay, if approved by
4 his or her appointing authority.

5 **Section 6. Uses of Sick Leave:** Sick leave shall be used for the following reasons:

6 **6.1** The employee's bona fide illness; but an employee who suffers an occupational
7 illness may not simultaneously collect sick leave and worker's compensation payments in a total
8 amount greater than the net regular pay of the employee;

9 **6.2** The employee's incapacitating injury, but:

10 **A.** an employee injured on the job illness may not simultaneously collect sick
11 leave and worker's compensation payments in a total amount greater than the net regular pay of the
12 employee; though an employee who chooses not to augment his or her worker's compensation time
13 loss pay through the use of sick leave shall be deemed on unpaid leave status;

14 **B.** An employee who chooses to augment workers compensation payments
15 with the use of accrued sick leave shall notify the workers compensation office in writing at the
16 beginning of the leave;

17 **C.** An employee may not collect sick leave and workers compensation for
18 physical incapacity due to any injury or occupational illness which is directly traceable to
19 employment other than with the County;

20 **6.3** The employee's exposure to contagious diseases and resulting quarantine;

21 **6.4** A female employee's temporary disability caused by or contributed to by
22 pregnancy and childbirth;

23 **6.5** The employee's medical or dental appointments, provided that the employee's
24 supervisor has approved the use of sick leave for such appointments;

25 **6.6** To care for the employee's child if the child has an illness or health condition
26 which requires treatment or supervision from the employee;

27 **6.7** To care for other family members, if:

28 **A.** the employee has been employed by the county for twelve months or more

1 and has worked a minimum of one thousand forty hours in the preceding twelve months;

2 B. the family member is the employee's spouse or domestic partner, the
3 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
4 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
5 employee, the employee's spouse or domestic partner; and

6 C. the reason for the leave is one of the following:

7 1. the birth of a son or daughter and care of the newborn child, or
8 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
9 within twelve months of the birth, adoption or placement;

10 2. the care of the employee's child or child of the employee's spouse or
11 domestic partner whose illness or health condition requires treatment or supervision by the employee;
12 or

13 3. Care of a family member who suffers from a serious health
14 condition.

15 D. any other qualifying event under the Washington Family Care Act.

16 **Section 7. King County Family and Medical Leave:** An employee may take a total of up
17 to eighteen weeks unpaid leave for his or her own serious health condition, and for family reasons as
18 provided in Sections 6.6 and 6.7 combined, within a twelve month period. The leave may be
19 continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial
20 days as needed. Intermittent leave is subject to the following conditions:

21 7.1 When leave is taken after the birth or placement of a child for adoption or foster
22 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by
23 the employee's appointing authority.

24 7.2 An employee make take leave intermittently or on a reduced schedule when
25 medically necessary due to a serious health condition of the employee or family member of the
26 employee; and

27 7.3 If an employee requests intermittent leave or leave on a reduced leave schedule,
28 under Section 7.2 above, that is foreseeable based on planned medical treatment, the appointing

1 authority may require the employee to transfer temporarily to an available alternative position for
2 which the employee is qualified and that has equivalent pay and benefits and that better
3 accommodates recurring periods of leave than the regular position of the employee.

4 **Section 8. Use of donated leave:** Use of donated leave shall run concurrently with the
5 eighteen work week family medical leave entitlement.

6 **Section 9.** The county shall continue its contribution toward health care during any unpaid
7 leave taken under Section 7.

8 **Section 10.** Department management is responsible for the proper administration of the sick
9 leave benefit. Verification from a licensed health care provider may be required to substantiate the
10 health condition of the employee or family member for leave requests.

11 **Section 11.** An employee who returns from unpaid family or medical leave within the time
12 provided in this Article is entitled, subject to bona fide layoff provisions, to:

13 11.1 the same position he or she held when the leave commenced; or

14 11.2 a position with equivalent status, benefits, pay and other terms and conditions of
15 employment; and

16 11.3 The same seniority accrued before the date on which the leave commenced.

17 **Section 12.** Failure to return to work by the expiration date of the leave of absence may be
18 cause for removal and result in termination of the employee from county service.

19 **Section 13. Bereavement:** Regular full-time employees shall be entitled to a total of three (3)
20 working days of bereavement leave per calendar year, due to death of members of their immediate
21 family.

22 13.1.1 Regular full-time employees who have exhausted their bereavement leave shall
23 be entitled to use sick leave in the amount of three (3) days for each occurrence when death occurs to a
24 member of the employee's immediate family.

25 13.1.2 In the application of any of the foregoing provisions, when a holiday or regular
26 day off falls within the prescribed period of absence, it shall not be charged.

27 13.1.3 For the purposes of Section 13, immediate family shall be defined as children,
28 parents, siblings, grandchildren, grandparents and spouse or domestic partner of the employee and

1 parents and siblings of the employee's spouse or domestic partner.

2 **Section 14.** It is the intent of the parties to provide all employees the rights guaranteed by
3 applicable federal, state, and local leave laws, as well as additional benefits that have been specifically
4 negotiated by the parties.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 7: WAGE RATES**

2 **Section 1.** Effective January 1, 2007 wages in effect on December 31, 2006 shall be increased
3 a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2005 - September
4 2006). Provided, the amount produced by application of the foregoing shall not be less than 2% or
5 greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according
6 to this formula.

7 **Section 2.** Effective January 1, 2008 wages in effect on December 31, 2007 shall be increased
8 a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2006 - September
9 2007). Provided, the amount produced by application of the foregoing shall not be less than 2% or
10 greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according
11 to this formula.

12 **Section 3.** Effective January 1, 2009 wages in effect on December 31, 2008 shall be increased
13 a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2007 - September
14 2008). Provided, the amount produced by application of the foregoing shall not be less than 2% or
15 greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according
16 to this formula.

17 **Section 4.** All new employees hired at Step 1 shall advance a Step on the Squared Salary
18 Table Range listed in Addendum A after the successful completion of the six (6) month probation
19 period. Advancement to subsequent steps will occur at twelve (12) month intervals.

20 **Section 5.** Members that are assigned to perform inspection duties shall receive a five (5%)
21 percent premium above their base wage rate for all hours worked performing those duties. It is
22 acknowledged that Animal Control Sergeants have received this premium and it is incorporated in the
23 wage grid. David Yoshizumi shall be grandfathered as receiving this premium pay for as long as he
24 remains an Animal Control Officer trained to perform inspections.

25 **Section 6.** Whenever an employee is assigned in writing by the Manager of Animal Services
26 and Programs or his/her designee to perform the duties of a higher classification he/she shall receive a
27 wage increase of five (5%) above their regular rate or the first step of the pay range of the higher
28 classification, whichever is greater, for the hours required to perform the duties of the higher

1 classification.

2 **Section 7.** Field and Kennel staff whose work shifts begin between the hours of 6:00 p.m.
3 and 6:00 a.m. will receive a differential of 50 cents per hour.

4 **Section 8.** Career Service bargaining unit members that have the equivalent of twenty-five
5 (25) years or more of full-time service with the County in a Career Service position will receive a
6 Longevity Pay Premium of one-half percent (.5%) added to the employee's monthly salary. Years
7 worked shall be calculated based on full-time service with the County (part-time service shall be pro-
8 rated).

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 8: HOURS OF WORK / OVERTIME**

2 **Section 1.** Employees working a normal work schedule consisting of four (4) consecutive
3 work days of eleven (11) hours each (exclusive of lunch period), followed by four (4) consecutive
4 days off shall be subject to the following provisions (effective no later than the schedule beginning
5 December 30, 2007 the normal work schedule for these employees shall be four (4) consecutive work
6 days of ten (10) hours each (exclusive of lunch period), followed by three (3) consecutive days off):

7 **A.** The working hours of officers assigned to the field shall normally be between the
8 hours of 6:00 a.m. and 12:00 midnight each day (eleven (11) consecutive hours, exclusive of lunch
9 period), for which the regular hourly rate shall be paid; provided further that the County is authorized
10 to establish a night shift to provide coverage for the hours between 10:00 p.m. and 6:00 a.m. All
11 Animal Control Officers will rotate through this assignment. There will be no on-call officers when
12 the night shift is in effect.

13 **B. On-Call Night Procedure:** In lieu of a night shift, the County may utilize an on-
14 call system where officers assigned to the field respond to night emergencies as outlined below. On-
15 call will be composed of at least two (2) officers. It may not exceed six (6) officers. The County will
16 seek volunteers for on-call assignments.

17 Officers so assigned will take vehicles home and shall sign out of service status at the end of
18 their regular work shift from their home. On-call status would be from the hour each officer's day
19 shift ends to when the day shift begins the following day.

20 Officers assigned to on-call duty will receive \$10.00 per on-call shift. On call officers will be
21 paid on a portal-to-portal basis when called out. A minimum of two (2) hours at the overtime rate
22 shall be paid for each call out authorized by the County. If the actual time worked on the call-out
23 exceeds two hours, the employee will be compensated for the actual hours worked at the overtime
24 rate.

25 Officers so assigned to on-call must be able to respond to emergency calls from his or her
26 residence within fifteen (15) minutes from the time of the call (TOC). The TOC is the time the
27 officer receives a telephone call for an emergency or receives a page to respond to an emergency call.
28 On-call officers must respond to emergency calls of injured animals, loose livestock, vicious animals

1 at large which are endangering public safety (e.g., bite animals still at large where no owner is present
2 and the animal cannot be contained by someone on the scene, etc.), police impounds, and other calls
3 deemed emergent by a supervisor.

4 On-call officers must refrain from the consumption of alcohol or medications which cause
5 drowsiness and/or impaired vision while on call.

6 Seniority will relate to the on-call areas established by the County so that seniority relates to
7 those officers whose residences are within 15 miles of the on-call area. Selection of assignment to
8 on-call shall be conducted as vacancies occur and shall be based solely on seniority. In the event that
9 there are no volunteers for on-call duty, Officers are chosen by inverse seniority for each on-call area.
10 Officers responding to emergency calls after 2:00 a.m., or whose response to emergency calls extends
11 past 2:00 a.m., are allowed to report to work on the following work shift no later than 10:00 a.m. If
12 the officer works to the conclusion of his regular shift for that day, he or she will experience no loss
13 of pay, vacation or compensatory time. In order to effectuate this provision, officer must obtain
14 approval from Manager of Animal Services and Programs in advance. The Manager shall consider
15 the circumstances of the Call-Out and shall not withhold such approval unreasonably.

16 C. The normal work hours shall be between the hours of 6:00 a.m. and 12:00
17 midnight for which the regular hourly rate shall be paid.

18 D. Employees shall be required to work beyond their regularly scheduled workday at
19 the direction of the supervisor, however all hours worked in excess of eleven (11) hours shall be paid
20 at one and one-half times the employee's regular rate of pay.

21 E. The working shifts of personnel assigned to the shelter shall normally start between
22 the hours of 6:00 a.m. and 12:00 noon or 6:00 p.m. and 12:00 midnight, eight (8) or ten (10)
23 consecutive hours, exclusive of lunch periods.

24 Section 2. Employees working a schedule of five (5) eight (8) hour days per week (exclusive
25 of lunch period), Sunday to Thursday or Tuesday to Saturday or Monday to Friday, shall be subject to
26 the following provisions:

27 A. The normal work hours shall be between the hours of 6:00 a.m. and 12:00
28 midnight for which the regular hourly rate shall be paid.

1 **B.** Employees shall be required to work beyond eight (8) hours per day at the direction
2 of his/her supervisor, however all hours worked in excess of eight (8) hours in a day or 40 hours in a
3 week shall be paid at one and one-half times the employee's regular rate of pay.

4 **Section 3.** Employees working a schedule of four (4) ten (10) hour days (exclusive of lunch
5 periods) per week followed by 3 consecutive days off shall be subject to the following provisions:

6 **A.** The normal work hours shall be between the hours of 6:00 a.m. and 12:00
7 midnight for which the regular hourly rate shall be paid.

8 **B.** Employees shall be required to work beyond ten (10) hours per day at the direction
9 of their supervisor. However, all hours worked in excess of ten (10) hours shall be paid at one and
10 one-half (1-1/2) times the employee's regular rate of pay.

11 **Section 4. Overtime:** Overtime shall be paid for all hours actually worked in excess of forty
12 (40) in a week or for hours actually worked in excess of 11 hours in one shift for those on an eleven
13 hour shift schedule, for those hours worked in excess of ten hours in one shift for those on a four/ten
14 schedule and for those hours worked in excess of 8 hours in one shift for those on a five/eight
15 schedule. (Those 40 hours would not include time spent on vacation, sick leave, holiday or other
16 leaves of absence.)

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

26 **Section 5. Schedule Change:** The County shall notify employees of a schedule change at
27 least fourteen (14) calendar days prior to the effective date of the change, provided that the County
28 may temporarily assign an employee to fill vacancies created by unscheduled employee absences.

1 **Section 6. Court Time:** An employee required to appear in court on a regularly scheduled
2 day off shall be compensated for a minimum of four (4) hours at the regular straight time rate (except
3 as provided elsewhere). An employee required to appear in Court prior to or following a regular shift
4 shall be compensated as set forth in Section 4 of this Article. The County, in scheduling daily shifts,
5 shall arrange shift hours to cover court time whenever possible. Should this result in a change in an
6 employee's scheduled hours, he/she shall be notified of such change no later than the end of the
7 employee's working day prior to the court date.

8 **Section 7. Compensatory Time:** If requested by the employee, compensatory time off shall
9 be earned in lieu of overtime pay only upon authorization by the Division Manager or designee and
10 shall be earned at one and one half (1-1/2) times the regular rate of pay.

11 The use of accrued compensatory time off will be administered pursuant to the King County
12 Personnel Guidelines.

13 **Section 8. Job Bidding to Fill Shift Assignments:** Employee shift assignments (as outlined
14 in Addendum C) will be filled on the basis of seniority, subject to the following:

15 A. Field personnel will be afforded preference in assignment to work schedules (see
16 Addendum C) on the basis of seniority, on an annual basis, or as vacancies occur.

17 B. Shelter personnel will be afforded preference in assignment to work schedules (see
18 Addendum C) on the basis of seniority, on an annual basis, or as vacancies occur.

19 C. Field personnel may bid on any vacancy in shelter assignments as they occur on a
20 seniority basis.

21 D. Shelter personnel may bid on any vacancy in field assignments as they occur on a
22 seniority basis.

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

25 F. For the purposes of this Section, seniority shall be defined as total length of service
26 with the County in the Animal Control Division.

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

H. There will be a limit of two (2) bids for resultant vacancies.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

2 King County presently has in effect group medical, dental, and life insurance plans for its
3 employees, and agrees to maintain participation in the plans as determined by the Joint Labor-
4 Management Insurance Committee or its successor. The Guild is entitled to participate as a member
5 of the Joint Labor-Management Insurance Committee.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 10: MISCELLANEOUS**

2 **Section 1.** Any employee elected or appointed to a Guild office which requires a part or all of
3 his/her time may be given a leave of absence without pay for up to one year upon application.

4 **Section 2. Mileage Reimbursement:** All employees who have been authorized to use their
5 own transportation on County business, including court time on days off, shall, in addition to other
6 compensation as provided for by this Agreement, be reimbursed at the mileage rate established by
7 County ordinance as it may be amended.

8 **Section 3. Vehicles and Their Usage:**

9 **A.** Vehicles shall be parked at the appropriate authorized County facility at the end of
10 an employee's shift.

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

14 **C.** Vehicles assigned under subsection (B.) hereof may be parked at the employee's
15 residence overnight, provided it is so authorized by the County.

16 **D.** Employees assigned the use of County vehicles will utilize such vehicles in
17 compliance with County policies, rules and regulations.

18 **E.** All of the provisions set forth in this Section and the application of same are at the
19 sole discretion of the Appointing Authority and are not subject to the provisions of Article 11, beyond
20 Step 2.

21 **Section 4. Training:** The County may provide employees release time to attend training
22 programs that will be beneficial to their job performance. Notice of such training opportunities as
23 deemed appropriate by the County will be made available to all employees. If the County requires
24 attendance at such training programs, the County will compensate employees and pay expenses
25 incurred.

26 **Section 5. Payroll System:** The right to define and implement a new payroll system,
27 including but not limited to a biweekly payroll system, is vested exclusively in King County.
28 Implementation of such system may include a conversion of wages and leave benefits into hourly

1 amounts and the parties recognize King County's exclusive right to make the changes necessary to
2 implement such payroll system. The effects of implementing a biweekly payroll system shall be as
3 addressed in Addendum B.

4 **Section 6. Transitional Duty:** The County's Transitional Duty and Job Accommodation
5 Policies shall apply to all Guild bargaining unit members and positions. First priority in assigning
6 employees to transitional duties shall be within the bargaining unit.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 11: SETTLEMENTS OF DISPUTES**

2 **Section 1. Definition:** Grievance - a dispute as to the interpretation or application of an
3 express term of this Agreement.

4 **1.1 Grievance/Arbitration:** The right to process and settle grievances is wholly, to
5 the exclusion of any other means available, dependent upon the provisions of this Article. The Guild
6 and Employer agree to act promptly and fairly in all grievances. For purposes of this grievance
7 procedure, working days shall be considered Monday through Friday excluding Holidays.

8 The existing wage structures are not to be subjected to the provisions of this Article for
9 determination or alteration.

10 By written mutual agreement the parties may extend the timelines contained in this Article.
11 The Guild shall not be required to press employee grievances if, in the Guild's opinion, such lack
12 merit. With respect to the processing, disposition and/or settlement of any grievance, including
13 hearings and final decision of Boards and Arbitrators, the Guild shall be the exclusive representative
14 of the employee(s) covered.

15 The processing, disposition and/or settlement by and between the Guild and the Employer of
16 any grievance or other matter shall, except as in the preceding paragraph provided, be absolute and
17 final and binding on the Guild and its members, the employee(s) involved and the Employer.
18 Likewise, as to hearings and the final decisions of a Board or Arbitrator.

19 An Arbitrator shall have no power to add or to subtract from or to disregard, modify or
20 otherwise alter any terms of this or any other agreement(s) between the Guild and Employer or to
21 negotiate new agreements. Arbitrator's powers are limited to interpretations of a decision concerning
22 appropriate application of the terms of this Agreement or other existing pertinent agreement(s), if any.
23 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by
24 both parties. Regardless of outcome, each party to an arbitration proceeding shall bear the full cost of
25 its representatives and witnesses.

26 **Step One: Manager of Animal Services and Programs:** Should a matter
27 coming to the knowledge of the Guild or the Employer, give rise to a grievance, such shall be
28 submitted in writing to the Guild by the Employer, or to the Employer by the Guild, within ten (10)

1 working days of the occurrence. The written grievance must include the nature of the grievance, the
2 provision of the agreement that has been violated, facts supporting the grievance and the personal
3 remedy sought. The Manager of Animal Services and Programs shall make a written decision
4 available to the aggrieved employee within ten (10) working days.

5 **Step Two: Division Manager:** If the grievance has not been satisfactorily
6 resolved, the employee and the Guild representative may within ten (10) working days of the receipt
7 of the step one decision present the grievance in writing to the Division Manager or designee for
8 investigation, discussion and reply. The Division Manager shall make a decision available to the
9 aggrieved employee and the Guild within ten (10) working days.

10 **Step Three:** If, after thorough evaluation, the decision of the Division
11 Manager has not resolved the grievance to the satisfaction of the employee, the grievance may be
12 presented to the Labor Relations Manager or his/her designee for review within ten (10) working
13 days. The Labor Relations Manager or his/her designee may request information in addition to that in
14 the grievance file, and shall determine the scope and method of review. The Labor Relations
15 Manager or his/her designee shall render a decision within ten (10) working days of his/her receipt of
16 the grievance file. If the Labor Relations Manager or his/her designee fails to so issue, the Guild may
17 proceed to Step 4 of this grievance procedure.

18 **Step Four:** If within ten (10) working days of the date of response provided in
19 Step 3 the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration
20 has been timely requested the parties may with mutual consent attempt grievance mediation. The
21 process will use a mutually acceptable mediator and conclude within 30 days after the mutual request.
22 Should arbitration be necessary either after an attempt to mediate the dispute or directly after Step 3,
23 the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties
24 are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of five arbitrators
25 furnished by the American Arbitration Association or the Federal Mediation and Conciliation
26 Service, whichever source is mutually acceptable. The arbitrator will be selected from the list by both
27 the County representative and the Guild, each alternatively striking a name from the list until only one
28 name remains. The Guild shall be first to strike from the list. The arbitrator under voluntary labor

1 arbitration rules of the Association shall be asked to render a decision promptly and the decision of
2 the arbitrator shall be final and binding on both parties. No matter may be arbitrated which the
3 County, by law, has no authority over, has no authority to change, or has been delegated to any civil
4 service commission or personnel board, as defined in RCW 41.56.

5 **Section 2. Alternative Dispute Resolution Procedures:**

6 **A. ULP**

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

11 **B. Grievances**

12 After a grievance is initially filed, the following Alternative Dispute Resolution (ADR)
13 process may be followed, with mutual consent. This process will not exceed 10 days:

14 1. A meeting will be arranged by the Guild president and the Human
15 Resources Division Director of the Department of Executive Services representative (or their
16 designees) to attempt to resolve the matter.

17 a. The meeting will include a mediator and the affected parties.

18 b. The parties may mutually agree to other participants such as Guild
19 and management representatives or subject matter experts.

20 C. The parties will meet at mutually agreeable times to attempt to resolve the matter.

21 D. If the matter is resolved, the grievance will be withdrawn.

22 E. If the matter is not resolved, the grievance will continue through the grievance
23 process.

24 F. The moving party can initiate the next step in the grievance process at the
25 appropriate times, irrespective of this process.

26 G. Offers to settle and aspects of settlement discussions will not be used as evidence
27 or referred to if the grievance is not resolved by this process.

28 This Section does not supersede or preclude any use of grievance mediation later in the

1 grievance process.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 12: DISCIPLINE**

2 No employee(s) shall be disciplined except for just cause.

3 Following management's notice of intent to suspend or discharge, a
4 pretermination/suspension (Loudermill) hearing shall normally be held within (10) working days,
5 unless otherwise mutually agreed to by the parties or other extenuating circumstances exist. A
6 decision shall normally be rendered within ten (10) days of the hearing, unless otherwise mutually
7 agreed to by the parties or other extenuating circumstances exist.

8 Employees may request removal of a letter of reprimand after twelve months. Non-
9 disciplinary performance tools (for example but not limited to: verbal counseling, letter of corrective
10 counseling, performance improvement plan, employee performance evaluations) are not subject to
11 grievance.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 13: SENIORITY**

2 **Section 1.** Employees who successfully complete their probationary period shall be awarded
3 a seniority date as follows.

4 **Bargaining Unit Seniority:** for purposes of longevity, seniority shall be original date of hire
5 within the bargaining unit.

6 **Classification Seniority:** Seniority within classification shall commence on the first date of
7 employment in the classification. Classification seniority will be used for job bidding, vacation
8 bidding and reduction in force.

9 Seniority shall be limited within each classification described in Section 5, below.

10 **Section 2.** Seniority rights shall be forfeited for any of the following reasons:

11 **A.** Termination for just cause.

12 **B.** Resignation/retirement.

13 **C.** Promotion outside of the bargaining unit for two years, but should the employee
14 return to the bargaining unit within two years, any time spent outside the bargaining unit will not
15 count towards seniority.

16 **D.** Reduction in force.

17 **E.** Unauthorized absences for that period.

18 **Section 3.** Employees injured on the job, shall not suffer a loss of seniority.

19 **Section 4.** Employees on approved leaves of absence (with pay or without) shall not suffer
20 loss of seniority.

21 **Section 5.** The bargaining unit consists of all County employees holding the positions of
22 Veterinary Technician, Pet Adoption Counselor, Animal Control Officer, Animal Control Sergeant,
23 and Animal Control Sergeant Lead.

24 **Section 6.** Limited term or temporary bargaining unit employees deemed qualified by the
25 County shall be utilized first for purposes of scheduling and assignments (e.g. holiday scheduling).
26 The seniority date of such employees shall be the date of their employment at King County Animal
27 Control.

28

1 **ARTICLE 14: REDUCTION IN FORCE AND REHIRE**

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

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

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

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 15: CLOTHING AND EQUIPMENT**

2 **Section 1.** Animal Control Officers shall be provided appropriate footwear, uniforms
3 (including the field jumpsuit), raincoats, winter coats and other protective clothing as determined by
4 the department to be necessary for the performance of the job responsibilities. Proper upkeep of
5 clothing is the responsibility of the employee. Necessary clothing replacement of four (4) pants, four
6 (4) shirts and one (1) pair of appropriate footwear shall be provided annually as necessary at no cost
7 to the employee. Employees may purchase their own pants and appropriate footwear. The County
8 will reimburse employees up to \$200.00 per year for appropriate footwear and up to \$300.00 per year
9 for pants. Unused reimbursement amounts will not carry forward to subsequent years. Reflective
10 tape or other suitable material will be provided in order to ensure maximum visibility of officers.

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

21 **Section 2.** The County will provide each officer with equipment which is to be maintained by
22 each officer and returned to the County upon termination of employment. Failure of such shall result
23 in a loss in pay equal to the value of replacing the equipment.

24 **Section 3.** Each Animal Control vehicle may be equipped with one (1) .22 caliber or
25 equivalent rifle. Provided, however, that firearms will not be issued or assigned to a vehicle unless
26 the officer has first completed firearms training and provided further that issuance of firearms shall be
27 at the discretion of the Manager of Animal Services and Programs. Such initial training and on-going
28 training as well as provision of ammunition shall be provided by management in accordance with

1 established practices.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 16: WAIVER CLAUSE**

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. All letters of understanding executed prior to the signature date of this agreement which
6 have not been incorporated into this Agreement are null and void. Therefore, the County and the
7 Guild, for the duration of this Agreement, each agrees to waive the right to oblige the other party to
8 bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 17: SAVINGS CLAUSE**

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

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 18: WORK STOPPAGES**

2 **Section 1.** The County and the Guild agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to
8 end such interference. Any concerted action by any employees in the bargaining unit shall be deemed
9 a work stoppage if any of the above activities have occurred contrary to the provisions of this
10 Agreement. Being absent without authorized leave shall be considered as an automatic resignation.
11 Such a resignation may be rescinded by the County if the employee presents satisfactory reasons for
12 the absence within three (3) calendar days of the date the automatic resignation became effective.

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

18 **Section 3.** Any employee who commits any act prohibited in this Section will be subject in
19 accord with the County's personnel guidelines to the following action or penalties.

20 A. Discharge

21 B. Suspension or other disciplinary action as may be applicable to such employee.
22
23
24
25
26
27
28

1 **ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY**

2 The Employer or the Guild shall not unlawfully discriminate against any individual with
3 respect to compensation, terms, conditions, or privileges of employment because of race, color,
4 sexual orientation, marital status, religion, national origin, age, disability or sex, except as otherwise
5 provided by law.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 20: PERSONAL APPEARANCE**

2 **Section 1. Appearance:** Employees covered by this agreement are required to present an
3 acceptable appearance and attitude to the general public as an essential extension of their job
4 function. In order to retain and maintain this acceptability with the general public, employees shall be
5 required to conform to the following appearance standards:

6 **Section 2. Sideburns:** shall be neatly trimmed.

7 **Section 3. Hair:** shall be kept neatly trimmed.

8 **Section 4. Mustaches:** shall be neatly trimmed.

9 **Section 5. Uniforms:** shall be kept in such a manner as to reflect a neat and clean
10 appearance at all times.

11 **Section 6. Beards:** shall be neatly trimmed.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 21: USE OF VOLUNTEERS**

2 **Section 1.** It is the intent of the parties to allow the limited use of volunteers to provide
3 support for the functions of King County Animal Control while assuring that bargaining unit work is
4 performed only by bargaining unit members. Further, in order to provide harmonious relations
5 between bargaining unit members and volunteers, the Department will provide each volunteer
6 training prior to any assignments so that they understand their limited role. Volunteers will also be
7 provided some type of identification or uniform that clearly distinguishes them from regular
8 employees. Volunteers shall be supervised at all times by the Community Relations Coordinator in
9 conjunction with shelter sergeant(s) and/or Animal Control Management Staff. The Community
10 Relations Coordinator, in cooperation with Animal Control Management Staff and Shelter Sergeants,
11 will normally coordinate volunteer activities regarding community events as authorized in this
12 Article, Volunteers may perform the following tasks:

13 **1. Photographing Dogs and Cats Available for Adoption/Redemption:**

14 Designated volunteers shall report to the Shelter Supervisor to digitally record animals available for
15 adoption/redemption. These photos will be used to enhance the King County Animal Control Web
16 Page, and/or Petshelter web page. Photos of animals, including those available for
17 adoption/redemption, will be used to promote the services of KCAC, and will be used on the King
18 County Animal Control web site, the Petshelter web site, and in other venues intended to facilitate pet
19 adoption, redemption, licensing or community education. Shelter Sergeants shall assign a bargaining
20 unit member to transport the animals from the shelter to the fixed site where they will be
21 photographed. Photographing animals will occur on Sunday afternoons and Wednesday afternoons,
22 or other times designated by the County.

23 **2. Meet and Greet Customers and the Public:** Volunteers may assist visitors to the

24 shelters and direct them to the appropriate staff person for assistance. Duties are limited to handing
25 out brochures, application forms, client feedback surveys, showing them the lost and found pet
26 listings and directing them to the appropriate line. There shall be no more than two volunteers
27 performing this function at any time. Volunteers shall not be permitted behind the counter for
28 purposes of meeting and greeting customers.

1 **3. Bathe and Groom Dogs and Cats:** Volunteers may bathe and groom dogs and
2 cats. They shall report to the Shelter Sergeant and work under his/her supervision. The Sergeant
3 shall determine which animals to bathe or groom. Transport of animals to and from the bathing tub
4 shall be performed by bargaining unit members. The Shelter Sergeant shall assign a bargaining unit
5 member to do this transporting.

6 **4. Foster and Rescue Volunteers:** Volunteers, working under the direction of the
7 Shelter Sergeant, Volunteer Coordinator and/or the pet adoption counselors, may assist in the
8 foster/rescue of animals under the program as it currently exists as of the date of execution of this
9 agreement. Provided, the program shall comply with all ordinances, laws and regulations pertaining
10 to private placement and rescue programs.

11 **5. The Adoptathon:** Volunteers may be utilized to assist in the Adoptathon and other
12 such special community events.

13 **6. Other Volunteer Duties:** Volunteers may exercise animals, including performing
14 such tasks as walking dogs, playing with cats, and other activities designed to provide stimulation and
15 activity for purposes of promoting good animal health and positive behavior.

16 **Section 2.** Volunteers shall be permitted to do only those duties specifically stated herein. It
17 is the County's responsibility to insure that only the listed duties are performed. In the event that a
18 volunteer does perform duties beyond those listed herein, regardless of the number of times or the
19 duration, such performance shall not constitute a past practice of an expansion of the permissible
20 duties of a volunteer.

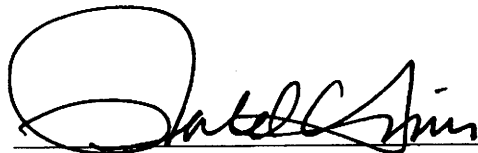
21 **Section 3. Dispute resolution:** The parties agree to meet on a quarterly basis to review the
22 use of the volunteers and to resolve any issues regarding the appropriate use of the volunteers. If the
23 parties are unable to resolve the issues a grievance may be filed.

1 **ARTICLE 22: EFFECTIVE DATE AND DURATION**

2 **Section 1.** This Agreement and each of its provisions, unless otherwise stated, shall become
3 effective upon ratification of the King County Council and shall cover the period from January 1,
4 2007 through December 31, 2009.

5 Contract negotiations for the year 2010 may be initiated by either party by providing to the
6 other party written notice of its desire to begin negotiations, provided that such negotiations may not
7 commence sooner than May 15, 2009.

8
9 APPROVED this 13 day of SEPTEMBER, 2007

10
11
12
13 By: 
14 King County Executive

15
16
17
18 SIGNATORY ORGANIZATION:

19
20
21 
22 Animal Control Officers Guild

ADDENDUM A (Squared Table)

Pet Adoption Counselor Range 37									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$16.7497	\$17.5621	\$17.9836	\$18.4152	\$18.8572	\$19.3098	\$19.7732	\$20.2478	\$20.7337	\$21.2313

Animal Control Officer Range 43									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$19.3110	\$20.2476	\$20.7335	\$21.2311	\$21.7406	\$22.2624	\$22.7967	\$23.3438	\$23.9041	\$24.4778

Animal Control Sergeant Range 49									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$22.2641	\$23.3439	\$23.9042	\$24.4779	\$25.0654	\$25.6670	\$26.2830	\$26.9138	\$27.5597	\$28.2211

Veterinarian Technician Range 43									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$19.3110	\$20.2476	\$20.7335	\$21.2311	\$21.7406	\$22.2624	\$22.7967	\$23.3438	\$23.9041	\$24.4778

Animal Control Sergeant Lead Range 52									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$23.9059	\$25.0653	\$25.6669	\$26.2829	\$26.9137	\$27.5596	\$28.2210	\$28.8983	\$29.5919	\$30.3021

Employees in positions advancing in pay range on January 1, 2007 shall advance step to step.

ADDENDUM B
Transition to Bi-Weekly Payroll

1
2 The parties, King County (The County), and The Animal Control Officers Guild (the Guild)
3 agree as follows:

4 1. The County provided timely notice to the Guild of its intent to implement a bi-weekly
5 payroll schedule for employees represented by the Guild who are currently paid on a semi-monthly
6 schedule.

7 2. As provided in this collective bargaining agreement, the County is entitled to implement a
8 bi-weekly payroll schedule for employees represented by the Guild. The affected employees are
9 members of the Animal Control Officers Guild bargaining unit.

10 3. To assist the employees during the transition period, employees may elect to receive a
11 transition paycheck to be issued, in an amount equivalent to one week of regular earnings.

12 4. The transition paycheck will be a payment of earnings for time worked after the close of
13 the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the
14 transition check must request it on the designated form by no later than the cut-off established for
15 such designation.

16 5. Employees who elect to receive the transition check must designate a repayment schedule;
17 the options are to pay back in equal deductions from future paychecks over three months, six months,
18 or twelve months, beginning with the second bi-weekly paycheck.

19 6. If an employee separates from County service prior to returning the full transition check
20 amount, the remaining amount will be due and payable on the last day of County employment. The
21 remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck
22 is insufficient to recover the remainder of the funds advanced in the transition check, the amount may
23 be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are
24 insufficient, the employee will be required to agree to a repayment plan acceptable to the County.

25 7. The County agrees to provide briefings on the progress of the transition to Guild
26 representatives at least once a month in the three months preceding the transition.

27 8. The Guild acknowledges that the County has fulfilled its obligation to bargain the effects
28 of implementation of the bi-weekly pay with the execution of this Agreement.

ADDENDUM C

Schedule Rotations

Effective December 30, 2007 the following rotations would be in place and be eligible for bid based on seniority. Each rotation would end on the last Saturday of the following months: February (1), April (2), June (3), August (4), October (5), December (6). The next rotation would commence on the following Sunday.

Field Officer Schedule Rotation						
Officer	Rotation 1	Rotation 2	Rotation 3	Rotation 4	Rotation 5	Rotation 6
1	Mon - Thu	Fri - Mon	Tue - Fri	Sat - Tue	Wed - Sat	Sun - Wed
2	Mon - Thu	Fri - Mon	Tue - Fri	Sat - Tue	Wed - Sat	Sun - Wed
3	Tue - Fri	Sat - Tue	Wed - Sat	Sun - Wed	Thu - Sun	Mon - Thu
4	Tue - Fri	Sat - Tue	Wed - Sat	Sun - Wed	Thu - Sun	Mon - Thu
5	Wed - Sat	Sun - Wed	Thu - Sun	Mon - Thu	Fri - Mon	Tue - Fri
6	Wed - Sat	Sun - Wed	Thu - Sun	Mon - Thu	Fri - Mon	Tue - Fri
7	Thu - Sun	Mon - Thu	Fri - Mon	Tue - Fri	Sat - Tue	Wed - Sat
8	Thu - Sun	Mon - Thu	Fri - Mon	Tue - Fri	Sat - Tue	Wed - Sat
9	Fri - Mon	Tue - Fri	Sat - Tue	Wed - Sat	Sun - Wed	Thu - Sun
10	Fri - Mon	Tue - Fri	Sat - Tue	Wed - Sat	Sun - Wed	Thu - Sun
11	Sat - Tue	Wed - Sat	Sun - Wed	Thu - Sun	Mon - Thu	Fri - Mon
12	Sat - Tue	Wed - Sat	Sun - Wed	Thu - Sun	Mon - Thu	Fri - Mon
13	Sun - Wed	Thu - Sun	Mon - Thu	Fri - Mon	Tue - Fri	Sat - Tue
14	Sun - Wed	Thu - Sun	Mon - Thu	Fri - Mon	Tue - Fri	Sat - Tue

Sergeant	
1	Sunday - Wednesday
2	Wednesday - Saturday

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Shelter Schedule Rotation						
Officer	Rotation 1	Rotation 2	Rotation 3	Rotation 4	Rotation 5	Rotation 6
1 (8 hr)	Mon - Fri	Mon - Fri	Mon - Fri	Mon - Fri	Mon - Fri	Mon - Fri
2 (8 hr)	Tue - Sat	Tue - Sat	Tue - Sat	Tue - Sat	Tue - Sat	Tue - Sat
3	Thu - Sun	Wed - Sat	Thu - Sun	Sun - Wed	Sat - Tue	Sun - Wed
4	Wed - Sat	Thu - Sun	Sun - Wed	Sat - Tue	Sun - Wed	Thu - Sun
5	Thu - Sun	Sun - Wed	Sat - Tue	Sun - Wed	Thu - Sun	Wed - Sat
6	Sun - Wed	Sat - Tue	Sun - Wed	Thu - Sun	Wed - Sat	Thu - Sun
7	Sat - Tue	Sun - Wed	Thu - Sun	Wed - Sat	Thu - Sun	Sun - Wed
8	Sun - Wed	Thu - Sun	Wed - Sat	Thu - Sun	Sun - Wed	Sat - Tue

Sergeant	Wednesday - Saturday
Lead Sergeant	Sunday - Wednesday
Crossroads Officer	Tuesday - Saturday