

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

5 **ARTICLE 1: PURPOSE AND APPLICATION OF COALITION LABOR AGREEMENT**

6 **Section 1.** The intent and purpose of this Agreement is to promote the continued
7 improvement of the relationship between King County and its employees by providing a uniform
8 basis for implementing the right of public employees to join organizations of their own choosing, and
9 to be represented by such organizations in matters concerning their employment relations with King
10 County, and to set forth the wages, hours, and other working conditions of such employees in
11 appropriate bargaining units provided the County has authority to act on such matters and further
12 provided the matter has not been delegated to any civil service commission or personnel board
13 similar in scope, structure and authority as defined in R.C.W. 41.56. The CLA shall apply to the
14 individual bargaining unit’s employees as follows:

15 **Section 2.** The Preamble in its entirety.

16 **Section 3.** All Superseding and non-superseding provisions, unless otherwise noted in
17 Section 4 below or in the CLA.

18 **Section 4.** The following non-superseding articles do not apply to this bargaining unit:

- 19 • Article 42 “Safety Gear and Equipment Allowance”
- 20 • Article 43 “After Hours Support”

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

22 **Section 1.** Pursuant to CLA Article 37 and the following: The County recognizes the Guild
23 as representing the employees whose positions are within the Department of Executive Services,
24 Records and Licensing Services – Regional Animal Services- King County (RASKC) in the job
25 classifications listed in Addendum A.

26 **Section 2.** The County recognizes that bargaining unit employees may, at their discretion,
27 become members of the Guild.

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Section 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.

Section 4. Once each calendar year upon request, the County will provide the Guild with a current listing of all employees within the bargaining unit. The list shall include the name of the employee, the employee’s classification, seniority within the employee’s current classification, job location, and salary.

ARTICLE 3: MANAGEMENT RIGHTS

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

Section 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 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 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,

1 Ordinances, and Administrative Procedures and Rules for Career Service employees, which include,
2 but are not limited to the following:

- 3 1. To suspend, demote, discharge, or take other disciplinary action against
4 employees for just cause;
- 5 2. To relieve employees from duties because of lack of work, lack of funds, or
6 for disciplinary reasons;
- 7 3. To determine methods, means, and employees necessary for departmental
8 operations and to evaluate employees on their performance;
- 9 4. To control the Departmental budget; and
- 10 5. To take whatever actions are necessary in emergencies in order to assure the
11 proper functioning of the Department.

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

18 **Section 7.** The County shall have the right to shelter animals in the north end area of King
19 County (incorporated and unincorporated) at P.A.W.S. and Seattle Humane Society in the interest of
20 operational efficiency and to most effectively serve the residents of King County.

21 **Section 8. Standardized Pay Practices:** The parties agree that applicable provisions of the
22 collective bargaining agreement may be re-opened at any time during the life of this agreement by the
23 County for the purpose of negotiating these standardized pay practices, to the extent required by law.

24 **ARTICLE 4: HOLIDAY SCHEDULING**

25 Pursuant to CLA Article 10 and the following:

26 **Section 1. Shelter Work on a Holiday:** All work performed on a holiday shall be offered as
27 needed on a voluntary basis from among those employees who are scheduled to work in the Shelter
28 on that day. If no volunteers, then work shall be offered by seniority to Animal Care Technicians

1 who work in the Shelter but are not scheduled to work that day. If there are not a sufficient number
2 of volunteers, the work shall be assigned by inverse seniority from those scheduled to work in the
3 Shelter during that day.

4 **Section 2. Field Work on a Holiday:** All work performed on a holiday shall be offered as
5 needed on a voluntary basis from among those ACOs who are scheduled to work in the Field on that
6 day. If no volunteers, then work shall be offered by seniority to officers who work in the Field but
7 are not scheduled to work that day. If there are not a sufficient number of volunteers, as described
8 above, the work shall be assigned by inverse seniority from those scheduled to work during that day,
9 who regularly work in the field.

10 **Section 3. Supervisor (Shelter Administrator and Field Sergeant) Work on a Holiday:**
11 All work performed on a holiday shall be offered as needed on a voluntary basis from among those
12 employees who are scheduled to work that day. If there are not volunteers, the work shall be
13 assigned by inverse seniority from those supervisors scheduled to work that day.

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

17 **Section 4. Holidays Observed:** All employees may be required to work holidays.
18 Comprehensive leave eligible employees who work a holiday shall be paid at the rate of one and a
19 half (1.5) their hourly base rate of pay. Short term temporary employees will be paid time and a half
20 (1.5) the hourly base rate of pay only if they are mandated to work. Benefit eligible employees will
21 also receive eight hours holiday pay provided the employee does not exceed the maximum provided
22 in Section 5.

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

25 **ARTICLE 5: VACATION SCHEDULING**

26 Pursuant to CLA Articles 9, 32 and the following:

27 **Section 1.** The County shall be responsible for scheduling the vacations of employees in such
28 a manner as to achieve the most efficient functioning of the division for the County service. All

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

14 **ARTICLE 6: SICK LEAVE INCREMENTS**

15 Pursuant to CLA Article 31 and the following:

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

18 **ARTICLE 7: WAGE RATES**

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

20 **Section 1.** All new employees (including Term-Limited Temporaries) hired at Step 1 shall
21 advance a step on the Squared Salary Table Range listed in Addendum A after the successful
22 completion of the six (6) month probation period (or after six (6) months of satisfactory performance
23 for Term-Limited Temporaries). Advancement to subsequent steps will occur annually on January
24 1st, except that the second salary increase skips a January 1 when first salary increase is between
25 October 1 and December 31, inclusive. Laid off employees who are recalled (including intermittent
26 Full Time Employees) shall have time worked at a particular step prior to layoff credited towards the
27 12-month requirement for their next step advancement.

28 **Section 2.** Animal Control Officers that are assigned to perform inspection duties shall

1 receive a five (5%) percent premium above their base wage rate for all hours worked performing
2 those duties. It is acknowledged that Animal Control Sergeants, who may be assigned to perform
3 inspection duties by management, have received this premium and it is incorporated in the wage grid
4 and will not have an additional premium added when performing inspection duties.

5 **Section 3.** Pursuant to CLA Article 29, all wage rates in effect for the classifications listed in
6 Addendum A shall receive any applicable increases in accordance with the CLA.

7 **Section 4.** Staff whose work shifts begin between the hours of 6:00 p.m. and 6:00 a.m. will
8 receive a differential of 50 cents per hour.

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

13 **ARTICLE 8: HOURS OF WORK / CONTRACTUAL OVERTIME**

14 **Section 1.** While King County shall have the right to determine reasonable schedules of work
15 and to establish the methods and processes by which such work is performed. Article 8 language will
16 apply to this new schedule for the next calendar year. At the third quarterly Labor Management
17 Committee meeting of each year (usually in July) the schedule will be discussed and evaluated for
18 continuation or alteration prior to any end of year rebid.

19 **Section 2.** The working hours shall normally be between the hours of 6:00 a.m. and 12:00
20 midnight each day subject to the provisions in Article 8.9.1. The normal work schedule shall consist
21 of five (5) eight (8) hour days or four (4) ten (10) hour days per week (exclusive of lunch period
22 except as noted in Section 2.a below) and will not exceed forty (40) hours per FLSA workweek
23 requirements, for which the hourly base rate shall be paid. Employees are expected to be in uniform
24 and ready to work at the start of their shift.

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

27 **B.** For employees receiving paid meal periods and/or intermittent rest periods, this
28 agreement specifically supersedes in total the State provisions regarding meal and rest periods for

1 Employees, and as such, these employees do not receive a designated meal or rest period. Employees
2 receiving a paid meal period will be entitled to meal and rest periods only as described in this
3 agreement, and not those provided by State law.

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

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

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

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

18 **Section 4. Overtime Scheduling:** Overtime shall be classified into two categories -
19 voluntary and mandatory. Voluntary overtime is defined as work beyond an employee's regularly
20 assigned work schedule which can be reasonably anticipated in advance, based on knowledge of
21 employee absences, business need, etc. Voluntary overtime will be offered on the basis of
22 classification seniority within the categories of field and shelter work. Mandatory overtime is defined
23 as work beyond an employee's regularly assigned work schedule which is required to meet the
24 business needs of the program and which could not be anticipated. An employee shall be required to
25 work beyond their regular schedule, however, the County will attempt to assign mandatory overtime
26 on the basis of reverse classification seniority within the applicable job category.

27 The County is authorized to establish a night shift to provide coverage for the hours between
28 10:00 p.m. and 6:00 a.m. All eligible employees will rotate through this assignment.

1 **Section 5. On-Call Procedure** - Pursuant to CLA Article 43 and the following.

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

9 **Section 6.** The FLSA workweek is defined as seven (7) consecutive twenty-four (24) hour
10 periods which equates to one hundred sixty eight (168) consecutive hours (FLSA workweek). For all
11 contractual and payroll purposes, the standard workweek shall be defined as Friday 00:00 midnight to
12 the following Friday 00:00 midnight.

13 **Section 7. Schedule Change:** The County shall notify employees of a schedule change at
14 least fourteen (14) calendar days prior to the effective date of the change, provided that the County
15 may temporarily assign an employee on an immediate basis to fill vacancies created by unscheduled
16 employee absences and in cases of emergency.

17 **Section 8. Court Time:** An employee required on a work-related matter to appear in court
18 on a regularly scheduled day off shall be compensated for a minimum of four (4) hours at the straight
19 time hourly base rate (except as provided elsewhere). An employee required to appear in Court prior
20 to or following a regular shift shall be compensated as set forth in Section 3 of this Article. The
21 County, in scheduling daily shifts, shall arrange shift hours to cover court time whenever possible.
22 Should this result in a change in an employee's scheduled hours, the employee shall be notified of
23 such change no later than the end of the employee's working day prior to the court date.

24 **Section 9. Compensatory Time:** If requested by the employee, compensatory time off may
25 be earned in lieu of overtime pay only upon authorization by the Division Director or designee and
26 shall be earned at the appropriate rate of pay up to a non-renewable cap of 80 hours annually.
27 Employees who have reached the annual maximum of eighty (80) hours of compensatory time must
28 take overtime compensation in pay.

1 The use of accrued compensatory time off will be administered pursuant to the King County
2 Personnel Guidelines. Compensatory time will be cashed out each year in the pay period that includes
3 December 31st.

4 **Section 10. Filling Assignments:**

5 **A. Job Bidding to Fill Shift Assignments:**

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

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

11
12 2. The County has the right to determine the schedules for employees in order
13 to provide services to the public.

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

16 **B. Temporary Schedule Vacancies:**

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

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

25 3. Three (3) to twelve (12) month temporary shelter schedule vacancy, and/or
26 zero (0) to twelve (12) month temporary Field schedule vacancy will be offered to the most senior
27 qualified employee who wants that temporary schedule. The most senior bidder shall be placed in the
28 temporary schedule for the duration of the need. The new resulting temporary vacant schedule

1 positions shall again be open for bid. There shall be a limit of two (2) subsequent temporary schedule
2 bids stemming from the original temporary schedule vacancy. At the end of the temporary need, all
3 employee(s) shall revert back to their original schedule(s).

4 **ARTICLE 9: MISCELLANEOUS**

5 **Section 1. Vehicles and Their Usage:**

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

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

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

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

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

20 **Section 2. Training:** Pursuant to CLA Article and 36 and the following.

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

23 **Section 3. Transitional Duty:** The County's Transitional Duty and Job Accommodation
24 Policies shall apply to all Guild bargaining unit employees and positions. First priority in assigning
25 employees to transitional duties shall be within the bargaining unit.

26 **Section 4. Use of Security Cameras:** The use of any security camera footage, electronic
27 access control system and/or proximity identification cards will not be solely relied upon as the basis
28 for discipline.

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

3 B. Camera footage, access and proximity information will not be accessed for the
4 purpose of disciplinary action unless there is a documented good faith reason to do so, based upon a
5 reasonable suspicion or other evidence that an employee has committed an offense that could result in
6 discipline.

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

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

15 **Section 5. Automatic Vehicle Location System Use Policy** – The “Automatic Vehicle
16 Location System Use Policy”, as amended, shall apply to all employees with the following
17 modifications or additions:

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

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

25 C. The County will not access such data for the purpose of disciplinary action unless
26 there is a good faith reason to suspect that an employee has committed an offense that could result in
27 discipline. The County agrees not to request or view AVL data, absent any other evidence, for the
28

1 purpose of monitoring an employee who may have committed a violation of some rule or policy that
2 could result in disciplinary action (i.e., no fishing expeditions).

3 **D.** If the County is aware of AVL data that may pertain to an investigation, the
4 employee who is subject to the investigation and/or the Union will have the right to view the AVL
5 data before an investigatory interview is conducted by the employee’s department/division. If the
6 County refuses to show the employee and the Union the AVL data-upon request before conducting an
7 investigatory interview, then the AVL data shall not be used as evidence in any manner related to
8 discipline.

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

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

14 **Section 6. Employee Voluntary Fostering:** During emergent or episodic circumstances
15 management will authorize the payment of the contractual On Call Rate (Article 8, Section 2) of
16 \$20.00 (twenty dollars) per twenty-four (24) hour period to employees who assist in the care of
17 animals with additional needs (medical and/or behavioral). This staff assignment may be initiated by
18 Shelter Administrators, Lead Sergeants, Managers, and RASKC Veterinarians, and must be reported
19 to the Foster Coordinator and the Manager of the RASKC by email at the time of the assignment.
20 Such fostered animals shall be transferred to a regular volunteer foster as soon as practical.
21 Employees are not considered contractually on call during this fostering but are being paid the on call
22 pay as a means to compensate for the voluntary coverage of the usual Foster Volunteers.

23 **Section 7. Translation Premium:** Employees who translate a language in the workplace
24 identified by the County as a language for which translation activity is necessary shall be paid five
25 hundred dollars (\$500), less applicable withholding, per year paid in semi-annual installments.
26 Eligible employees shall be required to pass a language proficiency test administered by the County.
27 The County retains the discretion to determine the number of employees that may qualify for the
28 premium.

1 **ARTICLE 10: UNFAIR LABOR PRACTICES**

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

6 **ARTICLE 11: SENIORITY**

7 **Section 1.** Employees shall be given a seniority date based on their date of hire into a full-
8 time Career Service position subject to the definition below. Seniority application for part-time
9 employees shall be discussed and agreed upon in labor/management. Probationary employees shall
10 have no seniority rights.

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

18 Seniority shall be limited within each classification described in Section 5, below. Any
19 Animal Care Technician (current or future) with previous seniority as an Animal Control Officer
20 shall have the seniority combined, subject to the provisions of Section 2 below.

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

22 **A.** Termination for just cause.

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

28 **Section 3.** Beginning on the 31st day, any unpaid leaves of absence in excess of 30

1 consecutive days shall not continue to accrue seniority (i.e. employee who was on unpaid leave for 45
2 days would lose 15 days of seniority).

3 **Section 4.** If an employee bumps to a lesser classification due to reduction in force; or
4 demotion due to discipline or voluntary reasons, the employee will retain their previously accrued
5 seniority in that lesser classification.

6 **Section 5.** The bargaining unit consists of all County employees holding the positions listed
7 in the wage addendum.

8 **ARTICLE 12: REDUCTION IN FORCE AND REHIRE**

9 Employees laid off as a result of a reduction in force shall be laid off by order of inverse
10 seniority within classification, with the employee with the least time being the first to be laid off. In
11 the event there are two or more employees eligible for layoff within the division with the same
12 classification and seniority, the County will determine the order of layoff based on employee
13 performance.

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

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

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

21 **ARTICLE 13: CLOTHING AND EQUIPMENT**

22 **Section 1.** Animal Control Officers and Animal Control Sergeants shall be provided
23 appropriate footwear, uniforms (including the field jumpsuit), raincoats, winter coats and other
24 protective clothing as determined by the Department to be necessary for the performance of their job
25 responsibilities. Initial set of necessary clothing allotment shall consist of four (4) pairs of pants, four
26 (4) shirts and one (1) pair of appropriate footwear. For each year after employees shall be provided
27 annually as necessary at no cost to the employee. Should employees elect to purchase their own
28 pants and appropriate footwear (which may include various types of work necessary shoes) the

1 County will reimburse employees up to \$500.00 per year for appropriate footwear and/or for pants,
2 subject to replacement as outlined below. Proper upkeep of clothing is the responsibility of the
3 employee. Reimbursement shall be limited to replacement of items on the allocation list, but shall be
4 limited by dollar amount and not quantity. Unused reimbursement amounts will not carry forward to
5 subsequent years. Reflective tape or other suitable material will be provided in order to ensure
6 maximum visibility of officers.

7 Animal Care Technicians and Licensed Veterinary Technicians shall be provided with
8 necessary uniform attire as determined by the Department. Should an employee elect to purchase
9 their own uniforms, the County will reimburse employees up to \$350.00 for uniform/shoe
10 replacement, subject to replacement as outlined below. Proper upkeep of clothing is the
11 responsibility of the employee. Reimbursement shall be limited to replacement of designated
12 uniform items. Unused reimbursement amounts will not carry forward to subsequent years.

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

23 **Section 2.** The County will provide each officer with equipment which is to be maintained by
24 each officer and returned to the County upon termination of employment. Failure of such shall result
25 in a loss in pay equal to the value of replacing the equipment. This equipment shall include an
26 optional bullet-proof vest of mutually agreeable level of protection and quality. Employees opting to
27 receive a vest shall be required to wear the vest whenever in the field and are responsible for its
28 proper care. Said vests will be replaced according to manufacturer recommendations.

1 **ARTICLE 14: 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
9 deemed 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 represented
14 employees are engaged in a work stoppage, the Guild shall immediately, in writing, order such
15 represented employees to immediately cease engaging in such work stoppage and provide the County
16 with a copy of such order. In addition, if requested by the County, a responsible official of the Guild
17 shall publicly order such 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 **ARTICLE 15: PERSONAL APPEARANCE**

23 **Section 1. Appearance:** Employees covered by this agreement are required to present an
24 acceptable appearance and attitude to the general public as an essential extension of their job
25 function.

26 **Section 2. Uniforms:** shall be kept in such a manner as to reflect a neat and clean
27 appearance at all times.

1 **ARTICLE 16: USE OF VOLUNTEERS**

2 **Section 1.** It is the intent of the parties to allow the use of volunteers to provide support for
3 the functions of Regional Animal Services of King County. Volunteers may only be used to support,
4 not supplant, bargaining unit work. Further, in order to provide harmonious relations between
5 bargaining unit members and volunteers, the Department will provide each volunteer training prior to
6 any assignments so that they understand their limited role. Volunteers will also be provided some
7 type of identification or uniform that clearly distinguishes them from regular employees. Volunteers
8 shall be supervised at all times by the Volunteer Program Manager in conjunction with RASKC
9 management staff and Shelter Administrator(s). The Volunteer Program Manager, in cooperation
10 with RASKC staff, will normally coordinate volunteer activities as authorized in this Article,
11 Volunteers may perform the following tasks:

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

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

17 **B. Meet and Greet Customers and the Public:** Volunteers may assist visitors to the

18 shelters and direct them to the appropriate staff person for assistance. Volunteers may hand out
19 brochures, application forms, client feedback surveys, show them the lost and found pet listings and
20 direct customers to the appropriate line.

21 **C. Bathe and Groom Dogs and Cats:** Trained volunteers may bathe and groom

22 dogs and cats. The Shelter Sergeant or Management shall determine which animals to bathe or
23 groom.

24 **D. Foster and Placement Partner Volunteers:** Volunteers, working under the

25 direction of the Foster Coordinator or Management, may assist in the foster/placement of animals
26 under the program as it currently exists as of the date of execution of this agreement, including
27 transporting animals to foster/placement partners. Provided, the program shall comply with all
28 ordinances, laws and regulations pertaining to placement programs.

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

7 **F. Animal Care and Socializing:** Trained volunteers may feed, water and clean
8 kennels and cages of animals available for adoption and other areas authorized by a Shelter Sergeant
9 and/or management staff. Volunteers may train and socialize animals, including performing such
10 tasks as walking dogs, playing with cats, and other activities designed to provide stimulation and
11 activity for purposes of promoting good animal health and positive behavior.

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

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

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

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

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

27 **L. Feral/Barn Cat Program:** Trained volunteers may assist in activities associated
28 with the Feral/Barn Cat Program, including screening and educating prospective barn homes,

1 transporting cats to barn homes or other locations for placement.

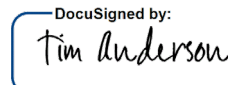
2 **M. Meet Your Match:** Trained volunteers may participate in the Meet Your Match[®]
3 Canine-ality and Feline-ality or similarly regimented adoption programs when implemented at
4 RASKC. These volunteers provide matchmaking assistance to prospective adopters, under the
5 supervision of Shelter staff.

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

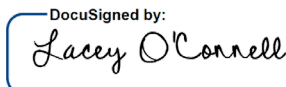
9 **Section 2.** Volunteers shall be permitted to do only those duties specifically stated herein. It
10 is the County’s responsibility to insure that only the listed duties are performed. In the event that a
11 volunteer does perform duties beyond those listed herein, regardless of the number of times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

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

17
18 For Animal Control Officers’ Guild:

19 DocuSigned by:
20 
21 _____
22 Tim Anderson, President

23
24 For King County:

25 DocuSigned by:
26 
27 _____
28 Lacey O’Connell, Labor Relations Negotiator Senior
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	32
5252100	525301	Animal Control Officer	45
5252500	525801	Animal Control Officer – Lead	48
5252200	525501	Animal Control Sergeant	49
5252300	525601	Animal Control Sergeant – Lead	52
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.”

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Reston, VA 20190

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Tim Anderson

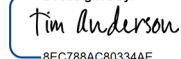
tim.anderson@kingcounty.gov

Lead Animal Control Sergeant

King County General (ITD)

Security Level: Email, Account Authentication
(None)**Signature**

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Lacey O'Connell

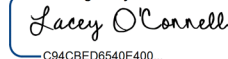
loconnell@kingcounty.gov

Senior Labor Relations Negotiator

King County Executive Department-OLR

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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/20/2022 3:05:32 PM
Signing Complete	Security Checked	7/20/2022 3:05:42 PM
Completed	Security Checked	7/20/2022 3:05:42 PM

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.