

May 13, 1996
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BRIAN DERDOWSKI

GREG NICKELS
LARRY PHILLIPS
LARRY GOSSETT

Introduced by

Proposed No.

96-456

ORDINANCE NO. **12300**

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AN ORDINANCE approving and adopting a memorandum of understanding and an Animal Control Officers Guild Collective Bargaining Agreement negotiated by and between King County and the Animal Control Officers Guild, representing employees in the Licensing and Regulatory Services Division in the Department of Information and Administrative Services; and establishing the effective date of said Agreements.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Memorandum of Understanding negotiated between King County and the Animal Control Officers Guild, representing employees in the Licensing and Regulatory Services Division and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. The Collective Bargaining Agreement negotiated between King county and the Animal Control Officers Guild and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 3. Terms and conditions of the Memorandum of Understanding are effective from January 1, 1994 through and including December 31, 1995.

SECTION 4. Terms and conditions of the second Collective Bargaining Agreement are effective January 1, 1996 through and including December 31, 1998.

INTRODUCED AND READ for the first time this 20th day of May, 19 96.

PASSED by a vote of 12 to 0 this 28th day of May, 19 96.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hague
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 4th day of June, 19 96

Angie Lachar
King County Executive

Attachment:
Collective Bargaining Agreement

AGREEMENT BETWEEN
ANIMAL CONTROL OFFICERS GUILD
AND
KING COUNTY

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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 and the Animal Control Officers Guild. 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: UNION RECOGNITION AND MEMBERSHIP

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3 **Section 1.** The County Council recognizes the signatory organization as representing their
4 members whose department job classifications are listed in Article 7.

5 **Section 2.** It shall be a condition of employment that all employees covered by this
6 agreement who are members of the Guild in good standing on the effective date of this agreement
7 shall remain members in good standing and those who are not members in good standing on the
8 effective date of this agreement shall, on the thirtieth day following the effective date of this
9 agreement, become and remain members in good standing in the Guild. Any employee who fails to
10 pay in full the sums 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; any employee who is a member of, and adheres to established and traditional tenets
15 of teachings of a bona fide religion, body or sect, which has historically held conscientious objections
16 to joining or financially supporting labor organizations, shall be required, in lieu of periodic dues and
17 initiation fees, to pay sums equal to such dues and initiation fees to one of the following charitable
18 organizations:

- 19
20 Fred Hutchinson Cancer Research Center,
21 Children's Orthopedic Hospital, or
22 The American Heart Association of Washington.

23
24 Such employee shall also, at the Guild's request, be required to furnish proof to the Guild on a
25 monthly basis that said sums have been paid to such charitable organization as described above. Any
26 such employee who fails to pay the sums due to said charitable organization, or furnish proof of
27 payment to the Guild, will be subject to discharge as otherwise provided for in this section.

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

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

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

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

18 **Section 5.** Designated members of the Guild's Grievance Committee shall, for the
19 purposes of investigating and discussing grievances, have reasonable access to work areas and to the
20 personnel records of Guild members.

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

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1 ARTICLE 3: MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

26 C. To determine methods, means, and employees necessary for departmental
27 operations;

28 D. To control the Departmental budget; and

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

Section 6. Nothing in this agreement shall be construed to delete from, add to, or otherwise restrict any provision of the King County Charter. Any provision or part of this agreement shall be void if found to be in conflict with the King County Charter.

Section 7. The County will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any right of the Guild under this contract.

1 **ARTICLE 4: HOLIDAYS**

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

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Day after Thanksgiving	Day after Thanksgiving.
Christmas Day	December 25th

Section 2. All employees may be required to work holidays. Such work shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay, plus eight hours holiday pay provided the employee does not exceed the maximum provided in Section 5.

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

Section 4. Employees shall be compensated for ninety-six (96) hours of holiday time per year.

1 ARTICLE 5: VACATIONS

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3 **Section 1:** Every regular, full-time employee shall receive vacation benefits as indicated
4 in the following table:

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EQUIVALENT ANNUAL VACATION			
FOR FULL-TIME EMPLOYEE			
Vacation Earned Per Hour	Completed Years of Service	Working Days Per Year	8 Hour Equivalent
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168
.0846	17	22	176
.0885	18	23	184
.0923	19	24	192
.0961	20	25	200
.1000	21	26	208
.1038	22	27	216
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

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25 All employees with more than one (1) year of continuous service will accrue vacation benefits
26 on an hourly basis each pay period for compensated regular hours (i.e., vacation, sick leave, holiday,
27 jury duty, military, bereavement). Vacation accrual shall date from the first of the month in which
28 the employee commenced such continuous service. If such commencement date was the first

1 working day of the month, the year of service for vacation purposes shall date from the first of the
2 month in which the service began.

3 **Section 2.** Vacation benefits for regular, temporary employees will be established based
4 upon the ratio of hours actually worked (less overtime) to a standard workweek.

5 **Section 3.** After six (6) months of full-time service a regular employee may, at the
6 County's discretion, be permitted to use up to 1/2 one-half of his/her accruing vacation as essential
7 extension of used sick leave. If an employee does not work a full twelve (12) months, any vacation
8 credit for sick leave must be reimbursed to the County upon termination.

9 **Section 4.** The County shall be responsible for scheduling the vacations of employees in
10 such a manner as to achieve the most efficient functioning of the division for the County service. All
11 vacations scheduling shall be done by seniority within each job description. The vacation bid list
12 shall be introduced by December 1 for the upcoming year, to be completed by March 1st. Any
13 vacation requested outside of this bidding period shall be approved or denied within fourteen (14)
14 calendar days of the request. No person shall be permitted to work for compensation for the County
15 in any capacity during the time of paid vacation from the County service, without prior approval of
16 the County, which shall not be unreasonably withheld.

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

26 **Section 6.** Employees currently receiving more vacation than would be received for
27 continuous service under this Agreement shall continue to receive vacation at their present rate, until
28 they have sufficient years of continuous service until they are eligible to receive additional vacation.

1 **Section 7.** Employees shall accrue up to a maximum of sixty (60) days vacation (i.e., 5/8
2 or 4/3 = 480 hours; 4/4 = 462 hours).

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1 ARTICLE 6: SICK LEAVE

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3 **Section 1.** Every employee in a regular full-time or regular [temporary part-time]
4 position, except those covered by subsection (1) of this section, shall accrue sick leave benefits at a
5 hourly rate equal to .00384615 times the normally scheduled annual hours of the employee's position;
6 except that sick leave shall not begin to accrue until the first of the month following the month in
7 which the employee commences employment. The employee is not entitled to sick leave if not
8 previously earned.

9 As an example of the formula, an employee whose annual work schedule is 2080 hours shall
10 accrue sick leave monthly at the rate of $.00384615 \times 2080 = 8$ hours per month.

11 **Section 2.** Effective no later than June 1, 1996 with the implementation of this contract,
12 employees will accrue sick leave benefits each pay period using the formula described in section 1.

13 **Section 3.** After the first six months of full time service, a regular employee may, at the
14 County's discretion, be permitted to use up to forty-eight (48) hours of vacation as an essential
15 extension of unused sick leave. If an employee does not work a full twelve (12) months, any vacation
16 credit used for sick leave must be reimbursed to the County upon termination.

17 **Section 4.** Sick leave may be used in one-half hour increments, at the discretion of the
18 County.

19 **Section 5.** There shall be no limit to the hours of sick leave benefits accrued by an
20 employee.

21 **Section 6.** The County is responsible for the proper administration of the sick leave
22 benefit. Verification of illness from a licensed physician may be required for any requested sick
23 leave absence.

24 **Section 7.** Separation from County employment, except for reason of retirement or layoff
25 due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the
26 employee. Should the employee resign in good standing or be laid off and return to the County
27 within two years, accrued sick leave will be restored.

1 **Section 8.** Accrued sick leave may be used for absence due to temporary disability caused
2 by pregnancy.

3 **Section 9.** Sick leave shall not be taken because of an employee's physical incapacity and
4 shall not be approved where their injury is directly traceable to employment other than with the
5 County.

6 **Section 10.** Employees injured on the job may not simultaneously collect sick leave and
7 workmen's compensation in a total amount greater than the net regular pay of the employee.

8 **Section 11.** Employees are eligible for payment on account of illness for the following
9 reasons:

10 (a) Employee illness;

11 (b) Noncompensable injury of an employee (e.g., those injuries generally not
12 eligible for workers' compensation);

13 (c) Employee disability due to pregnancy or childbirth;

14 (d) Employee exposure to contagious diseases and resulting in quarantine;

15 (e) Employee keeping medical, dental, counseling or optical appointments.

16 (f) Illness of a member of employee's immediate family or household. Immediate
17 family is defined as in [Article 19, Section 2]

18 (g) Birth or adoption by employee, spouse, or domestic partner.

19 **Section 12.** The County will continue to reimburse employees who as result of length of
20 service, or who terminate by death, thirty-five (35%) percent of their unused sick leave. All
21 payments shall be made in cash, based on the employee's base rate, and there shall be no deferred sick
22 leave payments.

23 **Section 13.** Bereavement Leave. Employees shall receive bereavement leave consistent
24 with applicable County policies.

1 **ARTICLE 7: WAGE RATES**

2 **Section 1.** Wage rates for 1996 shall be in accordance with the job classifications and pay
 3 rates as listed below:

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7 **Pet Adoption Counselors**

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Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
11.5773	12.1322	12.4230	12.7215	13.0273	13.3407	13.6619	13.9914	14.3289	14.6751

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13 **Animal Control Officers**

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Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
13.3488	13.9914	14.3289	14.7651	15.0298	15.3936	15.7657	16.1480	16.5392	16.9408

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19 **Animal Control Leads**

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Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
15.4023	16.1480	16.5392	16.9408	17.3519	17.7737	18.2057	18.6487	19.1025	19.5677

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- 24 A. Each employee will be placed in the appropriate class in the next highest step
 25 that represents an increase in their adjusted hourly rate as of December 31, 1995.
- 26 B. Employees shall move to the next higher step on the next anniversary of their
 27 date of hire, except as provided below.
- 28 C. Members that are trained or are performing inspection duties shall receive a
 five (5%) percent premium above their base wage rate. It is acknowledged that

1 animal control leads have received this premium and it is incorporated in the wage
2 grid above.

3 D. Effective January 1, 1997 wages in effect on December 31, 1996 shall be
4 increased by a factor equal to 90% of the increase in the CPI-W, All Cities Index
5 (September 1995- September 1996) Provided, the amount produced by application of
6 the foregoing shall not be less than 2% or greater than 6%.

7 E. Effective January 1, 1998 wages in effect on December 31, 1997 shall be
8 increased by a factor equal to 90% of the increase in the CPI-W, All Cities Index
9 (September 1996- September 1997) Provided, the amount produced by application of
10 the foregoing shall not be less than 2% or greater than 6%.

11 **Section 2.** Whenever an employee is assigned in writing by the Animal Control Chief or
12 his/her designee to perform the duties of a higher classification he/she shall be compensated at the
13 rate of five (5%) more than their current rate of pay

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

16 **Section 4.** All employees hired January 1, 1996 shall be hired at Step 1 of their respective
17 pay range and advanced to Step 2 after the successful completion of the six (6) month probation
18 period. Advancement to next step will occur on achievement of anniversary date. (twelve (12) month
19 intervals).

1 ARTICLE 8: HOURS OF WORK / OVERTIME

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3 **Section 1.** Employees working a normal work schedule consisting of four (4) consecutive
4 work days of eleven (11) hours each (exclusive of lunch period), followed by four (4) consecutive
5 days off shall be subject to the following provisions:

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

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

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

19 On-call officers will receive compensation as outlined in the bargaining agreement, Article 8,
20 section 3. A minimum of two (2) hours at the overtime rate shall be paid for each call out authorized
21 by the County. On call officers will be paid on a portal-to-portal basis when called out. In addition,
22 officers assigned to on-call duty will receive \$7.50 per on-call shift.

23 Officers so assigned to on-call must be able to respond to emergency calls from his or her
24 residence within fifteen (15) minutes from the time of the call (TOC). The TOC is the time the
25 officer receives a telephone call for an emergency or receives a page to respond to an emergency call.

26 On-call officers must respond to emergency calls of injured animals, loose livestock, vicious
27 animals at large which are endangering public safety (e.g., bite animals still at large where no owner
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1 is present and the animal cannot be contained by someone on the scene, etc.), police impounds, and
2 other calls deemed emergent by a supervisor.

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

5 In the event that there are no volunteers, the County will assign officers by inverse seniority.
6 Seniority will relate to the on-call areas established by the County so that seniority relates to those
7 officers whose residences are within 10 miles of the on-call area. Officers are chosen by inverse
8 seniority for each on-call area.

9 Officers responding to emergency calls after 2:00 a.m., or whose response to emergency calls
10 extends past 2:00 a.m., are allowed to report to work on the following work shift day six (6) hours
11 after the time the officer clears the emergency call; provided, however, that officer must report to
12 work no later than 10:00 a.m. and work a full shift (or take vacation, sick leave, or comp time).

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

15 d. Employees shall be required to work beyond their regularly scheduled workday at the
16 direction of the supervisor, however all hours worked in excess of eleven (11) hours shall be paid at
17 one and one-half times the employee regular rate of pay.

18 e. The working shifts of personnel assigned to the shelter shall normally start between
19 the hours of 6:00 a.m. and 12:00 noon or 6:00 p.m. and 12:00 midnight, eleven (11) consecutive
20 hours, exclusive of lunch periods.

21 f. An employee shall be required to work beyond eleven (11) hours per day at the
22 direction of his/her supervisor, however all hours worked in excess of eleven (11) hours shall be paid
23 at one and one-half times the employee's regular rate of pay.

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

27 a. The normal work hours shall be between the hours of 6:00 a.m. and 12:00 midnight
28 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 of
2 his/her supervisor.

3 **Section 3.** Animal Control Officer Shelter Leads and Pet Adoption Counselors working a
4 schedule of four (4) ten (10) hour days per week followed by 3 consecutive days off (exclusive of
5 lunch periods) 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 midnight
7 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 of
9 their supervisor. However, all hour worked in excess of ten (10) hours shall be paid at one and one-
10 half times the employee's regular rate of pay.

11 **Section 4.** Overtime: Overtime shall be paid for all hours actually worked in excess of
12 forty (40) in a week or for hours actually worked in excess of 11 hours in one shift for those on a
13 four/eleven shift and for those hours worked in excess after ten hours for those on a four/ten schedule.
14 (Those 40 hours would not include time spent on vacation, sick leave, holiday or other leaves of
15 absence.) A minimum of two (2) hours at one and one-half times the regular rate of pay shall be paid
16 for each call-out authorized by the Animal Control Manager or designee.

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

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

1 **Section 7.** Compensatory Time: If requested by the employee, compensatory time off
2 shall be granted in lieu of overtime pay only upon authorization by the Division Manager or designee
3 and shall be earned at one and one half (1½) times the regular rate of pay.

4 Accrued compensatory time shall be used within sixty (60) days of the date the overtime was
5 worked. In the event it is not used within this period, the employee shall receive overtime pay as
6 provided in Section 4.

7 **Section 8.** Job Bidding to Fill Shift Assignments: Effective January 1, 1996, employee
8 shift assignments will be filled on the basis of seniority, subject to the following:

9 a. Field personnel will be afforded preference in assignment to 4-on/4-off or 5-on/2-off
10 work schedules on the basis of seniority, semi-annually for field assignments.

11 b. Shelter personnel will be afforded preference in assignment to 4-on/4-off or 5-on/2-off
12 and 4-on/3-off work schedules on the basis of seniority, semi-annually for shelter assignments.

13 c. Field personnel may bid on any vacancy in shelter assignments as they occur on a
14 seniority basis.

15 d. Shelter personnel may bid on any vacancy in field assignments as they occur on a
16 seniority basis.

17 e. The County has the right to determine the schedules for employees in order to provide
18 services to the public, but will attempt to assign at least 50% of the field staff to a "4-on and 4-off"
19 schedule.

20 f. For the purposes of this section, seniority shall be defined as total length of service
21 with the County in the Animal Control Division.

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

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

1 ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

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Section 1. King County presently has in effect group medical, dental, and life insurance plans for its employees, and agrees to maintain participation in the plans as determined by the insurance committee or its successor. The Guild is entitled to participate as a member of the insurance committee.

1 ARTICLE 10: MISCELLANEOUS

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

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

Section 3. Vehicles and Their Usage:

a. Vehicles shall be parked at the appropriate authorized County facility at the end of an employee's shift.

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

c. Vehicles assigned under subsection (b) hereof may be parked at the employee's residence overnight, provided it is so authorized by the County.

d. The County may provide employees release time to attend training programs that will be beneficial to their job performance. Notice of such training opportunities as deemed appropriate by the County will be made available to all employees. If the County requires attendance at such training programs, the County will compensate employees and pay expenses incurred.

e. All of the provisions set forth in this section and the application of same are at the sole discretion of the Appointing Authority and are not subject to the provisions of Article 11, beyond Step 2.

1 ARTICLE 11: SETTLEMENTS OF DISPUTES

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3 **Section 1.** Grievance/Arbitration. The right to process and settle grievances is wholly, to
4 the exclusion of any other means available, dependent upon the provisions of this Article. The Guild
5 and Employer agree to the act promptly and fairly in all grievances.

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

8 The Guild shall not be required to press employee grievances if, in the Guild's opinion, such
9 lack merit. With respect to the processing, disposition and/or settlement of any grievance, including
10 hearings and final decision of Boards and Arbitrators, the Guild shall be the exclusive representative
11 of the employee(s) covered.

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

16 An Arbitrator shall have no power to add or to subtract from or to disregard, modify or
17 otherwise alter any terms of this or any other agreement(s) between the Guild and Employer or to
18 negotiate new agreements. Arbitrator's powers are limited to interpretations of a decision concerning
19 appropriate application of the terms of this Agreement or other existing pertinent agreement(s), if
20 any.

21 **Step One:** Chief of Animal Control: Should a matter coming to the knowledge of the
22 Guild or the Employer, give rise to a grievance, such shall be submitted in writing to the Guild by the
23 Employer, or to the Employer by the Union, within fourteen (14) calendar days of the occurrence.
24 The written grievance must include the nature of the grievance, the provision of the agreement that
25 has been violated, and the personal remedy sought. The Chief of Animal Control shall make a
26 written decision available to the aggrieved employee within twenty (20) calendar days.

27 **Step Two:** Division Manager. If the grievance has not been satisfactorily resolved,
28 the employee and the Union representative may within fourteen (14) calendar days of the receipt of

1 the step one decision present the grievance in writing to the Division Manager or designee for
2 investigation, discussion and reply. The Division Manager shall make a decision available to the
3 aggrieved employee and the Union within fourteen (14) calendar days.

4 **Step Three:** If within fourteen (14) calendar days of the date of response provided in
5 Step 2 the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration
6 has been timely requested the parties may with mutual consent attempt grievance mediation. The
7 process will use a mutually acceptable mediator and conclude within 30 days after the mutual request.

8 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
9 Step 2, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the
10 parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of five
11 arbitrators furnished by the American Arbitration Association or the Federal Mediation and
12 Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from
13 the list by both the County representative and the Union, each alternatively striking a name from the
14 list until only one name remains. The Guild shall be first to strike from the list. The arbitrator under
15 voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and
16 the decision of the arbitrator shall be final and binding on both parties. No matter may be arbitrated
17 which the County, by law, has no authority over, has no authority to change, or has been delegated to
18 any civil service commission or personnel board, as defined in RCW 41.56.

19 **Section 2. Alternative Dispute Resolution Procedures**

20 **A. ULP**

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

25 **B. Grievances**

26 After a grievance is initially filed, the following Alternative Dispute Resolution (ADR)
27 process may be followed, with mutual consent. This process will not exceed 10 days:
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- a. A meeting will be arranged by the Guild president and the OHRM representative (or their designees) to attempt to resolve the matter.
 - 1. The meeting will include a mediator and the affected parties.
 - 2. The parties may mutually agree to other participants such as union and management representatives or subject matter experts.
- C. The parties will meet at mutually agreeable times to attempt to resolve the matter.
- D. If the matter is resolved, the grievance will be withdrawn.
- E. If the matter is not resolved, the grievance will continue through the grievance process.
- F. The moving party can initiate the next in the grievance process at the appropriate times, irrespective of this process.
- G. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

This section does not supersede or preclude any use of grievance mediation later in the grievance process.

1 ARTICLE 12: DISCHARGE AND SUSPENSION

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 be held within (10) working days, unless
5 otherwise mutually agreed to by the parties. A decision shall be rendered within ten (10) days of the
6 hearing, unless otherwise mutually agreed to by the parties.

7 Grievances arising as a result of any such investigations shall be settled in accordance with the
8 provisions of Article 11 Settlements of Disputes. Employees may request removal of letter of
9 reprimand after twelve months.

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1 ARTICLE 13: SENIORITY

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3 **Section 1.** After January 1, 1996, Employees who successfully complete their
4 probationary period shall be awarded a seniority date, which shall be their original date of hire within
5 the Animal Control Division. Seniority shall be limited within each classification described in
6 Section 5, below.

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

- 8 a) Termination for just cause.
- 9 b) Resignation/retirement.
- 10 c) Promotion outside of the bargaining unit for two year, but should the employee
11 return to the bargaining unit within two years, any time spent outside the bargaining unit will
12 not count towards seniority.
- 13 d) Reduction in force.
- 14 e) Unauthorized absences for that period.

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

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

18 **Section 5.** The bargaining unit consists of all full and temporary County employees
19 holding the positions of Pet Adoption Counselors, Animal Control Officers, and Animal Control
20 Leads. Pet Adoption Counselors are a lower County Classification than Animal Control Officer.
21 Leads are a higher job category than Animal Control Officer.

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Section 6. The current seniority date for employees shall be as follows:

Animal Control Officers

6/12/72	Dougherty, H.	3/4/82	Fuchser, S
6/12/72	Pietron, L.	10/12/82	Kingsberry, S.
7/24/72	Duncan, M.	9/15/83	Yoshizumi, D.
1/2/75	Meyer, H.	1/2/84	Morris, D.
8/1/76	Evans, B.	3/1/84	Cronin, M.
6/1/77	Gumm, D.	7/6/88	Russel-Diaz, S.
9/17/77	Higgins, P.	9/1/89	McLaren, P.
12/24/77	McDermott, S.	1/1/94	Wakefield, J.
4/16/79	Torphy, T.	3/1/94	Smith, R.
5/1/79	Herndon, A.	5/14/94	Harbin, D.
5/1/79	Lancaster, L.	5/17/94	Kranig, G.
9/1/80	Smith, H.	5/18/94	Gravel, T.
4/10/81	Overbeck, R.	9/20/94	Winter, G.
2/18/82	Harris, T.	5/11/95	Rossman, K.

Pet Adoption Counselors

9/16/94	Jung, J.
3/9/95	Fischer, L.

1 ARTICLE 14: REDUCTION IN FORCE AND REHIRE

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

8 Recall rights to the classification from which an employee has been laid off shall expire one
9 (1) year from the date of layoff.

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

1 ARTICLE 15: CLOTHING AND EQUIPMENT

2
3 **Section 1:** Animal Control Officers shall be provided coveralls, raincoats, and other
4 protective clothing as determined by the department and also good quality uniforms and winter coats
5 and replacement items and upkeep at no cost to the employees. Reflective tape or other suitable
6 material will be provided in order to ensure maximum visibility of officers.

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

10 **Section 3:** Each Animal Control vehicle may be equipped with one (1) .22 caliber or
11 equivalent rifle. Provided, however, that firearms will not be issued or assigned to a vehicle unless
12 the officer has first completed firearms training and provided further that issuance of firearms shall be
13 at the discretion of the Chief of Animal Control. Such training and provision of ammunition shall be
14 provided by management in accordance with established practices.

1 ARTICLE 16: WAIVER CLAUSE

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

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1 ARTICLE 17: SAVINGS CLAUSE

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

1 ARTICLE 18: WORK STOPPAGES

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3 **Section 1.** The County and the Guild agree that the public interest requires efficient and

4 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or

5 eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone

6 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned

7 duties, sick leave absence which is not bona fide, or other interference with County functions by

8 employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to

9 end such interference. Any concerted action by any employees in the bargaining unit shall be deemed

10 a work stoppage if any of the above activities have occurred contrary to the provisions of this

11 Agreement. Being absent without authorized leave shall be considered as an automatic resignation.

12 Such a resignation may be rescinded by the County if the employee presents satisfactory reasons for

13 the absence within three (3) calendar days of the date the automatic resignation became effective.

14 **Section 2.** Upon notification in writing by the County to the Guild that any of its

15 members are engaged in a work stoppage, the Guild shall immediately, in writing, order such

16 members to immediately cease engaging in such work stoppage and provide the County with a copy

17 of such order. In addition, if requested by the County, a responsible official of the Guild shall

18 publicly order such employees to cease engaging in such a work stoppage.

19 **Section 3.** Any employee who commits any act prohibited in this section will be subject

20 in accord with the County's personnel guidelines to the following action or penalties.

21 A. Discharge

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

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1 ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY

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

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1 ARTICLE 20: PERSONAL APPEARANCE

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

Section 2. Sideburns: shall be neatly trimmed and shall not extend below bottom of the earlobe.

Section 3. Hair: shall be kept neatly trimmed and shall not extend below the top of the ears nor below the top of the collar line. Female employees may have long hair.

Section 4. Mustaches: shall be neatly trimmed and shall not extend beyond or below the upper lip.

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

Section 6. Beards: shall be allowed provided that at least seven (7) days' written notice of intent to grow a beard is given to the Chief of Animal Control; and further provided that the employee begins growing the beard during his vacation or on the first day of his four (4) days off. Beards shall be neatly trimmed at all times .

1 ARTICLE 21: EFFECTIVE DATE AND DURATION

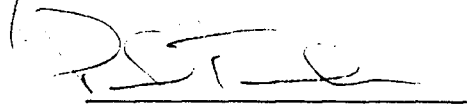
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3 **Section 1.** This Agreement shall be effective commencing January 1, 1996 and shall
4 continue in force and effect through December 31, 1998 provided, however, that either party may, for
5 purposes of negotiating alterations in wages and fringe benefits, open this Agreement upon written
6 notification not later than 60 days before the expiration of this Agreement. "Notice of Opening" is in
7 no way intended by the parties as a termination of nor shall it in anyway be construed as a termination
8 of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling
9 automatic renewal as herein provided. The parties reserve the right to economic recourse in
10 negotiations, except during the interval between the giving of "Notice of Opening" and the expiration
11 date.

12 **Section 2.** Except by mutual written agreement, termination of this Agreement must, to
13 the exclusion of all other methods, be perfected by giving written "Notice of Termination" not later
14 than sixty (60) nor more than ninety (90) days prior to the expiration date, whereupon the contract
15 shall, on its expiration date, terminate. Effective termination eliminates automatic renewal, or the
16 continuation of any of the articles of the contract as provide in R.C.W. 41.56.123.
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Section 3. Any "Notice of Opening" or "Notice of Termination" given less than sixty (60) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

APPROVED this 15th day of May 1996.


Deputy King County Executive

SIGNATORY ORGANIZATION:

David Amotio, PRES
30 APRIL 1996
Animal Control Officers Guild

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AGREEMENT
by and between
COUNTY OF KING, WASHINGTON
and
ANIMAL CONTROL OFFICERS GUILD

January 1, 1994 through December 31, 1995


THIS AGREEMENT is by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County and the ANIMAL CONTROL OFFICERS GUILD, hereinafter referred to as the Union.

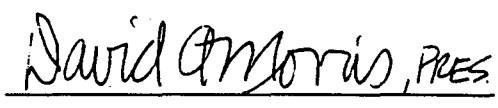
It is understood and agreed by and between the County and the Union that:

1. Effective January 1, 1994 wage rates in effect as of December 31, 1993 shall be increased by 2.25%.
2. Effective January 1, 1995 wage rates in effect as of December 31, 1994 shall be increased by 2.7%.
3. Holiday accrual for 1994 and 1995 shall be consistent with the 1993 method of accrual.
4. Changes to Personal Leave time will become effective January 1, 1996.

King County

Animal Control Officers Guild





Date 5-16-96

Date 30 APRIL 1996