

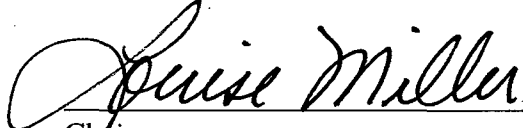
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SECTION 2. Terms and conditions of said agreement shall be effective from  
January 1, 1999, through and including December 31, 1999.

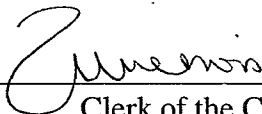
INTRODUCED AND READ for the first time this 23rd day of August, 1999.

PASSED by a vote of 12 to 0 this 30th day of August, 1999.

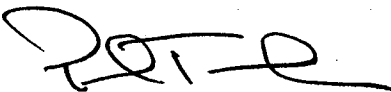
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

APPROVED this 9<sup>th</sup> day of September, 1999.

  
King County Executive

- Attachments: A. Agreement Between Animal Control Officers Guild and King County  
B. Memorandum of Understanding Between King County Animal Control  
Officers' Guild

**AGREEMENT BETWEEN**  
**ANIMAL CONTROL OFFICERS GUILD**  
**AND**  
**KING COUNTY**

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1 AGREEMENT BETWEEN  
2 ANIMAL CONTROL OFFICERS GUILD  
3 AND  
4 KING COUNTY  
5

6 These articles constitute an agreement, terms of which have been negotiated in good faith,  
7 between King County and the Animal Control Officers Guild. This agreement shall be subject to  
8 approval by Ordinance by the County Council of King County, Washington.  
9

10 **ARTICLE 1: PURPOSE**

11 The intent and purpose of this Agreement is to promote the continued improvement of the  
12 relationship between King County and its employees by providing a uniform basis for implementing  
13 the right of public employees to join organizations of their own choosing, and to be represented by  
14 such organizations in matters concerning their employment relations with King County, and to set  
15 forth the wages, hours, and other working conditions of such employees in appropriate bargaining  
16 units provided the County has authority to act on such matters and further provided the matter has not  
17 been delegated to any civil service commission or personnel board similar in scope, structure and  
18 authority as defined in R.C.W. 41.56.  
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**ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

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

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

Fred Hutchinson Cancer Research Center,  
Children's Orthopedic Hospital, or  
The American Heart Association of Washington.

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

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

**Section 3.** Dues Deduction. Upon receipt of written authorization individually signed by a

1 bargaining unit employee, the County shall deduct from the pay of such employee the amount of dues  
2 as certified by the Secretary-Treasurer of the Guild and transmit the same to the Secretary-Treasurer  
3 of the Guild.

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

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

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

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

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1 ARTICLE 3: MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

27                       D. To control the Departmental budget; and

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

1 assure the proper functioning of the department.

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

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

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1 **ARTICLE 4: HOLIDAYS**

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

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

15  
16 **Section 2.** All employees may be required to work holidays. Such work shall be paid at the  
17 rate of one and one-half (1-1/2) times the regular hourly rate of pay, plus eight hours holiday pay  
18 provided the employee does not exceed the maximum provided in Section 4.

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

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

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1 ARTICLE 5: VACATIONS

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

4

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

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22 All employees with more than 6 months one (1) year of continuous service will accrue  
23 vacation benefits on an hourly basis each pay period for compensated regular hours (i.e., vacation,  
24 sick leave, holiday, jury duty, military, bereavement). Vacation accrual shall date from the first of the  
25 month in which the employee commenced such continuous service. If such commencement date was  
26 the first working day of the month, the year of service for vacation purposes shall date from the first  
27 of the month in which the service began.  
28

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

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

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

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

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

28           **Section 7.** Employees shall accrue up to a maximum of sixty (60) days vacation (i.e., 5/8 or

1 4/3 = 480 hours; 4/4 = 462 hours).

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1 **ARTICLE 6: SICK LEAVE**

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

7       **Section 2. Vacation as Extension of Sick Leave** During the first six months of full-time  
8 service a regular employee may, at her/his division manager's discretion, be permitted to use any  
9 accrued vacation as an essential extension of used sick leave. If an employee does not work a full six  
10 months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

11       **Section 3. Minimum Sick Leave Usage** Sick leave may be used in one-half hour increments  
12 at the discretion of the appointing authority.

13       **Section 4. Maximum** There shall be no limit to the hours of sick leave benefits accrued by  
14 an employee.

15       **Section 5. Separation from Employment** Separation from or termination of County  
16 employment, except by reason of retirement, or lay-off due to lack of work, funds, efficiency reasons  
17 or separation for non disciplinary medical reasons, shall cancel all sick leave accrued to the employee  
18 as of the date of separation or termination. Should the employee resign in good standing, be  
19 separated for non-disciplinary medical reasons or be laid off, and return to the County within two  
20 years, accrued sick leave shall be restored, but the restoration shall not apply where the former  
21 employment was in a term limited temporary position.

22       **Section 5.1 Retirement and/or Death Benefit** Employees eligible to accrue sick leave and  
23 who have successfully completed at least five years of county service and who retire as a result of  
24 length of service or who terminate by reason of death shall be paid, or their estates paid or as  
25 provided by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused,  
26 accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving  
27 county employment less mandatory withholdings.

28       **Section 6. Use prior to Unpaid Leave** An employee must use all of his or her sick leave

1 before taking unpaid leave for his or her own health reasons. If the injury is compensable under the  
2 county's workers compensation program , then the employee has the option to augment or not  
3 augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the  
4 employee shall choose at the start of the leave whether the particular leave would be paid or unpaid;  
5 but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve  
6 of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her sick  
7 leave may use accrued vacation leave before going on leave of absence without pay, if approved by  
8 his or her appointing authority.

9 **Section 7. Uses of Sick Leave** Sick leave shall be used for the following reasons:

10 7.1 The employee's bona fide illness; but an employee who suffers an occupational illness  
11 may not simultaneously collect sick leave and worker's compensation payments in a total amount  
12 greater than the net regular pay of the employee;

13 7.2 The employee's incapacitating injury, but:

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

18 B. An employee who chooses to augment workers compensation payments with the  
19 use of accrued sick leave shall notify the workers compensation office in writing at the beginning of  
20 the leave;

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

24 7.3 The employees' exposure to contagious diseases and resulting quarantine.

25 7.4 A female employee's temporary disability caused by or contributed to by pregnancy and  
26 childbirth.

27 7.5 The employee's medical or dental appointments, provided that the employee's supervisor  
28 has approved the use of sick leave for such appointments

1           7.6 To care for the employees child if the child has an illness or health condition which  
2 requires treatment or supervision from the employee;

3           7.7 To care for other family members, if:

4           A. the employee has been employed by the county for twelve months or more and has  
5 worked a minimum of one thousand forty hours in the preceding twelve months

6           B. the family member is the employee's spouse or domestic partner, the employee's  
7 child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's  
8 spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the  
9 employee's spouse or domestic partner; and

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

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

14           2. the care of the employee's child or child of the employee's spouse or  
15 domestic partner whose illness or health condition requires treatment or supervision by the employee;  
16 or

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

18          **Section 8. Family and Medical Leave** An employee may take a total of up to eighteen  
19 weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in  
20 sections 7.5 and 7.6 combined, within a twelve month period. The leave may be continuous, which is  
21 consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.

22 Intermittent leave is subject to the following conditions:

23          8.1 When leave is taken after the birth or placement of a child for adoption or foster care, an  
24 employee may take leave intermittently or on a reduced leave schedule only if authorized by the  
25 employees appointing authority.

26          8.2 An employee make take leave intermittently or on a reduced schedule when medically  
27 necessary due to a serious health condition of the employee or family member of the employee; and

28          8.3 If an employee requests intermittent leave or leave on a reduced leave schedule ,under

1 section 8.2 above, that is foreseeable based on planned medical treatment, the appointing authority  
2 may require the employee to transfer temporarily to an available alternative position for which the  
3 employee is qualified and that has equivalent pay and benefits and that better accommodates  
4 recurring periods of leave than the regular position of the employee.

5 **Section 9. Use of donated leave:** Use of donated leave shall run concurrently with the  
6 eighteen work week family medical leave entitlement.

7 **Section 10.** The county shall continue its contribution toward health care during any unpaid  
8 leave taken under section 8.

9 **Section 11.** Department management is responsible for the proper administration of the sick  
10 leave benefit. verification from a licensed health care provider may be required to substantiate the  
11 health condition of the employee or family member for leave requests.

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

14 12.1 the same position he or she held when the leave commenced ;or

15 12.2 a position with equivalent status ,benefits, pay and other terms and conditions of  
16 employment; and

17 12.3 The same seniority accrued before the date on which the leave commenced.

18 **Section 13.** Failure to return to work by the expiration date of the leave of absence may be  
19 cause for removal and result in termination of the employee from county service.

20 **Section 14 Bereavement** - Regular full-time employees shall be entitled to three (3) working  
21 days of bereavement leave per calendar year, due to death of members of their immediate family.

22 14.2.1 Regular full-time employees who have exhausted their bereavement leave shall be  
23 entitled to use sick leave in the amount of three (3) days for each occurrence when death occurs to a  
24 member of the employee's immediate family.

25 14.2.2 In the application of any of the foregoing provisions, when a holiday or regular day off  
26 falls within the prescribed period of absence, it shall not be charged.

27 14.2.3 For the purposes of Section 14 , immediate family shall be defined as children, parents,  
28 siblings, grandchildren, grandparents and spouse or domestic partner of the employee and parents and

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1 siblings of the employee's spouse.

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1 **ARTICLE 7: WAGE RATES**

2 **Section 1.** Wage rates for 1999 shall be in accordance with the job classifications and pay  
 3 rates as listed below:

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5 **Pet Adoption Counselors**

6 Step 1	7 Step 2	8 Step 3	9 Step 4	10 Step 5	11 Step 6	12 Step 7	13 Step 8	14 Step 9	15 Step 10
12.3703	12.9632	13.2738	13.5929	13.9194	14.2544	14.5977	14.9497	15.3104	15.6802

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17 **Animal Control Officers**

18 Step 1	19 Step 2	20 Step 3	21 Step 4	22 Step 5	23 Step 6	24 Step 7	25 Step 8	26 Step 9	27 Step 10
14.6064	15.3104	15.6802	16.0592	16.4478	16.8456	17.2540	17.6720	18.1011	18.5403

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29 **Animal Control Leads**

30 Step 1	31 Step 2	32 Step 3	33 Step 4	34 Step 5	35 Step 6	36 Step 7	37 Step 8	38 Step 9	39 Step 10
16.8554	17.6720	18.1011	18.5403	18.9910	19.4527	19.9260	20.4110	20.9079	21.4176

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41 **Veterinarian Technician**

42 Step 1	43 Step 2	44 Step 3	45 Step 4	46 Step 5	47 Step 6	48 Step 7	49 Step 8	50 Step 9	51 Step 10
14.6064	15.3104	15.6802	16.0592	16.4478	16.8456	17.2540	17.6720	18.1011	18.5403

1           A. All employees shall be hired at Step 1 of their respective pay range and advanced  
2 to Step 2 after the successful completion of the six (6) month probation period. Advancement to  
3 subsequent steps will occur at twelve (12) month intervals.

4           B. Members that are trained or are performing inspection duties shall receive a five  
5 (5%) percent premium above their base wage rate. It is acknowledged that animal control leads have  
6 received this premium and it is incorporated in the wage grid above.

7           **Section 2.** Whenever an employee is assigned in writing by the Animal Control Chief or  
8 his/her designee to perform the duties of a higher classification he/she shall receive a wage increase  
9 of five (5%) above their regular rate or the first step of the pay range of the higher classification,  
10 whichever is greater , for the hours required to perform the duties of the higher classification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 **Section 2.** Employees working a schedule of five (5) eight (8) hour days per week (exclusive  
23 of lunch period), shall be subject to the following provisions:

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

26 B. Employees shall be required to work beyond eight (8) hours per day at the  
27 direction of his/her supervisor.

28 **Section 3.** Animal Control Officer Shelter Leads and Pet Adoption Counselors working a

1 schedule of four (4) ten (10) hour days per week followed by 3 consecutive days off (exclusive of  
2 lunch periods) shall be subject to the following provisions:

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

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

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

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

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

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

28           Accrued compensatory time shall be used within sixty (60) days of the date the overtime was

1 worked. In the event it is not used within this period, the employee shall receive overtime pay as  
2 provided in Section 4.

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

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

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

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

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

14 E. The County has the right to determine the schedules for employees in order to  
15 provide services to the public, but will attempt to assign at least 50% of the field staff to a "4-on and  
16 4-off" schedule.

17 F. For the purposes of this section, seniority shall be defined as total length of service  
18 with the County in the Animal Control Division.

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

21 H. There will be a limit of two (2) bids for resultant vacancies.  
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1 ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

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

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**ARTICLE 10: MISCELLANEOUS**

**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

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

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

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

9 By written mutual agreement the parties may extend the timelines contained in this article.

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

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

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

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

1        **Step Two:** Division Manager. If the grievance has not been satisfactorily resolved, the  
2 employee and the Union representative may within fourteen (14) calendar days of the receipt of the  
3 step one decision present the grievance in writing to the Division Manager or designee for  
4 investigation, discussion and reply. The Division Manager shall make a decision available to the  
5 aggrieved employee and the Union within fourteen (14) calendar days.

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

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

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

22                **A. ULP**

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

27                **B. Grievances**

28        After a grievance is initially filed, the following Alternative Dispute Resolution (ADR)

1 process may be followed, with mutual consent. This process will not exceed 10 days:

2 a. A meeting will be arranged by the Guild president and the OHRM  
3 representative (or their designees) to attempt to resolve the matter.

4 1. The meeting will include a mediator and the affected parties.

5 2. The parties may mutually agree to other participants such as union  
6 and management representatives or subject matter experts.

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

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

9 E. If the matter is not resolved, the grievance will continue through the grievance  
10 process.

11 F. The moving party can initiate the next in the grievance process at the appropriate  
12 times, irrespective of this process.

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

15 This section does not supersede or preclude any use of grievance mediation later in the  
16 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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**ARTICLE 13: SENIORITY**

**Section 1.** Employees who successfully complete their probationary period shall be awarded a seniority date, which shall be their original date of hire within the Animal Control Division.

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

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

a) Termination for just cause.

b) Resignation/retirement.

c) Promotion outside of the bargaining unit for two year, but should the employee return to the bargaining unit within two years, any time spent outside the bargaining unit will not count towards seniority.

d) Reduction in force.

e) Unauthorized absences for that period.

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

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

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

**Section 6.** (continued on next page)

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

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**Animal Control Officers**

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6/12/72	Dougherty, H.	3/4/82	Fuchser, S
		10/12/82	Kingsberry, S.
		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.	5/17/94	Kranig, G.
5/1/79	Herndon, A.	5/18/94	Gravel, T.
5/1/79	Lancaster, L.	9/20/94	Winter, G.
9/1/80	Smith, H.	6/1/98	Jordan, C
2/18/82	Harris, T.	8/4/98	Porter, K
		2/5/99	Breshears, J
		2/8/99	Orvella, R
		2/8/99	Diehl, J

**Pet Adoption Counselors**

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3/9/95	Fischer, L.
2/1/98	Toledo, S

**Veterinarian Technician**

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2/1/98	Thompson, J
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1 ARTICLE 14: REDUCTION IN FORCE AND REHIRE

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

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

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

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1 ARTICLE 15: CLOTHING AND EQUIPMENT

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

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

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

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1 ARTICLE 16: WAIVER CLAUSE

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

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1 ARTICLE 17: SAVINGS CLAUSE

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

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1 **ARTICLE 18: WORK STOPPAGES**

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

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

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1 ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY

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

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1 **ARTICLE 20: PERSONAL APPEARANCE**

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

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

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

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

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

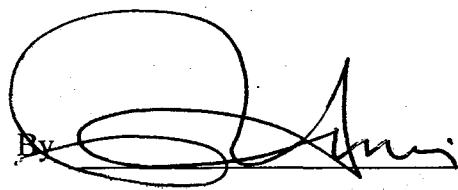
14       **Section 6. Beards:** shall be allowed provided that at least seven (7) days' written notice of  
15 intent to grow a beard is given to the Chief of Animal Control; and further provided that the  
16 employee begins growing the beard during his vacation or on the first day of his four (4) days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

1 ARTICLE 21: EFFECTIVE DATE AND DURATION

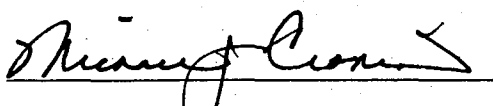
2 Section 1. This Agreement shall be effective commencing January 1, 1999 and shall continue  
3 in force and effect through December 31, 1999 provided, however, that either party may, for purposes  
4 of negotiating alterations in wages and fringe benefits, open this Agreement upon written notification  
5 not later than 60 days before the expiration of this Agreement. "Notice of Opening" is in no way  
6 intended by the parties as a termination of nor shall it in anyway be construed as a termination of this  
7 Agreement or any annual contract effectuated through automatic renewal nor as forestalling  
8 automatic renewal as herein provided. The parties reserve the right to economic recourse in  
9 negotiations, except during the interval between the giving of "Notice of Opening" and the expiration  
10 date.

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

16 APPROVED this 10 day of August, 1999

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20 By   
21 King County Executive

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23 SIGNATORY ORGANIZATION:

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27 Animal Control Officers Guild

MEMORANDUM OF UNDERSTANDING

13616

Between

King County Animal Control

and

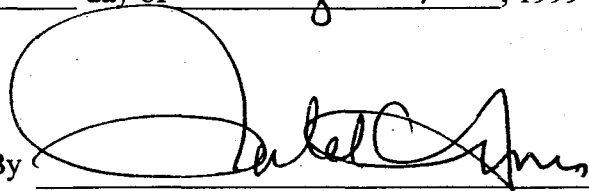
Animal Control Officers' Guild

1. It is the intent of this agreement to allow the limited use of volunteers to provide support for the functions of King County Animal Control while assuring that bargaining unit work is performed only by bargaining unit members. It is recognized that, absent further agreement, the volunteer activities described below will cease on December 31, 1999. Further, in order to provide harmonious relations between bargaining unit members and volunteers, the Department will provide each volunteer training prior to any assignments so that they understand their limited role. Volunteers will also be provided some type of uniform that clearly distinguishes them from regular employees. Volunteers shall be supervised at all times by the shelter Sergeant or, in his/her absence, the senior officers in the Shelter. Volunteers may perform the following tasks:
2. Photographing Dogs and Cats Available for Adoption/Redemption: PetsHELTER Network Staff shall report to the Shelter Supervisor to digitally record animals available for adoption. These photos will be used to enhance the King County Animal Control Web Page, which shall be linked to the PetsHELTER web page. Shelter Sergeants shall assign a bargaining unit member to transport the animals from the shelter to the fixed site where they will be photographed. Photographing animals will occur on Sunday afternoons and Wednesday afternoons.
3. Meet and Greet Customers and the Public on Saturdays Only: Volunteers may assist visitors to the shelters and direct them to the appropriate staff person for assistance. Volunteers will work under the direct supervision of the Shelter Supervisor/Sergeant. Duties are limited to handing out brochures, application forms, showing them the lost and found pet listings and directing them to the appropriate line. Volunteers shall not be permitted behind the counter or in the shelter and shall stay in the foyer or parking lot. There shall be no more than two volunteer performing this function at any time.
4. Bathe and Groom Dogs and Cats: Volunteers may bathe and groom dogs and cats. They shall report to the Shelter Sergeant and work under his/her supervision. The Sergeant shall determine which animals to bathe or groom. Transport of animals shall be performed by bargaining unit members.
5. Foster and Rescue Volunteers: Volunteers, working under the direction of the Shelter Sergeant and/or the pet adoption counselors, may assist in the foster/rescue of animals under the program as it currently exists as of the date of execution of this agreement. Provided, the program shall comply with all ordinances, laws and regulations pertaining to private placement and rescue programs.
6. The Adoptathon: Volunteers may be utilized to assist in the Adoptathon.


- 7. Volunteers shall be permitted to do only those duties specifically stated herein. It is the County's responsibility to insure that only the listed duties are performed. In the event that a volunteer does perform duties beyond those listed herein, regardless of the number of times or the duration, such performance shall not constitute a past practice of an expansion of the permissible duties of a volunteer.
- 8. Dispute resolution. The parties agree to meet on a quarterly basis to review the use of the volunteers and to resolve any issues regarding the appropriate use of the volunteers. If the parties are unable to resolve the issues a grievance may be filed.

For King County:

APPROVED this 10 day of August, 1999

By   
King County Executive

For Animal Control Officers Guild

  
Mike Cronin

7.23.99  
Date



7/01/99

Introduced By: Greg Nickels  
Jane Hague

pj subord 08-18-99

Proposed No.: 1999-0366

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ORDINANCE NO. 13617

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AN ORDINANCE reducing admissions and parking taxes imposed for stadium and exhibition center purposes, amending the stadium and exhibition center admission tax and the stadium and exhibition center parking tax to reduce the admissions and parking taxes imposed thereunder; pledging to maintain the taxes at such levels for the term of the bonds issued to finance stadium and exhibition facilities for the purpose of preserving the tax-exempt status of those bonds and thereafter to restore the stadium and exhibition center admissions and parking taxes to the level originally established by Ordinance 12807; providing for reasonable exceptions; prescribing procedures and imposing liability regarding the collection and remittance of the stadium and exhibition center admissions and parking taxes; and amending Ordinance 12807, Section 4, and K.C.C.4.31.020 and Ordinance 12807, Section 5, and K.C.C.4.31.030.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 12807, Section 4, and K.C.C. 4.31.020 are each hereby amended to read as follows:

**Stadium and exhibition center admissions tax.** A. As authorized by ((Referendum 48, Sec. 301)) RCW 36.38.010(5), there is hereby levied and fixed a tax of ((one cent)) three and one-tenth percent on ((every ten cents or fraction thereof of)) charges for admission to events in a stadium and exhibition center constructed in the county on or

1 after January 1, 1998 that is owned by the Washington State Public Stadium Authority, as  
2 defined in RCW 36.102.010(9), located in King County and owned by the Washington  
3 State Public Stadium Authority. From and after the date that the state treasurer certifies to  
4 the Washington State Public Stadium Authority and to the county that all of the bonds  
5 issued to finance the stadium and exhibition center authorized under chapter 43.99N RCW  
6 are fully repaid, redeemed or retired, the admissions tax shall be levied and fixed at the rate  
7 of ten percent. For the purposes of this section, "charges for admission to events" means  
8 only the actual admission charge, exclusive of taxes and service charges and the value of  
9 any other benefit conferred by the admission, and includes a charge made for season  
10 tickets or subscriptions, a cover charge or a charge made for the use of seats and tables,  
11 reserved or otherwise, and other similar accommodations. Revenues collected from the tax  
12 imposed ((herein)) in this section shall be deposited and used in accordance with  
13 ((Referendum 48, Sec. 301)) RCW 36.38.010(5). The tax under this section shall be levied  
14 upon the first use of any part of the stadium and exhibition center but shall not be collected  
15 at any facility already in operation as of ((the effective date of Referendum 48)) July 17,  
16 1997.

17 B. To maintain consistency with charitable organization admission tax exemptions  
18 allowed by the city of Seattle for the Kingdome, King County will provide for similar  
19 exemptions from the admissions tax imposed by this section. The admission tax shall not  
20 apply to any admission charge to an event that is sponsored by a nonprofit organization  
21 exempt from federal income taxation under section 501(c) (3) of the Internal Revenue  
22 Code when:

23 (i) the nonprofit tax-exempt organization publicly sponsors the event,

1           (ii) the nonprofit tax-exempt organization receives the use and benefit of the  
2           admission charges collected, and

3           (iii) the primary purpose of the event is charitable fundraising based on  
4           reasonable documentation.

5           C. A person who receives payment for an admission charge on which a tax is levied  
6           under this section, and a person who by agreement with the Washington State Public  
7           Stadium Authority is obligated to collect the tax, shall collect the tax from the person  
8           making the admission payment and shall remit the tax to the state treasurer as provided in  
9           this section. The tax imposed under this section shall be collected from the person paying  
10           the admission charge at the time the admission charge is paid. The person who by  
11           agreement with the Washington State Public Stadium Authority is obligated to collect the  
12           tax, or the person collecting the tax, shall remit the tax to the state treasurer. Payment shall  
13           be made in monthly remittances on or before the fifteenth day of the month next  
14           succeeding the end of the monthly period in which the tax is collected or received and  
15           accompanied by such reports as the state treasurer requires. Payment or remittance of the  
16           tax collected may be made by check unless payment or remittance is otherwise required by  
17           the state treasurer, but payment by check does not relieve the person collecting the tax  
18           from liability for payment and remittance of the tax to the state treasurer unless the check  
19           is in the full and correct amount and until the check is honored. The person required to  
20           collect the tax under this section holds the tax in trust until the tax is remitted to the state  
21           treasurer as provided in this section. If a person required to collect the tax imposed by this  
22           section fails to collect the tax, or having collected the tax fails to pay the tax to the state  
23           treasurer in the manner prescribed by this section, whether the failure is the result of the