



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**August 30, 2004**

**Ordinance 14980**

**Proposed No.** 2004-0387.1

**Sponsors** Patterson and Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and the Animal Control Officers Guild,  
4 representing employees in the department of executive  
5 services; and establishing the effective date of said  
6 agreement.

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9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King  
11 County and the Animal Control Officers Guild representing employees in the department  
12 of executive services and attached hereto is hereby approved and adopted by this  
13 reference made a part hereof.

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15            January 1, 2004, through and including December 31, 2006.

16

Ordinance 14980 was introduced on 8/16/2004 and passed by the Metropolitan King County Council on 8/30/2004, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Mr. Pelz, Mr. McKenna, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine  
No: 0  
Excused: 1 - Ms. Lambert

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

ATTEST:

  
\_\_\_\_\_

Anne Noris, Clerk of the Council

APPROVED this 2 day of September, 2004.

  
\_\_\_\_\_  
Ron Sims, County Executive

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KING COUNTY COUNCIL  
CLERK

**Attachments**            A. Agreement Between Animal Control Officers Guild and King County, January 1, 2004 through December 31, 2006

AGREEMENT BETWEEN  
ANIMAL CONTROL OFFICERS GUILD  
AND  
KING COUNTY

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

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

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

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

- 16  
17 Fred Hutchinson Cancer Research Center,  
18 Children's Orthopedic Hospital, or  
19 The American Heart Association of Washington.  
20

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

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

28 **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.

21 **Section 7.** Once each calendar year upon request, the County will provide the Guild with a  
22 current listing of all employees within the bargaining unit. The list shall include the name of the  
23 employee, the employees' classification, seniority within the employees' current classification, job  
24 location, and salary.

1 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

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

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

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.

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1 **ARTICLE 4: HOLIDAYS**

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

4

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

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

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

21 **Section 4.** Employees shall be compensated for no more than ninety-six (96) hours of holiday  
22 time per year. Employees whose employment starts after January 1st will receive a prorated amount.

1 **ARTICLE 5: VACATIONS**

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

4

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

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

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

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

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

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

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

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

1 **ARTICLE 6: SICK LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 Intermittent leave is subject to the following conditions:

19           **7.1** When leave is taken after the birth or placement of a child for adoption or foster care, an  
20 employee may take leave intermittently or on a reduced leave schedule only if authorized by the  
21 employees appointing authority.

22           **7.2** An employee make take leave intermittently or on a reduced schedule when medically  
23 necessary due to a serious health condition of the employee or family member of the employee; and

24           **7.3** If an employee requests intermittent leave or leave on a reduced leave schedule, under  
25 Section 7.2 above, that is foreseeable based on planned medical treatment, the appointing authority  
26 may require the employee to transfer temporarily to an available alternative position for which the  
27 employee is qualified and that has equivalent pay and benefits and that better accommodates recurring  
28 periods of leave than the regular position of the employee.

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

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

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

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

10           **11.1** the same position he or she held when the leave commenced; or

11           **11.2** a position with equivalent status, benefits, pay and other terms and conditions of  
12 employment; and

13           **11.3** The same seniority accrued before the date on which the leave commenced.

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

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

18           **13.2.1** Regular full-time employees who have exhausted their bereavement leave shall be  
19 entitled to use sick leave in the amount of three (3) days for each occurrence when death occurs to a  
20 member of the employee's immediate family.

21           **13.2.2** In the application of any of the foregoing provisions, when a holiday or regular day off  
22 falls within the prescribed period of absence, it shall not be charged.

23           **13.2.3** For the purposes of Section 13, immediate family shall be defined as children, parents,  
24 siblings, grandchildren, grandparents and spouse or domestic partner of the employee and parents and  
25 siblings of the employee's spouse or domestic partner.

1 **ARTICLE 7: WAGE RATES**

2 **Section 1.** Effective January 1, 2004 wages in effect on December 31, 2003 shall be increased  
3 a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2002 - September  
4 2003). Provided, the amount produced by application of the foregoing shall not be less than 2% or  
5 greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according  
6 to this formula.

7 **Section 2.** Effective January 1, 2005 wages in effect on December 31, 2004 shall be increased  
8 a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2003 - September  
9 2004). Provided, the amount produced by application of the foregoing shall not be less than 2% or  
10 greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according  
11 to this formula.

12 **Section 3.** Effective January 1, 2006 wages in effect on December 31, 2005 shall be increased  
13 a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2004 - September  
14 2005). Provided, the amount produced by application of the foregoing shall not be less than 2% or  
15 greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according  
16 to this formula.

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

20 **Section 5.** Members that are trained or are performing inspection duties shall receive a five  
21 (5%) percent premium above their base wage rate. It is acknowledged that Animal Control Sergeants  
22 have received this premium and it is incorporated in the wage grid above.

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

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



1           **Section 8.** Prospective, upon implementation of this agreement, Career Service bargaining  
2 unit members that have twenty-five (25) years or more years of service with the County in a Career  
3 Service bargaining unit position will receive a Longevity Pay Premium of one-half (.05%) percent  
4 added to the employee's monthly salary. Years worked shall be full-time service with the County.

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

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

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

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

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

18 On-call officers will receive compensation as outlined in the bargaining agreement, Article 8,  
19 Section 4. A minimum of two (2) hours at the overtime rate shall be paid for each call out authorized  
20 by the County. If the actual time worked on the call-out exceeds two hours, the employee will be  
21 compensated for the actual hours worked at the overtime rate. On call officers will be paid on a  
22 portal-to-portal basis when called out. In addition, officers assigned to on-call duty will receive  
23 \$10.00 per on-call shift.

24 Officers so assigned to on-call must be able to respond to emergency calls from his or her  
25 residence within fifteen (15) minutes from the time of the call (TOC). The TOC is the time the  
26 officer receives a telephone call for an emergency or receives a page to respond to an emergency call.  
27 On-call officers must respond to emergency calls of injured animals, loose livestock, vicious animals  
28 at large which are endangering public safety (e.g., bite animals still at large where no owner is present

1 and the animal cannot be contained by someone on the scene, etc.), police impounds, and other calls  
2 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 for on-call duty, the County will assign officers by  
6 inverse classification seniority. Seniority will relate to the on-call areas established by the County so  
7 that seniority relates to those officers whose residences are within 15 miles of the on-call area.

8 Officers are chosen by inverse 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 no later than 10:00  
11 a.m. If the officer works to the conclusion of his regular shift for that day, he or she will experience  
12 no loss of pay, vacation or compensatory time. In order to effectuate this provision, officer must  
13 obtain approval from Animal Control Chief in advance. The Chief shall consider the circumstances  
14 of the Call-Out and shall not withhold such approval unreasonably.

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

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

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

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

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

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

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

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

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

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

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

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

28          **Section 5. Schedule Change:** The County shall notify employees of a schedule change at

1 least fourteen (14) calendar days prior to the effective date of the change, provided that the County  
2 may temporarily assign an employee to fill vacancies created by unscheduled employee absences.

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

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

13 Accrued compensatory time will be administered pursuant to the King County Personnel  
14 Guidelines.

15 **Section 8. Job Bidding to Fill Shift Assignments:** Employee shift assignments will be  
16 filled on the basis of seniority, subject to the following:

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

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

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

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

26 E. The County has the right to determine the schedules for employees in order to  
27 provide services to the public, but will attempt to assign at least 50% of the field staff to a "4-on and  
28 4-off" schedule.

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

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

5           **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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1 **ARTICLE 10: MISCELLANEOUS**

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

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

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

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

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

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

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

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

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



1 **ARTICLE 11: SETTLEMENTS OF DISPUTES**

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

4 **1.1 Grievance/Arbitration:** The right to process and settle grievances is wholly, to the  
5 exclusion of any other means available, dependent upon the provisions of this Article. The Guild and  
6 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 any.  
22 Regardless of outcome, each party to an arbitration proceeding shall bear the full cost of its  
23 representatives and witnesses.

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

1 decision available to the aggrieved employee within twenty (20) calendar days.

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

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

15 **Step Four:** If within fourteen (14) calendar days of the date of response provided in Step 3  
16 the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration has  
17 been timely requested the parties may with mutual consent attempt grievance mediation. The process  
18 will use a mutually acceptable mediator and conclude within 30 days after the mutual request.

19 Should arbitration be necessary either after an attempt to mediate the dispute or directly after  
20 Step 2, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the  
21 parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of five  
22 arbitrators furnished by the American Arbitration Association or the Federal Mediation and  
23 Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from  
24 the list by both the County representative and the Guild, each alternatively striking a name from the  
25 list until only one name remains. The Guild shall be first to strike from the list. The arbitrator under  
26 voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and  
27 the decision of the arbitrator shall be final and binding on both parties. No matter may be arbitrated  
28 which the County, by law, has no authority over, has no authority to change, or has been delegated to

1 any civil service commission or personnel board, as defined in RCW 41.56.

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

3 **A. ULP**

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

8 **B. Grievances**

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

11 **a.** A meeting will be arranged by the Guild president and the Human  
12 Resources Division Director of the Department of Executive Services representative (or their  
13 designees) to attempt to resolve the matter.

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

15 2. The parties may mutually agree to other participants such as Guild  
16 and management representatives or subject matter experts.

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

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

19 **E.** If the matter is not resolved, the grievance will continue through the grievance  
20 process.

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

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

25 This Section does not supersede or preclude any use of grievance mediation later in the  
26 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 a letter of  
9 reprimand after twelve months.

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1 **ARTICLE 13: SENIORITY**

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

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

6 **A.** Termination for just cause.

7 **B.** Resignation/retirement.

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

11 **D.** Reduction in force.

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

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

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

16 **Section 5.** The bargaining unit consists of all County employees holding the positions of  
17 Veterinary Technician, Pet Adoption Counselor, Animal Control Officer, and Animal Control  
18 Sergeant.

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

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

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

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

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

1 **ARTICLE 15: CLOTHING AND EQUIPMENT**

2       **Section 1.** Animal Control Officers shall be provided footwear, uniforms, coveralls,  
3 raincoats, winter coats and other protective clothing as determined by the department to be necessary  
4 for the performance of the job responsibilities. Proper upkeep of clothing is the responsibility of the  
5 employee. Necessary clothing replacement of up to four (4) pants, four (4) shirts and one (1) pair of  
6 boots shall be provided annually as necessary at no cost to the employee. Employees may purchase  
7 their own pants and boots in the quantities specified above. The County will reimburse employees up  
8 to \$145.00 per pair of boots and up to \$60 per pair of pants. Reflective tape or other suitable material  
9 will be provided in order to ensure maximum visibility of officers.

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

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

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

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

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

20                   A. Discharge

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

1 **ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY**

2           The Employer or the Guild shall not unlawfully discriminate against any individual with  
3 respect to compensation, terms, conditions, or privileges of employment because of race, color,  
4 sexual orientation, marital status, religion, national origin, age, 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 be  
5 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  
13 appearance 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 employee  
16 begins growing the beard during his vacation or on the first day of his four (4) days off. Beards shall  
17 be neatly trimmed at all times.

1 **ARTICLE 21: USE OF VOLUNTEERS**

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

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

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

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

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

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

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

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

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

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

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

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

2 **Section 1.** This Agreement and each of its provisions, unless otherwise stated, shall become  
3 effective on January 1, 2004, and shall continue in full force and effect through December 31, 2006.  
4 Contract negotiations for the year 2007 may be initiated by either party by providing to the other party  
5 written notice of its desire to begin negotiations, provided that such negotiations may not commence  
6 sooner than May 15, 2006.

7 The parties agree that either the County or the Guild may reopen the agreement to negotiate  
8 the following: Article 7 for the purpose of negotiating 2006 wages, Article 8 to address impacts of  
9 scheduling changes and Article 21 in its entirety.

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11 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004

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15 By \_\_\_\_\_  
16 King County Executive

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18 **SIGNATORY ORGANIZATION:**

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21 \_\_\_\_\_  
22 Animal Control Officers Guild

ADDENDUM A (2004 Squared Table)

Union Code: ACOG

Pet Adoption Counselor Range 35									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$14.6421	\$15.3522	\$15.7207	\$16.0980	\$16.4844	\$16.8800	\$17.2851	\$17.6999	\$18.1247	\$18.5597

Animal Control Officer Range 41									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$16.8812	\$17.6999	\$18.1247	\$18.5597	\$19.0051	\$19.4612	\$19.9283	\$20.4066	\$20.8964	\$21.3979

Animal Control Sergeant Range 47									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$19.4627	\$20.4066	\$20.8964	\$21.3979	\$21.9114	\$22.4373	\$22.9758	\$23.5272	\$24.0919	\$24.6701

Veterinarian Technician Range 41									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$16.8812	\$17.6999	\$18.1247	\$18.5597	\$19.0051	\$19.4612	\$19.9283	\$20.4066	\$20.8964	\$21.3979