



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 24, 2015

Ordinance 17982

Proposed No. 2015-0048.1

Sponsors von Reichbauer and Phillips

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

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

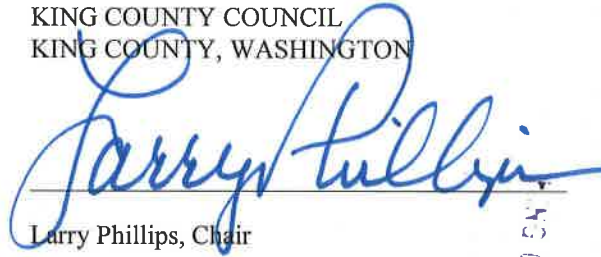
7 SECTION 1. The collective bargaining agreement negotiated by and between
8 King County and Animal Control Officers Guild representing employees in the
9 department of executive services, which consists of Attachments A, B and C to this
10 ordinance, is hereby approved.

11 SECTION 2. Terms and conditions of said agreement shall be effective from
12 January 1, 2014, through and including December 31, 2016.
13

Ordinance 17982 was introduced on 2/9/2015 and passed by the Metropolitan King County Council on 2/23/2015, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Lambert,
Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

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KING COUNTY COUNCIL

APPROVED this 25 day of FEBRUARY, 2015.


Dow Constantine, County Executive

Attachments: A. Agreement between Animal Control Officers Guild and King County, B. Animal Control Officers Guild Regional Animal Services Staffing Schedule Addendum B, C. Exhibit A Department of Executive Services Records and Licensing Division Animal Control Officers Guild Compensation Settlement

AGREEMENT BETWEEN
ANIMAL CONTROL OFFICERS GUILD
AND
KING COUNTY

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3 **AGREEMENT BETWEEN**
4 **ANIMAL CONTROL OFFICERS GUILD**
5 **AND**
6 **KING COUNTY**

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

11 **ARTICLE 1: PURPOSE**

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

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

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

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

1 due to the Guild will be subject to discharge.

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

- 7
- 8 Fred Hutchinson Cancer Research Center;
9 Children's Orthopedic Hospital;
10 The American Heart Association of Washington;
11 or
12 Another non-religious charitable organization as
13 proposed by the employee and approved by the
14 Guild in accordance with the procedure set forth
15 in the Washington Administrative Code.

16

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

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

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

28 The Guild will indemnify, defend, and hold the County harmless against any claims made and

1 against any suit instituted against the County on account of any check-off of dues for the Guild. The
2 Guild agrees to refund to the County any amounts paid to it in error on account of the check-off
3 provision upon presentation of proper evidence of error.

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

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

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

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

22 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

1 **Section 4.** The County reserves the right to discipline and discharge for just cause. King
2 County reserves the right to lay off personnel for lack of work or funds; or for the occurrences of
3 conditions beyond the control of the County; or when such continuation of work would be wasteful
4 and unproductive; however, there shall be no layoffs of grandfathered Animal Control Officers for the
5 purpose of adding Animal Care Technician positions. King County shall have the right to determine
6 reasonable schedules of work and to establish the methods and processes by which such work is
7 performed.

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

10 1. The responsibility of the County for determining classifications, the status and
11 tenure of employees, establishing rules, initiating promotions and disciplinary actions and certifying
12 payrolls.

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

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

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

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

22 D. To control the Departmental budget; and

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

25 **Section 6.** Nothing in this agreement shall be construed to delete from, add to, or otherwise
26 restrict any provision of the King County Charter. Any provision or part of this agreement shall be
27 void if found to be in conflict with the King County Charter. Unless specifically negotiated otherwise
28 or contradicted by a specific provision of this Collective Bargaining Agreement, the 2005 King

1 County Personnel Guidelines shall cover all employees and classifications in the bargaining unit.

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

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

8 **ARTICLE 4: HOLIDAYS**

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

11 New Year's Day	January 1st
12 Martin Luther King Day	Third Monday in January
13 President's Day	Third Monday in February
14 Memorial Day	Last Monday in May
15 Independence Day	July 4th
16 Labor Day	First Monday in September
17 Veterans' Day	November 11th or day of observance as 18 outlined below.
19 Thanksgiving Day	Fourth Thursday in November
20 Day after Thanksgiving	Day after Thanksgiving
21 Christmas Day	December 25th
22	

23 If November 11 falls on a Saturday, Veteran's Day shall be observed on the preceding Friday.
24 If November 11 falls on a Sunday, Veteran's Day shall be observed on the following Monday.

25 **Section 2.** All employees may be required to work holidays. Benefit eligible employees who
26 work a holiday shall be paid at the rate of one and a half (1.5) the regular hourly rate of pay. Short
27 term temporary employees will be paid time and a half (1.5) the base rate of pay only if they are
28 mandated to work. Benefit eligible employees will also receive eight hours holiday pay provided the

1 employee does not exceed the maximum provided in Section 5.

2 **Section 3. Holiday Scheduling:**

3 **A. Shelter Work on a Holiday:** All work performed on a holiday shall be offered as
4 needed on a voluntary basis from among those employees who are scheduled to work in the Shelter
5 on that day. If no volunteers, then work shall be offered by seniority to officers who work in the
6 Shelter but are not scheduled to work that day. If there are not a sufficient number of volunteers, as
7 described above, the sergeants may volunteer to work as ACO's before the work shall be assigned by
8 inverse seniority from those scheduled to work in the Shelter during that day.

9 **B. Field Work on a Holiday:** All work performed on a holiday shall be offered as
10 needed on a voluntary basis from among those employees who are scheduled to work in the Field on
11 that day. If no volunteers, then work shall be offered by seniority to officers who work in the Field
12 but are not scheduled to work that day. If there are not a sufficient number of volunteers, as described
13 above, then sergeants may volunteer to work as ACO's before the work shall be assigned by inverse
14 seniority from those scheduled to work during that day, who regularly work in the field.

15 **C. Sergeant Work on a Holiday:** All work performed on a holiday shall be offered
16 as needed on a voluntary basis from among those employees who are scheduled to work that day. If
17 no volunteers, then work shall be offered by seniority to sergeants who are not scheduled to work that
18 day. If there are not a sufficient number of volunteers, the work shall be assigned by inverse seniority
19 from those sergeants scheduled to work that day.

20 Shelter assignments shall be made prior to making Field assignments. Employees in special
21 assignments shall be considered for the above scheduling unless they are scheduled to work in their
22 special assignment that day. There shall be no guarantee of hours worked on a holiday.

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

28 **Section 5.** Employees shall be compensated for no more than ninety-six (96) hours of holiday

1 time per year. Employees whose employment starts after January 1st will receive holidays as they
 2 occur (assuming in pay status the day before and the day after) including personal holidays as
 3 addressed in Section 4 above.

4 **ARTICLE 5: VACATIONS**

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

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

24 Employees will accrue vacation benefits on an hourly basis each pay period for compensated
 25 regular hours (i.e., vacation, sick leave, holiday, jury duty, military, bereavement).

26 **Section 2.** Vacation benefits for benefits eligible employees will be established based upon
 27 the ratio of hours actually compensated (less overtime) to a standard workweek.

28 **Section 3.** A benefit eligible newly hired employee may, at the County's discretion, be

1 permitted to use his/her accruing vacation as essential extension of used sick leave. If an employee
2 does not work a full six (6) months, any vacation credit for sick leave must be reimbursed to the
3 County upon termination. This provision does not limit the right of employees to use accrued leave
4 for a qualifying event under the Washington Family Care Act.

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

20 **Section 5.** Any employee separating from County service, who has been in a benefit eligible
21 capacity for at least six (6) months, who has not taken his earned vacation, if any, shall receive the
22 hourly equivalent of his/her salary for each hour of earned vacation based on the pay rate in effect for
23 each employee on their last day actually worked. When separation is caused by the death of an
24 employee, payment shall be made to the estate of such employee, or in applicable cases, as provided
25 by Title 11, R.C.W. A person receiving pay in lieu of unused vacation may not be re-employed by
26 the County in any capacity until a number of working days equal to the number of days of paid
27 vacation has elapsed following the effective date of separation. Nothing in this Section shall be
28 interpreted as preventing the County from filling a position vacated by separation immediately

1 following the effective date of separation.

2 **Section 6.** Full-time employees (employees working a 40 hour work week) shall accrue up to
3 a maximum of 480 vacation hours). Employees working less than 40 hour work weeks shall have
4 this maximum accrual pro-rated accordingly.

5 **ARTICLE 6: SICK LEAVE**

6 **Section 1. Accrual rate:** Employees eligible for leave benefits shall accrue sick leave at the
7 rate of 0.04616 hours for each hour in a pay status exclusive of overtime up to a maximum of 8 hours
8 per month. An employee is not entitled to sick leave if not previously earned.

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

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

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

20 **4.1 Retirement and/or Death Benefit:** Employees eligible to accrue sick leave and
21 who have successfully completed at least five years of county service and who retire as a result of
22 length of service or who terminate by reason of death shall be paid, or their estates paid or as
23 provided by Title 11 R.C.W., as applicable, an amount equal to thirty-five percent of their unused,
24 accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving
25 county employment less mandatory withholdings. This pay out shall be in accordance with the
26 Voluntary Employee Beneficiary Association (VEBA) as long as such is accepted by the members of
27 this bargaining unit.

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

10 **6.1** The employee's bona fide illness; but an employee who suffers an occupational
11 illness may not simultaneously collect sick leave and worker's compensation payments in a total
12 amount greater than the regular pay of the employee;

13 **6.2** The employee's incapacitating injury, but:

14 **A.** An employee injured on the job illness may not simultaneously collect sick
15 leave and worker's compensation payments in a total amount greater than the 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
19 with the use of accrued sick leave shall notify the workers compensation office in writing at the
20 beginning of the leave;

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

24 **6.3** The employee's exposure to contagious diseases and resulting quarantine;

25 **6.4** An employee's temporary disability caused by or contributed to by pregnancy and
26 childbirth;

27 **6.5** The employee's medical or dental appointments, provided that the employee's
28 supervisor has approved the use of sick leave for such appointments. The employee agrees to provide

1 as much notice as reasonably possible for scheduling purposes;

2 6.6 To care for the employee's child if the child has an illness or health condition
3 which requires treatment or supervision from the employee;

4 6.7 To care for other family members, if:

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

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

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

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

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

17 or

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

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

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

26 7.1 When leave is taken after the birth or placement of a child for adoption or foster
27 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by
28 the employee's appointing authority.

1 7.2 An employee may take leave intermittently or on a reduced schedule when
2 medically necessary due to a serious health condition of the employee or family member of the
3 employee; and

4 7.3 If an employee requests intermittent leave or leave on a reduced leave schedule,
5 under Section 7.2 above, that is foreseeable based on planned medical treatment, the appointing
6 authority may require the employee to transfer temporarily to an available alternative position for
7 which the employee is qualified and that has equivalent pay and benefits and that better
8 accommodates recurring periods of leave than the regular position of the employee.

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

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

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

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

18 11.1 the same position he or she held when the leave commenced; or

19 11.2 a position with equivalent status, benefits, pay and other terms and conditions of
20 employment; and

21 11.3 The same seniority accrued before the date on which the leave commenced.

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

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

27 13.1 Regular full-time employees who have exhausted their bereavement leave shall be
28 entitled to use sick leave in the amount of three (3) days for each occurrence when death occurs to a

1 member of the employee's immediate family.

2 **13.2** In the application of any of the foregoing provisions, when a holiday or regular day
3 off falls within the prescribed period of absence, it shall not be charged.

4 **13.3** For the purposes of Section 13, immediate family shall be defined as children,
5 parents, siblings, grandchildren, grandparents and spouse or domestic partner of the employee and
6 parents and siblings of the employee's spouse or domestic partner.

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

10 **ARTICLE 7: WAGE RATES**

11 **Section 1.**

12 Effective February 1, 2014, all classifications, except for Veterinary Technicians, will move to
13 the 2014 Squared Table (Addendum A). The Veterinary Technicians will stay on the 2012 Squared
14 Table for the duration of the collective bargaining agreement.

15 All retroactive compensation for the period of February 1, 2014 through the date when the
16 new wage rates are implemented following adoption of the Agreement by ordinance will be paid to
17 employees who were both employed during that period and on the date the Agreement was ratified by
18 the membership. The payments will be made as soon as practicable and are as provided under
19 Exhibit A, as amended.

20 **Section 2.** Effective January 1, 2015 all classification, except for the Veterinary Technician,
21 will be increased by 2%.

22 **Section 3.** Effective January 1, 2016 all classifications, except for the Veterinary Technician,
23 will be increased by 2.25%.

24 **Section 4.** All new employees (including Term-Limited Temporaries) hired at Step 1 shall
25 advance a Step on the Squared Salary Table Range listed in Addendum A after the successful
26 completion of the six (6) month probation period (or after six (6) months of satisfactory performance
27 for Term-Limited Temporaries). Advancement to subsequent steps will occur at twelve (12) month
28 intervals. Laid off employees who are recalled (including intermittent FTE's) shall have time worked

1 at a particular step prior to layoff credited towards the 12 month requirement for their next step
2 advancement.

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

8 **Section 6.** Whenever an employee is assigned in writing by the Manager of Animal Services
9 and Programs or his/her designee to perform the duties of a higher classification for a full day or more
10 he/she shall receive a temporary wage increase to the step in their pay range that is closest to five
11 (5%) above their base hourly rate or the first step of the pay range of the higher classification,
12 whichever is greater, for the hours required to perform the duties of the higher classification.

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

15 **Section 8.** Career Service bargaining unit members that have the equivalent of twenty-five
16 (25) years or more of full-time service with the County in a Career Service position will receive a
17 Longevity Pay Premium of one-half percent (.5%). Years worked shall be calculated based on full-
18 time service with the County (part-time service shall be pro-rated).

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

20 **Section 1.** The working hours shall normally be between the hours of 6:00 a.m. and 12:00
21 midnight each day. The normal work schedule shall consist of five (5) eight (8) hour days per week
22 (exclusive of lunch period), for which the regular hourly rate shall be paid. Employees are expected
23 to be in uniform and ready to work at the start of their shift. Employees on an eight (8) hour day
24 schedule shall be required to work beyond eight (8) hours per day at the direction of his/her
25 supervisor, however all hours worked in excess of eight (8) hours in a day or 40 hours in a week shall
26 be paid at one and one-half times the employee's regular rate of pay.

27 The parties agree that alternative work schedules can be established when mutually agreed.
28 For alternative work schedules with days scheduled for longer than eight (8) hours per day, employees

1 required to work beyond their schedule hours per day and all hours worked in excess of the scheduled
2 work day or 40 hours in a week shall be paid at one and one-half times the employee's regular rate of
3 pay.

4 The County is authorized to establish a night shift to provide coverage for the hours between
5 10:00 p.m. and 6:00 a.m. All eligible employees will rotate through this assignment.

6 **Section 2. On-Call Procedure:**

7 The County may utilize an on-call system where officers respond to emergencies as outlined
8 below. On-call will be composed of at least two (2) officers. It may not exceed six (6) officers. The
9 County will seek volunteers for on-call assignments.

10 Officers so assigned will take vehicles home and shall sign out of service status at the end of
11 their regular work shift from their home or the County line, whichever occurs sooner. On-call status
12 would be from the hour each officer's day shift ends to when the day shift begins the following day.

13 Officers assigned to on-call duty will receive \$ 20.00 per on-call shift. On call officers will be
14 paid on a portal-to-portal basis when called out.

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

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

27 **Section 3. Call-out:** A call-out shall be defined as anytime an employee is off-duty and in an
28 unscheduled manner is physically required to report back to duty – or is physically required to

1 respond to a call if on-call. A minimum of two (2) hours at the time and one-half rate shall be paid
2 for each call out authorized by the County. If the actual time worked on the call-out exceeds two
3 hours, the employee will be compensated for the actual hours worked at the time and one-half rate.
4 Answering and responding to telephone calls shall not be considered a call-out. Any pre-approved
5 and required telephone response shall be paid on a minute-to-minute basis.

6 **Section 4. Overtime:** Under the FLSA the workweek determines when an hourly employee
7 meets the overtime threshold and is used to determine an employee's regular rate of pay. Under the
8 Fair Labor Standards Act (FLSA) a workweek is defined as 7 consecutive 24 hour periods which
9 equates to 168 consecutive hours (FLSA workweek). For all contractual and payroll purposes, the
10 standard workweek shall be defined as Friday 00:00 midnight to the following Friday 00:00.

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

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

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

28 **Section 6. Court Time:** An employee required on a work-related matter to appear in court

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

7 **Section 7. Compensatory Time:** If requested by the employee, compensatory time off may
8 be earned in lieu of overtime pay only upon authorization by the Division Director or designee and
9 shall be earned at the appropriate rate of pay.

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

12 **Section 8.**

13 **8.1 Job Bidding to Fill Shift Assignments:**

14 Employee shift assignments (as outlined in Addendum B) will be filled on the basis of
15 seniority, subject to the following:

16 **A.** Employees bidding a Field schedule shall be considered assigned
17 exclusively to the Field. Employees bidding a schedule with combined Field and Shelter assignments
18 shall be considered assigned to the Field on days designated as Field and assigned to the Shelter on
19 days designated as Shelter, subject to B below. All employees bidding a Field schedule may be
20 required and shall be available to work in the shelter as needed.

21 **B.** Employees assigned to the Field who are directed to fill hours in the Shelter
22 in less than full day increments shall be utilized in a manner that is most efficient to Animal Care and
23 Control. If employees assigned to the Field are used to fill hours in the Shelter in full day increments,
24 this shall be based on inverse seniority.

25 **C.** The Placement Coordinator position shall be considered a special
26 assignment within the classifications of Animal Care Technician and/or Animal Control Officer. The
27 Placement Coordinator position and any other special assignments shall be filled through a
28 competitive process and shall be filled on an as-needed basis. Filling of the position shall be

1 accomplished by utilizing a competitive process reviewing the knowledge, skills and abilities of any
2 interested employees in conjunction with operational needs. This process shall be completed
3 concurrently with the bid process so that employees are able to bid on all available schedules. Each
4 subsequent bid cycle, the position shall be filled using the above process immediately prior to the bid
5 process. The schedule for the Placement Coordinator shall be established prior to selection, with the
6 understanding that the employee will be required to flex his/her schedule to cover events during their
7 normal scheduled hours rather than on overtime, as well as serve as staffing back-up in the Shelter.

8 **D.** Emergency calls in the Field that come in during the work day on the
9 weekends shall be handled by qualified Animal Control Officers working in the Shelter who are
10 properly field-trained.

11 **E.** In the event that enhanced services contracts are agreed to between King
12 County and any of its partner cities for additional coverage, employees bidding into Hybrid positions
13 that are combined Field/Shelter will be first utilized to provide the enhanced services. Any
14 corresponding additional positions shall be placed by management on a Shelter schedule that
15 maximizes desired coverage.

16 **F.** The County has the right to determine the schedules for employees in order
17 to provide services to the public.

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

20 **8.2 Temporary Schedule Vacancies:**

21 **A.** The following reference to schedule vacancies refer to periods within a bid
22 year (e.g. an employee's expected 6 month leave beginning on November 1st results in a 2 month
23 schedule vacancy in 1st bid year and a 4 month schedule vacancy in the 2nd bid year).

24 **B.** Temporary employees shall be used to fill any temporary schedule
25 vacancies in the Shelter that are going to be filled for less than three months. Temporary schedule
26 vacancies in the Shelter that are going to be filled for a duration of three (3) or more months and any
27 temporary schedule vacancies in the field that are going to be filled shall be filled using the following
28 procedures.

1 C. Three (3) to twelve (12) month temporary shelter schedule vacancy, zero
2 (0) to twelve (12) month temporary field schedule vacancy will be offered to the most senior qualified
3 employee who wants that temporary schedule shall be placed in the temporary schedule for the
4 duration of the need. The new resulting temporary vacant schedule shall again be bid. There shall be
5 a limit of two (2) subsequent temporary schedule bids stemming from the original temporary schedule
6 vacancy. At the end of the temporary need, all employee(s) shall revert back to their original
7 schedule(s).

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

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

13 **ARTICLE 10: MISCELLANEOUS**

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

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

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

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

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

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

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

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

7 **Section 4. Training:** The County may provide employees release time to attend training
8 programs that will be beneficial to their job performance. Notice of such training opportunities as
9 deemed appropriate by the County will be provided to all employees with the County maintaining
10 authority over who is selected for any specific training opportunity. If the County requires attendance
11 at such training programs, the County will compensate employees and pay expenses incurred.

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

15 **ARTICLE 11: SETTLEMENTS OF DISPUTES**

16 **Section 1. Definition:** Grievance – a dispute as to the interpretation or application of an
17 express term of this Agreement.

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

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

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

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

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

12 **Step One: Manager of Animal Services and Programs:** Should a matter coming to
13 the knowledge of the Guild or the Employer, give rise to a grievance, such shall be submitted in
14 writing to the Guild by the Employer, or to the Employer by the Guild, within ten (10) working days
15 of the occurrence. The written grievance must include the nature of the grievance, the provision of
16 the agreement that has been violated, facts supporting the grievance and the personal remedy sought.
17 The Manager of Animal Services and Programs shall make a written decision available to the
18 aggrieved employee within ten (10) working days.

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

24 **Step Three:** If, after thorough evaluation, the decision of the Division Director has
25 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
26 Labor Relations Director or his/her designee for review within ten (10) working days. The Labor
27 Relations Director or his/her designee may request information in addition to that in the grievance
28 file, and shall determine the scope and method of review. The Labor Relations Director or his/her

1 designee shall render a decision within ten (10) working days of his/her receipt of the grievance file.
2 If the Labor Relations Director or his/her designee fails to so issue, the Guild may proceed to Step 4
3 of this grievance procedure.

4 **Step Four:** If within ten (10) working days of the date of response provided in Step 3
5 the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration has
6 been timely requested the parties may with mutual consent attempt grievance mediation. The process
7 will use a mutually acceptable mediator and conclude within 30 days after the mutual request.

8 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
9 Step 3, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the
10 parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of five
11 arbitrators furnished by the American Arbitration Association or the Federal Mediation and
12 Conciliation Service or the Public Employment Relations Commission, whichever source is mutually
13 acceptable. The arbitrator will be selected from the list by both the County representative and the
14 Guild, each alternatively striking a name from the list until only one name remains. The Guild shall
15 be first to strike from the list. The arbitrator under voluntary labor arbitration rules of the Association
16 shall be asked to render a decision promptly and the decision of the arbitrator shall be final and
17 binding on both parties. No matter may be arbitrated which the County, by law, has no authority
18 over, has no authority to change, or has been delegated to any civil service commission or personnel
19 board, as defined in R.C.W. 41.56.

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

21 **A. ULP**

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

26 **B. Grievances**

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

1 1. A meeting will be arranged by the Guild president and the Director of Labor
2 Relations representative (or their designees) to attempt to resolve the matter.

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

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

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

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

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

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

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

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

16 **ARTICLE 12: DISCIPLINE**

17 No regular employee(s) shall be disciplined except for just cause. This specifically does not
18 apply to probationary and temporary (including term-limited temporary) employees, who are
19 considered at-will and shall not have access to the grievance procedure for disciplinary actions and/or
20 separation.

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

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

1 grievance.

2 **ARTICLE 13: SENIORITY**

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

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

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

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

18 **A.** Termination for just cause.

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

24 **Section 3.** Beginning on the 31st day, any unpaid leaves of absence in excess of 30
25 consecutive days shall not continue to accrue seniority (i.e. employee who was on unpaid leave for 45
26 days would lose 15 days of seniority).

27 **Section 4.** If an employee bumps to a lesser classification due to reduction in force; or
28 demotion due to discipline or voluntary reasons, the employee will retain his/her previously accrued

1 seniority in that lesser classification.

2 **Section 5.** The bargaining unit consists of all County employees holding the positions of
3 Animal Care Technician, Animal Control Officer, Animal Control Sergeant, Animal Control
4 Sergeant - Lead, Foster Program Coordinator, Pet Adoption Counselor, and Veterinary Technician.

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

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

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

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

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

17 **ARTICLE 15: CLOTHING AND EQUIPMENT**

18 **Section 1.** Animal Control Officers and Animal Control Sergeants shall be provided
19 appropriate footwear, uniforms (including the field jumpsuit), raincoats, winter coats and other
20 protective clothing as determined by the department to be necessary for the performance of their job
21 responsibilities. Initial set of necessary clothing allotment shall consist of four (4) pairs of pants, four
22 (4) shirts and one (1) pair of appropriate footwear. For each year after employees shall be provided
23 annually as necessary at no cost to the employee. Should employees elect to purchase their own pants
24 and appropriate footwear (which may include various types of work necessary shoes) the County will
25 reimburse employees up to \$500.00 per year for appropriate footwear and/or for pants, subject to
26 replacement as outlined below. Proper upkeep of clothing is the responsibility of the employee.
27 Reimbursement shall be limited to replacement of items on the allocation list, but shall be limited by
28 dollar amount and not quantity. Unused reimbursement amounts will not carry forward to subsequent

1 years. Reflective tape or other suitable material will be provided in order to ensure maximum
2 visibility of officers.

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

9 Clothing items necessary to perform job responsibilities shall be determined by the County.
10 Such determination shall take into account budget considerations, seasonal needs, responsibilities of
11 job category, public appearance, and similar factors. Twice yearly, the County shall facilitate an
12 inventory and assessment of clothing and equipment needs for the upcoming 6-month period. The
13 County will make a good faith effort to have the assessment completed and clothing purchases
14 determined within one calendar month. To the extent possible, the County will attempt to facilitate
15 purchase of standard items centrally through an identified vendor. Purchases which can be expedited
16 through the employee reimbursement process may be completed. In such case, purchase and
17 reimbursement shall be approved in advance by the Manager of Animal Services and Programs and
18 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. This equipment shall include an
22 optional bullet-proof vest of mutually agreeable level of protection and quality. Employees opting to
23 receive a vest shall be required to wear the vest whenever in the field and are responsible for its
24 proper care. Said vests will be replaced according to manufacturer recommendations.

25 **ARTICLE 16: WAIVER CLAUSE**

26 The parties acknowledge that each has had the unlimited right within the law and the
27 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
28 collective bargaining. The results of the exercise of that right and opportunity are set forth in this

1 Agreement. All letters of understanding executed prior to the signature date of this agreement which
2 have not been incorporated into this Agreement are null and void. Therefore, the County and the
3 Guild, for the duration of this Agreement, each agrees to waive the right to oblige the other party to
4 bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

5 **ARTICLE 17: SAVINGS CLAUSE**

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

12 **ARTICLE 18: WORK STOPPAGES**

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

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

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

3 A. Discharge

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

5 **ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY**

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

10 **ARTICLE 20: PERSONAL APPEARANCE**

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

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

16 **ARTICLE 21: USE OF VOLUNTEERS**

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

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

28 Designated and trained volunteers may digitally record animals available for adoption. Photos of

1 animals, including those available for adoption, will be used to promote the services of RASKC, and
2 will be used on the RASKC web site, the Petfinder web site, and in other venues intended to facilitate
3 pet adoption, licensing or community education.

4 **2. Meet and Greet Customers and the Public:** Volunteers may assist visitors to the
5 shelters and direct them to the appropriate staff person for assistance. Volunteers may hand out
6 brochures, application forms, client feedback surveys, show them the lost and found pet listings and
7 direct customers to the appropriate line.

8 **3. Bathe and Groom Dogs and Cats:** Trained volunteers may bathe and groom dogs
9 and cats. The Shelter Sergeant shall determine which animals to bathe or groom.

10 **4. Foster and Placement Partner Volunteers:** Volunteers, working under the
11 direction of the Shelter Sergeant, Volunteer Program Manager, and/or Foster Coordinator, may assist
12 in the foster/placement of animals under the program as it currently exists as of the date of execution
13 of this agreement, including transporting animals to foster/placement partners. Provided, the program
14 shall comply with all ordinances, laws and regulations pertaining to placement programs.

15 **5. Offsite Adoptions and Locations:** Volunteers may be utilized to assist in the
16 Offsite Adoption Program. Trained volunteers shall be permitted to transport animals to and from
17 offsite events and locations with oversight from the Animal Placement Specialist or other RASKC
18 employee, including performing cat adoptions. A RASKC employee does not need to be present, as
19 long as volunteers are trained and in compliance with all applicable rules, policies and ordinances.

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

25 **7. Veterinary Department Volunteers:** Volunteers approved by the Veterinary
26 Department shall be able to assist in Veterinary Department duties.

27 **8. Pet Detectives:** Trained volunteers may assist as Pet Detectives, by providing
28 information to customers looking for lost pets, compare shelter stray population with lost reports and

1 online postings, conduct tours for people looking for lost pets, post flyers and hold signs in
2 neighborhoods where stray animals were impounded.

3 **9. Chameleon Access:** Trained volunteers may have access to Chameleon for the
4 purposes of uploading photos and Petfinder/Petharbor memos and other activities approved by the
5 Shelter Sergeant.

6 **10. Shelter Tour Guides:** Trained volunteers may conduct shelter tours for youth
7 and community groups and prospective donors.

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

12 **12. Feral/Barn Cat Program:** Trained volunteers may assist in activities associated
13 with the Feral/Barn Cat Program, including screening and educating prospective barn homes,
14 transporting cats to barn homes or other locations for placement.

15 **13. Meet Your Match:** Trained volunteers may participate in the Meet Your Match[®]
16 Canine-ality and Feline-ality adoption programs when implemented at RASKC. These volunteers
17 provide matchmaking assistance to prospective adopters, under the supervision of a Shelter Sergeant.

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

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

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


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

2 **Section 1.** This Agreement and each of its provisions, unless otherwise stated, shall become
3 effective upon ratification of the King County Council and shall cover the period from January 1,
4 2014 through December 31, 2016.


5 Contract negotiations for the year 2016 may be initiated by either party by providing to the
6 other party written notice of its desire to begin negotiations, provided that such negotiations may not
7 commence sooner than May 15, 2016.

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9 APPROVED this 15 day of JANUARY, 2015.

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By: 
King County Executive

SIGNATORY ORGANIZATION:


Mike Cronin
President
Animal Control Officers Guild

1 cba Code: 170

2 ADDENDUM A
3 ANIMAL CONTROL OFFICERS GUILD
4 AND
5 KING COUNTY

Union Code: P1

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
5252150	525701	Animal Care Technician	32
5252100	525301	Animal Control Officer	43
5252200	525501	Animal Control Sergeant	49
5252300	525601	Animal Control Sergeant - Lead	52
3130100	314101	Foster Program Coordinator	46
5251100	525201	Pet Adoption Counselor	37

* All salary ranges above are the King County Salary Schedule, "squared table."

Veterinary Technician									
Veterinary Technician -- Not eligible for COLA for the Duration of the 2014 - 2016 collective bargaining agreement (Frozen on 2012 rates)									
Job Class Code: 3206100			Range 43				PeopleSoft Job Code: 324201		
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$21.5198	\$22.5635	\$23.1050	\$23.6595	\$24.2273	\$24.8088	\$25.4042	\$26.0139	\$26.6382	\$27.2775

Animal Control Officers Guild Regional Animal Services Staffing Schedule

ADDENDUM B

Employee	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Field							
1		10	10	10	10		
2				10	10	10	10
3	10	10				10	10
4		8	8	8	8	8	
5			10	10	10	10	
6		10	10	10	10		
Hybrid 1 (*shelter)	10	10*				10*	10
Hybrid 2 (*shelter)	8	8*	8*			8*	8
Hybrid 3 (*shelter)	10*				10*	10*	10
Coverage	3	4	4	5	5	4	5

Sgt	10	10	10	10			
Sgt				10	10	10	10

Shelter

Hybrid 1 (*field)	10*	10				10	10*
Hybrid 2 (*field)	8*	8	8			8	8*
Hybrid 3 (*field)	10				10	10	10*
4			8	8	8	8	8
5				10	10	10	10
6				10	10	10	10
7	10	10	10				10
8		10	10	10	10		
9	10	10	10	10			
10	8			8	8	8	8
11	10	10	10				10
Coverage	5	6	6	6	6	7	6

Placement Coord.	10				10	10	10
Sgt	10	10	10	10			
Sgt				10	10	10	10

EXHIBIT A

Department of Executive Services
Records & Licensing Division

Animal Control Officers Guild
Compensation Settlement

17982

Earning Code Eligibility for Retro Settlement
Codes Used: 02/01/2014 through PPE 11/07/2014

Eligible

Elig Retro	Y
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Earn Code	Earn Code Descr
ADL	Administrative Leave w/Acc
CTT	Comp Time Taken
HOL	Holiday Pay
HPN	Holiday Pay - No Accruals
JDP	Jury Duty Pay
PL1	Longevity - ACOG
PLR	Long Py Retro (cnt payrl only)
REG	Regular Earnings
RTM	Regular Earns Short Term Temp
SDT	Sick Leave Taken - Donated
SFP	Sick Leave - FMLA
SLP	Sick Leave Pay
SLV	Sick Leave VEBA Payoff
VFP	Vacation - FMLA
VLP	Vacation
VPS	Vacation Pay Termination
W1C	WOC - Straight Time

Ineligible

Elig Retro	N
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Earn Code	Earn Code Descr
CBD	Call Back Pay@2.0
CBP	Call Back Pay - Overtime
CHC	Comp Time Earned @ 1.5
CTE	Comp Time Earned
HW2	Holiday Worked 2.0 w/accruals
HWS	Holiday Worked @ 2.0
LWO	Leave without Pay
OTP	Overtime Earnings @ 1.5
OTS	Overtime Straight
OTX	Overtime Code for RG2 & RG3
SH5	Shift Premium \$10.00
STD	Sick Time Donated
VLA	Vacation Leave Hours Adj.
VPR	Vacation Leave Reimbursement
VTD	Vacation Time Donated
WDO	Work Out of Class Overtime
WPR	Worker's Comp Reimbursement

EXHIBIT A

**Department of Executive Services
Records & Licensing Division**

Animal Control Officers Guild

Pro Forma Compensation Settlement¹

Retro Eligible Earnings: 02/01/2014 through PPE 11/07/2014

ID	Name	Eligible Earnings Excluding OT	Retro at 2014 Rates on Eligible Earnings - Subject to Mandatory Withholdings
64028	Westberg, Jenee A	43,579.19	2,096.86
64145	Nickelson, Steve K	41,911.94	2,016.64
64225	Harris, Thomas D	43,866.38	2,110.68
65189	Russell, Shelby Lynn	46,487.39	2,236.79
66116	Yoshizumi, David R	44,025.66	2,118.34
68271	Cronin, Michael J	43,985.55	2,116.41
69072	Parrish, Danielle N	33,454.45	1,609.70
69855	Mason, Lori J	47,097.12	2,266.13
70682	Winter, Glenna Rae	44,244.15	2,128.85
71714	Mclaren, Pamela J	34,653.91	1,667.41
72491	Kranig, Gary Edward	43,984.64	2,116.37
72569	Sheehan, Kerri Michele	43,698.66	2,102.61
75430	Cleveland, Rebecca	8,255.81	397.24
76276	Dyrdahl, Brenda J	45,878.84	2,207.51
79694	Wilcox, Allison K	42,657.20	2,052.50
81735	Wayne, Colleen J	2,519.92	121.25
81870	Eykel, Chelsea Jo	45,306.37	2,179.96
81985	Wheatley, Aaron A	43,213.48	2,079.26
83318	Norberg, Marc A	39,858.11	1,917.81
83321	Cherone, Brandy L	41,410.51	1,992.51
84101	Sulham, Rebecca R	18,648.22	897.28
85975	Forte, Victoria L	32,529.63	1,565.20
90022	Anderson, Timothy L	50,273.80	2,418.98
93354	Gutierrez, Juan Carlos	25,510.97	1,227.49
94451	Ford, Nicole D	13,809.69	664.47
94647	Hughs, Diana M	11,173.79	537.64
Grand Total		932,035.38	44,845.84

¹Final settlement will add additional retro eligible earnings from 11/08/2014 through date of contract implementation, and adjust for employee terminations prior to date of contract ratification.