AGREEMENT BETWEEN
ANIMAL CONTROL OFFICERS GUILD
AND
KING COUNTY

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AGREEMENT BETWEEN

ANIMAL CONTROL OFFICERS GUILD

AND

KING COUNTY

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

ARTICLE 1: PURPOSE

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

ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP

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

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

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

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

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

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

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

The Guild will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Guild. The

Guild agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence of error.

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

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

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

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

ARTICLE 3: MANAGEMENT RIGHTS

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

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

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

Section 4. The County reserves the right to discipline and discharge for just cause. King

County reserves the right to lay off personnel for lack of work or funds; or for the occurrences of conditions beyond the control of the County; or when such continuation of work would be wasteful and unproductive; however, there shall be no layoffs of grandfathered Animal Control Officers for the purpose of adding Animal Care Technician positions. King County shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

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

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

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

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

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

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

D. To control the Departmental budget; and

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

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

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

Section 8. **Standardized Pay Practices:** The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

ARTICLE 4: HOLIDAYS

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

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

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

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

Section 3. Holiday Scheduling:

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

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

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

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

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

Section 5. Employees shall be compensated for no more than ninety-six (96) hours of holiday time per year. Employees whose employment starts after January 1st will receive holidays as they occur (assuming in pay status the day before and the day after) including personal holidays as

addressed in Section 4 above.

ARTICLE 5: VACATIONS

Section 1. Benefit eligible employees shall receive vacation benefits as indicated in the 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

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

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

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

reimbursed to the County upon termination. This provision does not limit the right of employees to use accrued leave for a qualifying event under the Washington Family Care Act.

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

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

Section 6. Full-time employees (employees working a 40 hour work week) shall accrue up to

a maximum of 480 vacation hours). Employees working less than 40 hour work weeks shall have this maximum accrual pro-rated accordingly.

ARTICLE 6: SICK LEAVE

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

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

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

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

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

Section 5. Use prior to Unpaid Leave: An employee must use all of his or her sick leave before taking unpaid leave for his or her own health reasons. If the injury is compensable under the county's workers compensation program, then the employee has the option to augment or not

augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his or her appointing authority.

Section 6. <u>Uses of Sick Leave:</u> Sick leave shall be used for the following reasons:

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

6.2 The employee's incapacitating injury, but:

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

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

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

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

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

6.5 The employee's medical or dental appointments, provided that the employee's supervisor has approved the use of sick leave for such appointments. The employee agrees to provide as much notice as reasonably possible for scheduling purposes;

6.6 To care for the employee's child if the child has an illness or health condition

which requires treatment or supervision from the employee;

6.7 To care for other family members, if:

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

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

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

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

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

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

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

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

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

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

employee; and

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

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

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

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

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

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

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

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

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

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

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

13.2 In the application of any of the foregoing provisions, when a holiday or regular day

off falls within the prescribed period of absence, it shall not be charged.

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

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

ARTICLE 7: WAGE RATES

Section 1. Effective January 1, 2010, wages in effect on December 31, 2009 shall be increased a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2008 - September 2009). Provided, the amount produced by application of the foregoing shall not be less than 2% or greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according to this formula.

Section 2. Effective January 1, 2011, wage rates in effect on December 31, 2010 shall remain as represented in Addendum A and consistent with the 2010 King County 10 Step Hourly Squared Table as represented by the 2011 King County Squared Table.

Section 3. Effective January 1, 2012, wages in effect on December 31, 2011 shall be increased by a factor equal to 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero percent (0%) floor and no ceiling.

Section 4. Effective January 1, 2013, wage rates in effect on December 31, 2012 shall remain as represented in Addendum A and consistent with the 2012 King County 10 Step Hourly Squared Table.

Section 5. All new employees (including Term Limited Temporaries) hired at Step 1 shall advance a Step on the Squared Salary Table Range listed in Addendum A after the successful completion of the six (6) month probation period (or after six (6) months of satisfactory performance for Term Limited Temporaries). Advancement to subsequent steps will occur at twelve (12) month intervals.

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

Section 7. Whenever an employee is assigned in writing by the Manager of Animal Services and Programs or his/her designee to perform the duties of a higher classification for a full day or more he/she shall receive a temporary wage increase to the step in their pay range that is closest to five (5%) above their regular rate or the first step of the pay range of the higher classification, whichever is greater, for the hours required to perform the duties of the higher classification.

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

Section 9. Career Service bargaining unit members that have the equivalent of twenty-five (25) years or more of full-time service with the County in a Career Service position will receive a Longevity Pay Premium of one-half percent (.5%) added to the employee's monthly salary. Years worked shall be calculated based on full-time service with the County (part-time service shall be pro-rated).

ARTICLE 8: HOURS OF WORK / OVERTIME

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

The parties agree that alternative work schedules can be established when mutually agreed. For alternative work schedules with days scheduled for longer than eight (8) hours per day, all hours worked in excess of the scheduled work day shall be paid at one and one-half times the employee's

regular rate of pay.

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

Section 2. <u>On-Call Procedure:</u>

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

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

Officers assigned to on-call duty will receive $10.00 per on-call shift. On call officers will be paid on a portal-to-portal basis when called out.

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

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

Section 3. <u>Call-out:</u> A call-out shall be defined as anytime an employee is off-duty and in an unscheduled manner is physically required to report back to duty – or is physically required to respond to a call if on-call. A minimum of two (2) hours at the overtime rate shall be paid for each call out authorized by the County. If the actual time worked on the call-out exceeds two hours, the

employee will be compensated for the actual hours worked at the overtime rate. Answering and responding to telephone calls shall not be considered a call-out. Any pre-approved and required telephone response shall be paid on a minute-to-minute basis.

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

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

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

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

Section 6. Court Time: An employee required on a work-related matter to appear in court on a regularly scheduled day off shall be compensated for a minimum of four (4) hours at the regular

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

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

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

Section 8.

8.1 Job Bidding to Fill Shift Assignments:

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

A. Employees bidding a Field schedule consisting of five (5), eight (8) hour days shall be assigned exclusively to the Field. Employees bidding a Field schedule consisting of four (4), ten (10) hour days will be expected as a group to cover the shelter hours that are being used to create Field coverage of six (6) officers for five (5) days a week at eight (8) hours a day, subject to B below. Employees bidding a schedule with combined Field and Shelter assignments shall be assigned to the Field on days designated as Field and assigned to the Shelter on days designated as Shelter, subject to B below.

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

C. The Cruelty Sergeant and Placement Coordinator positions shall be considered special assignments within the classifications of Animal Control Sergeant and Animal Control Officer respectively. The Cruelty Sergeant position shall be filled through a competitive

process and shall be filled on an as-needed basis. Filling of the Placement Coordinator position shall be accomplished by utilizing a competitive process reviewing the knowledge, skills and abilities of any interested employees in conjunction with operational needs. This process shall be completed prior to the bid process so that employees are able to bid on all available schedules. Each subsequent bid cycle, the Placement Coordinator position shall be filled using the above process immediately prior to the bid process. For the initial bid cycle, the schedule for the Placement Coordinator shall be Thursday through Sunday, with the understanding that the employee will be required to flex his/her schedule to cover events during their normal scheduled hours rather than on overtime, as well as serve as staffing back-up in the Shelter.

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

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

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

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

8.2 <u>Temporary Schedule Vacancies:</u>

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

B. Temporary employees shall be used to fill any temporary schedule vacancies in the Shelter that are going to be filled for less than three months. Temporary schedule vacancies in the Shelter that are going to be filled for a duration of three (3) or more months and any

temporary schedule vacancies in the field that are going to be filled shall be filled using the following procedures.

C. Three (3) to six (6) month temporary shelter schedule vacancy, zero (0) to six (6) month temporary field schedule vacancy:

For any temporary shelter schedule vacancy that is going to be filled and has an expected duration of three (3) to six (6) months or temporary field schedule vacancy that is going to be filled and has an expected duration of up to six (6) months, the temporary schedule shall be bid based on seniority. The most senior qualified employee who wants that temporary schedule shall be placed in the temporary schedule for the duration of the need. The new resulting temporary vacant schedule shall again be bid. There shall be a limit of two (2) subsequent temporary schedule bids stemming from the original temporary schedule vacancy. At the end of the temporary need, all employee(s) shall revert back to their original schedule(s).

D. Greater than six (6) month temporary schedule vacancy:

For any temporary schedule vacancy that is going to be filled and has an expected duration of greater than six (6) months (except where created by an employee's approved leave), the entire schedule shall be submitted for a re-bid. This bid shall stay in place until the next annual shift bid.

E. Long term temporary backfill:

Any temporary schedule vacancy created by an employee's approved leave that is expected to be filled for greater than six (6) months shall be filled in the same manner as the three (3) to six (6) month temporary schedule vacancy outlined above.

ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

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

ARTICLE 10: MISCELLANEOUS

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

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

Section 3. Vehicles and Their Usage:

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

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

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

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

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

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

Section 5. Payroll System: The right to define and implement a new payroll system, including but not limited to a biweekly payroll system, is vested exclusively in King County. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right to make the changes necessary to implement such payroll system. The effects of implementing a biweekly payroll system shall be as addressed in Addendum B.

Section 6. Transitional Duty: The County's Transitional Duty and Job Accommodation Policies shall apply to all Guild bargaining unit members and positions. First priority in assigning employees to transitional duties shall be within the bargaining unit.

ARTICLE 11: SETTLEMENTS OF DISPUTES

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

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

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

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

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

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

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

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

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

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

Should arbitration be necessary either after an attempt to mediate the dispute or directly after Step 3, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of five arbitrators furnished by the American Arbitration Association or the Federal Mediation and

Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Guild, each alternatively striking a name from the list until only one name remains. The Guild shall be first to strike from the list. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may be arbitrated which the County, by law, has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board, as defined in R.C.W. 41.56.

Section 2. <u>Alternative Dispute Resolution Procedures:</u>

A. <u>ULP</u>

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

B. <u>Grievances</u>

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

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

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

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

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

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

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

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

G. Offers to settle and aspects of settlement discussions will not be used as evidence

or referred to if the grievance is not resolved by this process.

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

ARTICLE 12: DISCIPLINE

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

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

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

ARTICLE 13: SENIORITY

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

Classification Seniority: Seniority within classification shall commence on the first date of full-time employment as a career service employee in the classification. Employees converting from a full-time short-term temporary or full-time term-limited temporary position to career service position with no break in service shall have their original hire date as a full-time temporary be their seniority date. Classification seniority will be used for job bidding, vacation bidding and reduction in force.

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

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

A. Termination for just cause.

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

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

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

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

ARTICLE 14: REDUCTION IN FORCE AND REHIRE

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

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

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

Employees laid off according to this Article will be eligible for rehire into positions of the

same classification according to seniority. This is, the employee laid off last will be the first rehired.

ARTICLE 15: CLOTHING AND EQUIPMENT

Section 1. Animal Control Officers shall be provided appropriate footwear, uniforms (including the field jumpsuit), raincoats, winter coats and other protective clothing as determined by the department to be necessary for the performance of their job responsibilities. Necessary clothing allotment shall consist of four (4) pairs of pants, four (4) shirts and one (1) pair of appropriate footwear and shall be provided annually as necessary at no cost to the employee. Employees may purchase their own pants and appropriate footwear. The County will reimburse employees up to $200.00 per year for appropriate footwear and up to $300.00 per year for pants, subject to replacement as outlined below. Proper upkeep of clothing is the responsibility of the employee. Reimbursement shall be limited to replacement of items on the allocation list, but shall be limited by dollar amount and not quantity. Unused reimbursement amounts will not carry forward to subsequent years. Reflective tape or other suitable material will be provided in order to ensure maximum visibility of officers.

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

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

ARTICLE 16: WAIVER CLAUSE

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

ARTICLE 17: SAVINGS CLAUSE

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

ARTICLE 18: WORK STOPPAGES

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

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

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

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

A. Discharge

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

ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 20: PERSONAL APPEARANCE

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

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

ARTICLE 21: USE OF VOLUNTEERS

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

RASKC staff, will normally coordinate volunteer activities as authorized in this Article, Volunteers may perform the following tasks:

1. **Photographing Dogs and Cats Available for Adoption/Redemption:** Designated and trained volunteers may digitally record animals available for adoption. Photos of animals, including those available for adoption, will be used to promote the services of RASKC, and will be used on the RASKC web site, the Petfinder web site, and in other venues intended to facilitate pet adoption, licensing or community education.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

duties of a volunteer.

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

ARTICLE 22: EFFECTIVE DATE AND DURATION

Section 1. This Agreement and each of its provisions, unless otherwise stated, shall become effective upon ratification of the King County Council and shall cover the period from January 1, 2010 through December 31, 2013.

Contract negotiations for the year 2014 may be initiated by either party by providing to the other party written notice of its desire to begin negotiations, provided that such negotiations may not commence sooner than May 15, 2013.

APPROVED this 22 day of AUGUST, 2012.

By: Dow Constantine

King County Executive

SIGNATORY ORGANIZATION:

Shelby Russell
President
Animal Control Officers Guild

cba Code: 170 | ADDENDUM A | Union Code: P1

Squared Table - 2012 Rates

Animal Care Technician Range 32									Job Class Code: 5252150
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
$16.5783	$17.3823	$17.7995	$18.2267	$18.6641	$19.1120	$19.5707	$20.0404	$20.5214	$21.0139

Animal Control Officer Range 43									Job Class Code: 5252100
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 Sergeant Range 49									Job Class Code: 5252200
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
$24.8108	$26.0141	$26.6384	$27.2777	$27.9324	$28.6028	$29.2893	$29.9922	$30.7120	$31.4491

Animal Control Sergeant - Lead Range 52									Job Class Code: 5252300
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
$26.6405	$27.9326	$28.6030	$29.2895	$29.9924	$30.7122	$31.4493	$32.2041	$32.9770	$33.7684

Foster Program Coordinator Range 46									Job Class Code: 3130100
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
$22.5652	$23.6596	$24.2274	$24.8089	$25.4043	$26.0140	$26.6383	$27.2776	$27.9323	$28.6027

Pet Adoption Counselor Range 37									Job Class Code: 5251100
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
$18.6655	$19.5708	$20.0405	$20.5215	$21.0140	$21.5183	$22.0347	$22.5635	$23.1050	$23.6595

Veterinary Technician Range 43									Job Class Code: 3206100
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

ADDENDUM B

Transition to Biweekly Payroll

The parties, King County (The County), and The Animal Control Officers Guild (the Guild) agree as follows:

1. The County provided timely notice to the Guild of its intent to implement a biweekly payroll schedule for employees represented by the Guild who are currently paid on a semi-monthly schedule.

2. As provided in this collective bargaining agreement, the County is entitled to implement a biweekly payroll schedule for employees represented by the Guild. The affected employees are members of the Animal Control Officers Guild bargaining unit.

3. The parties acknowledge that, as a result of transitioning the administration of payroll to PeopleSoft biweekly, penny variances due to mathematical rounding in earnings from projects, union deductions, and tax withholdings and other calculated payroll figures may occur.

4. The parties acknowledge that these variances occur both in favor of the bargaining unit member and in favor of the County. These variances, which may occur as a result of the transition to PeopleSoft biweekly actual hours pay, are considered by the parties to be de minimis and to occur in an equitable manner, where either party gains or pays more than they are entitled or obligated to pay.

5. When a County officer or employee's payroll is transitioning from a semi-monthly pay cycle to a biweekly pay cycle, the executive is authorized to allow County officers and employees the option to elect to receive a transition payment, as set forth in Ordinance 16818, section 3, if they meet the qualifications set forth in subsection 2 B.

6. County officers and employees who meet the following qualifications, on the cut-off date(s) selected by the county administrative officer are eligible to elect a transition payment. Eligible county officers and employees are those who:

a. Are eligible for leave and insured benefits as provided for in K.C.C. 3.12.040;

b. Are not serving a probationary period;

c. Are in a paid status;

d. Are employed in a position that is scheduled to be funded and filled for

approximately one year after the date or dates selected by the county administrative officer;

e. Have elected to receive the transition payment by the cut-off date or dates selected by the county administrative officer; and

f. Have agreed and, if applicable, whose spouse or state registered domestic partner have agreed, in writing, to repay the County for the amount of the transition payment as set forth in Ordinance 16818, section 4.

7. The amount of the transition payment for an eligible employee shall be equivalent to the dollar amount reached by multiplying the employee's base rate of pay by the number of standard work hours in one work week, not inclusive of overtime. In calculating the transition payment, an employee's base rate of pay excludes any type of premium pay. Excluded premium payments include but are not limited to payments for shift differential, certification, merit, or any other type of additional pay.

8. Employees who elect to receive the transition check must request it by completing and submitting the designated forms no later than the cut-off date to be established by the County for such designation. Repayment of the transition amount shall be made to the County no later than the end of the fiscal year within which the transition amount was paid.

9. If an employee separates from County employment prior to returning the full transition check amount, the outstanding balance shall be paid in full by the following methods:

a. The remainder may be deducted from the employee's final paycheck owed to the employee when he/she leaves employment; and if further payment is owed, then by

b. A deduction from any other payment owed to the employee; and if further payment is owed, then by

c. A payment directly to the county by the employee or, if applicable, his/her spouse or state registered domestic partner.

If the deductions or payments under this section do not pay the full outstanding balance, the County reserves the right to refer any unpaid amount to a collection agency or to pursue other legal means for repayment.

10. The Guild acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.

Animal Control Officers Guild

Regional Animal Services Staffing Schedule

ADDENDUM C

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