

Master Labor Agreement (MLA) - Appendix 1
Agreement Between King County
And
Animal Control Officers Guild
Animal Control - Department of Executive Services (Records & Licensing Services)
[170]

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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.

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

6
7 Fred Hutchinson Cancer Research Center;

8 Children's Orthopedic Hospital;

9 The American Heart Association of Washington;

10 or

11 Another non-religious charitable organization as
12 proposed by the employee and approved by the
13 Guild in accordance with the procedure set forth
14 in the Washington Administrative Code.

15
16 Such employee shall also, at the Guild's request, be required to furnish proof to the Guild on a
17 monthly basis that said sums have been paid to such charitable organization as described above. Any
18 such employee who fails to pay the sums due to said charitable organization, or furnish proof of
19 payment to the Guild, will be subject to discharge as otherwise provided for in this Section.

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

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

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

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

3 **Section 4. Bulletin Boards and Electronic Devices** - Pursuant to MLA Article 23.

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

8 **Section 6. Guild Leave** - Pursuant to MLA Article 22.

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

13 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

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

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

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

1 payrolls.

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

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

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

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

11 D. To control the Departmental budget; and

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

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

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

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

26 **ARTICLE 4: HOLIDAYS**

27 Pursuant to MLA Article 10 and the following.

28 **Section 1. Holiday Scheduling:**

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

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

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

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

21 **ARTICLE 5: VACATIONS**

22 Pursuant to MLA Articles 9, 35 and the following.

23 **Section 1.** The County shall be responsible for scheduling the vacations of employees in such
24 a manner as to achieve the most efficient functioning of the division for the County service. All
25 vacation scheduling shall be done by seniority within each job description. The vacation bid list shall
26 be introduced by December 1st, after the shift bid, the upcoming year to be submitted by December
27 15th. Any vacation requested outside of this bidding period shall be approved or denied within
28 fourteen (14) days of the request. These vacation requests, outside of the bidding period, will be

1 awarded first come, first serve. Vacation requests of one (1) day or less shall be submitted no later
2 than three (3) days in advance. Vacation requests of more than one (1) day shall be submitted no
3 later than two (2) weeks in advance. Exigent circumstances necessitating an employee's use of leave
4 shall be considered on a case by case basis. Operational necessities (such as trainings and
5 adoptathons) may necessitate blackout periods for vacation and/or restricted number of personnel
6 allowed off during any specified period. Blackout dates shall be identified at least two (2) months in
7 advance. Blackout dates shall not affect any previously approved vacation requests. No person shall
8 be permitted to work for compensation for the County in any capacity during the time of paid
9 vacation from the County service.

10 **ARTICLE 6: SICK LEAVE**

11 Pursuant to MLA Article 34 and the following.

12 **Section 1. Minimum Sick Leave Usage:** Sick leave may be used in one-half hour
13 increments at the discretion of the appointing authority.

14 **Section 2. King County Family and Medical Leave** - Pursuant to MLA Article 11.

15 **Section 3. Bereavement** - Pursuant to MLA Article 8.

16 **ARTICLE 7: WAGE RATES**

17 Pursuant to Total Compensation Agreement, MLA Article 29 and the following.

18 **Section 1.** All new employees (including Term-Limited Temporaries) hired at Step 1 shall
19 advance a Step on the Squared Salary Table Range listed in Addendum A after the successful
20 completion of the six (6) month probation period (or after six (6) months of satisfactory performance
21 for Term-Limited Temporaries). Advancement to subsequent steps will occur at twelve (12) month
22 intervals. Laid off employees who are recalled (including intermittent FTE's) shall have time worked
23 at a particular step prior to layoff credited towards the 12 month requirement for their next step
24 advancement.

25 **Section 2.** Members that are assigned to perform inspection duties shall receive a five (5%)
26 percent premium above their base wage rate for all hours worked performing those duties. It is
27 acknowledged that Animal Control Sergeants have received this premium and it is incorporated in the
28 wage grid.

1 **Section 3.** Pursuant to MLA Article 37.

2 **Section 4.** Staff whose work shifts begin between the hours of 6:00 p.m. and 6:00 a.m. will
3 receive a differential of 50 cents per hour.

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

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

9 While King County shall have the right to determine reasonable schedules of work and to
10 establish the methods and processes by which such work is performed, the Parties have agreed to a
11 one year pilot of the schedule developed in Labor Management Committee. Article 8 language will
12 apply to this new schedule for the next calendar year. At the third quarterly Labor Management
13 Committee meeting of each year (usually in July) the schedule will be discussed and evaluated for
14 continuation or alteration prior to any end of year rebid.

15 **Section 1.** The working hours shall normally be between the hours of 6:00 a.m. and 12:00
16 midnight each day. The normal work schedule shall consist of five (5) eight (8) hour days or four (4)
17 ten (10) hour days per week (exclusive of lunch period), for which the regular hourly rate shall be
18 paid. Employees are expected to be in uniform and ready to work at the start of their shift.

19 The parties agree that alternative work schedules can be established when mutually agreed.
20 All hours worked in excess of the employee's regularly scheduled shift, or 40 hours in a week, shall
21 be paid at one and one-half times the employee's regular rate of pay.

22 The County is authorized to establish a night shift to provide coverage for the hours between
23 10:00 p.m. and 6:00 a.m. All eligible employees will rotate through this assignment.

24 **Section 2. On-Call Procedure** - Pursuant to MLA Article 33 and the following.

25 **Section 2.1** Officers responding to emergency calls after 2:00 a.m., or whose response
26 to emergency calls extends past 2:00 a.m., are allowed to report to work on the following work shift
27 no later than 10:00 a.m. If the officer works to the conclusion of his regular shift for that day, he or
28 she will experience no loss of pay, vacation or compensatory time. In order to effectuate this

1 provision, officer must obtain approval from Manager of Animal Services and Programs in advance.
2 The Manager shall consider the circumstances of the Call-Out and shall not withhold such approval
3 unreasonably.

4 **Section 3. Overtime:** Under the FLSA the workweek determines when an hourly employee
5 meets the overtime threshold and is used to determine an employee's regular rate of pay. Under the
6 Fair Labor Standards Act (FLSA) a workweek is defined as 7 consecutive 24 hour periods which
7 equates to 168 consecutive hours (FLSA workweek). For all contractual and payroll purposes, the
8 standard workweek shall be defined as Friday 00:00 midnight to the following Friday 00:00
9 midnight.

10 Overtime shall be paid for all hours actually worked in excess of forty (40) in a week or for
11 those hours worked in excess of the regularly scheduled shift of ten hours in one shift for those on a
12 four/ten schedule and for those hours worked in excess of the regularly scheduled shift of 8 hours in
13 one shift for those on a five/eight schedule. (Those 40 hours would not include time spent on
14 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 4. 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 5. 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 6. 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 7.**

13 **7.1 Job Bidding to Fill Shift Assignments:**

14 Employee shift assignments will be filled on the basis of seniority, subject to the following:

15 A. ACOs and Sergeants bidding a Field schedule shall be considered assigned
16 exclusively to the Field. ACOs bidding a schedule with combined Field and Shelter assignments
17 ("Hybrids") shall be considered assigned to the Field on days designated as Field and assigned to the
18 Shelter on days designated as Shelter, subject to B below. All ACO's bidding a Field schedule may
19 be required and shall be available to work in the shelter as needed.

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

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

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

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

5 **7.2 Temporary Schedule Vacancies:**

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

9 B. Temporary employees shall be used to fill any temporary schedule
10 vacancies in the Shelter that are going to be filled for less than three months. Temporary schedule
11 vacancies in the Shelter that are going to be filled for a duration of three (3) or more months and any
12 temporary schedule vacancies in the field that are going to be filled shall be filled using the following
13 procedures.

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

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

22 Pursuant to MLA Article 25.

23 **ARTICLE 10: MISCELLANEOUS**

24 **Section 1.** Pursuant to MLA Article 22.

25 **Section 2. Mileage Reimbursement** - Pursuant to MLA Article 24.

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

27 A. Vehicles shall be parked at the appropriate authorized County facility or other
28 approved location such as municipal partner facilities as pre-arranged by management) at the end of

1 an employee's shift.

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

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

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

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

13 **Section 4. Training** - Pursuant to MLA Articles 12 and 36 and the following.

14 Notice of training opportunities will be provided to all employees with the Department
15 Director maintaining authority over who is selected for any specific training opportunity.

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

19 **Section 6. Use of Security Cameras:** The use of any security camera footage, electronic
20 access control system and/or proximity identification cards will not be solely relied upon as the basis
21 for discipline.

22 a) Any real time viewing is for operational reasons and will not be used for
23 surveillance of employees for the purpose of disciplinary actions.

24 b) Camera footage, access and proximity information will not be accessed for the
25 purpose of disciplinary action unless there is a documented good faith reason to do so, based upon a
26 reasonable suspicion or other evidence that an employee has committed an offense that could result in
27 discipline.

28 c) Camera footage, access and proximity information will not be reviewed unless and

1 until other corroborating evidence is found involving an employee who may have committed a
2 violation of some rule or policy that could result in disciplinary action. In other words, there will be
3 no 'fishing expeditions' to look for violations.

4 d) If camera footage, access and/or proximity information is intended to be used in an
5 investigation, as defined in a, b and c, above, then the employee and the Guild shall have the right to
6 view the camera footage, access, and or proximity information before an investigatory interview is
7 held.

8 **Section 7. Utilization of GPS Data** – GPS is available via the County provided laptops and or
9 the Animal Control Vehicle. This feature is to enhance worker safety and to provide improved,
10 accurate reporting of field activities to aid dispatchers in providing support to Animal Control
11 officers in the field, efficiently manage calls, and provide better customer service.

12 A. Tracking will be used for worker safety, to efficiently and effectively deploy
13 resources, to analyze field responses, and to report on the results of field operations.

14 B. Only a System Administrator or an individual with Administration rights may
15 enable or disable the GPS device.

16 C. Tracking data will not, generally, be the sole basis for disciplinary action. The
17 data will not be used unless a specific event or concern is identified.

18 D. There will be no ongoing monitoring unless the employee is specifically aware that
19 he or she has not been complying with a particular directive:

20 1. The employee will be provided written notice that they are being tracked to
21 monitor compliance of supervisory direction

22 2. If the employee further fails to comply, progressive discipline may
23 commence.

24 E. Generally, initial performance concerns identified through tracking data shall be
25 handled through coaching and/or counseling, except for egregious cases.

26 F. An employee who is subject to an investigation related tracking data will be
27 provided with the tracking data before being interviewed as part of the investigation.

28 **Section 8. Employee Voluntary Fostering:** During emergent or episodic circumstances

1 management will authorize the payment of the contractual On Call Rate (Article 8, Section 2) of
2 \$20.00 (twenty dollars) per twenty-four (24) hour period to employees who assist in the care of
3 animals with additional needs (medical and/or behavioral). This staff assignment may be initiated by
4 shelter sergeants, lead sergeant, and RASKC veterinarians, and must be reported to the Foster
5 Coordinator and the Manager of the RASKC by email at the time of the assignment. Such fostered
6 animals shall be transferred to a regular volunteer foster as soon as practical. Employees are not
7 considered contractually on call during this fostering but are being paid the on call pay as a means to
8 compensate for the voluntary coverage of the usual Foster Volunteers.

9 **ARTICLE 11: SETTLEMENTS OF DISPUTES**

10 Pursuant to MLA Article 26 and the following.

11 **Section 1. Unfair Labor Practice Timeline:** The parties agree that 30 days prior to filing a
12 ULP complaint with PERC, the complaining party will notify the other party, in writing, meet, and
13 make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would
14 otherwise pass or the complaining party is seeking a temporary restraining order as relief of the
15 alleged Unfair Labor Practice.

16 **ARTICLE 12: DISCIPLINE**

17 Pursuant to MLA Article 27.

18 **ARTICLE 13: SENIORITY**

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

23 **Classification Seniority:** Seniority within classification shall commence on the first date of
24 full-time employment as a career service employee in the classification. Employees converting from
25 a full-time short term temporary or full-time term-limited temporary position to career service
26 position with no break in service shall have their original hire date as a full-time temporary be their
27 seniority date. Intermittent FTE's shall have their seniority calculated based on time employed in the
28 corresponding classification (their time laid off shall not count, but their seniority shall resume upon

recall). 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. Any Animal Care Technician (current or future) with previous seniority as an Animal Control Officer shall have the seniority combined, subject to the provisions of Section 2 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, 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.

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

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

5 **ARTICLE 15: CLOTHING AND EQUIPMENT**

6 **Section 1.** Animal Control Officers and Animal Control Sergeants shall be provided
7 appropriate footwear, uniforms (including the field jumpsuit), raincoats, winter coats and other
8 protective clothing as determined by the department to be necessary for the performance of their job
9 responsibilities. Initial set of necessary clothing allotment shall consist of four (4) pairs of pants, four
10 (4) shirts and one (1) pair of appropriate footwear. For each year after employees shall be provided
11 annually as necessary at no cost to the employee. Should employees elect to purchase their own
12 pants and appropriate footwear (which may include various types of work necessary shoes) the
13 County will reimburse employees up to \$500.00 per year for appropriate footwear and/or for pants,
14 subject to replacement as outlined below. Proper upkeep of clothing is the responsibility of the
15 employee. Reimbursement shall be limited to replacement of items on the allocation list, but shall be
16 limited by dollar amount and not quantity. Unused reimbursement amounts will not carry forward to
17 subsequent years. Reflective tape or other suitable material will be provided in order to ensure
18 maximum visibility of officers.

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

25 Clothing items necessary to perform job responsibilities shall be determined by the County.
26 Such determination shall take into account budget considerations, seasonal needs, responsibilities of
27 job category, public appearance, and similar factors. Twice yearly, the County shall facilitate an
28 inventory and assessment of clothing and equipment needs for the upcoming 6-month period. The

1 County will make a good faith effort to have the assessment completed and clothing purchases
2 determined within one calendar month. To the extent possible, the County will attempt to facilitate
3 purchase of standard items centrally through an identified vendor. Purchases which can be expedited
4 through the employee reimbursement process may be completed. In such case, purchase and
5 reimbursement shall be approved in advance by the Manager of Animal Services and Programs and
6 processing of reimbursement shall be expedited to the extent possible.

7 **Section 2.** The County will provide each officer with equipment which is to be maintained by
8 each officer and returned to the County upon termination of employment. Failure of such shall result
9 in a loss in pay equal to the value of replacing the equipment. This equipment shall include an
10 optional bullet-proof vest of mutually agreeable level of protection and quality. Employees opting to
11 receive a vest shall be required to wear the vest whenever in the field and are responsible for its
12 proper care. Said vests will be replaced according to manufacturer recommendations.

13 **ARTICLE 16: WAIVER CLAUSE**

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

21 **ARTICLE 17: SAVINGS CLAUSE**

22 Pursuant to MLA Article 30.

23 **ARTICLE 18: WORK STOPPAGES**

24 **Section 1.** The County and the Guild agree that the public interest requires efficient and
25 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
26 eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone
27 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
28 duties, sick leave absence which is not bona fide, or other interference with County functions by

1 employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to
2 end such interference. Any concerted action by any employees in the bargaining unit shall be
3 deemed a work stoppage if any of the above activities have occurred contrary to the provisions of this
4 Agreement. Being absent without authorized leave shall be considered as an automatic resignation.
5 Such a resignation may be rescinded by the County if the employee presents satisfactory reasons for
6 the absence within three (3) calendar days of the date the automatic resignation became effective.

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

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

14 **A.** Discharge

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

16 **ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY**

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

21 **ARTICLE 20: PERSONAL APPEARANCE**

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

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

27 **ARTICLE 21: USE OF VOLUNTEERS**

28 **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 or Management shall determine which animals to bathe or groom.

4. Foster and Placement Partner Volunteers: Volunteers, working under the

direction of the Foster Coordinator or Management, 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 Services Coordinator, Manager of

1 RASKC services, or other RASKC employee, including performing cat and small mammal
2 adoptions. A RASKC employee does not need to be present, as long as volunteers are trained and in
3 compliance with all applicable rules, policies and ordinances.

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

9 **7. Veterinary Department Volunteers:** Volunteers approved by the Clinic Manager
10 or the Manager of RASKC shall be able to assist in Veterinary Department duties.

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

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

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

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

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

27 **13. Meet Your Match:** Trained volunteers may participate in the Meet Your Match[®]
28 Canine-ality and Feline-ality or similarly regimented adoption programs when implemented at

1 RASKC. These volunteers provide matchmaking assistance to prospective adopters, under the
2 supervision of Shelter staff.

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


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

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

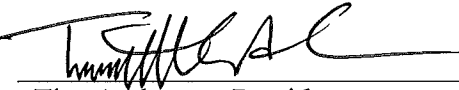
1 **ARTICLE 22: EFFECTIVE DATE AND DURATION**

2 Pursuant to MLA Article 32.

3
4 APPROVED this 13 day of MARCH, 2018.

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8 By: 
9 King County Executive

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13 SIGNATORY ORGANIZATION:

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16
17 Tim Anderson, President
18 Animal Control Officers Guild
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1 cba Code: 170

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

Union Code: P1

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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
2291000	222102	Animal Services Coordinator	37

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

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18 **Veterinary Technician Rates (Frozen)**

19 Job Class Code: 3206100

Unique Range 43

PeopleSoft Job Code: 324201

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Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$21.7350	\$22.7891	\$23.3361	\$23.8961	\$24.4696	\$25.0569	\$25.6582	\$26.2740	\$26.9046	\$27.5503