

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.

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

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

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

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

16
17 Fred Hutchinson Cancer Research Center;

18 Children's Orthopedic Hospital;

19 The American Heart Association of Washington;

20 or

21 Another non-religious charitable organization as

22 proposed by the employee and approved by the

23 Guild in accordance with the procedure set forth

24 in the Washington Administrative Code.
25

26 Such employee shall also, at the Guild's request, be required to furnish proof to the Guild on a
27 monthly basis that said sums have been paid to such charitable organization as described above. Any
28 such employee who fails to pay the sums due to said charitable organization, or furnish proof of

1 payment to the Guild, will be subject to discharge as otherwise provided for in this Section.

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

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

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

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

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

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

27 **Section 7.** Once each calendar year upon request, the County will provide the Guild with a
28 current listing of all employees within the bargaining unit. The list shall include the name of the

1 employee, the employee's classification, seniority within the employee's current classification, job
2 location, and salary.

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1 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

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

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

27 D. To control the Departmental budget; and

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

1 the proper functioning of the department.

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

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1 **ARTICLE 4: HOLIDAYS**

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

4

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

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

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

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

25 **Section 5.** Employees shall be compensated for no more than ninety-six (96) hours of holiday
26 time per year. Employees whose employment starts after January 1st will receive a prorated amount.

1 **ARTICLE 5: VACATIONS**

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

4

5	6	7	8
Full Years of Service	Full-time Equivalent Days	Annual Leave hourly accrual rate	
9	10	11	12
Upon hire through end of Year	5	12	0.0462
13	14	15	16
Upon beginning of Year	6	15	0.0577
17	18	19	20
Upon beginning of Year	9	16	0.0616
21	22	23	24
Upon beginning of Year	11	20	0.0770
25	26	27	28
Upon beginning of Year	17	21	0.0808
29	30	31	32
Upon beginning of Year	18	22	0.0847
33	34	35	36
Upon beginning of Year	19	23	0.0885
37	38	39	40
Upon beginning of Year	20	24	0.0923
41	42	43	44
Upon beginning of Year	21	25	0.0962
45	46	47	48
Upon beginning of Year	22	26	0.1001
49	50	51	52
Upon beginning of Year	23	27	0.1039
53	54	55	56
Upon beginning of Year	24	28	0.1078
57	58	59	60
Upon beginning of Year	25	29	0.1116
61	62	63	64
Upon beginning of Year and beyond	26	30	0.1154

21

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

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

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

2 **Section 3.** A benefit eligible newly hired employee may, at the County's discretion, be
3 permitted to use up to one-half (1/2) of his/her accruing vacation as essential extension of used sick
4 leave. If an employee does not work a full six (6) months, any vacation credit for sick leave must be
5 reimbursed to the County upon termination. This provision does not limit the right of employees to
6 use accrued leave for a qualifying event under the Washington Family Care Act.

7 **Section 4.** The County shall be responsible for scheduling the vacations of employees in such
8 a manner as to achieve the most efficient functioning of the division for the County service. All
9 vacation scheduling shall be done by seniority within each job description. The vacation bid list shall
10 be introduced by December 1 for the upcoming year, to be completed by March 1st. Any vacation
11 requested outside of this bidding period shall be approved or denied within fourteen (14) days of the
12 request. No person shall be permitted to work for compensation for the County in any capacity
13 during the time of paid vacation from the County service.

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

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

1 **ARTICLE 6: SICK LEAVE**

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

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

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

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

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

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

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

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

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

9 6.2 The employee's incapacitating injury, but:

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

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

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

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

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

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

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

27 6.7 To care for other family members, if:

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

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

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

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

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

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

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

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

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

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

24 7.2 An employee make take leave intermittently or on a reduced schedule when
25 medically necessary due to a serious health condition of the employee or family member of the
26 employee; and

27 7.3 If an employee requests intermittent leave or leave on a reduced leave schedule,
28 under Section 7.2 above, that is foreseeable based on planned medical treatment, the appointing

1 authority may require the employee to transfer temporarily to an available alternative position for
2 which the employee is qualified and that has equivalent pay and benefits and that better
3 accommodates recurring periods of leave than the regular position of the employee.

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

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

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

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

13 11.1 the same position he or she held when the leave commenced; or

14 11.2 a position with equivalent status, benefits, pay and other terms and conditions of
15 employment; and

16 11.3 The same seniority accrued before the date on which the leave commenced.

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

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

22 13.1.1 Regular full-time employees who have exhausted their bereavement leave shall
23 be entitled to use sick leave in the amount of three (3) days for each occurrence when death occurs to a
24 member of the employee's immediate family.

25 13.1.2 In the application of any of the foregoing provisions, when a holiday or regular
26 day off falls within the prescribed period of absence, it shall not be charged.

27 13.1.3 For the purposes of Section 13, immediate family shall be defined as children,
28 parents, siblings, grandchildren, grandparents and spouse or domestic partner of the employee and

1 parents and siblings of the employee's spouse or domestic partner.

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

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1 **ARTICLE 7: WAGE RATES**

2 **Section 1.** Effective January 1, 2007 wages in effect on December 31, 2006 shall be increased
3 a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2005 - September
4 2006). Provided, the amount produced by application of the foregoing shall not be less than 2% or
5 greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according
6 to this formula.

7 **Section 2.** Effective January 1, 2008 wages in effect on December 31, 2007 shall be increased
8 a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2006 - September
9 2007). Provided, the amount produced by application of the foregoing shall not be less than 2% or
10 greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according
11 to this formula.

12 **Section 3.** Effective January 1, 2009 wages in effect on December 31, 2008 shall be increased
13 a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2007 - September
14 2008). Provided, the amount produced by application of the foregoing shall not be less than 2% or
15 greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according
16 to this formula.

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

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

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

1 classification.

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

4 **Section 8.** 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%) added to the employee's monthly salary. Years
7 worked shall be calculated based on full-time service with the County (part-time service shall be pro-
8 rated).

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

2 **Section 1.** Employees working a normal work schedule consisting of four (4) consecutive
3 work days of eleven (11) hours each (exclusive of lunch period), followed by four (4) consecutive
4 days off shall be subject to the following provisions (effective no later than the schedule beginning
5 December 30, 2007 the normal work schedule for these employees shall be four (4) consecutive work
6 days of ten (10) hours each (exclusive of lunch period), followed by three (3) consecutive days off):

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

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

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

20 Officers assigned to on-call duty will receive \$10.00 per on-call shift. On call officers will be
21 paid on a portal-to-portal basis when called out. A minimum of two (2) hours at the overtime rate
22 shall be paid for each call out authorized by the County. If the actual time worked on the call-out
23 exceeds two hours, the employee will be compensated for the actual hours worked at the overtime
24 rate.

25 Officers so assigned to on-call must be able to respond to emergency calls from his or her
26 residence within fifteen (15) minutes from the time of the call (TOC). The TOC is the time the
27 officer receives a telephone call for an emergency or receives a page to respond to an emergency call.
28 On-call officers must respond to emergency calls of injured animals, loose livestock, vicious animals

1 at large which are endangering public safety (e.g., bite animals still at large where no owner is present
2 and the animal cannot be contained by someone on the scene, etc.), police impounds, and other calls
3 deemed emergent by a supervisor.

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

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

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

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

21 E. The working shifts of personnel assigned to the shelter shall normally start between
22 the hours of 6:00 a.m. and 12:00 noon or 6:00 p.m. and 12:00 midnight, eight (8) or ten (10)
23 consecutive hours, exclusive of lunch periods.

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

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

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

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

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

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

11 **Section 4. Overtime:** Overtime shall be paid for all hours actually worked in excess of forty
12 (40) in a week or for hours actually worked in excess of 11 hours in one shift for those on an eleven
13 hour shift schedule, for those hours worked in excess of ten hours in one shift for those on a four/ten
14 schedule and for those hours worked in excess of 8 hours in one shift for those on a five/eight
15 schedule. (Those 40 hours would not include time spent on vacation, sick leave, holiday or other
16 leaves of absence.)

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

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

