

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
13       Day after Thanksgiving	Day after Thanksgiving
14       Christmas Day	December 25th

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

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

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

26       **Section 5.** Employees shall be compensated for no more than ninety-six (96) hours of holiday  
27 time per year. Employees whose employment starts after January 1st will receive a prorated amount.  
28

1 **ARTICLE 5: VACATIONS**

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

4

<b>Full Years of Service</b>	<b>Full-time Equivalent Days</b>	<b>Annual Leave hourly accrual rate</b>
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

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Benefit eligible employees with more than 6 months of continuous service 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). Vacation accrual shall date from the first of the month in which the employee commenced such continuous service. If such commencement date was the first working day of the month, the 6 months of service for vacation purposes shall date from the first of the month in which the service began.

**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 may 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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