

January 31, 2007

Bill Schlant, Senior Business Agent
Public Employees' Union, Local One
P.O. Box 6783
Concord, CA 94524-1783

Dear Mr. Schlant:

This letter is to confirm that we have met and conferred on the new Pilot Pest Surveillance Canine Inspection Program that is currently underway in the Department of Agriculture. This is a pilot program which is funded by California Department of Food and Agriculture (CDFA); therefore, it is understood that if the funding terminates, so will the Canine Program unless other funding becomes available. If funding is not available, the canine handlers used in the program will have reversionary rights to their previous position or will be subject to seniority based lay-off rights per section 11 of the Memorandum of Understanding (MOU) between the County and Public Employees Union, Local #1.

Below are highlights of the Canine Operations policy manual; however, the Department's complete policy may be referenced at the Department of Agriculture, Public Employees Union, Local One, and in the Contra Costa County Human Resources-Labor Relations Unit.

Duration: The Department is requesting a minimum three (3) year commitment from the canine inspection surveillance team.

Training: Before assignment in the field, each canine team shall be trained and certified to meet current USDA Canine Inspection Team standards. Required training, certification, or recertification may involve an extended stay of up to 16 weeks at an out of State or out of county training facility. A team of two handlers attended and completed the canine training from September 16, 2006 to November 23, 2006. To the extent possible, training will be offered during normal business hours.

Home Kennel Funding: A home kennel must meet the specifications of the Department. The Department will provide funding for the home kennel, provided the Department has pre-approved the cost and design of said kennel.

Work Schedule: The basic work week will consist of five (5) eight-hour work days; other schedules, such as 9/80 work schedules may be approved at the discretion of the Department Head (reference MOU section 6 and Administrative Bulletin 315.2).

Definitions:

1) Canine "core care" includes the general maintenance care of the canine on a daily basis. This includes feeding and providing water for the dog, a basic maintenance level of exercise and providing a safe environment for the dog. It also includes cleaning, sanitizing and basic maintenance of the kennel. Note that this is the basic care level that is provided by a commercial kennel.

2) Canine "work related care" is that additional level of care that enables the canine to work safely and efficiently. It includes work day health checks, grooming, bathing, medicating and conditioning level exercise which is required by USDA to maintain and heighten the dogs working proficiency and is to be performed during the workday.

Start of Day: If the dog is kenneled at a *commercial* facility, the canine handler's work day will begin when he/she arrives at the office to pick up his/her assigned county vehicle, or, if the assigned vehicle is kept at the kennel, when he/she arrives at that facility to pick up the dog. If the handler home garages their vehicle, the work day begins when they pick up the dog at the kennel.

If the dog is *kenneled at home*, the canine handler's work day begins once he/she starts to perform the work related canine care, which may take up to a maximum of 30 minutes.

End of Day: The County vehicle may be kept at the employees' home if his/her residence is in Contra Costa County; else, the vehicle will be returned to the Department of Agriculture office, unless approved otherwise.

Work related canine care that is necessary at the end of the canine's work day will be included as a part of the handler's normal work day or will be compensated as overtime (per section 7 of the MOU guidelines) when the handler works over the normal shift.

Shift Differentials: Shift differential pay is authorized for those days that the work schedule meets the conditions outlined in section 10 of the MOU.

Handler Compensation: Compensation for daily canine core care of home kenneled dogs will be \$8.06 per day per canine handled as provided in the agreement between the Department and Public Employees Union, Local #1 (note that this is equivalent to the current negotiated \$245.25/month that is compensated to home kenneled canine officers within the Deputy Sheriff's Association). This compensable off-duty canine core care for Program canine handlers that home kennel is estimated to be not more than 30 minutes per day. This amount is a good faith estimate, intended to be comprehensive, accurate, and inclusive of all pertinent facts. The parties agree that off-duty canine care time in excess of this agreed-upon time is not authorized and not compensable.

This handler compensation will be suspended on a day by day basis during those times that the core canine care is not performed by the home kenneled handler due to the handlers' vacation, leave of absence or illness that involves the Department making arrangements for the care of the canine. An alternative canine team handler may accept the daily canine care of the other teams' dog for the period of time that the other handler is unable to provide such. During this time the handler accepting the additional responsibility will retain the \$8.06 daily canine care compensation for their duties with the primary dog and will also receive the daily canine care compensation of \$8.06 for the second dog that is under their care at a home kennel.

Canine handlers will also be eligible for paid overtime for emergency off-duty canine care (which is over and beyond ordinary canine care), provided the canine handler reports such occurrence in writing to his or her supervisor as soon as possible, and no later than the first shift worked after the emergency occurrence.

Meet & Confer: The Department will meet with the union if changes occur, including but not limited to changes in regulations and/or guidelines.

Miscellaneous: The parties agree that the compensation paid for off-duty canine care under this side letter fully satisfies the County's obligations under the Fair Labor Standards Act ("FLSA) and is limited to \$8.06 per day per canine handled (equivalent to \$245.25/monthly). In the event any claim is made that this compensation does not fully satisfy the County's obligation under the FLSA, contrary to the mutual intent of the parties, the County may require a meet and confer regarding the Canine Program to ensure compliance with the FLSA and to effectuate the intent of the parties.

Should the off-duty canine care compensation be increased for the canine officers in the Deputy Sheriff's Association, the Agricultural Canine Program will increase the off-duty canine care compensation by the same amount.

If the foregoing confirms your understanding, please indicate approval and acceptance in the space provided below.

Dated: _____

Vince Guise
Chief Deputy Agricultural
Commissioner/Sealer

Bill Schlant
Senior Business Agent
PEU - Local One