

## COMPENSATION FOR OFF DUTY CANINE CARE (Agriculture)

### 1. Compensable Off-Duty Ordinary Canine Care:

Compensable off-duty canine care includes, but is not limited to, handling, caring, feeding, exercising, grooming, bathing, kennel cleaning, cleaning of County vehicles, and ordinary transport to and from the veterinarian, but does not include commute time which is not compensable. The amount of compensable off-duty ordinary canine care for ~~employees~~ **Biologists handlers** assigned to the Canine Program (~~canine handlers~~) is ~~14 hours per 28-day work period (approximately 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 ordinary canine care time in excess of this agreed-upon time is not authorized and is not compensable.

2. Compensation: ~~In each 28-day work period, Biologist~~ canine handlers assigned to the program will work regular duty time, ~~plus 14 hours of~~ compensable off-duty ordinary canine care work that amounts to ~~approximately 30 minutes each day—i.e., 174 hours in a 28-day period. For the hours worked over 171 to 174 hours in each 28-day work period, canine handlers will be paid~~ Compensation will be \$225 per month for off-duty ordinary canine care work. ~~overtime for the three hours (using the half time method) at the applicable rate, plus any additional contract premium needed to insure that the total per month for regular, off-duty canine care per canine handler amounts to \$200.~~ Hours worked over the normal eight hours per day (exclusive of off-duty ordinary care canine work) ~~174 in a 28-day period~~ shall be ~~paid at the~~ compensated in accordance with applicable overtime ~~rate~~ rules. Off-duty ordinary canine care compensation will commence at the completion of initial handler training school and will continue for the duration of the Biologists involvement in the Canine Program.

~~Canine~~ Handlers will also be eligible for compensated overtime for emergency off-duty canine care (which over and beyond ordinary canine care), provided the 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.~~

3. Canine Expenses: The County will pay veterinarian (visits, procedures, and prescriptions), kenneling, and food expenses related to participating canines. The County will pay up to \$750, on a one-time basis and not exceeding actual cost, for a home kennel.
4. Miscellaneous: The parties agree that the compensation paid for off-duty canine care under this MOU fully satisfies the County's obligations under the Fair Labor Standards Act ("FSLA"), and is limited to ~~\$200~~**\$225** per month. In the event any claim is made that this compensation does not fully satisfy the County's

obligations under the FSLA, contrary to the mutual intent of the parties, the County may require a re-opener regarding the Canine Program to insure compliance with the FSLA and to effectuate the intent of the parties.