

**Side Letter Agreement  
between the  
County of Santa Clara  
and the  
Service Employees International Union, Local 521  
for  
Canine Handler Compensation for the District Attorneys' Office**

Effective on May 27, 2024, Local 521 represented workers employed in the District Attorney's Office who are assigned as canine handlers, shall be compensated for the off-duty care and handling of the canine (which includes, but is not limited to, feeding, grooming, exercising, bonding, health-care, cleaning up after etc.) through a cash differential. Local 521 represented workers assigned as canine handlers shall be paid a cash differential of \$565.70 biweekly which shall be the exclusive flat rate compensation for the off-duty care and handling for each assigned canine. The County and the Union agree that the above cash differential is based on an average of one (1) hour per day of off-duty canine care and handling time, per canine, over 14 days per pay-period; and further agree that the differential is based on the Kennel Attendant overtime base rate of pay.

The Appointing Authority, or his or her designee, may assign a primary handler and secondary handler to the off-duty care and handling of one canine. If such an assignment is made, the \$565.70 biweekly differential shall be divided by fourteen (14), the number of calendar days in the pay-period, and the quotient shall be paid on a daily basis to the primary handler for each day of the same pay-period that the primary handler provides overnight off duty care and handling for the same canine; and, the quotient shall be paid on a daily basis to the secondary handler for each day of the same pay-period that the secondary handler provides overnight off duty care and handling for the same canine. For example, the quotient would be \$40.407 (i.e.,  $\$565.70 \div 14 = \$40.407$ ). If the primary handler provided overnight off-duty care and handling for the canine on 10 days, then the primary handler will be entitled to \$404.07 for the pay period (i.e.,  $\$40.407/\text{day} \times 10$  days). The secondary handler, who provided overnight off-duty care and handling for the canine on 4 days, would be entitled to \$161.63 for the pay period (i.e.,  $\$40.407 \times 4$  days). The total for the pay period would be \$565.70 (i.e.,  $\$404.07/\text{primary handler} + \$161.63/\text{secondary handler}$ ), and shall not exceed that number. Under no circumstances will the combined total of the daily quotients paid to the primary handler and secondary handler in the same pay-period exceed the maximum differential amount of \$565.70 per pay-period.

Upon final ratification of this side letter agreement, the County and Local, 521 agree that they will engage in settlement agreement negotiations over time spent by Local 521 represented canine handlers in off-duty care and supervision of County-owned canines. The settlement agreement negotiations will apply the off-duty care and handling amount of \$565.70 per pay-period agreed upon in this side letter from February 24, 2020 through May 26, 2024.

Furthermore, the County agrees that it will comply with its duties under the Meyers-Milias-Brown Act of 1968 as it applies to implementation of the pending canine policy for the District Attorney's Office.

In addition, the District Attorney's Office management agrees that it will continue to discuss balancing the regular and customary duties of the Victim/Witness Advocate position with the tasks of the on-duty care and handling of the therapy dog when that worker is assigned to canine handling duties. These discussions will occur when the District Attorney's Office management and Local 521 mutually agree to place this topic on the agenda for prescheduled departmental labor/management meetings. Such discussions may inform the District Attorney's Office management's decision when assigning tasks to the canine handler. These labor/management discussions do not constitute an agreement by the County to bargain to impasse over the decision or impact of the District Attorney's Office management's assignment of duties to the canine handler unless such decision or impact triggers a mandatory subject of bargaining pursuant to the Meyers-Milias-Brown Act of 1968.

Off-duty canine care time shall not be considered time worked for the purposes of determining overtime eligibility or pay under Section 8.2 of the Memorandum of Agreement when canine handlers work their regularly scheduled work hours at their regular rate of pay for their specific classification. The canine handler compensation shall be reported in compliance with the Public Employees' Pension Reform Act of 2013.

The \$565.70 biweekly cash differential was arrived at during negotiations over canine pay between the County and SEIU Local 521 and is based upon the County's Canine Handler Time Study Administrative Report ("Report") dated September 21, 2020 and provided to Local 521. The Report investigated the actual time spent by canine handlers in their provision of off-duty care and handling, included interviews with all canine handlers. The County and Local 521 agree that compensating the assigned canine handlers for one (1) hour per day for the off-duty care and handling of the canine is reasonable, based upon the Report, and is in compliance with FLSA pay requirements. The parties agree that any time spent in excess of one (1) hour per day is not reasonable or necessary and is unauthorized.

The Department shall supply all equipment that it deems as reasonable and necessary for the off-duty care and handling of the canine. The employee must receive prior written authorization from the Department if the employee purchases equipment that is reasonable and necessary for the off-duty care and handling of the canine and submits the receipt(s) for reimbursement. The employee shall be responsible for maintaining the equipment in proper working order. The Department shall supply all food that it deems as reasonable and necessary for the health and welfare of the canine.

The Appointing Authority may exercise the option of kenneling Department-owned canines at the Department's expense. Should the Appointing Authority decide to kennel Department-owned canines, the canine handlers shall not be entitled to the biweekly cash differential. The

Appointing Authority may allow canine handlers assigned to a canine(s) to purchase the canine for \$1 when the canine is taken out of service at the Appointing Authority's sole discretion.

If a canine handler is unable to care for and directly supervise the Department-owned canine for reasons to include, but not limited to, injury, illness, or vacation, for a period of 24 hours or more, the canine handler is required to either: 1) kennel the Department-owned canine in a facility that is approved by the Appointing Authority or his/her designee; or 2) arrange for an alternative handler, that is approved by the Appointing Authority or his/her designee, to care for and supervise the Department-owned canine. The canine handler is not entitled to any compensation, including the differential, during such period. The Department will bear the costs associated with kenneling the Department-owned canine. The canine handler is required to give a minimum of 48 hours advanced notice of inability to care for or directly supervise a Department-owned canine unless exigent circumstances prevent 48 hours' notice. At any time, the Appointing Authority or his/her designee may, at their sole discretion, reassign the Department-owned canine to a different canine handler.

If the Department-owned canine is cared for and handled by a Department-approved alternate handler who is also a Local 521 represented worker, that alternate handler—in lieu of the primary handler— shall be entitled to the \$565.70 differential provided that the alternate handler cares for the Department-owned canine for one complete pay period or more. The canine handler will be entitled to the \$565.70 differential normally associated with the care and handling of the canine commencing the next complete pay period that the canine handler resumes the care and handling of the Department-owned canine. As indicated above, under no circumstances will the combined total differential paid to the primary and secondary canine handlers for the overnight off duty care and handling of the same canine in the same pay-period exceed the maximum differential amount of \$565.70 per pay-period. For example, the pay period has 14 calendar days, the quotient will be \$40.407 (i.e.,  $\$565.70 \div 14 = \$40.407$ ). If the primary handler provided overnight off-duty care and handling for the canine on 10 days, then the primary handler would be entitled to \$404.07 for the pay period (i.e.,  $\$40.407/\text{day} \times 10 \text{ days}$ ). The secondary handler, who provided overnight off-duty care and handling for the canine on 4 days, would be entitled to \$161.63 for the pay period (i.e.,  $\$40.407 \times 4 \text{ days}$ ). The total for the pay period would be \$565.70 (i.e.,  $\$404.07/\text{primary handler} + \$161.63/\text{secondary handler}$ ) and shall not exceed that number.

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This side letter shall supersede all prior canine compensation methods, both formal and informal, used in the District Attorney's Office. This side letter shall expire on June 21, 2026. All other terms and conditions of the MOA shall remain in full force and effect.

**COUNTY OF SANTA CLARA**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 521**

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County Executive

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Tony Lopresti Date  
County Counsel

Approved as to Form and Legality

DocuSigned by:  
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Deputy County Counsel