

City of Fairfield and Fairfield General Management Association  
Side Letter of Agreement on Therapy K-9 Assigned to FGMA  
Represented Employees

This side letter of agreement is entered into and by and between City of Fairfield and Fairfield General Management Association (FGMA) and the City of Fairfield (City). The current Memorandum of Understanding between the City and FGMA does not have a provision on represented employees to compensate employees who are assigned therapy dogs by the City.

The City of Fairfield and FGMA have met and conferred in good faith pursuant to California Government Code 3505, hereby agree to add Article 5, Section E. (Therapy Dog Pay) of the Memorandum of Understanding (MOU), as follows:

1. Agreement on Hours worked.  
The amount of off duty compensable working time attributable to all ordinary aspects of canine care (including without limitation handling, caring, feeding, exercising, grooming, and kennel cleaning) by employees assigned to canine duty amounts to thirty (30) minutes per day., 3.5 hours per week. This amount is a good faith estimate, intended to be comprehensive, accurate and inclusive of all pertinent facts.
2. Compensation  
For all off duty canine work performed by employees assigned to canine duty, employees shall earn three and a half (3.5) hours of compensable working time attributed to canine care at their regular hourly rate of pay per week, or seven (7) hours per pay period.
3. Dog food Reimbursement  
At the department director's discretion, canine handlers will either be reimbursed for dog food up to a maximum of \$100.00 per month, or the department will purchase dog food for the therapy dog. Receipts are to be submitted for reimbursement per the City's reimbursement process. Reimbursements will be paid by separate checks and will not be subject to payroll taxes.
4. Miscellaneous:  
Compensation paid for off-duty canine related work under this MOU fully satisfies the City's obligations to comply with the FLSA. If any employee assigned a therapy K-9 makes a future claim, contrary to the intent of the parties, that is MOU provides canine compensation less than minimum required und the FLSA, the City may in its discretion rescind this article. However, prior to the rescinding of this article, the City will meet and confer with the Association to attempt to resolve any disputes. If an assigned therapy K-9 attacks the employee or anyone else or acts in an unusual way that poses a danger to the employee or others, the employee shall immediately report such occurrence in writing to his or her supervisor.

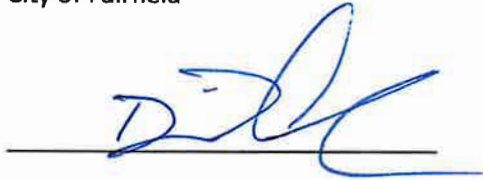
Furthermore, the following will be incorporated into Article 21:

1. An employee who is assigned a Therapy Dog and subject to call outs or assigned to respond to emergencies when a therapy dog is to be employed. If outside of their normal work shift the

employee will be compensated hour for hour of straight time overtime, until assignment is complete.

This side letter is subject to and incorporated into the parties' MOU.

City of Fairfield



David Gassaway

City Manager

Fairfield General Management Association



George Shimboff

President