

## **MEMORANDUM OF UNDERSTANDING:**

### **Non-Representative Assigned as Caretaker/Canine Handler**

La Crosse Professional Non-Supervisors Association

This is to confirm the understanding reached by the parties when a Non-Representative is assigned as a Primary Caretaker/Canine Handler. The parties agree to the following:

The police department may choose to assign one Non-Representative Employee Caretaker/Canine handler as the primary handler, to be paid at a rate equivalent to, but not to exceed the rate of a sworn Canine Handler Assignment, in accordance with the Collective Bargaining Agreement. This selection is at the discretion of the Chief of Police.

Non-Representative Employees assigned as primary caretaker/canine handler will be granted additional compensation to care for their assigned dog. This compensation is for work time related to the caring of the dog at home, including, but not limited to, training, exercise, feeding, grooming, cleaning the kennel, and kennel upkeep.

This compensation shall be calculated at the non-representative primary caretaker/canine handler's regular rate of pay for one half-hour of compensation per day/per week. This shall be subject to the necessary overtime rules and FLSA per the Employee Handbook. Additional hours outside of the normal workday spent in extraordinary care of the canine must receive prior supervisory approval. The one-half hour per day of compensation shall be paid on the last day of the month for all applicable days minus any days that the dog is kenneled at the City's expense.

Non-Representative Employees, at the discretion of the Chief of Police, may be assigned as a secondary and/or tertiary handler. Those who are chosen and are non-representatives, and who have additional hours outside of the normal workday, spent in extraordinary care of the canine, shall be compensated as stated above for the primary caretaker/canine handler and shall be subject to the necessary overtime rules and FLSA per the Employee Handbook. They shall receive prior supervisory approval prior to working the additional hours, in this capacity, outside their normal workday.

For secondary and tertiary handlers, who are chosen and are represented under the collective bargaining agreement, only additional hours outside of the normal workday spent in extraordinary care of the canine shall be compensated at the overtime rate agreed upon in the collective bargaining agreement. They shall receive prior supervisory approval prior to additional hours being worked in this capacity.

The City of La Crosse shall be responsible for expenses related to its dog's care and maintenance including food, as deemed necessary by the City; e.g., outdoor pen, kennel, training supplies, as well as all required licenses, immunizations and medical visits. The immunizations and medical needs shall be provided by the City's chosen veterinarian, with prior approval, absent exigent circumstances. Decisions regarding the medical treatment for the canine will be made by the City.

The City of La Crosse shall determine the appropriate training related to the caretaker/canine handler and dog.

Non-Representative Employees assigned as a caretaker/canine handler will not receive compensation for commuting to work, either under normal circumstances or those associated with recall.

Rebecca Franzen  
Director of Human Resources  
City of La Crose  
Date

Andy Rosenow  
President, LPPNSA  
Date

AGREEMENT

Non-Representative Employees selected to be primary caretaker/canine handler must make a 3-year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. The Chief of Police may reduce this time at his/her discretion.

Non-Representative Caretaker/Canine handlers will not be provided a take home vehicle.

The City reserves the right to determine the assignment of the caretaker/canine handler.

If the employee or the dog are unable to perform in their respective capacities, because of circumstances that remove them from work, e.g., illness or injury, the department reserves the right to terminate the assignment or reassign the dog to another handler. The one-half hour of compensation awarded for care and maintenance of the canine will not apply if the caretaker/canine handler's dog is reassigned. The compensation will be awarded to the person to whom the dog is assigned.

When the dog's service life as a police canine has been exhausted, the employee assigned as the primary caretaker/canine handler at that time shall be allowed to purchase the dog for \$1,000. If they chose not to purchase the dog, current members of the caretaker/canine handler's team may be allowed to purchase the dog for \$1,000. This will be decided by Tier (II and then III). If there are more than one member, per tier of the canine team interested, seniority may factor in regardless of if the members are represented or non-represented. The Chief will have the final decision. The final determination of a dog's useful service life shall be made by the Chief of Police or his/her designee. If, upon conclusion of an employee's assignment as a caretaker/canine handler, the canine has a useful service life remaining, it shall be the decision of the Chief of Police to retire or reassign the dog. In the event ownership of the canine is transferred to the handler, the one-half hour of compensation for care and maintenance of the canine, as well as any additional financial support for the direct care and maintenance of the dog will cease. Any assets owned by the City will be returned to the City.

The cost of kenneling services necessary to accommodate an employee's absence associated with paid time off one (1) week or more will be paid by the City. Kenneling services necessitated by any time off less than one week shall be at the expense of the handler. The City reserves the right to select the vendor/individual who will provide kenneling services to their respective police canines. All kenneling services must receive prior approval. The one-half hour of compensation awarded for care and maintenance of the canine shall not apply when the dog is being kenneled at the City's expense.

All compensation earned under this article shall be paid at the applicable agreed upon in this MOU.