

Letter of Agreement

Between the City of Two Rivers and Police Union - Local 13

The effective Period of this agreement is: January 1, ~~2023-2026~~, through December 31, ~~2025~~2028; however, this agreement may be subject to review by either party and modification by mutual agreement prior to the ending date of this agreement.

The Two Rivers Police Department K9 Program was created by the City in May 2021. Various provisions of the K9 Program are subject to collective bargaining. With respect to those provisions relating to the K9 Program and the officer designated as the K9 Handler, the City and the Union agree to the following terms:

The Canine Officer position will be subject to any applicable City policy and/or labor agreement provisions unless expressly stated in this agreement.

ARTICLE IV – RESERVATION OF MANAGEMENT RIGHTS

- Program Sustainability: The Chief or their designee, reserves the right to:
 - Re-assign the canine or discontinue the canine program in the event the canine officer or the canine is no longer able to perform their duties.
 - Remove the canine officer or the canine from the assignment due to unsatisfactory performance.
 - Discontinue the canine program due to the inability to adequately fund or sustain the program.
 - If the canine program is discontinued upon the direction of the City, the canine officer commitment requirements set forth in this Letter of Agreement shall be waived.

ARTICLE V – EMPLOYMENT

- Residency Restrictions: The canine officer must ~~have a response time of~~ reside within 15 minutes-miles (drive time) from their residence to the outermost city limits unless otherwise approved by the Chief or their designee.
 - The canine officer's residence must be a single-family dwelling.
 - For the safety and security of city property and critical police equipment, the officer's dwelling must have an enclosed and secured garage to accommodate the police vehicle when the handler is off-duty.
 - The canine officer shall be responsible for any costs associated with change of residence, such as kennel relocation.

ARTICLE X – NORMAL WORK WEEK, WORKDAY, AND WORK SHIFT

- Shift Times/Compensation: The canine officer's shift start and end times will be ~~the same as identical to those of~~ other officers assigned to the given shift; however, the canine officer will have until 15 minutes after the shift start time to physically report and be ready for duty, and will be allowed to depart from shift duty 15 minutes prior to the shift's end ~~of the shift so long as provided that~~ calls for service and staffing levels permits. This 15 minute period at the beginning and end of each shift is compensation provided for the purpose of handling and care of the canine. The canine officer will be paid for the full eight hour shift despite the 15 minute late arrival and early departure. If the ~~handler canine officer~~ is unable to utilize the late arrival or early departure due to staffing issues or calls for needs of service on a particular day, ~~that the corresponding 15 minute~~ period(s) will be credited to the officer's compensatory time bank. ~~(e.g. ¼ hour OR ½ hour comp. time).~~
- Shift Adjustments: The canine officer has the capability to flex their shift to accommodate various activities. The parties agree that in order to ensure the success and sustainability of this program, this assignment requires a greater degree of flexibility to attend training, perform special enforcement activities, give presentations, or attend special events.
 - Switching or flexing shifts will ~~be done occur~~ upon mutual agreement between the Chief or their designee and the canine officer. Any requests for shift adjustments by the officer or the City will be ~~done made as far in with as much a~~ advance notice as practical.
 - Training shall be scheduled during the canine officer's normally scheduled shift whenever possible; no overtime will be authorized for this purpose without prior approval by the Chief or the Chief's designee.
- Off-Duty Recall & Overtime: The canine officer will have the same eligibility and requirements for recall and ~~the related~~ pay provisions as it relates to recall as do other bargaining unit personnel ~~as enumerated in pursuant to~~ the collective bargaining agreement. Overtime compensation shall begin when the canine officer is prepared for duty, in uniform, in their assigned squad, and en-route to the scene/department from their place of residence and ends when the officer returns home or ~~the start of~~ their regular shift commences.
- Canine Capability/Span of Duty: The canine officer's recommendations will be given primary consideration when determining the suitability of the canine in response to calls for service. The canine officer will determine the ability of the canine in working extended hours or additional work shifts. The canine officer may be required to work or respond for recall without his/her canine.

ARTICLE XI – PAY POLICY

- Compensation: 1/2 hour of the canine officer's normal hourly rate per calendar day each for the period of time the officer is assigned as a handler and assigned a canine. This compensation will be administered in the following manner:
 - *Officer default pay = 37.5 hours per week*
 - *Canine Compensation pay = ½ x 7 days per week = 3.5*
 - *37.5 + 3.5 = 41 (40 reg. hours + 1 hour)*
 - **Officer compensation per work week = 40 hours at regular rate + 1 hour at overtime rate per work week.**
 - The canine officer will not be compensated as enumerated above for days the canine is being boarded with the exception ~~to of~~ the first and last (drop-off & pick-up) days of boarding.

- Vehicle Assignment/Compensation: A patrol ready squad outfitted to accommodate the safe transport of a canine will be furnished to the officer to be utilized for their patrol assignment and safe transport of the canine ~~to/from home~~. The parties acknowledge that a take home vehicle provides additional per mile compensation to the handler based on reduced fuel costs and wear & tear on the officer's personal vehicle. The value of that compensation is determined by the current Federal mileage reimbursement rate based on miles traveled ~~to/from between~~ work and the ~~handler's-canine officer's~~ residence.

- Uniform Allowance: An additional \$250.00 per calendar year shall be added to the canine officer's clothing allowance to accommodate the ~~additional~~ wear & tear on uniforms ~~or and~~ other equipment ~~needed that corresponds with for~~ this assignment.

- ~~• Special Assignment: The Canine Officer position is a temporary Special Assignment position.~~
 - ~~○ Commitment: The canine officer agrees to serve in the assignment for the duration of the canine's service life or 7 years, whichever comes first. The officer's commitment obligation shall not apply in cases where the canine is replaced due to injury, age, or death. The Chief or their designee may waive all or part of this requirement under circumstances where it may be reasonable to do so.~~

- Care & Maintenance: Costs for the care and maintenance of the canine shall be the responsibility of the City; this includes food, medical care, and miscellaneous expenses such as collars, muzzles, leashes, grooming, and boarding as noted above. All purchases shall ~~have~~ require prior approval from the Department.

- Veterinary/Grooming Visits: Veterinarian and grooming costs will be the responsibility of the City. Non-emergency veterinary and grooming related visits shall be scheduled on the canine officer's normally scheduled shift; no overtime will be authorized for this purpose without prior approval.

- Boarding and Kenneling: The City will pay the costs for kenneling and boarding as follows:
 - Boarding costs for up to (18) days per calendar year. The canine officer may use the 18 boarding days as the office~~ir~~ wishes throughout the year and may, at their own

expense, board the canine any additional days. All kennel facilities utilized shall have prior approval by the Department.

- The Department will pay ~~for the costs of~~ boarding expenses beyond the 18 days ~~as noted above in in the event that the event~~ the canine officer is unable to care for the canine due to a duty related illness or injury ~~and only to the extent that the officer is unable to care for the canine.~~
- Kennels authorized by the Department will be provided to the canine officer by the City for purposes of kenneling the canine at home and at the police ~~department~~station.

- Canine Ownership: The canine remains the sole property of the City of Two Rivers. The canine officer is responsible for the general care and security of the canine. At the end of the canine's service life, the existing canine officer shall have first right of ownership and may adopt the canine, as is, for \$1.00. Upon adoption, all expenses for the care and the liability related to the canine will be the sole responsibility of the canine's adopted owner.

ARTICLE XII – SENIORITY

- ~~Shift Selection: The designated shift for the canine officer shall be either 2nd-shift or the 2nd/3rd power shift. If the start of canine assignment occurs mid-year and the officer handler was assigned to a shift other than that designated for the canine position, the officer may remain on their shift for the remainder of that calendar year. Mid-year shift adjustments may also occur based on mutual agreement between the canine officer, another officer assigned to the designated canine shift, and the Department.~~

Date this ____ day of _____, ~~2022~~2025:

Jason Zipperer
President – Local 13

~~Brian W. Kohlmeier~~Benjamin Meinnert
Chief of Police

Gregory E. Buckley
City Manager

Thomas A. Schrank
WPPA/LEER Business Agent