

Agreement Between  
The City of Fresno  
and  
IAFF Local 753, Basic Unit

Accelerant Detection Canine Assignment

The City of Fresno (City) and the International Association of Fire Fighters, Local 753, authorized representative of Unit 5, Fire Basic, have met and conferred regarding employees assigned to handling and care of a canine trained to detect accelerants.

Through the City's participation in the Fresno County Fire Investigative Strike Team (FIST), the funding of the accelerant detection canine is provided by a State Farm Arson Dog program and donations to FIST. FIST is a regionalized non-profit made up of fire investigators who provide consultation and resources to its members, including members of the City's fire investigation unit. The funding provides the trained canine, five week specialized training course for the dog and handler, and annual recertification for the career of the canine. In addition, FIST provides all of the canine's veterinary needs, along with a specialized transport vehicle, food, and other miscellaneous care products.

In order to comply with the Fair Labor Standards Act (FLSA), the parties agree as follows:

1. During the term of this agreement, an employee who is assigned to handling and care of a canine trained to detect accelerants will be assigned to the Fire Investigations Unit and will not be permitted to transfer to another unit. The City's use of the accelerant detection canine shall be at the discretion of the Fire Chief.
2. The employee assigned to the handling and care of the canine will be responsible for all duties involved in the handling and care of the canine.
3. The assignment will not be a promotion. An employee may be removed from a canine assignment at the discretion of the Fire Chief or designee, and unless specifically stated as such, removal from such assignment will not be considered punitive in nature.
4. The employee will be assigned a forty (40) hour work week. Upon mutual agreement between the City and the Association, the employee may be assigned to a modified schedule, i.e. 4-10's, 9-80's, 12's.
5. Time spent by the employee for care and feeding of the canine will be hours worked pursuant to the FLSA. The employee will be compensated for thirty (30) minutes each day for the care of the canine, which the parties agree is a

reasonable amount of time. The employee may spend more than thirty (30) minutes a day with the canine, but any time over thirty (30) minutes a day shall be normal owner-related activities for the enjoyment of the individual and the canine.

6. The time for care and feeding of the canine referenced in paragraph 5 above will be paid as overtime worked and will be paid at the rate of twenty dollars (\$20.00) per hour.
7. The provisions set forth in paragraphs 5 and 6 above are in compliance with FLSA §785.23 as a reasonable approximation of the time spent in the care and feeding of an assigned accelerant detection canine.
8. Compensation paid pursuant to this Agreement shall be overtime, and is therefore shall not be compensation under the City's Fire and Police Retirement System or the Second Tier of the City's Fire and Police Retirement System.

Should the parties reach an agreement on a successor Memorandum of Understanding ("MOU"), the provisions herein shall be included in the MOU.

Signed:

For the City of Fresno:

For the IAFF Local 753, Fire Basic:

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Kerri Donis  
Fire Chief

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Pete Flores  
President, IAFF, Local 753

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Kenneth Phillips  
Labor Relations Manager

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

BY:   
\_\_\_\_\_  
Supervising Deputy