

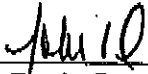
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WATERFORD
AND
AFSCME LOCAL 1948
WATERFORD POLICE UNION

- 1) Each police canine shall remain the property of the Town of Waterford throughout its career. At the conclusion of the animal's serviceability as a police canine, the canine shall first be offered to the handler as a pet for a token fee, or disposed of in any other appropriate manner.
- 2) The canine handlers shall be assigned to the Waterford Police Department Support Services Division. No employee of the Waterford Police Department shall be assigned as a canine handler until the employee completes two (2) years of service in the Patrol Division.
- 3) In order to comply with the Fair Labor Standards Act, the canine handlers shall be available for assignment during eight and one half (8.5) hours of their regularly scheduled nine (9) hour shift. The remaining one half hour of the nine hour tour of duty is to be used as animal maintenance time. Handlers and their canines are not to be used during this one half-hour care time, except in exigent circumstances.
- 4) The half-hour animal care period should generally occur at the beginning of the handler's shift. If exigent circumstances preclude this, then the time can be made-up consecutive to the lunch period. As a final resort, the care period can be provided at the end of the shift.
- 5) In the event that circumstances prevent the execution of the one half hour care period during the handler's regularly scheduled shift, the subsequent required care and maintenance is deemed to be performed "at home" and the handler shall receive one half hour of overtime pay.
- 6) The canine handler shall receive one half hour of overtime pay for each regularly scheduled off duty day, as compensation for the additional duties and responsibilities assumed while caring for and maintaining the police canine outside of the workplace.
- 7) Training days in lieu of a regularly scheduled shift shall be nine (9) hours, which includes one half hour for grooming and care of the animal.

- 8) For the purposes of overtime Article XII of the Collective Bargaining Agreement shall apply.
- 9) The Town and the Union agree that the canine handler position is not an "on-call" position and therefore not subject to Article XVI, section 16.1 of the Agreement.
- 10) Article XVII of the Agreement shall apply to the canine handler; however Extra Duty work when performed by the canine handler shall be without the police canine.
- 11) The canine handler shall not be denied leave as defined in the Agreement, and Articles XIX through XXV in the Agreement shall apply. In the event that the canine handler is on significant leave or otherwise unable to care for the canine, appropriate arrangements shall be made to facilitate the care and feeding of the canine.
- 12) A fully equipped and functional front-line police cruiser, modified and suitably equipped for a canine unit, shall be provided to the handler as a take home vehicle. The cruiser shall be used by the handler to transport the canine to and from work, and for off-duty training purposes. It is agreed that this is a unique circumstance, and that the functions of this particular assignment require a special purpose dedicated vehicle.
- 13) The department shall institute a 5 – 3 administrative work schedule for the canine handler. The canine handler shall receive no fewer days off in each fifty-six (56) day cycle than the patrol personnel shall. The administrative work schedule for the canine handler shall not exceed the maximum allowable work period under the Fair Labor Standards Act applicable to police officers. The Town and Union agree that, by implementing a 5 – 3 schedule for the canine team, it is not construed as an acknowledgement by the Town as to the general desirability of the 5 – 3 schedule.
- 14) Both the Town of Waterford and the Union agree that the needs and requirements of the canine division are unique, and, therefore, the specific days and hours of work for the canine unit shall be determined in unison by both the Town and the Union for the good of the program.
- 15) Potential canine Officers shall be selected for assignment at the discretion of the Chief of Police.

- 16) Assigned canine handlers and the canine shall receive appropriate training prior to deployment. The training shall meet the certification guidelines established by the North American Police Work Dog Association and the Connecticut Police Work Dog Association. No canine shall be deployed until the above certification is achieved, and said certification shall be maintained.
- 17) Each canine Officer and/or canine shall engage in in-service training of appropriate content and duration so as to maintain proficiency, and to ensure the goals and standards of the canine program are met. In-service training days shall be in lieu of shift whenever possible and so assigned by the canine program supervisor.
- 18) Both the Town and Union agree that, in regard to the use of any specialty canine, Article 10.1 of the present Collective Bargaining Agreement shall apply. Both the Town and Union also agree, that the Town maintains the right to take any action necessary in regard to the use of outside canines.

FOR THE UNION:



 John A. Davis, President
 Waterford Police Local 1948

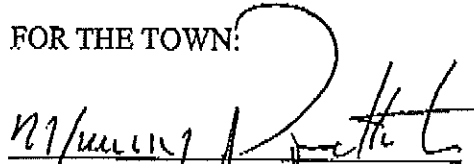


 Stephen W. Bellos, Executive Board
 Waterford Police Local 1948


October 4, 2001

 Date

FOR THE TOWN:



 Murray J. Pendleton
 Chief of Police



 Paul B. Eccard
 First Selectman

October 4, 2001

 Date