

This Letter of Understanding outlines an agreement reached between Calumet County (“the County”) and the Calumet County Deputy Sheriff’s Association (“ Association”) concerning the application and interpretation of the Collective Bargaining Agreement and the Fair Labor Standards Act to certain aspects of the canine handler (“handler”) employee’s wages, hours and conditions of employment. This Letter of Understanding supplements the current Agreement between the parties.

- 1) **Commitment Required:** Due to the expense and training involved, an employee selected to be handler handler must make a six-year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. No assignment will extend beyond six years unless mutually agreed upon by the handler and the County.
 - a) If the handler or the dog are unable to perform in their respective capacities because of circumstances that remove them from work (e.g., illness, injury, promotion, etc.), the County reserves the right to terminate the assignment or reassign the dog to another handler.
- 2) **Classification:** For purposes of compensation, the canine handler is a duty-assignment and shall be classified as a Patrol Officer.
- 3) **Workday / Additional Pay:**
 - a) **Premium Pay:** The canine handler will be paid an additional \$2.50 per hour, including paid leave time, which is intended to compensate for the daily care, feeding, and preparation of the dog.
 - b) **Training / Appointments:** To the extent feasible, the formal training of the dog and scheduled appointments for the dog (e.g. veterinary appointments) will be conducted during scheduled work hours.
 - c) **Schedule:** The handler(s) will work a 6-3 schedule, but is not permanently assigned to a shift and may be moved to other shifts for operational needs. The handlers – provided that there are two (2) or more handlers – will be scheduled in such a manner as allow for differing shift rotations. As such, they will also be paid the appropriate shift differential as identified in Article 10.03.

- d) Commuting: The handler will not receive compensation for commuting to or from the Sheriff's Department if it is the first or last stop of the day. The handler may begin or end their shift from home only with approval of the Sheriff, or designee. Compensation for call-in shall apply when the canine handler notifies dispatch when they are en route (e.g. 10-76), prepared to deliver services.
 - e) Shift Trades: Any shift trades will only be allowed with the prior approval of management.
 - f) Overtime: Consistent with Article 10.01, any work beyond the normal, scheduled hours of work will be compensated at the rate of time-and-a-half. The parties recognize that a good portion of the overtime opportunities afforded to the handler are not subject to Article 10.01 a) or b).
- 4) Special Equipment: The County will pay for any specialized gear or equipment that is unique to assignment of the canine upon approval of the Sheriff, or his/her designee. A newly assigned handler shall be paid a one-time payment in the amount of one-hundred twenty-five dollars (\$125) on their first paycheck following assignment as compensation for any required adjustment in their uniform.
- 5) Off-Duty Availability: The handlers – provided that there are two (2) or more handlers – will be required to be available by cellular telephone during off-duty hours, unless on a scheduled leave day (e.g. vacation, compensatory time, etc.) or with prior approval of his or her supervisor. The employee will not receive additional compensation for carrying the cellular telephone, but may request a department-issued phone to be used exclusively for County use.
- 6) Ownership of the Canine: The canine will be the sole property of the Calumet County Sheriff's Department.
- a) When the canine is retired (at the end of its effective working life, as determined by the Sheriff, or his/her designee), the handler shall be allowed to purchase the canine for one-dollar (\$1.00).
 - i) If, upon conclusion of a handler's assignment as a canine handler, the canine has a useful service life remaining, it shall be the choice of the County whether to retire or reassign the dog to another handler.

- 7) **Costs Associated with Canine:** All costs associated with maintaining the canine, including equipment, food, veterinary costs, kennel costs, certification, licensing, training and training supplies, and insurance coverage, will be funded and approved by Calumet County. The County will pay for the initial installation of a kennel at the handler's residence with final approval of the design and costs at the discretion of the County. The Sheriff, or his/her designee, must approve all non-routine expenses - including veterinary costs - in advance. The final decision to make any expenditure - including veterinary costs - will be made by the Sheriff or his/her designee, on behalf of the County.
- 8) **Kenneling/Care of Canine:**
- a) **Medical Care:** Immunizations and routine medical needs shall be provided by the County's chosen veterinarian, with prior approval. Decisions regarding the medical treatment for the canine will be made by the County, absent emergency or exigent circumstances making such input impractical.
 - b) **Prior Approval:** The handler shall receive approval if anyone other than the handler will be providing shelter and/or care to the canine.
 - c) **Third-Party Kenneling:** The parties recognize that there are unique commitments and responsibilities associated with the assignment as a canine handler. To that end, it is not intended that a canine will be kenneled on a routine basis (e.g. regular days off, etc.). The cost of kenneling services necessary to accommodate an handler's absence due to a planned and approved leave will be paid by the County. Costs incurred for kenneling services caused by unplanned leave will be evaluated on a case-by-case basis, and may be the financial responsibility of the handler.
- 9) **Conditions of Employment: Assignment as Handler:**
- a) **Residence:** The handler must physically reside within the boundaries of Calumet County.
 - b) **Home Kennel:** The handler is expected to maintain a suitable kennel for the canine at their home, and the County reserves right to approve and inspect the kennel at the handler's home.

- 10) **Take-Home Squad:** The handler will be provided with an appropriately equipped vehicle that is personally assigned to the handler, and that the handler will take home. Said vehicle is to be used exclusively for work performed on behalf of the County and shall not be used for personal use. Further, only authorized personnel – as determined by the Sheriff – will be allowed to ride in the vehicle.
- 11) **Management Rights:** Nothing in this agreement is intended to erode or undermine the management rights afforded to the County. Further, the Association acknowledges that the decision to employ a K9 officer, or to employ more than one K9 officer, is solely at management’s discretion.
- 12) **Intent of the Parties:** It is the intention of all parties to incorporate this Letter of Understanding language into the next collective bargaining agreement.
- a) In the event that the County decides to revert back to one (1) K9 officer, the agreement dated March of 2016 shall prevail.



Calumet County



Calumet County Law Enforcement
Employees Association



WPPA

Date: 1-18-19

Date: 01/15/2019