CANINE DISASTER SEARCH SPECIALIST AND
ACCELERATE DETECTION CANINE HANDLER PROGRAM AGREEMENT
BETWEEN
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631
AND
ORANGE COUNTY FIRE AUTHORITY

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement to revise Appendix G on the subject of both Canine Disaster Search Specialist (CDSS) and Accelerate Detection Canine Handler (ADCH) as follows:

CANINE DISASTER SEARCH SPECIALIST:

1. **Participation**: Participation in the CDSS Program will be opened to employees in the Firefighter Unit and represented by the OCPFA. Participation in the CDSS Program by an employee in the Firefighter Unit is entirely voluntary. The OCFA will collaborate with OCPFA to establish minimum performance standards.

2. **Selection**: Selection of Canine Disaster Search Specialists will be made by the National Disaster Search Dog Foundation following its established process.

3. **Ownership of Canine/Responsibility and Care**: Ownership of the canine will rest with the National Disaster Search Dog Foundation (SDF). The SDF will provide the canine at no cost to the CDSS. The CDSS will provide initial training at its facilities with the OCFA to cover overtime, backfill, per diem, and travel expenses. The CDSS has the responsibility for feeding, grooming, handling, and training of the canine. The OCFA will provide for a veterinary pet insurance policy and pay any deductible to cover routine veterinary care including inoculations, flea shots, rabies vaccinations, and other ordinary expenses related to the care of the canine.

   The OCFA will assume responsibility for paying additional veterinary expenses not covered by the pet insurance policy, but only in the case of injury or illness to the canine that occurred while the canine was providing services for the CDSS and ADCH Programs.

4. **CDSS Assignment Compensation**: Employees regularly assigned in the position of Canine Disaster Search Specialist will be compensated five (5) percent of the top hourly salary step of the firefighter classification base salary per month, prorated on an hourly basis.

5. **Compensation for Incident-Related Activities**: Participants in the CDSS Program will be compensated for all incident-related activities at the shift hourly rate in accordance with Article 1, Section 4.D of the Firefighters Unit Memorandum of Understanding.

6. **Compensation for Training**: Each CDSS will receive up to a maximum of eight (8) hours of training per pay period for documented-routine training. Required training such as participation in certification testing will be compensated in addition to the eight (8) hours of
routine training with approval of the US&R Program Manager and in accordance with existing OCFA policy.

7. **Vehicle Use**: OCFA vehicles will be provided; details to be addressed by the US&R Battalion Chief/Program Manager.

8. **Use of Personal Vehicle**: When necessary, participants may use their private vehicles for training purposes in the CDSS Program and for transportation of canines. Personal vehicle use and mileage reimbursement will be in accordance with the OCFA's policy for mileage reimbursement (SOP AM 106.03).

9. **CDSS Program Training and Response Guidelines**: A committee consisting of CATF-5 search personnel and Canine Disaster Search Specialist(s) will recommend training, participation, performance, and response criteria guidelines for the CDSS Program within ninety (90) days of completion of basic canine training.

10. **Length of Participation in Program**: Employees selected to participate in the CDSS Program will be allowed to participate as long as training requirements, performance standards, and certification timelines are met.

11. **Authorized Work**: Participants in the CDSS Program will perform CDSS work for the OCFA and be an available asset for the Office of Emergency Services, Federal Emergency Management Agency, and any other public agency that the Battalion Chief/Program Manager authorizes.

12. **Program Funding**: The CDSS Program will be funded through the US&R Cooperative Agreements and will be terminated if and when funding from the federal government ends. The CDSS Program may also be terminated at the discretion of either party upon giving thirty (30) days written notice.

13. **Compensation and Care of Canine**: Employees who are assigned to a CDSS position are entitled to compensation for the off-duty hours spent caring, grooming, feeding, training, and maintaining their canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for off-duty canine duties, entitles the parties to agree to a reasonable numbers of hours per month for the performance of such duties.

The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of such off-duty canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act. Canine officers normally spend approximately fifteen (15) hours per month performing off-duty work related to their canines, which is different from their regular assignment. As such, it is agreed that canine officers will receive additional compensation of fifteen (15) hours per month at 2/3rds their regular hourly rate of pay at time and one-half for the off-duty canine duties as described herein. This
compensation shall be considered and reported as compensation earnable to the extent permitted by Orange County employees retirement law.

Employees assigned as CDSS who are required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrences, which causes a substantial increase in the normal off-duty hours worked for that month, shall submit a written request for consideration by the US&R Battalion Chief/Program Manager for additional compensation for hours spent performing such work.

CDSS personnel shall be reimbursed for all normal and customary expenses associated with canine care. This shall include, but is not limited to, food, kennels, carriers and training items, such as snacks, toys, leashes, etc.

ACCELERATE DETECTION CANINE HANDLER:

1. Participation: Participation in the ADCH Program will be opened to employees currently assigned to the Investigation Section and represented by the OCPFA. Participation in the ADCH Program by an employee in the Firefighter Unit is entirely voluntary and final selection will be made by the Alcohol, Tobacco, and Firearms Agency (ATF). The OCFA will collaborate with OCPFA to establish minimum performance standards.

2. Selection: Selection to the ADCH Program will be made by the ATF following its established process.

3. Ownership of Canine/Responsibility and Care: Ownership of the canine will rest with the ATF. After five years as described in the Inter-governmental Agreement (IGA). The ATF will provide the canine at no cost to the OCFA. The ATF will provide initial training at its facilities with the OCFA to cover overtime, backfill, and travel expenses. The ADCH has the responsibility for feeding, grooming, handling, and training of the canine. The OCFA will provide ATF approved food, medication, veterinary care and vaccinations as outlined in the IGA between the OCFA and ATF. The OCFA may, at its discretion, purchase a veterinary pet insurance policy.

4. ADCH Assignment Compensation: Employees regularly assigned in the position of Canine Disaster Search Specialist will be compensated five (5) percent of the top hourly salary step of the firefighter classification base salary per month, prorated on an hourly basis.

5. Compensation for Incident-Related Activities: Participants in the ADCH Program will be compensated for all incident-related activities at the shift hourly rate in accordance with Article I, Section 4.D of the Firefighter Unit Memorandum of Understanding.

6. Compensation for Training: The ADCH will receive up to a maximum of twenty (20) hours of training per pay period for documented-routine training. Required training, such as participation in certification testing, will be compensated in addition to the twenty (20) hours of routine training with approval of the Chief Investigator and in accordance with existing OCFA policy.
7. **Handler’s Vehicle:** The ADCH will be provided a vehicle that meets all requirements as outlined in the ATF Intergovernmental Agreement.

8. **Authorized Work:** The handler in the ADCH Program will perform ADCH work for the OCFA and be an available asset for the ATF and any other public agency that the Chief Investigator/Program Manager authorizes.

9. **Compensation for Care of Canine:** The handler who is assigned to the ADCH position is entitled to compensation for the off-duty hours spent caring, grooming, feeding, training, and maintaining their canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for off-duty canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of such duties.

10. **Agreement Evaluation Period:** The ADCH program will be evaluated at 6 months and at one year from the date of this agreement to ensure the allotted training hours are sufficient.

The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of such off-duty canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act. Canine officers normally spend approximately fifteen (15) hours per month performing off-duty work related to their canines, which is different from their regular assignment. As such, it is agreed that canine officers will receive additional compensation of fifteen (15) hours per month at 2/3rds their regular hourly rate of pay at time and one-half for the off-duty canine duties as described herein. This compensation shall be considered and reported as compensation earnable to the extent permitted by Orange County employees retirement law.

The handler assigned to the ADCH program may be required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrences, which causes a substantial increase in the normal off-duty hours worked for that month. In the event extraordinary hours are worked the handler assigned to the ADC program shall submit a written request for consideration by the Chief Investigator/Program Manager for additional compensation for the hours spent performing such work.

The ADCH shall be issued and use an OCFA Procurement (CAL) Card for all normal and customary expenses associated with canine care. This shall include, but is not be limited to, food, kennels, carriers and training items, such as snacks, toys, leashes, etc.