

DRAFT

***Department of Agriculture  
Contra Costa County***

***Canine Operations Manual  
Pilot Program***

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## *Table of Contents*

<b><i>Introduction</i></b>	.....	3
<b><i>Mission</i></b>	.....	3
<b><i>Program Responsibility</i></b>	.....	4
<b><i>Exclusion Deputy</i></b>	.....	4-5
<b><i>Canine Handler</i></b>	.....	5-9
<i>Minimum Commitment</i>	.....	5
<i>Work Schedule/Meals/Breaks</i>	.....	5-6
<i>Handler Responsibility</i>	.....	6-8
<i>Canine in Public</i>	.....	9
<i>Medical Care</i>	.....	9
<b><i>Training</i></b>	.....	9-10
<b><i>Canine Use</i></b>	.....	10
<b><i>Reporting Bites or Injuries</i></b>	.....	10
<b><i>Equipment/Supplies</i></b>	.....	10-11
<b><i>Uniform</i></b>	.....	11
<b><i>Separation from Canine Team</i></b>	.....	11
<b><i>Handler Compensation</i></b>	.....	12
<b><i>Forms</i></b>	.....	13

## ***Introduction***

*The purpose of this policy is to provide the Department of Agriculture, Contra Costa County, with internal guidelines for the use of canines. This is a pilot program and is being funded by the California Department of Food and Agriculture (CDFA); hence, if the funding is terminated, this program will also conclude, unless other sources of funding become available.*

*This policy is not intended to provide the standard of care for any civil or other external proceeding. The determination of compliance with this policy is expressly reserved to internal proceedings within the Agricultural Department.*

*The Canine program has been established to provide assistance with the Pest Exclusion programs in Contra Costa and other participating Greater Bay Area Counties.*

*Biologists that handle canines within the Canine Program must carefully follow the guidelines and common sense rules provided within the Department's policies.*

## ***Canine Program Mission***

*The Canine Program mission is to provide assistance in the Pest Exclusion Program to Contra Costa County and those other participating Counties. Each canine inspection team will conduct surveillance inspections at parcel inspection centers such as those operated by Federal Express, UPS, etc, to provide parcel inspection services related to plant products entering the State of California and that may be entering non-infested areas of the State from infested areas. The teams will also be available for airport terminal inspection and, if needed, at the United States Postal Service to provide inspection services. The purpose is to intercept unmarked agricultural parcels that are shipped in violation of agricultural quarantine laws and to inspect the contents for the presence of any unwanted plant pests, including insect species, diseases or other harmful organisms, that may pose a threat to the economic well being of the State.*

*The Canine Surveillance Inspection Team Program will improve the effectiveness of the overall exclusion program in Contra Costa and participating counties and will provide for positive outreach opportunities to increase industry and public awareness to the importance of excluding potentially harmful pest organisms.*

*Demonstrations are performed for public relations and awareness. These and other community forums are a vital part in ensuring the success of the Canine Program.*

## ***Program Responsibility***

*The Canine Surveillance Inspection Teams fall under the operational responsibility of the Departments Deputy Agricultural Commissioner who is charged with the overall responsibility of the Exclusion Program, hereinafter referred to as the Deputy. Refresher training and certification will be arranged for and tracked by the Deputy.*

*Biologists that are dog handlers will report to that Deputy as will Contra Costa County Biologists that assist the team in inspection duty.*

*The contracted trainer will assist in the assessment of the handler/canine relationship in regard to suitability, effectiveness and control as well as the overall effectiveness of the team in target parcel interception.*

## ***Exclusion Deputy***

- *Report/document any discrepancies in the canine team performance of either canine or canine handler to the Chief Deputy.*
- *Report all canine involved injuries, canine injuries, canine deaths and handler injuries to the Chief Deputy as soon as possible.*
- *Make arrangements, when necessary, for out-of-home kenneling when the employee cannot provide canine care during illness or long term absence due to vacation or leave.*
- *Responsible to arrange for the care of the canine at the office during those days that the canine is used for a partial day and the responsibilities of the handler involves other Biologist/Inspector duties that are not compatible or appropriate for canine accompaniment.*
- *Assure that the canine is housed in a safe environment, properly cared for and exercised during a handler's extended absence.*
- *Schedule training with and through departments contracted trainer.*
- *Evaluate the training and training programs when required to maximize the capabilities of the teams*
- *Evaluate the performance of canine teams.*
- *Schedule public canine demonstrations, shows and contests, and ensure the integrity of the team*
- *Schedule and coordinate inspections with participating counties.*
- *Act as a liaison officer with the public regarding canine program information.*
- *Maintain and when necessary, establish training, public appearance, medical and any pertinent canine activity records or statistics.*
- *Recommend and oversee the procurement of needed equipment and services for the unit.*
- *Order supplies, investigate the use of potential new products and keep an inventory of same.*

- *Conduct canine equipment inspections on a regular basis to ensure serviceability of all equipment used by canine team members and report conditions to the Chief Deputy*
- *Act as a liaison with all canine related entities (veterinary, trainer, equipment, canine supplier).*
- *Maintain a current list of available emergency veterinary clinics and hours of operation (24 hours preferred) that are in the proximity of work locations and kenneling area.*
- *Assist the Chief Deputy with program and budget reports as required.*

## ***Canine Handler***

*The Canine Handler, hereinafter referred to as the handler, is an Agricultural Biologist that is selected by the Department Head through an interview process from existing staff or as a new hire selected by the procedures as required by the personnel department.*

*Handlers are required to interact with his/her dog, but also with other Biologists on the team, the public and industry.*

*In an attempt to assure the compatibility between the canine, the handler, his/her family, along with protecting USDA/Agricultural Department property, as well as risk management for the Department, a “Home Visit” will be conducted if the dog is home kenneled. The home visit will entail confirming the candidate rents or owns his/her residence, the dwelling has a fenced rear yard, and the candidate’s family is aware/accepting of the demands of being a canine officer. The yard must be approved by the Deputy, as being suitable to safely house the dog.*

## ***Minimum Commitment***

*Due to the substantial investment in the selection of the detection dog, along with the associated costs such as certification training, maintenance training and equipment, a minimum of a three (3) year commitment to the canine inspection surveillance team is necessary. The handler will be exempt from forced reassignment if the team remains in good status.*

## ***Canine Surveillance Inspection Team Work Schedule/Meals/Breaks***

*The basic work week will consist of five eight-hour work days, other schedules, such as 9/80 work schedules may be approved at the discretion of the Department Head. Time in excess of 8 hours per day or 40 hours per week will be compensated in accordance with Personnel Management Regulations. Fifteen minute paid breaks within each four hour period of work is required (breaks for the canine will be required per training contractor guidelines). Additionally, a non paid meal break of 30 minutes will be taken. The cost of the meal is the responsibility of the employee; this includes meals while working in other participating counties*

during normally scheduled work days in those counties. Refer to Section 38 of the MOU between Contra Costa County and Public Employees Union, Local #1, in regard to meals during meetings or training that is away from normal work locations and for reimbursement when overtime is in excess of three hours in a work day. The care and handling of food that is brought from home is the employee's responsibility.

Inspection work must be performed during the sort at various parcel facilities in participating area counties. Sort times are late night/early morning (starting as early as 2 to 3 am) and will vary depending on the facility to be worked. The overall workload will be shared between the two teams to meet the number of contracted hours. Generally, the two teams will rotate early morning shifts on a weekly basis. The team that is not on the early shift will work at local county facilities a minimum of twice per week at a later sort or to catch the last hour or two of the sort (starting between 6 & 7am) to give the canine exercise before returning to normal Biologist duties. Requests from Biologists to changes in the above basic work schedule must be brought to the Deputy who will make the final schedule determinations.

There are start *of work day and* commute time considerations. If the dog is kenneled at a commercial facility, the *canine handler's* work time will begin when he/she arrives at the *office to pick up the assigned county vehicle*. Or, if the handler home garages the assigned vehicle, the *work day begins when they pick up the dog up at the kennel*.

If the dog is kenneled at home, *the canine handlers' work day begins once he/she starts to perform work related canine care (see definition in the Handler Compensation section), which may take up to a maximum of 30 minutes*.

*Work related canine care that is necessary at the end of the canine's work day will be included as a part of the handler's normal work day or will be compensated as overtime (per section 7 of the MOU guidelines) when the handler works over the normal shift.*

*Work performed on the weekend or holidays will be portal to portal.*

*Overtime must be approved by the Deputy or the Chief Deputy in the Deputy's absence and will be handled in accordance with Section 7 of the MOU between Contra Costa County and Public Employees Union, Local #1.*

## ***Handler Responsibility***

*The position demands commitment and dedication to the Department, the canine, and to the transport vehicle ad equipment.*

*The handler is required to rent or own a residence with a fenced rear yard if the dog is home kenneled.*

*The handler shall ensure that the canine receives proper nutrition, grooming, training, medical care, maintenance exercise, affection and acceptable and sanitary living conditions. The initial ten week training course will give the handler skills necessary to properly care for the health and every day needs of the canine. The training will also give the Biologist the necessary skills to search for agricultural quarantine material.*

*The handler is required to be able to determine entry requirements of intercepted plant material and take appropriate quarantine action.*

*The handler may be required to apply for, obtain and execute federal search warrants.*

*Samples or specimens collected by the Canine Surveillance Inspection Team will be marked "Canine Program" and will be sent to the CDFA plant Pest Diagnostic Laboratory as soon as possible for identification. Tephritid fruit fly larva will be submitted no greater than 24 hours after interception.*

*Whenever any parcel is rejected an electronic copy of CDFA's Notice of Rejection form 66-071 will be completed denoting "Canine Program". Digital photos and records of rejected/seized parcels will be maintained.*

*The handler will monitor safe working conditions for the team.*

*When off-duty, the canine shall be maintained in the direct control of the handler or in a kennel. When the canine is kenneled at the handler's home, the gate shall be secured with a lock. When off-duty, canines may be let out of their kennels while under the direct control of their handlers. Under no circumstances will the canine be lodged at another location unless approved by the Deputy. When the handler anticipates extended time off (including vacation), that requires boarding of the canine, the Deputy will be given reasonable notification to make appropriate arrangements.*

*Handlers are responsible for keeping activity reports for both canine and non-canine activities and for entering data into a database.*

*When off-duty, handlers shall not involve the dog in any risky or potentially harmful activity or conduct as per training guidelines.*

*Off-duty canines shall not be used for personal benefit or personal gain.*

*Further canine off-duty guidelines will be given to the handler during training. These guidelines must be followed.*

*The Deputy shall be notified as soon as practical of any illness or injury to the dog or observations of any significant changes in health or behavior.*

*Approved canine food and routine maintenance costs will be reimbursed by the Department. Purchase receipts will be required. Canine food and feeding amounts and schedule will be as recommended by the veterinarian. Fresh water will be provided to the dog at all times. Medications will be administered by the handler (generally heartworm and flea & tick preventatives and other routine medications, if any) or veterinarian.*

*Medical costs, prescriptions and preventative costs will be handled through the department. Costs incurred by the employee will be reimbursed when approved. Routine veterinary visits will be performed on work time and will be scheduled by the Deputy.*

*Through Department sponsored training, each dog team shall be certified and will receive required maintenance certification, training and examination as defined by the contracted agreement with the authorized Department canine trainer. Outside vendors, trainers or handlers are not authorized to train Department canines.*

*The Biologist will maintain the dogs proficiency by conducting refresher training at least once per week or more frequently if necessary and will test and document the detection accuracy of the dog at least once a month. Off task training will be done one or two times per month. Guidelines will be outlined through the training program.*

*The handler shall maintain all Department equipment under his/her control in a clean and serviceable condition including the transport vehicle. Any deficiency shall be reported to the Deputy.*

*Handlers that kennel at their place of residence shall permit the Deputy to conduct spontaneous on-site inspections of affected areas of their residence and equipment to verify that conditions and equipment conform to this policy.*

*Any changes in the living status of the handler which may affect the lodging or environment of the detector dog shall be reported to the Deputy as soon as possible. Any malfunction of the transport vehicle shall be reported as soon as possible and the transport vehicle is to be taken out-of-service until repairs are made if they in any way may affect the safe operation of the vehicle or the health of the dog.*

*If the dog is kenneled at home, the kennel must meet acceptable guidelines provided by USDA/CDFA. The kennel shall be cleaned daily including weekends and holidays. It must be free of refuse and garbage that could attract insects and rodents. It must be periodically disinfected using a veterinarian approved product. Dog waste must be removed as often as necessary to keep the dog in a good sanitized environment. Bedding and a dog house of adequate size to meet the dog specifications will be a part of the kennel. Bedding must be clean, comfortable, of a type that will not cause injury or choking and must be washed weekly.*

*The dog will be bathed at least once a month.*

*The handler will be required to work and transport for work a second detector dog to CDFA/USDA recommendations when the alternate handler is on vacation or otherwise absent and unable to do so themselves.*

*It is encouraged that the detection dog be permitted to socialize in the home with the handler's family. Teasing, agitating or roughhousing with the canine is strictly prohibited. Further information and guidelines on this will be provided during formal training.*

### ***Detection Dogs in Public Areas***

*All detection dogs shall be kept under control by the handler or on a leash when in areas that allow access to the public. Detection dogs shall not be left unattended in any area to which the public may have access. The time that a dog is left unattended in a vehicle shall be kept to a minimum. When this occurs, all windows and doors of the vehicle shall be secure; the dog will be confined to the portable kennel with adequate water with the comfort of the dog of primary concern.*

*Utilization of the Canine Pest Surveillance Team for public outreach is highly encouraged. This will be scheduled through the Deputy and coordinated with the CDFA Public Affairs Unit.*

### ***Medical Care of the Detection Dog***

*In the event the service dog is injured, the injury will be immediately reported to the Deputy. Depending on the severity of the injury, the dog shall either be treated by the veterinarian designated by the Department or transported to a designated emergency medical facility for treatment. If the handler and dog are out of the area, the handler may use the nearest available veterinarian.*

*Non-emergency medical attention shall be coordinated through the Deputy.*

*All records of canine medical treatment shall be maintained in the canine handler's training file. 9*

## **Training**

*Before assignment in the field, each canine team shall be trained and certified to meet current USDA Canine Inspection Team standards. Required training, certification, or recertification may involve an extended stay of up to 16 weeks at an out of State or out of county training facility. To the extent possible, training will be offered during normal business hours.*

*Each dog team shall thereafter be re-certified to accepted standards on an annual basis, or when needed to correct observed deficiencies.*

*Dog teams shall receive training as defined in current contract with the Department's training provider.*

*In order to ensure that all training is consistent, no handler, trainer or outside vendor is authorized to train Department canines.*

*All detector dog training and recertification will be conducted while on-duty unless otherwise specified in the employee's current MOU.*

*Handlers are responsible for maintaining assigned canines at an acceptable performance level and to point out any deficiencies to the Deputy. Teams failing certification or re-certification shall not be deployed in the field until certification is achieved.*

*All canine-training records shall be maintained in the canine handler's training file.*

## **Canine Use**

*The Biologist dog handler shall have the ultimate authority not to deploy the dog. The handler will evaluate each situation and determine if the use of the dog is technically feasible. Generally the decision to deploy the dog shall remain with the handler; however, a supervisor sufficiently apprised of the situation may decide to not deploy the dog.*

## **Reporting Dog Bites or Injuries**

*If a bite or injury results from the use of a dog, that information shall be documented. The report should include, at a minimum, the following:*

- In all cases of bites or injuries resulting from the use of a dog, photographs shall be taken of the bite or injury after first tending to the immediate needs of the injured party. The*

*photographs will be labeled “Dog Incident – Do Not Destroy,” and placed into evidence. If the injury requires medical attention, the affected person should be transported to an appropriate medical facility.*

- *If a person alleges an injury that is not visible, the location of the alleged injury should be photographed and the handler shall notify the Deputy as soon as practical.*
- *An accident report form will be completed as soon as possible and will be forwarded to Risk Management within 24 hours.*

*If the dog bite is unprovoked or in the case of an extreme act of aggression by the dog, the canine will be retired until a full examination is done by a veterinarian and the incident is fully investigated by the Department.*

## ***Equipment & Supplies***

*Canine handling equipment will be furnished by the Department, but will be the handler’s responsibility to monitor and inspect the serviceability of all assigned equipment. Equipment in need of repair or replacement should be immediately reported to the Deputy.*

*Portable kennels used to transport the dog will be cleaned and sanitized on a regular basis by the handler.*

*Canine transport vehicles will be assigned to handlers. It is the handler’s responsibility to assure that the vehicle is in good repair and is cleaned/vacuumed as needed.*

*A home kennel must meet the specifications of the Department. The Department will provide funding for the home kennel, provided the Department has pre-approved the cost and design of said kennel.*

*The Department has contracted with private vendors for veterinary, equipment and food services. All purchases must have the approval of the Deputy or Chief Deputy prior to the transaction. Purchases outside the contracted vendors are not authorized unless extenuating circumstances exist. These purchases must have prior approval from the Deputy.*

## ***Uniform***

*To help with the identity of the canine surveillance team while performing inspection duties in this capacity for the Department, a smock, vest **or other identifying clothing** that is distinctive to the program or department will be worn by the Biologist **and will be provided by the department**. Cleaning and condition of the uniform as well as personal hygiene shall be **at** the professional level **expected** of an enforcement officer.*

## ***Separation from the Canine Team***

*Each dog is the property of the USDA. In the event the Department determines the handler's services are no longer needed, the canine will be evaluated by USDA for continued service. If after review, it is determined the canine has substantial service life remaining; the canine will be reassigned to a new handler. Reasons for handler separation include but are not limited to:*

- *The program is terminated due to lack of funding.*
- *Department contracted canine trainer determines handler is unfit for canine duty.*
- *Handler neglects or abuses canine.*
- *Handler misuses the canine.*

*In the event the canine retires in good standing at the end of their serviceable life as a detector dog, the handler may purchase the dog from USDA at an agreed upon price. In the event that the handler declines to purchase the dog upon its retirement from the program, the dog will be put up for adoption.*

## ***Handler Compensation***

*Definitions: 1) Canine "core care" includes the general maintenance care of the canine on a daily basis. This includes feeding and providing water for the dog, a basic maintenance level of exercise and providing a safe environment for the dog. It also includes cleaning, sanitizing and basic maintenance of the kennel. Note that this is the basic care level that is provided by a commercial kennel.*

*2) Canine "work related care" is that additional level of care that enables the canine to work safely and efficiently. It includes work day health checks, grooming, bathing, medicating and conditioning level exercise which is required by USDA to maintain and heighten the dogs working proficiency and is to be performed during the workday.*

*Compensation for daily canine **core** care of home kenneled dogs will be \$8.06 per day per canine handled as provided in agreement between the Department and Public Employees Union, Local #1 (note that this is equivalent to the negotiated \$245.25/month that is compensated to home kenneled canine officers within the Deputy Sheriff's Association). **This** compensable off-duty canine **core** care for **Program canine handlers that home kennel is estimated to be not more than 30 minutes per day.** This amount is a good faith estimate, intended to be comprehensive,*

*accurate, and inclusive of all pertinent facts. The parties agree that off-duty canine care time in excess of this agreed-upon time is not authorized and not compensable.*

*This **handler compensation** will be suspended on a day by day basis during those times that the **core** canine care is not performed by the **home kenneled** handler due to the handlers' vacation, leave of absence or illness that involves the Department making arrangements for the care of the canine. An alternative canine team handler may accept the daily canine care of the other teams' dog for the period of time that the other handler is unable to provide such. During this time the handler accepting the additional responsibility will retain the \$8.06 daily canine care compensation for their duties with the primary dog and will also receive the daily canine care compensation of \$8.06 for the second dog that is under their care **at a home kennel**.*

*Shift differential pay is authorized for those days that the work schedule meets the conditions outlined in section 10 of the MOU between Contra Costa County and Public Employees Union, Local #1.*

*Canine handlers will also be eligible for paid overtime for emergency off-duty canine care (which is over and beyond ordinary canine care), provided the canine handler reports such occurrence in writing to his or her supervisor as soon as possible, and no later than the first shift worked after the emergency occurrence.*

## ***Canine Program Forms***

CDFA Pest and Damage Record 65-020: to be used for submission of insect and plant specimens to the California Department of Food and Agriculture Diagnosis Lab.

CDFA Notice of Rejection 66-071: used to document quarantine violations.

Canine Equipment Inspection Form

Canine Training Record

Canine Health Record Tracking Form

Canine Bite Report Form

Workers Compensation Claim Form (DWC1)

Vehicle Accident Report Form

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