



To: John Miller, President – Police Union Local 1662
Richard Gudis, Staff Attorney – AFSCME Council 15 ✓

Cc: April Capone, Mayor ✓
Ralph Mauro, Assistant Deputy Director of Town Affairs ✓
Patricia Cofrancesco, Town Attorney ✓
David A. Ryan, Jr., Labor Attorney ✓
Gaetano Nappi, Chief of Police ✓
John Mannion, Deputy Chief ✓
Thomas Thompson, Director of Finance ✓
The Honorable Board of Police Commission ✓
The Honorable Town Council ✓
The Honorable Board of Finance ✓

From: Paul J. Hongo, Jr., Deputy Director of Town Affairs

Date: June 4, 2011

RE: East Haven Police Department K-9 Program

The purpose of this memo is to state the facts regarding the Town's recent decision to suspend the K-9 Program indefinitely.

Several months ago, the police officer designated as the department's K-9 handler reported he was experiencing a loss of hearing due to the echoing effect of the police dog's loud barking while accompanying him in the K-9 police vehicle.

As a result, Police Chief Gaetano Nappi instructed him to: 1) file a formal workers' compensation claim (Form 35c – *First Report of Injury*), 2) have his hearing checked immediately by his physician, and 3) forgo working with the police dog until such time he was cleared by his physician to do so. Under no circumstances did the Town want the police officer designated as the department's K-9 handler to continue to be subjected to a potentially harmful work environment.

Soon thereafter, his physician cleared him for duty stating there was no detectable loss of hearing; however, he went out on workers' compensation for a different work-related injury, and has been for the past six (6) months.

On May 24, 2011, the police officer designated as the department's K-9 handler submitted a memo to Captain Henry Butler informing him of his soon-to-be return to active-duty work

status, as well as requests regarding the maintenance of the K-9 police vehicle, the scheduling of missed patrol-dog training classes, and the installation of sound suppression equipment in order to reduce the noise level from the loud barking of the police dog. See attached memo.

On June 2, 2011, Police Chief Gaetano Nappi sent a letter of response to the police officer designated as the department's K-9 handler formally notifying him of the Town's decision to suspend the K-9 Program indefinitely due to budgetary constraints. See attached letter.

In making its decision, the Town considered several critical factors.

For starters, when the police officer designated as the department's K-9 handler is out (as he currently is with a work-related injury) the Town is without the K-9 Program. This is because the K-9 handler and his dog are truly partners; one cannot exist without the other. Although some may think otherwise, the dog is not interchangeable. The two went through extensive training together (10-12 weeks at the State Police Academy); and as a result, the dog will only take direction from the K-9 handler he was trained with.

Having said this, for all practical purposes the Town has been without the K-9 Program for the past six (6) months and no one has taken notice. On the rare occasion the department needed a police dog during this period, a call was placed to the State Police, or a neighboring police department, and one was made available immediately. On average, the police dog is needed 6-8 times a year.

As one can imagine, the police dog is like any other domestic pet in that it requires continued care and maintenance such as food, medication, and veterinary care. As a point of information, two years ago the Town spent \$7,000.00 on dental work for the police dog.

Article XVII – Pay Rates, Section 4 (K-9), Paragraph A of the 2005-2012 Labor Agreement states:

The East Haven Police Officer designated as the K-9 handler will be permitted to leave his scheduled work shift thirty (30) minutes early. Said early dismissal shall be considered as the time necessary for the feeding, grooming and all other care for the police dog.

This equates to one hundred thirty (130) hours per year. The Town believes this time can be used in a more productive manner that would greater benefit the department and the community it serves.

Article XVII – Pay Rates, Section 4 (K-9), Paragraph B of the 2005-2012 Labor Agreement states:

The K-9 handler shall receive thirty (30) minutes of compensation (at the contractual overtime rate) for off-duty days as the compensation for care of the police dog.

This equates to two thousand two hundred dollars (\$2,200.00) per year. The Town believes this money can be used in a manner that would greater benefit the department and the community it serves.