Letter of Agreement Between the County of El Dorado and the Operating Engineers Local Union No. 3 Representing Employees in the Trades and Crafts (TC) Bargaining Unit

Whereas, the Operating Engineers Local Union No. 3 (Union) represents employees in the Trades and Crafts (TC) bargaining unit, and

Whereas, the County of El Dorado (County) and Union (collectively "the Parties") have previously executed a Memorandum of Understanding (MOU) governing the terms and conditions of employment between the County and employees in the TC bargaining unit, and

Whereas, the County contracts with the United States Department of Agriculture (USDA Trapper) for wildlife damage management services. The USDA Trapper supports the County's Wildlife Specialist and provides necessary equipment, including trained working hounds (canines), for the provision of services, and

Whereas, mountain lion activity has presented an increased safety concern within the County following a confirmed fatality in 2024, and numerous attacks on and loss of livestock and domestic animals, and

Whereas, the continued availability of the USDA Trapper is uncertain due to the current fluidity of federal government contracts and their ability to retain or hire personnel for use as contractors, and

Whereas, the County's Wildlife Specialist incumbent is willing and able to use their privatelyowned working hounds that may be used to supplement the canines provided by the USDA Trapper, and

Whereas, the Parties have met and conferred in good faith regarding the establishment of a pilot initiative for the use of the employee's privately owned canines in the course and scope of County duty, providing a stipend to renumerate the employee as full compensation for use of the employee's privately owed, trained, and maintained canines.

It is therefore agreed by the Parties that, effective the first full pay period following approval of this agreement by the Board of Supervisors:

- 1. <u>Wildlife Trapper Canine Pilot Initiative</u>
 - A. Pilot

A qualified employee in the Wildlife Specialist classification may be assigned by the Agriculture Weights and Measures Department (department) appointing authority or designee to use the employee's privately owned, trained, and maintained working

hounds (canines) in the course and scope of County duty. The employee so assigned shall receive a Wildlife Trapper Canine Stipend provided the employee submits metric data pertaining to the usage of such canines monthly following a method and process prescribed by Human Resources. An employee who is unwilling or unable to provide a privately-owned working hound qualified for the assignment shall not be eligible for such assignment or stipend.

B. Metrics

The employee shall track and compile usage metrics each month, including the frequency and purpose of canine use (i.e., bear, mountain lion, scat detection, etc.), number and type of canine(s) needed, presence and availability of USDA (or other contracted) Trapper, etc. These metrics (which may change as determined necessary at the discretion of the Board of Supervisors) will be used to determine if the business need driving the associated stipend is operationally warranted by the County on an ongoing basis.

C. Assignment and Stipend

An eligible, assigned employee shall receive fifty-five dollars (\$55) per canine, per month, minus applicable payroll deductions as required by law, for up to a maximum of four (4) canines when the work necessitates the provision of the employee's privately owned, trained, and maintained working hound(s).

Such assignments shall be made at the sole discretion of the appointing authority. Notwithstanding, this assignment and stipend shall be limited to a maximum of one (1) Wildlife Specialist, and a maximum of four (4) canines, per month. The activities that constitute "trapping", required use of working hounds, and qualification of such canines shall also be at the discretion of the appointing authority. When such assignment is terminated at the discretion of the appointing authority for non-disciplinary reasons and the employee is no longer entitled to the Wildlife Trapper Canine Stipend, such loss of assignment or pay shall not be considered a "punitive action" and is not subject to appeal or grievance.

The Wildlife Trapper Canine Stipend shall represent the complete and total renumeration for use of the employee's privately owned canines; this stipend shall constitute full reimbursement for all miscellaneous expenses associated with the canine(s) relating specifically to this assignment, such miscellaneous additional expenses being difficult to quantify. It is acknowledged that the County is not requiring any additional care or maintenance of the canines off duty over and above that which was being privately provided to the canines prior to this assignment as pet(s) of the employee; however, the County may, but is not required to, request training of the employee and/or canine(s) to be conducted during working hours.

2. This Agreement shall terminate on July 24, 2026.

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FOR THE COUNTY

Joseph Carruesco Director of Human Resources Or Designee

Date:_____

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Board of Supervisors

Chair, Board of Supervisors
Date:

FOR THE UNION

Shannon Starr Business Representative Or Designee

Date:_____

ATTEST: Kim Dawson Clerk of the Board of Supervisor

By: Deputy Clerk
Date: