

December 18, 2024

Payden Martin, Business Representative
Stationary Engineers, Local 39
1620 North Market Boulevard
Sacramento, California 95834

Email: pmartin@local39.org

**Re: Letter of Understanding – Recruitment and Retention Bonuses for
Select L39 Classifications Within Urban Forestry**

Dear Mr. Martin:

This Letter of Understanding (“LOU”) memorializes the agreement between the City of Sacramento (“City”) and Stationary Engineers, Local 39 (“Union”), regarding the above referenced matter.

Specifically, the agreement is as follows:

1. This LOU applies to the following:
 - a. Rep 03 classifications:
 - i. Tree Pruner Trainee
 - ii. Tree Pruner I
 - iii. Tree Pruner II
 - iv. Senior Tree Pruner
 - v. Tree Maintenance Worker Trainee
 - vi. Tree Maintenance Worker
 - vii. Senior Tree Maintenance Worker
 - b. Rep 15 classifications:
 - i. Tree Pruner Supervisor
 - ii. Tree Maintenance Supervisor
 - c. Rep 17 classifications:
 - i. Arborist

2. NEW HIRE RECRUITMENT AND RETENTION BONUS

- a. Employees who are hired, rehired, reemployed, promoted, demoted, or otherwise transferred into a classification listed in Paragraph 1, who commence work in that classification between December 28, 2024, through

June 27, 2025, inclusive, and who are required to complete a probationary period in that classification, shall be eligible to receive a one-time recruitment and retention bonus of up to \$1,000 (less customary and applicable deductions) as described below:

- i. A \$200 recruitment bonus to be paid on the paycheck representing the employee's first full pay period in the qualifying classification. Only current employees who are on active payroll and in a classification listed in Paragraph 1 on the date the payment is made shall receive this \$200 recruitment bonus.
 - ii. A \$300 payment to be made on the paycheck representing the first full pay period after the employee has completed 1,040 regular hours in a classification listed in Paragraph 1. Only current employees who are on active payroll and in a classification listed in Paragraph 1 on the date the payment is made shall receive this \$300 retention bonus.
 - iii. A \$500 payment to be made on the paycheck representing the first full pay period after the eligible employee has successfully completed their probationary period of 2,080 regular hours in a classification listed in Paragraph 1. In the event the employee's probationary period is extended, the employee shall be eligible for this \$500 retention bonus upon successful completion of probation.
- b. No eligible employee shall receive more than \$1,000 as a result of this LOU. For example:
- i. Employees who receive a recruitment and/or retention bonus under this LOU, and subsequently promote, demote, or otherwise transfer to another classification listed in Paragraph 1, remain eligible to continue to receive unpaid retention bonus monies, but under no circumstance shall they receive more than \$1,000.
 - ii. Employees who receive a retention bonus under this LOU and either separate service or subsequently promote, demote, or otherwise transfer to another classification not listed in Paragraph 1, and then return to a classification in Paragraph 1, forfeit any right to any unpaid

recruitment and retention bonus which would have been made pursuant to this LOU.

iii. Notwithstanding subparagraph ii, above, employees who receive a recruitment and/or retention bonus under this LOU and who are subsequently displaced from classification listed in Paragraph 1 due to layoff or involuntary demotion resulting from being “bumped” out of a position, remain eligible for any unpaid recruitment and/or retention bonus up to a total of \$1,000, subject to the terms of this LOU, in the event they return to a classification listed in Paragraph 1.

c. Employees who are hired, rehired, reemployed, promoted, demoted, or otherwise transferred into a classification listed in Paragraph 1, who commence work in that classification between December 28, 2024, through June 27, 2025, inclusive, and who are required to complete a probationary period in that classification shall be placed at top salary step.

3. EXISTING EMPLOYEE ACCELERATED SALARY STEP INCREASE & RETENTION BONUS

a. Accelerated Salary Step Increase. Within sixty (60) calendar days of the effective date of this Agreement, employees hired prior to December 28, 2024, in one of the classifications listed in Paragraph 1, and who are not currently at the top salary step, shall be advanced to top salary step. Employees who receive an accelerated salary step increase, pursuant to this Letter of Understanding, shall maintain their anniversary date.

b. One-Time Cash Payment. Within sixty (60) calendar days of the effective date of this Agreement, employees hired prior to December 28, 2024, in one of the classifications listed in Paragraph 1, and who are currently at top salary step, shall receive a one-time cash payment equivalent to five percent (5%) percent of their base annual rate of pay, less normal and customary payroll deductions.

c. Only current employees who are on active payroll and in a classification listed in Paragraph 1 on the date the payment is made shall receive an accelerated salary step increase or retention bonus.

- d. Eligible employees shall either receive an accelerated salary step increase as provided in Paragraph a., or a one-time cash payment as provided in paragraph b. In no event shall an employee receive both.
4. During the term of this LOU, the parties shall meet every nine (9) months to discuss the effectiveness of this Agreement and options to reduce the reliance on service contracts in Urban Forestry. Absent mutual agreement, the status quo in effect as of December 2024 will continue.
5. When staffing levels in Urban Forestry reach an aggregated total of eighty percent (80%) filled, the parties shall meet and discuss alternative work schedules. Absent mutual agreement, the status quo will continue.
6. This LOU terminates on June 28, 2025. However, the City may, at its sole discretion, extend the Recruitment and Retention Bonuses described in this LOU, in increments of up-to one hundred eighty (180) calendar days by providing written notice to the Union no later than fourteen (14) calendar days prior to the LOU's scheduled expiration. Any notice of extension to the Union will include the extended date of expiration.

This LOU becomes effective upon the date of the last signature below.

This LOU does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Rules and Regulations of the Civil Service Board, or any applicable policies and procedures of the City of Sacramento except as expressly stated herein.

This LOU memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein and supersedes and replaces all prior negotiations, proposed discussion, whether written or oral.

If this is your understanding of the agreement reached, please sign as indicated below.

Sincerely,



[Kimberly Rhodes \(Dec 18, 2024 19:04 PST\)](#)


Kimberly Rhodes 12/18/2024
Labor Relations Officer

[signatures continued on following page]


FOR THE CITY


Howard Chan (Dec 20, 2024 11:21 PST)

Howard Chan 12/20/2024
City Manager


Aaron Donato (Dec 19, 2024 11:45 PST)

Aaron Donato on behalf of 12/19/2024
Shelley Banks-Robinson
Human Resources Director


Aaron Donato (Dec 19, 2024 11:45 PST)

Aaron Donato 12/19/2024
Labor Relations Manager


FOR THE UNION


Tim Eggen
Business Manager

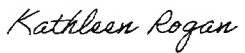

Jeff Gladioux
President


Brandy Johnson
Director of Public Employees


Amanda Skibby
Business Representative


Payden Martin
Business Representative

APPROVED AS TO FORM:


Kathleen T. Rogan 12/19/2024
Senior Deputy City Attorney