

July 5, 2024

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

Amanda Skibby
Stationary Engineers, Local 39
1620 North Market Boulevard
Sacramento, California 95834

RE: Letter of Understanding – Parking Enforcement Recruitment & Retention Bonuses

This Letter of Understanding (LOU) confirms the agreement reached between the City of Sacramento (City) and the Stationary Engineers, Local 39 (L39), regarding the above referenced matter.

Specifically, the agreement is as follows:

1. This LOU applies to the following Rep 03 classifications:
 - a. Parking Enforcement Officer
 - b. Parking Lot Attendant
 - c. Parking Meter Coin Collector
 - d. Parking Meter Repair Worker
 - e. Senior Parking Enforcement Officer¹
 - f. Senior Parking Lot Attendant

2. This LOU applies to the following Rep 15 classifications:
 - a. Parking Enforcement Supervisor
 - b. Parking Facilities Maintenance Supervisor
 - c. Parking Lot Supervisor
 - d. Parking Meter Collection Supervisor
 - e. Senior Parking Lot Supervisor

3. Employees who are hired, rehired, reemployed, promoted, demoted, or otherwise transferred into a classification listed in either Paragraph 1 or Paragraph 2, who commence work in that classification between July 27, 2024, through July 25, 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 \$5,000 (less customary and applicable deductions) as described below:

¹ To be included upon establishment of the classification.

- a. A \$1,500 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 payroll on the date the payment is made shall receive this \$1,500 recruitment bonus.
 - b. A \$1,000 payment to be made on the paycheck representing the first full pay period after the employee has successfully completed their probationary period of 1,040 regular hours in a classification listed in either Paragraph 1 or Paragraph 2. In the event the employee's probationary period is extended, the employee shall be eligible for this \$1,000 retention bonus upon successful completion of probation. Only current employees who are on payroll on the date the payment is made shall receive this \$1,000 retention bonus. Consistent with the Rules and Regulations of the Civil Service Board, Rule 7.3 (Duration of Probationary Period), employees in permanent part-time positions shall serve the probationary period on the basis of a full-time equivalent. This means that employees in permanent part-time positions shall not be eligible for this payment until they have worked 1,040 regular hours.
 - c. A \$2,500 payment to be made on the paycheck representing the first full pay period after the eligible employee completes 2,080 regular hours in a classification listed in either Paragraph 1 or Paragraph 2. Only current employees who are on payroll on the date the payment is made shall receive this \$2,500 retention bonus. Employees in permanent part-time positions shall not be eligible for this payment until they have worked 2,080 regular hours.
4. Employees who are on the active payroll in one of the classifications listed in either Paragraph 1 or Paragraph 2 prior to July 27, 2024, shall be eligible to receive a one-time retention bonus of up to \$5,000 (less customary and applicable deductions) as described below:
- a. A \$2,500 payment to be made within sixty (60) calendar days of the effective date of this LOU. Only current employees who are on payroll on the date the payment is made shall receive this \$2,500 retention bonus.
 - b. A \$2,500 payment to be made on August 5, 2025. Only current employees who are on payroll on the date the payment is made shall receive this \$2,500 retention bonus.
5. No employee shall receive more than \$5,000 as a result of this LOU. For example:
- a. Employees who receive a recruitment and/or retention bonus under this LOU, and subsequently promote, demote, or otherwise transfer to another classification listed in either Paragraph 1 or Paragraph 2, remain eligible to continue to receive unpaid retention bonus monies, but under no circumstance shall they receive more than \$5,000 total.
 - b. 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 either Paragraph 1 or Paragraph 2, and then return to a classification listed in either Paragraph 1 or Paragraph 2, forfeit any right to any unpaid recruitment and retention bonus which would have been made pursuant to this LOU.

- c. Notwithstanding subparagraph b, above, employees who receive a recruitment and/or retention bonus under this LOU and who are subsequently displaced from classifications listed in either Paragraph 1 or Paragraph 2 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 \$5,000, subject to the terms of this LOU, in the event they return to a classification listed in either Paragraph 1 or Paragraph 2.

6. This LOU terminates on August 8, 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

Kimberly Rhodes
Labor Relations Officer

Jul 9, 2024

[Signatures on Following Page]

FOR THE CITY


Howard Chan (Jul 9, 2024 17:25 PDT)

Jul 9, 2024

Howard Chan
City Manager


Shelley Banks-Robinson (Jul 9, 2024 12:30 PDT)

Jul 9, 2024

Shelley Banks-Robinson
Human Resources Director



Aaron Donato (Jul 9, 2024 12:20 PDT)

Jul 9, 2024

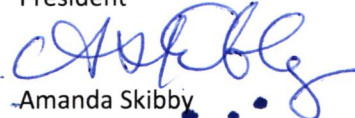
Aaron Donato
Labor Relations Manager

FOR THE UNION


Tim Eggan
Business Manager



Jeff Gladieux
President


Brandy Johnson
Director of Public Employees


Amanda Skibby
Business Representative


Payden Martin
Business Representative

APPROVED AS TO FORM:



Kathleen T. Rogan
Senior Deputy City Attorney

Jul 9, 2024