

August 21, 2025

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

Email: pmartin@local39.org

Re: Extension of 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. The Department of Public Works, Urban Forestry Division, shall extend the Recruitment and Retention Bonuses for Select L39 Classifications within Urban Forestry through December 25, 2025.
- 2. 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

3. 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 December 25, 2025, inclusive, and who are required to complete a probationary period in that classification, shall be eligible to receive a onetime 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.

Letter of Understanding – Extension of Recruitment and Retention Bonuses for Select L39 Classifications Within Urban Forestry Page **3** of **5**

- 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 subsequently 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 a 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 December 25, 2025, inclusive, and who are required to complete a probationary period in that classification shall be placed at top salary step.
- Upon execution of this agreement by the City and Local 39, the December 18, 2024, LOU titled "Recruitment and Retention Bonuses for Select L39 Classifications Within Urban Forestry," shall terminate and be replaced with this LOU.
- 5. 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.
- 6. When staffing levels in Urban Forestry reach an aggregate total of eighty percent (80%) filled, the parties shall meet and discuss alternative work schedules. Absent mutual agreement, the status quo will continue.
- 7. This LOU terminates on December 25, 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

Letter of Understanding - Extension of Recruitment and Retension Bonuses for Select L39 Classifications Within Urban Forestry Page 4 of 5

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 (Aug 21, 2025 15:39:06 PDT)

Kimberly Rhodes

08/21/2025

Labor Relations Officer

FOR THE CITY

Leyne Milstein (Aug 22, 2025 13:26:52 PDT)

Leyne Milstein

08/22/2025

Interim City Manager

Shelley Banks-Robinson (Aug 21, 2025 18:56:18 PDT)

Shelley Banks-Robinson

08/21/2025

Director of Human Resources

Aaron Donato

Labor Relations Manager

o (Aug 21, 2025 18:00:38 PDT)

08/21/2025

FOR THE UNION

Tim Egger

Business Manager

Jeff Gladieux

President

[Signatures continued on following page]

Letter of Understanding – Extension of Recruitment and Retention Bonuses for Select L39 Classifications Within Urban Forestry Page **5** of **5**

Brandy Johnson

Director of Public Employees

Amanda Skibby

Business Representative

Payden Martin

Business Representative

APPROVED AS TO FORM:

Kathleen Rogan

Kathleen T. Rogan Senior Deputy City Attorney

08/21/2025