

April 18, 2025

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

Re: Letter of Understanding – New Hire Orientations

Dear Mr. Martin:

This is to confirm the agreement reached between the City of Sacramento ("City") and Stationary Engineers Local 39, Plant Operators, ("Union"), regarding the above referenced matter.

The agreement is as follows:

4.6 NEW EMPLOYEE ORIENTATION

- a. Unless otherwise agreed in advance, Union Business Representatives, or their designees, shall be provided up to fifteen (15) minutes to attend the City's regularly scheduled new-employee orientations so that they may provide information about the Union and the labor agreement.

The new-employee orientation schedule, and the reserved fifteen (15) minutes of time for the Union's representative(s) to attend, shall be established by the City and provided to the Union. The City shall make a reasonable effort to provide the Union with at least forty-eight (48) hours' notice of changes to the regular schedule.

- b. The Union shall be permitted to have one (1) Union steward attend the new employee orientation so long as their absence from their assignment does not unduly disrupt the operation of the City and the steward obtains their supervisor's authorization. The steward shall be on City-paid Union release time for up to one (1) hour of regular time; release time shall not create an overtime obligation.

The Union may have only one (1) steward on City-paid release time regardless of the Unit they are in (i.e., Miscellaneous, Plant Operators, General Supervisors).

The City may terminate section 4.6(b) by providing written notice to the Union within thirty (30) calendar days of the expiration of this Agreement.

~~c. Within ninety (90) days of adoption of this Agreement, at the Union's written request, the City and the Union agree to meet and discuss new employee orientations. Absent agreement, the City's current new employee orientation process shall remain.~~

c. When new-employee orientations occur virtually, the City will automatically include the Union Business Representative on the meeting invitation, so that a representative may attend consistent with subsections a and b, above. It is the Union's responsibility to pre-designate the Union Business Representative contact to the City.

1. If a Union Business Representative is not available to attend the virtual new-employee orientation, the Union Business Representative may contact the employee and the employee's department management to schedule a thirty (30) minute meeting with the employee. The meeting shall be either in-person at the employee's primary physical City work location or if that is not practical, may be virtual.

2. This meeting shall occur within the first thirty (30) calendar days of employment and shall be scheduled within seven (7) calendar days of the Union's request on a date and time that is mutually agreed upon between the City and the Union Business Representative.

3. During the meeting, the employee shall be released from their regular duties. The meeting shall occur during the employee's normally scheduled work shift and without loss of compensation to the employee, however in no circumstance will the meeting take place on overtime.

4. The City may terminate section 4.6(c) by providing written notice to the Union within thirty (30) calendar days of the expiration of this Agreement.

The agreement in this case does not establish a precedent, nor does it interpret any employee rights under the language of the Agreement, the Rules and Regulations of the Civil Service Board or any applicable policies and procedures of the Department of Human Resources, or the City of Sacramento.

This Agreement 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,

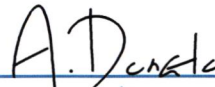


Amber Foster
Labor Relations Officer

AGREED TO FOR THE CITY:



Shelley Banks-Robinson
Director of Human Resources



Aaron Donato (Apr 23, 2025 20:08 PDT)

Aaron Donato
Labor Relations Manager

AGREED TO FOR THE UNION:



Tim Eggen
Business Manager



Jeff Gladiux
President



Brandy Johnson
Director of Public Employees



Payden Martin
Business Representative, Local 39

5/6/25

APPROVED AS TO FORM:



Brett Witter (Apr 24, 2025 12:54 PDT)

Brett M. Witter
Assistant City Attorney