

May 4, 2018

Laura Trapp  
Business Representative  
Stationary Engineers, Local 39  
1620 North Market Boulevard  
Sacramento CA 95834

**RE: Parking Services, Career Flex Trial Program/One-year Extension**

This letter confirms the agreement reached between the City of Sacramento ("City") and the International Union of Operating Engineers, Stationary Engineers, Local 39 ("Union") in reference to an extension of the trial Career Flex program in the Parking Services Division of the Department of Public Works.

Specifically, it is agreed as follows:

1. Upon execution by the City and the Union, the September 26, 2017, Letter of Understanding (LOU) titled "Parking Services, Career Flex Program/One-year Extension," shall terminate and be replaced with this LOU.
2. The Parking Services Division shall extend a trial Career Flex program through June 21, 2019.
3. Current Non-Career Parking Enforcement Officers and Non-Career Parking Lot Attendants shall maintain a permanent twenty (20) hour schedule with the option to flex an additional twenty (20) hours during a workweek.
4. With respect to scheduling the optional twenty (20) hours, the program does not require the City of Sacramento to provide a 10-day notice as currently required in Article 9.1(d) of the Miscellaneous Labor Agreement.
5. Newly hired employees in the aforementioned classifications in item #2 will be classified as Career Flex employees and receive benefits based on work hours, pursuant to the Memorandum of Understanding (MOU). Hours worked, and the corresponding benefit contributions will be reviewed quarterly to ensure MOU compliance.
6. Management will continue to make every effort to accommodate shift preferences and previously approved vacation/time off requests during the extended trial period.

7. It is the parties' intent not to reduce the number of current full-time positions into part-time positions, but rather, maintain full-time positions taking business needs into consideration.
8. If either party wishes to terminate this agreement, a meet and confer regarding the operational impacts shall take place.

This agreement 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 Public Works Department or the City of Sacramento except as expressly stated herein.

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 discussions, whether written or oral.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one original to Labor Relations. I have enclosed an additional original for your files.

Sincerely,



Mary Lota  
Labor Relations Officer

APPROVED:



Aaron Donato  
Acting Labor Relations Manager

APPROVED:



Shelley Banks-Robinson  
Director, Human Resources

AGREED TO:



Steve Crouch  
Director of Public Employees, Local 39

AGREED TO:



Laura Trapp  
Business Representative, Local 39

Approved as to form:



Brett M. Witter  
Supervising Deputy City Attorney