

September 3, 2025

Heather Hoekstra, President
Sacramento Exempt Employees Association
1017 L Street #503
Sacramento, California 95814

David L. Kruckenberg, Counsel
Messing, Adam, and Jasmine LLP
980 9th Street #380
Sacramento, California 95814

**RE: Letter of Understanding – Removal of Fire Assistant Chief and Fire Marshal
Classifications from Rep Unit 01**

Dear Ms. Hoekstra and Mr. Kruckenberg:

This Letter of Understanding (LOU) confirms the agreement reached between the City of Sacramento (City) and the Sacramento City Exempt Employees Association (SCXEA) regarding the above-referenced matter.

Specifically, the agreement is as follows:

1. The Employer-Employee Relations Policy will be amended to remove the classifications of Fire Assistant Chief and Fire Marshal from Represented Unit 01, which are represented by the Sacramento City Exempt Employees Association (SCXEA), and the classifications will be added to Executive Management Unrepresented Unit 20. Classifications in both Unit 01 and Unit 20 are FLSA and Civil Service Exempt/At-Will Classifications.
2. The Letter of Understanding dated October 16, 2024, concerning the Fire Assistant Chief Shift Command, will not be incorporated into the Memorandum of Understanding (MOU) between the City of Sacramento and SCXEA.
3. The SCXEA MOU will no longer apply to the classifications of Fire Assistant Chief and Fire Marshal effective the beginning of the pay period following City Council approval of:
 - a. The Unit changes in the Employer-Employee Relations Policy, as referenced in #1, above; and

- b. The Personnel Resolution Covering Unrepresented Officers and Employees including language applicable to Fire Assistant Chief and Fire Marshal classifications.
- 4. Upon the occurrence of the events referenced in Section 3 a. and 3 b., above, the following subsections of the current SCXEA MOU will be immediately inoperable and will be stricken from any successor agreement:
 - a. 9.1 a (2)
 - b. 9.1 a (3)(a)
 - c. 10.5
 - d. 12.1 k
 - e. 18.12
- 5. Upon the occurrence of the events referenced in Section 3 a. and 3 b., above, sections 13.1 and 17.5 of the SCXEA MOU are deemed amended as follows, and the following amendments will be incorporated into any successor agreement:

13.1 POLICE ~~AND FIRE~~ UNIFORM ALLOWANCE

- a. Safety management personnel employed in the Police Department shall receive a uniform allowance of thirty-five dollars (\$35.00) bi-weekly for the purchase of regulation items of uniform that the Police Department requires to be worn as a condition of employment.

~~b. Safety management personnel employed in the Fire Department shall receive a uniform allowance of thirty-five dollars (\$35.00) bi-weekly for the purchase of regulation items of uniform that the Fire Department requires to be worn as a condition of employment.~~

- ~~e.~~b. The Police Department Public Safety Communications Manager (Civilian) shall receive a uniform allowance of twenty-two dollars (\$22.00) bi-weekly for the purchase of regulation items of uniform

that the Police Department requires to be worn as a condition of employment.

~~d.c.~~ The Administrative Officer assigned to the Police Department Records Division Manager (Civilian) shall receive a uniform allowance of twenty dollars (\$20.00) bi-weekly for the purchase of regulation items of uniform that the Police Department requires to be worn as a condition of employment.

17.5 DISCIPLINE IMPOSITION AND TOLLING PERIODS

In all disciplinary matters, the City shall issue a letter of intent to discipline within 365 days from the date of discovery of the misconduct by a person authorized to initiate an investigation of the misconduct. The time limitations shall be extended if any of the conditions referenced within the Public Safety Officers Procedural Bill of Rights (POBR) ~~or Firefighters Procedural Bill of Rights (FFBOR)~~ exist during the 365-day period.

This agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreement, the Rules and Regulations of the Civil Service Board, the Personnel Resolution Covering Unrepresented Officers and Employee, or any applicable policies and procedures of the City of Sacramento except as expressly stated herein.

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

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

Sincerely,

Leslie Wisniewski

Leslie Wisniewski 09/03/2025
Labor Relations Officer

(Signatures on Following Page)

APPROVED FOR THE CITY:



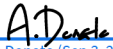
Leyne Milstein (Sep 8, 2025 14:12:32 PDT)

Leyne Milstein 09/08/2025
Interim City Manager



Shelley Banks-Robinson (Sep 3, 2025 13:12:49 PDT)

Shelley Banks-Robinson 09/03/2025
Director of Human Resources




Aaron Donato (Sep 3, 2025 13:23:12 PDT)

Aaron Donato 09/03/2025
Labor Relations Manager

APPROVED FOR SCXEA:



David L. Kruckenberg 09/08/2025
Counsel



Heather Hoekstra (Sep 11, 2025 15:16:29 PDT)

Heather Hoekstra 09/11/2025
President

Approved as to form:



Brett Witter (Sep 8, 2025 09:32:24 PDT)

Brett M. Witter 09/08/2025
Assistant City Attorney