

June 10, 2026

Dustin Smith, President  
Sacramento Police Officers Association  
550 Bercut Drive  
Sacramento, California 95811

**Re: Letter of Understanding – Supplemental Employment Assignment  
Transition Time**

Dear Mr. Smith:

This Letter of Understanding (LOU) confirms the agreement reached between the City of Sacramento (“City”) and the Sacramento Police Officers Association (“SPOA”), collectively referred to as “the Parties,” regarding the above-referenced matter.

Specifically, the agreement is as follows:

- 1) The Parties recognize that supplemental employment assignments frequently require employees to travel to the site of the supplemental employment or to other locations to obtain necessary equipment and vehicles to perform the assigned services.
- 2) Effective July 1, 2026, an employee who works a supplemental employment assignment pursuant to Article 18 of the Memorandum of Understanding between the City and SPOA (“Police-Related Supplemental Employment”) shall receive up to one (1) additional hour of compensation at the applicable supplemental employment rate for assignment transition time associated with that assignment.
- 3) Eligible employees shall receive up to one (1) additional hour of compensation per qualifying supplemental employment assignment, consisting of thirty (30) minutes for preparatory, deployment, or related incidental activities before the assignment, and thirty (30) minutes for concluding, return, or related incidental activities after the assignment, regardless of the actual amount of time spent on such activities.
- 4) An employee who reports for and performs a qualifying supplemental employment assignment shall receive the thirty (30) minutes of compensation associated with preparatory, deployment, or related incidental activities before the assignment. The additional thirty (30) minutes associated with concluding, return, or related incidental activities after the assignment shall be paid only where the employee completes the assignment. The additional hour described in paragraphs 2 and 3 shall

be paid once for each qualifying supplemental employment assignment, including where an employee works more than one qualifying supplemental employment assignment on the same date. However, where an employee works consecutive supplemental employment assignments at the same location or event on the same day, the assignments shall be treated as a single continuous assignment for purposes of the additional hour.

- 5) Except as expressly modified by this LOU, all existing Department rules, General Orders, procedures, and management rights relating to supplemental employment shall remain in full force and effect.
- 6) This LOU shall not apply to employees who are classified by CalPERS as a retiree or a retired annuitant. This LOU is also limited to supplemental employment assignments made under Article 18 of the Memorandum of Understanding (MOU) and shall not establish a precedent regarding compensation for any other form of off-duty work, regular duty assignment, or FLSA treatment outside of the supplemental employment program.
- 7) If any provision of this LOU, or its application, is found invalid, unlawful, or unenforceable by a final decision of a court of competent jurisdiction or other tribunal with lawful authority, that provision shall be ineffective only to the extent required by the decision, and the remainder of this LOU shall remain in full force and effect to the fullest extent permitted by law. Upon request of either party, the City and SPOA shall promptly meet and confer regarding any replacement, revision, or amendment necessary to address the affected provision(s). Pending completion of such bargaining, the City may implement those changes necessary to comply with the legal ruling and applicable law. Nothing in this LOU shall be construed to require the City to continue a compensation structure that depends on contractor, vendor, permittee, or sponsor funding where a final legal ruling prohibits or materially restricts the City's ability to recover those costs, unless and until the Parties reach a successor agreement.

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 Employees, 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 the 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,



06/26/2026

Christen Snyder

Labor Relations Officer

**APPROVED FOR THE CITY:**



06/26/2026

Maraskeshia Smith

City Manager



06/26/2026

Leyne Milstein

Assistant City Manager



06/26/2026

Aaron Donato

Labor Relations Manager

**APPROVED FOR SPOA:**



06/27/2026

Dustin Smith

SPOA President



07/03/2026

David E. Mastagni

Counsel

**Approved as to form:**



06/26/2026

Brett M. Witter

Chief Assistant City Attorney