



July 10, 2026

Sent via Electronic Mail Only

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

Jason H. Jasmine, Counsel
Messing, Adam, and Jasmine LLP
2150 River Plaza Drive, Suite 140
Sacramento, California 95833

Email: president@scxea.org, jason@majlabor.com

Re: Letter of Understanding – SCXEA Fact Finding Interviews

Dear Ms. Hoekstra and Mr. Jasmine:

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

Specifically, the agreement is as follows:

1. Except as articulated in Paragraph 2 below, to allow for meaningful representation, the City shall provide each civilian, non-sworn employee in a classification represented by SCXEA with written notice of their fact-finding interview where they are the subject of an administrative investigation. This notice will be provided reasonably prior to the time of the interview. The notice shall include a summary sufficient to provide a basic understanding of the nature of the investigation and the conduct being investigated, including the applicable timeframe(s).
2. The Parties acknowledge that limited initial notice may be acceptable in certain emergency circumstances, or in non-emergency administrative investigations where the nature of the investigation may require limited initial notice in order to preserve the integrity of the investigation and/or to prevent potential acts of retaliation. In these circumstances, the initial notice provided to civilian, non-sworn SCXEA-

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represented employees need not contain a detailed summary of the conduct being investigated. However, in no event shall an administrative interview of the subject of the investigation begin without an explanation of the nature of the conduct being investigated in oral consultation prior to the interview, and the employee being provided an opportunity to consult with their chosen representative before the interview begins.

3. In instances articulated in Paragraph 2 above, the Association may request a consultation with the City to obtain additional information if it believes the notice lacks sufficient information. However, as to civilian, non-sworn personnel, the City shall retain sole discretion to determine whether to disclose additional information and the extent of that disclosure in the initial notice. Such decisions shall not be subject to the grievance process or any other form of administrative appeal. However, nothing in this LOU will act as a waiver of the right to file an Unfair Labor Practice Charge for failure to follow the MMBA regarding violations of the right to representation. Additionally, violations of this LOU may be subject to the grievance procedure.
4. Sworn personnel shall be given notice in a manner consistent with the Public Safety Officer's Procedural Bill of Rights Act or the Firefighter's Procedural Bill of Rights Act, as applicable.

This agreement does not establish 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 Department of Human Resources 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.

Sincerely,



Chee Khang Jul 10, 2026
Labor Relations Officer

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FOR THE CITY:

AGREED TO:


[Maraskeshia Smith \(Jul 13, 2026 08:22:39 PDT\)](#)

Maraskeshia Smith Jul 13, 2026
City Manager

AGREED TO:


[Leyne Milstein \(Jul 14, 2026 10:56:11 PDT\)](#)

Leyne Milstein Jul 14, 2026
Assistant City Manager

AGREED TO:


[Aaron Donato \(Jul 10, 2026 16:46:37 PDT\)](#)

Aaron Donato Jul 10, 2026
Labor Relations Manager

FOR THE UNION:

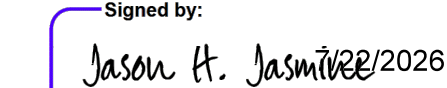
AGREED TO:

Signed by:

[Heather Hockstra \(Jul 24, 2026 15:49:15 PDT\)](#)

Heather Hockstra
President

AGREED TO:

Signed by:

[Jason H. Jasmine \(Jul 22, 2026 15:45:57 PDT\)](#)

Jason H. Jasmine
Counsel

APPROVED AS TO FORM:


[Brett Witter \(Jul 10, 2026 15:14:17 PDT\)](#)

Brett M. Witter Jul 10, 2026
Assistant City Attorney