

May 20, 2025

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

David Kruckenberg, Attorney  
Messing Adam & Jasmine LLP  
2150 River Plaza Drive, Suite 140  
Sacramento, California 95833

**Re: Letter of Understanding – Add/Delete Position Process**

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) (collectively, the Parties) regarding the above-referenced matter.

Specifically, the Agreement is as follows:

1. The City uses an add/delete process when specific work is needed but there is no appropriate classification available in a department's budgeted positions to perform the work. In such cases, the department may request the addition of a new position, typically through the budget process, and concurrently delete an existing position to maintain position control. This allows the department to hire or appoint an employee, who may be the incumbent of the position being deleted, who meets the qualifications of the new classification that better aligns with the required work.

An add/delete is distinct from a **reallocation**, which is defined and governed by Rule 3 of the Rules and Regulations of the Civil Service Board. A reallocation occurs when an incumbent is already employed in a position but is found to be performing duties that are significantly outside the scope of their current classification. In that case, the position is reallocated/reclassified to a more appropriate classification that reflects the actual work being performed, and the incumbent is placed into the reclassified position if they meet the minimum qualifications.


2. When the City intends to use the add/delete process to move an incumbent employee into a newly created position, the City shall provide SCXEA with a minimum of ten (10) calendar days' written notice.
3. During this notice period, SCXEA may request to meet and confer over the impacts of the proposed change by the employee's position being deleted and the employee being placed in the added position.
4. SCXEA's failure to respond during the ten (10) day notice period shall be deemed a clear and unmistakable waiver of its right to meet and confer.
5. This LOU and process do not apply to the add/delete process if an existing employee is not affected.

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, 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,


  
\_\_\_\_\_  
Aaron Donato (Jun 18, 2025 16:32 PDT)

Aaron Donato Jun 18, 2025  
Labor Relations Manager

**AGREED TO FOR THE CITY:**

  
\_\_\_\_\_  
Leyne Milstein (Jun 24, 2025 10:22 PDT)

Leyne Milstein Jun 24, 2025  
Interim City Manager

  
\_\_\_\_\_  
Shelley Banks-Robinson (Jun 18, 2025 16:56 PDT)  
Shelley Banks-Robinson Jun 18, 2025  
Director of Human Resources

[signatures continued on following page]

**AGREED TO FOR THE ASSOCIATION:**

*Heather Hoekstra*  
Heather Hoekstra (Jun 24, 2025 13:48 PDT)

Heather Hoekstra  
President SCXEA

Jun 24, 2025



David Kruckenberg  
Counsel for SCXEA

Jun 24, 2025

Approved as to form:

*Kathleen Rogan*

Kathleen T. Rogan  
Senior Deputy City Attorney

Jun 18, 2025