

October 16, 2024

Sent via Electronic Mail Only

Heather Hoekstra, President
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 – Fire Assistant Chief Shift Command

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. This LOU is making an amendment to existing language of the Memorandum of Understanding between the Parties.

Specifically, the Agreement is as follows:

ARTICLE 10 – HOURS OF WORK

This Section applies to Assistant Fire Chief classification in the Fire Department assigned to Shift Command.

NOTE: This new Section 10.11 may be re-numbered when inserted into the labor agreement during the next round of negotiations.

10.11. Work Schedules for Fire Assistant Chiefs Assigned to Shift Command

a. Shift Command Assistant Chiefs

Three (3) Fire Assistant Chiefs will be assigned to Shift Command and shall be subject to the terms contained within this Section. With the exception of (e), below, nothing in this Section shall apply to other Fire Assistant Chiefs who are assigned to temporarily cover any portion or all of a Shift Command shift.

b. Daily Hour Value

Upon the transfer from another non-Shift Command assignment to Shift Command, the Fire Assistant Chief's leave banks will be adjusted to reflect 11.2 hours for each eight (8) hours in the existing leave bank. Upon transfer from Shift Command to another non-Shift Command Fire Assistant Chief assignment, the Fire Assistant Chief's leave bank will be adjusted to reflect eight (8) hours for each 11.2 hours in the existing leave bank. The conversion is completed by multiplying or dividing the current balances by the daily hour value of 1.4, depending on whether the employee is going from-or-to a shift command assignment.

c. Annual Anticipated Hours

The annual salary for Fire Assistant Chiefs assigned to Shift Command will not change, but the hourly rate is calculated based upon an anticipated 2,912 paid hours for each calendar year.

d. Schedule and Hours

Shifts for Fire Assistant Chiefs assigned to Shift Command shall begin at 7:00 a.m. and end at 7:00 a.m. the following morning. Fire Assistant Chiefs on Shift Command assignment will work a rotating schedule of two (2) consecutive 24-hour shifts followed by four (4) consecutive 24-hour days off duty. The duty schedule is as follows:

“X” denotes work day or duty shift

“O” denotes day off or shift off duty

X-X-O-O-O-O-X-X-O-O-O-O

Payroll records will correctly reflect the above work schedule of Fire Assistant Chiefs assigned to Shift Command commencing with the first pay period that begins after the effective date hereof. Example: A twenty-four (24) hour shift beginning at 7:00 a.m. on a Monday and ending at 7:00 a.m. on a Tuesday will show seventeen (17) hours on-duty time on Monday and seven (7) hours on-duty time on Tuesday.

e. FLSA Exemption and Fire Assistant Chief Coverage

- (1) Fire Assistant Chiefs are exempt from the provisions of the Fair Labor Standards Act (FLSA) and shall not be eligible to accrue compensating time off or earn overtime pay for time worked in excess of their schedule.
- (2) Notwithstanding the FLSA exemption described above, when a Fire Assistant Chief is required to work during their scheduled time off to fill the role of a Fire Assistant Chief on Shift Command due to a vacancy or absence, the Fire Assistant Chief who is filling in shall be compensated at their base hourly rate, and if eligible, the contractual longevity incentive described in this MOU for all hours worked on the additional Shift Command shift.

f. Vacation

Modify 12.2 (b) as follows:

- (1) Vacation allowance administration shall be in accordance with the Rules and Regulations of the Civil Service Board, unless an exception is authorized by the City Manager under appropriate circumstances. Employees may accumulate up to a cap of 480 vacation hours. Once the cap is reached, there shall be no further accrual until the balance falls below 480 hours.
- (2) Pursuant to the daily hour value conversion provided in Article 10.11(b), Fire Assistant Chiefs who are assigned to the Shift Command schedule may accumulate up to a cap of 672 vacation hours. Once the cap is reached, there shall be no further accrual until the balance falls below 672 hours. Fire Assistant Chiefs who are returning to a non-Shift Command schedule will have their vacation balances converted, using the method provided in Article 10.11(b) and limited to a maximum cap of up to 480 hours.

g. Holiday Hours for Assistant Fire Chief Assigned to Shift Command

- (1) In lieu of the recognized holidays identified in Article 12.1 (a), (Recognized Holidays), Fire Assistant Chiefs who are assigned to the Shift Command schedule shall be credited with holiday accrual at the rate of six (6) hours and thirty-two (32) minutes on the first two paychecks of each month. Employees may accumulate twenty-four

(24) hours of holiday leave, after which all remaining accruals shall be paid to the employee at the employee's base rate of pay, and if eligible, the contractual longevity incentive described in this MOU.

(2) Holiday hours shall be credited to an employee consistent with (g) (1) only while the employee is in paid status.

(3) Holiday hours shall be used to offset vacation time as follows:

- Employees earning ten (10) vacation days per year: Holiday Earned = 1:36/shift
- Employees earning fifteen (15) vacation days per year: Holiday Earned = 3:00/shift
- Employees earning twenty (20) vacation days per year: Holiday Earned = 1:36/shift
- Employees earning twenty (20) vacation days per year and who sell back one (1) week in lieu of vacation: Holiday Earned = 3:00/shift

(4) Fire Assistant Chiefs who are returning from a Shift Command schedule shall convert any accrued holiday hours in a manner consistent with Article 12.1 (k) described in this MOU.

Unless explicitly included in this Article all other provisions of the SCXEA contract for Assistant Fire Chief remain unchanged.

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,

Leslie Wisniewski

10/16/2024

Leslie Wisniewski
Labor Relations Officer

AGREED TO:



[Howard Chan \(Oct 21, 2024 14:56 PDT\)](#)

10/21/2024

Howard Chan
City Manager

AGREED TO:



Shelley Banks-Robinson
Director of Human Resources

10/16/2024

AGREED TO:



10/21/2024

Chris Costamagna
Fire Chief

AGREED TO:

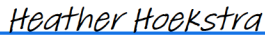


[Aaron Donato \(Oct 16, 2024 14:04 PDT\)](#)

10/16/2024

Aaron Donato
Labor Relations Manager

AGREED TO:



[Heather Hoekstra \(Oct 22, 2024 09:42 PDT\)](#)

10/22/2024

Heather Hoekstra
President SCXEA

AGREED TO



[David Kruckenberg \(Oct 22, 2024 11:04 PDT\)](#)

10/22/2024

David Kruckenberg
Counsel for SCXEA

APPROVED AS TO FORM:



[Brett Witter \(Oct 21, 2024 08:34 PDT\)](#)

Brett M. Witter 10/21/2024
Assistant City Attorney