

RESOLUTION NO. 2025-090

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
RATIFYING SIDE LETTERS TO THE MEMORANDUMS OF UNDERSTANDING
BETWEEN THE ELK GROVE POLICE OFFICERS' ASSOCIATION AND THE CITY
OF ELK GROVE EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2023
AND JULY 1, 2023, THROUGH JUNE 30, 2027**

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Elk Grove (City) and the Elk Grove Police Officers' Association (EGPOA) was effective July 1, 2023 and expires on June 30, 2027 and the MOU prior to that was effective July 1, 2021 through June 30, 2023; and

WHEREAS, both MOUs provide Education Incentive Pay under Article V.4 (Educational Incentive Pay) and Assignment Pay under Article V.5 (Assignment Pay).; and

WHEREAS, the City is responsible for ensuring compliance with Government Code section 20636 when reporting any item of special compensation to the California Public Employees' Retirement System (CalPERS), the California Code of Regulations section 571(b) for Classic CalPERS members, and CCR section 571.1(a) for PEPR CalPERS members; and

WHEREAS, during a recent routine compensation compliance review from CalPERS, the City was advised that certain MOU language in Article V.4 and Article V.5 pertaining to Educational Incentives, Peace Officer Standards and Training (POST) Incentives, and Special Assignment Pay Incentives must be revised and approved by the City Council to ensure the items are considered reportable as special compensation for all active and retired employees; and

WHEREAS, the City and EGPOA have met and conferred in good faith concerning these items and have agreed on the side letters attached as Exhibit A and Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby ratifies and approves the side letters to the Memorandums of Understanding between the Elk Grove Police Officers Association and the City of Elk Grove effective July 1, 2021, through June 30, 2023, and July 1, 2023, through June 30, 2027, attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by reference.


PASSED AND ADOPTED by the City Council of the City of Elk Grove this 28th day of May, 2025


BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:


JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:


JONATHAN P. HOBBS,
CITY ATTORNEY



**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF ELK GROVE (CITY) AND
THE ELK GROVE POLICE OFFICERS ASSOCIATION (ASSOCIATION)**

The City and the Association hereby agree that:

The language in the Memorandum of Understanding between the City and Association, effective July 1, 2021 through June 30, 2023 (Contract ref. C-21-532) ("MOU") under Section 4 (Education Incentive Pay) of Article V (Salary and Other Compensation) is hereby replaced, in its entirety, with the following provision:

4. Educational Pay

When an employee qualifies for one or more elements of Educational Pay, such additional compensation shall be based on the amount of the pay differential multiplied by the employee's salary step. Educational Pay shall not compound.

A. Police Officers and Police Sergeants shall be entitled to receive Educational Pay, as follows:

- (1) **Educational Incentive** - Paid to employees for completing educational degrees which enhance their ability to do their job. Employees seeking eligibility for Educational Incentive Pay must submit official documentation/proof verifying attainment of the required degree to the Human Resources Department. The Elk Grove Police Department Professional Standards Bureau may also submit the official documentation/proof to Human Resources on the employee's behalf. Upon receipt and verification of sufficient proof, the incentive pay shall become effective beginning the first full pay period thereafter. Payments will be paid periodically as earned, as follows:
 - a. Five percent (5%) for an Associate of Arts degree, Associate of Science degree or completion of 60 college units. Employees hired after July 1, 2009 shall not qualify for this pay differential.
 - b. Five percent (5%) for a Bachelor of Arts degree or Bachelor of Science degree.
 - c. Five percent (5%) for a Master of Arts degree or Master of Science degree. Employees hired after July 1, 2009 shall not qualify for this pay differential.
- (2) **Peace Officer Standard Training (POST) Certificate Pay** - Paid to employees who obtain Peace Officer Standard Training (POST) Certification. Employees seeking eligibility for POST Certificate Pay must submit official documentation/proof verifying attainment of the required Certificate to the Human Resources Department. The Elk Grove Police Department Professional Standards Bureau may also submit the

official documentation/proof to Human Resources on the employee's behalf. Upon receipt and verification of sufficient proof, the incentive pay shall become effective beginning the first full pay period thereafter. Payments will be paid periodically as earned, as follows:

- a. Five percent (5%) for an Intermediate POST certificate.
- b. Five percent (5%) for an Advanced POST certificate.
- c. Effective the first full pay period of July 2022, six percent (6%) for an Advanced POST certificate.

B. Non-sworn employees shall be entitled to receive Educational Pay or Paid Time Off ("PTO") based on the following:

(1) **Educational Incentive** - Paid to employees for completing educational degrees which enhance their ability to do their job. Employees seeking eligibility for Educational Incentive Pay must submit official documentation/proof verifying attainment of the required degree to the Human Resources Department. The Elk Grove Police Department Professional Standards Bureau may also submit the official documentation/proof to Human Resources on the employee's behalf. Upon receipt and verification of sufficient proof, the incentive pay shall become effective beginning the first full pay period thereafter. Payments will be paid periodically as earned, as follows:

- a. Five percent (5%) for a Bachelor of Arts degree or Bachelor of Science degree.

(2) **Educational Incentive for Peace Officer Standard Training (POST) Certificate Pay** – Paid to Dispatchers and Dispatch Supervisors who obtain Peace Officer Standard Training (POST) Certification, enhancing their ability to perform the job. Employees seeking eligibility for POST Certificate Pay must submit official documentation/proof verifying attainment of the required Certificate to the Human Resources Department. The Elk Grove Police Department Professional Standards Bureau may also submit the official documentation/proof to Human Resources on the employee's behalf. Upon receipt and verification of sufficient proof, the incentive pay shall become effective beginning the first full pay period thereafter. Payments will be paid periodically as earned, as follows:

- a. Two and a half percent (2.5%) for an Advanced POST certificate.
- b. Effective the first full pay period in July 2022, three and a half percent (3.5%) for an Advanced POST certificate.
- c. Two and a half percent (2.5%) for an Intermediate POST certificate.

(3) **Paid Time Off ("PTO")**. Twenty (20) hours of PTO shall be provided on the first full pay period in July of each year to Forensic Investigators and the Forensic Investigative Supervisor who possess a Latent Print Examiners certificate. The maximum accrual for these PTO hours is twenty (20). This item is not being reported to CalPERS and is not reportable to CalPERS.

- (4) All PTO hours earned under paragraph 3 above, shall be used prior to other leave balances and shall not be eligible for cash out except upon termination of employment.

The language in the MOU under Section 5 (Assignment Pay) of Article V (Salary and Other Compensation) is hereby replaced, in its entirety, with the following provision:

5. Special Assignment Pay

- A. **Police Liaison Premium:** Pursuant to a departmental selection process and with the final approval of the Police Chief, when an officer or Sergeant is assigned as a Public Information Officer/Liaison to the community, the employee shall receive a 5% Special Assignment Pay differential for all hours worked in the assignment. Police liaisons shall be routinely and consistently assigned to function as a liaison between special persons, groups or courts and the police department. Payments will be paid periodically as earned.
- B. **Motorcycle Patrol Premium:** Pursuant to a departmental selection process and with the final approval of the Police Chief, when an officer or Sergeant is assigned as a Motor Officer (Traffic), the employee shall receive a 5% Special Assignment Pay differential for all hours worked in the assignment. Motor officers shall be routinely and consistently assigned to operate and/or patrol on motorcycle. Payments will be paid periodically as earned.
- C. **Detective Division Premium:** Pursuant to a departmental selection process and with the final approval of the Police Chief, when an officer or Sergeant is assigned as a Detective, the employee shall receive a 5% Special Assignment Pay differential for all hours worked in the assignment. Detectives shall be routinely and consistently assigned to detective or investigative or intelligence duties. Payments will be paid periodically as earned.
- D. **Training Premium:** Pursuant to a departmental selection process and with the final approval of the Police Chief, when an Officer is assigned a trainee as a Field Training Officer (FTO), the employee shall receive a 7.5% Assignment Pay differential for all hours worked in the assignment (i.e., hours worked with the assigned trainee). In addition, the Police Chief may assign (at their sole discretion) one or more full time FTO's to the program. Full time FTO's will be routinely and consistently assigned to train employees. Payments will be paid periodically as earned.
- E. Special Assignment Pay shall be multiplied by the employee's salary step. Assignment Pay shall not be compounded. Assignment Pay shall be effective the beginning of the pay period after the Police Chief makes the assignment.
- F. This section shall not apply to "temporary" assignments. For purposes of this section, "temporary" shall mean assignments that are fifteen (15) consecutive days or less in duration.
- G. Reassignments may be made pursuant to the Elk Grove Police Department Policy 1004 Promotional and Transfer Policy.



**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF ELK GROVE (CITY) AND
THE ELK GROVE POLICE OFFICERS ASSOCIATION (ASSOCIATION)**

The City and the Association hereby agree that:

The language in the Memorandum of Understanding between the City and Association for the period July 1, 2023, through June 30, 2027 (Contract ref. C-23-364) (“MOU”) under Section 4 (Education Incentive Pay) of Article V (Salary and Other Compensation) is hereby replaced, in its entirety, with the following provision:

4. Educational Pay

When an employee qualifies for one or more elements of Educational Pay, such additional compensation shall be based on the amount of the pay differential multiplied by the employee’s salary step. Educational Pay shall not compound.

A. Police Officers and Police Sergeants shall be entitled to receive Educational Pay, as follows:

- (1) **Educational Incentive** - Paid to employees for completing educational degrees which enhance their ability to do their job. Employees seeking eligibility for Educational Incentive Pay must submit official documentation/proof verifying attainment of the required degree to the Human Resources Department. The Elk Grove Police Department Professional Standards Bureau may also submit the official documentation/proof to Human Resources on the employee’s behalf. Upon receipt and verification of sufficient proof, the incentive pay shall become effective beginning the first full pay period thereafter. Payments will be paid periodically as earned, as follows:
 - a. Five percent (5%) for an Associate of Arts degree, Associate of Science degree or completion of 60 college units. Employees hired after July 1, 2009 shall not qualify for this pay differential.
 - b. Five percent (5%) for a Bachelor of Arts degree or Bachelor of Science degree.
 - c. Five percent (5%) for a Master of Arts degree or Master of Science degree. Employees hired after July 1, 2009 shall not qualify for this pay differential.
- (2) **Peace Officer Standard Training (POST) Certificate Pay** - Paid to employees who obtain Peace Officer Standard Training (POST) Certification. Employees seeking eligibility for POST Certificate Pay must submit official documentation/proof verifying attainment of the required Certificate to the Human Resources Department. The Elk Grove Police Department Professional Standards Bureau may also submit the

official documentation/proof to Human Resources on the employee's behalf. Upon receipt and verification of sufficient proof, the incentive pay shall become effective beginning the first full pay period thereafter. Payments will be paid periodically as earned, as follows:

- a. Five percent (5%) for an Intermediate POST certificate.
- b. Five percent (5%) for an Advanced POST certificate.
- c. Effective the first full pay period of July 2022, six percent (6%) for an Advanced POST certificate.

B. Non-sworn employees shall be entitled to receive Educational Pay or Paid Time Off ("PTO") based on the following:

(1) **Educational Incentive** - Paid to employees for completing educational degrees which enhance their ability to do their job. Employees seeking eligibility for Educational Incentive Pay must submit official documentation/proof verifying attainment of the required degree to the Human Resources Department. The Elk Grove Police Department Professional Standards Bureau may also submit the official documentation/proof to Human Resources on the employee's behalf. Upon receipt and verification of sufficient proof, the incentive pay shall become effective beginning the first full pay period thereafter. Payments will be paid periodically as earned, as follows:

- a. Five percent (5%) for a Bachelor of Arts degree or Bachelor of Science degree.

(2) **Educational Incentive for Peace Officer Standard Training (POST) Certificate Pay** – Paid to Dispatchers and Dispatch Supervisors who obtain Peace Officer Standard Training (POST) Certification, enhancing their ability to perform the job. Employees seeking eligibility for POST Certificate Pay must submit official documentation/proof verifying attainment of the required Certificate to the Human Resources Department. The Elk Grove Police Department Professional Standards Bureau may also submit the official documentation/proof to Human Resources on the employee's behalf. Upon receipt and verification of sufficient proof, the incentive pay shall become effective beginning the first full pay period thereafter. Payments will be paid periodically as earned, as follows:

- a. Two and a half percent (2.5%) for an Advanced POST certificate.
- b. Effective the first full pay period in July 2022, three and a half percent (3.5%) for an Advanced POST certificate.
- c. Two and a half percent (2.5%) for an Intermediate POST certificate.

(3) **Paid Time Off ("PTO")**. Twenty (20) hours of PTO shall be provided on the first full pay period in July of each year to Forensic Investigators and the Forensic Investigative Supervisor who possess a Latent Print Examiners certificate. The maximum accrual for these PTO hours is twenty (20). This item is not being reported to CalPERS and is not reportable to CalPERS.

- (4) All PTO hours earned under paragraph 3 above, shall be used prior to other leave balances and shall not be eligible for cash out except upon termination of employment.

The language in the MOU under Section 5 (Assignment Pay) of Article V (Salary and Other Compensation) is hereby replaced, in its entirety, with the following provision:

5. Special Assignment Pay

- A. **Police Liaison Premium:** Pursuant to a departmental selection process and with the final approval of the Police Chief, when 1) an officer or Sergeant is assigned as a School Resource Officer/Liaison to the Elk Grove Unified School District employees and students, 2) an officer or Sergeant is assigned as a Public Information Officer/Liaison to the community, or 3) an officer is assigned as a Liaison to the Tribal Community/Sky River Casino, the employee shall receive a 5% Special Assignment Pay differential for all hours worked in the assignment. Police liaisons shall be routinely and consistently assigned to function as a liaison between special persons, groups or courts and the police department. Payments will be paid periodically as earned.
- B. **Motorcycle Patrol Premium:** Pursuant to a departmental selection process and with the final approval of the Police Chief, when an officer or Sergeant is assigned as a Motor Officer (Traffic), the employee shall receive a 5% Special Assignment Pay differential for all hours worked in the assignment. Motor officers shall be routinely and consistently assigned to operate and/or patrol on motorcycle. Payments will be paid periodically as earned.
- C. **Detective Division Premium:** Pursuant to a departmental selection process and with the final approval of the Police Chief, when 1) an officer or Sergeant is assigned as a Detective, 2) an Officer is assigned as a Special Equipment Intelligence Operator, or 3) a Sergeant is assigned to the Internal Affairs Bureau, the employee shall receive a 5% Special Assignment Pay differential for all hours worked in the assignment. Detectives, Special Equipment Intelligence Operators, and Internal Affairs Investigators shall be routinely and consistently assigned to detective or investigative or intelligence duties. Payments will be paid periodically as earned.
- D. **Training Premium:** Pursuant to a departmental selection process and with the final approval of the Police Chief, when an Officer is assigned a trainee as a Field Training Officer (FTO), the employee shall receive a 7.5% Assignment Pay differential for all hours worked in the assignment (i.e., hours worked with the assigned trainee). In addition, the Police Chief may assign (at their sole discretion) one or more full time FTO's to the program. Full time FTO's will be routinely and consistently assigned to train employees. Payments will be paid periodically as earned.
- E. Special Assignment Pay shall be multiplied by the employee's salary step. Assignment Pay shall not be compounded. Assignment Pay shall be effective the beginning of the pay period after the Police Chief makes the assignment.

F. This section shall not apply to “temporary” assignments. For purposes of this section, “temporary” shall mean assignments that are fifteen (15) consecutive days or less in duration.

G. Reassignments may be made pursuant to the Elk Grove Police Department Policy 1004 Promotional and Transfer Policy.

FOR CITY

 Melissa Rojas

Melissa Rojas, Human Resources Director

Date: 5/14/2025 | 10:55 AM PDT

Jason Behrmann, City Manager

Date: _____

APPROVED AS TO FORM:

 Jonathan P. Hobbs

Jonathan P. Hobbs, City Manager

Date: 5/14/2025 | 10:47 AM PDT

FOR ASSOCIATION

 Leticia Ruano

Leticia Ruano, Labor Relations Consultant
for EGPOA

Date: 5/14/2025 | 9:54 AM PDT

 Musa Abedrabbo

Musa Abedrabbo, Labor Relations Consultant
for EGPOA

Date: 5/14/2025 | 10:23 AM PDT

APPROVED AS TO FORM:

Sean Howley, President, EGPOA

Date: 5/14/2025 | 9:27 AM PDT

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2025-090

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on May 28, 2025 by the following vote:

AYES: **COUNCILMEMBERS:** *Singh-Allen, Robles, Brewer, Spease, Suen*

NOES: **COUNCILMEMBERS:** *None*

ABSTAIN: **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*


Jason Lindgren, City Clerk
City of Elk Grove, California