

RESOLUTION NO. 2026-083

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
RATIFYING AMENDMENT NO. 4 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ELK GROVE AND THE ELK GROVE POLICE OFFICERS'
ASSOCIATION**

WHEREAS, all City labor relations have been regulated by the Meyers-Milias-Brown Act (MMBA) and the City-promulgated Employee Employer Relations Policy established by Resolution No. 2001-40, as well as the current City of Elk Grove Personnel Rules and Regulations dated January 1, 2025; and

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Elk Grove (City) and the Elk Grove Police Officers Association (EGPOA) expires on June 30, 2027; and

WHEREAS, the City and EGPOA have met and conferred in good faith concerning Amendment No. 4 to the MOU.

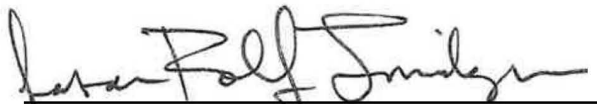
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby ratifies Amendment No. 4 to the Memorandum of Understanding between the City of Elk Grove and the Elk Grove Police Officers Association, attached hereto as Exhibit A and incorporated by reference.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 13th day of May 2026

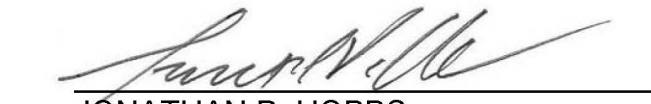


BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:


JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:


JONATHAN P. HOBBS,
CITY ATTORNEY

City of Elk Grove
Elk Grove Police Officers Association
Re: Memorandum of Understanding C-23-364



**FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING
ELK GROVE POLICE OFFICERS ASSOCIATION**

THIS FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“Fourth Amendment”) is made and entered into between City of Elk Grove, a California municipal corporation (“City”) and Elk Grove Police Officers Association (“EGPOA”), and hereby amends the Memorandum of Understanding entered into between the parties with an effective date of July 1, 2023, as contract number C-23-364 (“MOU”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and EGPOA agree to as follows:

1. It is the intent of the City and EGPOA to continue to be bound by all terms and conditions of the MOU, the First Amendment to the MOU entered into by and between the parties on or about October 11, 2023, the Second Amendment to the MOU entered into by and between the parties on or about December 5, 2023, and the Third Amendment to the MOU entered into by and between the parties on or about March 25, 2026, all of which are expressly incorporated into this Fourth Amendment by this reference, except as expressly changed by this Fourth Amendment.
2. City and EGPOA agree that Section 5 of Article VIII (Shift Trades) of the MOU is hereby amended and replaced it, in its entirety, with the following provision:
 - A. Employees may trade one or more work shift(s) with each other, subject to the following conditions:
 - (1) Shift trades shall be made only with the prior approval of the Division Commander or designee.
 - (2) Employees trading shifts shall be qualified to work for each other.



City of Elk Grove

Elk Grove Police Officers Association

Re: Memorandum of Understanding C-23-364

- B. In the event two employees create and/or agree to a shift trade agreement, both employees are responsible for working the shifts that were agreed upon. Subject to Article VIII, Section 5, Subsection A above, the employee who is unable to fulfill their commitment shall secure another employee to work the shift. If the employee is unable to do so, then the employee shall notify the Division Commander or designee that the shift will be vacant due to the shift trade. The department shall deduct the appropriate number of Annual Leave/CTO hours from the employee who was unable to report to work as part of an approved shift trade agreement and shall fill the vacant shift with an employee selected by the department. If the employee does not have sufficient Annual Leave/CTO hours in their bank, deductions shall be made from future Annual Leave/CTO accruals until the deficit is resolved.
- C. An employee who fails to honor an approved shift trade agreement once shall receive documented counseling and shall be ineligible to participate in the shift trade program for the duration that the counseling remains in the Division file. Pursuant to EGPD Policy 1026, a copy of the documented counseling will be maintained in the Division file for one year or until it is memorialized in the employee's annual performance evaluation. This subsection shall not apply where the employee's failure to report was due to legally protected leave under applicable federal or state law or a documented unforeseen emergency circumstance.
- D. The Division Commander or designee reserves the right to cancel any or all shift trades if they deem it in the best interest of the department.
3. The person or persons executing this Fourth Amendment on behalf of the EGPOA warrant and represent that they have the authority to execute this Fourth Amendment on behalf of their agency and further warrant and represent that they have the authority to bind EGPOA to the performance of its obligations hereunder.
4. The MOU and this Fourth Amendment constitute the entire agreement between City and EGPOA concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.
5. EGPOA and City agree and acknowledge that the provisions of this Fourth Amendment were initiated and extended by the City to the EGPOA and that each party has had a full and fair opportunity to revise the provisions of this Fourth Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Fourth Amendment shall not be resolved against the drafting party.



City of Elk Grove
Elk Grove Police Officers Association
Re: Memorandum of Understanding C-23-364

AGREED to this 10 day of April, 2026, by the parties as follows.

FOR CITY

Maryam Hussain
Maryam Hussain, Human Resources Director

Date: 4/13/2026 | 4:42 PM PDT

Jason Behrmann, City Manager

Date: _____

FOR ASSOCIATION

Leticia Ruano
Leticia Ruano, Labor Relations Consultant for EGPOA

Date: 4/7/2026 | 6:03 PM PDT

Musa Abuqaraboo, EGPOA President

Date: 4/13/2026 | 4:37 PM PDT

APPROVED AS TO FORM:

Jonathan F. Poulos, City Attorney

Date: 4/7/2026 | 6:26 PM PDT

APPROVED AS TO FORM:

Sean Powell, Attorney for EGPOA

Date: 4/7/2026 | 6:22 PM PDT

ATTESTATION:

Jason Lindgren, City Clerk

Date: _____

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2026-083

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 13, 2026 by the following vote:

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

NOES: **COUNCILMEMBERS:** *None*

ABSTAIN: **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*



Jason Lindgren, City Clerk
City of Elk Grove, California