

RESOLUTION NO. 2023-272

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ELK GROVE AND THE ELK GROVE POLICE OFFICERS' ASSOCIATION AND AMENDMENT NO. 3 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ELK GROVE AND THE ELK GROVE POLICE MANAGERS' ASSOCIATION; AUTHORIZING THE CITY MANAGER TO TERMINATE ELECTIVE COVERAGE UNDER THE CALIFORNIA STATE DISABILITY INSURANCE PROGRAM AND EXECUTE THE NECESSARY PLAN DOCUMENTS WITH PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT: PRISM FOR LIFE AND DISABILITY BENEFIT COVERAGE FOR CITY EMPLOYEES; AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT OR MAKE CHANGES TO EMPLOYEE BENEFITS PROGRAMS AND PROVIDERS WITHIN BUDGET AUTHORITY

WHEREAS, all City of Elk Grove (City) labor relations have been regulated by the Meyers-Milius-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, 2021; and

WHEREAS, the current Memorandum of Understanding (MOU) between the City and the Elk Grove Police Officers' Association (EGPOA) expires on June 30, 2027, and the current MOU between the City and the Elk Grove Police Managers' Association (EGPMA) expires on June 30, 2024; and

WHEREAS, Staff has evaluated the upcoming changes to the California State Disability Insurance (SDI) Program and the cost-savings associated with switching to a private insurance provider for the Disability Insurance Program for both represented and unrepresented employees; and

WHEREAS, Staff recommends terminating elective SDI coverage for all employees and joining the PRISM Life & Disability program, effective January 1, 2024; and

WHEREAS, the City and EGPOA have met and conferred in good faith concerning Amendment No. 2 to the MOU pertaining to the above-mentioned change in the Disability Program(s); and

WHEREAS, the City and EGPMA have met and conferred in good faith concerning Amendment No. 3 to the MOU pertaining to the above-mentioned change in the Disability Program(s).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute Amendment No. 2 to the Memorandum of Understanding between the City of Elk Grove and the Elk Grove Police Officers' Association and Amendment No. 3 to the Memorandum of Understanding between the City of Elk Grove and the Elk Grove Police Managers' Association, in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by reference.

AND BE IT FURTHER RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to terminate Elective Coverage under the California State Disability Insurance Program and to execute all documents and take all action reasonably necessary to implement and effect alternative coverage with Public Risk Innovation, Solutions, and Management: PRISM for Life and Disability Benefit Coverage for City Employees.

AND BE IT FURTHER RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager, in the City Manager's reasonable discretion, to execute all documents and take all action reasonably necessary to implement and/or change any employee benefits programs and/or employee benefits providers, all subject to budgetary constraints, and the City Council hereby affirms and ratifies any prior action of the City Manager to implement and/or make such changes to such employee benefits programs and providers as of the date of this resolution.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 13th day of December 2023




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

ATTEST:


JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:


JONATHAN P. HOBBS,
CITY ATTORNEY



SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

ELK GROVE POLICE OFFICERS ASSOCIATION

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“Second 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, and the First Amendment to the MOU entered into by and between the parties on or about October 11, 2023, all of which are expressly incorporated into this Second Amendment by this reference, except as expressly changed by this Second Amendment.
2. Effective January 1, 2024, Section 3 of Article VII (Short Term Disability Program) is hereby amended and replaced, in its entirety with the following provision:

3. Short Term Disability Program

As of January 1, 2024, State Disability Insurance (“SDI”) shall no longer be provided to the EGPOA members. The City and the EGPOA shall cooperate in taking all steps reasonably necessary to terminate SDI coverage effective January 1, 2024 or as soon thereafter as reasonably practical. No later than the effective termination date of SDI, as provided herein, and in lieu of SDI, the City shall provide a short term disability insurance program for the EGPOA that includes a paid family leave component. The cost of the short term disability benefit will be paid 90% by the City and 10% by the EGPOA member employee and will replace either 66.67% of weekly earnings or the “maximum weekly benefit,” (as defined herein) whichever is lower, after a seven (7) day waiting period. The “maximum weekly benefit” shall be no less than \$2,300 per week.



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

3. The person or persons executing this Second Amendment on behalf of the EGPOA warrant and represent that they have the authority to execute this Second 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 Second 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 Second 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 Second Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Second Amendment shall not be resolved against the drafting party.

AGREED to this 5th day of December, 2023, by the parties as follows.

FOR CITY

FOR EGPOA

By: _____
Jason Behrmann, City Manager

By: Musa Abedrabbo 12/5/2023 | 7:04 AM PST
Musa Abedrabbo, President

By: Melissa Rojas 12/4/2023 | 5:11 PM PST
Melissa Rojas, Human Resources Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Jonathan P. Hobbs 12/4/2023 | 5:04 PM PST
Jonathan P. Hobbs, City Attorney

By: Bhavendee Atwal 12/4/2023 | 9:29 PM PST
Counsel for EGPOA

ATTEST:

By: _____
Jason Lindgren, City Clerk

Date: _____



THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING

ELK GROVE POLICE MANAGERS' ASSOCIATION

THIS THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("Third Amendment") is made and entered into between City of Elk Grove, a California municipal corporation ("City") and Elk Grove Police Managers' Association ("PMA"), and hereby amends the Memorandum of Understanding entered into between the parties with an effective date of July 1, 2022, as contract number C-22-343 ("MOU").

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

1. It is the intent of the City and PMA to continue to be bound by all terms and conditions of the MOU, and the First Amendment to the MOU entered into by and between the parties on or about March 1, 2023, and the Second Amendment to the MOU entered into by and between the parties on or about July 31, 2023, all of which are expressly incorporated into this Third Amendment by this reference, except as expressly changed by this Third Amendment.
2. Effective January 1, 2024, Section 3 of Article VIII (Short Term Disability Program) is hereby replaced, in its entirety, with the following provision:

3. Short Term Disability Program

As of January 1, 2024, State Disability Insurance ("SDI") shall no longer be provided to the PMA members. The City and the PMA shall cooperate in taking all steps reasonably necessary to terminate SDI coverage effective January 1, 2024 or as soon thereafter as reasonably practical. No later than the effective termination date of SDI, as provided herein, and in lieu of SDI, the City shall provide a short-term disability insurance program for the PMA that includes a paid family leave component. The cost of the short-term disability benefit will be paid 90% by the City and 10% by the PMA member employee and will replace either 66.67% of weekly earnings or the "maximum weekly benefit," (as defined herein) whichever is lower, after a seven (7) day waiting period. The "maximum weekly benefit" shall be no less than \$2,300 per week.

3. The person or persons executing this Third Amendment on behalf of the PMA warrant and represent that they have the authority to execute this Third Amendment on behalf of their



City of Elk Grove
Elk Grove Police Managers' Association
Re: Memorandum of Understanding C-22-343

agency and further warrant and represent that they have the authority to bind PMA to the performance of its obligations hereunder.

4. The MOU and this Third Amendment constitute the entire agreement between City and PMA.

5. PMA and City agree and acknowledge that the provisions of this Third Amendment were initiated and extended by the City to the PMA and that each party has had a full and fair opportunity to revise the provisions of this Third Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Third Amendment shall not be resolved against either party.

AGREED to this 6th day of December, 2023, by the parties as follows.

FOR CITY

FOR PMA

By: _____
Jason Behrmann, City Manager

By: James Fuller 12/6/2023 | 2:08 PM PST
James Fuller, President

By: Melissa Rojas 12/6/2023 | 10:41 AM PST
Melissa Rojas, Human Resources Director

By: _____
Michael Press, Vice President

By: Carlos Vina 12/6/2023 | 2:09 PM PST
Carlos Vina, Treasurer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Jonathan P. Hobbs 12/6/2023 | 10:25 AM PST
Jonathan P. Hobbs, City Attorney

By: Timothy Talbot 12/6/2023 | 11:28 AM PST
Counsel for PMA

ATTEST:

By: _____
Jason Lindgren, City Clerk

Date _____

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2023-272

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 December 13, 2023 by the following vote:

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

NOES: **COUNCILMEMBERS:** *None*

ABSTAIN: **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*



Jason Lindgren, City Clerk
City of Elk Grove, California