



SIDE LETTER AGREEMENT BETWEEN THE
CITY OF ELK GROVE (CITY) AND
THE POLICE MANAGERS' ASSOCIATION (EGPMA)

Due to the fiscal impact of the COVID-19 global pandemic, the City and the EGPMA mutually agree to extend the terms and conditions of their current Memorandum of Understanding (MOU) by twelve (12) months and further agree to amend the following two Articles of the MOU as identified below:

ARTICLE III - ASSOCIATION RIGHTS

4. Payroll Dues Deductions

Bargaining unit employees may voluntarily join EGPMA and authorize individual payroll deductions for dues, initiation fees, and general assessments, as well as any other membership benefit program sponsored by EGPMA (hereinafter collectively "dues deductions"). EGPMA shall be responsible for maintaining records of bargaining unit employees who provide written consent to join EGPMA and authorize dues deductions. EGPMA shall certify to the City the identity of such members and the amount of the dues deductions to be withheld from their paychecks. The City agrees to continue existing dues deductions for members of the EGPMA.

The City shall deduct from each member's paycheck the total amount of dues certified by the EGPMA per month. The City shall promptly remit the total amount deducted, together with a list identifying each member from whom a deduction was made, to the officer designated in writing by the President of the EGPMA as the person authorized to receive such funds.

If a member desires to revoke, cancel or change their prior dues deduction authorization, the City shall direct the member to the EGPMA. Any such dues deduction revocation, cancellation and/or change shall be effective only when submitted by the EGPMA to the City and is subject to the terms and conditions set forth in the original payroll deduction/authorization.

The City will implement any change to a bargaining unit employee's payroll deductions during the first full pay period following notification of such change by the EGPMA.

EGPMA shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, proceedings or court orders, or any other liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this dues deduction agreement.

~~The City agrees to continue payroll deductions for members of the EGPMA for EGPMA membership dues. Such deductions shall be made pursuant to payroll deduction policies and procedures as established by the City.~~

~~The EGPMA agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance or other programs sponsored by the EGPMA.~~

ARTICLE XVI – TERM

1. Term of Memorandum of Understanding


This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective as of July 1, 2017 and shall expire June 30, 202021.

2. Signature Clause

The terms and conditions of this Memorandum of Understanding are executed this _____ day of June 2020 by the employer-employee representatives whose signatures appear below.

CITY OF ELK GROVE

ELK GROVE POLICE MANAGERS'
ASSOCIATION



Jason Behrmann, City Manager



Lieutenant Eric White, President

Timothy Albright

Timothy Albright, Chief of Police



Lieutenant Dan Schnepfle, Vice President

Brad Koehn

Brad Koehn,
Director of Finance & Administrative Services

Mike Press

Lieutenant Michael Press, Secretary/Treasurer

Jacqui Langenberg

Jacqui Langenberg, Human Resources Manager

Timothy Talbot

Timothy Talbot, Legal Counsel/Negotiator

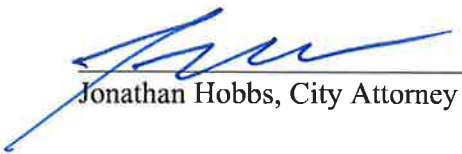
J Manzanares

Jacqui Manzanares, Human Resources Analyst



Laura A. Izon, Legal Counsel/Negotiator

APPROVED AS TO FORM:


Jonathan Hobbs, City Attorney

Date: 6/12/2020