



**Agenda Item No. 12d.**

**Staff Report**

**Date:** July 14, 2022

**To:** Mayor Kuhl and Council Members

**From:** Christa Johnson, Town Manager

**Subject:** Approval of Town of Ross and Ross Police Officers Association (RPOA)  
Memorandum of Understanding for the term July 1, 2022 to June 30, 2025

---

**Recommendation**

It is recommended that the Town Council adopt Resolution No. 2259 approving the Town of Ross and Ross Police Officers Association (RPOA) Memorandum of Understanding for the term July 1, 2022 to June 30, 2025.

**Background and discussion**

The Memorandum of Understanding (MOU) between the Town and RPOA terminated on June 30, 2022. The provisions of the MOU stay in place until such time as a successor MOU is negotiated. The Town hired attorney Mark Wilson of Burke, Williams & Sorensen to work with the Town Manager in negotiating a successor contract with RPOA. After a couple months of negotiations, the Town and the RPOA have come to agreement on a successor MOU that will be in place until June 30, 2025.

The salary provision in the successor MOU provides that the Police Officers and Sergeants' salary will increase by 3.8% effective the first full pay period in July 2022 and 3.8% each of the two following years with the first full pay period in July.

In addition to the salary increases, the 2022-2025 MOU includes several changes to ensure the Town remains competitive in recruitment/retention, while maintaining fiscal responsibility. First, the uniform allowance is increased by \$200 annually to assist employees with rising costs. The Town also negotiated an end to overtime being paid to Officers placed on workers comp/unpaid leave. Lastly, the Town and the RPOA have agreed to continue to Meet-and-Confer on a reduction of Compensatory Time Off ("CTO") accumulation.

**Fiscal, resource and timeline impacts**

The fiscal impact from the new MOU in Fiscal Year 2022-2023 is an increase of approximately \$45,000 in salary and benefits compared to the current fiscal year. This amount is based on the

assumption that the department is fully staffed. The MOU provisions will have a similar increase in salary and benefits in the following two years of the agreement.

**Alternative actions**

Staff does not recommend any alternative to the proposed MOU for adoption.

**Environmental review (if applicable)**

N/A

**Attachments**

- Resolution No. 2259
- MOU between the Town and RPOA

# **TOWN OF ROSS**

## **RESOLUTION NO. 2259**

### **A RESOLUTION OF THE TOWN OF ROSS RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN THE ROSS POLICE OFFICERS ASSOCIATION AND THE TOWN OF ROSS FROM JULY 1, 2022 TO JUNE 30, 2025**

**WHEREAS**, the existing Memorandum of Understanding ("MOU") between the Town and Ross Police Officers Association ("RPOA") expires on June 30, 2022; and

**WHEREAS**, in accordance with provisions of the Meyers Milius Brown Act (Government Code Section 3500 *et seq.*), the bargaining team from the Town met and conferred in good faith with the bargaining team from the RPOA regarding the terms and conditions set forth in the MOU, a copy of which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Town and RPOA after several months of discussion have reached mutually agreeable terms on a successor MOU with a term from July 1, 2022 to June 30, 2025; and

**WHEREAS**, the RPOA has ratified and signed the terms of the successor MOU referenced; and

**WHEREAS**, the Council of the Town of Ross, after reviewing the MOU, wishes to ratify the MOU.

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ROSS, CALIFORNIA, AS FOLLOWS:**

1. The Town Council of the Town of Ross hereby approves the MOU between the RPOA and the Town of Ross for the term July 1, 2022 to June 30, 2025 and hereby authorizes the Mayor and Town Manager to sign said agreement.

2. The foregoing resolution was duly and adopted by the Ross Town Council at its regular meeting held on the 14<sup>th</sup> day of July, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

---

P. Beach Kuhl, Mayor

---

Linda Lopez, Town Clerk

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**TOWN**

**And**

**ROSS POLICE OFFICERS ASSOCIATION**

**July 1, 2022 through June 30, 2025**

## TABLE OF CONTENTS

	Page
1. Recognition, Cooperation, and Hiring .....	1
2. Salaries.....	2
3. Scheduled pay increases .....	3
4. FTO incentive pay.....	3
5. Administrative Sergeant pay .....	3
6. Night shift differential pay .....	3
7. Educational incentive pay .....	3
8. Longevity Pay.....	4
9. Paydays.....	4
10. Retirement and Social Security .....	4
11. Deferred compensation .....	4
12. Group insurance .....	4
13. 125 Cafeteria Plan .....	5
14. Uniform allowance .....	5
15. Holidays.....	6
16. Hours of work .....	6
17. Overtime .....	7
18. Call Back.....	7
19. Range training.....	7
20. Vacation .....	7
21. Compensatory time off (CTO) .....	8
22. Sick leave .....	8
23. Sick leave buy back .....	8
24. Bereavement leave .....	9
25. Human Resource Rules, Regulations, and Policies.....	9
26. Grievance procedure.....	9
27. Organization Security.....	11
28. Past practices.....	13
29. Waiver; exceptions .....	13
30. Severability .....	13
31. Term .....	13

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections §3500-3511). The salaries, hours, fringe benefits, and working conditions set forth herein have been mutually agreed upon by the designated bargaining representatives of the Town of Ross (herein called "Town") and the Ross Police Officers Association (hereinafter called "Association").

## **1. Recognition, Cooperation, and Hiring**

- (a) Town hereby recognizes the Association as the exclusive bargaining representative for purposes of establishing salaries, fringe benefits, and working conditions for all employees within the Association bargaining unit consists of the following classifications: Police Officer and Police Sergeant (hereinafter called "Officer and Sergeant").

- (b) Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to Ross citizens.

- (c) Bargaining Unit Member Contact Information

To the extent required by Government Code Section 3558, Town shall provide the Association President with a list of names and contact information (listed below) for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire. Town shall also provide the Association a list of all unit member names and contact information on the last working day of September, January, and May. The information shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,
- Job title,
- Department,
- Work location,
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with the Town.

- (d) Association Access to New Employee Orientation

Town will provide a written statement to each new bargaining unit member that the classification is part of a bargaining unit represented by the Association, and the name of a representative of the Association.

Town will provide the Association President not less than ten (10) days' notice of the onboarding orientation meeting held between Town's Administrative representative(s) and new bargaining unit employees, including the date, time,

and location of the orientation meeting. If a bargaining unit member's first day of work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and Town will instead provide as much advance notice as reasonably possible of the orientation meeting.

## 2. Salaries

- (a) The Minimum monthly salaries payable to full-time employees covered by this Agreement shall be set forth in the Monthly Salary Step Levels as reflected below:

### Monthly salary level steps

#### Effective first full payroll period after July 1, 2021

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Officer	\$7,403	\$7,773	\$8,163	\$8,570
Sergeant	\$8,735	\$9,172	\$9,631	\$10,113

#### Effective first full payroll period after July 1, 2022

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Officer	\$7,684	\$8,068	\$8,473	\$8,896
Sergeant	\$9,067	\$9,521	\$9,997	\$10,497

#### Effective first full payroll period after July 1, 2023

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Officer	\$7,976	\$8,375	\$8,795	\$9,234
Sergeant	\$9,412	\$9,883	\$10,377	\$10,896

#### Effective first full payroll period after July 1, 2024

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Officer	\$8,279	\$8,693	\$9,129	\$9,585
Sergeant	\$9,770	\$10,259	\$10,771	\$11,310

- (b) The minimum monthly salary shall be Step A of the appropriate range, which is designated as the hiring rate.
- (c) Step advancement shall be made within the appropriate salary range from each step to the next step higher on each anniversary date, provided the employee demonstrates satisfactory job performance.

- (d) Upon promotion, an employee shall be placed in the first step of the range for the new class. If placement in the first salary step provides for a salary increase that is less than five (5) percent, the employee shall be placed in a salary step in the range for the new class that provides for at least a five (5) percent increase.
- (e) All future employees shall be hired at the negotiated bottom step or above at the discretion of the Chief of Police.

### **3. Scheduled pay increases**

- Effective the first full payroll period after July 1, 2022 all classifications in the bargaining unit shall receive a salary increase of 3.8%.
- Effective the first full payroll period after July 1, 2023 all classifications in the bargaining unit shall receive a salary increase of 3.8%.
- Effective the first full payroll period after July 1, 2024 all classifications in the bargaining unit shall receive a salary increase of 3.8%.

The scheduled pay increases listed immediately above are already reflected in the pay schedules shown in Section 2 (Salaries), above.

In addition to the above scheduled pay increases, the Town and the POA agree to Meet-and-Confer within six months of ratification over potential changes to Compensatory Time Off ("CTO") and Sick Leave Accrual. If no agreement is reached, the current MOU language shall remain in effect.

### **4. FTO incentive pay**

Field Training Officers shall receive a 5% salary increase for all hours when an Officer or Sergeant is assigned and engaged in providing training.

### **5. Administrative Sergeant pay**

A sergeant who is assigned as the Administrative Sergeant shall receive a 5% salary increase subject to the Chief of Police discretion.

### **6. Night shift differential pay**

Officers and Sergeants who work night hours between 7:00 p.m. and 7:00 a.m. shall receive a shift differential of 5% for all hours worked during those hours.

### **7. Educational incentive pay**

- (a) Employees who possess a current E.M.T. certification shall receive an additional \$50/month.
- (b) Employees shall receive additional compensation, as listed below, for one of the following:
  - 60 College Units or Associates Degree \$125/month



- POST Intermediate Certificate \$125/month
- Bachelor of Arts/Science Degree \$250/month
- POST Advanced Certificate \$250/month

## **8. Longevity Pay**

- Employees shall receive longevity compensation equal to 2.5% of salary in Section #2 upon completion of their 5th year of service with the Town.
- Employees shall receive a second longevity compensation equal to 2.5% of salary in Section #2 upon completion of their 10th year of service with the Town.

## **9. Paydays**

Employees will be paid on a bi-weekly basis.

## **10. Retirement and Social Security**

- Town currently provides eligible CalPERS "classic" employees with the Public Agency Police 3% @ 55 California Public Employees' Retirement System (CalPERS) retirement plan based on one year final compensation pursuant to Paragraph 10, item d. of the CalPERS contract §20042 for local safety members. Following the Public Employee Pension Reform Act ("PEPRA") this is limited to "classic members."
  - Effective the first full payroll period after July 1, 2018, The employee contribution to CalPERS retirement system for "classic" employees is 9% plus 3% of the employer share for a total of 12%.
- The required F.I.C.A. and Medicare contributions shall be paid by the employee through payroll deduction.
- Employees hired after January 1, 2013 who are "new members" of the CalPERS retirement system as defined by CA Government Code Section 7522.04(f) shall be provided the 2.7@57 benefit formula pursuant to CA Government Code §8522.25(d), based on the highest 36 months of compensation pursuant to the Public Employee's Pension Reform Act, commencing at California Government Code Section 7522. The employee contribution to CalPERS retirement system for "new members" under PEPRA is set by CalPERS annually and is currently 13% effective July 1, 2022.

## **11. Deferred compensation**

The Town agrees to offer the CalPERS 457 Deferred Compensation program where employees can elect to contribute their own funds to a tax deferred plan.

## **12. Group insurance**

The Town agrees to continue to provide employees with their current health insurance, dental insurance, and life insurance benefits. For the duration of this agreement, the

Town will continue to provide a cafeteria allowance sufficient to pick up 100% of the cost for medical coverage, except for the Employee Contribution listed in Section 13.1 below, (up to the CalPERS Region 1Kaiser rate) and his/her eligible dependents.

- (a) Employees agree to continue to pay for the difference between the current Delta plan (\$1,000 with ortho) and the enhanced Delta plan (\$2,000 with ortho).
- (b) The Town agrees to continue the administration of the Long Term Disability Plan for Association members through the California Law Enforcement Association (CLEA). The Town agrees to pay 87% of the premium, and the Association members will pay the remaining 13%. Association members will pay applicable taxes on 100% of the "A" plan premium.

### **13. 125 Cafeteria Plan**

Effective March 1, 2013, The Town shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act ("PEMHCA") for both active employees and retirees. The Town's contribution toward coverage under PEMHCA shall be the minimum contribution amount established by CalPERS on an annual basis. For calendar year 2022 the minimum monthly employer contribution is \$149. For future years the minimum monthly employer contribution shall be determined by CalPERS and the normal new annual effective date is January of each new calendar year.

#### **13.1 Employee Contribution**

- Effective the first full payroll period after July 1, 2018, Employees shall contribute One hundred and Five dollars (\$105.00) per month towards the cost of health insurance.

**13.1.1** Any Employee that enrolls in a Medical Plan that has a higher premium than the City's contribution, as stated above, will pay the difference via pre-tax payroll deductions.

#### **13.2 Retiree Medical**

The Town will provide employees who retired from the Town with the Minimum Employer's Contribution established by the Public Employees Medical and Hospital Care Act.

### **14. Uniform allowance**

- (a) Town agrees to pay a uniform allowance of \$1200 per year to covered employees. Employees hired after July 1, of any year, shall have their uniform allowance prorated by the remaining months (1/12<sup>th</sup> per month) of the Fiscal Year.
- (b) Effective the first full payroll period in January 2017, The Uniform Allowance shall be paid with each bi-weekly pay check (\$1,200 divided by 26 pay periods or \$46.15 per pay period)

## **15. Holidays**

The following holidays are recognized by the Town:

New Years, Washington's birthday, Veterans, Martin Luther King, Thanksgiving, day after Thanksgiving, Memorial, Independence, Christmas Eve, Christmas, Labor Day, one Floating holiday.

- (a) Employees may be scheduled to work on these days as part of their regular work schedule, without extra compensation, with the exception of any hours worked on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. All hours worked on these 5 days shall be compensated for at an over-time rate.
- (b) Effective the first full payroll period in January 2017, all eligible employees shall receive an annual "in-lieu" payment for all holidays. This payment will be based on a total of 96 hours of holiday time with payments being made in equal payments over each of the 26 biweekly pay periods.

## **16. Hours of work**

The standard work week of employees in the classification of Officer and Sergeant shall consist of forty (40) hours of work in any seven-consecutive-calendar-day period. This work week may be adjusted to accommodate alternate work schedules including, but not limited to, eight (8), nine (9), ten (10), or twelve (12) hour work days.

Police personnel currently work a twelve (12) hour schedule in accordance with the Fair Labor Standards Act (FLSA) 7k work period exemption. The Town has designated a fourteen (14) day work cycle. This work schedule is normally divided into two (2) segments: three (3) twelve (12) hour shifts (a total of 36 hours) on duty followed by four (4) days off and then four (4) twelve (12) hour shifts (a total of 48 hours) on duty followed by three (3) days off within a fourteen (14) day period.

As part of the current twelve (12) hour schedule, employees are scheduled to work a total of eighty-four (84) hours within the fourteen (14) day work period. The four (4) hours worked in the pay period beyond eighty (80) hours will be paid for with compensatory time. Accordingly, an employee working the eighty-four (84) hours will be credited with four (4) hours of Compensatory Time Off (CTO) valued at the rate of time and one-half, totaling six (6) hours of CTO.

If at any time the Department determines that this alternate work schedule is to be discontinued, the Department will meet with the Association at least forty-five (45) days prior to the date of the implementation of a new schedule to discuss the reasons for the change and to present new work schedule(s). The Association may present scheduling alternatives which shall be considered by the Chief of Police. However, the Chief of Police shall make the final decision on a new schedule(s).

The Chief of Police reserves the right to discontinue these alternate work schedules in whole or part if an emergency arises. For the purposes of this section, an emergency shall be defined as a sudden, unforeseen circumstance requiring immediate attention

where, in the opinion of the Chief of Police, continuance of this schedule would have serious adverse consequences to the Department.

## **17. Overtime**

- (a) Overtime shall normally be defined as authorized time worked in excess of any employee's regularly scheduled shift, or 40 hours in one (1) week. Overtime shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) of an employee's regular base rate of pay, to the nearest one-half hour.
- (b) All hours in a paid status shall be counted for the purpose of computing overtime.

## **18. Call Back**

- (a) Call Back is duty performed at a time other than regular duty hours and not just an extension of a regular tour of duty. Call Back time will be a minimum of four (4) hours of overtime.
- (b) A minimum of four (4) hours of overtime shall be paid for each required court appearance outside an Officer's or Sergeant's scheduled working hours.
- (c) Court appearances outside an Officer's or Sergeant's scheduled working hours that are cancelled with less than 24-hours' notice shall entitle the Officer or Sergeant to four (4) hours of overtime.
- (d) The Town and Association agree if an Officer or Sergeant is on vacation, CTO, or other paid leave, overtime will only be provided if the department requests the officer to work overtime.
- (e) **If** any Officer or Sergeant is required to change his/her schedule with less than 24-hours' notice, he/she shall receive four (4) hours of overtime.

## **19. Range training**

An Officer or Sergeant may accomplish range training during his/her regular work shift when scheduled by his/her supervisor. Range training attended during off-duty hours must be approved by a supervisor in advance. The Officer shall be paid for off-duty range training with three (3) hours of overtime unless the training runs longer, in which case the officer will be compensated for actual hours worked.

## **20. Vacation**

- (a) Vacation accrual shall be as listed:
  - 1-4 years of service      Police personnel will accrue 88 hours per year
  - 5-9 years of service      Police personnel will accrue 120 hours per year
  - 10-14 years of service      Police personnel will accrue 160 hours per year
  - 15+ years of service      Police personnel will accrue 200 hours per year

- (b) There will be a "cap" on vacation time accrual of 250 hours. Officers and Sergeants who reach the "cap" will be required to use up vacation time to maintain a total at or below the "cap".
- (c) By written request to a Supervisor, Officers and Sergeants may request the "cap" be exceeded, providing that the Officer or Sergeant has plans within six (6) months to utilize any hours above the "cap". This section is meant to be used for "special situations" whereby an Officer or Sergeant is planning an extended vacation; at no time will the accrued hours exceed 300 hours.

## **21. Compensatory time off (CTO)**

There will be a "cap" on "Comp-Time" accrual of 250 hours. The same rules as outlined under Vacation, Section 20 b) and c) shall apply equally to "Comp-Time" accrual.

## **22. Sick leave**

Sick leave is intended for use by an employee when he/she is ill or injured or is needed to take care of a family member who is ill or injured and the employee is unable to report for duty. The employee must notify his/her immediate supervisor or the on-duty officer (if the supervisor is unavailable) and advise them of his/her intended absence as soon as possible prior to the beginning of the scheduled work shift.

Sick leave shall not be considered a right, which an employee may use at his/her discretion, but shall be allowed in cases of necessity or actual personal sickness or disability, including illness in the immediate family where the employee's attendance is required.

The Chief of Police and/or the employee's immediate supervisor may request evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave was requested.

- (a) Sick leave accrual for Police Officers and Sergeants shall be at the rate of 10.83 hours for every month employed, which translates to an accrual rate of 5.00 hours per pay period.
- (b) The maximum sick leave accrual shall be 1,440 hours.
- (c) Any member placed on any form of paid-leave including administrative, workers-compensation, or 4850, shall not accrue overtime or CTO time.

## **23. Sick leave buy back**

As per the Rules and Regulations of the Town, an employee who retires from the Town, is collecting a CalPERS retirement, and leaves the Town in good standing shall receive compensation for all accumulated unused sick leave equal to fifty percent (50%) with a maximum of 660 hours of the employee's then-accrued sick leave as follows:

- Up to a maximum of 660 hours total, paid off

This provision shall not apply to employees who leave the service of the Town for any other reason.

#### **24. Bereavement leave**

In the event of the death of a member of an employee's immediate family, bereavement leave will be allowed as follows: An employee will be relieved from duty and given shifts off with pay to allow him/her up to four (4) consecutive shifts off.

For purposes of this section, immediate family member shall be defined as: a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse or registered domestic partner; a grandparent; a grandchild; a sibling.

In the event that an employee requests additional time off following the death of a member of his/her immediate family, the Chief of Police may authorize the use of accrued leave time (i.e. vacation or CTO).

#### **25. Human Resource Rules, Regulations, and Policies**

All employees shall adhere to the human resource rules, regulations, and policies as contained within the Town of Ross Rules and Regulations, except as may be modified pursuant to the meet and confer process as identified in Section 30.

#### **26. Grievance procedure**

##### **1. Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this MOU, or an alleged violation of any provision of the Town of Ross Rules, Policy and Procedures.

##### **2. Employee Representative**

At any step in the grievance procedure, the employee concerned will be represented by the Association or, alternatively, may elect self-representation or representation by legal counsel. In either case, the employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

##### **3. Class Actions**

In the event that more than one employee is directly involved with an issue, the employees may, at any step in the grievance procedure, name one of their concerned colleagues to carry the grievance through the procedure as a class action and be represented by the Association. In a class action grievance, that named employee directly concerned shall be personally present at all stages.

4. Parties' Intent

It is the intent to deal with and settle grievances informally and at the nearest practical organizational level and as promptly and fairly as possible. Whenever feasible, grievances will be handled during the regularly scheduled working day hours of the parties involved.

5. Procedure

5.1 First Step

The employee or employees concerned shall first make efforts to resolve such grievance with their immediate supervisor concerned. The grievance shall be submitted to the supervisor within thirty (30) calendar days following the occurrence of the events on which the grievance is based.

5.2 Second Step

If a mutually satisfactory solution of a grievance as specified in the paragraph above is not reached within ten (10) days of the discussion with the immediate supervisor, the employee or employees aggrieved may reduce the grievance to writing. The written grievance shall set forth all of the issues involved; it shall be dated and signed by the employee or employees; and it shall be submitted to the Chief of Police. The Chief of Police shall make such investigation of the facts and issues as is required and reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the Department's business. Upon reaching such conclusion -- but in any event within ten (10) working days of the receipt of the grievance statement -- the Chief of Police shall reply in writing stating the Department's view of the issue involved.

5.3 Third Step

If the grievance has not been disposed of in the Second Step, the employee -- within ten (10) working days after receiving the Department's written reply -- shall forward the written grievance to the Town Manager. The Town Manager will review the facts and issues and make such further investigation as is necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the Town's business. Upon reaching such conclusion -- but in any event within fifteen (15) working days of the receipt of the grievance statement -- the Town Manager shall reply in writing to the employee, setting forth the Town's decision.

5.4 Fourth Step

Within ten (10) working days after receiving the Town Manager's written decision, the employee may submit the grievance for consideration by an arbitrator.

## 5.5 Arbitrator

The agreement for arbitration will provide that the arbitration decision will have the effect of a judgment. Except as may be otherwise provided herein, provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration, will apply.

The arbitrator shall be selected from among a list of no more than ten (10) names provided by the California State Conciliation Service, the American Arbitration Association, or from a similar body mutually agreed upon by the parties. After a toss of the coin to decide which party shall move first, the representative of the Town and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains, and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event that the first arbitrator is not available.

This procedure shall be followed until there is an available arbitrator. The cost of retaining the arbitrator and the incidental expense of an investigation and/or hearing shall be borne equally by the parties.

## 5.6 Decision—Final and Binding

The decision of the arbitrator shall be made in writing within ten (10) working days of the close of the investigation and/or hearing; it shall direct the appropriate appointing authority in the disposition of the case; and it shall be final and binding upon both parties. In each grievance matter, the arbitrator shall be restricted to the interpretation and application of existing policies, rules, directives, or procedures and shall not change existing wage rate schedules or employee benefits.

## 6. Waiver of Steps or Time Limits

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

## 7. Working Day

As used in this section, a working day means a day on which the Town's general offices are open for business, i.e. Mondays through Fridays, excluding holidays.

# 27. **Organization Security**

## 27.1 **Dues Deduction**

Town shall rely on a written certification from the Association requesting a deduction or reduction from employees' salaries or wages confirming that the Association has and will maintain individual signed employee authorizations affirmatively consenting to dues deductions consistent with the law. After



providing the required certification, the Association shall not be required to provide a copy of individual authorizations to Town unless a dispute arises about the existence or terms of the authorization.

Based on the certification from the Association described above, Town shall deduct monthly, the amount of Association regular and periodic dues and fees, insurance premiums, and any special membership assessments as may be specified by the Association under the authority of an authorization card furnished by the Association. Dues deduction for any individual shall be made only upon the written request of the Association. The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Association office at the address specified by the Association.

The unit member's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions authorized by this Section. When a unit member is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the unit member deposit the amount with Town which would have been withheld if the unit member had been in pay status during that period. If a unit member is in a non-pay status during a part of the pay period, and that unit member's salary is not sufficient to cover the full withholding, Town shall not deduct Association dues. In this connection, all other required deductions have priority over the Association dues and unit member organization deduction.

## **27.2 Changes or Cancellation of Deductions**

Dues deductions may be revoked only pursuant to the terms of the employee's written authorization. Town shall direct employee requests to cancel or change deductions to the Association. As required by state law, Town shall rely on information provided by the Association regarding whether deductions for the Association were properly canceled or changed.

## **27.3 Indemnification**

The Association shall indemnify and hold harmless Town, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action relating to this Section 27.

The Association shall refund to Town any amounts paid to it in error upon presentation of supporting evidence.

## **27.4 Development of Law**

In the event any portion of the California Government Code is amended to address the transfer of monies between the Association and Town, the parties will reopen this section of the MOU to meet and confer regarding the change in law.

## **27.5 Government Code Provisions Incorporated By Reference**

The parties incorporate by reference the provisions of Government Code Sections 1150- 1157.12.

### **28. Past practices**

- (a) It is understood that any benefits and/or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged except as modified by any agreement(s) of Town and Association pursuant to the meet and confer process in Section 29.
- (b) This Memorandum of Understanding shall supersede all existing memorandums of understanding between the Town and the Association.

### **29. Waiver; exceptions**

The parties acknowledge that for the life of this agreement, each party voluntarily and unqualifiedly waives the right to, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matters pertaining to or covered in this Agreement, notwithstanding provisions of the law to the contrary.

### **30. Severability**

If any article or section of the Agreement shall be held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected; the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

### **31. Term**

This Agreement shall be in effect from July 1, 2022 through June 30, 2025.

IN WITNESS THEREOF, the parties have caused these duly authorized representatives to execute the within MEMORANDUM OF UNDERSTANDING on the \_\_\_\_\_ day of 2022.

[Signatures on Next Page]

## **ROSS POLICE OFFICER'S ASSOCIATION**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Jim Bickert, POA Negotiator

By: \_\_\_\_\_  
Christa Johnson, Town Manager

By: \_\_\_\_\_  
P. Beach Kuhl, Town Mayor

By: \_\_\_\_\_  
Mark Wilson, Town Negotiator