

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF COLMA**

**AND**

**THE COLMA POLICE OFFICERS ASSOCIATION**

**June 1, 2007 – May 31, 2010**

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# **MEMORANDUM OF UNDERSTANDING**

*See Article 21 for definitions of specially-defined terms.*

## **ARTICLE 1 - PURPOSE AND INTENT**

A. It is the intent and purpose of the parties that this Memorandum of Understanding shall set forth rules of pay, hours of work, and other terms and conditions of employment to be observed by the parties in connection with the Peace Officers Unit. The provisions of this Memorandum of Understanding shall apply only to the Members of the Peace Officers Unit (Member) and shall in no way establish terms and conditions of employment of other employees of the Town of Colma who are not Members of that Unit. The classifications included in that Unit are all sworn officers of the Colma Police Department except Reserve Police Officers, Police Recruits, Sergeants, the Commander, and the Chief of Police. This agreement has been developed in the interest of promoting and improving employee relations between the Town of Colma, California, hereinafter referred to as the Town and the Colma Police Officers Association, hereinafter referred to as the Association.

B. This Memorandum is entered into pursuant to the Meyers-Milias-Brown Act (GOVERNMENT CODE sections 3500, et seq.) and the Town of Colma Employer-Employee Relations Resolution (Resolution 98-40).

## **ARTICLE 2 - REPRESENTATION**

A. The Town hereby recognizes the Colma Police Officers Association as the Recognized Employee Organization to act as bargaining agent for the Peace Officers Unit.

B. The Town shall deduct the Association dues from the employees' pay check and transmit such monies to the duly authorized and designated employee organization representative or by direct deposit to the Association's bank account.

## **ARTICLE 3 - RIGHTS RESERVED**

A. The Association recognizes that the Town has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

B. The City Manager and Chief of Police have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this Memorandum, and such decision-making shall not be subject in any way, directly or indirectly, to the grievance procedure contained herein.

C. The exclusive rights of the Town shall include, but not be limited to, the right to determine the organization of Town government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and Employment Rules and Regulations consistent with law and the

specific provisions of this Memorandum to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the Town's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

#### **ARTICLE 4 - MANAGEMENT OBLIGATIONS**

The Town shall, at its own expense, provide to every Member a copy of this Memorandum and all rules, regulations, general and special orders.

#### **ARTICLE 5 - SEVERABILITY**

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation by a court of competent jurisdiction, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the Town and Association may negotiate regarding that section or article on the anniversary of this Memorandum as provided by Article 8. However, in the event the legislation or decision referred to above affects wages, hours or working conditions, the Town and Association agree to meet and confer within sixty (60) days of the effective date of the legislation or decision to renegotiate said article or section.

#### **ARTICLE 6 - WAIVER**

The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement (except as provided in Article 5), even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this agreement. However, in the event the Police Chief, the City Manager or the City Council imposes a change in policy regarding the Unit which substantially affects wages, hours or other terms and conditions of employment not covered by this Memorandum of Understanding, the Association may request that the Town meet and confer regarding that change.

#### **ARTICLE 7 - MAINTENANCE OF BENEFITS**

A. Except as provided in the next paragraph, the status of all existing benefits and conditions of employment now enjoyed by classifications represented by the Association shall not be deemed affected by this agreement, except as specifically modified by provisions hereof. Where this Memorandum refers to a benefit in the Town of Colma *Personnel Policies*, that benefit may be modified by the Town after meeting and conferring with the Association.

B. Town may not require Members who were hired on or before December 31, 2007, to pay or contribute premiums for medical or hospital insurance unless the Town has first met with and obtained the agreement of the Colma Police Officers' Association.

## **ARTICLE 8 - DURATION AND RENEWAL**

Unless otherwise specifically provided herein, this Memorandum of Understanding shall run from June 1, 2007 to May 31, 2010. It shall be automatically renewed on June 1, 2010, and shall be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least sixty (60) days prior to June 30 of each year that it desires to modify the Memorandum of Understanding. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days prior to the anniversary date.

## **ARTICLE 9 - WORK PERIOD AND HOURS**

A. The work period established for Members is a regularly recurring period of eighty-four (84) hours in 14 consecutive days effective December 17, 2006.

B. Except as provided in paragraph 9.C, all Members will be on the same fourteen (14) day work period and will be scheduled to work up to eighty-four hours in fourteen (14) consecutive workdays. Members may be assigned to a team concept, working three (3) days one week and four (4) days the next week.

C. A Member hired or promoted after July 1, 1999, a Member placed on special assignment with his or her consent, a Member placed on special assignment without his or her consent for a period up to 60 days, a Member placed on training for a period longer than three consecutive days but less than 61 days, and a Member placed on an Administrative, Medical, Family Care or Pregnancy Disability leave shall work a work period determined in writing by the Chief of Police, which may be (i) seven days, twelve hours per day during a work period, (ii) four days, ten hours per day during a work week, or (iii) five days, eight hours per day during a work week. Special assignments include, but are not limited to assignment as a Field Training Officer (FTO), an Officer in Charge (OIC), and a Detective.

D. The work schedule shall include paid time for meal breaks, except for Members attending training classes and Members attending court sessions, in which case meal breaks shall not be compensable time.

E. Daylight Savings-Standard Time Transition

- (1) In the spring when transitioning to Daylight Savings Time, Members working during the one hour transition from Standard Time to Daylight Savings Time will be paid for actual hours worked. Members working on a shift that includes the one hour transition may be granted an option by the Chief to work an additional hour at his or her base hourly rate or use compensatory time or vacation time to make up for the lost work hour.

- (2) In the fall when transitioning to Standard Time, Members working during the one hour transition from Daylight Savings Time to Standard Time will be paid for actual hours worked and overtime pay, if actual hours worked or counted as worked in that work period exceed eighty-four (84) hours.

**ARTICLE 10 - STAFFING LEVELS**

The Police Chief shall maintain a minimum of two sworn employees on each work shift for patrol purposes.

**ARTICLE 11 - SHIFT SELECTION**

- A. Effective for shift sign ups for calendar year 2008, Members will sign up for shifts by seniority in 6 month increments, for a one year time frame (January through December). Shifts will rotate in January and July of every year and each Member must work six (6) consecutive months on an alternative shift every two (2) years. The Chief or his designee may assign a Member to an alternate shift at any time for the good of the organization. Members who have not rotated after eighteen (18) months will be assigned to an alternative shift by the Chief or his or her designee.
- B. Mandatory rotation and team concept will begin in January of 2008.

**ARTICLE 12 - SHIFT EXCHANGE**

All Members may be permitted to substitute for another of equal rank during scheduled work hours, as herein provided. Trading shall be limited to one shift in any calendar week and any Member requesting a trade shall submit a written request to the Chief or designee seven (7) days prior to the first day of the trade. No trade shall be made unless the Chief or designee approves the trade in writing. The traded shift shall be paid back within the same 14-day work period. This shift trading is strictly voluntary on the part of Members and is for their benefit, not the benefit of the Town. If for any reason the shift trade causes an employee to work more than eighty-four (84) hours in a pay period, Town shall exclude the hours worked as a substitute in calculating overtime.

**ARTICLE 13 - SALARIES**

- A. The Town shall pay Members an amount determined by multiplying the number of hours worked in a pay period by the hourly rate of pay for the Member during the periods shown in the following table.

**BASE RATE SALARY TABLES**

**Table 1 (No Education Incentive)**

**June 3, 2007 – June 27, 2008**

	Step 1	Step 2	Step 3	Step 4
5% increase	36.75	38.59	40.52	42.55

**June 28, 2008 – June 26, 2009**

	Step 1	Step 2	Step 3	Step 4
4% increase	38.22	40.13	42.14	44.25

**June 27, 2009 and thereafter**

	Step 1	Step 2	Step 3	Step 4
4% increase	39.75	41.74	43.83	46.02

**Table 2 (Education Incentive at 4%)**

**June 3, 2007 – June 27, 2008**

	Step 1	Step 2	Step 3	Step 4
5% increase	38.22	40.13	42.14	44.25

**June 28, 2008 – June 26, 2009**

	Step 1	Step 2	Step 3	Step 4
4% increase	39.75	41.74	43.83	46.02

**June 27, 2009 and thereafter**

	Step 1	Step 2	Step 3	Step 4
4% increase	41.34	43.41	45.58	47.86

**Table 3 (Education Incentive at 6%)**

**June 3, 2007 – June 27, 2008**

	Step 1	Step 2	Step 3	Step 4
5% increase	38.96	40.91	42.96	45.11

**June 28, 2008 – June 26, 2009**

	Step 1	Step 2	Step 3	Step 4
4% increase	40.52	42.55	44.68	46.91

**June 27, 2009 and thereafter**

	Step 1	Step 2	Step 3	Step 4
4% increase	42.14	44.25	46.46	48.78

**Table 4 (Education Incentive at 8%)**

**June 3, 2007 – June 27, 2008**

	Step 1	Step 2	Step 3	Step 4
5% increase	39.69	41.67	43.75	45.94

**June 28, 2008 – June 26, 2009**

	Step 1	Step 2	Step 3	Step 4
4% increase	41.28	43.34	45.51	47.79

**June 27, 2009 and thereafter**

	Step 1	Step 2	Step 3	Step 4
4% increase	42.93	45.08	47.33	49.70

**B. FICA and PERS Member Contributions**

Each Member shall pay the employee share of FICA (Social Security and Medicare) taxes and the employee's contributions to the Public Employees Retirement System (PERS).

**C. Educational Incentive Program**

- (1) Except as provided in this section, there are no incentive pays.
- (2) This Program is adopted for the benefit of the Members in recognition of certain specified educational achievements. Eligible Members shall receive the specified additional compensation only under one of the formulas:
  - (a) A four percent (4%) increase of his or her hourly base rate shall be provided to Members who possess an Associates of Arts Degree in Administration of Justice, Police Science, or a related field, or an Intermediate POST Certificate. Officers with this incentive shall be classified as Police Officer 2 and compensated according to Salary Table 2, above. Once this salary increase is awarded it shall continue regardless of future promotions to higher non-management positions. However, it shall not be added to the incentive paid for more advanced degrees provided in subsections (b) and (c) below.
  - (b) A six percent (6%) increase of his or her hourly base rate shall be provided to Members who possess a Baccalaureate Degree in Administration of Justice, Police

Science, or a related field, or an Advanced POST Certificate. Officers with this incentive shall be classified as Police Officer 3 and compensated according to Salary Table 3, above. Once this salary increase is awarded it shall continue regardless of future promotions to higher non-management positions. However, it shall not be added to the incentive paid for a more advanced degree provided in subsection (c) below.

(c) An eight percent (8%) increase of his or her hourly base rate shall be provided to Members who possess a Masters Degree in Administration of Justice, Police Science, or a related field. Officers with this incentive shall be classified as Police Officer 4 and compensated according to Salary Table 4, above. Once this salary increase is awarded it shall continue regardless of future promotions to higher non-management positions.

(3) The following Members are eligible for Education Incentive Pay:

(a) A member who is a regular, non-probationary employee of the Town and has had at least twelve (12) months of sworn law enforcement experience in a municipal law enforcement agency; or

(b) A lateral hire with five years of law enforcement experience when the Chief of Police has determined in his or her discretion to grant Education Incentive prior to the conclusion of the Member's probationary period.

(4) Documentation must be provided in order to receive the incentive. It is the Member's responsibility to forward to the Chief of Police the documents which certify eligibility for educational incentives. The incentive will commence on the first day of the pay period following the award date of the degree and/or certificate.

#### D. Field Training Officer

A Member assigned to serve as a Field Training Officer will receive a 5% differential of his or her base rate as shown in salary tables above for actual hours worked as Field Training Officer, which may be less than an entire shift.

#### E. Detective

A Member assigned to serve as a Detective will receive a 5% differential of his or her base rate as shown in salary tables above for all hours compensated during the assignment.

#### F. Officer in Charge

A Member assigned to serve as Officer in Charge will receive a 5% differential of his or her base rate as shown in salary tables above for actual hours worked, which may be less than an entire shift. The Officer in Charge (OIC) assignment and duration is made at the discretion of the Police Chief. Members who are currently under a performance improvement plan, received a sub-standard rating in one more categories on his or her most recent annual evaluation, or received a written reprimand or more serious discipline within six months from assignment may be restricted from applying for the OIC assignment. Two years of sworn Police Officer experience with the

Colma Police Department is preferred.

## **ARTICLE 14 - OVERTIME**

A. Members will be routinely scheduled to work eighty-four (84) hours in a fourteen (14)-day work period. Members will receive overtime when a Member has worked in excess of eighty-four (84) hours during the fourteen (14)-day work period, subject to the provisions below. For purposes of this section, vacation leave that was scheduled and approved at least 28 days prior to the date taken off, sick leave, bereavement and training hours will count towards hours worked. Vacation leave not scheduled and approved at least 28 days prior to the date taken off, administrative leave and compensatory time used will not count as hours worked for purposes of this section.

- (1) Overtime must be approved by the Chief of Police or Designee.
- (2) The overtime pay rate will be paid as defined in the FLSA except for designated significant holiday pay.
- (3) All overtime worked which is less than one hour increments in a work shift shall be compensated in fifteen-minute increments.

B. Notwithstanding the foregoing, the Member may, in his or her sole discretion, take or bank Compensatory Time Off in lieu of overtime pay. A Member's Compensatory Time Leave Bank must not exceed a maximum leave balance of eighty (80) hours.

C. A Member who is subpoenaed to testify on his or her day off at any judicial, civil or administrative hearing, including but not limited to Superior Court, Municipal Court, Traffic Court, DMV hearing, civil deposition or parole hearing, on a matter arising out of the Member's course and scope of employment, shall earn overtime as follows:

- (1) While at the place of the hearing, the Member shall earn overtime from the time first required to be there until the time released, except for meal breaks. The Member will be paid for only one block of time in a day, regardless of the number of matters that may require the Member's appearance. Except for the circumstances described in paragraphs 2 and 3, the Member will earn a minimum of four hours of overtime for the day.
- (2) If placed on telephone standby by the District Attorney, the Member shall earn two (2) hours of overtime for all time on standby. If the Member is called to court, he or she will receive overtime from the time first required to be there until the time released, except for meal breaks. The Member called to court will receive court overtime in lieu of standby overtime. In all cases, members must have authorization from a supervisor prior to accepting the telephone standby.
- (3) When a Member is required to be at the place of the hearing within four hours prior to his or her shift, the Member shall earn overtime from the time first required to be at the hearing until the beginning of his or her scheduled shift, except for meal breaks. When a Member is required to be at the place of the hearing within one

hour after his or her shift, the Member shall earn overtime from the end of his or her shift until the time released, except for meal breaks.

- (4) While testifying by telephone, Members shall earn overtime for the time the Member is required to be on the telephone.

D. A Member who is called to work within four hours of the start of his or her shift will receive at least one (1) hour of regular pay if actual time worked is less than one (1) hour and overtime pay, if actual hours worked or counted as worked in a work period exceed eighty-four (84) hours.

E. A Member, who is called to work on his or her day off, or after having been relieved of duty for the day at least one hour prior, shall earn overtime for the time the Member is called back, with a minimum of four (4) hours of overtime. If the callback shift exceeds four (4) hours, the Member will be compensated overtime on an hour for hour basis after the first four (4) hours.

F. All training scheduled on a Member's day off will be compensated on an hour for hour basis and overtime pay, if actual hours worked or counted as worked in a work period exceed eighty-four (84) hours. Firearms training will normally be conducted while the Member is on duty. If the Member must attend the range while off duty, he or she will be limited to two hours per quarter and will be compensated on an hour for hour basis and overtime pay as required by FLSA. The first quarter begins in January of every year.

G. K-9 handlers will receive seven (7) hours of overtime pay per pay period to compensate for any work after scheduled hours that may be required to feed and care for the canine unit in Member's charge.

#### **ARTICLE 15 - HOLIDAY PAY**

A. Effective the first day of the pay period following City Council approval and authorization to executive this memorandum of understanding, Members will be paid additional compensation for holiday leave at the rate of five percent (5%) of his or her base hourly rate of pay according to his or her classification as shown in salary tables above for all hours except overtime. Said compensation shall be paid at the same time and manner as the Member is usually paid his or her salary, without regard for the number of holidays occurring or worked during the pay period and will be included in the FLSA overtime calculation. This policy is in lieu of the holiday schedule and holiday leave policy set forth in the Town of Colma *Personnel Policies*.

B. Notwithstanding the above, Members who work on designated significant holiday shifts will be compensated at one and a half (1.5) times his/her base rate as defined in the salary tables. The designated significant holiday shifts are 6:00pm to 6:00am on Thanksgiving, December 24 and December 31 and 6:00am to 6:00pm on Thanksgiving, December 25 and January 1.

#### **ARTICLE 16 - LEAVES**

A. Sign up for vacation periods for the upcoming calendar year shall be completed by December 31. Any Member who has not signed up for all vacation time he or she is entitled to by midnight on December 31 shall lose all priority he or she is entitled to because of higher seniority. A Member may accrue unused vacation time up to two times the number of hours the Member may earn in one year. For example, a Member with two years of service may accrue up to 160 hours of

unused vacation time while a Member with more than 15 years of service may accrue up to 400 hours. Once a Member has accrued the maximum number of hours of unused vacation time, the Town shall pay the Member for any additional vacation time earned.

B. Notwithstanding the provisions of the Town of Colma *Personnel Policies regarding leaves:*

- (1) A Member shall accrue personal leave (as defined in the Town's *Personnel Policies*) while on disability leave of absence under Labor Code section 4850.
- (2) Members will accrue sick leave at a rate of 8 hours per month.
- (3) Upon separation of employment with the Town, an employee is not entitled to be paid for his or her accrued and unused sick leave except as follows: an employee who is eligible for and who has applied for retirement under the California Public Employees Retirement System within sixty (60) days of separation from the Town of Colma may, at the employee's option, convert unused and accrued sick leave to additional PERS service credit or be paid for unused and accrued sick leave, provided that the number of hours to be converted or paid shall not exceed 1,092 hours. Nothing herein shall prevent a member from accruing sick leave beyond 1,092 hours and, while employed, taking paid sick from the total amount of accrued sick leave in accordance with the Sick Leave Policy of the Town.

C. The Town will administer Family Leave in accordance with state and federal law.

### **ARTICLE 17 - REIMBURSEMENTS**

A. Uniform and Equipment Allowance.

- (1) The Town agrees to pay to all full-time Members an annual uniform and equipment allowance for use in the line of duty for the coming year. The allowance shall be paid on the first pay date in March of each fiscal year in a separate pay check. The amount of the annual allowance shall be:

March 2008	\$850
March 2009	\$865
March 2010	\$880

- (2) A Member not working the full year prior to the payment will be paid a pro-rated sum of the yearly allowance.
- (3) The uniform and equipment allowance may be spent on any item permitted by the Chief to be worn or used, except the Member's service weapon. A Member shall not be required to purchase any item that the Town is required by law to provide to peace officers.
- (4) The service weapon for new Members, or for current Members who need to replace their existing personal weapon, shall be the service weapon provided and maintained by the Town or a weapon provided and maintained by the Member which the Chief has approved. Upon termination of employment for any reason, a

Member using a service weapon provided by the Town shall return the weapon to the department.

B. Damage to Personal Property and Uniforms.

- (1) The Town shall reimburse a Member for damage to uniforms that are damaged during duty hours or while stored in their locker at a Town facility, providing that the Member made a reasonable effort to safeguard the uniform. This reimbursement shall be made on approval of the Police Chief.
- (2) The Town shall reimburse a Member for damage of personal property in the performance of his/her duty, subject to the following restrictions:
  - (a) The maximum reimbursement for items of personal property necessity such as eye glasses and hearing aids shall be Two Hundred Dollars (\$200.00).
  - (b) The maximum reimbursement for the damage of all other personal property shall be Fifty Dollars (\$50.00).
  - (c) Requests for reimbursement for the damage of personal property must be made within the shift in which the damage occurs.
  - (d) Reimbursement of damaged property must be approved by the Chief of Police.

C. Tuition Reimbursement. Regular, full-time Members shall be entitled to the Tuition Reimbursement benefits as described in the Town of Colma *Personnel Policies*.

## **ARTICLE 18 - RETIREMENT, HEALTH AND WELFARE BENEFITS**

A. PERS Retirement

The Town contracts with the California Public Employees Retirement System (PERS) for the "3% at 50," One-Year Final Compensation retirement plan. This allows a Member's final compensation to be calculated as the monthly average of the Member's highest 12 consecutive months' full-time equivalent monthly pay. Each Member shall contribute to PERS the employee's normal rate of contribution required by law, as may be amended from time to time by the State of California. The procedure is as follows: The Town includes the amount of the Member's PERS contribution in the Member's salary, but reports to the Internal Revenue Service that amount required by 26.U.S.C.414(h)(2). The Member does not have the right to directly receive the Member's PERS contribution in lieu of payment to PERS. The Town shall contribute all other costs and contributions necessary to implement this plan. If the Employer's contribution required by PERS increases over the present contribution, the Town shall pay the increase; if the Employer's contribution decreases, the Town shall keep the savings.

B. Deferred Compensation Plan

As to any Member who participates in the Town of Colma deferred compensation plan, the Town will pay a sum equal to the amount withheld from salary by the Member and contributed to the

Plan, up to \$100 per month. The City Manager may establish reasonable rules and procedures for implementing this plan. If the additional sum contributed by the Town causes the Member's contribution to exceed the maximum amount allowed under federal law as deferred compensation, then such sum shall be reported as taxable income of the Member.

C. Medical, Dental, Vision, and Life Insurances

Medical, dental, vision, and life insurance are as provided in the Town of Colma *Personnel Policies*. Notwithstanding the above:

- (1) Members hired on or after January 1, 2008, will not receive Town-paid dental benefits upon retirement. Members hired prior to January 1, 2008, will continue to receive Town-paid dental benefits upon retirement to the same extent as other Town employees.
- (2) Members hired on or after January 1, 2008, or the first day of the pay period following City Council's approval of a resolution and implementation of a cafeteria plan, whichever is later, will receive Town paid health benefits up to the second most costly plan offered by the Public Employees Medical Care and Hospital Act for which he or she is eligible and enrolls. Employees choosing to enroll in a plan that is more expensive than the second most costly plan may do so by paying the difference in the amount of the Town's contribution and the plan selected by the employee. Further, eligible employees may be able to contribute funds to a cafeteria plan for purposes of paying such difference, subject to the terms and conditions of any such cafeteria plan. For Members hired on or after January 1, 2008, or the first day of the pay period following City Council's approval of a resolution and implementation of a cafeteria plan, whichever is later, Town paid contributions up to the second most costly plan level will continue if and when they become eligible PERS Annuitants.
- (3) Members hired prior to January 1, 2008, or prior to the first day of the pay period following City Council's approval of a resolution and implementation of a cafeteria plan, whichever is later, will continue to receive paid health benefits through any plan offered by CalPERS through the Public Employees Medical Care and Hospital Act for which he or she is eligible and enrolls. If the cost of the plan selected by the employee exceeds the amount of the Town's contribution pursuant to its applicable contract with CalPERS, the Town shall contribute an amount to offset the difference to a cafeteria plan for the employee to use in this regard. For Members hired prior to January 1, 2008, or the first day of the pay period following City Council's approval of a resolution and implementation of a cafeteria plan, whichever is later, Town paid contributions for any plan offered will continue if an when they become eligible PERS Annuitants. If the cost of the plan selected by an eligible PERS Annuitant exceeds the amount of the Town's contribution pursuant to its applicable contract with CalPERS, the Town shall pay the Annuitant an amount to offset the difference.

D. Health Club Membership

Health Club Membership benefits are as provided in the Town of Colma *Personnel Policies*.

E. Funeral Expenses

Effective upon City Council approval and authorization to executive this memorandum of understanding, the Town shall pay fifteen thousand dollars (\$15,000) to the executor, administrator or personal representative of the estate of, or to the trustee authorized to pay funeral expenses for, any Member killed in the line of duty.

**ARTICLE 19 – PAYROLL ERRORS**

A. To ensure that system or other errors which affect an employee’s pay are processed in an efficient and effective manner, the Town shall notice the affected employee as soon as practicable.

- (1) Payroll errors detected by an employee shall, as soon as practicable, be communicated to the Accountant, or his or her designee. In the case of under payment, the Accountant or his or her designee will process the appropriate adjustments as soon as practicable.
- (2) Payroll errors identified by the Accountant or his or her designee will be communicated to the employee either directly or through the Police Chief.
- (3) Under payments will be processed as soon as practicable.
- (4) In the event of an overpayment, the Accountant or his or her designee will determine a reasonable repayment schedule and inform the employee of the schedule directly or through the Police Chief. The affected employee shall be given an opportunity to discuss the repayment schedule and, if necessary, to request a reasonable adjustment to it. Factors considered in determining a reasonable adjustment to the repayment schedule include but are not limited to, the employee’s normal salary, and other financial obligations of the employee. The Town and the Association agree that the Town will use any and all legal remedies to recover any salary overpayment made to the employee from the employee’s wages in the event that (1) the employee does not respond within 5 working days of being notified of the overpayment or (2) mutual agreement on the repayment schedule is not achieved within 10 working days of the employee being notified of the overpayment.

**ARTICLE 20 - GRIEVANCE PROCEDURE**

Grievance procedures are provided as stated in the Town of Colma *Personnel Policies*.

**ARTICLE 21 - SAFETY VESTS**

The parties have met and conferred and agreed to the Town Safety Vest Policy.

**ARTICLE 22 – DEFINITIONS**

As used in this Memorandum:

“Base rate” means the hourly rate of pay, by each job classification shown in the tables in Article 13

of this Memorandum.

"Personnel Policies" means the provisions, policies and regulations adopted by the City Council as Chapter Three of the Colma Administrative Code, or its successor, and the procedures and regulations adopted by the City Manager to implement the provisions of Chapter Three of the Colma Administrative Code or its successor.

"Designated Significant Holiday Shifts" are defined in paragraph 15.B

**IN WITNESS WHEREOF:**

Dated \_\_\_\_\_ COLMA POLICE OFFICERS ASSOCIATION

By \_\_\_\_\_

\_\_\_\_\_  
[Printed Name and Title]

Dated \_\_\_\_\_ TOWN OF COLMA

Attest: \_\_\_\_\_ By \_\_\_\_\_