

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE TOWN OF COLMA**  
**AND**  
**THE COLMA PEACE OFFICERS ASSOCIATION**

**April 7, 2019 to June 30, 2022**

## TABLE OF CONTENTS

	Page
ARTICLE 1 PURPOSE AND INTENT.....	1
ARTICLE 2 REPRESENTATION.....	1
ARTICLE 3 RIGHTS RESERVED .....	1
ARTICLE 4 MANAGEMENT OBLIGATIONS .....	2
ARTICLE 5 SEVERABILITY .....	2
ARTICLE 6 WAIVER .....	2
ARTICLE 7 MAINTENANCE OF BENEFITS.....	2
ARTICLE 8 DURATION AND RENEWAL .....	3
ARTICLE 9 WORK PERIOD AND HOURS .....	3
ARTICLE 10 STAFFING LEVELS.....	3
ARTICLE 11 SHIFT SELECTION.....	4
ARTICLE 12 SHIFT EXCHANGE .....	4
ARTICLE 13 SALARIES .....	4
ARTICLE 14 OVERTIME AND COMPENSATORY PAY.....	6
ARTICLE 15 HOLIDAY PAY .....	8
ARTICLE 16 LEAVES .....	8
ARTICLE 17 REIMBURSEMENTS.....	9
ARTICLE 18 RETIREMENT, HEALTH AND WELFARE BENEFITS.....	10
ARTICLE 19 PAYROLL ERRORS.....	12
ARTICLE 20 GRIEVANCE PROCEDURE.....	13
ARTICLE 21 SAFETY VESTS .....	13
ARTICLE 22 DEFINITIONS .....	13

# **MEMORANDUM OF UNDERSTANDING**

[See Article 22 for definitions]

## **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, the Commander, and the Police Chief. This agreement has been developed in the interest of promoting and improving employee relations between the Town of Colma (hereinafter referred to as the Town) and the Colma Peace 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 Subchapter 3.09 of the Administrative Code of the Town.

## **ARTICLE 2 - REPRESENTATION**

A. The Town hereby recognizes the 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 Members' pay checks 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 Police Chief 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 or if any chapter or section of the Town's Personnel Policies referred to in this Memorandum 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 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 Association 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. 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 of this Memorandum.

B. Except as expressly stated in this Memorandum, where this Memorandum refers to a benefit in the Town's Personnel Policies, that benefit may only be modified by the Town after meeting and conferring with the Association.

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

Unless otherwise specifically provided herein, this Memorandum of Understanding shall run from April 7, 2019 to June 30, 2022. It shall be automatically renewed from year to year thereafter, with no scheduled salary increases, unless either party shall have notified the other, in writing, at least sixty days prior to the expiration date that it desires to modify the Memorandum of Understanding. In the event that such notice is given, negotiations shall begin within thirty days of delivery of the notice of intent to modify the Memorandum of Understanding.

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

A. The work period established for Members is a regularly recurring period of eighty-four (84) hours in fourteen consecutive days. The Police Chief may, in writing, establish the beginning and ending day and time of a work period.

B. Except as provided in paragraph 9.C, all Members will be on the same fourteen day work period and will be scheduled to work up to eighty-four (84) hours in fourteen consecutive workdays. Members may be assigned to a team concept, working three days one week and four days the following week.

C. 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.

D. 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 in a work period.

## **ARTICLE 10 - STAFFING LEVELS**

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

## **ARTICLE 11 - SHIFT SELECTION**

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 consecutive months on an alternative shift every two years. The police 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 months will be assigned to an alternative shift by the Chief or his or her designee.

## **ARTICLE 12 - SHIFT EXCHANGE**

A. 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 Police Chief or designee seven days prior to the first day of the trade. No trade shall be made unless the Police Chief or designee approves the trade in writing. The traded shift shall be paid back within the same fourteen-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. The Town shall exclude the hours worked as a trade in calculating overtime.

B. Once the exchange has been signed by both Members and approved by the Police Chief or his or her designee, it will be the responsibility of the person agreeing to work the shift to cover that shift.

## **ARTICLE 13 – SALARIES**

A. Effective in the first pay period beginning after the Council ratifies this MOU, the Town shall pay each Member an amount determined by multiplying the number of hours worked in a pay period by the applicable hourly base rate of pay shown for the Member in Appendix A. However, the increases scheduled for July 1, 2021 and January 1, 2022 are expressly contingent upon, and will not be implemented unless, the Town's projected revenues exceed its operation expense projections for FY 2021-22 as set forth in the FY2021-22 Budget upon adoption on June 9, 2021.

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 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. Members with this incentive shall be classified as Police Officer 2 or Police Sergeant 2 and compensated according to Appendix A. 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 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. Members with this incentive shall be classified as Police Officer 3 or Police Sergeant 3 and compensated according to Appendix A. 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.

(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 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 Police Chief 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 Police Chief 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 five percent 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 five percent 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 Police Officer assigned to serve as Officer in Charge will receive a five percent 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 or 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. A minimum of at least two years of sworn Police Officer experience with the Colma Police Department is preferred.

#### G. Retention Pay

Effective in the first pay period beginning after Council ratification of this Agreement, eligible Members may begin to receive Retention Pay in the amount of 2.5% for continuous 10 years of Town of Colma service, and an additional 2.5% for 20 years of continuous Town of Colma service, to a combined maximum of 5% Retention Pay. The percentage of Retention Pay shall be calculated on the Members base pay (not including incentive pay or any other differential pay). After the effective date above, Members are eligible for Retention Pay beginning in the first pay period following their anniversary date in which the employee meets its 10 year or 20 year of continuous Town service. For purposes of this section, "continuous" service shall include Town-approved leaves of absence and other leaves required by law.

### **ARTICLE 14 – OVERTIME AND COMPENSATORY PAY**

A. Members will be routinely scheduled to work eighty-four (84) hours in a fourteen-day work period. Members will receive overtime when a Member has worked in excess of eighty-four (84) hours during the fourteen day work period, subject to the provisions below. For purposes of this section, vacation leave that was scheduled and approved at least twenty-eight (28) days prior to the date taken off, sick leave, bereavement leave and training hours will count towards hours worked. Vacation leave not scheduled and approved at least twenty-eight (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 in advance by the Police Chief or Designee.
- (2) The overtime pay rate will be paid as defined in the FLSA.
- (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 at the rate of one and one-half hours for each hour of overtime worked. A Member's Compensatory Time Leave Bank will be established with a maximum leave balance of eighty 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 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 hour of regular pay, if actual time worked is less than one 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 hours of overtime. If the callback shift exceeds four hours, the Member will be compensated overtime on an hour for hour basis after the first four 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 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. In lieu of holiday pay, Members will be paid additional compensation at the rate of five percent 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's 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. Vacation Leave**

(1) 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.

(2) 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 one hundred-sixty (160) hours of unused vacation time while a Member with more than fifteen years of service may accrue up to four hundred (400) hours.

(3) Once a Member has accrued the maximum number of unused vacation hours set forth in Article 16A (2) above, the Member shall not earn any additional vacation hours until vacation is utilized to bring the amount of accrued vacation below the applicable cap or vacation is cashed out as permitted by this policy.

4) A Member may cash out a portion of his/her accrued vacation hours in accordance with Town's Personnel Policies.

### **B. Personnel Leave**

Notwithstanding the provisions of the Town's 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 eight hours per month.

(3) Upon separation of employment with the Town, a Member is not entitled to be paid for his or her accrued and unused sick leave except as follows:

(i) a Member hired prior to or on July 1, 2019 who is eligible for and who has applied for retirement under the California Public Employees Retirement System within four (4) months of separation from the Town (as required by the Administrative Code) may, at the Member'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.

(ii) a Member hired after July 1, 2019 who is eligible for and who has applied for retirement under the California Public Employees Retirement System within four (4) months of separation from the Town (as required by the Administrative Code) may, at the Member's option, convert unused and accrued sick leave to additional PERS service credit provided that the number of hours to be converted shall not exceed 1,092 hours. Accrued but unused sick leave shall have no cash value at separation for such Members.

(4) Nothing herein shall prevent a Member from accruing sick leave beyond 1,092 hours and, while employed, taking paid sick leave from the total amount of accrued sick leave in accordance with the Town's Sick Leave Policy.

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 full-time Members a uniform allowance. The amount of the annual allowance shall be one thousand and twenty-five dollars (\$1,025). Payment of the uniform allowance shall be paid a pro-rata amount on each paycheck (for example \$1,025 divided by 26 = \$39.43 per pay period). A one-time payment shall be issued on the next regular pay period after ratification of this MOU which shall equal to amounts earned March 1, 2016 to the date of contract ratification. This uniform allowance is not CalPERS reportable compensation for Members hired on or after January 1, 2013, who were never members of a public employee retirement system or who had a break in service of more than six months.

(2) A Member shall not be required to purchase any item that the Town is required by law to provide to peace officers.

(3) 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 at the Town's own expense, or a weapon provided and maintained by the Member which the Police 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.

(4) The Town shall provide, at the Town's own expense, new full-time Members an initial uniform consisting of the items determined by the Chief and approved by the City Manager.

### **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 Police Chief.

C. Tuition Reimbursement

Regular, full-time Members shall be entitled to the Tuition Reimbursement benefits as described in the Town's Personnel Policies.

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

A. PERS Retirement

(1) Classic – Tier One Hired before August 1, 2012

Members hired before August 1, 2012, that are enrolled in the California Public Employees Retirement System (PERS) shall receive a retirement allowance under the "3% at 50 Modified," formula, One-Year Final Compensation retirement plan, to the extent provided by law.

(2) Classic – Tier Two Hired on or after August 1, 2012

Members hired on or after August 1, 2012, including Members hired on or after January 1, 2013 who are not classified as "new members" (as defined in Gov't Code 7522.04(f)) under Public Employees' Pension Reform Act (PEPRA), that are enrolled in PERS shall receive a retirement allowance under the "3% at 55 Modified" formula, Three-Year Final Compensation retirement plan, to the extent provided by law.

(3) PEPRA - Hired on or after January 1, 2013

Members hired on or after January 1, 2013, who are classified as "new members" (as defined in Gov't Code 7522.04(f)) under PEPRA, that are enrolled in PERS shall receive a retirement allowance under the "2.7% @ 57 formula", Three-Year Final Compensation retirement plan, to the extent provided by law.

(4) Each Member shall contribute to PERS the employee's rate of contribution required by law relevant to his/her retirement formula, as may be amended from time to time by the State of California. 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's 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 one hundred dollars (\$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. Dental, Vision, and Life Insurances

Dental, vision, and life insurance are as provided in the Town's Personnel Policies, except that 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 miscellaneous Town employees.

D. Medical Insurance

(1) PEMHCA Minimum Contribution

The Town contracts with PERS pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA) for the purpose of providing eligible Members, dependents and annuitants with access to medical insurance. The Town shall revise its current PEMHCA contract with CalPERS through the adoption of a new PEMHCA resolution to provide that the Town shall pay to PERS, on behalf of each eligible active Member and each retired Member who qualifies for retiree medical benefits, a monthly employer contribution equal to the minimum contribution required under Section 22892(b)(2) of PEMHCA (PEMHCA Minimum). This amount is established by CalPERS and may change annually.

Pursuant to PEMHCA and relevant PERS regulations, a retired Member will qualify for retiree medical benefits if his or her retirement from the Town is effective within 120 days of his or her separation from employment with the Town and the retired Member receives a retirement allowance from CalPERS resulting from his or her service with the Town (Annuitant). Annuitants are eligible to continue health coverage under PEMHCA. An Annuitant will receive the PEMHCA Minimum regardless of hire date.

Supplemental benefits will be provided to Active Members and Annuitants in accordance with the terms set forth in Sections (2), (3) and (4) below.

(2) Supplemental Benefit for Active Members

The Town offers an Internal Revenue Code Section 125 Plan (Plan) which contains premium conversion, health care reimbursement and dependent care reimbursement as available benefits. The availability of the Plan is contingent on compliance with State and Federal rules and regulations. The Town and Association agree to meet and confer if any part of the Plan is found to be noncompliant regarding a replacement provision. In addition to the PEMHCA Minimum, the Town contributes for eligible Active Members an additional amount to be used to pay for premiums for Health Insurance Coverage through the Plan. The amount of the additional monthly contribution for each Active Member's PERS health insurance premium is based on the date of hire. An Active Member may not use the contribution for other reasons.

(i) Active Members Hired Prior to June 1, 2008 (Tier A)

Active Members hired prior to June 1, 2008, will receive a contribution under the Plan equal to the full cost of the PERS health plan selected, for which he or she and his or her dependents are eligible and enrolled, minus the PEMHCA minimum contribution.

The Town may not require Tier A Active Members to pay or contribute premiums for medical or hospital insurance unless the Town has first met with and obtained the agreement of the Association.

(ii) Active Members Hired on or after June 1, 2008 but on or before June 30, 2012 (Tier B)

Active Members hired on or after June 1, 2008 and on or before June 30, 2012, will receive a contribution under the Plan equal to the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of second most costly plan offered by CalPERS, minus the PEMHCA Minimum. Members may select enrollment in a plan that exceeds the maximum Employer contribution and the difference in cost will be paid by the Member through payroll deductions.

(iii) Active Members Hired on or after July 1, 2012 but on or before December 31, 2016 (Tier C)

Active Members hired on or after July 1, 2012 and on or before December 31, 2016, will receive a contribution under the Plan in the same amount and manner as Active Members described in Tier B (section ii) above.

(iv) Active Members Hired on or after January 1, 2017 (Tier D)

Active Members hired on or after January 1, 2017, will receive a contribution under the Plan in the same amount and manner as Active Members described in Tier B (section ii) above.

(3) Supplemental Benefit for Annuitants Originally Hired Before January 1, 2017

In addition to the PEMHCA Minimum, each Annuitant hired by the Town on or before December 31, 2016 is eligible for an Employer contribution, as set forth below, to be used for reimbursement of additional medical costs under a Retiree Health Reimbursement Arrangement (HRA) established by the Employer. Receipt of Reimbursements may be made through a third-party administrator and subject to administrative requirements.

(i) Annuitants Who Were Originally Hired Prior to June 1, 2008 (Tier A)

Annuitants hired by the Town prior to June 1, 2008, will receive a monthly HRA contribution equal to the monthly cost of the PERS health plan selected, for which he or she and his or her dependents are eligible and enrolled, minus the PEMHCA Minimum.

The Town may not require Tier A Annuitants to pay or contribute premiums for medical or hospital insurance unless the Town has first met with and obtained the agreement of the Association.

(ii) Annuitants Who Were Originally Hired on or after June 1, 2008, but on or before June 30, 2012 (Tier B)

Annuitants hired by the Town on or after June 1, 2008, but on or before June 30, 2012, will receive an HRA contribution equal to the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of second most costly plan offered by CalPERS, minus the PEMHCA Minimum.

(iii) Annuitants Who Were Originally Hired on or after July 1, 2012 but on or before December 31, 2016 (Tier C)

Annuitants hired by the Town on or after July 1, 2012, but on or before December 31, 2016, who have five years of service with the Town and at least ten years of total PERS service credit, will receive an HRA contribution equal to the "applicable percentage" of the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of the second most costly plan offered by PERS, as adjusted by the "applicable percentage", minus the PEMHCA Minimum.

The "applicable percentage" shall be determined on the basis of the Annuitant's years of service (with a minimum of five years of service with the Town) pursuant to the following vesting schedule:

<b>CREDITED YEARS OF SERVICE</b>	<b>APPLICABLE PERCENTAGE</b>
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or More	100%

Notwithstanding the preceding service requirement, the contribution payable by the Town shall be equal to 100 percent of the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of second most costly plan offered by CalPERS, minus the PEMHCA Minimum, on behalf of any annuitant who retired for industrial disability.

This benefit is structured in accordance with the PERS statutory vesting schedule in Government Code Section 22893 such that Tier C Annuitants will receive retiree medical benefits calculated in accordance with the statutory vesting schedule and related provisions of Section 22893, as it may from time to time be amended, provided that only the PEMHCA Minimum will be paid directly to CalPERS and the remaining amount, as described in the first paragraph of this Section (D)(3)(iii), will be provided to Tier C Annuitants in the form of a reimbursement under the terms of the HRA.

(iv) Retiree Health Benefit Preserved in Event of Reinstatement and Subsequent Retirement

In accordance with AB 410 (2013), as codified in Government Code Section 22838, an Annuitant eligible for retiree health benefits pursuant to Section (D)(3)(i), (ii) or (iii) who reinstates from retirement may, upon his or her subsequent retirement, elect to enroll in a health benefit plan approved or maintained by CalPERS as an annuitant of the Town and receive the applicable benefit under Section (D)(3)(i), (ii) or (iii), if all of the following apply:

(a) The subsequent retirement occurs on or after January 1, 2014;



- (b) The Annuitant is eligible for retiree health coverage through the Town prior to reinstatement from retirement;
- (c) The subsequent retirement occurs within 120 days of separation; and
- (d) The retiree health contribution available from the Town is higher than the retiree health contribution from the employer through which the subsequent retirement occurs.

To the extent that the Town's conversion to the PEMHCA Minimum causes the requirement at (d) above to fail and, as a result, the Annuitant enrolls in a PERS health benefit plan through the subsequent employer, the Town shall cause the difference between the total benefit described in Section (D)(3)(i), (ii) or (iii), as applicable, and the retiree health benefit to which he or she is entitled under the subsequent employer, to be paid to the Annuitant in the form of a reimbursement under the HRA of substantiated expenses for a PERS health insurance plan in which he or she has enrolled.

(4) Retirement Health Savings Program (RHSP)

As soon as administratively possible, the Town will establish a Retirement Health Savings Program (RHSP). The RHSP will use a third-party administrator selected by the Town. The design of the RHSP is intended to be a tax advantaged savings plan to be used exclusively for qualifying medical expenses during retirement.

(i) Mandatory Participation - Members Hired on or after January 1, 2017

Members hired on or after January 1, 2017 receive a monthly Employer contribution to an individual account under the RHSP. The Town shall contribute to the Member's individual RHSP account an amount equivalent to one and one-half percent (1.5%) of the Member's monthly base salary as shown in the Town's adopted salary schedule. The base salary for the initial month of service and final month of service shall be prorated based on actual base salary paid in those months.

(ii) Optional Participation - Members Hired Prior to January 1, 2017

Members hired prior to January 1, 2017 may exercise a one-time irrevocable election and waiver as defined in the RHSP Plan Document. Any Member who elects to receive the RHSP benefit shall receive the same benefit as described in Section (D)(4)(i) above and will no longer receive the benefits in Section (D)(3) above.

E. Health Club Membership

Health Club Membership benefits are as provided in the Town's Personnel Policies.

F. Funeral Expenses

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 a Members pay are processed in an efficient and effective manner, the Town shall notice the affected Member as soon as practicable.

B. Payroll errors detected by a Member shall, as soon as practicable, be communicated to the City Manager, or his or her designee. In the case of under payment, the City Manager or his or her designee will process the appropriate adjustments as soon as practicable.

C. Payroll errors identified by the City Manager or his or her designee will be communicated to the Member either directly or through the Police Chief.

D. Under payments will be processed as soon as practicable.

E. In the event of an overpayment, the City Manager or his or her designee will determine a reasonable repayment schedule and inform the Member of the schedule directly or through the Police Chief. The affected Member 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 Member's normal salary, and other financial obligations of the Member. The Town and the Association agree that the Town will use any and all legal remedies to recover any salary overpayment made to the Member from the Member's wages in the event that (1) the Member does not respond within five working days of being notified of the overpayment or (2) mutual agreement on the repayment schedule is not achieved within ten working days of the Member being notified of the overpayment.

**ARTICLE 20 - GRIEVANCE PROCEDURE**

Grievance procedures are provided as stated in the Town's Personnel Policies.

**ARTICLE 21 - SAFETY VESTS**

The parties have met and conferred and agreed to the Town's 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 Appendix A 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.

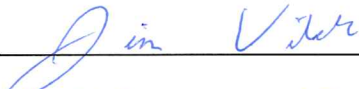
"Designated Significant Holiday Shifts" are defined in paragraph 15.B.


## ARTICLE 23 - TRANSITION

A. Upon execution, this Memorandum of Understanding will supersede the Memorandum of Understanding between the parties and for the period from July 1, 2016 through June 30, 2019.

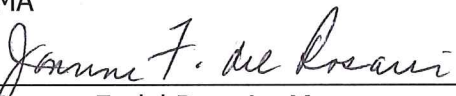
IN WITNESS WHEREOF:


Dated 4/24/19 COLMA PEACE OFFICERS ASSOCIATION

By   
JAMES VITALE / SERGEANT  
Print Name and Title

Attest   
ANTHONY BERKOWITZ / OFFICER  
Print Name and Title

Dated 4/26/19 TOWN OF COLMA

By   
Joanne F. del Rosario, Mayor

Attest   
Caitlin Corley, City Clerk