

**TOWN OF SAN ANSELMO
RESOLUTION NO. 4017**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO AUTHORIZING THE TOWN
MANAGER TO ADOPT THE PROPOSED TRANSITION AGREEMENT BETWEEN THE TOWN OF SAN
ANSELMO, THE SAN ANSELMO POLICE OFFICERS' ASSOCIATION, THE TWIN CITIES POLICE AUTHORITY,
AND THE TWIN CITIES POLICE OFFICERS' ASSOCIATION**

WHEREAS, the Town of San Anselmo, the Twin Cities Management Committee, the San Anselmo Police Officers' Association, and the Twin Cities Police Officers' Association have reached agreement regarding the transition of employees working for the Town of San Anselmo and represented by the San Anselmo Police Officers' Association to the Twin Cities Police Authority;

WHEREAS, the parties hereby agree that all terms within the attached Exhibit A, "Transition Agreement," shall continue in full force and effect unless modified by mutual agreement of all parties; and

NOW, THEREFORE, BE IT RESOLVED that the San Anselmo Town Council hereby authorizes the Town Manager to enter into an agreement with the Twin Cities Police Authority, the San Anselmo Police Officers' Association, and the Twin Cities Police Officers' Association to the Transition Agreement in accordance with the terms set forth.

* * *

IT IS HEREBY CERTIFIED that the Town Council of the Town of San Anselmo adopted the foregoing resolution at a special meeting held on the 27th day of December, 2012, by the following vote, to wit:

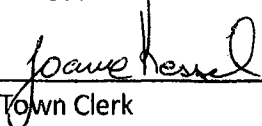
AYES: Coleman, Greene, Kroot

NOES: None

ABSENT: Lopin, McInerney


MAYOR

ATTEST:


Town Clerk (For Barbara Chambers)

Resolution 9/12

Exhibit A

POLICE SERVICES TRANSITION AGREEMENT BETWEEN THE TOWN OF SAN ANSELMO, THE SAN ANSELMO POLICE OFFICERS' ASSOCIATION, THE TWIN CITIES POLICE AUTHORITY, AND THE TWIN CITIES POLICE ASSOCIATION

December 18, 2012

The Town of San Anselmo (hereinafter "Town"), the San Anselmo Police Officers Association (hereinafter "SAPOA"), the Twin Cities Police Association (hereinafter "TCPA"), and the Twin Cities Police Authority (hereinafter "Authority") are the parties to this Police Services Transition Agreement.

Transition of Police Services. The terms set forth herein are conditioned upon executing a Joint Powers Agreement between the Authority and the Town, no later than December 31, 2012, whereby effective January 1, 2013, the Authority shall provide police services for the Town.

Employment Status of SAPOA Members. Effective upon executing a Joint Powers Agreement between the Authority and the Town, SAPOA members will transfer to the Authority as Authority employees, and their status as Town employees will simultaneously terminate.

- Employment. The Authority agrees to hire each of the members in the bargaining unit represented by the SAPOA effective December 31, 2012. Each SAPOA member shall be considered to have accepted his/her position of employment with the Authority absent an express statement to the contrary, in writing.
- Probation. SAPOA members, who have successfully completed their probation with the Town, will not be subject to a probationary period with the Authority. SAPOA members, who have not completed their probationary period with the Town, will be subject to a probationary period with the Authority. However, the duration of the probationary period with the Authority shall be reduced by the amount of time served with the Town. For example, a SAPOA member that has completed two months of service with the Town shall have his/her probationary period with the Authority reduced by two months.
- Testing. Upon accepting employment with the Authority, SAPOA members will not be subject to a new hire background investigation or updated background investigation, unless required by POST.
- Field Training. As part of this transition agreement, SAPOA members accepting employment with the Authority will not be subject to a Field Training program,

unless required by POST. This does not preclude the Authority from using Field Training as a training or corrective tool in the future.

- **Seniority and Years of Service.** Upon transfer to the Authority, the seniority of SAPOA members will be in accordance with Appendix B.
- **Sick Leave.** SAPOA members shall retain their respective accumulated sick leave balances, as such hours will transfer with the members to the Authority.
- **Vacation Leave.** SAPOA members shall retain their respective accumulated vacation hours, as such hours will transfer with each SAPOA member to the Authority.
- **Holiday Equivalent Time Off.** Upon transfer to the Authority, the Town shall pay SAPOA members for any accumulated holiday equivalent time off.
- **Compensatory Time Off.** SAPOA members shall retain their respective accumulated compensatory time off balances, as such hours will transfer with the SAPOA members to the Authority.
- **Severance Pay.** Any SAPOA member, who accepts employment with the Authority, is not eligible for the benefits stipulated in Section 16 "Reduction In Force", Subsection E. "Severance" of the Memorandum of Understanding between the Town and the SAPOA.
- **Classification and Wage Rate.** Upon transfer to the Authority, SAPOA members' job classifications, salary and anniversary dates will be set forth in accordance with Appendix A. SAPOA members whose salary exceeds the classifications top step salary, as defined in the Memorandum of Understanding between the Authority and the TCPA, shall be Y-rated (except for the negotiated salary increases effective January 2013 and January 2014) until such time as the top step salary of their assigned classification reaches or exceeds the SAPOA member's salary.
- **Medical and Dental Benefits.** Upon transfer to the Authority, SAPOA members will receive the same medical and dental benefits provided by the Authority to the bargaining unit represented by the TCPOA.
- **Retirement.** Upon transfer to the Authority, Sworn SAPOA members shall receive the same CalPERS pension benefits provided to active TCPA members, including the 3.0% @ 55 formula, with final compensation based upon the employee's single highest year. Upon transfer to the Authority Non-Sworn SAPOA members shall receive the same CalPERS pension benefits provided to active TCPA members, including the 2.5% @ 55 formula, with final compensation based on the employee's single highest year.

APPENDIX A

Name	Classification
Cunningham	Community Service Officer
Damm	Police Officer
Demastus	Police Records Specialist
Dunnigan	Police Sergeant
Forrestal	Police Officer
French	Police Officer
Godoy	Public Safety Dispatcher
Gorostiza	Public Safety Dispatcher
Gorwood	Police Sergeant
Heaps	Police Officer
Hicks	Police Officer
Hight	Police Officer
Jervan	Police Corporal
Joseph	Police Sergeant
Lamke	Public Safety Dispatcher
McGoon	Police Corporal
McGovern	Police Officer
Milowe	Police Officer
Keast	Communications Records Supervisor
Niklewicz	Police Officer

APPENDIX B

Employee	Rank
Barrolaza	Sergeant
Joseph	Sergeant
Dunnigan	Sergeant
Khalili	Sergeant
Miller	Sergeant
Gorwood	Sergeant
Edmisten	Corporal
Jervan	Corporal
Reischel	Corpora
McGoon	Corporal
Kerr	Corporal
Legan	Corporal
Schwarz	Officer
Monge	Officer
Woo	Officer
Mitchell	Officer
Eddinger	Officer
Lovenguth	Officer
Solorzano	Officer
Niklewicz	Officer
Mejia	Officer
Ebert	Officer
Forrestal	Officer
Suhrke	Officer
Garretson	Officer

Hicks	Officer
Damm	Officer
Duenas	Officer
Milowe	Officer
Shaw	Officer
Lopez	Officer
Paris	Officer
French	Officer
Hight	Officer
Anderson	Officer
McKenna	Officer
McGovern	Officer
McVeigh	Officer
Heaps	Officer
Keast	Communications Records Supervisor
Tucker	Dispatcher
Hurt	Dispatcher
Clark	Dispatcher
Godoy-Demattos	Dispatcher
Lovenguth	Dispatcher
Gorostiza	Dispatcher
Mulanix	Dispatcher
Lamke	Dispatcher
Demastus	Police Records Specialist
Cunningham	Community Service Officer
Feleo	Property Technician
Cooper	Reserve Officer

Wight	Reserve Officer
Lappert	Reserve Officer
Martinez	Reserve Officer
Tannous	Reserve Officer
Hinton	Reserve Officer