

**RESOLUTION NO. 4087**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO  
APPROVING THE TENTATIVE AGREEMENT- ON A ONE YEAR PROPOSAL WITH  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 (SEIU)**

**WHEREAS**, the Service Employees International Union, Local 1021 (SEIU) has ratified the terms and conditions contained in their Tentative Agreement on a One Year Proposal with the Town of San Anselmo (Town); and

**WHEREAS**, the City Council wishes to recognize and approve the terms and conditions of the Tentative Agreement on a One Year Proposal with SEIU.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of San Anselmo that it does hereby approve the Tentative Agreement on a One Year Proposal with the SEIU which are attached hereto as Exhibit "A" and incorporated by this reference.

**BE IT FURTHER RESOLVED** that the Town Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the Town of San Anselmo.

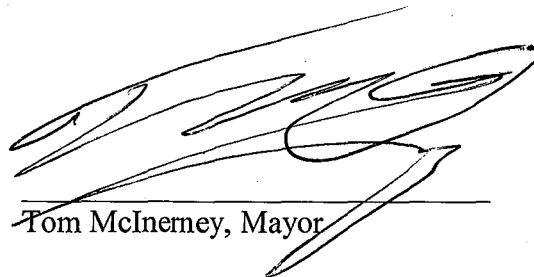
**DULY & REGULARLY ADOPTED** this 22<sup>nd</sup> day of July, 2014.

AYES: Coleman, Kelly, McInerney, Wright

NOES: None

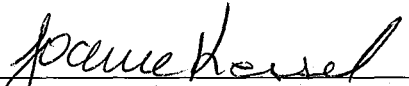
ABSENT: Greene

ABSTAIN: None



Tom McInerney, Mayor

ATTEST:

  
Joanne Kessel  
For Barbara Chambers, Town Clerk

**Exhibit A: SEIU TENTATIVE AGREEMENT ON A ONE YEAR PROPOSAL**

TA

**TOWN OF SAN ANSELMO  
AND THE  
S.E.I.U. LOCAL 1021**

**2014 MOU NEGOTIATIONS  
TENTATIVE AGREEMENT ON SUCCESSOR MOU**

**June 26, 2014**

The Town of San Anselmo (the "Town") and the Service Employees International Union, Local 1021 ("SEIU") have negotiated and reached a tentative agreement on a successor Memorandum of Understanding ("MOU"). Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership and the San Anselmo Town Council.

**2. SALARIES AND EQUITY ADJUSTMENTS**

**a. Salaries**

The Town increased the wages of all represented employees as follows:

~~July 1, 2007-2014~~ 57.0% to all classes

~~July 1, 2008~~ Annual % CPI increase (minimum 2% to maximum 5%), as defined by the Bureau of Labor Statistics Consumer Price Index Report, Urban Wage Earners, San Francisco/Oakland/San Jose area, for the year ending May 2008.

~~July 1, 2009~~ Annual % CPI increase (minimum 2% to maximum 5%), as defined by the Bureau of Labor Statistics Consumer Price Index Report, Urban Wage Earners, San Francisco/Oakland/San Jose area, for the year ending May 2009.

The Town may request a reopener if the State of California makes budget cuts to the Town of \$75,000 or more.

The monthly salaries payable to employees covered by this Agreement, shall be as set forth in:

- Exhibit A-1 - effective July 1, ~~2007~~2014
- ~~Exhibit A-2~~ - effective July 1, 2008
- ~~Exhibit A-3~~ - effective July 1, 2009

No further salary increases are included in this MOU.

**b. Equity/Benchmark Studies**

The parties will review ~~90-60 days before the expiration~~ following the ratification of this MOU the labor market against the Cities of Sausalito, Mill Valley, Larkspur, San Rafael and Novato, the Towns of Fairfax, Corte Madera, and Tiburon and perform a compensation study on specific benchmarks. Total compensation will be compared to the average of the listed jurisdictions, taking out the high and low figures. If the resulting survey offers less than four comparisons, the Town agrees to survey an additional jurisdiction, such as the County. The results of such study are the basis for consideration of salary adjustments for the following fiscal year.

Within a given series, benchmarks will have specific percentage salary relationships to other classifications in the series. Maintenance Worker II shall serve as the benchmark for the Maintenance Worker series (Series A). Recreation Supervisor shall serve as the benchmark for the Recreation series (Series B). Administrative Services Assistant II shall serve as the benchmark for the Administrative Services series (Series C). Associate Planner shall serve as the benchmark for the Planner series (Series D) and Librarian I (Series F). Building Inspector will be surveyed as a separate benchmark (Series E).

## 6. HEALTH INSURANCE

a. The Town will contribute a total of \$225 per month per full time employee towards the P.E.R.S. medical plan of the employee's or annuitant's choice.

b. Any employee may waive participation in the P.E.R.S. medical plan, provided said employee provides acceptable proof of equivalent coverage through another source.

**b.c. Health Benefits Labor Management Committee** - Parties agree to convene a Health Benefits Labor Management Committee to review the currently provided health care benefit. The purpose of the Committee is to understand current utilization data and costs and research best practices in cost containment features that will ensure quality health care but also address increasing costs. The Committee shall be advisory and shall meet at least quarterly and more often as mutually agreed.

## 7. CAFETERIA BENEFITS PROGRAM

- a. The parties agree that upon expiration of this Agreement, the Town will set the amount of contributions made to the following benefits (with the exception of the health plan premium) at the amount then in effect and will not raise the amounts without further negotiation. The Town will contribute the following amounts per month per full time employee toward a cafeteria benefits program:
1. The cost of the premium for the family Kaiser health plan, less the payment for the P.E.R.S. medical plan (see Paragraph 6 a). At no time shall the Town contribution for the Kaiser family health plan exceed the premium cost in effect per the then-current P.E.R.S.-Kaiser contract year.
  2. For employees hired on or after July 1, 2014, the Town will contribute a maximum of \$1,750 per month toward the cost of the premium for the family Kaiser health plan, less the payment for the P.E.R.S. medical plan (see Paragraph 6 a). At no time shall the Town contribution for the Kaiser family health plan exceed the premium cost in effect per the then-current P.E.R.S.-Kaiser contract year.
  - 2-3. The premium for the family dental plan with a benefit cap of \$2,000.
  4. The premium for a term life insurance policy with a face value of two times an employee's annual base salary, with a not-to-exceed coverage maximum of \$75,000. It is understood that as a non-contributory plan, all members of the unit must participate, subject to the carrier's definition of an eligible group member as specified in the plan document.
  - 3-5. The premium for a vision plan for employee and dependents which offers one examination and one change in lenses per twelve (12) months, and one change in frames per twenty-four (24) months with a \$25 employee-paid deductible at a monthly cost to the Town.
  - 4-6. The premium for a Long Term Disability plan, which shall be the same plan offered to management staff.
- b. An employee may choose to allocate any or all of the amount specified in the cafeteria benefits program towards the cost of health insurance, dental insurance, vision insurance, life insurance or the supplemental retirement program. Dental insurance shall be required for all employees hired after July 1, 1989, or who are enrolled in the dental insurance program as of July 1, 1989, as long as the Town's contract for dental insurance requires mandatory participation.

- c. Domestic partners who have registered through the PERS registration process or other domestic partner registration mechanism, if appropriate for a specific insurance, shall have access to the health related insurances offered by the Town.

## 8. INSURANCE CASH BACK

- a. Any unused portion of the cafeteria benefits plan will be given to the employee, up to \$365 per month for full time employees. For employees hired on or after July 1, 2006 who work less than full time, the \$365 per month maximum shall be prorated based on the ratio that the regular part-time employees' regular work week bears to a regular full-time work week.
- b. If an employee is allowed to waive participation in the P.E.R.S. medical plan, the Town contribution will be given to the employee. (See Paragraph 6 a.)

## 21. RETIREMENT AND SOCIAL SECURITY

### a. Classic Members – Hired Before January 1, 2013:

- 1) Employees hired before February 1, 2007 will receive the P.E.R.S. 2.7% at 55 retirement program.
- 2) Employees hired on or after February 1, 2007 will receive the P.E.R.S. 2% at 55 retirement program.
- 3) Effective August 1, 2011, employees will pay 3% of salary toward the employee share of P.E.R.S. The Town shall pay the remaining amount of the employee's share of P.E.R.S. retirement costs. The contribution shall, at the time of termination, belong to the employee.
- 4) Effective July 1, 2014, employees will contribute an additional 2% of salary toward the employee share of P.E.R.S. (for a total of 5%).
- 5) Effective January 1, 2015, employees will contribute an additional 1% of salary toward the employee share of P.E.R.S. (for a total of 6%).
- ~~4)6) Employees represented in this unit shall receive credit for 100% of their unused sick leave upon retirement, by means of this time being added to their length of service.~~

~~Effective July 1, 2006 the Town shall implement a 2-tiered PERS retirement plan. For employees hired before July 1, 2006, the 2.7% at 55 plan currently in effect will continue. For employees hired on or after July 1, 2006, the 2% at 55 plan will be~~

~~implemented. Implementation of this 2 tiered retirement plan is pending agreement with the non-sworn members of the San Anselmo Police Officers Association.~~

b. New Members – Hired On or After January 1, 2013:

1) For employees hired on or after January 1, 2013 who are new members of the P.E.R.S. system, the Town will provide the 2.0% at 62, highest three year average program to employees (who meet the definition of a new member under PEPR).

4)2) Such new members shall contribute at least 50% of the normal cost rate to P.E.R.S. Pensionable compensation does not include monies paid to new members for bonuses, uniform allowance, overtime allowance or reimbursement for housing and vehicles, or any ad hoc or one-time payments pursuant to Government Code Section 7522.34(c).

a-c. Employees represented in this unit shall receive credit for 100% of their unused sick leave upon retirement, by means of this time being added to their length of service.

#### 40. TERM

- A. This Agreement shall be in effect from July 1, ~~2007-2014~~ through June 30, ~~2010~~2015.
- B. This Agreement shall continue in effect thereafter from year to year unless either party gives at least one hundred twenty (120) days' notice prior to June 30, ~~2010~~2015, or any yearly anniversary date thereafter, to terminate or modify this Agreement.
- C. ~~Notwithstanding Section 29-a, continuation of this Agreement after June 30, 2010~~ 2015 may be voided by operation of Section II-A-4 of Resolution No. 1561 of the San Anselmo Town Council.
- D.C.        Upon giving notice provided herein, the parties shall meet, collectively negotiate, and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Every effort shall be made to complete such negotiations prior to the end of the contract term.



SEIU 1021

*Lorenzo Sotelo*

Lorenzo Sotelo, SEIU Representative

*Eric Rebbe*

Eric Rebbe Howard Hobie, SEIU Member

*Rick Franco*

Rick Franco, SEIU Member

*Dana Gibson*

Dana Gibson, SEIU Member

TOWN OF SAN ANSELMO

*Debra Stutsman*

Debra Stutsman, Chief Negotiator

*Daria Carrillo*

Daria Carrillo, Admin & Finance Director

Janet Pendoley, Finance & Admin Services Director