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*In the Matter of Factfinding:*

*-between-*

CITY OF BREA

EMPLOYER

*-and-*

BREA CITY EMPLOYEE'S  
ASSOCIATION

UNION

CASE NO. LA-IM-155-M

FINDINGS

CONCLUSIONS

RECOMMENDATIONS

DAVID B. HART  
CHAIRMAN

HEARING HELD

April 9, 2014

Brea, California

REPRESENTING:

CITY OF BREA

Connie C. Almond, Esq.  
Leibert Cassidy & Whitmore

REPRESENTING:

BREA CITY EMPLOYEE'S ASSOCIATION

Mary LaPlante, Rep.  
City Employees Association

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**JURISDICTION**

This Fact Finding arises pursuant to Government Code Section 3505 concerning Impasse Procedures as administered by the ( Public Employee Relations Board hereinafter may be referred to as "PERB") between the City of Brea (hereinafter may be referred to as the "City") and the Brea City Employee's Association (hereinafter may be referred to as the "Union").

Unable to reach a settlement on the current meet and confer process, David B. Hart was selected by the parties to act as an impartial Chairman and empowered him to render an advisory decision in accordance with the PERB'S rules concerning Fact Finding. The panel met in executive session within the times lines as set forth by the rules. The Hearing was held within the time lines stipulated to by the parties.

The Factfinding panel in addition to the Chairman, included Dan Cassidy, Esq. Appointed by the City, and Andy Lotrich , appointed by the Union.

The Hearing was held on the date enumerated and the parties had ample time to present evidence including documents and witnesses.

Panel members submitted to the chairman their perspective of the issues. Prior to the Chairman writing these recommendations.

**ISSUE**

**'WHAT TERMS SHALL BE INCLUDED IN THE AGREEMENT BETWEEN THE CITY OF BREA AND THE BREA CITY EMPLOYEE'S ASSOCIATION**

**PERB Criteria:**

**AB 646 (now contained the PERB Regulations) lays out a set of 8 criteria to be used by a fact finding panel:**

**"(d) In arriving at their findings and recommendations, the**

1 fact finders shall consider, weigh, and be guided by all the following

2 Criteria:

3 (1) State and Federal laws that are applicable to the employer.

4 (2) Local rules, regulations, or ordinances.

5 (3) Stipulations of the parties.

6 (4) The interests and welfare of the public and the financial  
7 ability of the public agency.

8 (5) Comparison of the wages, hours, and conditions of employment  
9 of the employees involved in the factfinding proceeding with the  
10 wages, hours, and conditions of employment of other employees  
11 performing similar services in comparable public agencies.

12 (6) The consumer price index for goods and services, commonly  
13 known as the cost of living.

14 (7) The overall compensation presently received by the employees,  
15 including direct wage compensation, vacations, holidays, and other  
16 excused time, insurance and pensions, medical and hospitalization  
17 benefits, the continuity and stability of employment, and all other  
18 benefits received

19 (8) Any other facts, not confined to those specified in paragraphs  
20 (1) to (7), inclusive, which are normally or traditionally taken  
21 into consideration in making the findings and recommendations. "

22  
23 **BACKGROUND**

24 The recognized Bargaining Unit in the City of Brea:

25 Accountant I, Accounting Technician 1 and II, Accounting Technician/Payroll,  
26 Administrative Clerk I and II, Assistant Engineer, Assistant Engineer/EIT and RCE,  
27 Assistant Planner, Building Inspector, Business Outreach Specialist, Code  
28 Enforcement Officer, Duplicating Technician I and II, Economic Development

1 Analyst I, Engineering Aide I and II, Fire Prevention Specialist I and II, Heavy  
 2 Equipment Mechanic I and II, Housing Rehabilitation Specialist, Maintenance  
 3 Services Crew Leader, Maintenance Services Worker I and II, Media Services  
 4 Specialist I, Police Records Clerk, Police Records Technician, Public Works  
 5 Inspector I and II, Reprographic Specialist, Secretary, Senior Police Records  
 6 Technician, Street Sweeper Operator, Water Distribution Crew Leader, Water  
 7 Distribution Operator I and II.

8 **THE DISPUTE:**

9 This dispute is essentially over compensation. Prior to the fact-finding, the City had  
 10 provided the Association with their Last, Best & Final Offer dated November  
 11 13,2013.

12 **CITY'S FINAL OFFER:**

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Current MOU	City's LBFO –
Salary (Art. III, Section 1)	1/1/2014 – 1% increase 7/1/2014 – 1% increase
CalPERS- Retirement  EEs pay 2.25% of member contribution (of 7%)	1/1/2014 – 1.125% increase (3.375% total)  7/1/2014 – 1.125% increase (4.5% total)
Flex Benefit  EE only: \$750/mon. EE + 1: \$1100/mon. EE + 2: \$1175/mon.	Effective 1/1/2014: EE only: \$750/mom. EE + 1: \$1100/mon. <b>EE + 2: \$1325/mon.</b> <b>(\$150 increase)</b>

1 2 3 4 5	Paid lunch (Police Records & Civic Center facilities maintenance workers)	Discontinue paid lunch
6 7	Holiday	Records staff must use holiday time before vacation for Christmas-New Year's closure
8 9	Certification Pay (Art. III, Section 3)	\$200/month for up to 2 employees with pesticide cert up to 2 employees w/ pesticide cert
10 11 12 13 14	No Layoff Provision  No layoff/furlough language sunsetted December 31, 2012	Delete provision
15 16	Electronic tracking devices	Must have legitimate business reason for looking at electronic information

18  
19 **UNION POSITION**

20 The Association's last offer at the time of the factfinding:

21 SALARY            1/1/2013-3%  
22                      1/1/2014-3 %  
23                      2015-3 %  
24 CalPERS            1/1/2014-2.5% increase  
                          (4.75 % total)  
25 Flex Benefit  
26                      2015 - 2.25% increase  
                          (7% total)

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28                      Effective 1/1/2013

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EE only: \$850/mon.  
EE + 1: \$1325/mon.  
EE + 2: \$1450/mon.

Continue paid lunch

Continue and document the current practice of holidays in the Police Department

Chemical/pesticide cert pay to "1 or 2 employees", and cert pay for

- bio hazards cert,
- water and waste water certifications,
- mechanics with ASE cert, &
- class III fire cert

Renew the no layoff provision

Policy which states mgmt. cannot use GPS or other electronic surveillance (cameras) as initial source of discipline

**ANALYSIS**

It is generally believed that the best labor-management contracts are those that are negotiated through bargaining without outside assistance. There are instances, however, where the parties find it difficult or impossible to reach agreement by direct negotiation.

In these situations the fact-finding process perhaps, is a way of settling this dilemma. It is certainly not the panel's intention to prolong or bring obstacles into the process towards bringing about settlement. It is also not the intent to split the baby so to speak. The Chairman is not of the belief that would be beneficial to anyone involved.



1 PER MONTH OUT OF THEIR POCKET WHEN THE OTHER COVERED  
2 EMPLOYEES HAVE ENOUGH PAID BY THE CITY TO COVER THEIR  
3 COST OR EVEN USE AS SALARY. THE DATE OF 1/1/2013 WAS  
4 PROPOSED BY THE CITY AT ONE TIME.  
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8 THE CHAIRMAN RECOMMENDS DISCONTINUING THE PAID LUNCH.  
9 IT IS ALSO RECOMMENDED THE EMPLOYEES WHO ARE  
10 COMBINING LUNCH AND BREAK HAVE THIS PRACTICE  
11 DISCONTINUED. PUTTING THIS NEW PROVISION OF ELIMINATION  
12 OF THE PAID LUNCH IN THE MOU SHOULD BEGIN SEPTEMBER 1,  
13 2014. THE REASON IS TO ALLOW EMPLOYEES TO PREPARE FOR  
14 CHILD CARE AND TRANSPORTATION THAT THEY MAY HAVE IN  
15 PLACE.  
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21 THE CHAIRMAN AGREES WITH THE CITY ON THE HOLIDAY USE.  
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23 THE CHAIRMAN RECOMMENDS THE PAYMENT OF \$200.00 PER  
24 MONTH TO A MAX OF TWO (2) PROVIDED THEY MEET THE  
25 CRITERIA.  
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1 **THE CHAIRMAN AGREES WITH THE CITY ON LAYOFF/FURLOUGH.**

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4 **THE CHAIRMAN OFFERS NO OPINION ON ELECTRONIC TRACKING**

5 **DEVICES.**

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14 Respectfully submitted;

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19 David B. Hart

20 Chairman

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28 Signed and dated this 24<sup>th</sup> day of April, 2014

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**CITY OF BREA EMPLOYEE'S ASSOCIATION**

**PANEL MEMBER ANDY LOTRICH**

**AS TO CHAIRMAN'S RECOMMENDATIONS**

**WAGES AND PERS BENEFITS**

**CONCUR** \_\_\_\_\_

**DISSENT** \_\_\_\_\_

**FLEX BENEFITS**

**CONCUR** \_\_\_\_\_

**DISSENT** \_\_\_\_\_

**PAID LUNCH**

**CONCUR** \_\_\_\_\_

**DISSENT** \_\_\_\_\_

**HOLIDAY**

**CONCUR** \_\_\_\_\_

**DISSENT** \_\_\_\_\_

**CERTIFICATION PAY**

**CONCUR** \_\_\_\_\_

**DISSENT** \_\_\_\_\_

**LAYOFF/FURLOUGH**

**CONCUR** \_\_\_\_\_

**DISSENT** \_\_\_\_\_

\_\_\_\_\_  
Andy Lotrich  
Panel Member, CEA

**Signed and dated this      Day of April, 2014**

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CITY OF BREA

PANEL MEMBER DAN CASSIDY, ESQ.

AS TO CHAIRMAN'S RECOMMENDATIONS

WAGES AND PERS BENEFITS

CONCUR X

DISSENT

FLEX BENEFITS

CONCUR X

DISSENT

PAID LUNCH

CONCUR X

DISSENT

HOLIDAY

CONCUR X

DISSENT

CERTIFICATION PAY

CONCUR X

DISSENT

LAYOFF/FURLOUGH

CONCUR X

DISSENT

S/DAN CASSIDY

Dan Cassidy  
Panel Member City of Brea

Signed and dated this 18<sup>TH</sup> Day of April, 2014