

City of South Pasadena and South Pasadena Police Officers Association
Case No. LA-IM-126-M

City of South Pasadena's Representative to Factfinding Panel
Richard M. Kreisler

Dissenting Opinion to the Findings of Fact and Recommended Terms of Settlement:

As the City of South Pasadena's representative to the Factfinding Panel, I respectfully dissent from the Fact-Finding Report and Recommendations issued by Panel Chairperson Butka.

I. Comparable Agencies

The City dissents from the panel chair's statement that, ". . . the parties seem comfortable with using this list [of agencies] as a guide." As the City pointed out, there is no contractual agreement to use the twelve (12) listed cities as the appropriate jurisdictions for comparability purposes.

The City previously struck reference to the twelve (12) listed cities in a prior MOU because the City was and is not comfortable with using the list as a guide. As addressed during the fact finding session, it is the City's perspective that virtually all of the twelve (12) described cities significantly differ from the City of South Pasadena and are not "comparable public agencies" as that term is utilized in AB 646(d)(5).

At a minimum it should anecdotally be recognized that the twelve (12) listed cities have significant retail and other revenue bases that do not exist in South Pasadena, and are significantly larger in population and geography.

II. Total Compensation

The City dissents from the panel chair's statement that "In each case, officers in South Pasadena come in last amongst all agencies. The City did not contest the Association's evidence that this is the case, or provide any rebuttal exhibits and/or testimony."

First, it should be noted that the "surveys" presented by the POA during the fact finding were first presented to the City for review, during the fact finding. The City never acknowledged that the April 30, 2013 POA-provided list of cities was appropriate or that the survey information was accurate. Moreover, because the POA survey document (1) did not include the previous MOU-addressed cities of El Monte, La Verne, Monrovia, Monterey Park or West Covina; (2) included POA "surveyed" cities that were never before formerly considered by the parties in the meet and confer process (Azusa, Sierra Madre, Glendora and Irwindale); and (3) addressed 13 components of compensation unilaterally chosen by the POA, the City could not have "rebutted" a survey document presented to it moments earlier during the fact finding.

Second, the POA's survey documents did not, in fact, use "currently available 2013 information." Indeed, for at least two agencies, the POA provided salary information that would

not be effective until fiscal year 2014/2015. The POA survey reported that a top step officer in the Azusa Police Department receives a monthly salary of \$7,793.87. That monthly figure, however, is the salary the top step officer will receive effective August 1, 2014. The monthly salary currently provided a top step officer in Azusa is \$7,3821.31. Likewise, the POA's survey reported that a top step officer in the San Marino Police Department receives a monthly salary of \$7,065.91. Again, however, that is incorrect. A top step officer in the San Marino Police Department currently receives \$6,501 per month. And because many specialty pays are based as a percentage of the monthly salary, the total compensation reflected for these agencies was off as well. Thus, in view of the above, I cannot agree that the City of South Pasadena is "last" amongst all agencies.

III. Recommendations

- 1: "The City should consider providing an additional 1% raise for the Police bargaining unit over a two year time period."

I dissent from the panel chair's recommendation. This recommendation would result in the City providing employees in the POA with a 5% increase, rather than the City-proposed 4%. Such an increase would disproportionately and inequitably favor POA-represented employees over other City employees. The POA presented no evidence to justify its demand that its unit members receive a greater salary increase than other City employees. Instead, the evidence showed that the City has had no difficulty in recruiting or retaining unit members, or in staffing the department.

Accordingly, I cannot recommend that the City provide an additional 1% salary increase to the POA.

- 2: "The fact is that Safety Employees are not like General employees. They work in paramilitary organizations, their staffing and the 24/7 nature of their work differentiates them from other employees, and their pension system is based on the fact that their job duties are arduous, which results in a retirement system based on earlier retirement ages than for other employees. These fundamental differences need to be reflected in collective bargaining."

I dissent from the panel chair's recommendation because it provides no rationale for providing the entire unit, including miscellaneous members, with a greater increase than was provided to and agreed upon by other City personnel, whether miscellaneous or safety. The evidence before the panel established that the other rank and file safety unit in the City (Firefighters Association) agreed to the same increases that have been offered to the POA. Employees represented by the Firefighters Association also work in a paramilitary organization and the nature of their work "differentiates them from other employees." The fundamental differences between the type of work performed by the City's safety and non-safety employees is already reflected in the different pension benefit provided (ability to retire at an earlier age), as well as in the rate of pay and types of pay.

The evidence established that the City pays its sworn employees more than its non-sworn employees. For example, under the City's proposal, a top step police officer would earn \$5,864 per month for the remainder of fiscal year 2012-2013. In contrast, as set forth in the MOU for the South Pasadena Public Service Employees Association (PSEA), which was included as one of the City's exhibits, a top step electrician earns \$4,923 per month, while a water production/treatment operator earns \$4,477. The electrician and the water production/ treatment operator both perform services essential to public health and safety, yet they are paid less than a police officer.

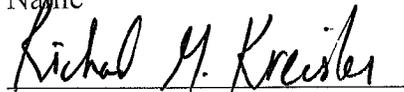
In terms of types of pay, the City's sworn employees have more opportunities than its non-sworn employees to increase their base salary. For instance, as set forth in Resolution 7194, which the City included as an exhibit, sworn unit members receive an additional 5% to their base salary when working specialty assignments (detective, motorcycle, K9) or when assigned as a field training officer. At top step, the City's proposal would mean an additional \$293.20 per month for police officers, \$312.20 per month for corporals and \$365.80 per month for sergeants for the remainder of the 2012-2013 fiscal year. The PSEA MOU, however, provides no additional pay to the electrician's or water production/treatment operator's base salary based on their work assignment.

Sworn unit members also receive an additional 2.5% or 5% to their base salary depending on whether they have an intermediate or advanced P.O.S.T. certificate. Depending on the type of certificate, again at top step, the City's proposal would mean an additional \$146.60/\$293.20 per month for police officers, \$156.10/\$312.20 per month for corporals and \$182.90/\$365.80 per month for sergeants for the remainder of the 2012-2013 fiscal year. Based on the City's exhibit showing employees' hire dates, it appears that approximately 64.5% of sworn unit members are eligible for this pay. Again, the electrician and water production treatment operator receive no additional pay to their base salary for having obtained a certain level of education or acquired a certain type of certification.

Accordingly, based on all the above, I cannot agree with, and hereby dissent from the panel chair's Factfinding Report and Recommendations.

Richard M. Kreisler

Name



Signature

May 29, 2013

Date