

**RESOLUTION NO. 2019-47**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA IMPOSING THE TERMS OF THE CITY'S LAST, BEST  
AND FINAL OFFER MADE TO THE TEAMSTERS LOCAL 542  
FOLLOWING EXHAUSTION OF IMPASSE PROCEDURES.**

**WHEREAS**, the City of Brawley recognizes Teamsters Local 542 as the exclusive recognized employees' organization for the permanent, full-time employees assigned to the classification listed in Appendix A of the Teamsters, Chauffeurs, Warehouseman, and Helpers Local Union No. 542 Memorandum of Understanding July 1, 2019 - June 30, 2019 ("the MOU" hereinafter); and

**WHEREAS**, the MOU expired July 1, 2019; and

**WHEREAS**, the City has endeavored to meet and confer with Teamsters Local 542 for the purpose of negotiating a successor memorandum of understanding for the expired MOU; and

**WHEREAS**, following several meetings with Teamsters Local 542, the City conveyed its last, best and final offer on July 19, 2019; and

**WHEREAS**, the terms of the City's last, best and final offer are attached hereto as Exhibit "A;" and

**WHEREAS**, on August 19, 2019, Teamsters Local 542 made a formal written declaration of impasse; and

**WHEREAS**, Teamsters Local 542 requested that the City participate in mediation, and in good faith attempt to reach an agreement with Teamsters Local 542, the City agreed to participate in mediation; and

**WHEREAS**, on August 27, 2019 the Public Employment Relations Board appointed Jerry Fecher to serve as mediator and Mr. Fecher presided as mediator in an attempted to resolve the disagreement between the City and Teamsters Local 542; and

**WHEREAS**, the City and Teamsters Local 542 were not able to come to an agreement during the mediation; and

**WHEREAS**, the time for Teamsters Local 542 to request fact finding pursuant to Cal. Govt. Code § 3505.4 expired on October 11, 2019; and

**WHEREAS**, Teamsters Local 542 did not request fact finding within the time allowed.

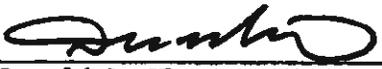
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

1. The City Council finds that the impasse procedures of the Meyers-Milias-Brown Act have been exhausted;
2. The City Council has held a public hearing and has considered the comments submitted by interested persons in said hearing;

3. Due to the budget constraints faced by the City of Brawley, the City Council finds that it is necessary and proper to impose the terms contained in the City's last, best and final offer; and
4. The City remains committed to bargaining in good faith with Teamsters Local 542 and its other recognized bargaining units and remains willing to meet and confer and bargain in good faith on all matters within the scope of their representation

**PASSED, APPROVED AND ADOPTED** at a special meeting of the Brawley City Council held October 14, 2019.

**CITY OF BRAWLEY, CALIFORNIA**

  
Donald L. Wharton, Mayor

**ATTEST:**

  
Alma Benavides, City Clerk

**STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF BRAWLEY**

I, **ALMA BENAVIDES**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2019-47 was passed and adopted by the City Council of the City of Brawley, California, at a special meeting held on the 14th of October 2019, and that it was so adopted by the following roll call vote: m/s/c Nava/Kastner-Jauregui 5-0

<b>AYES:</b>	Couchman, Hamby, Kastner-Jauregui, Nava, Wharton
<b>NAYES:</b>	None
<b>ABSTAIN:</b>	None
<b>ABSENT:</b>	None

**DATED:** October 14, 2019

  
Alma Benavides, City Clerk

## 2019 Negotiations with Teamsters

Management's Last, Best and Final Offer as of 7.19.2019

Item No.	Topic	Management's Response
1	Intent – Article 1	2 years
2	Recognition – Article 2	Final language mutually agreed.
3	Maintenance of Benefits – Article 6	Final language mutually agreed.
4	Salaries Schedule – Article 8 Step / Merit Increases - Article 15	Freeze merits.  One time longevity pay of \$750 for all topped out members; \$500 for all other members.  “Me, too” clause:  <i>Shared Financial Benefits: Teamsters and the City agree that if there are any changes in renewed agreements with other bargaining units as it relates to frozen merits and/or any base rates of pay, the City shall reinstate merits for Teamsters and/or apply equivalent base rate of pay adjustments.</i>
5	Call Back Pay – Article 10	Rotation shall be based on seniority. Declined exclusion of management to call back.  Change language:  <i>Call-Backs shall be assigned to classifications based on seniority on a rotational basis once management evaluates facility and staffing needs.</i>
6	Standby Pay – Article 12	Declined. Management is not placed and compensated for Standby Pay. Management is required to respond to City needs, including after hours needs.
7	Comp Time – Article 16	Final language mutually agreed.
8	Safety Equipment – Article 33	Maximum of \$275 one time per fiscal year.
9	Cell Phone Use Program – Article 43	Declined \$100 per month. Final language mutually agreed.
10	Discipline – New Article	Mutually agreed to initiate process within 30 days of MOU renewal.
11	Sick Leave Buy Back Program	Sick Leave Buy Back shall be replaced with Vacation Buy

	- Article 21	Back Program in year two of proposed 2 year term. Vacation Buy Back shall allow for up to 40 hours to be cashed in one time per year if 40 hours of vacation time have been used in the preceding year and 40 hours are retained in the vacation balance.
12	Cash in Lieu of Medical Benefit – Article 25	Elimination of cash in lieu benefit. City declines proposed 85/15 split of medical premium. A 75/25 split of medical plan selected shall be provided, effective Jan. 1, 2020.
13	FLSA Period – Article 38	Clearly define the 40 hour work week to reflect existing schedule and practice.  <i>The workweek is hereby established as a period of seven consecutive days commencing at 12:01 AM Tuesday.</i>  For all new hires, only hours worked shall be calculated for OT.
14	No Strike – No Lockout – Article 48	Final language mutually agreed.

**Teamsters’ response to the City’s last, best and final offer is requested by the deadline of July 26, 2019.**