



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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Commissioners

Sean Rogan
Executive Director

December 10, 2013

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE TWO MEMORANDA OF UNDERSTANDING WITH THE LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA LOCAL 777
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends approval of two multi-year Memoranda of Understanding (MOUs) between the Community Development Commission (Commission) and the Laborers' International Union of North America Local 777 (LIUNA).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve two three-year MOUs between the Commission and LIUNA for both the Maintenance Worker and Program Specialist Bargaining Units, to be effective January 1, 2014 through December 31, 2016.
2. Approve a three-step General Salary Adjustment to the Commission's Salary Schedule to be paid out to all current employees effective January 1, 2014; January 1, 2015 and July 1, 2015 with 2% at each occurrence.
3. Approve a three-step increase to the employer contribution for all Optional Benefit plan participants to \$850 per month effective January 1, 2014, \$875 per month effective January 1, 2015, and \$900 per month effective January 1, 2016.
4. Approve an increase to standby compensation and a change in callback status for the Maintenance Worker Unit as described herein and reflected in the terms contained in the MOU.

ADOPTED

Community Development Commission

2-D December 10, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

5. Approve the use and incorporation of up to \$350,000 in Commission General Funds into the Commission's approved Fiscal Year 2013-2014 budget, to cover the General Salary Adjustment for January 1, 2014.
6. Find that the approval of the MOUs is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Commission has employees represented by two bargaining units, the Maintenance Worker Unit and Program Specialist Unit. Both are represented by LIUNA. The purpose of this action is to approve two three-year MOUs with LIUNA for represented employees in the Maintenance Worker Unit and the Program Specialist Unit, and to make a fiscal change in the Commission's Administrative and Personnel Policies to reflect the terms contained in the MOUs. A three-step General Salary Adjustment and increases to benefit flex dollars will be offered to all Commission employees as described herein.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

The MOU for the Maintenance Worker bargaining unit includes a provision for an increase to standby compensation from \$125 to \$150 for each Thursday to Thursday standby period. The aggregate annual increase for this change is anticipated to be approximately \$7,800. The MOU for the Maintenance Worker bargaining unit also includes a provision to provide compensation for those Maintenance Workers who are required to return to work under callback status for a minimum of two (2) hours at one and a half times their regular rate of pay.

The MOUs for both bargaining units include a provision for all new unit members hired as of January 1, 2014 to be enrolled in the Optional Benefit plan. This will reduce the current minimum contribution from the Flexible Benefit dollar amount of \$1,078 to the new Optional Benefit amounts of \$850 per month effective January 1, 2014, \$875 per month effective January 1, 2015 and \$900 per month effective January 1, 2016.

This increase will be effective for all Optional Benefit plan participants and all future hires on the respective dates. The aggregate annual expense for the first year increase is anticipated to be approximately \$27,060; however, this will be offset by savings from hiring new employees under the Optional Benefit Plan rather than the previous Flexible Benefit plan rate of \$1078.

The MOUs for both bargaining units also include a provision for General Salary Adjustments as follows: Effective January 1, 2014, a 2% General Salary Adjustment; Effective January 1, 2015 an additional 2% General Salary Adjustment; Effective July 1, 2015 an additional 2% General Salary Adjustment. The first adjustment, at an estimated \$350,000 for all Commission employees, will be incorporated into the Commission's approved Fiscal Year 2013-2014 budget using Commission General Funds as needed.

The MOUs for both bargaining units include language to provide for compliance with the California Public Employees' Pension Reform Act of 2013, as well as minor modifications to provide clarification in the articles of Discipline, and Protective Apparel and Equipment. There are no cost

implications associated with these clarifications.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LIUNA was certified on April 14, 2009, by the State Mediation and Conciliation Service of the Department of Industrial Relations, State of California, as the majority representative for the Commission-classified Maintenance Worker and Program Specialist Bargaining Units. The current MOUs expire December 31, 2013.

Negotiations for the new MOUs began on July 18, 2013, and continued until a tentative agreement was reached on October 25, 2013. As part of the negotiations, the requirement of a January 1, 2014 effective date was initiated. The attached MOUs were ratified by the Bargaining Units and executed by the negotiating teams November 18, 2013, and will be effective January 1, 2014 through December 31, 2016.

The Commission's Administrative and Personnel Policies and salary schedule will be updated annually to reflect the General Salary Adjustment and the fiscal changes contained in the MOUs. The updated Policies will reflect the employer contribution changes to the benefit flex dollars for the 2014 calendar year and the successive years in accordance with this approved Board letter.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The action is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c) (3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions are consistent with the principle of promoting the well-being of employees and their families.

The Honorable Board of Supervisors
12/10/2013
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line extending to the right.

SEAN ROGAN
Executive Director

SR:jd

Enclosures

MEMORANDUM OF UNDERSTANDING FOR THE MAINTENANCE BARGAINING UNIT.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered into this ____ day of November, 2013

BY AND BETWEEN

THE COMMUNITY DEVELOPMENT COMMISSION (hereinafter "Management," "Employer," or "Commission")

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777, (hereinafter "Local 777" or "Union")

ARTICLE 1 RECOGNITION

The Laborers' International Union Local 777 was certified on April 14, 2009, by the State Mediation and Conciliation Service of the Department of Industrial Relations, State of California, as the majority representative of the Employer's employees in the Maintenance Bargaining Unit (hereinafter referred to as "Unit"). LIUNA Local 777 (hereinafter referred to as "LIUNA") is the exclusive representative of the employees in the Unit.

The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in the Appendix herein as well as such classes as may be added hereafter to the Unit.

ARTICLE 2 TERM

The term of the Memorandum of Understanding shall be for a term of thirty six(36) months commencing on JANUARY 1, 2014 and terminating on December 31, 2016.

Unless otherwise specified herein, all proposed changes shall be effective on either January 1, 2014 or on and after Board of Commissioners approval of the MOU, whichever date or event occurs last.

Notwithstanding the above, the provisions of the Memorandum of Understanding shall remain in effect until a successor Memorandum of Understanding is implemented or impasse proceedings are completed.

**ARTICLE 3 CALENDAR FOR SUCCESSOR MEMORANDUM OF
UNDERSTANDING**

In the event that LIUNA or Management desires a successor Memorandum of Understanding said party shall serve upon the other, not later than July 1, 2016, notice to request negotiations. Meet and confer sessions shall begin no later than thirty (30) calendar days following the submission of such notice.

ARTICLE 4 PROVISIONS OF LAW AND SEPARABILITY

It is mutually understood that this Memorandum of Understanding is subject to all applicable Federal, State or Local laws. If any Article, part, or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or local law, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this Memorandum of Understanding shall not be affected.

ARTICLE 5 NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, color, sex, age, sexual orientation, disability, marital status, LIUNA activity, national origin, creed, or ancestry.

In accordance with said policies, Management agrees that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR) and Local 777 agrees not to discriminate against an employee because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR).

ARTICLE 6 FULL UNDERSTANDING

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided for herein, the parties to this MOU, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter specifically referenced herein. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending a specific provision(s) of this MOU.
- C. During the term of this MOU, either party may propose convening of informal (not governed by the Government Code Section 3500 et. Seq.) meetings, the subject of

which shall be modification to Administrative and Personnel Policy Sections 301.1 and 301.2, only regarding accrual and use of vacation leave. If such proposal to meet is made, the parties shall convene the informal meeting process within a reasonable period of time and continue to reasonably meet subject to either party having authority to unilaterally terminate the meeting process. The goal of the informal meeting process shall be to formulate modified leave policies for consideration by the CDC.

D. REOPENER

This Memorandum of Understanding shall be subject to a reopener at the direction of the Commission, upon adoption by the Commission of a Resolution evidencing a finding by the Commission that any or all of the following events have occurred during the term of this MOU:

- a) Ten percent (10%) or greater reduction in any one or more operating fund revenues during the period January 1 through June 30 compared to the immediately preceding same period of time; and/or the period July 1 through December 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable time period.
- b) A determination by the Commission to implement this Section a. shall not be subject to administrative or judicial challenge.

Upon the Commission invocation of this Article, any increases in compensation initially provided for in this 2014-2016 MOU shall immediately cease and revert to the status quo existing prior to implementation of the changes. The parties shall thereafter convene the meet and confer process. Implementation of the cessation and reversion of compensation increases provided for in this 2014-2016 MOU, shall not occur unless and until the CDC implements the same reversion to the status quo as regards to unrepresented employees.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to adoption of this multi-year MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener

The parties do acknowledge that during the term of the 2014-2016 MOU, situations may arise which regard matters within the scope of representation, where the meet and confer process shall be required as to either the changes proposed by management to matters within the scope of representation and/or as to the impact of the exercise of any such management rights. Although not an exclusive description of issues that may give rise to the referenced meet and confer processes, exemplars are: 1) compliance with the Affordable Care Act, 2) addressing of changes in performance evaluation substance and/or methodology, 3) modifications to the Administrative and Personnel Policies.

E. CONFLICTS

Provisions of this MOU, shall be given full force and effect in place of any conflicting provisions in the Administrative Policies and Procedures and/or other rules, regulations or policies applicable to the CDC and shall prevail over any such conflicting policies, procedures, rules or regulations.

ARTICLE 7 NO STRIKE – NO LOCKOUT

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of this mutual pledge of accord, the Employer agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that during the term of this MOU, and during the process by which a successor MOU is renegotiated, or during use of impasse procedures there shall be no strike or "job action," including but not limited to "sick outs," "slowdowns," "speedups" or other action resulting or intended to result, in the modified provision of services by the members..

ARTICLE 8 UNION SECURITY

A. UNIT MEMBERSHIP LIST

Within thirty (30) days from the effective date of this Memorandum of Understanding, and each thirty (30) days thereafter, Management will provide LIUNA with an alphabetized list of employee's name, employee's number, class code and title, location by department and division where such information is available, confidential status and membership status. In addition, each thirty (30) days Management agrees to provide a "Unit Membership List" and a "Membership List" of all employees in the Unit, which include the same information set forth above in addition to home addresses.

B. UNION MEMBER DEDUCTION AND DUES

Upon receipt of an executed voluntary written authorization, the CDC shall deduct and remit the LIUNA Local 777 bi-weekly dues. The form for this purpose shall be provided by the CDC. Dues withheld by the CDC shall be transmitted to the LIUNA Local 777 office designated in writing by LIUNA Local 777 as the person authorized to receive such funds, at the address specified. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made.

ARTICLE 9 COMMISSION RIGHTS

Section I

The Commission reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the Commission, as such rights existed

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prior to, during and after the execution of this Memorandum of Understanding. The sole and exclusive rights of management, not abridged by this Memorandum of Understanding or by law, shall include, but not be limited to, the following rights:

- A. To manage the Commission generally and to determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the Commission and expand or diminish services.
- C. To determine the nature, manner, means and technology and extent of services to be provided to the public.
- D. Methods of financing.
- E. Types of equipment or technology to be used.
- F. To determine and/or change the facilities, methods, technology, means and size of the work force by which the Commission operations are to be conducted.
- G. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all Commission functions including, but not limited to, the right to contract for or subcontract any work or operation.
- H. To assign work to and schedule employees in accordance with requirements as determined by the Commission, and to establish and change work schedules and assignments.
- I. To relieve employees from duties for lack of work, by means of layoff, or other process.
- J. To establish and modify productivity and performance programs and standards.
- K. To discharge, suspend, demote or otherwise discipline employees in accordance with the provisions and procedures set forth in Commission policies and procedures.
- L. To determine job classifications.
- M. To hire, transfer, promote, demote, suspend or discharge employees in accordance with this Memorandum of Understanding, or Commission policies and procedures.
- N. To determine policies, procedures and standards for selection, training and promotion of employees.
- O. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- P. To maintain order and efficiency in its facilities and operations.

- Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the Commission which are not in contravention with this Memorandum of Understanding.
- R. To take any and all necessary action to carry out the mission of the Commission in emergencies.

Section II

Except in emergencies or where the Commission is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Commission rights shall significantly impact the wages, hours and other terms and conditions of employment of the bargaining unit, the Commission agrees to meet and confer in good faith with representatives of the LIUNA regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is allowed for elsewhere in this Memorandum of Understanding or in the Commission policies and procedures.

ARTICLE 10 EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the Commission, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the rules and regulations of the Commission, which unreasonably prevent the Commission from responding to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the LIUNA shall have the right to meet and confer with the Commission regarding a significant impact, if any, on employees of the suspension of these provisions in the Memorandum of Understanding and in any rules and regulations.

ARTICLE 11 BULLETIN BOARDS

Management will provide bulletin boards or space at locations reasonably accessible to Local 777 members, which may be used by the union for the following purposes:

- A. Notices of LIUNA meetings.
- B. Notices of LIUNA elections and their results.
- C. Notices of LIUNA recreational and social events.
- D. Notices of LIUNA official business.
- E. Any other written material which has received the prior approval of the Department Management Representative.

ARTICLE 12 WORK ACCESS

A LIUNA Staff Representative(s) shall have access to the worksites represented herein during working hours for the purpose of assisting employees covered in the adjusting of grievances

when such assistance is requested by the grievant(s). Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated representative shall inform LIUNA staff representative as to the time when access can be granted.

LIUNA shall provide the Employer a written list of its Staff Representatives.

ARTICLE 13 USE OF THE EMPLOYER'S FACILITIES

LIUNA may use the Employer's facilities, with prior approval, for the purpose of holding meetings if the use of the facility will not interfere with normal departmental operations. Participating employees will attend said meetings on their own time.

It is understood that LIUNA will pay the cost if the use of a facility requires a fee for rental, or such services as special setups, security, or cleanup.

ARTICLE 14 RELEASE TIME FOR TRAINING

LIUNA may submit a request in writing to the Employer to release on unpaid leave an employee or employees it has designated as a Steward to attend Union-sponsored training and development. When such leave is approved by the Employer the designated employee(s) shall be released without pay. Employees approved for leave under this Article shall be granted unpaid time off, not to exceed one day per year, over the term of this MOU.

The Union shall submit its written request to the Employer for employee leave under this Article not less than 30 calendar days in advance of the scheduled training. Management shall notify the Union of its decision within 14 calendar days, or as soon as practical.

Upon receipt of a request for Union-sponsored educational development, Management will make a good faith effort to accommodate such request.

ARTICLE 15 PERSONNEL FOLDERS

A represented employee shall be entitled to review the contents of his/her personnel folders(s) at reasonable intervals, upon request, with supervisor approval, and upon having first made an appointment to do so with the designated custodian of records, during hours when the personnel office is normally open for business. Such review shall not interfere with the normal business of the Employer and shall be during non-paid leave from the employee's assignment. Employer shall reasonably accommodate employee requests to review a personnel folder(s) during the employee's meal or rest break.

No evaluation or disciplinary document shall be placed in an employee's official personnel file(s) without providing said employee with a copy. Within thirty (30) calendar days of receipt of the evaluation or disciplinary document, the employee may lodge with the Human Resources Manager, a written rebuttal. A timely written rebuttal shall be attached to the evaluation or

disciplinary document. The employer shall not be precluded from issuing a reply to a timely rebuttal. Any such reply shall be served upon the employee prior to being affixed to the above documents, and not later than 30 calendar days after receipt of the employee rebuttal.

ARTICLE 16 SAFETY

Section I

All required safety clothing and devices shall be provided by management and shall be used to the fullest extent possible.

Section II

Management will make every reasonable effort to provide safe working conditions. The Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his/her immediate supervisor.

ARTICLE 17 NOTICE OF CHANGES IN WAGES, HOURS OR WORKING CONDITIONS

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify LIUNA indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where Local 777 requests to negotiate with Management, the parties shall expeditiously undertake meet and confer regarding the effect the change would have on the employees in the unit.

As regards changes to specific terms of this MOU only, waiver or modification of any of the terms or provisions specifically contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the CDC and Board of Commissioners.

ARTICLE 18 WORK SCHEDULES

All work schedules, including number of hours to be worked during a payroll period or FLSA "work period," shall be subject to modification (decrease in compensated hours of work,) by layoff.

ARTICLE 19 REST PERIOD

Subject to the responsible supervisor authorizing the actual use of rest period time based upon the needs of the Commission, each employee shall be granted a maximum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of an employee's working day nor shall such rest period be combined and therefore exceed fifteen (15) minutes, without the express consent of the designated supervisor.

ARTICLE 20 GRIEVANCES AND UNION RIGHTS

A. UNION STEWARDS

Local 777 may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the Employer with a written list of employees who have been so designated. A grievance representative if so requested may represent a grievant in the presenting of grievances at all levels of the grievance procedure.

The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the Union, and, is employed within a reasonable distance from the work location of the grievant.

B. GRIEVANCE PROCEDURE

Section I – Definitions

Grievance

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or of written departmental rules, and regulations, and written, personnel practices or written working conditions applicable to employees covered by this Memorandum of Understanding. Neither the grievance procedure or any other Commission Rule or procedure allows for administrative challenge to performance evaluation reports or determinations regarding merit compensation modifications.

Section II – Responsibilities and Rights

- A. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- B. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be

represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels.

- C. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement or, the grievant and Management may waive one level of review from this grievance procedure.
- D. Management shall notify Local 777 of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding and a Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the Union Staff Representative elects to attend said grievance meeting, he/she shall inform the Employer of his/her intention. The Union will be notified of the resolution of all other formal grievances.
- E. Procedure For Grievances Affecting a Group of Employees

The Union may elect to file a grievance on behalf of two or more employees. The fact and issues of the grievance must be the same.

The Union shall file the grievance in writing with the Employer within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue with the Employer.

Section III – Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall as follows:

Step 1 – Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within fifteen (15) calendar days following the day during which the event upon which the grievance is based occurred, or when the employee could have reasonably known about the event occurring.

The immediate supervisor shall respond within (5) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

Step 2 – First Level of Review

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the Employer upon the Employer designated to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to the next step.

Step 3 – Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision of statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to an advisory hearing.

Step 4 – Advisory Hearing

If written decision at Step 3 does not settle the grievance, the grievant and LIUNA jointly may serve upon the Employer written request for an Advisory Hearing. The request for an Advisory Hearing must be filed within ten (10) calendar days following receipt of the date of service of the written decision of the Employer. Failure of the grievant and/or Local 777 to timely file such request, shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an advisory hearing officer from a list of seven mutually-selected hearing officers chosen from a list provided by the State Mediation and Conciliation Service.

- A. The hearing of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted by the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the hearing officer shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees or witnesses, transcripts, and

similar costs incurred by the parties during such Advisory hearing, will be the responsibility of the individual party incurring same.

- B. The advisory decision of a hearing officer resulting from the hearing of any grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of the Memorandum of Understanding, and shall be binding upon the parties.
- C. The advisory decision of the hearing officer shall be presented by the hearing officer, to the Executive Director, who shall render a final decision based upon a review of the record. The final decision shall be rendered not later than thirty (30) calendar days after the Executive Director receives the complete record.

ARTICLE 21 DISCIPLINE

~~ADMINISTRATIVE AND PERSONNEL POLICY 132 REMOVAL OF PERSONNEL~~ provides in pertinent part that all officers and regular employees serve at the pleasure of the Executive Director and therefore may be removed, suspended or demoted at any time without stated cause. No provision of this Article 21 or other MOU provision shall abrogate these stated requirements of ~~ADMINISTRATIVE AND PERSONNEL POLICY 132 REMOVAL OF PERSONNEL~~.

Subject to the following limitations, each bargaining unit employee will be afforded a pre-disciplinary meeting prior to the imposition of discipline. The following pre-disciplinary procedures shall be inapplicable to contract employees hired for either an initial or subsequent time on or after the date of adoption of this 2014-2016 MOU and with less than six months of employment pursuant to the present contract or any consecutive extended contracts. In addition, and regardless of date of hire, a CDC determination that a contract not be renewed, shall not be subject to any of the disciplinary review procedures described herein,

A. Processing of Suspensions, Demotions and/or Disciplinary Reductions In Compensation.

Neither this process nor any other LA CDC process provides any method for review of the imposition of a written reprimand. The following process shall be utilized where a unit member is subject to suspension, demotion and/or disciplinary reduction in compensation:

1. The Division Director prepares a written recommendation (hereafter the "Notice") for suspension, demotion and/or disciplinary reduction in compensation (hereafter referred to as "discipline" or "disciplinary action.") The notice shall include:
 - a. A description of the actions(s) to be taken and the expected effective date(s)
 - b. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based
 - c. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and

- d. A statement informing the employee of the right to respond either verbally or in writing to the Hearing Officer prior to the effective date of the disciplinary action (s)
2. The draft Notice is presented to a Deputy Executive Director for review.
3. The Notice is then presented to the Administrative Services Director and where appropriate, legal counsel, for further review.
4. The reviewed Notice is submitted to the originating Division Director for signature and issuance to the employee.
5. The Division Director causes the Notice to be served upon the employee and the union not later than five (5) business days prior to the date of the pre-disciplinary hearing. The Notice advises the employee that he/she shall confirm his/her attendance at the pre-disciplinary hearing, by notifying the Employee Relations Officer in writing not later than 12:00 noon two business days prior to the hearing, as to whether or not the hearing shall be attended. Failure to provide timely notice shall constitute a waiver of the hearing opportunity.
6. The pre-disciplinary hearing shall occur within ten business days of the timely hearing request, and be jointly scheduled by the parties to occur on a date within this time limitation. If the hearing does not occur within ten business days then it shall be considered waived.
7. If the employee either timely advises the Employee Relations Officer in writing of a waiver of the right to participate in the hearing, fails to provide timely notice of hearing attendance or hearing waiver, or, if the employee otherwise does not attend the hearing, the Employee Relations Officer shall submit all documentation related to the pending action, to the Administrative Services Director which shall then transmit the material to the Executive Director for the taking of final action.
8. Where a hearing is actually conducted, the hearing shall be presided over by a CDC Manager or Director from a division other than that in which the subject employee is assigned, and this individual shall act as the Hearing Officer.
9. In addition to attendance by the employee and his/her designated representative(s), the Division Director who issued the disciplinary Notice (or designee) and the Employee Relations Officer shall attend the hearing.
10. The hearing shall commence with the Hearing Officer advising the employee that this is his/her opportunity to provide information by which to challenge the recommended disciplinary action. The Hearing Officer may ask questions of the employee and the Division Director who initiated the action. In the case of the Hearing Officer determining after conclusion of the hearing, that additional information is to be sought from the employee and/or the Division Director, the Hearing Officer shall direct the Employee Relations Officer to provide the Division Director and/or the employee with written inquires and shall direct that written

responses be provided to the Employee Relations Officer within a date certain. The Employee Relations Officer shall distribute those responses to the Hearing Officer, Division Director, and the employee.

11. The Hearing Officer shall review all information submitted during the hearing process and shall then prepare a written recommendation for resolution of the proceedings, and forward that draft to the Employee Relations Officer for review and provision of any recommended revisions.
12. The Employee Relations Officer shall then forward the document to the Hearing Officer for consideration of any recommended changes and the Hearing Officer shall then executes and finalize the document.
13. The final Hearing Officer documentation is then provided to the Employee Relations Officer who forwards all meeting-related materials to the Administrative Services Director and as appropriate, to legal counsel, for review.
14. The determination of the Hearing Officer and all hearing materials are then submitted to the Executive Director for review and final determination. The determination of the Executive Director is submitted to the employee in writing via an overnight delivery service (including the U.S. Postal Service) or may be personally served by the Division Director and the Employee Relations Officer. Service shall be made prior to the effective date of the disciplinary action(s).

The determination of the Executive Director is final without right of administrative appeal.

B. Processing of Terminations

The employee subject to termination shall first comply with the above procedural steps numbers 1-14 that are applicable to the processing of suspensions, demotions and/or disciplinary reductions in compensation, with the singular exception that instead of the Executive Director participating in the above process, a Deputy Executive Director shall act in the place of the Executive Director.

Following exhaustion of steps A. (1-14) applicable to suspensions, demotions and/or disciplinary reductions in compensation, the following review process shall be available to the terminated employee. (In terminations, a Deputy Executive Director shall preside at step 14, instead of the Executive Director):

1. The appeal shall be provided only upon LIUNA written demand to the Administrative Services Director. The written demand shall be received by the Administrative Services Director within five (5) business days of service of the notification of a dismissal determination by the pre-disciplinary hearing officer.

2. Regardless of a timely demand to convene the advisory appeal process, the dismissed employee shall be removed from payroll and compensation at the time the notice of dismissal is issued.
3. Upon receipt of a timely request to convene an appeal, the Manager Administrative Services Director shall contact the State Mediation and Conciliation Service and request transmission to the Union and to the CDC of a nine (9) person strike list.
4. Within five (5) calendar days of receipt of the strike list, the parties shall communicate and alternately strike names until one name remains. Determination of which party shall initially strike shall be made by a coin toss. The CDC shall promptly advise the selected advisory hearing officer of his/her appointment.
5. Any and all hearing officer and State Mediation and fees shall be equally divided between LIUNA and the CDC. Each party shall be 100% responsible for fees/costs incurred by or for its designated representative(s) and for any other fee/cost incurred as a result of the presentation of its case.
6. The advisory appeal shall be strictly governed by the following rules and the hearing officer shall strictly comply with the following rules:
 - a) Since the dismissed employee served at the will of the CDC, the employee shall proceed initially with his/her case challenging the dismissal. The employee may produce evidence or choose to make a presentation. The CDC shall produce the disciplinary documents and proceed with the production of its evidence and time permitting (see below), rebuttal shall be presented by each party.
 - b) A total of two (2) hours shall be afforded to each party to make opening statements, to offer evidence and rebuttal and to make closing arguments. Time spent making objections shall be included within the two (2) hours' time limitation.
 - c) Other than evidentiary privileges, the rules of evidence shall not be applicable to the hearing with the exceptions that proffered evidence shall be relevant and hearsay not subject to an evidentiary exception shall not in itself support an advisory determination.
 - d) Within ten (10) calendar days of closure of the hearing, the advisory appeal officer shall render and deliver an advisory written determination to the Union and to the Administrative Services Director. The Administrative Services Director shall promptly transmit the advisory determination to the CDC Executive Director.
 - e) Since the advisory appeal does not regard the taking of a property interest from a former employee (the former employee served at the will of the CDC), there shall be no record made of the hearing. However, either party may elect to

audio record the proceedings at its own expense. Any such recording shall not be a "record", official or otherwise.

The Executive Director shall render a final and binding written determination, either sustaining, rejecting or modifying the advisory determination. There shall be no further administrative or civil review of the Executive Director's determination. The Executive Director's determination shall be in written form. If the Executive Director orders the re-instatement of the dismissed employee, he shall also order any other remedy he deems appropriate, including back pay.

ARTICLE 22 ADMINISTRATIVE AND PERSONNEL POLICY REVISIONS

The 2014-2016 MOU reflects changes having been agreed to by the parties as regards ADMINISTRATIVE AND PERSONNEL POLICIES 119 (Standby and Callback Status), 202.1 (Optional Benefits Plan) , 202.2 (Flexible Benefits Plan). Said provisions shall be incorporated into the ADMINISTRATIVE AND PERSONNEL POLICIES document and shall be addressed herein.

119 Standby and Callback Status

Standby compensation shall be \$150.00 for each Thursday through Thursday standby period.

Maintenance Workers, including skilled trades, who are required to return to work to respond to an emergency call after the termination of his/her normal work shift and departure from the work location, but not less than 2 hours before the starting time of the next regular shift, shall be compensated for a minimum of 2 hours at 1.5 times their regular rate of pay. Compensated call back time shall commence at the time the employee is called out and ends upon completion of the job, with a maximum of one hour travel time to the job location. Call back time commences running when the employee leaves his or her location on route to the assigned work site and ends upon return to the employee's residence. In no case shall travel time be greater than the reasonable travel time from and in return to the employee's residence.

Employees shall receive overtime compensation for emergency after-hours maintenance service after the completion of forty regular hours during the workweek in accordance with the overtime provisions established in Section 115.

202.1 Optional Benefits Plan (Flex 1)

Effective upon the later of January 1, 2014 or approval by the Board of this 2014-2016 MOU, the Commission's monthly contribution for the Optional Benefits Plan for non-contract (regular employees), will be a maximum of \$850, per month for employees and dependent for group health, dental and vision insurance coverage and, \$875 per month effective January 1, 2015 and \$900 per month effective January 1, 2016.

Effective January 1, 2014, all unit members either newly or initially hired by the CDC or who have been hired after a break in service, shall be enrolled in this Flex 1 benefits plan. Such employees shall not be allowed to enroll in the flexible benefits plan described in 202.2 of the Administrative and Personnel Policies. Nonetheless, employees enrolled in the policy 202.2 flexible benefit plan prior to January 1, 2014, shall be provided the option of enrolling in the 202.1 Flex 1 benefits plan in 2015. The exercise of this option to enroll in the Section 202.1 Flex 1 plan shall be irrevocable.”

202.2 Flexible Benefits Plan

Effective upon the later of January 1, 2014 or approval by the Board of this 2014- 2016 MOU, the Commission’s monthly contribution for the Flexible Benefits Plan for non-contract(regular employees), will be the greater of \$1,078.00 or the percentage of an employee’s monthly salary as set forth in Section 202.2, based on years of service as of the employee’s anniversary date (all years “of service” are “full years” of service, not the commencement of the designated year of service). If the \$1,078 amount is modified by the Commission as regards to unrepresented CDC employees to be effective during the term of this MOU, said modification shall become effective as to unit members without a reconvening of the meet and confer process, in the amount, and on the date, specified by the Commission as regards to unrepresented CDC employees.

This unit also includes what are designated as “contract employees.” Although the CDC ADMINISTRATIVE AND PERSONNEL POLICIES do not impact contract employees except as may be specifically provided for in those written policies, and in particular, do not reference flex benefits for contract employees, it is the CDC practice to provide \$725 monthly to contract employees as and for flex benefit use.

To the extent that any provision of this MOU is inconsistent with a provision of the Commission’s ADMINISTRATIVE AND PERSONNEL POLICIES or other governing rules and regulations, the provision of this MOU shall prevail.

ARTICLE 23 TOOLS

The Commission shall provide to all maintenance workers presently employed and employed in the future, the following tools. The tools shall be provided at Commission expense

- Hammer with claw
- Phillips or standard screwdrivers
- Standard pliers
- Water pump pliers or channel lock
- Crescent wrench, 6” or 12”
- Hex wrench set
- Three (3) prong electrical tester
- Pipe wrench
- Utility bar
- Wire cutters or dykes

- Tool box or tool tray
- Wood chisel or metal
- Utility knife
- Assorted nut drivers
- Hack saw
- Drywall saw

An employee shall be permitted to substitute an employee-owned/supplied substitute for any of the above described tools, only upon receiving prior written authorization to do so from a supervisor.

The procedures governing use, reporting of lost or damage tools and the policy for replacement of employee-damaged Commission owned property, shall be governed by applicable provisions in the Commission's Maintenance Policy and Procedure Manual, the Commission Administrative and Personnel Policies and any other applicable Commission rule and regulation.

Article 24 Protective Apparel and Equipment

Administrative Policies and Procedures Sections 2.2.2 (B) (1) shall be amended as follows:

A. Commission Reimbursement Commitment

1. Employees will be reimbursed 100% of the total cost of the PPE when the equipment meets Cal/OSHA standards and is approved by the immediate supervisor and/or an authorized Safety Committee member.
2. All unit members shall be eligible for a reimbursement of the cost of purchasing protective footwear in an amount not to exceed one hundred dollars (\$100) per year. Said reimbursements shall be made on July 1, 2014, July 1, 2015 and July 1, 2016.
3. All unit members are required to wear ANSI certified protective footwear at all times in the course and scope of employment. The choice of specific ANSI certified footwear shall be at the discretion of the unit member so long as the chosen footwear is appropriate for the duties/risks attendant to the employee's job classification.

Article 25 Payroll Deductions

Subject to the impact of any recognized qualifying event, and concurrent with each annual open enrollment period by which unit members designate the making of, employee benefit-related payroll deductions, each affected employee may at his/her option, submit the necessary payroll deduction election form by which to authorize the CDC to implement not more than three (3) additional post-tax payroll deductions which would require the transfer of monies to LIUNA-sponsored insurance programs. The election form shall designate to which LIUNA-sponsored entity the payroll deduction(s) shall be transferred. In any instance where a particular employee's earning are insufficient to fund the LIUNA-sponsored insurance program

deduction(s), the making of said deduction(s) shall be secondary to the making of other designated payroll deduction(s).

ARTICLE 26 AB 340 The California Public Employees' Pension Reform Act of 2013

The California Public Employees' Pension Reform Act of 2013, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of the 2014-2016 MOU. Any provision in the 2013 MOU which contradicts any provision of AB 340 shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of the 2014-2016 MOU or any MOU, Agreement, Rule or Regulation predating the 2014-2016 MOU.

ARTICLE 27 GENERAL SALARY ADJUSTMENT

Effective January 1, 2014, a 2.0% General Salary Adjustment. Effective January 1, 2015 an additional 2.0% General Salary Adjustment. Effective July 1, 2015 an additional 2.0% General Salary Adjustment. Unit members shall be provided any additional General Salary Adjustments that are provided during the term of this MOU to any Non-Represented CDC employees. Any such adjustment shall be effective concurrent with the effective date as applicable to Non-Represented employees.

IT IS AGREED:

FOR THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777:

FOR THE COMMUNITY DEVELOPMENT COMMISSION:

Victor M. Gordo

Dated: _____

Paul S. Best

Dated: 11-21-13

Matthew A. Gray

Dated: 11-25-2013

[Signature]

Dated: 11-25-13

[Signature]
11/25/2013

Marion A. Gray PAB

Dated: 11/25/2013

[Signature] PAB

Dated: 11/25/2013

KOR

Dated: 11-25-13

Dated: _____

Melvin A. Jones

Dated: 11/25/13

Dated: _____

Dated: _____

Dated: _____

Dated: _____

M. H. L. F. L.

Dated: 11/25/13

Ray O...
11/25/13

APPENDIX

List of Classifications Represented in the Maintenance Bargaining Unit

- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III
- Maintenance Worker IV

MEMORANDUM OF UNDERSTANDING FOR THE PROGRAM SPECIALIST BARGAINING UNIT.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered into this _____ day of November, 2013

BY AND BETWEEN

THE COMMUNITY DEVELOPMENT COMMISSION (hereinafter "Management," "Employer," or "Commission")

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777, (hereinafter "Local 777" or "Union")

ARTICLE 1 RECOGNITION

The Laborers' International Union Local 777 was certified on April 14, 2009, by the State Mediation and Conciliation Service of the Department of Industrial Relations, State of California, as the majority representative of the Employer's employees in the Program Specialists Bargaining Unit (hereinafter referred to as "Unit"). LIUNA Local 777 (hereinafter referred to as "LIUNA") is the exclusive representative of the employees in the Unit.

The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in the Appendix herein as well as such classes as may be added hereafter to the Unit.

ARTICLE 2 TERM

The term of the Memorandum of Understanding shall be for a term of thirty six (36) months commencing on JANUARY 1, 2014 and terminating on December 31, 2016.

Unless otherwise specified herein, all proposed changes shall be effective on either January 1, 2014 or on and after Board of Commissioners approval of the MOU, whichever date or event occurs last.

Notwithstanding the above, the provisions of the Memorandum of Understanding shall remain in effect until a successor Memorandum of Understanding is implemented or impasse proceedings are completed.

**ARTICLE 3 CALENDAR FOR SUCCESSOR MEMORANDUM OF
UNDERSTANDING**

In the event that LIUNA or Management desires a successor Memorandum of Understanding said party shall serve upon the other, not later than July 1, 2016, notice to request negotiations. Meet and confer sessions shall begin no later than thirty (30) calendar days following the submission of such notice.

ARTICLE 4 PROVISIONS OF LAW AND SEPARABILITY

It is mutually understood that this Memorandum of Understanding is subject to all applicable Federal, State or Local laws. If any Article, part, or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or local law, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this Memorandum of Understanding shall not be affected.

ARTICLE 5 NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, color, sex, age, sexual orientation, disability, marital status, LIUNA activity, national origin, creed, or ancestry.

In accordance with said policies, Management agrees that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR) and Local 777 agrees not to discriminate against an employee because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR).

ARTICLE 6 FULL UNDERSTANDING

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. Except as specifically provided for herein, the parties to this MOU, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter specifically referenced herein. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending a specific provision(s) of this MOU.

C. During the term of this MOU, either party may propose convening of informal (not governed by the Government Code Section 3500 et. Seq.) meetings, the subject of which shall be modification to Administrative and Personnel Policy Sections 301.1 and 301.2, only regarding accrual and use of vacation leave. If such proposal to meet is made, the parties shall convene the informal meeting process within a reasonable period of time and continue to reasonably meet subject to either party having authority to unilaterally terminate the meeting process. The goal of the informal meeting process shall be to formulate modified leave policies for consideration by the CDC.

D. REOPENER

This Memorandum of Understanding shall be subject to a reopener at the direction of the Commission, upon adoption by the Commission of a Resolution evidencing a finding by the Commission that any or all of the following events have occurred during the term of this MOU:

- a) Ten percent (10%) or greater reduction in any one or more operating fund revenues during the period January 1 through June 30 compared to the immediately preceding same period of time; and/or the period July 1 through December 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable time period.
- b) A determination by the Commission to implement this Section a. shall not be subject to administrative or judicial challenge.

Upon the Commission invocation of this Article, any increases in compensation initially provided for in this 2014-2016 MOU shall immediately cease and revert to the status quo existing prior to implementation of the changes. The parties shall thereafter convene the meet and confer process. Implementation of the cessation and reversion of compensation increases provided for in this 2014-2016 MOU, shall not occur unless and until the CDC implements the same reversion to the status quo as regards to unrepresented employees.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to adoption of this multi-year MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener

The parties do acknowledge that during the term of the 2014-2016 MOU, situations may arise which regard matters within the scope of representation, where the meet and confer process shall be required as to either the changes proposed by management to matters within the scope of representation and/or as to the impact of the exercise of any such management rights. Although not an exclusive description of issues that may give rise to the referenced meet and confer processes, exemplars are: 1) compliance with the Affordable Care Act, 2)

addressing of changes in performance evaluation substance and/or methodology, 3) modifications to the Administrative and Personnel Policies.

E. CONFLICTS

Provisions of this MOU, shall be given full force and effect in place of any conflicting provisions in the Administrative Policies and Procedures and/or other rules, regulations or policies applicable to the CDC and shall prevail over any such conflicting policies, procedures, rules or regulations.

ARTICLE 7 NO STRIKE – NO LOCKOUT

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of this mutual pledge of accord, the Employer agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that during the term of this MOU, and during the process by which a successor MOU is renegotiated, or during use of impasse procedures there shall be no strike or “job action,” including but not limited to “sick outs,” “slowdowns,” “speedups” or other action resulting or intended to result, in the modified provision of services by the members..

ARTICLE 8 UNION SECURITY

A. UNIT MEMBERSHIP LIST

Within thirty (30) days from the effective date of this Memorandum of Understanding, and each thirty (30) days thereafter, Management will provide LIUNA with an alphabetized list of employee’s name, employee’s number, class code and title, location by department and division where such information is available, confidential status and membership status. In addition, each thirty (30) days Management agrees to provide a “Unit Membership List” and a “Membership List” of all employees in the Unit, which include the same information set forth above in addition to home addresses.

B. UNION MEMBER DEDUCTION AND DUES

Upon receipt of an executed voluntary written authorization, the CDC shall deduct and remit the LIUNA Local 777 bi-weekly dues. The form for this purpose shall be provided by the CDC. Dues withheld by the CDC shall be transmitted to the LIUNA Local 777 office designated in writing by LIUNA Local 777 as the person authorized to receive such funds, at the address specified. Such deductions shall be made only when the employee’s earnings for a pay period are sufficient after other legally required deductions are made.

ARTICLE 9 COMMISSION RIGHTS

Section I

The Commission reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the Commission, as such rights existed prior to, during and after the execution of this Memorandum of Understanding. The sole and exclusive rights of management, not abridged by this Memorandum of Understanding or by law, shall include, but not be limited to, the following rights:

- A. To manage the Commission generally and to determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the Commission and expand or diminish services.
- C. To determine the nature, manner, means and technology and extent of services to be provided to the public.
- D. Methods of financing.
- E. Types of equipment or technology to be used.
- F. To determine and/or change the facilities, methods, technology, means and size of the work force by which the Commission operations are to be conducted.
- G. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all Commission functions including, but not limited to, the right to contract for or subcontract any work or operation.
- H. To assign work to and schedule employees in accordance with requirements as determined by the Commission, and to establish and change work schedules and assignments.
- I. To relieve employees from duties for lack of work, by means of layoff, or other process.
- J. To establish and modify productivity and performance programs and standards.
- K. To discharge, suspend, demote or otherwise discipline employees in accordance with the provisions and procedures set forth in Commission policies and procedures.
- L. To determine job classifications.

- M. To hire, transfer, promote, demote, suspend or discharge employees in accordance with this Memorandum of Understanding, or Commission policies and procedures.
- N. To determine policies, procedures and standards for selection, training and promotion of employees.
- O. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- P. To maintain order and efficiency in its facilities and operations.
- Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the Commission which are not in contravention with this Memorandum of Understanding.
- R. To take any and all necessary action to carry out the mission of the Commission in emergencies.

Section II

Except in emergencies or where the Commission is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Commission rights shall significantly impact the wages, hours and other terms and conditions of employment of the bargaining unit, the Commission agrees to meet and confer in good faith with representatives of the LIUNA regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is allowed for elsewhere in this Memorandum of Understanding or in the Commission policies and procedures.

ARTICLE 10 EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the Commission, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the rules and regulations of the Commission, which unreasonably prevent the Commission from responding to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the LIUNA shall have the right to meet and confer with the Commission regarding a significant impact, if any, on employees of the suspension of these provisions in the Memorandum of Understanding and in any rules and regulations.

ARTICLE 11 BULLETIN BOARDS

Management will provide bulletin boards or space at locations reasonably accessible to Local 777 members, which may be used by the union for the following purposes:

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- A. Notices of LIUNA meetings.
- B. Notices of LIUNA elections and their results.
- C. Notices of LIUNA recreational and social events.
- D. Notices of LIUNA official business.
- E. Any other written material which has received the prior approval of the Department Management Representative.

ARTICLE 12 WORK ACCESS

A LIUNA Staff Representative(s) shall have access to the worksites represented herein during working hours for the purpose of assisting employees covered in the adjusting of grievances when such assistance is requested by the grievant(s). Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated representative shall inform LIUNA staff representative as to the time when access can be granted.

LIUNA shall provide the Employer a written list of its Staff Representatives.

ARTICLE 13 USE OF THE EMPLOYER'S FACILITIES

LIUNA may use the Employer's facilities, with prior approval, for the purpose of holding meetings if the use of the facility will not interfere with normal departmental operations. Participating employees will attend said meetings on their own time.

It is understood that LIUNA will pay the cost if the use of a facility requires a fee for rental, or such services as special setups, security, or cleanup.

ARTICLE 14 RELEASE TIME FOR TRAINING

LIUNA may submit a request in writing to the Employer to release on unpaid leave an employee or employees it has designated as a Steward to attend Union-sponsored training and development. When such leave is approved by the Employer the designated employee(s) shall be released without pay. Employees approved for leave under this Article shall be granted unpaid time off, not to exceed one day per year, over the term of this MOU.

The Union shall submit its written request to the Employer for employee leave under this Article not less than 30 calendar days in advance of the scheduled training. Management shall notify the Union of its decision within 14 calendar days, or as soon as practical.

Upon receipt of a request for Union-sponsored educational development, Management will make a good faith effort to accommodate such request.

ARTICLE 15 PERSONNEL FOLDERS

A represented employee shall be entitled to review the contents of his/her personnel folders(s) at reasonable intervals, upon request, with supervisor approval, and upon having first made an appointment to do so with the designated custodian of records, during hours when the personnel office is normally open for business. Such review shall not interfere with the normal business of the Employer and shall be during non-paid leave from the employee's assignment. Employer shall reasonably accommodate employee requests to review a personnel folder(s) during the employee's meal or rest break.

No evaluation or disciplinary document shall be placed in an employee's official personnel file(s) without providing said employee with a copy. Within thirty (30) calendar days of receipt of the evaluation or disciplinary document, the employee may lodge with the Human Resources Manager, a written rebuttal. A timely written rebuttal shall be attached to the evaluation or disciplinary document. The employer shall not be precluded from issuing a reply to a timely rebuttal. Any such reply shall be served upon the employee prior to being affixed to the above documents, and not later than 30 calendar days after receipt of the employee rebuttal.

ARTICLE 16 SAFETY

Section I

All required safety clothing and devices shall be provided by management and shall be used to the fullest extent possible.

Section II

Management will make every reasonable effort to provide safe working conditions. The Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his/her immediate supervisor.

ARTICLE 17 NOTICE OF CHANGES IN WAGES, HOURS OR WORKING CONDITIONS

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify LIUNA indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where Local 777 requests to negotiate with Management, the

parties shall expeditiously undertake meet and confer regarding the effect the change would have on the employees in the unit.

As regards changes to specific terms of this MOU only, waiver or modification of any of the terms or provisions specifically contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the CDC and Board of Commissioners.

ARTICLE 18 WORK SCHEDULES

All work schedules, including number of hours to be worked during a payroll period or FLSA "work period," shall be subject to modification (decrease in compensated hours of work,) by layoff.

ARTICLE 19 REST PERIOD

Subject to the responsible supervisor authorizing the actual use of rest period time based upon the needs of the Commission, each employee shall be granted a maximum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of an employee's working day nor shall such rest period be combined and therefore exceed fifteen (15) minutes, without the express consent of the designated supervisor.

ARTICLE 20 GRIEVANCES AND UNION RIGHTS

A. UNION STEWARDS

Local 777 may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the Employer with a written list of employees who have been so designated. A grievance representative if so requested may represent a grievant in the presenting of grievances at all levels of the grievance procedure.

The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the Union, and, is employed within a reasonable distance from the work location of the grievant.

B. GRIEVANCE PROCEDURE

Section I – Definitions

Grievance

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or of written departmental rules,

and regulations, and written, personnel practices or written working conditions applicable to employees covered by this Memorandum of Understanding. Neither the grievance procedure or any other Commission Rule or procedure allows for administrative challenge to performance evaluation reports or determinations regarding merit compensation modifications.

Section II – Responsibilities and Rights

- A. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- B. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels.
- C. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement or, the grievant and Management may waive one level of review from this grievance procedure.
- D. Management shall notify Local 777 of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding and a Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the Union Staff Representative elects to attend said grievance meeting, he/she shall inform the Employer of his/her intention. The Union will be notified of the resolution of all other formal grievances.
- E. Procedure For Grievances Affecting a Group of Employees

The Union may elect to file a grievance on behalf of two or more employees. The fact and issues of the grievance must be the same.

The Union shall file the grievance in writing with the Employer within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue with the Employer.

Section III – Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall as follows:

Step 1 – Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within fifteen (15) calendar days following the day during which the event upon which the grievance is based occurred, or when the employee could have reasonably known about the event occurring.

The immediate supervisor shall respond within (5) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

Step 2 – First Level of Review

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the Employer upon the Employer designated to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to the next step.

Step 3 – Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision of statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to an advisory hearing.

Step 4 – Advisory Hearing

If written decision at Step 3 does not settle the grievance, the grievant and LIUNA jointly may serve upon the Employer written request for an Advisory Hearing. The request for an Advisory Hearing must be filed within ten (10) calendar days following receipt of the

A. Processing of Suspensions, Demotions and/or Disciplinary Reductions In Compensation.

Neither this process nor any other LA CDC process, provides any method for review of the imposition of a written reprimand. The following process shall be utilized where a unit member is subject to suspension, demotion and/or disciplinary reduction in compensation:

1. The Division Director prepares a written recommendation (hereafter the "Notice") for suspension, demotion and/or disciplinary reduction in compensation (hereafter referred to as "discipline" or "disciplinary action.") The notice shall include:
 - a. A description of the actions(s) to be taken and the expected effective date(s)
 - b. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based
 - c. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
 - d. A statement informing the employee of the right to respond either verbally or in writing to the Hearing Officer prior to the effective date of the disciplinary action (s)
2. The draft Notice is presented to a Deputy Executive Director for review.
3. The Notice is then presented to the Administrative Services Director and where appropriate, legal counsel, for further review.
4. The reviewed Notice is submitted to the originating Division Director for signature and issuance to the employee.
5. The Division Director causes the Notice to be served upon the employee and the union not later than five (5) business days prior to the date of the pre-disciplinary, hearing. The Notice advises the employee that he/she shall confirm his/her attendance at the pre-disciplinary hearing, by notifying the Employee Relations Officer in writing not later than 12:00 noon two business days prior to the hearing, as to whether or not the hearing shall be attended. Failure to provide timely notice shall constitute a waiver of the hearing opportunity.
6. The pre-disciplinary hearing shall occur within ten business days of the timely hearing request, and shall be jointly scheduled by the parties to occur on a date within this time limitation. If the hearing does not occur within ten business days then it shall be considered waived.

7. If the employee either timely advises the Employee Relations Officer in writing of a waiver of the right to participate in the hearing, fails to provide timely notice of hearing attendance or hearing waiver, or, if the employee otherwise does not attend the hearing, the Employee Relations Officer shall submit all documentation related to the pending action, to the Administrative Services Director which shall then transmit the material to the Executive Director for the taking of final action.
8. Where a hearing is actually conducted, the hearing shall be presided over by a CDC Manager or Director from a division other than that in which the subject employee is assigned, and this individual shall act as the Hearing Officer.
9. In addition to attendance by the employee and his/her designated representative(s), the Division Director who issued the disciplinary Notice (or designee) and the Employee Relations Officer shall attend the hearing.
10. The hearing shall commence with the Hearing Officer advising the employee that this is his/her opportunity to provide information by which to challenge the recommended disciplinary action. The Hearing Officer may ask questions of the employee and the Division Director who initiated the action. In the case of the Hearing Officer determining after conclusion of the hearing, that additional information is to be sought from the employee and/or the Division Director, the Hearing Officer shall direct the Employee Relations Officer to provide the Division Director and/or the employee with written inquires and shall direct that written responses be provided to the Employee Relations Officer within a date certain. The Employee Relations Officer shall distribute those responses to the Hearing Officer, Division Director, and the employee.
11. The Hearing Officer shall review all information submitted during the hearing process and shall then prepare a written recommendation for resolution of the proceedings, and forward that draft to the Employee Relations Officer for review and provision of any recommended revisions.
12. The Employee Relations Officer shall then forward the document to the Hearing Officer for consideration of any recommended changes and the Hearing Officer shall then executes and finalize the document.
13. The final Hearing Officer documentation is then provided to the Employee Relations Officer who forwards all meeting-related materials to the Administrative Services Director and as appropriate, to legal counsel, for review.
14. The determination of the Hearing Officer and all hearing materials are then submitted to the Executive Director for review and final determination. The determination of the Executive Director is submitted to the employee in writing via an overnight delivery service (including the U.S. Postal Service) or may be

personally served by the Division Director and the Employee Relations Officer. Service shall be made prior to the effective date of the disciplinary action(s).

The determination of the Executive Director is final without right of administrative appeal.

B. Processing of Terminations

The employee subject to termination shall first comply with the above procedural steps numbers 1-14 that are applicable to the processing of suspensions, demotions and/or disciplinary reductions in compensation, with the singular exception that instead of the Executive Director participating in the above process, a Deputy Executive Director shall act in the place of the Executive Director.

Following exhaustion of steps A. (1-14) applicable to suspensions, demotions and/or disciplinary reductions in compensation, the following review process shall be available to the terminated employee. (In terminations, a Deputy Executive Director shall preside at step 14, instead of the Executive Director):

1. The appeal shall be provided only upon LIUNA written demand to the Administrative Services Director. The written demand shall be received by the Administrative Services Director within five (5) business days of service of the notification of a dismissal determination by the pre-disciplinary hearing officer.
2. Regardless of a timely demand to convene the advisory appeal process, the dismissed employee shall be removed from payroll and compensation at the time the notice of dismissal is issued.
3. Upon receipt of a timely request to convene an appeal, the Manager Administrative Services Director shall contact the State Mediation and Conciliation Service and request transmission to the Union and to the CDC of a nine (9) person strike list.
4. Within five (5) calendar days of receipt of the strike list, the parties shall communicate and alternately strike names until one name remains. Determination of which party shall initially strike shall be made by a coin toss. The CDC shall promptly advise the selected advisory hearing officer of his/her appointment.
5. Any and all hearing officer and State Mediation and fees shall be equally divided between LIUNA and the CDC. Each party shall be 100% responsible for fees/costs incurred by or for its designated representative(s) and for any other fee/cost incurred as a result of the presentation of its case.

6. The advisory appeal shall be strictly governed by the following rules and the hearing officer shall strictly comply with the following rules:
- a) Since the dismissed employee served at the will of the CDC, the employee shall proceed initially with his/her case challenging the dismissal. The employee may produce evidence or choose to make a presentation. The CDC shall produce the disciplinary documents and proceed with the production of its evidence and time permitting (see below), rebuttal shall be presented by each party.
 - b) A total of two (2) hours shall be afforded to each party to make opening statements, to offer evidence and rebuttal and to make closing arguments. Time spent making objections shall be included within the two (2) hours time limitation.
 - c) Other than evidentiary privileges, the rules of evidence shall not be applicable to the hearing with the exceptions that proffered evidence shall be relevant and hearsay not subject to an evidentiary exception shall not in itself support an advisory determination.
 - d) Within ten (10) calendar days of closure of the hearing, the advisory appeal officer shall render and deliver an advisory written determination to the Union and to the Administrative Services Director. The Administrative Services Director shall promptly transmit the advisory determination to the CDC Executive Director.
 - e) Since the advisory appeal does not regard the taking of a property interest from a former employee (the former employee served at the will of the CDC), there shall be no record made of the hearing. However, either party may elect to audio record the proceedings at its own expense. Any such recording shall not be a "record", official or otherwise.

The Executive Director shall render a final and binding written determination, either sustaining, rejecting or modifying the advisory determination. There shall be no further administrative or civil review of the Executive Director's determination. The Executive Director's determination shall be in written form. If the Executive Director orders the re-instatement of the dismissed employee, he shall also order any other remedy he deems appropriate, including back pay.

ARTICLE 22

ADMINISTRATIVE AND PERSONNEL POLICY REVISIONS

The 2014-2016 MOU reflects changes having been agreed to by the parties as regards ADMINISTRATIVE AND PERSONNEL POLICIES 202.1 (Optional Benefits Plan), 202.2 (Flexible Benefits Plan). Said provisions shall be incorporated into the ADMINISTRATIVE AND PERSONNEL POLICIES document and shall be addressed herein.

202.1 Optional Benefits Plan (Flex 1)

Effective upon the later of January 1, 2014 or approval by the Board of this 2014-2016 MOU, the Commission's monthly contribution for the Optional Benefits Plan for non-contract (regular employees), will be a maximum of \$850, per month for employees and dependent for group health, dental and vision insurance coverage and, \$875 per month effective January 1, 2015 and \$900 per month effective January 1, 2016.

Effective January 1, 2014, all unit members either newly or initially hired by the CDC or who have been hired after a break in service, shall be enrolled in this Flex 1 benefits plan. Such employees shall not be allowed to enroll in the flexible benefits plan described in 202.2 of the Administrative and Personnel Policies. Nonetheless, employees enrolled in the policy 202.2 flexible benefit plan prior to January 1, 2014, shall be provided the option of enrolling in the 202.1 Flex 1 benefits plan in 2015. The exercise of this option to enroll in the Section 202.1 Flex 1 plan shall be irrevocable."

202.2 Flexible Benefits Plan

Effective upon the later of January 1, 2014 or approval by the Board of this 2014- 2016 MOU, the Commission's monthly contribution for the Flexible Benefits Plan for non-contract(regular employees), will be the greater of \$1,078.00 or the percentage of an employee's monthly salary as set forth in Section 202.2, based on years of service as of the employee's anniversary date (all years "of service" are "full years" of service, not the commencement of the designated year of service). If the \$1,078 amount is modified by the Commission as regards to unrepresented CDC employees to be effective during the term of this MOU, said modification shall become effective as to unit members without a reconvening of the meet and confer process, in the amount, and on the date, specified by the Commission as regards to unrepresented CDC employees.

This unit also includes what are designated as "contract employees." Although the CDC ADMINISTRATIVE AND PERSONNEL POLICIES do not impact contract employees except as may be specifically provided for in those written policies, and in particular, do not reference flex benefits for contract employees, it is the CDC practice to provide \$725 monthly to contract employees as and for flex benefit use.

To the extent that any provision of this MOU is inconsistent with a provision of the Commission's ADMINISTRATIVE AND PERSONNEL POLICIES or other governing rules and regulations, the provision of this MOU shall prevail.

ARTICLE 23 PAYROLL DEDUCTIONS

Subject to the impact of any recognized qualifying event, and concurrent with each annual open enrollment period by which unit members designate the making of, employee benefit-related payroll deductions, each affected employee may at his/her option, submit the necessary payroll deduction election form by which to authorize the CDC to implement not more than three (3) additional post-tax payroll deductions which would require the transfer of monies to LIUNA-sponsored insurance programs. The election form shall designate to which LIUNA-sponsored entity the payroll deduction(s) shall be transferred. In any instance where a particular employee's earnings are insufficient to fund the LIUNA-sponsored insurance program deduction(s), the making of said deduction(s) shall be secondary to the making of other designated payroll deduction(s).

ARTICLE 24 AB 340 The California Public Employees' Pension Reform Act of 2013

The California Public Employees' Pension Reform Act of 2013, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of the 2014-2016 MOU. Any provision in the 2013 MOU which contradicts any provision of AB 340 shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of the 2014-2016 MOU or any MOU, Agreement, Rule or Regulation predating the 2014-2016 MOU.

ARTICLE 25 GENERAL SALARY ADJUSTMENT

Effective January 1, 2014, a 2.0% General Salary Adjustment. Effective January 1, 2015 an additional 2.0% General Salary Adjustment. Effective July 1, 2015 an additional 2.0% General Salary Adjustment. Unit members shall be provided any additional General Salary Adjustments that are provided during the term of this MOU to any Non-Represented CDC employees. Any such adjustment shall be effective concurrent with the effective date as applicable to Non-Represented employees.

IT IS AGREED:

FOR THE LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, LOCAL
777:

FOR THE COMMUNITY DEVELOPMENT
COMMISSION:

Vista M. Gardo

Dated: _____

Ram A Bar

Dated: 11-21-13

[Signature]

Dated: 11-25-13

Matthew A Shy

Dated: 11-25-2013

[Signature]

Dated: 11/25/13

[Signature]

Dated: 11/25/13

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

[Signature]

Dated: 11-25-13

[Signature]

Dated: 11/25/13

[Signature]

Dated: 11/25/13

Dated: _____

APPENDIX

List of Classifications Represented in the Program Specialist Bargaining Unit

- Program Specialist I
- Program Specialist II
- Program Specialist III