

STATE OF NEVADA
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

AJAY VAKIL

Complainant,

vs.

CLARK COUNTY; CLARK COUNTY
DEVELOPMENT SERVICES; SERVICES
EMPLOYEES INTERNATIONAL UNION,
LOCAL 1107,

Respondents,

CASE NO. A1-046029

ITEM: 768A

ORDER

For Complainant: Ajay Vakil and his attorneys Kurt R. Bond, Esq. and Eric W. Hinckley,
Esq. of Alverson, Taylor, Mortensen & Sanders

For Respondents: Clark County and their attorney Yolanda T. Givens, Esq., Deputy District
Attorney, Clark County

Service Employees International Union, Local 1107 and their attorney
Shannon M. Gallo, Esq. of The Urban Law Firm.

This matter came on before the State of Nevada, Local Government Employee-
Management Relations Board ("Board"), on March 14, 2013 for consideration and decision
pursuant to the provisions of the Local Government Employee-Management Relations Act ("the
Act"); NAC Chapter 288, NRS chapter 233B, and was properly noticed pursuant to Nevada's
open meeting laws. A hearing was held in this matter on February 12-13, 2013 in Las Vegas,
Nevada.

Complainant Ajay Vakil asserts that Respondent Clark County ("County") violated the
Act by unilaterally changing Mr. Vakil's seniority date which affected Mr. Vakil's standing
when the County conducted a reduction in force in February of 2011 which resulted in Mr. Vakil
being laid off from the County and also asserts that the County discriminated against him on the
basis of his age. Mr. Vakil asserts that Respondent Service Employees International Union,
Local 1107 ("SEIU") breached its duty of fair representation.

1 Ajay Vakil began working for the County in September, 2004 as an Associate Engineer
2 with the Clark County Water Reclamation District and was promoted to the position of Senior
3 Engineer approximately one year later. In October of 2007, Mr. Vakil requested a transfer out of
4 the Water Reclamation District to the Clark County Department of Development Services at the
5 position of Associate Engineer. At the time of the transfer, Mr. Vakil signed an
6 acknowledgement to the effect that due to this voluntary transfer, his "anniversary date" would
7 change to December 3, 2007. Mr. Vakil served a period of one year as an Associate Engineer
8 with the Department of Development Services. As Mr. Vakil is a licensed professional civil
9 engineer, he was promoted to the position of Senior Engineer within the Department of
10 Development Services after one year. Mr. Vakil continued to work in this position until
11 February 18, 2011 when he was bumped from his position as a Senior Engineer and laid off by
12 the County.

13 The layoffs in February of 2011 were not the first round of layoffs to affect the County.
14 Prior to 2009, the County had not conducted a reduction in force since the early 1980's.
15 However, beginning in 2009 declining revenues forced the County to begin making reductions in
16 force. In 2009 the County met with SEIU to develop and agree upon layoff guidelines to govern
17 the layoffs in large part because nobody at the County had much experience conducting layoffs.
18 These guidelines have been applied in numerous rounds of layoffs since 2009, including the
19 February 2011 layoffs which affected Mr. Vakil. The layoff guidelines supplemented, but did
20 not change, the provisions of Article 13 that called for layoffs to be conducted generally in the
21 order of inverse seniority. The guidelines did include additional guidance on how seniority was
22 to be calculated.

23 After receiving his notice of layoff, Mr. Vakil contacted SEIU. SEIU Local 1107 is the
24 bargaining agent for the non-supervisory employees of Clark County and Mr. Vakil was a dues-
25 paying member of SEIU. Although Mr. Vakil testified as to some difficulty in speaking with a
26 representative from SIEU on the day that he received his layoff notice, he was able to meet with
27 Martin Bassick, the Vice President of SEIU Local 1107. On more than one occasion, Mr.
28 Bassick spoke with Mr. Vakil regarding the layoff, explaining how seniority was calculated

1 when the layoff was conducted, and the recourses that were available to him. Mr. Vakil testified
2 that this was often done in a group setting with two other individuals.

3 The layoff review guidelines established a layoff review committee (LRC) to consider an
4 employee's appeal of a layoff determination. Mr. Bassick met with Mr. Vakil and guided him
5 through the LRC process by informing Mr. Vakil about the process and assisted in preparing a
6 statement to make before the LRC. Mr. Vakil met with Mr. Bassick prior to appearing before the
7 LRC, and Mr. Bassick was present at the LRC to represent Mr. Vakil. Mr. Vakil's hearing
8 before the LRC took place on March 17, 2011. At the hearing Mr. Vakil presented a statement at
9 the LRC hearing which contended that his layoff violated Article 13 of the collective bargaining
10 agreement, did not properly grant him his seniority dating back to September of 2004, that the
11 County allowed unlicensed engineers to work as engineers and that Mr. Vakil was the victim of
12 age discrimination. The LRC affirmed the layoff.

13 Afterwards, Mr. Vakil sought to have SIEU file a grievance over the layoff. SEIU
14 declined to pursue a grievance, on the grounds that the grievance was not meritorious because
15 the seniority had been correctly calculated even after the County performed a re-calculation of
16 his seniority, and there was no violation of the collective bargaining agreement by the County
17 that would merit a grievance. Mr. Vakil then filed his complaint with this Board.

18 Unilateral Change

19 Mr. Vakil's primary contention is that the County unilaterally changed Mr. Vakil's
20 seniority date. Mr. Vakil contends that this unilateral change extinguished his true seniority with
21 the County, and that as a result Mr. Vakil's seniority was not accurately calculated when he was
22 laid off. Mr. Vakil asserts that had his seniority been accurately calculated he would have had
23 enough seniority to avoid being laid off in February 2011.

24 A unilateral change is a prohibited labor practice that occurs when an employer changes
25 the terms and conditions of employment which fall under one of the mandatory subjects of
26 bargaining listed in NRS 288.150 without first bargaining in good faith with the recognized
27 bargaining agent. City of Reno v. Reno Police Protective Ass'n, 118 Nev. 889, 59 P.3d

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1 1212 (2002). The procedures for conducting a reduction in workforce are a mandatory subject of
2 bargaining. NRS 288.150(2)(v).

3 The County's defense to this charge is that it did in fact bargain for the layoff procedure,
4 including the method for making seniority calculations, with SEIU and then followed that
5 procedure when conducting the February 2011 layoffs.

6 A complaint of a unilateral change is evaluated by showing what the bargained-for terms
7 of employment were before the alleged change, then comparing that to what the terms of
8 employment were after the alleged change. see Golden Stevedoring Co., 335 NLRB 410, 435
9 (2001).

10 The evidence at the hearing established that there was a bargained-for process between
11 SEIU and the County for conducting a layoff contained at Article 13 of the collective bargaining
12 agreement. This procedure required that after any probationary or temporary employees are laid
13 off, further layoffs would be done "according to the order of inverse seniority of the employees
14 in the affected classification within the given department." (Exhibit 1, p. 17). The collective
15 bargaining agreement also specified that seniority would be calculated based upon continuous
16 service with the County in the affected classification or in a classification in the same series with
17 a higher salary grade. "Classification" is not defined in the collective bargaining agreement.

18 As stated above, prior to 2009 the County had not laid off any employees since the early
19 1980s. Therefore when layoffs again became necessary, the County and SEIU met to further
20 refine and clarify the layoff procedure. The County and SEIU jointly developed the layoff
21 guidelines which followed the basic procedure established in the CBA and expanded on the
22 layoff procedure. In particular, the County and SEIU agreed that time spent in related I/II
23 positions and underfill titles would be combined in order to calculate seniority, and also agreed
24 on the manner in which an employee's voluntary transfer would affect his or her seniority
25 calculation. According to the guidelines agreed upon by the County and SEIU, if an employee
26 had voluntarily transferred the seniority date would be calculated based upon when the employee
27 began work in the new (receiving) department. The guidelines also established the LRC, and
28 both the County and SEIU agreed that the LRC decision would be binding.

1 This was the bargained-for procedure that was in place prior to Mr. Vakil's layoff. The
2 evidence at the hearing did not show that the County departed from or changed this bargained-
3 for procedure. When the County determined the seniority of the employees in the Associate
4 Engineer/Senior Engineer classification, it assigned a value, representing the level of seniority
5 for each employee based upon the number of years the employee had worked in the
6 classification. Initially, the County treated Associate Engineer as an underfill position for Senior
7 Engineer and calculated seniority based upon the total time that an employee had spent in both
8 jobs. The evidence at the hearing showed that the County followed this method when it initially
9 calculated Mr. Vakil's seniority based upon the date that he had started as an Associate Engineer
10 in the Department of Development Services. Under this formula the County determined that Mr.
11 Vakil's seniority was 3.17 years. As Mr. Vakil had been a County employee since September of
12 2004, this amount does not include any time that Mr. Vakil had worked in the Water
13 Reclamation District. The County explained that it did not count Mr. Vakil's time as an engineer
14 in the Water Reclamation District because Mr. Vakil voluntarily transferred from that position to
15 the Department of Development Services, and under the negotiated layoff guidelines, time
16 accrued prior to a voluntary transfer is not to be included in the seniority calculations. 3.17 years
17 was not enough seniority to escape the layoffs and Mr. Vakil was laid off effective February 18,
18 2011. Evidence at the hearing showed that five other employees whose seniority level was
19 calculated to be even higher than 3.17 were also selected for layoff.

20 In March of 2011 the County re-calculated the seniority levels of the affected employees.
21 The Board heard evidence that a LRC decision in the case of another employee named Richard
22 Milewski resulted in a determination that the time spent in the Associate Engineer position
23 should not be combined with the time spent in the Senior Engineer position when calculating
24 seniority. Consequently, the seniority was recalculated for all employees who had been Senior
25 Engineers including Mr. Vakil. The resulting seniority removed the one year that Mr. Vakil had
26 been an Associate Engineer from his overall seniority calculation, leaving him with a final value
27 of 2.17 years of service. After the seniority re-calculation, Mr. Vakil was still left without
28 sufficient seniority to escape the layoff and his layoff was affirmed by the LRC. (Exhibit 41).

1 Under these facts, Mr. Vakil has not established that a unilateral change occurred.
2 Instead, the County followed the process for conducting the layoffs which had been agreed-upon
3 with SEIU. To the extent that the development of the layoff guidelines in 2009 was a change
4 from Article 13, the guidelines were developed collaboratively with SEIU and followed by the
5 County. When a procedure under a collective bargaining agreement needs further refinement or
6 clarification, it is consistent with the obligation to bargain in good faith for an employer to agree
7 to such refinement or clarification with the recognized bargaining agent and then to follow the
8 clarified procedure. See Service Empl. Int'l Union, Local 1107 v. Clark County, Item No. 713A,
9 EMRB Case No. A1-045965 (2010). As the evidence indicates that this is what the County did
10 in this case, we do not find that the County committed a unilateral change.

11 Age Discrimination

12 Mr. Vakil also alleges that the County discriminated against him based upon his age.
13 NRS 288.270(1)(f) prohibits a local government employer from discriminating against its
14 employees on the basis of age. In the absence of direct evidence of discrimination,
15 discrimination claims based upon a protected class are analyzed under a burden-shifting
16 framework. City of North Las Vegas v. State Local Gov't Employee-Mgmt. Relations Bd., 127
17 Nev. ___, 261 P .3d 1071 (2011). Under this framework a complainant must first make *prima*
18 *facie* showing of discrimination by establishing that: (1) they belonged to a protected class; (2)
19 they were qualified for their jobs; (3) they were subjected to an adverse employment action; and
20 (4) similarly situated employees not in their protected class received more favorable treatment.”
21 Id. at 1078. If the *prima facie* showing is met, the burden then shifts to the employer to offer a
22 legitimate, non-discriminatory reason for its actions. Id. If the employer does so, the burden then
23 shifts back to the complainant to establish that the employer’s proffered reason is pre-text or
24 unworthy of credence. Id.

25 Mr. Vakil has met his initial burden to establish a *prima facie* case of age discrimination.
26 The evidence presented at the hearing established that Mr. Vakil is a member of a protected class
27 based upon age. Evidence before the Board indicated that Mr. Vakil was 63 years old at the time
28 of the layoff. The evidence also established that Mr. Vakil was qualified for the job of Senior

1 Engineer. Mr. Vakil testified and introduced exhibits to show that he was licensed as a civil
2 engineer by the Nevada Board of Professional Engineers and Land Surveyors. Mr. Vakil also
3 introduced into evidence his prior performance reports from Clark County for both the positions
4 of Associate Engineer and Senior Engineer. These performance reports indicated that Mr. Vakil
5 was more than adequately performing his job in each position, and the Board concludes that Mr.
6 Vakil was qualified for both the job of Senior Engineer and Associate Engineer.

7 There is no dispute that Mr. Vakil was subject to an adverse employment action; Mr.
8 Vakil was bumped from his Senior Engineer position to an Associate Engineer and laid off from
9 the County as of February 18, 2011. His layoff was affirmed by the LRC. Therefore Mr. Vakil
10 has effectively shown that he was subject to an adverse employment action.

11 Finally, Mr. Vakil has presented evidence sufficient to meet his initial burden under City
12 of North Las Vegas that similarly situated employees received more favorable treatment.
13 According to the testimony of Mr. Vakil, which the County did not refute, he was the oldest
14 employee being laid off. By extrapolation of that testimony younger employees were being
15 retained. The Board accepts Mr. Vakil's uncontradicted testimony on this point, and finds that
16 this is sufficient to meet Mr. Vakil's initial obligation to show a *prima facie* of age
17 discrimination.

18 As Mr. Vakil has effectively stated a *prima facie* case of age discrimination, the burden
19 now shifts to the County to articulate a legitimate, non-discriminatory reason for its actions. The
20 County maintains that the layoffs in this case were based exclusively upon the principle of
21 reverse seniority; that the employees that were the newest to the positions were the first to be laid
22 off. The County contends that the reverse seniority principle is both non-discriminatory and is
23 required by the County's collective bargaining agreement with SEIU. The Board finds that the
24 County has met its burden to articulate a legitimate and non-discriminatory reason for Mr.
25 Vakil's layoff.

26 The burden now shifts back to Mr. Vakil to show that the County's proffered reason is
27 mere pretext or is unworthy of credence. Mr. Vakil does not meet this burden. Rather the
28 evidence at the hearing confirms that the County's explanation of the layoff is accurate. The

1 County presented evidence demonstrating the seniority calculations for each of the Senior and
2 Associate Engineers who were bumped or laid off, and how the layoffs were ordered based
3 solely upon those seniority calculations. Mr. Vakil did not present any evidence that the County
4 utilized any criterion other than the seniority calculations, that the County's seniority
5 calculations were pre-textual or any evidence to show how a discriminatory intent could enter
6 into the County's decision of whom to lay off.

7 The Board therefore finds that Mr. Vakil has not met his burden to establish a claim of
8 age discrimination against the County.

9 Duty of Fair Representation

10 Mr. Vakil also alleges that SEIU breached its duty of fair representation. SEIU, as the
11 recognized bargaining agent, owes a duty of fair representation to the employees in the
12 bargaining unit, including Mr. Vakil. See Rosequist v. International Ass'n of Firefighters Local
13 1908, 118 Nev. 444, 449, 49 P.3d 651, 654 (2002). A breach of the duty of fair representation
14 violates the Act, and therefore is within the exclusive jurisdiction of this Board. Id.

15 "The duty of fair representation requires that when the union represents or negotiates on
16 behalf of a union member, it must conduct itself in a manner that is not 'arbitrary,
17 discriminatory, or in bad faith.'" Weiner v. Beatty, 121 Nev. 243, 249, 116 P.3d 829, 833 (2005)
18 (internal citations omitted). The duty of fair representation is typically construed narrowly in
19 order to allow a union the discretion to act in what it perceives to be the best interests of those
20 whom it represents. Galindo v. Stoodly Co., 793 F.2d 1502, 1514 (9th Cir.1986).

21 A union's actions are arbitrary only if the union's conduct can be fairly characterized as
22 so far outside a "wide range of reasonableness that it is wholly 'irrational' or 'arbitrary.'" Marquez v. Screen Actors Guild, Inc., 525 U.S. 33, 45 (1998). SIEU's actions were not arbitrary
23 when it represented Mr. Vakil. The Board heard and considered evidence establishing that SIEU,
24 and in particular SEIU Vice-President Martin Bassick, met with Mr. Vakil prior to the appeal
25 hearing before the LRC, and that Mr. Bassick had multiple contacts with Mr. Vakil concerning
26 the layoff and discussions of how to proceed going forward. The evidence showed that Mr.
27 Bassick was familiar with the facts pertaining to the layoff, and did in fact represent Mr. Vakil
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1 before the LRC. The LRC was composed of representatives of both the County and SIEU. The
2 evidence showed that SEIU represented Mr. Vakil's interests by representing the group of
3 employees who had been laid off throughout the process by bargaining with the County for a
4 neutral procedure to conduct the layoffs and establishing guidelines with the County for
5 determining seniority in advance of the layoffs.

6 When Mr. Vakil sought to have SEIU file a grievance on his behalf, the evidence shows
7 that SIEU considered and was familiar with the facts and considered the merits of such a
8 grievance. SIEU concluded that the grievance would not have merit. A bargaining agent is
9 afforded broad discretion when considering whether or not to move forward with a grievance.
10 e.g. Vaca v. Sipes, 386 U.S. 171 (1967); see also Scott v. Machinists Automotive Trades Dist.
11 Lodge No. 190 of Northern California, 827 F.2d 589, 593 (9th Cir. 1987). In this case, as
12 discussed above, the evidence shows that the County followed the bargained-for procedure when
13 conducting the layoffs, and thus Mr. Vakil has not shown that his grievance would have merit.
14 Consequently, the Board concludes that SIEU did not act arbitrarily when it declined to pursue
15 Mr. Vakil's grievance. Further we see no evidence to suggest that the layoff procedure that was
16 negotiated was irrational or arbitrary.

17 We next look to determine if SEIU discriminated against Mr. Vakil. In order to prove
18 discriminatory actions, a complainant must "adduce substantial evidence of discrimination that is
19 intentional, severe, and unrelated to legitimate union objectives." Amalgamated Ass'n of St.
20 Elec. Ry. and Motor Coach Emp. of America v. Lockridge, 403 U.S. 274, 301 (1971). Mr. Vakil
21 did not provide evidence that any of SEIU's actions were discriminatory.

22 Finally, we find that there was no bad faith on the part of SEIU. In order to show "bad
23 faith," a complainant must present "substantial evidence of fraud, deceitful action or dishonest
24 conduct." Id at 299. There was no other evidence presented at the hearing tending to show deceit
25 or dishonesty on the part of SEIU.

26 Therefore the Board concludes that SEIU did not breach the duty of fair representation
27 that was owed to Mr. Vakil.

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1 Based upon the forgoing, the Board makes the following findings of fact and conclusions
2 of law.

3 **FINDINGS OF FACT**

4 1. Complainant Ajay Vakil began working for Respondent Clark County on September 20,
5 2004 as an Associate Engineer in the County's Water Reclamation District.

6 2. In October of 2007 Mr. Vakil requested a transfer out of the Water Reclamation District
7 to the Department of Development Services as an Associate Engineer, which established a new
8 anniversary date of December 3, 2007.

9 3. After one year as an Associate Engineer in the Department of Development Services, Mr.
10 Vakil was promoted to the position of Senior Engineer.

11 4. Mr. Vakil was bumped from his position as a Senior Engineer to an Associate Engineer
12 and laid off on February 18, 2011.

13 5. At some time in 2009 Clark County and SEIU Local 1107 reached an agreement for
14 layoff guidelines to supplement and clarify the procedures contained in Article 13 of the
15 collective bargaining agreement.

16 6. Clark County conducted the layoff which forms the basis of this Complaint solely on the
17 basis of the calculated inverse seniority.

18 7. Mr. Vakil's calculated seniority was not sufficient to avoid being laid off.

19 8. Clark County did not change or depart from the layoff procedures that it had agreed upon
20 with SEIU.

21 9. At the time of the layoffs, Mr. Vakil was 63 years old.

22 10. Mr. Vakil was qualified for the position of Senior Engineer and Associate Engineer based
23 upon the favorable performance reports that he had already received for performing those jobs
24 and his license as a professional civil engineer.

25 11. Mr. Vakil's layoff was an adverse employment action.

26 12. The effect of the February 2011 layoffs resulted in Mr. Vakil losing his job while
27 younger employees were able to retain their jobs pursuant to the credible testimony of Mr. Vakil.

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1 13. The County established the agreed-upon procedure to be used when conducting the
2 layoffs with SEIU.

3 14. The County followed the agreed-upon procedure when it conducted the February 2011
4 layoffs.

5 15. Mr. Vakil has not presented sufficient evidence to demonstrate that the County's actions
6 were pre-textual to age discrimination or are unworthy of credence.

7 16. Respondent Service Employees International Union, Local 1107 is the recognized
8 bargaining agent for the bargaining unit for non-supervisory employees in the Department of
9 Development Services which includes the Associate Engineer and Senior Engineer position.

10 17. SEIU, through Martin Bassick, spoke with Mr. Vakil on numerous occasions prior to Mr.
11 Vakil's LRC appeal hearing.

12 18. Mr. Vakil had a LRC appeal hearing on March 17, 2011.

13 19. SEIU, through Martin Bassick, was present at the March 17, 2011 LRC hearing to
14 represent Mr. Vakil.

15 20. Following the LRC hearing, Mr. Vakil requested SEIU to file grievance on his behalf
16 concerning the layoff.

17 21. SEIU, through Martin Bassick, was familiar with the facts and circumstances surrounding
18 the layoff and considered the merits of Mr. Vakil's requested grievance.

19 22. SEIU determined that the requested grievance would not be meritorious and declined to
20 file the requested grievance.

21 23. If any of the foregoing findings is more appropriately construed a conclusion of law, it
22 may be so construed.

23 CONCLUSIONS OF LAW

24 1. The Board is authorized to hear and determine complaints arising under the Local
25 Government Employee-Management Relations Act.

26 2. The Board has jurisdiction over the parties and the subject matters of the Complaint on
27 file herein pursuant to the provisions of NRS Chapter 288.

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1 3. Clark County has an obligation to bargain in good faith with SEIU over the mandatory
2 subjects of bargaining listed in NRS 288.150

3 4. Pursuant to NRS 288.150(2)(v), procedures for conducting a reduction in force are a
4 mandatory subject of bargaining.

5 5. The County did not violate the Act by developing the layoff guidelines with SEIU.

6 6. Based upon the evidence in this case, the County did not change or depart from the
7 agreed-upon procedures for conducting a reduction in force in February of 2011.

8 7. The County did not commit a unilateral change.

9 8. The evidence presented by Mr. Vakil is sufficient to show a *prima facie* case of age
10 discrimination against the County.

11 9. The County's proffered explanation for conducting the layoffs is sufficient to meet its
12 burden to articulate a legitimate, non-discriminatory reason for its actions.

13 10. Mr. Vakil has not met his burden to show that the County's proffered explanation was
14 pre-text or is unworthy of credence.

15 11. The County did not discriminate against Mr. Vakil based upon his age.

16 12. SEIU, as the recognized bargaining agent, owed a duty of fair representation to Mr.
17 Vakil.

18 13. SEIU did not breach its duty of fair representation when it agreed to the layoff guidelines
19 with the County in 2009.

20 14. SEIU did not breach its duty of fair representation in the manner in which it assisted and
21 represented Mr. Vakil before the LRC.

22 15. SEIU did not breach its duty of fair representation by refusing to pursue the grievance
23 requested by Mr. Vakil.

24 16. Mr. Vakil's complaint against the County and against SEIU is not well-taken.

25 17. An award of costs is not warranted under NRS 288.110(6).

26 18. If any of the foregoing conclusions is more appropriately construed a finding of fact, it
27 may be so construed.

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DATED this 2nd day of April, 2013.

BY: Sandra Masters
SANDRA MASTERS, Board Member

STATE OF NEVADA
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

AJAY VAKIL

Complainant,

vs.

CASE NO. A1-046029

CLARK COUNTY; CLARK COUNTY
DEVELOPMENT SERVICES; SERVICES
EMPLOYEES INTERNATIONAL UNION,
LOCAL 1107,

NOTICE OF ENTRY OF ORDER

Respondents,

To: Ajay Vakil and his attorneys Kurt R. Bond, Esq. and Eric W. Hinckley, Esq. of Alverson,
Taylor, Mortensen & Sanders

To: Clark County and their attorney Yolanda T. Givens, Esq., Deputy District Attorney,
Clark County Service Employees International Union, Local 1107 and their attorney
Shannon M. Gallo, Esq. of The Urban Law Firm.

PLEASE TAKE NOTICE that an ORDER was entered in the above-entitled matter on
April 02, 2013.

DATED this 2nd day of April, 2013.

LOCAL GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

BY


JOYCE A. HOLTZ, Executive Assistant

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