

**MEMORANDUM OF
UNDERSTANDING**

Between

The City of Coronado

and

**The American Federation of State, County and
Municipal Employees, Local 127**

For The Period July 1, 2021 through June 30, 2022

MEMORANDUM OF UNDERSTANDING
American Federation of State, County and Municipal Employees (AFSCME), Local 127

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MEMORANDUM OF UNDERSTANDING

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The CITY OF CORONADO and the LOCAL 127 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) have reached this Memorandum of Understanding (MOU) pursuant to meeting and conferring in good faith, and in accordance with the provisions contained in California Government Code (Section 3500 et seq.).

This MOU is entered into by and between the CITY OF CORONADO, hereinafter referred to as the CITY, and LOCAL 127 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), exclusive representative for employees covered by this MOU, hereinafter referred to as the UNION.

It is the purpose of this MOU to achieve and maintain harmonious relations and full communications between the CITY and the UNION, and to establish proper standards of wages, hours and other conditions of employment.

The parties mutually agree to the following adjustments in salary, supplemental benefits and other terms and conditions of employment with an effective date of July 1, 2021, through June 30, 2022, unless specified differently. All provisions in previously ratified MOUs shall remain in full force and effect unless amended by this MOU.

ARTICLE 1 DEFINITIONS

- A. Year. The term "year" as used in this MOU shall mean "fiscal year" unless it is specifically described as "calendar year".
- B. The provisions of this MOU do not apply to part-time or temporary employees.

ARTICLE 2 SALARY

- A. During the term of this MOU, the salary schedule and base pay of AFSCME classifications will remain unchanged.
- B. Step "Z" of the salary range for any class is hereby defined as any rate of pay in excess of the top step of the range for the class. An employee shall be paid the Step "Z" solely under one of the following three conditions:
 - 1. Upon the reduction of the salary range for a class, an employee having other than provisional status who immediately prior to the reduction of the salary range was paid at a higher rate for such class, then the new maximum rate shall, in the absence of any contrary orders by the City Council for economic reasons, continue to be paid at the former rate.

2. Any employee whose position is reclassified from a class in which the employee has acquired permanent status to a class with a lower range shall, in the absence of any contrary orders by the City Council for economic reasons, continue to be paid at the former rate.
3. In the event an across-the-board increase is granted to a class held by the employee being paid at Step "Z," the employee shall receive the across-the-board increase less one percent (1%), and the employee's "Z" step increased accordingly. This across-the-board increase, applicable to the class less one percent (1%), shall continue from year-to-year, as approved, until such time as the top step for the salary range for the class exceeds the "Z" Step. At that time, the employee shall be paid at the top step of the class and the "Z" Step terminated.

ARTICLE 3 SPECIAL ASSIGNMENTS AND CERTIFICATION PAY

- A. **Qualified Applicator's Certificate**. Employees who are required to maintain a Qualified Applicator's Certificate and are assigned to apply those substances requiring possession of a Qualified Applicator's Certificate shall receive a 2.5% differential for the pay period during which such assignment is in effect.
- B. **Arborist's Certificate**. An employee who possesses an Arborist Certificate from the International Society of Arboriculture and performs all corresponding assigned duties for the City (one person) will receive \$1,088 (one thousand and eighty eight dollars) per year paid on the first payday in December.
- C. **Backflow Prevention Tester's Certificate**. An employee who possesses a Backflow Prevention Tester Certificate and performs all back flow testing for the City (one person) will receive \$1,088 (one thousand and eighty eight dollars) per year paid on the first payday in December.
- D. **Acting Golf Lead**. The Acting Golf Lead (one person) assigned to an eight (8) hour per day weekend assignment will be paid a \$137 (one hundred and thirty seven dollar) differential for the pay period during which such assignment is in effect. A Golf employee assigned to the four (4) hour per day weekend (one-person) assignment will be paid a \$68.00 (sixty eight dollar) differential for the pay period during which such assignment is in effect. These differentials are limited to one person in the Golf Unit for the eight-hour day weekend assignment and one person in the Golf Unit for the four-hour day weekend assignment per pay period. If two (2) employees work the same eight (8) hour or four (4) hour assignment during a pay period, the appropriate differential will be split between the two (2) employees.
- E. **Special Project Pay**. An employee who is assigned to lead a special project by the Director of Public Services or the Director of Golf Course Operations will receive a five percent (5%) special project premium pay during the period of the special project.
- F. **Wastewater/Storm Water Certification Pay**. Employees who work in Wastewater or Storm Water and possess a certification from the California Water Environment Association (CWEA) at the level established as the minimum qualification for their classification, will receive 2.5% of their base salary in certification pay. Employees in Wastewater and Storm Water who exceed the level of certification established as the minimum qualification will be eligible to receive an additional 4.5% of their base pay for a total certification pay amount of up to 7.0% for designated

certifications.

G. **Mechanic Certification Pay.** Employees who work in the Mechanic series and possess certification from the California State Fire Training Academy and/or ASE Certifications at the level established as the minimum qualification for their classification, will receive 1% of their base salary in certification pay. Employees in the Mechanic series who exceed the level of certification established as the minimum qualification will be eligible to receive an additional 1.5% of their base pay for a total certification pay of up to 2.5% for designated certifications.

H. **Skills Enhancement Program.** For Fiscal Year 2021-2022, AFSCME members who have successfully completed any of the following course(s) to obtain a minimum of four (4) credits, will receive a one-time incentive payment of \$500, for a maximum of 16 credits or \$2,000. The City agrees to pay for each course. Members may attend these courses on City time, as determined by Department Director or their designee.

COURSE	VENDOR	METHOD	CREDITS
Irrigation Installation Technician	Hunter	Online	4
Landscape Lighting	Hunter	Online	4
Landscape Lighting Controller Specialist	Hunter	Online	4
Intro to the MUTCD	ATSSA	Online	4
Basic Traffic Control for Short Duration Activities	ATSSA	Online	2
Basic Traffic Control for Utility Operations	ATSSA	Online	2
Traffic Control Technician	ATSSA	Online	8
Traffic Control Supervisor	ATSSA	Online	16
Flagger	ATSSA	Online	4
Retro reflectivity for Sign Inspectors	ATSSA	Online	4
OSHA Excavation Safety Orientation	APWA	Online	2
Heavy Equipment – Into & Safety	APWA	Online	2
Heavy Equipment Pre-Use	APWA	Online	2
Backhoe Loader Maintenance & Transport	APWA	Online	2
Backhoe Loader Safe Operating Techniques	APWA	Online	2
Backhoe Loader Pre-Start Inspection	APWA	Online	2
Hydraulic Breakers, Shears Crushers, Safe Use	APWA	Online	2
Hydraulic Fundamentals for Mobile Construction Equipment	APWA	Online	2
Crawler Excavator Maintenance & Transport	APWA	Online	2
Crawler Excavator Safe Operating Techniques	APWA	Online	2
Crawler Excavator Pre-Start Inspection	APWA	Online	2
Confined Space for Construction	APWA	Online	2
Fundamentals of Rigging	APWA	Online	2
Rigging & Lifting with Small Hydraulic Cranes	APWA	Online	2
Rigging & Lifting with Mobile Construction Equipment	APWA	Online	2
Rigging and Hoisting	APWA	Online	2
Crane Signal Person	APWA	Online	2
Road Crew Safety (Road Construction & Paving)	APWA	Online	2
Skidder Safety, Maintenance and Operation	APWA	Online	2
Landscape Loader Safety, Maintenance & Operation	APWA	Online	2

Safe Operation of Skid Steers and Compact Track Loaders	APWA	Online	2
Drugs in the Workplace	APWA	Online	2
Dump Truck Operation & Safety	APWA	Online	2
Large Capacity Forklift Operation	APWA	Online	2
Forklifts & Pedestrian: Safety Awareness	APWA	Online	2
Forklift – Operation and Safety	APWA	Online	2
Large Capacity Forklift Inspection & Maintenance Video	APWA	Online	2
Skid Steer Pre-Operation Inspection	APWA	Online	2
Skid Steer – Operation & Safety	APWA	Online	2
Skid Steer Loader Safe Operating Techniques	APWA	Online	2
Electrical System Fundamentals for Mobile Construction Equipment	APWA	Online	2
Hand Signals for Construction Equipment	APWA	Online	2
Lockout Tagout of Construction Equipment	APWA	Online	2
Right of Way Mowing	APWA	Online	2
Pipelayer Pre-Start Inspection and Basic Operating Techniques	APWA	Online	2
Pipelayer Installation: Chapter 1	APWA	Online	2
Pipelayer Installation: Chapter 2	APWA	Online	2
Pipelayer Installation: Chapter 3	APWA	Online	2
Hand-Held Cutoff Saw Safe & Efficient Operation	APWA	Online	2
Safely Exposing Buried Utilities	APWA	Online	2
Safety Training for Repair Technicians	APWA	Online	2
Bucket Truck – Operation and Safety	APWA	Online	2
Compact Excavator – Operation and Safety	APWA	Online	2
Mobile Elevating Work Platform	APWA	Online	2
Wheel Loader: Tip from the Pros	APWA	Online	2
Wheel Loader Operating Techniques	APWA	Online	2
Wheel Loader Walk Around and Introduction	APWA	Online	2

ARTICLE 4 OVERTIME AND COMPENSATORY TIME OFF

- A. All overtime will be computed at time and one-half for each hour worked in excess of eight (8) hours in one day and/or forty (40) hours in one week. In a 9-80 work schedule, overtime will be for hours in excess of nine (9) hours in one day and/or forty (40) hours in one week. Holidays, annual leave, sick leave, floating holiday leave or compensatory time off will be included in any time calculated for overtime purposes.
- B. In lieu of premium pay (overtime) employees may elect to receive credit to compensatory time off (CTO) computed at time and one-half for each hour of overtime. For the purposes of this article, "scheduled" shall be defined as posting the work schedule no later than the first hour of the workday in which the scheduled work is to consecutively follow.
- C. CTO by an employee may be accumulated up to a maximum of one hundred eighty (180)

hours at the discretion of the employee. Any employees with existing CTO balances above the one hundred eighty (180) hours maximum may maintain those hours, but shall not earn additional CTO until the balance falls below one hundred eighty (180) hours.

- D. CTO hours may be converted to cash, in accordance to the City's Administrative Procedures and IRS Regulations, at the discretion of the employee. No minimum balance of CTO must be maintained. Hours must be paid in no less than 1 (one) whole hour increments and will be issued as earned income through payroll administration and not accounts payable. Tax withholdings for the CTO cash out are the responsibility of the employee. One request per employee for CTO cash out may be made in a pay period.
- E. In compliance with requirements of the Health Savings Account (HSA) established pursuant to Article 10, the CTO balance for each employee in excess of 80 hours will be converted to cash once yearly (1st pay period in June) and deposited into the employee's Health Savings Account. As of July 1, 2014 the program has not been established by the union.

ARTICLE 5 CALLBACK OVERTIME

- A. Callback overtime occurs whenever an employee is ordered to return to duty for unscheduled work, typically while on stand-by duty. Call back does not occur when an employee is held over from his/her prior shift or just prior to a regularly scheduled shift. An employee called back to duty shall be compensated for a minimum of three hours paid at the overtime rate of one and one-half times the employee's regular rate of pay.
- B. In lieu of call back overtime pay, employees may elect to receive credit to CTO computed at the above rates.
- C. An employee who works more than 16 hours during any 24 hour period as a result of overtime or callback overtime may be subject to a required rest period.

ARTICLE 6 STAND-BY AND EMERGENCY STAND-BY DUTY

- A. Employees in the Public Services Department designated for standby duty are subject to emergency callback on evenings, weekends and holidays and expected to report to work within 45 minutes of the callback order. Employees designated to be on stand-by will be provided a mobile telephone issued by the Department for the designated standby period. In consideration of this requirement to remain ready at all times to respond during this standby period, employees who have been assigned to standby shall be compensated according to the following schedule.
 - 1. Wastewater/Storm Water standby duty \$600 per 14 day assignment
 - 2. Parks/Beach/Streets/Facilities standby duty \$480 per 14 day assignment
- B. The Public Services Department will maintain a set of procedures for the administration and scheduling of stand-by and emergency stand-by duty. Management will consider employee input, as provided in *Article 31 Communication Between Labor and Management*, in crafting or modifying the procedures.

- C. All bargaining group members in Public Services are expected to be a part of the standby rotation assignment with the following exceptions.
1. Exempt Classification: Employees in the Maintenance Worker I classification.
 2. Medical Restrictions: An employee who is unable to perform the essential functions of their job classification due to work restrictions established by a medical professional will be removed from the standby schedule until the restrictions are lifted.
 3. Substitution: An employee may be excused from an individual assignment of standby duty if that employee finds another qualified employee to accept their standby duty as a substitute. The assignment of a substitute employee to standby duty is subject to prior approval by a Department Supervisor or the Department Director.
- D. Emergency Stand-by Duty: On occasion, the Department may be required to assign additional stand-by personnel to report for known emergencies (e.g. winter storms) or planned outages. Any employee assigned to emergency stand-by duty (as distinguished from the normal weekly assignment) shall be compensated at 10% of their hourly rate of pay for each hour in a (12 hour) period. The Department will seek volunteers for emergency stand-by duty but will assign employees if needed. Employees will be excused from this assignment due to child care or other obligations as protected by law.
- When an employee on emergency stand-by duty is called back to work, minimum call back provisions will go into effect and emergency stand-by pay will cease.
- E. Employees assigned to stand-by or emergency stand-by duty and required to report to work after hours shall meet the following criteria:
1. Be available by telephone;
 2. Remain fit for duty (shall not be under the influence of drugs or alcohol or otherwise impaired);
 3. Have no other childcare or other obligation that would prevent the employee from responding.

ARTICLE 7 OUT-OF-CLASS ASSIGNMENTS
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- A. Employees working out-of-class assignments of ten days or more during a pay period will be recognized. The CITY shall record, in the employee's personnel file, said out-of-class assignments for reference in the event of consideration for future promotions.
- B. The CITY shall not use out-of-class assignments to eliminate budgeted positions.
- C. Employees shall be compensated for out-of-class assignments when temporarily assigned to the same higher level class for more than 80 consecutive working hours. Employees who meet these criteria shall be compensated by an additional 5% of base salary for each consecutive hour worked in the out-of-class assignment from the 81st hour to the end of the out-of-class assignment.

ARTICLE 8 RETIREMENT BENEFITS

- A. The CITY offers the California Public Employees' Retirement System (CalPERS) 3% @ 60 retirement program for classic members.
- B. The retirement benefit for classic CalPERS miscellaneous members represented by AFSCME includes the "One Year Final Compensation" (commonly referred to as "Single Highest Year"). Employees represented under this MOU are also eligible to purchase CalPERS service credit through the Military Service Credit option.
- C. Effective on the first pay period of the 2010-2011 fiscal year, the City implemented the Employer Paid Member Contribution (EPMC) option through CalPERS where the City paid and reported the value of the EPMC as compensation. The full cost of this retirement enhancement was paid by each employee beginning the first pay period of the 2010-11 fiscal year by means of payroll deduction. Effective upon ratification the reporting of the EPMC as special compensation shall end and employee payment of the cost shall end.
Effective December 31, 2011 employees shall assume responsibility for payment of the 8% (eight percent) employee retirement contribution.
- D. The City complies with the Public Employees' Pension Reform Act (PEPRA) of 2012. In compliance, all miscellaneous employees hired after January 1, 2013, who do not meet the CalPERS definition of a "classic" member, the City will provide the 2% @ 62 retirement benefit formula. All City employees shall be responsible for paying their respective required CalPERS member contribution. For PEPRA members, the contribution will be determined annually based upon the CalPERS actuarial.
- E. In accordance with §20516 Cost Sharing of the California Public Employees Retirement Law, the employee contribution rate for all classic CalPERS employees in the bargaining unit will increase 1.5%. The employee contribution rate will be 9.5% effective July 1, 2019. If a secret ballot election held in accordance with §20516 is not successful, employee contribution of 1.5% will be made to the employer's contribution account. Due to the fluctuating nature of CalPERS investments and funding, the parties agree to renegotiate this provision in good faith prior to agreement upon a successor to this contract.

ARTICLE 9 DEFERRED COMPENSATION

The Employees represented under this MOU may elect to contribute to a 457 Deferred Compensation program.

ARTICLE 10 HEALTH SAVINGS ACCOUNTS

The CITY agrees to work with the UNION to implement a method to allow employees to self-fund health expenses after retirement. The following funding mechanism will be implemented upon the delivery of signed plan documents with Mission Square (formerly ICMA-RC). The CITY and UNION mutually agree to work collaboratively, effective no later than June 30, 2022, to explore the requirements and steps to establish a Retirement Health Savings Account (RHSA).

- A. The City will pay the startup costs associated with the creation of a Retirement Health Savings Account with ICMA-RC.

- B. The City will direct a percentage of the member employee's salary into the Retirement Health Savings Account. The percentage contributed will be determined in a subsequent side letter.
- C. Upon separation from service with the City an employee's Annual Leave and CTO balances will be converted to cash on a dollar for dollar basis and deposited into an employee's account.
- D. The Retirement Health Savings Account's administrative costs will be paid by the participants in the plan.

ARTICLE 11 CAFETERIA BENEFIT PLAN

- A. The CITY shall provide and pay premiums for \$25,000 of group term life insurance for each employee in the unit.
- B. The CITY shall provide and pay premiums for a Short Term and a Long Term Disability Program.
- C. The CITY and the UNION mutually agree to continue with the CITY's Cafeteria Benefit Plan. The cafeteria benefit plan makes available a variety of options including: alternate health insurance plans, dental and vision plans, option to purchase additional life insurance coverage for employee and spouse, and option to purchase additional Long Term Disability benefit.
- D. Pursuant to Government Code §22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA), the contribution amount for retired employees participating in CalPERS health plans shall be \$143.00 per month for calendar year 2021. In addition to that amount, the City shall provide to *active employees* a cafeteria plan. Options available under the program shall be set forth in the Annual Open Enrollment and Cafeteria Benefit Plan memorandum from the Director of Administrative Services. Persons hired during the year shall receive a proportionate allowance. For calendar year 2022, the City agrees to provide AFSCME employees a cafeteria plan benefit allotment equal to the amount provided to self-represented employees.
- E. Any insurance coverage selected which costs more than the Annual Benefit Allotment provided by the CITY will be paid for by the employee. At the discretion of the employee, payment shall be accomplished either through deduction withheld from the employee's bi-weekly paycheck or as a lump-sum deduction from gross salary prior to tax withholding.
- F. To the extent that Congress enacts tax reform legislation, which impacts the Cafeteria Plan, the CITY and UNION agree to meet and confer on the implementation of any mandatory changes.
- G. Nothing herein shall prevent the CITY and the UNION from mutually agreeing to the provision for different health insurance benefits to employees covered by this MOU, during the term of the MOU, so long as the benefit levels remain approximately equal.
- H. The CITY reserves the right at any time during the term of this MOU to change its

insurance carriers. In the event such a change materially affects coverage or benefits, the CITY agrees to meet and confer in advance of such change, provided, however, that if such a change results in comparable coverage and benefits, no obligation to meet and confer shall arise hereunder.

- I. In anticipation of changes brought about by the Affordable Care Act and particularly by the anticipated Cadillac Tax expected in 2018, the City is evaluating alternative methods for delivering health benefits to its employees. Nothing herein shall prevent the City and the Union from mutually agreeing to the provision for different health insurance benefits to employees covered by this MOU, during the term of this MOU, so long as the benefit levels remain approximately equal.

ARTICLE 12 EMPLOYEE ASSISTANCE PROGRAM

The UNION and the CITY agree that an Employee Assistance Program (EAP) can be of mutual benefit to the CITY and employees. Employees represented under this MOU have access to a City provided EAP program.

ARTICLE 13 TUITION REIMBURSEMENT

Employees represented by AFSCME are eligible to receive \$1,000 tuition reimbursement per year for both college classes leading to a degree and non-graded classes or short-term seminars that benefit the employee in the performance of City work upon written verification of satisfactory course work completion, per Administrative Procedure 131. Reimbursement may be requested, up to the annual maximum as specified in the approved salary resolution, for any eligible unreimbursed expenses incurred on or after February 1, 2000.

ARTICLE 14 ANNUAL LEAVE

- A. Annual leave shall be earned under a program which replaced vacation and sick leave. The provisions of annual leave are set forth in Rule VI, Section 15, of the Civil Service Rules. The accrual rate for annual leave shall be:

Equivalent Years of Service	Equivalent Bi-weekly Accrual	Hours Per Year	Eight (8) Hour Days Per Year
Hire – 5	5.54	144	18
6 – 10	7.38	192	24
11 – 19	8.31	216	27
20 and over	8.92	232	29

- B. The following shall apply to requests for the use of annual leave for vacation or other non-emergency leave, but shall not apply to use of annual leave for emergency sick, family emergency or bereavement leave: Use of annual leave for personal vacation shall require submission of a request for leave with the following schedule:

<u>Length of Leave</u>	<u>Advance Request Time</u>
More than one work day	7 calendar days
One day or less than one work day	4 calendar days

- C. Requests turned in to the immediate supervisor prior to 1:00 p.m., the day of the request submittal shall count toward one of the calendars days required for the Advance Request. All requests turned in after 1:00 p.m., the day of submittal shall not count toward one of the calendar days required for the Advance Request. The advanced request time does not preclude the approval of requests submitted with less notice under unusual circumstances provided that operational needs are met.

Approval or denial of requests will continue to take department operations into consideration. Requests will be approved except where operational needs require otherwise. Requests, whether meeting the advance notification or not, may be denied if in conflict with department operations. Determination of conflict with operations shall be made by the Supervisor and/or Director.

- D. Employees covered by this MOU may convert up to forty (40) hours of annual leave to cash each fiscal year.
- E. In the event that the parties agree during this current MOU, which is set to expire on June 30, 2022, that this Article does not comply with California law, the parties agree to a limited reopener to discuss revisions to this Article.
- F. Special One-Time Leave

AFSCME employees shall receive 16 hours of special one-time leave. This leave will be available for use beginning the first full pay period after the fully executed successor contract for FY 2021-2022 and must be used or converted to cash by June 30, 2022. Balances of this special leave not used or cashed by June 30, 2022, will be forfeited. Eligible employees hired after July 1, 2021, will receive a pro-rated credit. Employees can convert this leave to cash at any time during the fiscal year.

ARTICLE 15 HOLIDAYS

The City recognizes eleven (11) fixed paid holidays per year. They are:

- New Year's Day
- Martin Luther King, Jr. Day (3rd Monday - January)
- Presidents' Day (3rd Monday - February)
- Memorial Day (Last Monday - May)
- Independence Day (July 4)
- Labor Day (1st Monday - September)
- Columbus Day (2nd Monday - October)
- Veterans' Day (November 11)
- Thanksgiving Day (4th Thursday - November)
- Day following Thanksgiving
- Christmas Day

In addition, the City provides two eight-hour floating holidays in lieu of Lincoln's Birthday and Cesar Chavez Day. The use of this floating holiday time will be governed by Civil Service Rule VI, Section 3. The CITY will work to honor specific employee requests to observe the actual Cesar Chavez holiday as a day off.

ARTICLE 16 BEREAVEMENT LEAVE

- A. An employee may use up to twenty-four (24) hours of bereavement leave if he/she is required to be absent from duty due to the death of a member of the employee’s immediate family, without loss of base pay or deductions from other leave balances.
- B. Additional leave of up to two (2) days, utilizing the employee’s leave balances, may be authorized by the Department Director or designee.
- C. The “immediate family” shall be defined as: spouse, child, parent, sibling, grandparent; the aforementioned either natural, legally adopted, step or in-law, or any person over which the employee acts as legal guardian; or similar relationships as determined by the City Manager or designee.
- D. The employee may be required to submit proof of the relative’s death, such as an obituary or funeral program.
- E. The employee shall provide as much notice to his/her supervisor of the necessity to use this leave as is reasonable under the circumstances.
- F. The employee’s use of bereavement leave in full compliance with this provision shall not be reflected his/her performance evaluation nor shall it result in discipline.

ARTICLE 17 COURT LEAVE

An employee, other than one paid on an hourly or daily basis, who is required to serve as a juror, or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of his/her required attendance to the appointing authority and the Personnel Officer. The employee shall receive full pay for the time he/she serves on court duty. Request for such leave shall be made upon leave forms. The provision shall not include persons who serve in the capacity as a paid professional or paid expert witness. Use of such leave shall not be deducted from an employee's annual leave bank.

ARTICLE 18 MILITARY LEAVE

CITY officers or employees who are also members of the armed services or militia or organized reserves of this state or nation, shall be entitled to the leaves of absence and the employment rights and privileges required by the Military and Veterans Code of the State of California and any applicable Federal Laws.

ARTICLE 19 WORK SCHEDULES

- A. Except in emergencies, all employees covered under this MOU shall receive at least five working days written notice prior to any directed change in his/her work schedule. An extended or permanent change to an employee's work schedule, defined as a change to the employee's regular work schedule lasting longer than ten business days, shall require notice to the UNION and an opportunity for the parties to meet and confer over impacts. The City and the Union agree that the meet and confer process over a shift change will not impede on the City’s ability to accomplish the operational requirements of a project, which may include contractual or legal obligations.

- B. Any employee whose shift is changed from a daytime shift to a nighttime shift, or vice versa, shall be entitled to "shift differential pay" of five dollars (\$5.00) per hour for all hours worked. For the purposes of this Article, a "daytime" or "nighttime" shift shall be determined by whether the employee's scheduled shift takes place between 6 am and 6 pm, or 6 pm and 6 am. A shift taking place between 6 am and 6 pm is a daytime shift. A shift which takes place during 6 pm and 6 am is a nighttime shift. For shifts which overlap both of these time frames, shift differential will only be paid when the majority of hours worked occur outside the 6am to 6pm time frame.
- C. During the duration of this MOU, the City's Public Services Department may assign (a) up to two Maintenance Worker I/II employees hired on or after May 15, 2008, and (b) one Maintenance Worker III to regular work schedules that include Saturdays and/or Sundays. Regular weekend schedules will be assigned either (a) on the basis on seniority, starting with the least senior employee in the classification, or (b) voluntarily if/when a Maintenance Worker volunteers to work a weekend schedule and with the Public Services Department Director's approval. For the purposes of weekend scheduling, a Maintenance Worker and Maintenance Worker II are considered the same classification. If operational needs require that additional staff be assigned to a regular weekend work schedule, the City will meet and confer with AFSCME to discuss the impacts of the proposed schedule.
- D. The CITY and the UNION acknowledge the implementation of the 9/80 work schedule for employees in the Public Services Department. The CITY will review, and, if feasible, implement a 9/80 work schedule proposal from the UNION for the Golf Course Operations Department.
- E. An employee may be eligible for a scheduled start time of 0630. This determination will be made by the City. The employee must obtain written authorization from their supervisor on a form to be provided by the City. In its sole discretion, the Department may restore an employee's scheduled start time to 0700, if the Department determines that the change of schedule has a negative impact to the operations of the Department.

ARTICLE 20 MEAL BREAKS AND REST PERIODS

- A. It is understood that the meal period is one-half hour (30 minutes) in duration, is unpaid and shall be provided midway in the employee's work day to any employee who works for at least 5 hours in a work day. It is understood that employees are entitled to two 15- minute, paid, duty-free breaks per 8 or 9 hour day. Lunch and rest periods may not be saved, accumulated, or applied toward compensation in any way. The parties recognize the past practice of combining the afternoon rest period with the lunch period and will continue to allow employees the option to combine the afternoon rest period with their lunch break.
- B. If an employee's work day extends beyond 12 hours when the normally scheduled work shift is either 8 or 9 hours, the employee will be eligible for an additional lunch and rest period for each 8 hours worked in a shift (i.e. for 12 hours of work there are two meal periods and three breaks; after 16 hours of work there will be three meal periods and four breaks). The extra meal break(s) and rest period(s) may not be combined.
- C. Per Department of Transportation standards, after an employee has been driving for 12

hours or has been on duty for 16 hours, he/she cannot drive until he/she has had a 10 hour rest break between work shifts. An employee who works 16 or more hours during a 24 hour period as a result of overtime or callback over time will be required to take a 10 hour rest break. If any portion of the required rest period extends into the employee's normal work shift, then the City will pay hour for hour up to a maximum of nine hours, that portion of the rest period extending into the employee's normal next day work shift.

- D. When employees are required to work extended overtime hours during normal sleep/rest periods, but the resulting work during the 24 hour period does not exceed the 16 hour amount described in the previous paragraph, the employee will have the option of taking leave time or time off without pay from the following day's regular shift for rest. Such leave shall be considered compliant with Article 14 leave request provisions.

ARTICLE 21 VACANCIES AND PROMOTIONS

The CITY will seriously consider promotions from within the organization if qualified personnel are available from the existing workforce. This shall in no way limit the CITY's right to solicit qualified applicants from outside of the CITY, if it is deemed by the CITY to be in its best interest to do so.

ARTICLE 22 MAINTENANCE WORKER TRAINEE PROGRAM

- A. **Classification:** Candidates hired in the Maintenance Worker Trainee Program will be hired at the Maintenance Worker I (MW I) level.
- B. **Hiring Step:** Candidates may be hired above "A" Step if they have exceptional skills required by the class specifications, subject to approval by the Department Director and the Director of Administrative Services.
- C. **Permanent Status:** Candidates must successfully complete all of the items on the "check list" within the 24 month probationary period in order to be promoted to Maintenance Worker II (MW II). As with all probationary periods, this may be extended for an additional six months at the discretion of the Department Director. Upon successful completion of the items on the department's check list, the candidate will become a permanent employee and will be promoted to MW II. Failure to successfully pass the probationary period will result in the termination of the employee.
- D. **Early Promotion:** Candidates may be promoted to MW II prior to 24 months if they successfully complete all of the tasks on the department's "check list". However, all employees hired on the Maintenance Worker Trainee program must serve a probationary period for no less than 12 months.
- E. **Opportunity:** The City will make all reasonable efforts to provide candidates (a) an opportunity to complete all of the items on the checklist within 24 months and (b) an equal opportunity to complete the checklist through training, operation of various types of equipment, and on the job experience.
- F. **Interdepartmental Transfer:** If a candidate has been promoted to MW II and seeks a lateral interdepartmental transfer to the same classification, he/she will not be required to

complete the check list of the new department.

- G. **Check Lists**: At the time of hire, the trainee will be assigned a checklist for his/her assigned division to be completed during the two year period. The checklist for that employee will not change during his/her trainee period unless the employee transfers to a different division. The established checklists may be adjusted from time to time based upon Department needs. However, any revisions will only apply to trainees hired after the effective date of the revision.
- H. **Applicability of Civil Service Rules**: To the extent that the Civil Service Rules of the City of Coronado are not directly contradicted by the provisions of this article, they shall remain in full force and effect.

ARTICLE 23 MAINTENANCE WORKER SERIES

The City of Coronado agrees to review the existing Maintenance Worker classification series to delineate duties associated within the various areas of assignment within the classification.

ARTICLE 24 DOCUMENTATION OF CHIPPER OPERATOR EXPERIENCE

The daily work activity card for the chipper operator shall reflect that time spent performing activity which could be helpful in qualifying for future promotion to Tree Trimmer.

ARTICLE 25 WORK CLOTHING

- A. Employees covered by the MOU will be required to wear and maintain in presentable fashion CITY provided work clothes consisting of work shirts and pants.
1. **Golf**: All employees in the Golf Course Operations Department covered by this MOU shall utilize the selected uniform vendor service.
 2. **Public Services**: Each Public Services Department member shall elect one of the following options:
 - (a) *Full uniform service*: The employee's uniform is provided by an outside uniform service vendor (OUV). The employee will have sufficient uniforms such that while one week's supply is being laundered, he/she has a second week's worth of uniforms on hand. Typically, this is equivalent to 9 to 11 sets of uniforms (shirts, pants, shorts).
 - (b) *Partial vendor service*: Under this option, the employee receives any combination of 11 sets of uniform provided by the OUV or purchased separately through the Department. A "set" is defined as shirt/pants or shirt/shorts combination.
 - (c) *Non-uniform vendor work clothing*: Under this option, the employee elects that all of his uniforms are purchased through the Department. The employee will receive nine "sets" of work clothing as described in subdivision(b), above.
 3. Represented employees working in Departments other than Public Services or Golf will continue to have work clothing provided pursuant to current practice.

- B. Public Services Department employees wishing to change from one option to another must notify the Department by January 31 to effectuate a change for the *subsequent* fiscal year.
- C. During August of each year, all employees in the Public Services Department covered by this MOU and who choose options A.2. (b) or A.2. (c) above may submit to the department director or his/her designee any items of clothing that they believe are no longer serviceable. The director or his/her designee shall determine whether the item is no longer serviceable and should be replaced. The replacement clothing will be ordered as soon as reasonably possible at the conclusion of the August review period.
- D. For Public Services Department employees electing options A.2. (b) and A.2. (c) above: If such work clothes or uniforms are unserviceable, through no fault of the employee, while the employee is conducting CITY business, the department shall replace said work clothes with a serviceable replacement that will be ordered as soon as reasonably possible at the conclusion of the August review period. Determination of serviceability shall be a right retained by the department.
- E. If an employee who is authorized to wear short pants incurs an injury that could have been prevented by wearing long pants, the department director reserves the right to require that employee to wear long pants in the future.
- Employees are responsible for items (clothing, safety gear, etc.) issued by the CITY for use by the employee in performing CITY work. Any such items that are lost or damaged outside of the work environment or through negligence or improper use by the employee must be replaced by the employee to the specifications required by the department. Employees are required to have at work, produce upon request and use such items that are provided by the CITY.
- F. A Uniform Advisory Committee, two individuals appointed by the Director of Public Services and two chosen by the UNION, shall make recommendations to the Director to ensure clean, pressed uniforms, including shorts and polo shirts, are provided within the existing budget. The department would maintain a reasonable stock of uniforms.
- G. Work Shoes
1. Each covered employee shall be entitled to replacement of his/her work shoes whenever they become unserviceable. This determination shall be made by the Department Director or his/her designee.
 2. The maximum amount available for any one pair of shoes shall be \$175 unless pre-approval is received from the Department Director based upon job requirements and determination that the employee cannot obtain adequate footwear under \$175. Under no circumstances shall the amount exceed \$200.
 3. The City and AFSCME shall jointly develop and implement a work shoe credit program with a local vendor.
 4. Work shoes shall be considered an item of work clothing and part of their personal protective equipment.
 5. Work shoes shall meet safety footwear requirements for an employee's specific work assignment.
 6. Specialty work shoes for the Tree Trimmer to be provided by the department if determined to be necessary by the Director.
- H. The parties agree to meet and discuss the uniform requirements for employees assigned to Wastewater or Storm Water and will begin discussions by September 30, 2018.

ARTICLE 26**CALIFORNIA DRIVER'S LICENSE REIMBURSEMENT**

The City shall reimburse employees for the incremental costs, over and above a Class C California Drivers License, associated with obtaining a Class A or B California Driver's License and appropriate endorsements or classes, if such license is required or deemed desirable by the City. Employees shall be able to be reimbursed from their tuition reimbursement account (See Article 13) for the costs associated with any training, testing, or incremental license fee for a Class A or B License.

ARTICLE 27**STEWARDS**

- A. The employees represented by this MOU may designate Stewards to represent them in their general dealings with Management. A maximum of three Stewards shall be designated for this purpose, at least one of whom shall be from the Public Services Department and one of whom shall be from the Golf Course Operations Department. When acting as a Steward, a so designated employee shall complete his affairs in an expeditious manner.
- B. The employees represented under this Memorandum of Understanding will designate as Stewards only employees assigned in a full-time permanent position for the City of Coronado. In addition, the designation of Steward shall be made only to an employee who is covered under this Memorandum of Understanding.
- C. When requested by an employee who has a grievance, the Steward, with permission of his or her Supervisor, may assist that employee in the investigation, preparation and presentation of the grievance. Upon notification of the immediate Supervisor, the Steward may be allowed reasonable time off without loss of time or pay to attend these duties. Such time off will be granted upon mutual agreement between the Supervisor and the Steward. Such permission shall not be unreasonably withheld.
- D. The member designated as Coronado's Executive Board representative may be released to attend AFSCME Local 127 Executive Board meetings by requesting leave in accordance with Article 14. Union stewards will be allowed to attend trainings and executive board members to attend executive board meetings utilizing unpaid time off or their paid leave banks and subject to normal time off approval processes.

ARTICLE 28**UNION ACCESS TO WORK LOCATIONS**

Authorized UNION representatives, and the President of the UNION, shall be granted access to work locations in which employees covered under this MOU are employed for the purpose of conducting grievance investigations and observing working conditions. Authorized UNION representatives desiring such access to such work locations shall first inform the appropriate Department Director or his designee of the purpose of the visit. Representatives have the right to meet with the employee(s) during rest or lunch breaks. The UNION representative shall not interfere with the operations of the department during a visit. Meetings with employees during working hours must first be approved by the Department Director or his designee. Permission for access, upon reporting to the Department Director or his designee, shall not be unreasonably withheld.

ARTICLE 29 BULLETIN BOARDS

The CITY agrees to furnish a bulletin board at Public Services and the Golf Course to be used exclusively by the employees. Employees shall not be limited as to the type of material posted so long as it is neither vulgar, offensive, nor illegal. UNION representatives shall have access to such bulletin boards. Employees shall be responsible for maintaining said bulletin boards.

ARTICLE 30 UNION DUES AND SECURITY

The CITY will provide to the UNION a list of the classifications represented by AFSCME, the number of people in those classifications and their names. The CITY agrees to implement a process for changing UNION dues deductions based upon notification from UNION that dues have been changed by a majority vote process. The City recognizes the Union as an agency shop pursuant to Government Code Section 3502.5.

ARTICLE 31 COMMUNICATIONS BETWEEN UNION AND MANAGEMENT

- A. The CITY recognizes the necessity for good communications among the employees represented by the UNION and the various levels of management. Non-grievance requests, identification of problems and recommendations from an employee are entitled to final response from the appropriate level of authority, within a reasonable time from submission. Such input can be written or oral and shall be submitted to the immediate supervisor for processing.
- B. A determination of reasonableness of the response time requires an analysis of the content of the written input initially submitted. An employee who submits a written request shall be allowed a written response from the appropriate level of authority. A response to oral input shall be conclusively presumed to have been made in a reasonable time.
- C. The Director of Public Services agrees to meet quarterly with the designated shop steward of Local 127 and one additional individual to discuss items that have been submitted but are unresolved.
- D. The Director of Golf Course Operations agrees to meet quarterly with the designated shop steward of the Golf Course Operations to discuss problems or areas of concern.
- E. In relation to the quarterly meetings, coordination between the Golf Course representative and any representative from Public Services shall be a UNION responsibility and shall not be undertaken at the expense of the CITY.

ARTICLE 32 DEPARTMENT WORK RULES

The CITY shall continue to make reasonable efforts to acquaint employees with work rules. The CITY will continue to apply work rules uniformly. Department work rules, once established, shall be posted on the bulletin boards five days prior to their effective date, except in emergency situations or situations requiring immediate action.

ARTICLE 33**APPEAL OF AN EMPLOYEE EVALUATION**

- A. Every employee receives regular performance evaluations, which are generally prepared and delivered by the employee's supervisor ("Rater"). Upon receipt of a performance evaluation, an employee may appeal the results of that performance evaluation within five (5) calendar days following the delivery of the evaluation. The evaluation shall be appealed through the chain of command within the employee's Department, with the appeal being heard initially by the Rater's supervisor and continuing through the chain of command, if necessary, terminating with the Department Director. There shall be no appeal beyond the Department Director. The parties to this MOU agree that this provision may be included in the Civil Service Rules, if necessary.
- B. The parties agree to begin side letter discussions regarding the possibility of creating a more specific and defined program for employee work performance evaluation. Side letter negotiations will begin no later than October 31, 2018 and must be resolved by June 30, 2019.

ARTICLE 34**GRIEVANCE PROCEDURE****A. REVIEWABLE AND NON-REVIEWABLE GRIEVANCES**

1. A grievance is any dispute concerning the interpretation or application of this MOU, the City's Civil Service Rules, or of other rules or regulations governing personnel practices or working conditions or of the practical consequences of a City rights decision on wages, hours and other terms and conditions of employment.
2. To be reviewable under this procedure, a grievance must:
 - a) Concern matters or incidents that have occurred.
 - b) Result from an act or omission by management regarding working conditions or other aspects of employer/employee relations over which the Director of the Department has control.
 - c) Arise out of a specific situation, act or acts complained of as being unfair which result in inequity or damage to employee.
 - d) Specify the relief sought, which relief must be within the power of the Director of the Department to grant in whole or in part.
3. A grievance is not reviewable under this procedure if it is a matter which would require the modification of a policy established by the City Council or by law, or it is reviewable under some other administrative procedure and/or rules of the Civil Service Commission such as:
 - a) Applications for changes in job title, job classification or salary;
 - b) Appeals from formal disciplinary proceedings;
 - c) Appeals arising out of Civil Service examinations;
 - d) Appeals from work performance evaluations.

B. SPECIAL PROVISIONS OF THE GRIEVANCE PROCEDURE

1. **Procedure for Presentation:** In presenting a grievance, the Employee shall follow the sequence and the procedure outlined in Section C of this Grievance Procedure.
2. **Prompt Presentation:** The Employee shall discuss the grievance with the employee's immediate supervisor promptly after the act or omission of management causing the grievance. The requirement that the employee discuss the matter with his/her immediate supervisor may be waived by the Department Director.
3. **Statement of Grievance:** The grievance shall contain a statement of:
 - a) The specific situation, act or acts complained of as being unfair;
 - b) The inequity or damage suffered by the employee; and
 - c) The relief sought.
4. **Employee Representation:** The employee may choose someone to represent the employee at any step in the procedure. No person hearing a grievance need recognize more than one (1) representative for any employee at any one time, unless the person hearing the grievance so desires.
5. **Handled During Work Hours:** Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.
6. **Extension or Reduction of Time:** The time limits within which action must be taken or a decision made as specified in this procedure may be extended or reduced by mutual written consent of the parties involved.
7. **Consolidation of Grievances:** If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances shall be handled as a single grievance, unless the Department Director agrees to hear them separately.
8. **Settlement:** Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed time.
9. **Reprisal:** The grievance procedure is intended to assure a grieving employee the right to present the employee's grievance without fear of disciplinary action or reprisal by the employee's supervisor, superior or department head, provided that the employee observes the provisions of this Grievance Procedure.

C. GRIEVANCE PROCEDURE STEPS

The following procedure shall be followed by an employee submitting a grievance pursuant to the terms of this Article:

1. **Discussion with Supervisor:** The employee shall informally discuss the employee's grievance with the employee's immediate supervisor. Within ten working days, the supervisor shall verbally give the supervisor's decision to the employee.

2. **Written Grievance to Superior:** If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the ten working days' limit, the employee may within ten working days present the employee's written grievance to the employee's supervisor, who shall endorse the supervisor's comments thereon and present the written grievance to the supervisor's superior within ten working days. The superior shall hear the grievance and give the superior's written decision to the employee within ten working days after receiving the grievance.
3. **Grievance to Department Director:** If the employee and superior cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the ten working days' limit, the employee may within ten working days present the employee's written grievance to the employee's Department Director. The Department Director shall hear the grievance and give the Department Director's written decision to the employee within ten working days after receiving the grievance.
4. **Failure to Reach Agreement:** If the employee and Department Director cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the ten working days' limit, the employee may, within ten working days present the employee's written grievance to the City Manager. The City Manager shall, within ten (10) working days after receipt of the grievance, hear the grievance and render a written decision.
5. **Grievance to Civil Service Commission:** If the employee is not satisfied with the decision or recommendation of the City Manager, the employee may, within ten (10) working days, appeal, in writing, to the Civil Service Commission. The Commission shall within thirty (30) days after receipt of the appeal, hear the appeal and render a final decision.

ARTICLE 35	CIVIL SERVICE RULES
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The Civil Service Rules as existing on the date of the execution of this agreement, are now in force, agreed upon, and shall become, by reference, part of this MOU. In addition, those clarifications to the Civil Service Rules and Administrative Procedures Manual, as proposed by the CITY and attached to past Memorandum of Understanding, have been incorporated. It is agreed that in any instance where there is a conflict between material covered in this MOU and the Civil Service Rules, this MOU shall take precedence.

ARTICLE 36	EMPLOYEE SAFETY
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- A. The CITY shall continue its current policy to apprise employees of all OSHA, CAL-OSHA, and all other Federal and State practices and procedures it expects employees to follow.
- B. Each Department will maintain on site appropriate Material Safety Data Sheets (MSDS). In addition, the respective department, with the assistance of that department's shop steward, will assist an employee to ascertain like information regarding any substance which the employee reasonably feels poses a health threat to him/her.

- C. The CITY shall abide by all OSHA, CAL-OSHA and all other applicable Federal and State codes relating to employee on the job safety.
- D. No employee will be disciplined for reasonably refusing to perform an unsafe act or job.
- E. In conformance with the City of Coronado Hepatitis B Exposure Control Plan, the CITY shall provide, at CITY expense, Hepatitis B inoculations to all bargaining unit members.

ARTICLE 37 POLICY ADDRESSING OMNIBUS TRANSPORTATION TESTING ACT OF 1991

On July 1, 2006, the CITY created and implemented a written policy, entitled Controlled Substance and Alcohol Misuse Policy and Procedures, to address the requirements of the Omnibus Transportation Testing Act of 1991. The provisions of the Omnibus Transportation Testing Act of 1991 and policy are applicable to positions represented by the UNION.

ARTICLE 38 DRUG FREE WORKPLACE STATEMENT

- A. The CITY adopted a Drug Free Workplace Policy in compliance with the Drug Free Workplace Act of 1988, which applies to all City employees.
- B. The CITY’s Civil Service Rules allow for a Last Chance Agreement as a type of disciplinary actions available under Civil Service Rule VIII, Section 1 (f).

ARTICLE 39 NON-DISCRIMINATION

It is agreed that neither the CITY nor the UNION shall discriminate against any employee because of race, national origin, age, sex, religion disability, medical condition, political affiliations or opinions, sexual orientation, or UNION membership or lawful UNION activity or for any other unlawful reasons. Further, no employee will be discriminated against because of exercising his/her rights specified in the Employer-Employee Relations Policies of the CITY, rights specified in this MOU and rights granted by the laws of the State of California or the United States.

ARTICLE 40 NEW EMPLOYEE ORIENTATION

- A. The CITY has an online new employee orientation process, but agrees to provide 45 minutes for the UNION to meet with new members of the bargaining unit after a new employee’s benefit orientation. The city agrees to provide notice to the UNION of a new employee orientation session at least five business days prior to the session.
- B. The CITY agrees to provide the UNION with an electronic copy of the name, job title, department, work location, personal phone number, personal email address, and home address of any new employees within 30 days of hire. In addition, the CITY agrees to provide this information to the UNION every 120 days.
- C. The CITY agrees to release one (1) Steward to attend the Union Orientation sessions for new hires.

ARTICLE 41 CITY RIGHTS CLAUSE

- A. The purpose of the City Rights Clause is to confirm the existing rights and responsibilities of the City as provided by law. This is to enable the City to organize and manage services to the community as determined by the City.
- B. The CITY does not intend to interfere with any right of the UNION to meet and confer pursuant to the Meyers-Millias-Brown Act, Government Code Sections 3500, et seq. The CITY agrees to continue to meet and confer on all subjects that are subject to meet and confer pursuant to the Meyers-Millias-Brown Act.
- C. Nothing in Section D is intended to abrogate or to conflict with the Civil Service Rules as approved by the Civil Service Commission and adopted by the City Council.
- D. The CITY reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law, to manage the CITY, as such rights existed prior to the execution of the MOU. The sole and exclusive rights of Management, as they are not abridged by this agreement or by law, shall include, but not be limited to, the following rights:
 - 1. To manage the CITY generally and to determine the issues of policy.
 - 2. To determine the existence or non-existence of facts which are the basis of the Management decision.
 - 3. To determine the necessity or organization of any service or activity conducted by the CITY and expand or diminish services.
 - 4. To determine the nature, manner, means, and technology, and the extent of services to be provided to the public.
 - 5. Methods of financing.
 - 6. Types of equipment or technology to be used.
 - 7. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the CITY operations are to be conducted.
 - 8. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all CITY functions.
 - 9. To assign work to and schedule employees in accordance with requirements as determined by the CITY, and to establish and change work schedules and assignments.
 - 10. To relieve employees from duties for lack of work or other legal non-disciplinary reasons.
 - 11. To establish and modify productivity and performance programs and standards.
 - 12. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in CITY disciplinary procedures.
 - 13. To determine job classifications and to reclassify employees.
 - 14. To hire, transfer, promote, and demote employees for legal non-disciplinary reasons in accordance with this MOU.
 - 15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
 - 16. To establish employee performance standards including but not limited to quality and quantity standards; and to require compliance therewith.

17. To maintain order and efficiency in its facilities and operations.
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the CITY, which are not in contravention with this MOU.
19. To take any and all necessary action to carry out the mission of the CITY in emergencies.

ARTICLE 42 EMPLOYEE RIGHTS CLAUSE

The CITY acknowledges the following employee rights:

- A. To receive a copy of this Memorandum of Understanding.
- B. That the CITY recognizes State and Federal laws that forbid harassment or discrimination based on sex, sexual orientation, race, religious creed, national origin, ancestry, physical handicap, mental condition, marital status or age.
- C. To not be subject to searches or seizures of employee personal possessions without just cause, employee knowledge and UNION representation if requested. Personal possessions shall be described as privately owned vehicles, purses, briefcases, lunch boxes, and their person.
- D. To file a grievance free from harassment or retaliation.
- E. To have management commence disciplinary and corrective actions within a reasonable period of time.
- F. The CITY agrees to continue to provide free parking to employees.
- G. As available, the CITY agrees to provide access to employee purchase programs that may be offered through its service or equipment providers.
- H. The CITY agrees to review any submitted information from a represented employee to verify that the employee is properly classified.

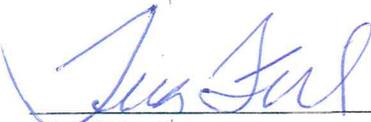
ARTICLE 43 CONCLUSION OF NEGOTIATIONS

- A. The parties acknowledge that during the negotiations which preceded this MOU each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of negotiations.
- B. The parties further acknowledge that the negotiations are now concluded and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the MOU and represent the entire agreement of the parties.

ARTICLE 44 SAVINGS CLAUSE

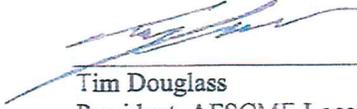
If any provision, section, subsection, sentence, clause or phrase of this MOU is for any reason held by a court of competent jurisdiction to be illegal or unconstitutional, the remaining portion of the MOU shall not be affected and shall remain in full force and effect. The parties agree to meet and confer on the effects of such a ruling on matters within the scope of negotiations.

For the City of Coronado:

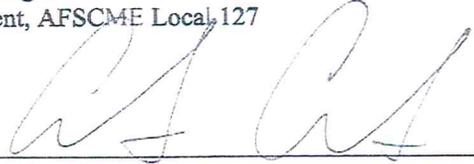


Tina Friend,
City Manager

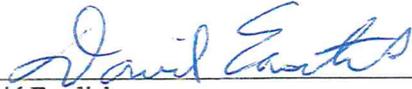
For the American Federation of State County
and Municipal Employees, Local 127:



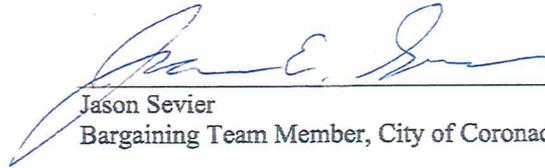
Tim Douglass
President, AFSCME Local 127



Andres Alva-Cardenas
Business Representative, AFSCME Local 127



David Eastlick
Bargaining Team Member, City of Coronado



Jason Sevier
Bargaining Team Member, City of Coronado