



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF UPLAND  
AND

THE UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION

*July 1, 2022 to June 30, 2023*

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF UPLAND  
AND  
THE UPLAND MID-MANAGEMENT EMPLOYEES' ASSOCIATION  
July 1, 2022 - JUNE 30, 2023**

**ARTICLE 1- PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter known as MOU) is made and entered into by and between the City of Upland (hereinafter referred to as CITY) and the Upland Mid-Management Employees Association (hereinafter referred to "UMMEA").

**ARTICLE 2 - RECOGNITION**

The City hereby formally recognizes the UMMEA as the representative for those employees in the Mid-Management Employees Unit.

Recognition is granted for the purpose of meeting and conferring on wages, hours, terms and conditions of employment and general representation of employees in this unit.

This MOU shall contain all of the covenants, stipulations, and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment, not covered in this MOU, are covered by existing ordinances, resolutions, policies and practices of the City, as well as the Merit System Rules and Regulations presently in effect.

**ARTICLE 3 - MANAGEMENT RIGHTS**

The rights of the CITY include, but are not limited to the exclusive right to:

- A. Determine the mission of its constituent departments, commissions and boards;
- B. Set standards of service;
- C. Determine the procedure and standards for employment and promotion;
- D. Direct its employees;
- E. Relieve its employees from duty because of lack of work or for other lawful reasons;
- F. Maintain efficiency of government operations;
- G. Determine the methods, means and personnel by which government operations are to be conducted;
- H. Determine the content of job classifications;
- I. Take all necessary actions to carry out its mission in emergencies;

- J. Exercise complete control and discretion over its organization and the technology of performing its work;
- K. To discharge, suspend, demote, reprimand, withhold salary increases or otherwise discipline employees for cause;
- L. To establish employee performance standards, including, but not limited to, quality and quantity standards and to require compliance.

There are no provisions in this MOU that shall be deemed to limit or curtail the City in exercising its rights, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights.

Where required by law, the City agrees, prior to implementation, to meet and confer with the UMMEA concerning the exercise of a City right upon wages, hours and terms and conditions of employment.

The City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency. Except where an emergency situation exists, at least 60 days before the City contracts out work in a general area, where such contracting out would result in the layoff of existing employees, the City will notify the UMMEA and offer the UMMEA an opportunity to meet and discuss the matter before the date any existing bargaining unit employee is laid off. Matters which may be discussed include the necessity for subcontracting, costs, alternatives, placement of affected employees with the contractor or elsewhere within the City.

**ARTICLE 4 - SALARIES**

- A. Effective the first full pay period following MOU ratification by UMMEA and Approval by the City Council the City shall issue:
  - a. all employees in this unit shall receive a four and one half percent (4.5%) COLA increase in base salary.

The salary schedule in Exhibit B of the City of Upland Compensation Plan and attached hereto as "Exhibit B."

A one-time lump sum Premium Payment to members of the Association in the amount of forty-five hundred dollars (\$4,500) per employee utilizing American Rescue Plan Act (ARPA) funding. The payment will be distributed on a special payroll as soon as practical after ratification of the MOU by UMMEA and the City Council. The parties agree that the one-time distribution shall not be pensionable.

These payments will be pro-rated based on the number of months employees have been employed with the City during April 1, 2020, through March 31, 2021. An employee who was hired after the 15<sup>th</sup> of the month will not receive credit for working that month for purposes of calculating the pro-rated lump sum payment.

- For Example, an employee hired on May 16, 2020, will receive a payment of \$3,750 (10 months times \$375).

Employees who have been on an unpaid leave of absence during this time will also have their lump sum payment pro-rated based on the period of unpaid leave of absence.

## **ARTICLE 5 - RETIREMENT BENEFITS**

### **Pension Reform Act of 2013:**

The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) went into effect on January 1, 2013. In addition, if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which, by law automatically goes into effect, it shall do so. Either party may request to negotiate over the impact of such subsequent legislation.

### **A. PEPRA Members:**

Pursuant to the Act, for "new members" herein referred to as PEPRA (Public Employees' Pension Reform Act) members (as defined by the Act) who are employees hired after January 1, 2013, they will be hired pursuant to the 2% @ 62 retirement formula.

For PEPRA members (as defined by the Act) who are employees hired after January 1, 2013, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement.

For PEPRA members (as defined by the Act) hired after January 1, 2013, the employee shall pay the higher of the classic member contribution or one half of the total normal cost rate as defined by the Act as their employee retirement contribution.

### **B. Classic Employees - two groups:**

- 1) Classic Employees hired on or before December 31, 2019, in the Mid-Management Employees unit are provided with membership in the California Public Employees Retirement System (CalPERS), 2.5%@ 55 retirement formula. The employee will pay the eight percent (8%) CalPERS employee/member contribution. Classic Employees hired after January 1, 2020, shall cost share with the City by contributing 1.4% of CalPERS employer contribution in addition to the 8% employee/member contribution.

The City contracts with CalPERS for the Single Highest Year Option and the 1959 Survivor Benefit, 3<sup>rd</sup> level. There is an employee cost of \$2.00 per month for the 1959 Survivor Benefit.





The provisions of this article above shall only apply to bargaining unit members hired on or before December 31, 2015. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance within 120 days from separation.

**ARTICLE 8-RETIREE HEALTH SAVINGS ACCOUNTS**

Retirement Health Savings (RHS) accounts will be established through ICMA which will be payable to the employee only upon service or disability retirement with the City of Upland. City contributions to the RHS accounts will be based upon years of service in accordance with the following schedule:

<b>Years of Service</b>	<b>Monthly City Contribution</b>	<b>Yearly City Contribution</b>
5 to 9.99	\$12.50	\$150.00
10 to 14.99	\$25.00	\$300.00
15 to 19.99	\$50.00	\$600.00
20 to 24.99	\$75.00	\$900.00
25+	\$100.00	\$1,200.00

**ARTICLE 9- LIFE INSURANCE**

The City provides employees in this unit with group life insurance in an amount equal to one times (1x) their annual salary.

**ARTICLE 10- LONG TERM DISABILITY INSURANCE**

The City assumes the full premium cost for the employee in the City designated long-term disability program. This benefit will pay 66 2/3% of base salary to a maximum of \$5000 per month after 60 days (or use of all sick leave, whichever is later) to qualified members of this unit.

**ARTICLE 11 - DEFERRED COMPENSATION**

The City contributes seven percent (7%) of base monthly salary to the City's deferred compensation plan on behalf of each employee in the unit. This amount may also be used toward the employee's cafeteria options as defined in Article 7, Health Insurance - Cafeteria Plan.

**ARTICLE 12 – TUITION REIMBURSEMENT**

The City agrees to reimburse employees up to thirty-five hundred (\$3,500) per employee, per fiscal year, as long as funds are available, for costs for tuition and textbooks incurred for job-related education. Such expenditure must enhance the furtherance of the City's work or continuing educational goals.

Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis. Approval for reimbursement must be submitted first to the Department Head prior to the employee enrolling in the class or purchasing textbooks and related materials. Upon successful completion of the course(s), the employee must submit a request for reimbursement to Finance Division for processing.

Time spent toward educational, or area development shall not be considered as time actually worked and should not occur during regular work hours.

**ARTICLE 13-LONGEVITY PAY**

There are two categories of longevity pay.

- A. Longevity Meritorious Pay - Ten Years- Employees with ten (10) years or more of continuous service and who have achieved a minimum of "meets requirements" on the most recent performance evaluation will receive a two percent (2.0%) increase in base salary. An employee who is denied this increase due to the performance evaluation requirement, may follow the grievance procedures as described in this MOU (not credible for CalPERS retirement).
- B. Longevity Pay - Twenty Years - Employees with twenty (20) years or more of continuous service will receive a two- and one-half percent (2.5%) increase in base salary.

These two categories are not mutually exclusive so an employee who meets the requirements of both categories of longevity pay may earn both the 2.0% and the 2.5% concurrently.

**ARTICLE 14 - MERITORIOUS PAY**

It is recognized that certain employees will put forth extraordinary efforts and produce outstanding results for the City. It is desired to reward these individuals. An incentive pay method has been established to encourage all employees to utilize fully their capabilities on behalf of the City. Employees recommended by their department heads and approved by the City Manager may be granted a five percent (5%) increase in salary for a period of three (3) months, six (6) months, or one year. Department head recommendations will be submitted to the City Manager's Office for review and approval.

Payment of meritorious pay will be made in a lump sum on the first regularly scheduled payday after approval from the City Manager. Recommendations will contain supporting documentation justifying the reasons for the pay.

**ARTICLE 15- BILINGUAL PAY**

The City will provide compensation in the amount of one hundred dollars (\$100) per month to those employees in the unit who as part of their regular duties are required to provide fluency in a second language. The payment for bilingual compensation will be made biweekly in the amount of forty-six dollars and fifteen cents (\$46.15) for twenty-six (26) pay periods.

Employees must successfully complete a fluency examination administered by the Human Resources/Risk Management Office.

Bilingual pay will be for employees who speak Spanish or who speak any other language designated by the City Manager as critical to the functions of the City.

If it is determined by the employee's Department Head that the skill is no longer needed, the Department Head shall notify the Human Resources/Risk Management Office in writing to cease the compensation. The compensation will cease the date Human Resources/Risk Management Office receives notification from the Department Head.

**ARTICLE 16- PREVENTATIVE HEALTH BENEFIT**

Employees in the unit may be reimbursed up to \$225 annually for the purchase of items, classes, memberships or programs which contribute to physical fitness. This reimbursement shall be made in June of each year. Items which will be considered acceptable for reimbursement are defined in the City's policy on Preventive Health Benefits.

**ARTICLE 17- UNIFORM ALLOWANCE**

Police Dispatch Supervisor, Animal Services Supervisor, and Police Records Supervisor shall receive an allowance in the amount of \$300.00 per fiscal year after completion of twelve (12) months of employment. A uniform will be provided at time of appointment.

Effective July 1, 2022, the City agrees to pay the uniform allowance of eleven dollars and fifty-three cents (\$11.53) per pay period, which is equivalent to three hundred dollars per fiscal year. Such payment shall be prorated for employees not employed the full year.

The purpose of the allowance is to provide uniform cleaning or replacement expenses. Employees who are not required to wear a uniform as determined by the Department Head shall not be paid a uniform allowance.

For PERS Classic Safety employees, the City shall report the CalPERS the monetary value of uniforms in the amount of eleven dollars and fifty-three cents (\$11.53) per pay period.

The reported value of uniforms is intended to reflect clothing such as pants, shirts, jackets, and related attire.

**ARTICLE 18-WORK BOOTS**

The City provide work boots annually (up to \$200 per pair) for the following classifications: Animal Services Supervisor, Assistant Engineer, Associate Engineer, Building Official, Chief Water Treatment Operator, Engineering Manager, Environmental Quality Administrator, Maintenance Supervisor, Operations Manager, Senior Engineer, Utilities Manager, & Utility System Supervisor. Once the initial boot is purchased, employees may request replacement annually to the department supervisor upon proof of need due to the condition of the boots.

**ARTICLE 19-WATER CERTIFICATION TRAINING PAY**

Employees assigned to the Water Division in the classifications listed below will receive Certification Pay for additional certifications earned above and beyond those required at the time of hire, effective upon ratification of this agreement.

Eligible employees will receive 5% for each certification listed in their assigned classification, above and beyond those required at the time of hire, up to a maximum of 10%, in accordance with the following chart:

<i>Classification</i>	<i>Required at Hire</i>	<i>Required Within 12 months</i>	<i>Certifications Eligible for Certification Pay- 5% increase for each</i>
<i>Chief Water Treatment Operator</i>	<i>T5, D3</i>	<i>D4</i>	<i>D5 (Max5%)</i>
<i>Utility System Supervisor</i>	<i>D4 and Collections I for new hires</i>	<i>D4</i>	<i>D5 (Max 5%) and Collections 1-4 (Max 5%) for total of (Max 10%)</i>

Legend:

"T": Water Treatment Operator Certificate issued by the State of California, Department of Public Health and/or the State Water Resources Board

"D": Water Distribution Operator Certificate issued by the State of California, Department of Public Health and/or the State Water Resources Board

"Collections": California Water Environmental Association (CWEA) Wastewater Collection System Maintenance Certifications

**ARTICLE 20- HOLIDAYS- FLOATING HOLIDAYS**

**A. Official Holidays**

The City of Upland observes the following holidays as official fixed holidays, established by Resolution:

New Year's Day	(January 1) during holiday closure
Martin Luther King Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving Day	(The Day After the Fourth Thursday in November)
Christmas Day	(December 25) during holiday closure

Each official fixed holiday shall be 10 hours of time off with pay unless otherwise noted. If the holiday falls on a Friday or Saturday, Thursday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday.

In order to be paid for an official fixed holiday (the days on which the public offices of the City of Upland will be closed) employees must be in a paid status both the day before and the day after the holiday. For example, if a holiday falls on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be in a paid status on the Thursday before the holiday and the Tuesday following the holiday.

City Hall and most City departments will be permanently closed from Christmas Day through New Year's Day. Christmas Day and New Year's Day holidays will be part of this closure except for in the case where either holiday falls on a Sunday. In the case that either Christmas Day or New Year's Day falls on a Sunday, it will be observed on the following Monday. Employees will receive compensation that will cover their absence from work from December 25<sup>th</sup> through January 1<sup>st</sup>. The employee must be an active employee of the City of Upland on the above dates to receive this holiday compensation.

Employees that are required to work, due to the nature of their job, during the holiday closure will observe the holidays on the actual day or as provided above when the holiday falls on a Friday, Saturday, or Sunday. Employees required to work during the holiday closure will receive a floating holiday contribution equal to the number of compensable hours provided to the employees that participated in the holiday closure.

**B. Floating Holiday Leave**

Employees in the unit shall receive twenty (20) hours of Floating Holiday annually on January 1<sup>st</sup>. Floating holiday hours which are not used by the first pay period in December will automatically be cashed out on the second pay period in December.

**ARTICLE 21- EXECUTIVE LEAVE**

Employees in the unit shall receive fifty (50) hours of executive leave annually. Executive Leave which is not used by the first pay period in December will automatically be cashed out on the second pay period in December.

**ARTICLE 22 - SICK LEAVE**

Employees in the unit earn sick leave at the rate of eight hours per month, up to a maximum accrual of 1250 hours. No sick leave may be granted during the first thirty (30) days of employment with the City.

Annually, employees in the unit may request to convert a maximum of twenty (20) hours of sick leave to compensation if they have used less than forty (40) hours of sick leave between January 1<sup>st</sup> and November 30<sup>th</sup> of the prior calendar year.

Any employee who elects to covert accrued sick leave to compensation as provided for herein shall be limited to a maximum of twenty (20) hours per fiscal year of accrued sick leave to be converted, and in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-(a), must comply with the following:

- Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 1<sup>st</sup> of the calendar year prior to the end of the calendar year in which the employee wishes to convert such sick leave.
  - For example: Employee requests to convert twenty (20) hours of sick leave to compensation, the request must be in Human Resources by December 1, 2022, to be paid on the first pay period in June of 2023.
- All sick leave conversion requests are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 1<sup>st</sup> of the calendar year prior to the conversion.
- Employees who do not meet the requirement of using less than forty (40) hours of sick leave between January 1<sup>st</sup> and November 30<sup>th</sup> of the prior calendar year will not be eligible for the sick leave conversion.
- Employees who fail to submit a request by December 1<sup>st</sup> of the calendar year prior to the conversion will not be eligible for sick leave converted to cash for that calendar year.
- Payments for accrued sick leave conversion to cash shall be made by separate check by the first pay period in June.

**ARTICLE 23- SICK LEAVE ACCRUAL PAYMENT UPON RETIREMENT**

Upon service or disability retirement under the PERS retirement plan, employees may elect one of the following options for payment of unused sick leave:

- a. At the time of service or disability retirement, one half (50%) of accrued sick leave may be cashed out at the current hourly rate, up to a maximum of 625 hours
- b. Retiring employees may use one half (50%) of accrued sick leave as Personal Leave just prior to retirement, up to a maximum of 625 hours.

**ARTICLE 24 - VACATION**

Vacation shall accrue for employees based on the following schedule:

01 – 02 Years of service	80 Hours per year
03 – 05 Years of service	96 Hours per year
06 – 10 Years of service	128 Hours per year
11 – 16 Years of service	136 Hours per year
17 + Years of service	One additional day (8 hours) per year, up to a maximum of 176 hours per year

All employees may accrue vacation up to a maximum of three (3) years of entitlement.

**ARTICLE 25- VACATION BUYBACK**

In December of every year, Mid-Management employees may be paid in cash for unused vacation if they have used at least forty (40) hours of vacation during the preceding year.

The payment for vacation buyback will be tiered as follows:

- Employees who have less than six (6) years of service with the City, the maximum vacation buyback allowable is sixty (60) hours.
- Employees who have six (6) years or more of service with the City, the maximum vacation buyback allowable is one hundred (100) hours. Employees at this level must have eighty (80) hours of vacation accrual in their bank after the vacation buyback hours are paid.
  - Example 1: Employee has two hundred (200) hours of vacation accruals and buys back one hundred (100) hours, one hundred (100) hours of vacation will remain in their accrual bank.
  - Example 2: Employee has one hundred and twenty (120) hours of vacation accruals. The maximum vacation buyback they will be allowed is forty (40) hours to ensure a bank of eighty (80) hours remains.

Any employee who elects to convert accrued vacation leave to compensation as provided for herein, shall be in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), must comply with the following:

- Any vacation leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 1<sup>st</sup> of the calendar year prior to the end of the calendar year in which the employee wishes to convert such vacation leave.
  - For example: Employee requests to buy back twenty (20) hours of vacation leave, the request must be in Human Resources by December 1, 2022, to be paid on first pay period in December of 2023.
- All vacation leave conversion requests are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources not later than December 1<sup>st</sup> of the calendar year prior to the conversion.
- Employees who do not meet the requirement of using forty (40) hours of vacation leave between January 1<sup>st</sup> and November 30<sup>th</sup> of the prior calendar year will not be eligible for vacation buyback.
- Employees who fail to submit a request by December 1<sup>st</sup> of the calendar year prior to the conversion will not be eligible for vacation leave converted to cash for that calendar year.
- Payments for accrued vacation leave conversion to cash shall be made by separate check by the first pay period in December.

**ARTICLE 26 - BEREAVEMENT LEAVE**

Employees may take up to 30 hours per occurrence (January 1 through December 31) with pay in the event of a death of the following: mother, father, grandfather, grandmother, brother, sister, spouse, child, grandchild, and employee spouse's father, mother, grandfather, grandmother, brother, sister and any relative who has resided with the

employee for at least one year. Adoptive relatives and step relatives shall count the same as relatives by birth. Notification of need for such leave must comply with the City's Administrative Policy on Sick Leave.

**ARTICLE 27- QUARTERLY PERSONNEL REPORTS**

The City agrees to provide on a quarterly basis, personnel reports to UMMEA which shall include names, classifications and all personnel actions (new hires, terminations, transfers, promotions) within the Unit. Home and mailing addresses if different, and all address changes will be provided of Association members, and the City will request a waiver from non-Association members to provide the information. Also, a notice and opt-out system will be jointly developed by the City and Association for the disclosure of employee addresses.

**ARTICLE 28- LAYOFF PROCEDURE**

A. Statement of Intent - Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted pursuant to the provisions of the City's policy.

1) In determining the order of layoff, a combination of factors shall be considered, including: qualifications, productivity, general performance, seniority with the City of Upland, and seniority in job classification, and needs of the City. Variations from the order of layoffs and recall from layoff may occur when the City deems such variations appropriate under fiscal circumstances.

2) The factors the City Manager or designee, in his/her discretion, may use to determine layoff include the following:

- a. An employee's last four performance evaluations, if any;
- b. Any history of employee commendations, awards, etc.;
- c. Any history of employee disciplinary action;
- d. Attendance record, including tardiness and unexcused absences;
- e. Safety record, including personal injury and damage to city property;
- f. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
- g. Between two regular appointees in the same classification with similar skills, abilities, qualifications, merit and/or record, the employee with the lesser seniority in the classification shall be laid off first;
- h. Between two regular appointees in the same classification with equal seniority the employee with the lesser skills, abilities, qualifications, merit and/or record shall be laid off first;
- i. Memoranda of Understanding ("MOU") between the City and effected bargaining units.

B. Definitions

1) Layoff - A layoff is the involuntary separation or reduction of a regular status employee to a position in a lower classification, without fault of the employee.

Cause for Layoff:

- a. If a function is to be discontinued, curtailed, mechanized, or operated by a different method.
- b. Reorganization
- c. Budget reduction
- d. Termination or decrease in funds and/or materials for projects or programs.
- e. The mandatory reinstatement of an employee.

- 2) Classification - A classification is the bargaining unit position. A list of classifications within the Upland Mid Management Unit is included in "Exhibit B."
- 3) Job Series -A group of classifications similar with respect to the duties performed but different in terms of the nature and level of responsibilities performed. Each job series shall be included in "Attachment B."
- 4) Seniority-Seniority for the purpose of determining order of layoff shall be defined as total accumulated continuous time served in regular and probationary status in the City classified service. Regular and probationary status does not include seasonal/temporary part-time, contract, and/or provisional employees.

Should it become necessary to lay off by seniority, those employees with the least service in the affected classification shall be laid off or demoted:

- a. First by classification; and
  - b. Second, to displace an employee, by City Seniority, including time served on military leave of absence in the armed forces of the United States. In order to bump into a former or lower classification:
    1. An employee must have more City Seniority than at least one of the incumbents in the affected class.
    2. Employees bumping to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. When two or more employees have equal seniority, the layoff shall be made in accordance with the Merit System Rules and Regulations.
- C. Notification - Employees to be laid off shall be given, whenever possible, 45 calendar days prior notice, but no less than 30 calendar days' notice. The UMMEA shall be provided with a copy of the affected classifications and seniority list by classification of all affected employees within bargaining unit at least 30 days prior to its effective date.
- D. Order of Layoff - In each classification, employees shall be laid off according to employment status in the following order:
- 1) Seasonal/temporary part-time, contract, and/or provisional employees performing services similar to classifications affected by layoff shall be terminated before any reduction in the regular work force. Likewise, other grant-funded employees shall be terminated in affected classifications, in accordance with federal or state rules or guidelines governing such funding programs.
  - 2) Probationary employees and employees holding interim positions, who have regular status in another classification, shall revert to their former classification in the City to determine layoff rights.

- 3) Regular employees subject to layoff shall be based on seniority of service within that classification. For example, the employee being laid off or displaced from a classification shall be the employee in the affected classification with the least amount of time served in the affected classification.
- E. Layoff Procedure - The layoff procedure is intended to minimize the impact of staff reduction on City services and ensure that employees are treated fairly in the process of layoff. The procedure for lay off, once the number of positions to remain by classification has been determined shall be as follows:
- 1) Except as otherwise provided herein, whenever there is a reduction in the work force, the appointing authority shall demote the affected employee to a vacancy, if any, in a lower class for which the employee is qualified. All persons so demoted shall have their names placed on the reemployment list for the higher class.
  - 2) An employee affected by layoff shall have the right to displace an employee who has less City seniority in a lower classification in which the affected employee once had regular status.
  - 3) If a classification title is changed due to a reclassification; the employee shall retain bumping rights to the previous classification and series.
  - 4) Displaced employees are allowed to bump into positions that they have not previously held, provided that the position did not exist when the employee was appointed to the position from which they are laid off and the employee meets the minimum qualifications.
  - 5) An employee is eligible to bump to a lower classification within job series in which he/she has achieved regular status. For example: Employee "A" is hired in as a Senior Engineer and achieves regular status; however, never worked as an Assistant Engineer. Employee "A" may bump employee "B" in the lower classification of Assistant Engineer, if Employee "A" has more City seniority.
  - 6) Employees transferring or voluntarily demoting shall retain the same anniversary date as in their previous position for all purposes, including step advancement.
- F. Reemployment Lists -The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before employment is made from an eligible list.
- G. Duration of Reemployment List - Names of persons laid off shall be carried on a reemployment list for twelve (12) months, except that the name of an individual reappointed to a regular position of the same class shall, upon reappointment, be dropped from the list. An individual who declines either a voluntary demotion or reemployment in a classification shall be dropped from that specific reemployment list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher class for a balance of the twelve (12)-month period. An individual

appointed from a reemployment list may be required to successfully pass a reemployment physical examination provided at City expense.

- H. Terms and Conditions of Reemployment- Reemployment from a reemployment list to a previously held class shall be at the same step held at the time of layoff and at the current salary of that class at the time of reemployment. In case of a voluntary demotion from a reemployment list, the employee so electing shall be paid at the highest step in the range for the lower class which does not represent an increase in salary from the salary which would have been effective had the employee been appointed to his/her previously held class; and in no case to exceed "top" step in the current salary range of the class to which the employee is appointed. Employees reappointed from a reemployment list shall be credited with, at the time of reappointment, all accrued benefits at the time of layoff which were not compensated for at the time of layoff, provided that such accrued benefits shall not exceed established maximum at the time of reappointment.
- I. Retraining- The City will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications not related to their former classification and will attempt to place said laid-off employees in vacant positions in the City for which they are qualified. During the twelve months following a layoff, laid-off employees shall be eligible to compete for in-house promotional examinations for positions for which they qualify.

**ARTICLE 29- PREVAILING BENEFITS**

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees in the unit shall remain in full force and effect during the term of this MOU, unless mutually agreed to by both parties.

**ARTICLE 30-SAVINGS CLAUSE**

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and UMMEA shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Agreement shall remain in full force and effect.



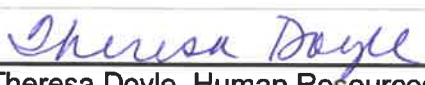
**ARTICLE 31 - TERM OF AGREEMENT**

Except where expressly stated otherwise herein, the City and UMMEA agree that the provisions of this MOU shall become effective on July 1, 2022 and shall expire on June 30, 2023.

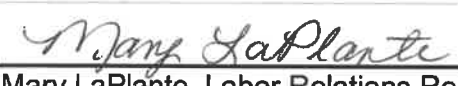
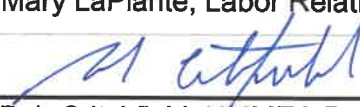
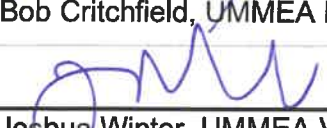
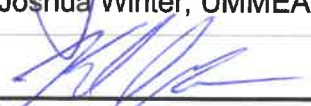
**ARTICLE 32 - ZIPPER CLAUSE**

During the term of this Agreement, the parties agree that negotiations cannot commence on any subject unless the parties mutually agree.

**CITY OF UPLAND**

 Michael Blay, City Manager	<u>6-22-22</u> Date
 Stephen Parker, Assistant City Manager	<u>6/22/22</u> Date
 Theresa Doyle, Human Resources/Risk Manager	<u>6-22-2022</u> Date

**UPLAND MID MANAGEMENT EMPLOYEES' ASSOCIATION**

 Mary LaPlante, Labor Relations Representative	<u>6/29/2022</u> Date
 Bob Critchfield, UMMEA President	<u>6/28/2022</u> Date
 Joshua Winter, UMMEA Vice President	<u>6/27/22</u> Date
 Kirk Swanner, UMMEA Secretary	<u>6/28/2022</u> Date

**APPENDIX A**

Classes included in the Mid-Management Unit:

<b><u>Grade</u></b>	<b><u>Classification Title</u></b>
44	ADMINISTRATIVE ANALYST
38	ANIMAL SERVICES SUPERVISOR
48	ASSISTANT ENGINEER
42	ASSISTANT PLANNER
54	ASSOCIATE ENGINEER
46	ASSOCIATE PLANNER
63	BUILDING OFFICIAL
51	CHIEF WATER TREATMENT OPERATOR
45	CRIME ANALYST
62	DEVELOPMENT SERVICES MANAGER
46	ECONOMIC DEVELOPMENT COORDINATOR
67	ENGINEERING MANAGER
63	ENVIRONMENTAL QUALITY ADMINISTRATOR
46	HOUSING COORDINATOR
62	INFORMATION TECHNOLOGY MANAGER
45	MAINTENANCE SUPERVISOR
44	MANAGEMENT ANALYST
67	OPERATIONS MANAGER
63	PLANNING MANAGER
54	POLICE DISPATCH SUPERVISOR
34	POLICE RECORDS SUPERVISOR
63	PRINCIPAL ENGINEER
55	RECREATION MANAGER
42	RECREATION SUPERVISOR
60	SENIOR ENGINEER
54	SENIOR PLANNER
50	UTILITY BILLING AND CUSTOMER SERVICE SUPERVISOR
67	UTILITIES MANAGER
50	UTILITY SYSTEM SUPERVISOR

City of Upland  
 UMMA Salary Schedule  
 June 26, 2022

Job Description	Grade	STEP													
		1	2	3	4	5	6	7	8	9	10	11	12	13	
ADMINISTRATIVE ANALYST	44	Hourly	29.43	30.16	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61	39.57
	Monthly	5,100.39	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	
	Yearly	61,204.65	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	
ANIMAL SERVICES SUPERVISOR	38	Hourly	25.37	26.01	26.66	27.32	28.01	28.71	29.43	30.16	30.91	31.69	32.48	33.29	34.12
	Monthly	4,398.05	4,508.00	4,620.70	4,736.21	4,854.62	4,975.99	5,100.39	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	
	Yearly	52,776.55	54,095.97	55,448.36	56,834.57	58,255.46	59,711.84	61,204.65	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	
ASSISTANT ENGINEER	48	Hourly	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61	39.57	40.56	41.58	42.62	43.68
	Monthly	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	7,386.89	7,571.56	
	Yearly	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	88,642.69	90,858.77	
ASSOCIATE ENGINEER	54	Hourly	37.67	38.61	39.57	40.56	41.58	42.62	43.68	44.77	45.89	47.04	48.22	49.42	50.66
	Monthly	6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	7,386.89	7,571.56	7,760.85	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70	
	Yearly	78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	88,642.69	90,858.77	93,130.23	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35	
ASSOCIATE PLANNER	46	Hourly	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61	39.57	40.56	41.58
	Monthly	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	
	Yearly	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	
BUILDING OFFICIAL	63	Hourly	47.04	48.22	49.42	50.66	51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72	63.26
	Monthly	8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	10,965.89	
	Yearly	97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	131,590.67	
CHIEF WATER TREATMENT OPERATOR	51	Hourly	34.98	35.85	36.75	37.67	38.61	39.57	40.56	41.58	42.62	43.68	44.77	45.89	47.04
	Monthly	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	7,386.89	7,571.56	7,760.85	7,954.87	8,153.75	
	Yearly	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	88,642.69	90,858.77	93,130.23	95,458.49	97,844.96	
CRIME ANALYST	45	Hourly	30.16	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61	39.57	40.56
	Monthly	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	
	Yearly	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	
DEVELOPMENT SERVICES MANAGER	62	Hourly	45.89	47.04	48.22	49.42	50.66	51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72
	Monthly	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	
	Yearly	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	
ECONOMIC DEVELOPMENT COORDINATOR	46	Hourly	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61	39.57	40.56	41.58
	Monthly	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	
	Yearly	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	
ENGINEERING MANAGER	67	Hourly	51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72	63.26	64.85	66.47	68.13	69.83
	Monthly	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	10,965.89	11,240.04	11,521.04	11,809.06	12,104.29	
	Yearly	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	131,590.67	134,880.44	138,252.46	141,708.77	145,251.49	
ENVIRONMENTAL QUALITY ADMINISTRATOR	63	Hourly	47.04	48.22	49.42	50.66	51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72	63.26
	Monthly	8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	10,965.89	
	Yearly	97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	131,590.67	
EXECUTIVE ASSISTANT TO CHIEF OF POLICE	41	Hourly	27.32	28.01	28.71	29.43	30.16	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75
	Monthly	4,736.21	4,854.62	4,975.99	5,100.39	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	
	Yearly	56,834.57	58,255.46	59,711.84	61,204.65	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	
HOUSING COORDINATOR	46	Hourly	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61	39.57	40.56	41.58
	Monthly	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	
	Yearly	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	
INFORMATION TECHNOLOGY MANAGER	62	Hourly	45.89	47.04	48.22	49.42	50.66	51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72
	Monthly	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	
	Yearly	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	
MAINTENANCE SUPERVISOR	45	Hourly	30.16	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61	39.57	40.56
	Monthly	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	
	Yearly	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	
MANAGEMENT ANALYST	44	Hourly	29.43	30.16	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61	39.57
	Monthly	5,100.39	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	
	Yearly	61,204.65	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	

City of Upland  
 UMMA Salary Schedule  
 June 26, 2022

			STEP												
			67	63	54	34	63	55	42	60	54	50	67	50	
OPERATIONS MANAGER	Hourly		51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72	63.26	64.85	66.47	68.13	69.83
	Monthly		9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	10,965.89	11,240.04	11,521.04	11,809.06	12,104.29
	Yearly		108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	131,590.67	134,880.44	138,252.46	141,708.77	145,251.49
PLANNING MANAGER	Hourly		47.04	48.22	49.42	50.66	51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72	63.26
	Monthly		8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	10,965.89
	Yearly		97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	131,590.67
POLICE DISPATCH SUPERVISOR	Hourly		37.67	38.61	39.57	40.56	41.58	42.62	43.68	44.77	45.89	47.04	48.22	49.42	50.66
	Monthly		6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	7,386.89	7,571.56	7,760.85	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70
	Yearly		78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	88,642.69	90,858.77	93,130.23	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35
POLICE RECORDS SUPERVISOR	Hourly		22.99	23.56	24.15	24.75	25.37	26.01	26.66	27.32	28.01	28.71	29.43	30.16	30.91
	Monthly		3,984.41	4,084.02	4,186.12	4,290.78	4,398.05	4,508.00	4,620.70	4,736.21	4,854.62	4,975.99	5,100.39	5,227.90	5,358.60
	Yearly		47,812.94	49,008.27	50,233.47	51,489.32	52,776.55	54,095.97	55,448.36	56,834.57	58,255.46	59,711.84	61,204.65	62,734.77	64,303.15
PRINCIPAL ENGINEER	Hourly		47.04	48.22	49.42	50.66	51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72	63.26
	Monthly		8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	10,965.89
	Yearly		97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	131,590.67
RECREATION MANAGER	Hourly		38.61	39.57	40.56	41.58	42.62	43.68	44.77	45.89	47.04	48.22	49.42	50.66	51.92
	Monthly		6,692.16	6,859.46	7,030.95	7,206.72	7,386.89	7,571.56	7,760.85	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70	9,000.21
	Yearly		80,305.88	82,313.53	84,371.38	86,480.67	88,642.69	90,858.77	93,130.23	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35	108,002.56
RECREATION SUPERVISOR	Hourly		28.01	28.71	29.43	30.16	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67
	Monthly		4,854.62	4,975.99	5,100.39	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93
	Yearly		58,255.46	59,711.84	61,204.65	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19
SENIOR ENGINEER	Hourly		43.68	44.77	45.89	47.04	48.22	49.42	50.66	51.92	53.22	54.55	55.92	57.31	58.75
	Monthly		7,571.56	7,760.85	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92
	Yearly		90,858.77	93,130.23	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01
SENIOR PLANNER	Hourly		37.67	38.61	39.57	40.56	41.58	42.62	43.68	44.77	45.89	47.04	48.22	49.42	50.66
	Monthly		6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	7,386.89	7,571.56	7,760.85	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70
	Yearly		78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	88,642.69	90,858.77	93,130.23	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35
UB AND CUSTOMER SERVICE SUPERVISOR	Hourly		34.12	34.98	35.85	36.75	37.67	38.61	39.57	40.56	41.58	42.62	43.68	44.77	45.89
	Monthly		5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	7,386.89	7,571.56	7,760.85	7,954.87
	Yearly		70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	88,642.69	90,858.77	93,130.23	95,458.49
UTILITIES MANAGER	Hourly		51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72	63.26	64.85	66.47	68.13	69.83
	Monthly		9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	10,965.89	11,240.04	11,521.04	11,809.06	12,104.29
	Yearly		108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	131,590.67	134,880.44	138,252.46	141,708.77	145,251.49
UTILITY SYSTEM SUPERVISOR	Hourly		34.12	34.98	35.85	36.75	37.67	38.61	39.57	40.56	41.58	42.62	43.68	44.77	45.89
	Monthly		5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	7,386.89	7,571.56	7,760.85	7,954.87
	Yearly		70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	88,642.69	90,858.77	93,130.23	95,458.49