



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF UPLAND

AND

THE UPLAND POLICE MANAGEMENT ASSOCIATION

July 1, 2022 to June 30, 2023

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UPLAND
AND
THE UPLAND POLICE MANAGEMENT ASSOCIATION
July 1, 2022 – JUNE 30, 2023**

ARTICLE 1 - TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (MOU) shall be effective on July 1, 2022, and shall expire on June 30, 2023.

ARTICLE 2 – PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Upland (hereinafter referred to as “City”) and the Upland Police Management Association (hereinafter referred to “Association”).

ARTICLE 3 – RECOGNITION

In 2015, the Upland Police Captains Association petitioned to join the Upland Police Management Association. The petition was approved by the Employee Relations Officer per the procedures outlined in the City’s Employer–Employee Relations Resolution. The Association is the recognized employee organization for the personnel employed in the Police Department occupying the classifications of Police Sergeant, Police Lieutenant, and Police Captain.

ARTICLE 4 - MANAGEMENT RIGHTS

The City retains all management rights not explicitly and expressly relinquished by the City in this Agreement. Such rights shall include, but not limited to:

- A. Decisions involving City policy,
- B. The level and type of City services,
- C. The merit, necessity and/or organization of the police service,
- D. Matters of public safety and similar management decisions,
- E. Determining the procedures and standards of selection for employment and promotion,
- F. Directing employees, taking disciplinary action, and relieving employees from duty because of lack of work or other legitimate reasons,
- G. Managing the efficiency of work

- H. Maintaining the efficiency of governmental operations determine the methods, means, and personnel by which government operations are to be conducted
- I. Determining the content of job classifications
- J. Taking all necessary actions to carry out the mission in emergencies
- K. Exercising the complete control and discretion over its organization and the technology used in performing work

The City's exercise of any management right is not subject to meeting and conferring except as to the impact such exercise has on matters within the scope of representation, as defined by applicable law.

ARTICLE 5 – SALARIES

- 1. Effective the pay period beginning July 1, 2022, following MOU ratification by UPMA and City Council approval, all employees in this unit shall receive:
 - a. a two and one half percent (2.5%) COLA increase in base salary
 - b. an equity increase of two and one half percent (2.5%) in base salary.
- 2. Effective the pay period beginning January 1, 2023, all employees in this unit shall receive an equity increase of two and one half percent (2.5%) in base salary.
- 3. The City will issue a one-time payment for Essential Worker Premium Pay of up to seventy-five hundred dollars (\$7,500) to each employee who has been actively employed by the City during the time period of April 1, 2020 through March 31, 2021 and remains currently employed as of the scheduled payment date. The payment will be made in a separate check issued on the week following the first pay period in FY 2022/2023. The parties agree that the one-time distribution shall not be pensionable.

ARTICLE 6 – RETIREMENT

- A. Classic Employees – The City of Upland provides its Police Sergeants, Lieutenants and Captains with membership in the California Public Employees' Retirement System (CalPERS), 3% @ 55 retirement formula.

Effective January 1, 2016, "Classic" employees defined by the Pension Reform Act of 2013 will pay the nine percent (9%) CalPERS employee/member contribution and an additional one and one-half percent (1.5%) "cost sharing" pension contribution. Total employee/member contribution to be ten and one-half percent (10.5%). This cost sharing pension contribution shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

Effective the first full pay period following July 1, 2016, "Classic" employees defined by the Pension Reform Act of 2013 will pay the nine percent (9%) CalPERS employee/member contribution and an additional three percent (3%) "cost sharing" pension contribution. Total employee/member contribution to be twelve percent (12%). This cost sharing pension contribution shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee "cost sharing" contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits.

The City contracts with CalPERS for the Single Highest Year Option for all employees who are not defined as "new members" pursuant to the Pension Reform Act of 2013 and the 1959 Survivor Benefit, 3rd level for all members of the bargaining unit. There is an employee cost of \$2.00 per month for the 1959 Survivor Benefit. The agreement between the City and CalPERS allows for the buy-back of time served by the employee in the Military as defined under PERS Regulation, Section 21024.

The City, at the Police Chief's discretion, and in accordance with the law, will allow police officers who voluntarily retire from City service and who are at least 50 years of age at the time of retirement to be rehired as a contract service worker (CSW-Retiree) in his/her previous position for a period not to exceed 960 hours in the fiscal year of retirement and for an additional 960 hours in the fiscal year following retirement. The CSW-Retiree will be paid at the hourly rate earned and hold the same rank as on the last full day of employment. CSW-Retirees will receive one-third of the Cafeteria amount provided full-time officers and the same uniform allowance as received by full-time officers. CSW-Retirees are employed on an at-will basis and shall not be eligible for any layoff benefits. All applicable PERS regulations and statutes regarding the employment of retirees shall apply.

B. Pension Reform Act of 2013 –

- 1) 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.

- 2) Two Tier Retirement: Pursuant to the Act, for “new members” (as defined by the Act) who are employees hired after January 1, 2013, they will be hired pursuant to the 2.7% @ 57 retirement formula.
- 3) For “new 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.
- 4) Employee Paid Retirement Contribution - For employees defined as “new members” by the Act hired after January 1, 2013, they 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.

ARTICLE 7 - DEFERRED COMPENSATION

Effective July 1, 2022, the City agrees to contribute seven percent (7%) of base monthly salary to the City’s deferred compensation plan on behalf of each employee in the unit.

ARTICLE 8 – HEALTH INSURANCE – CAFETERIA PLAN

- A. Cafeteria Plan - In accordance with "The City of Upland Cafeteria Plan", the city provides a 125 Flexible Benefit Plan ("the Plan"). The regular and intended effect of the Plan, under current law, is to enable employees to receive benefits which may not be subject to either State or Federal income tax.

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans, that is, during open enrollment periods and when the employee's dependent status changes.

1. The city shall make a monthly contribution as set forth below to each eligible member of the unit to be used toward the Section 125 Cafeteria Plan. These funds shall only be used for qualified benefits as provided for in IRC Section 125.
 2. All employees must enroll in one of the health program plans unless they submit to the city proof of comparable health coverage.
 3. Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance plan the city offers.
 4. Employees who meet the requirement shall be allowed to utilize their Section 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.
- B. City Section 125 Benefit Contribution– the City will make available to each covered employee a monthly amount for benefits, as specified in this MOU.

10 - 14 years of service	\$ 72.57 per month
15 - 19 years of service	\$ 96.81 per month
20 - 24 years of service	\$121.05 per month
25 + years of service	\$145.14 per month

The provisions of this article above shall only apply to bargaining unit members hired on or before March 31, 2016.

ARTICLE 10 – RETIREE HEALTH SAVINGS ACCOUNTS

Effective January 1, 2007, Retirement Health Savings (RHS) accounts currently 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:

Years of Service	Monthly City Contribution	Yearly City Contribution
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

Upon retirement, all UPMA members shall convert 50% of accrued sick leave, 100% of accrued vacation and 100% of compensatory time to cash and deposit into their Retiree Health Savings Account on a tax deferred basis (in accordance with IRS guidelines). Therefore the current options of cashing out half of accrued sick leave or using Personal Leave (½ of accrued sick leave) at retirement will no longer be allowable.

Retirees are eligible to continue their medical, dental and vision coverage with the City of Upland until they reach Medicare Eligible Age, at which time they will be required to enroll in a non-City sponsored Medicare plan. The retiree may choose to remain on the City’s Dental and Vision plan. All post-retirement Medical, Dental and Vision benefits will be paid by the retiree.

If the retiree should become deceased while an eligible surviving spouse is enrolled in coverage, the surviving spouse may continue their Medical, Dental and/or Vision coverage with the City at their own expense. The Surviving Spouse will not be eligible for the Retiree Health Insurance Reimbursement allowance

This Article does not apply to unit members hired after the effective date of this agreement. The City will not make any contributions for new hires under this Article. The City shall have the ability to change providers through an RFP process.

ARTICLE 11 – PREVENTATIVE HEALTH BENEFIT

Beginning FY2019-2020, employees in the unit may be reimbursed up to \$180 annually for the purchase of items or participation considered acceptable as defined in the City's Preventative Health Benefits policy. This reimbursement shall be made in June of each year. Other use may be approved by the City Manager.

ARTICLE 12 – LIFE INSURANCE

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

ARTICLE 13 – BILINGUAL PAY

For employees who have been receiving bilingual pay prior to June 30, 2022 and have successfully completed a fluency examination, the City will continue to provide compensation in the amount of two and one half percent (2.5%) of base salary. The City will provide compensation in the amount of 2.5% of base salary for Police Captains, Sergeants and Lieutenants in the unit who as part of their job function and regular duties, and who have successfully completed 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 per the Chief of Police as critical to the functions of the Police Department.

When the skill is no longer needed or the employee is no longer required to use it or ceases to possess it, the Chief of Police shall terminate the bilingual compensation by written notice to the Human Resources/Risk Management Office.

ARTICLE 14 – COURT STANDBY PAY

Police Sergeant and Lieutenants who are placed on court standby will be compensated 2.5 hours at the rate of one and one-half (1.5) their regular pay.

Court standby compensation is intended for staff who are off-duty, and shall not apply to members responding to court within one hour before a regularly scheduled work shift (i.e. as discussed by the parties for example, this includes members who are called to court at 8:00 a.m. on a day they are already regularly scheduled to report to work at 9:00 a.m.)

Employees who were not placed on court standby but have been called to court during their off-duty time will receive a minimum of three hours compensation at the rate of one and one half (1.5) their regular rate of pay. However, members who were not placed on court standby but are called to court on a regularly scheduled work day before their shift begins (i.e., members who are called to court at 8:00 a.m. on a day they are already scheduled to report to work at 9:00 a.m.) are only

entitled to one hour of court call back pay. Employees in the unit who have been called to court from their off duty time will receive a minimum of three hours compensation at time and one half (1 ½).

If employees who have been called to court from their off duty time are required to return to court in the afternoon after the lunch break, the employee may be reimbursed for lunch up to \$10.00, if a receipt for lunch is provided.

ARTICLE 15 – HOLIDAY PAY

All Police Sergeants and Lieutenants covered by this MOU shall be compensated in cash for City designated holidays at the rate of 4.61 hours pay per pay period.

All Police Captains shall observe the following holidays, established by Resolution of the City Council:

New Year’s Day	(January 1)
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)

All holidays shall be 10 hours 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.

Police Captains shall receive 32 hours of Floating Holiday annually. Floating holiday hours must be used during the calendar year or they will be removed from the books on December 31st of each year.

ARTICLE 16 - LONGEVITY PAY

Effective July 1, 2022:

Employees in the unit with ten (10) years or more of continuous City service will receive a two and one half percent (2.5%) increase in base salary.

Employees in the unit with fifteen (15) years or more of continuous City service will receive a two and one half percent (2.5%) increase in base salary.

Employees in the unit with twenty (20) years or more of continuous City service will receive an additional two and one half percent (2.5%) increase in base salary, for a total of seven and half percent (7.5%) longevity pay.

ARTICLE 17 – EDUCATION INCENTIVE AND POST CERTIFICATE PAY

A. Police Sergeants, Lieutenants and Captains –

Employees receiving Education Incentive Pay based on Equivalent college units for an Associate’s Degree or Bachelor’s Degree prior to July 1, 2022, will continue to receive Educational Incentive compensation. Any unit members hired or promoted after July 1, 2022, will receive Education Incentive Pay as outlined below.

1) Education Incentive Pay in the following amounts, effective July 1, 2022:

Two and one half percent (2.5%) of base salary for an Associate’s Degree

OR

Five percent (5%) of base salary for a Bachelors Degree

OR

Seven and one half percent (7.5%) of base salary for a Graduate Degree (including Master’s, Juris Doctorate, Doctorate)

2) POST Certificate Pay in the following amounts, effective July 1, 2022:

Two and one half percent (2.5%) of base salary for an Intermediate POST Certificate

OR

Five percent (5%) of base salary for an Advanced POST Certificate.

Eligible Police Sergeants and Lieutenants may only receive one payment amount within each category of Incentive Pay, to a maximum allowable of twelve and one half percent (12.5%) of base salary.

ARTICLE 18 – TUITION REIMBURSEMENT

The City agrees to reimburse employees up to thirty-five hundred dollars (\$3,500) per employee, per fiscal year, as long as funds are available, for the 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 “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 19 - MERITORIOUS PAY

It is recognized that certain employees will put forth the 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 period of (3) three months, six (6) months, or (1) 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 pay day after approval from the City Manager. Recommendations will contain supporting documentation justifying the reasons for the pay.

Any Police Sergeant, Lieutenant, or Captain who uses twenty-four 24 hours or less of sick leave in the period from December 1st through November 30th, and has between nine hundred and fifty-two (952) and one thousand (1000) hours of accrued sick leave as of December 1st will receive \$500. Computations will be made and payment will be in the form of a lump sum payable on the first payday in December of each year. Such payment will only be made to persons actually in the employ of the City on the date of payment.

ARTICLE 20 - OVERTIME PAY

Police Sergeants and Lieutenants shall receive overtime at the rate of one and one-half (1 ½) times their regular rate of pay for time worked in excess of 40 hours in a 7 day work period. Paid vacation and sick leave and compensatory time off during a work period are counted as hours worked for overtime purposes.

Police Captains are exempt from the FLSA and are not eligible for overtime compensation.

ARTICLE 21 – COMPENSATORY TIME OFF

Police Sergeants and Lieutenants may not accrue more than three hundred (300) hours of compensatory time off. Employees in this unit may convert forty (40) hours of vacation into non-FLSA compensatory time off annually.

Police Sergeants and Lieutenants, at the time of the request for use of compensatory time off, provide the name of a replacement prior to the granting of the request for CTO.

ARTICLE 22 - UNIFORM ALLOWANCE

Employees in the unit receive a uniform allowance in the amount of one thousand dollars (\$1,000) per year for the purchase, maintenance and cleaning of uniforms after completion of 12 months of employment. Uniforms will be provided at the time of appointment. This allowance will be paid twice a year (½ in June and ½ in December).

ARTICLE 23 - SICK LEAVE

Employees in the unit earn sick leave at the rate of eight (8) hours per month, up to a maximum accrual of 1,250 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 pay if they have used less than forty (40) hours of sick between January 1st and November 30th of the prior calendar year.

Any employee who elects to convert 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 1.451-1(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 1st of the calendar year prior to the end of the calendar year in which the employee wishes to convert such sick leave.
- 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 1st 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 1st and November 30th of the prior calendar year will not be eligible for the sick leave conversion.
- Employees who fail to submit a request by December 1st of the calendar year prior to the conversion will not be eligible for sick leave converted to pay for that calendar year. Payments for accrued sick leave conversion to pay shall be made by separate check two (2) times a year (first pay period in June and first pay period in December).

ARTICLE 24 - VACATION

Vacation shall accrue for Police Sergeants and Lieutenants based on the following schedule:

01 – 02 Years of service	96 Hours per year
03 – 05 Years of service	120 Hours per year
06 – 10 Years of service	152 Hours per year
11 – 13 Years of service	160 Hours per year
14 – 16 Years of service	168 Hours per year
17 + Years of service	One additional day (8 hours) per year, up to a maximum of 176 hours per year

Vacation shall accrue for Police Captains based on the following schedule:

01 – 02 Years of service	96 Hours per year
03 – 05 Years of service	120 Hours per year
06 – 16 Years of service	152 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, employees may be paid cash in lieu of unused vacation for up to 60 hours of vacation if they have used at least 40 hours of vacation between January 1st and November 30th of the prior year.

Any employee who elects to convert accrued vacation leave to compensation as provided for herein shall be limited to a maximum of sixty (60) hours per fiscal year of accrued vacation leave to be converted, and 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 1st of the calendar year prior to the end of the calendar year in which the employee wishes to convert such vacation leave.
- 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 1st 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 1st and November 30th of the prior calendar year will not be eligible for vacation buyback.
- Employees who fail to submit a request by December 1st of the calendar year prior to the conversion will not be eligible for vacation leave converted to pay for that calendar year.
- Payment for accrued vacation leave conversion to pay shall be made by separate check two (2) times a year (first pay period in June and first pay period in December).

ARTICLE 26 - BEREAVEMENT LEAVE

Association members may use up to 5 consecutive days of accrued sick leave for the death of a spouse or blood relation up to 2 generations removed, including spouse's parents. Bereavement leave (5 days of accrued sick leave) may also be taken for the death of a dependent not related by blood who has lived within the employee's household for the preceding six months. The City will consider a request for bereavement leave for the death of a member's aunt and uncle on a case by case basis.

Members may also take up to four hours per year to attend funeral services in the City of Upland for situations other than the above with Department Head approval.

ARTICLE 27 - EXECUTIVE LEAVE

Police Sergeants receive twenty (20) hours of Executive Leave annually. Police Lieutenants receive thirty (30) hours of Executive Leave annually. Police Captains shall receive forty (40) hours of executive leave annually. This leave must be used within the calendar year, or it will be cashed out on the last payday in December.

ARTICLE 28 - NO STRIKE PROVISION

The Association agrees that it shall not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

ARTICLE 29 – DISCIPLINE AND PERSONNEL FILES

The disciplinary appeal process shall culminate in an arbitration using a mutually selected arbitrator from the State Mediation and Conciliations Service, experienced in police disciplinary cases. The arbitrator's decision in suspension, demotion and termination cases shall be final and binding.

Where the officer has not repeated similar misconduct, unit members shall have removed from his/her personnel file any disciplinary action for a minor offense after four years. Also, after five

years any major offenses shall also be removed. A minor offense shall be defined as anything in which the officer receives a five day suspension or less. A major offense shall be anything in which the officer receives more than a five day suspension, including demotion or pay reduction.

ARTICLE 30 – WORK SCHEDULE

Effective January 21, 2001, the parties agree to convert the 4/10 work schedule to a combination of a 4/10 and 3/12.5 work schedule. The work schedule includes the following elements:

- A. There are six shifts to select from. The 4/10 shift will have a day shift/swing shift and night shift. The 3/12.5 shift will have a day shift/night shift and a cover shift. Exhibit A attached hereto shows each of the shifts. Bargaining unit members working the 3/12.5 shift shall be required to work the following work shift: during a 28-day work period (which is permissible pursuant to Section 207(k) of the Fair Labor Standards Act), bargaining unit members would work twelve (12) 12.5 hour shifts and one 10 hour shift for a total of 160 hours. The twelve (12) 12.5 hour shift shall be worked three consecutive days per seven day period and the 10 hour shift shall be worked on the day either before or after the three consecutive days. As such, in the workweek when the 10 hour day is worked, the bargaining unit member will work four days in a row.
- B. The 10 hour shift would be scheduled at the discretion of the shift's Watch Commander (ultimately at the discretion of the Chief of Police) as follows: when bargaining unit members sign up for their 3/12.5 shift for six months in advance, the Watch Commander shall choose a particular day (e.g., the third Monday or second Friday) which will be the 10 hour workday for the entire six month period. The Watch Commander shall note the particular day he has selected for the 10 hour workday on the sign up sheet in advance of it being circulated.
- C. A 28 day work period (pursuant to Section 7(k) of the FLSA) will be in effect for all sworn police employees of the City. However, notwithstanding the FLSA work period, all sworn personnel shall have wages computed each pay period. Payment of regular wages and overtime (i.e., for work in excess of the regularly assigned shift) shall be made to sworn personnel on each bi-weekly payday. Sworn police personnel shall be compensated with overtime for all hours worked in excess of their regularly assigned shift. Hours worked shall include all time when an employee is necessarily required to be on the employer's premises on duty or at a prescribed work place. Even though paid leave does not count as hours worked pursuant to the FLSA, paid vacation, sick leave and compensatory time off shall count as hours worked for overtime purposes to this Agreement.
- D. All bargaining unit members working a 3/12.5 work schedule shall work a 12 ½ hour shift.
- E. All bargaining unit members working the 3/12.5 or 4/10 work schedules shall be allowed a paid 45 minute lunch break.

- F. Bargaining unit members shall sign up by seniority, unrestricted; 2) bargaining unit members assigned to special assignments, i.e., Detective Bureau, Special Services, Administration and Training, shall work from 7:00 a.m. to 5:00 p.m. Monday through Thursday.

- G. Notwithstanding the foregoing, if the Chief of Police determines that a need exists to move a bargaining unit member from one plan to another (from 3/12.5 shift to a 4/10 shift or vice versa) or from one shift to another (e.g., day shift to swing shift) to meet minimum staffing and/or emergency needs, he will do the following: 1) He will first post 10 days prior to the need to modify a unit member's work plan or shift a volunteer sign-up sheet asking for individuals who wish to volunteer to have their work plan or shift modified from their current plan or shift to the opposite work plan or another shift; 2) if he does not receive a volunteer(s), he will modify the work plan or shift of the least senior unit member who is working the work plan or shift from which the Chief needs to move a unit member(s) by moving that individual(s) to the opposite work plan or another shift to meet department needs (i.e., moving the unit member's work plan from a 3/12.5 to a 4/10 or vice versa or moving the unit member's work shift to another work shift).

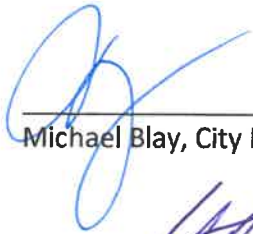
ARTICLE 31 - PREVAILING BENEFITS

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 32 - 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 Association 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.

CITY OF UPLAND



Michael Blay, City Manager

6-22-22
Date



Stephen Parker, Assistant City Manager

6/21/22
Date



Terry Doyle, Human Resources/Risk Manager

6-22-2022
Date

UPLAND POLICE MANAGEMENT ASSOCIATION



Maurice Duran, UPMA President

6/22/22
Date



Anthony Kabayan, UPMA Vice-President

6/22/22
Date

APPENDIX A

Classes included in the Upland Police Management Unit:

<u>Grade</u>	<u>Classification Title</u>
6461	POLICE CAPTAIN
5421	POLICE LIEUTENANT
5387	POLICE SERGEANT

APPENDIX B

City of Upland
 UPMA Salary Schedule
 Effective 7/1/2022

Job Description	Grade		STEP				
			1	2	3	4	5
POLICE CAPTAIN	6461	Hourly	71.46	75.03	78.78	82.72	86.86
		Monthly	12,385.89	13,005.19	13,655.45	14,338.22	15,055.13
		Yearly	148,630.70	156,062.24	163,865.34	172,058.63	180,661.56
POLICE LIEUTENANT	5421	Hourly	60.59	63.62	66.80	70.14	73.64
		Monthly	10,501.58	11,026.66	11,578.00	12,156.89	12,764.74
		Yearly	126,018.97	132,319.93	138,935.94	145,882.73	153,176.88
POLICE SERGEANT	5387	Hourly	50.19	52.70	55.33	58.10	61.01
		Monthly	8,699.59	9,134.56	9,591.29	10,070.86	10,574.40
		Yearly	104,395.02	109,614.77	115,095.53	120,850.31	126,892.83

City of Upland
 UPMA Salary Schedule
 Effective 1/1/2023

Job Description	Grade		STEP				
			1	2	3	4	5
POLICE CAPTAIN	6461	Hourly	73.24	76.91	80.75	84.79	89.03
		Monthly	12,695.54	13,330.32	13,996.83	14,696.68	15,431.51
		Yearly	152,346.47	159,963.80	167,961.97	176,360.10	185,178.10
POLICE LIEUTENANT	5421	Hourly	62.10	65.21	68.47	71.89	75.48
		Monthly	10,764.12	11,302.33	11,867.45	12,460.82	13,083.86
		Yearly	129,169.44	135,627.93	142,409.34	149,529.80	157,006.30
POLICE SERGEANT	5387	Hourly	51.44	54.02	56.72	59.55	62.53
		Monthly	8,917.08	9,362.93	9,831.08	10,322.63	10,838.76
		Yearly	107,004.90	112,355.14	117,972.92	123,871.57	130,065.15

Please note the July 1, 2022 salary schedule includes a 2.5% COLA and 2.5% equity increase.