



MEMORANDUM OF UNDERSTANDING (M.O.U.)

BETWEEN

THE CITY OF

UPLAND AND

**THE UPLAND POLICE
OFFICERS' ASSOCIATION (UPOA)**

July 1, 2023 to June 30, 2026

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UPLAND
AND
THE UPLAND POLICE OFFICERS' ASSOCIATION
JULY 1, 2023 - JUNE 30, 2026**

ARTICLE 1 - TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (M.O.U.) shall be effective July 1, 2023, and shall expire on June 30, 2026.

ARTICLE 2 - PREAMBLE

It is the intent and purpose of this M.O.U. 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 Officers' Association (hereinafter referred to as "Association").

ARTICLE 3 - MAINTENANCE OF MEMBERSHIP

The Association is the recognized employee organization for the personnel employed in the Police Department occupying the classifications of Police Officer and Police Detective/Corporal.

The City agrees to deduct association dues from the wages of all UPOA members who have filed a written authorization with the association. The City will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

UPOA agrees to enforce this provision and to indemnify and hold harmless the City, its officers and employees, from all liabilities and/or damages arising from the operation of this section.

ARTICLE 4 - MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 5 - SALARIES

A. Effective the first full pay period following MOU ratification by UPOA and approval by the City Council, the City shall issue:

- a. A one-time payment for Essential Worker Premium Pay of up to five thousand dollars (\$5,000) to each employee who has been actively employed by the City during the time period of July 1, 2022 through June 30, 2023 and remains currently employed on the scheduled payment date. The payment will be made in a separate check issued on the week following the first pay period in fiscal year 2023/2024.

These payments will be pro-rated based on the number of months employees have been employed with the City during July 1, 2022 through June 30, 2023. An employee who was hired after the 15th 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 August 16, 2022 will receive a payment of \$4,166.66 (10 months times \$416.66). 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.

B. Following MOU ratification by UPOA and City Council approval, all employees in this unit shall receive:

- a. A five percent (5%) COLA increase in base salary for all association members, effective the pay period beginning June 25, 2023
- b. A two percent (2%) COLA increase in base salary for all association members, effective the pay period beginning June 23, 2024.
- c. A two percent (2%) COLA increase in base salary for all association members, effective the pay period beginning December 8, 2024.
- d. A two percent (2%) COLA increase in base salary for all association members, effective the pay period beginning June 22, 2025.
- e. A two percent (2%) COLA increase in base salary for all association members, effective the pay period beginning December 7, 2025.

The parties to this MOU agree for future reference that the survey cities remain as the following cities: Rialto, Ontario, West Covina, Chino, Glendora, and Fontana.

ARTICLE 6 - RETIREMENT

Classic Employees:

Retirement Tier 1 - Safety Members hired before January 1, 2013, shall receive the 3% @ 55 retirement formula, highest twelve (12) month average final compensation period, the Third Level of the 1959 Survivor's Benefit, which employees agree to pay \$2.00 per month, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire twelve percent (12%) of the CalPERS employee contribution on a pre-tax basis.

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.

Pension Reform Act of 2013:

Retirement Tier 2- New Safety Members, as defined by CalPERS, hired on or after to January 1, 2013, shall receive the 2.7% @57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, which employees agree to pay \$2.00 per month, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay half the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

ARTICLE 7 - DEFERRED COMPENSATION

Effective September 1, 2019, the City will contribute \$100 per month in deferred compensation on behalf of each employee in the unit. Employees may add additional contributions voluntarily.

The City will contribute an additional two hundred and fifty dollars (\$250) per month on behalf of Police Detectives/Corporals into their deferred compensation account. The City will contribute an additional two hundred dollars (\$200) per month on behalf of Police Officers with a minimum of 15 years of continuous service with the City of Upland to their deferred compensation account.

ARTICLE 8 - HEALTH INSURANCE - 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. The City may require additional proof of alternative coverage at any time.
- 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.

BENEFITS CONTRIBUTION

The City will make available to each covered employee a monthly amount for benefits, as specified in this MOU.

- 1) Employees hired prior to March 1, 2016 will receive the maximum benefits contribution allocation:
 - Effective January 1, 2024 = \$1,500
 - Effective January 1, 2025 = \$1,700
 - Effective January 1, 2026 = \$1,900
- 2) Employees hired on or after March 1, 2016, will receive the following contributions to the plan effective January 1, 2023.

Employee Only	The amount to cover the lowest cost plans for health, dental and vision (Kaiser HSA excluded) not to exceed the maximum benefits contribution allocation as stated above.
Employee plus one	The amount to cover the lowest cost plans for health, dental and vision (Kaiser HSA excluded)

	not to exceed the maximum benefits contribution allocation as stated above.
Family	The maximum benefit of as stated above for the plan year.

The employee must pay the difference between the City's contribution and the actual premium of the plan selected, if any. The City reserves the right to change medical carriers. In the event of a change, the City agrees to meet and confer prior to any change.

Employees who were hired prior to March 1, 2016, may elect to transfer unused Cafeteria Plan funds to the deferred comp account.

Employees in the unit who elect a medical HSA may transfer unused Cafeteria Plan funds to the HSA (Health Savings Account) up to the maximum amount allowed by IRS guidelines.

Employees who waive medical coverage, dental coverage, and/or vision coverage may elect to put up to the maximum annual amount of five hundred dollars (\$500) per Section 125 guidelines in their Flexible Spending Account (FSA).

ARTICLE 9 - RETIREE HEALTH INSURANCE REIMBURSEMENT

- a. The City shall contribute monthly on behalf of each retiree the amount set forth in the table below.
- b. An additional \$45 per month allowance is provided for spouse if the spouse is covered under the retiree's insurance.
- c. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance

10 – 14 years of service	PERS statutory minimum
15 – 19 years of service	PERS statutory minimum
20 – 24 years of service	PERS statutory minimum
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 December 31, 2015.

ARTICLE 10 - RETIREE HEALTH SAVINGS ACCOUNTS

Retirement Health Savings (RHS) accounts will be established and 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 UPOA 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 (1/2 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 the RFP process.

ARTICLE 11 - LIFE INSURANCE

Effective July 1, 2019, the City shall provide all active members employees, a monthly life insurance and accidental death and dismemberment with group life insurance providing \$150,000 in basic life insurance benefits and \$150,000 in accidental death and dismemberment insurance benefits for each employee.

ARTICLE 12 -BILINGUAL PAY

The City will provide compensation in the amount of 2.5% of base salary for employees in the unit who successfully complete a fluency examination and use the language skills as part of their job function and regular duties. The fluency examination will be 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 13 - COURT STANDBY AND CALL OUT PAY

Police Officers and Detectives in such on-call status will be paid 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 Officers responding to court within one hour before a regularly scheduled work shift (i.e. as discussed by the parties for example, this includes Officers 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 time and one half (1.5) their regular rate of pay. However, Officers who were not placed on court standby but are called to court on a regularly scheduled work day before their shift begins (i.e., Officers 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 (1.5)

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 14 - EDUCATION INCENTIVE AND POST CERTIFICATE PAY

All employees in this unit will receive Education Incentive Pay in the following amounts, effective July 1, 2022:

- 2.5% of base salary for an Associate's Degree (or equiv. college units)
- OR
- 5% of base salary for a Bachelor's Degree (or equiv. college units).

All employees in this unit will receive POST Certificate Pay in the following amounts, effective July 1, 2022:

- 2.5% of base salary for an Intermediate POST Certificate
- OR
- 7.5% of base salary for an Advanced POST Certificate.

Eligible employees 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 15 - DETECTIVE STANDBY PAY

A. Detectives

Detectives shall be paid five hundred dollars (\$500) per week or receive ten (10) hours of compensatory time off (member's choice) for each week of call-out assignment, regardless of whether the employee is actually called to work or not. Standby/call-out pay will be added to the base salary of employees for the purposes of calculating overtime. Detectives on standby will be allowed to take home vehicles.

Detective Standby pay will be paid in accordance with the Detectives Standby Pay Policy, dated December 10, 2001. (Attachment C)

B. Police Officers

Police Officers who are assigned to the SIU, IMPACT, Traffic, Narcotics/Orion Team, or Personnel & Training divisions may be allowed to participate in the Detective Standby assignment.

The eligible requirements for Police Officers to be considered for Detective Standby assignment will consist of the following:

1. Three (3) years of experience as a sworn Police Officer, two (2) years must have been completed with the Upland Police Department;
2. Associates of Arts degree or equivalent (60 semester or 90 quarter) units;
3. Currently assigned to SIU, IMPACT, Traffic, or Personnel & Training divisions; and
4. A demonstrated ability to author, plan, and execute search warrants.

The selection procedure for Standby assignment for Police Officers meeting the minimum qualifications listed above will be as follows:

1. Current Detectives will receive first choice of sign-up for six (6) weeks of standby assignment;
2. Police Officers meeting the above minimum qualifications and assigned to the Detective Bureau will be next for selection of standby assignment;
3. Police Officers meeting the above minimum qualifications and assigned to SIU, IMPACT, Traffic, or Personnel & Training will be third for selection for standby assignment. These Police Officers will be allowed to sign-up one (1) week at a time, by seniority, for any remaining weeks of Detective standby.

A Police Officer on Detective Standby assignment is not eligible for overtime on patrol as it will cause the minimum coverage level to fall below standards.

A current Detective will be assigned with each Police Officer assigned to Detective Standby assignment.

ARTICLE 16 – ON-CALL PAY

Employees who are released from active duty but are required by the Chief of Police to leave notice where they can be reached and be able to return to active duty when required by the

department shall be assigned to on-call duty. While assigned to on-call duty, an employee shall be free to use the time for their own purposes.

On-call duty requires that employees so assigned shall:

1. Leave a telephone number where they can be reached or wear a communicating device;
2. Be able to respond to duty within thirty (30) minutes or a reasonable amount of time; and
3. Not consume alcoholic beverages.

Assignment of on-call duty and approval of compensation shall be made by the Chief of Police or designee based upon the needs of the City. On-call duty shall be compensated at the rate of eighty dollars (\$80) per day per On-Call Duty Assignment. Said compensation is exclusive of any other compensation and shall not count as hours worked.

Examples of On-Call Duty Assignment include, but are not limited to:

- Protest Coverage
- Special Event Coverage
- National Emergency

ARTICLE 17-HOLIDAY PAY

All employees serving in classifications covered by this MOU shall be compensated in cash for City designated holidays at the rate of 4.61 hours pay per pay period.

ARTICLE 18 - LONGEVITY PAY

Employees in the unit shall receive longevity pay as set forth below based on their years of continuous full-time sworn law enforcement service as follows:

- After 5 years – 2.5% of base salary
- After 10 years – 5% of base salary
- After 15 years – 7.5% of base salary

Eligible employees may only receive one payment of Longevity Pay, for a maximum allowable of seven-and-one-half percent (7.5%) of base salary.

For prior continuous full-time sworn law enforcement service to count towards Longevity Pay the employee must have completed probation with that agency.

ARTICLE 19 - 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 (1) 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.

Any Police Officer or Detective who uses twenty-four (24) hours or less sick time in the period from December 1st through November 30th, and has between nine hundred fifty-two (952) and one thousand (1,000) hours of accrued sick leave as of December 1st will receive \$200. 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

Unit employees 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 during a work period is counted as hours worked for overtime purposes.

ARTICLE 21 - COMPENSATORY TIME OFF

Effective January 1, 2010, employees in the unit may not accrue more than two hundred forty (240) hours of compensatory time off.

An Officer who requests to use Compensatory Time Off (CTO) will be permitted to do so pursuant to the following:

1. All requests to use CTO must be made in writing on the Request for Time Off Form. Request may not be placed in the in-box, e-mailed, or given in any other manner.
2. All requests to use CTO must be made at least three (3) days in advance of the date the officer wishes to use CTO. The Chief of Police or his designee have the authority to approve or deny any CTO request made within the three (3) day minimum requirement.
3. Officers who request to use CTO must find a replacement officer willing to work his/her shift if the request will take the shift below minimum staffing as outlined in the Police Department Policy. The Watch Commander shall also be notified of

such as part of the written request to use CTO.

4. An officer requesting to use CTO who is unable to do so because he/she cannot find a replacement for a period of one year, after the request is made, will be cashed out of the CTO he/she requested. Although the parties do not expect this will ever happen, this provision is included in the agreement to comply with the requirements of the FLSA.
5. Notwithstanding paragraphs 2 and 3 above, if an officer requests to use CTO on New Year's Eve, Easter, Halloween, Christmas Eve and on any official City Holiday as designated by the City Council the officer must find and identify thereplacement officer to work his/her shift if he/she wants to use CTO even if the shift is above minimum staffing.
6. Notwithstanding all of the foregoing, the association and the City acknowledge that there may be times when during the shift an employee may request to use comp time for the remainder of the shift. Such requests will be approved at the discretion of the Chief of Police or his/her designee providing staffing levels are appropriate and the employee's CTO does not result in an undue disruption to the department's operation.
7. The Fair Labor Standards Act (FLSA) and its regulations provide that request to use CTO shall be granted if made with reasonable notice to the employer and if not "unduly disruptive" to the agency's operations. If the association believes that it has become a practice of the Department to deny CTO to avoid payment of overtime it has the right to require that the Department meet and confer to discuss the practice.

ARTICLE 22- SPECIAL ASSIGNMENT PAY

Police Officers will receive Special Assignment Pay in the amount of five percent (5%) of base salary when assigned to the following special details: Impact Officers, Canine Officers, Motorcycle Officers, Narcotics Officers, School Resource Officers, Specialized Investigations Unit (SIU) Officer, Personnel and Training Coordinator, and Detective Lead.

Field Training Officers (FTO's) will receive Special Assignment Pay in the amount of five percent (5%) of base salary when assigned as a FTO and only while serving in that capacity.

One (1) Canine Officer will receive Special Assignment Pay in the amount of two and onehalf percent (2.5%) of base salary when assigned to the position of Lead Canine Officer. This Special Assignment Pay is not applicable to employees in the position of Corporal.

The City may designate up to ten (10) FTO's to receive a five percent (5%) increase of base salary on an on-going basis. Employees will be assigned to be FTO's as determined by the Chief of Police to ensure optimal departmental operations and an FTO on each shift.

All special assignments are assigned by the Chief of Police and are subject to shift and regularly scheduled days of being adjusted/changed based on operational necessity due to any critical incident,

special event, natural/man-made disaster, protest, crime pattern or any other incident deemed necessary to protect public safety and the health and welfare of the City. The Chief of Police will determine the length of time for each special assignment and may discontinue the assignment at any time.

ARTICLE 23 - UNIFORM ALLOWANCE

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

Effective July 1, 2022, the City agrees to pay the uniform maintenance allowance of thirty-eight dollars and forty-six cents (\$38.46) per pay period, which is equivalent to one thousand dollars (\$1,000) per fiscal year. Such payment shall be prorated for employees not working the full year.

For PERS Classic Safety employees, the City shall report to CalPERS the monetary value of uniforms in the amount of thirty-eight dollars and forty-six cents (\$38.46) per pay period.

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

Replacement of Damaged Uniforms:

Employee will be compensated for repair or replacement of uniforms (duty clothing, police jacket, shoes/boots) damaged or destroyed in the performance of their job duties. Such items will be reimbursed at reasonable replacement value. All items will be evaluated on a case-by-case basis by the employees' supervisors and/or Chief of Police.

ARTICLE 24 - SICK LEAVE

Employees in the unit earn sick leave at the rate of eight (8) 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 between January 1st and December 31st 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 1.451-1(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 covert 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 December 31st 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 cash for that calendar year.
- Payments for accrued sick leave conversion to cash shall be made by separate check two (2) times a year (first pay period in June and first pay period in November).

ARTICLE 25 - VACATION

Vacation shall accrue for employees in the unit 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	180 Hours per year

All employees may accrue vacation up to a maximum of five hundred (500) hours. Any hours over the five hundred (500) hours will automatically be cashed out on the pay period that the maximum accrual is reached.

In November of every year, employees may be paid cash in lieu of unused vacation for up to forty (40) hours of vacation if they have used at least forty (40) hours of vacation between January 1st and December 31st 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 forty (40) 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 no 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 December 31st 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 cash for that calendar year.

- Payments for accrued vacation leave conversion to cash shall be made by separate check two (2) times a year (first pay period in June and first pay period in November).

ARTICLE 26 - BEREAVEMENT LEAVE

Employees may take up to five (5) days of paid bereavement leave annually (January 1 through December 31) per occurrence in the event of a death of a qualified family member. A qualified family member includes a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or a parent-in-law. Adoptive relatives and step relatives shall count the same as relatives by birth.

An employee will be eligible for this leave after they have completed thirty (30) days of employment with the City prior to the commencement of the leave.

The five (5) days of leave do not need to be taken consecutively; they can be used intermittently. If leave is used intermittently, it must be used within three (3) months of the family member's date of death. Notification of need for such leave must comply with the City's Administrative Policy on Sick Leave.

Members may also take up to four (4) hours per year to attend funeral services for situations other than the above with Department Head approval.

ARTICLE 27 - BREAK AND MEAL PERIODS

Patrol Division will receive one 45-minute meal break and two 15-minute breaks (workload permitting) during their full shift. Although officers are subject to calls during the entire break, every effort will be made not to interfere with their meal break.

Emergency calls will be handled immediately by any unit available. If no unit is available, the officer will be called away from their break to respond.

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

Discipline:

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.

Personnel File:

Pursuant to the side letter agreement dated July 30, 2001, where the officer has not repeated similar misconduct, unit members shall have removed from his/her personnel file any internally generated and citizen generated disciplinary action at the (5) five year anniversary of the discipline.

Documents, pertaining to an "Internal Investigation" not sustained and traffic accidents contained in the official personnel file may be removed after four (4) years.

The request to remove documentation for repeated similar misconduct shall be in writing, shall state the basis for the request, and be determined by the Police Chief's discretion to remove the documentation. A decision not to remove a document which is more than five years old is not subject to the grievance procedures and is not subject to challenge by an employee.

Employees in the unit wishing to inspect his/her personnel file may do so by contacting the Human Resources Department

ARTICLE 30 – STEP INCREASES

Step increases shall not be automatic but will be contingent on an annual Performance Appraisal. No step increase shall be made to exceed the maximum rate established for the position.

Employees receiving an overall rating on their Performance Appraisal of “Meets Standards” or “Exceeds Standards” shall receive merit increases within their base salary range, as provided for below:

- Supervisors will provide employees with a Performance Appraisal by the due date provided to them by Human Resources. If Human Resources receives the Performance Appraisal prior to or on the due date, they will process the Personnel Action form for the step increase.
- Supervisors will provide employees with a Performance Appraisal by the due date provide by Human Resources. Should the supervisor fail to complete the evaluation by the due date, they will have thirty (30) days from the due date provided by Human Resources to complete. During the thirty (30) day period, the employee shall not receive the merit increase until Human Resources receives the Performance Appraisal. Once received, Human Resources will process the Personnel Action for the step increase effective the date the step increase was due.
- Should the supervisor fail to provide employee with a Performance Appraisal during the thirty (30) day period, the employee will notify Human Resources. Human Resources will confirm this information with the Department Head and will proceed to provide employee with their step increase retroactive to the date the Performance Appraisal was originally due.
- If the employee receives an overall rating of “Below Standards” the step may be denied or suspended for a maximum of three (3) months. Within the three (3) month period, the supervisor/manager must re-evaluate the employee. If the new evaluation indicates the employee overall rating is “Meets Standards”, the merit increase shall be granted, retroactive to the original merit increase date. If the employee is not re-evaluated within the three (3) month period, the employee shall be deemed to be meeting job standards and shall be granted the merit increase retroactive to the original merit increase date.

Appeal Process

An employee may appeal the content of the Performance Appraisal with an overall rating of “Below Standards” to the Department Head.

The Department Head will review the Performance Appraisal of the employee and any additional information the employee provides in support of the appeal. The Department Head will provide the employee with their decision in writing within thirty (30) calendar days of the information provided by the employee. The Department Head’s decision is final on the content and overall rating of the Performance Appraisal.

In the case where the employee reports directly to the Department Head, they may appeal to the City Manager. The City Manager’s decision on the content and overall rating of the Performance Appraisal is final.

ARTICLE 31 - 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 new work schedule will include 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. 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 12.5 hour shifts and one 10 hour shift for a total of 160 hours. The twelve 12.5 hour shifts 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 assignments, shall generally work from 7:00 a.m. to 5:00 p.m. Monday through Thursday or Tuesday through Friday. Actual shifts to be determined by Chief of Police subject to operational need.
- G. Notwithstanding the foregoing, if the Chief of Police determines that a need exists to move a bargaining unit member from one shift 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 32 - 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 M.O.U., unless mutually agreed to by both parties.

ARTICLE 33 - 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.

ACTICLE 34 - PREVENTATIVE HEALTH

Effective July 1, 2019, employees in the unit may be reimbursed up to two hundred and fifty

dollars (\$250) 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 Preventative Health Benefits.

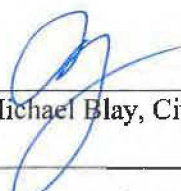


ARTICLE 35 – TUITION REIMBURSEMENT

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.


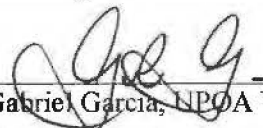
Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade "C" or better or "pass" when taken on a pass/fail basis. Approval for reimbursement must be submitted first to the Department Head prior to the employee enrolling in the class or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

CITY OF UPLAND

 _____ Michael Blay, City Manager	<u>6-14-23</u> Date
 _____ Stephen Parker, Assistant City Manager	<u>6/14/23</u> Date
 _____ Theresa Doyle, Deputy Director of Human Resources/Risk Management	<u>6-14-2023</u> Date

UPLAND POLICE OFFICERS ASSOCIATION

 _____ Chris Delaney, UPOA President	<u>6/14/23.</u> Date
 _____ Gabriel Garcia, NPOA Vice President	<u>6/1/23</u> Date

APPENDIX A

Classes included in the Upland Police Officers' Association Unit:

<u>Grade</u>	<u>Classification Title</u>
49	Police Corporal
49	Police Detective
44	Police Officer

APPENDIX B

UPOA Salary Schedule
5% Cola
Effective 6/25/2023

		STEP						
Job Description	Grade	1	2	3	4	5	6	
POLICE CORPORAL	49	Hourly	45.54	47.82	50.21	52.72	55.36	58.12
		Monthly	7,893.76	8,288.45	8,702.87	9,138.01	9,594.91	10,074.66
		Yearly	94,725.09	99,461.35	104,434.41	109,656.13	115,138.94	120,895.89
POLICE DETECTIVE	49	Hourly	45.54	47.82	50.21	52.72	55.36	58.12
		Monthly	7,893.76	8,288.45	8,702.87	9,138.01	9,594.91	10,074.66
		Yearly	94,725.09	99,461.35	104,434.41	109,656.13	115,138.94	120,895.89
POLICE OFFICER	44	Hourly	40.25	42.26	44.38	46.60	48.93	51.37
		Monthly	6,976.93	7,325.78	7,692.07	8,076.67	8,480.50	8,904.53
		Yearly	83,723.18	87,909.34	92,304.80	96,920.04	101,766.05	106,854.35

2% Cola
Effective 6/23/2024

		STEP						
Job Description	Grade	1	2	3	4	5	6	
POLICE CORPORAL	49	Hourly	46.45	48.77	51.21	53.77	56.46	59.29
		Monthly	8,051.63	8,454.21	8,876.93	9,320.77	9,786.81	10,276.15
		Yearly	96,619.59	101,450.57	106,523.10	111,849.26	117,441.72	123,313.81
POLICE DETECTIVE	49	Hourly	46.45	48.77	51.21	53.77	56.46	59.29
		Monthly	8,051.63	8,454.21	8,876.93	9,320.77	9,786.81	10,276.15
		Yearly	96,619.59	101,450.57	106,523.10	111,849.26	117,441.72	123,313.81
POLICE OFFICER	44	Hourly	41.06	43.11	45.26	47.53	49.90	52.40
		Monthly	7,116.47	7,472.29	7,845.91	8,238.20	8,650.11	9,082.62
		Yearly	85,397.64	89,667.52	94,150.90	98,858.45	103,801.37	108,991.44

2% Cola
Effective 12/08/2024

		STEP						
Job Description	Grade	1	2	3	4	5	6	
POLICE CORPORAL	49	Hourly	47.38	49.75	52.24	54.85	57.59	60.47
		Monthly	8,212.67	8,623.30	9,054.46	9,507.19	9,982.55	10,481.67
		Yearly	98,551.99	103,479.59	108,653.56	114,086.24	119,790.55	125,780.08
POLICE DETECTIVE	49	Hourly	47.38	49.75	52.24	54.85	57.59	60.47
		Monthly	8,212.67	8,623.30	9,054.46	9,507.19	9,982.55	10,481.67
		Yearly	98,551.99	103,479.59	108,653.56	114,086.24	119,790.55	125,780.08
POLICE OFFICER	44	Hourly	41.88	43.97	46.17	48.48	50.90	53.45
		Monthly	7,258.80	7,621.74	8,002.83	8,402.97	8,823.12	9,264.27
		Yearly	87,105.60	91,460.87	96,033.92	100,835.61	105,877.40	111,171.27

2% Cola
Effective 6/22/2025

		STEP						
Job Description	Grade	1	2	3	4	5	6	
POLICE CORPORAL	49	Hourly	48.33	50.74	53.28	55.95	58.74	61.68
		Monthly	8,376.92	8,795.76	9,235.55	9,697.33	10,182.20	10,691.31
		Yearly	100,523.03	105,549.18	110,826.64	116,367.97	122,186.37	128,295.68
POLICE DETECTIVE	49	Hourly	48.33	50.74	53.28	55.95	58.74	61.68
		Monthly	8,376.92	8,795.76	9,235.55	9,697.33	10,182.20	10,691.31
		Yearly	100,523.03	105,549.18	110,826.64	116,367.97	122,186.37	128,295.68
POLICE OFFICER	44	Hourly	42.72	44.85	47.09	49.45	51.92	54.52
		Monthly	7,403.98	7,774.17	8,162.88	8,571.03	8,999.58	9,449.56
		Yearly	88,847.71	93,290.09	97,954.60	102,852.33	107,994.94	113,394.69

2% Cola
Effective 12/7/2025

		STEP						
Job Description	Grade	1	2	3	4	5	6	
POLICE CORPORAL	49	Hourly	49.29	51.76	54.35	57.07	59.92	62.91
		Monthly	8,544.46	8,971.68	9,420.26	9,891.28	10,385.84	10,905.13
		Yearly	102,533.49	107,660.16	113,043.17	118,695.33	124,630.09	130,861.60
POLICE DETECTIVE	49	Hourly	49.29	51.76	54.35	57.07	59.92	62.91
		Monthly	8,544.46	8,971.68	9,420.26	9,891.28	10,385.84	10,905.13
		Yearly	102,533.49	107,660.16	113,043.17	118,695.33	124,630.09	130,861.60
POLICE OFFICER	44	Hourly	43.57	45.75	48.04	50.44	52.96	55.61
		Monthly	7,552.06	7,929.66	8,326.14	8,742.45	9,179.57	9,638.55
		Yearly	90,624.66	95,155.89	99,913.69	104,909.37	110,154.84	115,662.58

APPENDIX C

**AGREEMENT BETWEEN THE CITY OF UPLAND
AND
THE UPLAND POLICE OFFICERS ASSOCIATION**

DETECTIVES STANDBY PAY POLICY

December 10, 2001

After meeting and conferring in good faith, the City of Upland (hereinafter "City") and the Upland Police Officers Association (hereinafter UPOA) agree to the following as an amendment to the presently existing Memorandum of Understanding between the parties:

1. The parties acknowledge that this policy addresses what is known as uncontrolled FLSA standby time. The parties agree that the time spent on stand-by by the detectives is not hours worked unless a detective receives a call to respond.
2. Two detectives will be on-call (i.e., standby) for an entire week, one week at a time, the week consisting of Tuesday through Monday, for the hours between a detective's normal shift end time through the detective's beginning of shift on the next regularly scheduled work day.
3. Once contacted by a supervisor for call-out, the detective will advise the supervisor of his/her approximate response time, understanding that the detective's response to the station or assignment location shall be reasonable and without undue delay. Although it is expected that most detectives living locally will be able to respond back to the station within 45 minutes of receiving a call, due to the fact that some detectives have a longer drive than others, may not be home when a call to respond is received or may need to shower if a call is received in the middle of the night, detectives responding to a call will have up to a maximum of one hour and 30 minutes to respond to a call. In addition, if a detective will be unable to respond within an hour and 30 minutes, he/she must call while on route to his/her supervisor and provide a reasonable explanation as to the reason and estimated time of arrival.
4.
 - a. The department will provide detectives on standby with cellular phones and pagers so that they can be reached quickly and be able to discuss promptly the nature of the call-out.
 - b. The supervisor shall page the detective on his/her department-issued pager. The employee will then respond from wherever he/she is located by cellular or regular telephone.
5. Detectives shall respond to any page or cell phone message within ten minutes of its receipt on the pager or cell phone. The supervisor shall leave a cell phone or telephone number where he/she can be reached (other than a pager.)

6. Detectives cannot consume alcoholic beverage during the standby week.
 7. Detectives have the ability to trade on-call shifts with other detectives with supervisor approval. The supervisor shall not unreasonably withhold approval of a trade request. A supervisor's denial of a trade request shall be set forth in writing, including articulating the reason for such denial of the requested shift trade.
 8.
 - a. The department shall post a sign-up roster consisting of a twenty-six (26) week calendar with two (2) slots per week beginning each Tuesday.
 - b. Detectives shall sign up by seniority established by time in grade as a detective, with ties broken by date of hire with the Police Department. All detectives, except for a detective working in an undercover assignment, are subject to this policy and shall be eligible for sign-up.
 - c. The sign-up schedule with two open lines for each week shall be posted for a three-week period prior to the beginning of the on-call period covered by the calendar. Employees shall have two weeks to sign up by seniority. A sergeant will ensure that sign-ups will occur in seniority order. The detectives may initially sign up for as many as six (6) on call shifts over the 26 week period, with no more than three (3) weeks in a row at any given time. Afterwards, the Chief of Police or designee will have one week to review the calendar and fill open slots at his discretion first utilizing detectives who have not signed up.
 - d. The department cannot scratch a detective from the call-out calendar without the detective's permission, unless that employee has worked three consecutive on-call shifts (three weeks), was called out more than two times during a call-out week, in which case the slot may be opened or was subject to a disciplinary suspension during the particular week signed up for by the detective. Any such slots opened during the twenty-six calendar week period shall be posted again for volunteers. If none, then the slot-filling process above will be repeated. Nothing prohibits a detective from requesting he/she be taken off-call due to tiredness or illness from working extensive overtime or constantly being called out.
 - e. If both on-call detectives have been called out, other detectives may be ordered to respond by supervision, in which cases those detectives get paid portal-to-portal.
 9.
 - a. On-call (weekly) shifts may be adjusted if the detective on stand-by under this policy cannot respond within the time set forth above due to illness, training, court, or being out of town on department business (other than due to being called out). In such circumstances, the employee first will be given an opportunity to switch with another detective. If a switch cannot be made, the department may either: 1)
-

assign another employee to cover the shift, (by utilizing the provisions of Section 8 above) which employee assigned to cover an on-call shift will receive call-out pay for the week; or 2) not assign another detective for the weekly on-call shift.

- b. An employee must notify his/her supervisor as soon as that employee knows of the inability to be on call for his/her shift.
 - c. A detective unable to complete his call-out period due to personal reasons (e.g., illness, family leave or bereavement) shall be entitled to receive pay pursuant to this policy for the number of days in the week he/she was on standby. For example, if a detective completes three days of the seven day standby period, he/she would be entitled to 3/7 of the weekly standby pay. The replacing employee (if the Department chooses to use a replacing employee) would receive the remainder of the standby pay compensation. Employees who are unable to complete their call-out period must, as soon as possible, relinquish the detective call-out car to the employee assigned to replace him or her. This provision does not apply if a detective cannot complete his/her call-out period because of job related reasons (e.g., training or court). In that situation, the employee will receive his/her full compensation for the call-out period even if the Department requires another detective to be on-call.
10. Detectives shall be paid \$260 per week for each week of call-out assignment, regardless of whether the employee is actually called to work or not. The weekly call-out pay shall increase on January 1, 2003 to \$280 per week and increase on January 1, 2004 to \$300 per week.
- 11 Standby/call-out pay will be added to the base salary of employees for purposes of calculating overtime.
12. The department is to provide to detectives on call a detective unit with, at a minimum, a two-way radio, red light and siren to take home during the period of time while standby. The detective's unit cannot be used to transport passengers and can only be driven for personal use if the officer will be at a location while on standby which is more than 10 miles from his/her home and is closer to the Upland Police Department than his/her home. If, for some reason, a detective is not provided with a take-home unit, he/she will be paid portal-to-portal if called out. Travel time from the detective's home (or other point of departure following supervisor contact if the detective's location is closer to the City limits than his home) shall be compensated as overtime should the detective be directed to a call-out assignment more than 25 miles from the Upland City limits. Otherwise, travel time is not compensable as time worked, unless, as provided herein, the detective is entitled to be paid portal-to-portal.

This Agreement is subject to ratification by the membership of the Upland Police Officers' Association and adoption by the City Council of the City of Upland.

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Sent By: Lackie & Danneier LLP;

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Dec-7-01 5:18PM;
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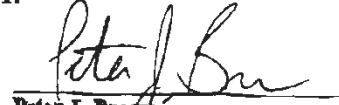
Page 2/2

PAGE 05

This Agreement is subject to ratification by the membership of the Upland Police Officers' Association and adoption by the City Council of the City of Upland.

Agreed and approved this 7 day of December, 2001.


Michael Lackie
Legal Counsel and Chief Negotiator
For Upland Police Officers' Association


Peter J. Brown
Legal Counsel and Chief Negotiator
For City of Upland Police
Department

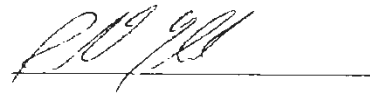
Representative for Upland Police
Officers' Association

Jane E. Flemer
Human Resources Manager for
the City of Upland

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Agreed and approved this 10th day of December, 2001.

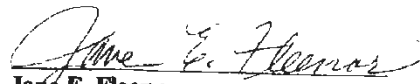
Michael Lackie
Legal Counsel and Chief Negotiator
For Upland Police Officers' Association



Representative for Upland Police
Officers' Association

76328

Peter J. Brown
Legal Counsel and Chief Negotiator
For City of Upland Police
Department



Jane E. Fleenor
Human Resources Manager for
the City of Upland