

**SIDE LETTER AGREEMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF UPLAND AND THE UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION**

June 27, 2024

WHEREAS the City of Upland (“City”) and the Upland Mid-Management Employees Association (“Association”) have entered into a Memorandum of Understanding (MOU) covering the period of July 1, 2023 through June 30, 2027.

WHEREAS the MOU provides that there shall be no changes in wages, hours and working conditions during its term without the mutual consent of the parties.

WHEREAS the Parties have informally met, discussed, and agreed to certification training pay for additional certifications/licenses earned above and beyond those required at the time of hire for designated classifications.

NOW, THEREFORE, THE PARTIES do hereby agree as follows:

1. This side letter shall amend the wages, hours and other terms and conditions of employment set forth in the current MOU between the parties only to the extent specifically set forth herein. All other wages, hours and other terms and conditions of employment shall remain in full force and effect, and unaffected by this Agreement, unless specifically modified in a subsequent written Agreement by the parties.
2. Article 22 – Certification Training Pay allows for listed classifications to receive pay for additional certifications/licenses earned above and beyond those required at the time of hire. Eligible employees will receive 5% for each certification listed in their assigned classification, above and beyond those required at the time of hired, up to a maximum of 10%, in accordance with the following chart:

<i>Classification</i>	<i>Required at Hire</i>	<i>Required Within 12 months</i>		<i>Certifications Eligible for Certification Pay- 5% increase for each</i>
Associate Engineer	Professional Engineer (PE) License	N/A		Professional Engineer (PE) License
Associate Planner Planning Manager Senior Planner	N/A	N/A		American Institute of Certified Planners (AICP) Certification
Chief Water Treatment Operator	Grade III (T-3) Water Treatment Operator	Grade IV (T-4) Water Treatment Operator		D5 and T-5 (Max 10%)

	Certificate and Grade III (C-3) Water Distribution Operator Certificate	Certificate and Grade IV (D-4) Water Distribution Operator Certificate		
Operations Supervisor	N/A	N/A		International Society of Arboriculture Credential
Utility System Supervisor	Grade III (D-3) Water Distribution Operator Certificate	Grade I (T-1) Water Treatment Operator Certificate and Grade IV (D-4) Water Distribution Operator Certificate		D5 (Max 5%) and Collections 1-4 (Max 5%) for total of(Max 10%)

3. Negotiations concluded in May 2023 with the Association and since that time the City has created an additional classification of Utility System Supervisor – Sewer/Storm Drain which also requires certifications that are necessary to City operations. The City and Association have agreed to include an additional line to the chart to read as follows:

Classification	Required at Hire	Required Within 12 months	Certifications Eligible for Certification Pay-5% increase for each
Utility System Supervisor- Sewer/Storm Drain	Grade III (C-3) Collections and Grade I (D-1) Water Distribution Operator Certificate	Grade IV (C-4) Collections	D2-D5 (5%) or T1-T5 (5%) (Max 10%) May only earn 5% per certification in each area. Example D2 = 5% and T3 = 5% Total 10%.

In addition, the current chart will be amended to reflect:

Utility System Supervisor - <u>Water</u>	Grade III (D-3) Water Distribution Operator Certificate	Grade I (T-1) Water Treatment Operator Certificate and Grade IV (D-4) Water Distribution Operator Certificate	D5 (Max 5%) and Collections 1-4 (Max 5%) for total of(Max 10%)
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4. The City will retroactively pay certification pay to the one (1) employee in the position of Utility System Supervisor-Sewer Storm/Drain who was hired prior to adoption of this Side Letter taking effect.
5. Effective upon ratification by the Board of the Association and adoption by the City Council the City shall pay the certification training pay to the classifications detailed above.
6. This Agreement represents all terms negotiated and agreed upon by the Parties related to the payment of certification pay. All parties understand and acknowledge that there are no other agreements between them (oral, implied, or written), other than as written here or as contained in the continuing terms and conditions of their employment set forth in the MOU between UMMEA and the City.
7. Upon renewal of the MOU between the parties, this language shall become part of the MOU.

CITY OF UPLAND

UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION

Dated: 7-15-2024

Dated: _____

By: Michael Blay
City Manager
City of Upland

By: Bob Critchfield
President, UMMEA

Terry Doyle
By: Terry Doyle
Deputy Director of Human Resources/Risk Management
City of Upland

4. The City will retroactively pay certification pay to the one (1) employee in the position of Utility System Supervisor-Sewer Storm/Drain who was hired prior to adoption of this Side Letter taking effect.
5. Effective upon ratification by the Board of the Association and adoption by the City Council the City shall pay the certification training pay to the classifications detailed above.
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7. Upon renewal of the MOU between the parties, this language shall become part of the MOU.

CITY OF UPLAND

UPLAND MID-MANAGEMENT EMPLOYEES
ASSOCIATION

Dated: _____

Dated: 7/24/2024

By: Michael Blay
City Manager
City of Upland



By: Bob Critchfield
President, UMMEA

By: Terry Doyle
Deputy Director of Human Resources/Risk Management
City of Upland