



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF UPLAND

AND

THE UPLAND POLICE MANAGEMENT ASSOCIATION

July 1, 2023 to June 30, 2027

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UPLAND
AND
THE UPLAND POLICE MANAGEMENT ASSOCIATION
July 1, 2023 – JUNE 30, 2027**

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, 2023, and shall expire on June 30, 2027.

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

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 June 25, 2023, following MOU ratification by UPMA and City Council approval, the benchmark of positions in this unit shall be as follows:

Police Sergeant:

The City will benchmark the top step (Step 6) of Police Sergeant at least 9 ranges (or approximately 25%) above the top step (Step 6) of Police Corporal/Detective.

Police Lieutenant:

The City will benchmark the top step (Step 6) of Police Lieutenant at least 9 ranges (or approximately 25%) above the top step (Step 6) of Police Sergeant.

Police Captain:

The City will benchmark the top step (Step 6) of Police Captain at least 6 ranges (or approximately 16%) above the top step (Step 6) of Police Lieutenant.

If the ranges drop more than 2% below the difference between ranks, (23% or lower for Police Sergeant and Lieutenant and 14% or lower for Police Captain) the City and the Association will meet and confer on adjusting the ranges.

2. The City will issue 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 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 2023/2024. The parties agree that the one-time distribution shall not be pensionable.
3. 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

- 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 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

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.

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).

No cash-in-lieu will be allowed effective January 1, 2020.

ARTICLE 9 – RETIREE HEALTH INSURANCE REIMBURSEMENT

The City will provide retiree health insurance reimbursement in accordance with the following schedule for employees who retire from the City, have health insurance and are paying a premium which exceeds these amounts. An additional \$45 per month allowance is provided for a spouse if the spouse is covered under the employees insurance.

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 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 service or disability retirement, all UPMA members shall:

1. 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

Employees in the unit may be reimbursed up to two hundred and fifty dollars (\$250) 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 two- and one-half percent (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 – STANDBY PAY

COURT STANDBY PAY

Police Sergeant and Lieutenants who are placed on court standby will be compensated two- and one-half (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 workday 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.

SERGEANT STANDBY PAY

Sergeants shall receive ten (10) hours of compensatory time per week of call-out assignment, regardless of whether the employee has been called to work or not. Standby/call-out pay will be added to the base salary of employees for the purposes of calculating overtime.

Standby Pay is limited to one (1) Sergeant per week.

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 ten (10) hours unless otherwise noted.

If the holiday falls on a Friday or Saturday, Thursday shall be designated as the official holiday and if the holiday falls on Sunday, Monday shall be designated as the official holiday.

Police Lieutenants shall receive ten (10) hours of Floating Holiday annually. Floating holiday hours must be used during the calendar year or they will be automatically cashed out on the pay date in January that covers the final pay period in December.

Police Captains shall receive 32 hours of Floating Holiday annually. Floating holiday hours must be used during the calendar year or they will be automatically cashed out on the pay date in January that covers the final pay period in December.

ARTICLE 16 - LONGEVITY PAY

Effective July 1, 2023:

Employees in the unit with five (5) years or more of continuous sworn police service will receive a two- and one-half percent (2.5%) increase in base salary.

Employees in the unit with ten (10) years or more of continuous sworn police service will receive an additional two- and one-half percent (2.5%) increase in base salary, for a total of five percent (5%) longevity pay.

Employees in the unit with fifteen (15) years or more of continuous sworn police 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.

Employees who join the unit from the POA shall be eligible to utilize all prior continuous full-time sworn law enforcement years of service towards longevity. For prior continuous full-time sworn law enforcement service to count towards Longevity Pay the employee must have completed probation with that agency. Any employee who joins the unit from outside the City or POA shall not have their sworn years of service count towards longevity.

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, 2023:

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, 2023:

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

OR

Seven- and one-half percent (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 fifteen percent (15%) of base salary.

3) POST Certificate Pay in the following amounts, effective July 1, 2024:

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

OR

Seven- and one-half percent (7.5%) of base salary for an Advanced POST Certificate.

OR

Twelve- and one-half percent (12.5%) of base salary for a Management POST Certificate.

Effective July 1, 2024, eligible employees may only receive one payment amount within each category of Incentive Pay, to a maximum allowable of twenty percent (20%) of base salary.

4) POST Certificate Pay in the following amounts, effective July 1, 2025:

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

OR

Seven- and one-half percent (7.5%) of base salary for an Advanced POST Certificate.

OR

Ten percent (10%) of base salary for a Supervisory POST Certificate.

OR

Fifteen percent (15%) of base salary for a Management POST Certificate.

Effective July 1, 2025, eligible employees may only receive one payment amount within each category of Incentive Pay, to a maximum allowable of twenty-two and a half percent (22.5%) 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.

Effective July 1, 2024, this section will not apply to Police Lieutenants as they will be classified as exempt employees and will no longer be eligible for overtime hours, except any overtime hours worked by Police Lieutenants where the City is reimbursed by an outside party for the overtime hours (such as OTS Grants), shall be eligible for overtime pay.

Lieutenants may work overtime in positions traditionally worked by sergeants (e.g., patrol supervisor, watch commander, special events, etc.). Lieutenants will be entitled to overtime pay only when:

- a) they are working in a position traditionally worked by sergeants, and
- b) they are working during a period when they are not regularly scheduled to work their current assignments (e.g., on a day off, on vacation, before or after they have completed their regularly assigned work shift, etc.).

Overtime shall be paid at the rate of one and one half (1 ½) times the member's regular rate of pay.

ARTICLE 21 – COMPENSATORY TIME OFF

Unit members 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 assigned to patrol who request to use compensatory time off, shall provide the name of a replacement prior to the granting of the request for compensatory time off.

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.

Effective July 1, 2023, 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:

Employees will be compensated for repair or replacement of uniforms 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 the Chief of Police.

- a. Duty clothing, police jacket, shoes/boots -- replacement cost.

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 November).

ARTICLE 24 - VACATION

Vacation shall accrue for Police Sergeants, Lieutenants, and 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 – 10 Years of service	152 Hours per year
11 – 13 Years of service	160 Hours per year
14 – 15 Years of service	168 Hours per year
16 + 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.

ARTICLE 25 – VACATION BUYBACK

In November of every year, employees may be paid cash in lieu of unused vacation for up to sixty (60) hours of vacation if they have used at least forty (40) hours of vacation between January 1st of the prior year 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 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 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 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 November).

ARTICLE 26 - BEREAVEMENT LEAVE

Employees may use up to five (5) days of paid bereavement leave annually (January 1 – 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.

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.

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 - EXECUTIVE LEAVE

Police Sergeants receive twenty (20) hours of Executive Leave annually. Effective January 1, 2024, Police Lieutenants and Police Captains shall receive fifty (50) hours of executive leave annually. Executive leave that is not used by December will automatically be cashed out on the pay date in January that covers the final pay period 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

Disciplinary records for employees shall be maintained in accordance with Penal Code Section 832.5.

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 - STEP INCREASES

1. 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 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 Performance Appraisal by the due date provided 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.

2. 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

The work schedule includes the following elements:

- A. Sergeants assigned to patrol will work a 3/12 schedule.
- B. Sergeants assigned to special assignments, i.e., Detective Bureau, Special Services, Administration and Training will work a 4-10 schedule.
- 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 shall be allowed a paid 45 minute lunch break.
- E. Bargaining unit members shall sign up by seniority, unrestricted; 2) bargaining unit members assigned to special assignments, i.e., Detective Bureau, Special Services, Administration, Training and Division Commanders, will typically work from 7:00 a.m. to 5:00 p.m. Monday through Thursday.
- F. Notwithstanding the foregoing, if the Chief of Police determines that a need exists to move a bargaining unit member from one shift to another (e.g., day shift to night shift) to meet minimum staffing and/or emergency needs, they will do the following: 1) They 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 they don't receive a volunteer(s), they will modify the shift of the least senior unit member who is working the shift from which the Chief needs to move a unit member(s) by moving that individual(s) to another shift to meet department needs (i.e. 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 MOU, 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.

CITY OF UPLAND



Michael Blay, City Manager

6-13-23

Date



Stephen Parker, Assistant City Manager

6/13/23

Date




Terry Doyle, Deputy Director of
Human Resources/Risk Management

6-5-23

Date

UPLAND POLICE MANAGEMENT ASSOCIATION



Maurice Duran, UPMA President

6/12/2023

Date



Anthony Kabayan, UPMA Vice-President

6/12/2023

Date

APPENDIX A

Classes included in the Upland Police Management Unit:

<u>Range</u>	<u>Classification Title</u>
73	POLICE CAPTAIN
67	POLICE LIEUTENANT
58	POLICE SERGEANT

APPENDIX B

City of Upland
 UPMA Salary Schedule
 Effective 6/25/2023

Job Description	Grade		STEP					
			1	2	3	4	5	6
POLICE CAPTAIN	73	Hourly	82.37	86.49	90.81	95.35	100.12	105.13
		Monthly	14,277.64	14,991.53	15,741.10	16,528.16	17,354.57	18,222.29
		Yearly	171,331.73	179,898.32	188,893.23	198,337.90	208,254.79	218,667.53
POLICE LIEUTENANT	67	Hourly	71.03	74.58	78.31	82.22	86.34	90.65
		Monthly	12,311.57	12,927.15	13,573.50	14,252.18	14,964.79	15,713.03
		Yearly	147,738.82	155,125.76	162,882.04	171,026.15	179,577.45	188,556.33
POLICE SERGEANT	58	Hourly	56.87	59.72	62.70	65.84	69.13	72.59
		Monthly	9,858.22	10,351.13	10,868.69	11,412.12	11,982.73	12,581.87
		Yearly	118,298.66	124,213.59	130,424.27	136,945.49	143,792.76	150,982.40

City of Upland
 UPMA Salary Schedule
 Effective 6/23/2024

Job Description	Grade		STEP					
			1	2	3	4	5	6
POLICE CAPTAIN	73	Hourly	84.02	88.22	92.63	97.26	102.12	107.23
		Monthly	14,563.20	15,291.36	16,055.92	16,858.72	17,701.66	18,586.74
		Yearly	174,758.37	183,496.29	192,671.10	202,304.65	212,419.89	223,040.88
POLICE LIEUTENANT	67	Hourly	72.45	76.07	79.87	83.87	88.06	92.47
		Monthly	12,557.80	13,185.69	13,844.97	14,537.22	15,264.08	16,027.29
		Yearly	150,693.59	158,228.27	166,139.69	174,446.67	183,169.00	192,327.45
POLICE SERGEANT	58	Hourly	58.01	60.91	63.96	67.16	70.51	74.04
		Monthly	10,055.39	10,558.16	11,086.06	11,640.37	12,222.38	12,833.50
		Yearly	120,664.63	126,697.86	133,032.76	139,684.40	146,668.62	154,002.05

City of Upland
UPMA Salary Schedule
Effective 12/8/2024

Job Description	Grade		STEP					
			1	2	3	4	5	6
POLICE CAPTAIN	73	Hourly	85.70	89.98	94.48	99.21	104.17	109.38
		Monthly	14,854.46	15,597.18	16,377.04	17,195.90	18,055.69	18,958.47
		Yearly	178,253.53	187,166.21	196,524.52	206,350.75	216,668.28	227,501.70
POLICE LIEUTENANT	67	Hourly	73.90	77.59	81.47	85.55	89.82	94.31
		Monthly	12,808.96	13,449.40	14,121.87	14,827.97	15,569.37	16,347.83
		Yearly	153,707.46	161,392.84	169,462.48	177,935.60	186,832.38	196,174.00
POLICE SERGEANT	58	Hourly	59.17	62.13	65.24	68.50	71.92	75.52
		Monthly	10,256.49	10,769.32	11,307.78	11,873.17	12,466.83	13,090.17
		Yearly	123,077.93	129,231.82	135,693.41	142,478.08	149,601.99	157,082.09

City of Upland
UPMA Salary Schedule
Effective 6/22/2025

Job Description	Grade		STEP					
			1	2	3	4	5	6
POLICE CAPTAIN	73	Hourly	87.41	91.78	96.37	101.19	106.25	111.56
		Monthly	15,151.55	15,909.13	16,704.58	17,539.81	18,416.80	19,337.64
		Yearly	181,818.60	190,909.54	200,455.01	210,477.76	221,001.65	232,051.73
POLICE LIEUTENANT	67	Hourly	75.38	79.14	83.10	87.26	91.62	96.20
		Monthly	13,065.13	13,718.39	14,404.31	15,124.53	15,880.75	16,674.79
		Yearly	156,781.61	164,620.69	172,851.73	181,494.31	190,569.03	200,097.48
POLICE SERGEANT	58	Hourly	60.36	63.37	66.54	69.87	73.36	77.03
		Monthly	10,461.62	10,984.70	11,533.94	12,110.64	12,716.17	13,351.98
		Yearly	125,539.48	131,816.46	138,407.28	145,327.65	152,594.03	160,223.73

City of Upland
 UPMA Salary Schedule
 Effective 12/07/2025

Job Description	Grade		STEP					
			1	2	3	4	5	6
POLICE CAPTAIN	73	Hourly	89.16	93.62	98.30	103.22	108.38	113.79
		Monthly	15,454.58	16,227.31	17,038.68	17,890.61	18,785.14	19,724.40
		Yearly	185,454.98	194,727.73	204,464.11	214,687.32	225,421.68	236,692.77
POLICE LIEUTENANT	67	Hourly	76.88	80.73	84.76	89.00	93.45	98.12
		Monthly	13,326.44	13,992.76	14,692.40	15,427.02	16,198.37	17,008.29
		Yearly	159,917.25	167,913.11	176,308.76	185,124.20	194,380.41	204,099.43
POLICE SERGEANT	58	Hourly	61.56	64.64	67.87	71.27	74.83	78.57
		Monthly	10,670.86	11,204.40	11,764.62	12,352.85	12,970.49	13,619.02
		Yearly	128,050.27	134,452.79	141,175.43	148,234.20	155,645.91	163,428.20

Please note the salary schedule for the 4th year of the MOU will be determined once negotiations with the Upland Police Officers Association have been completed.