

**SIDE LETTER AGREEMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF UPLAND AND THE UPLAND POLICE MANAGEMENT ASSOCIATION**

January 17, 2023

WHEREAS the City of Upland ("City") and the Upland Police Management Association ("Association") have entered into a Memorandum of Understanding (MOU) covering the period of July 1, 2022, through June 30, 2023.

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 the creation of an Employee Referral Bonus Program.

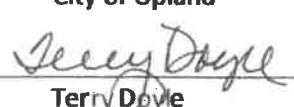
NOW, THEREFORE, THE PARTIES do hereby agree as follows:

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. The City will create an Employee Referral Bonus Program effective December 1, 2022. The City will offer a bonus for referrals for new hires in the classifications of Police Officer (lateral), Police Dispatcher II, and Maintenance Worker II.
3. The bonus offered to employees who refer a new hire is listed below:
 - a. Police Officer (lateral) - \$5,000 (five thousand dollars)
 - b. Police Dispatcher II - \$2,500 (twenty-five hundred dollars)
 - c. Maintenance Worker II - \$1,500 (fifteen hundred dollars)
 - i. Maintenance Worker II candidates must have a minimum of three (3) years increasingly responsible skilled experience in public works related construction work. Public and/or private sector experience can be considered. This experience can include, but is not limited to: construction, maintenance, and servicing of City streets, parks, trees, landscaping, park facilities, sewer and storm drain collection systems and equipment.
4. Employees are eligible to receive the referral bonus until all vacancies in any of the agreed upon classifications are filled. Once all vacancies are filled the program will be temporarily suspended until there are vacancies to fill.
 - a. Example: A current Custodian employee refers a Police Officer (lateral) candidate to the City and is successful in being hired, the referring employee will receive \$5,000.
 - b. Example: A current Police Dispatcher II employee refers a Maintenance Worker II candidate to the City and is successful in being hired, the referring employee will receive \$1,500.

5. The new hire must list the name of the current City of Upland employee on the job application at the time they apply. Only one (1) current City of Upland employee may be listed as the referring employee.
6. The referral bonus will be paid as follows:
 - a. The pay period immediately following the start of the new hire, the referring employee will receive half of the referral bonus (\$2,500 for Police Officer lateral; \$1,250 for Police Dispatcher II; and \$750 for Maintenance Worker)
 - b. The pay period immediately following the completion of probation of the new hire, the referring employee will receive the second half of the referral bonus (\$2,500 for Police Officer lateral; \$1,250 for Police Dispatcher II; and \$750 for Maintenance Worker)
 - i. In the event the newly hired employee does not meet their probationary requirements, the referring employee will not receive the second half of the referral bonus payment.
7. Human Resources employees are not eligible to participate in the Employee Referral Bonus Program. Police department personnel who are assigned to or oversee the Personnel & Training unit are ineligible to receive the bonus for job classifications that are assigned to the police department, as listed on the "Department" portion of the job postings.
8. The City Manager has the discretion to discontinue the Employee Referral Bonus Program at any time or change the job classifications eligible for the program based on the needs of the City.
9. Should the City choose to discontinue the Employee Referral Bonus Program, the City will provide the Association with thirty (30) days' notice, so the Association may request to meet and confer over the change in classifications or discontinuation of the program.
10. This Agreement represents all terms negotiated and agreed upon by the Parties related to Employee Referral Bonus Program. 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 UPMA and the City.

CITY OF UPLAND
Dated: 1-23-23

By: 
Michael Blay
City Manager
City of Upland

By: 
Terry Doyle
Human Resources/Risk Manager
City of Upland

UPLAND POLICE MANAGEMENT ASSOCIATION
Dated: 1/19/2023

By: 
Maurice Duran
President
UPMA