M E M O R A N D U M O F U N D E R S T A N D I N G (M.O.U.)

BETWEEN

THE CITY OF UPLAND

AND

THE UPLAND GENERAL EMPLOYEES UNIT, REPRESENTED BY THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION (SBPEA)

July 1, 2012 to June 30, 2013

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF UPLAND AND THE UPLAND GENERAL EMPLOYEES UNIT, REPRESENTED BY THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION (SBPEA) JULY 1, 2012 – JUNE 30, 2013

ARTICLE 1 – PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter known as MOU) is made and entered into by and between the City of Upland (hereinafter referred to as CITY) and the San Bernardino Public Employees Association (hereinafter referred to "Union").

ARTICLE 2 – RECOGNITION

The City hereby formally recognizes the Union as the representative for those employees in the General Employees Unit.

Recognition is granted for the purpose of meeting and conferring on wages, hours, terms and conditions of employment and general representation of employees in this unit.

This Memorandum of Understanding shall contain all of the covenants, stipulations, and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment, not covered in this Memorandum of Understanding, are covered by existing ordinances, resolutions, policies and practices of the City, as well as the Merit System Rules and Regulations presently in effect.

ARTICLE 3 - DEFINITIONS

Bargaining Unit: The term "bargaining unit" as used in this MOU refers to the General Employees Unit.

Calendar Year: The term "calendar year" as used in this MOU refers to the period of twelve (12) consecutive months commencing on July 1 and ending on June 30.

Day: The term "day" as used in this MOU refers to a calendar day, unless specified otherwise.

Emergency: The term "emergency" as used in this MOU means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

Part-Time Employee: The term "part-time employee" as used in this MOU refers to: A. Regular Part-Time Employee: The term "regular part-time employee" as used in this MOU refers to an employee who is salaried, receives benefits according to salary, and whose position is budgeted at less than full time.

Seniority: For the purpose of this MOU, "seniority" shall be determined by length of continuous service within the City. The determination of seniority shall not be affected by sick leave, vacation or other authorized leaves of absences.

Seniority within classification: will be considered for purposes of scheduling vacations, shift assignments, transfers, overtime and whenever specifically designated within the existing provisions. Such seniority will prevail when all other factors are not significantly different. "All other factors" is defined as qualifications, skills, reliability and safety. It is not the intent of this provision to permit the bumping of less senior employees by more senior employees after an initial schedule is established.

Working Day: shall mean the usual and customary length of an employees work schedule on a given day.

ARTICLE 4 - MANAGEMENT RIGHTS

The rights of the CITY include, but are not limited to the exclusive right to:

Determine the mission of its constituent departments, commissions and boards; Set standards of service; Determine the procedure and standards for employment and promotion; Direct its employees; Relieve its employees from duty because of lack of work or for other lawful reasons; Maintain efficiency of government 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; To discharge, suspend, demote, reprimand, withhold salary increases or otherwise discipline employees for cause; To establish employee performance standards, including, but not limited to, quality and quantity standards and to require compliance.

There are no provisions in this MOU that shall be deemed to limit or curtail the City in exercising its rights, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights.

Where required by law, the City agrees, prior to implementation, to meet and confer with the Union concerning the exercise of a City right upon wages, hours and terms and conditions of employment.

The City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency. Except where an emergency

situation exists, at least 60 days before the City contracts out work in a general area, where such contracting out would result in the layoff of existing employees, the City will notify the Union and offer the Union an opportunity to meet and discuss the matter before the date any existing bargaining unit employee is laid off. Matters which may be discussed include the necessity for subcontracting, costs, alternatives, placement of affected employees with the contractor or elsewhere within the City.

ARTICLE 5 - EMPLOYEE RIGHTS

The City shall afford regular employees the procedural safeguards as required by law and this MOU.

An employee shall have to the right to Union representation at any meeting with management when the employee reasonably anticipates that such meeting is for the purpose of disciplining the employee or is to obtain facts to support disciplinary action that is probable.

Any written rule which falls within the scope of Meyers-Milias-Brown Act (MMBA), established and promulgated by the City shall be posted in the affected department ten (10) work days prior to the effective date with a copy sent to the SBPEA Union Representative.

ARTICLE 6 -EMPLOYMENT STATUS

a. Probationary Period: All original appointments shall be tentative and with a probationary period of not less than one (1) year. All promotional appointments for general employees are tentative and have a probationary period of not less than six (6) months, with the exception of a promotion to a position in a different classification series, and then such probationary period will be one (1) year.

b. Promotions/Appointments: The City will strive to fill vacant or new positions on a promotional basis with employees currently employed by the City of Upland.

ARTICLE 7 - PERSONNEL FILES

The City shall keep a central personnel file for each employee. Said central personnel file shall be maintained in the Human Resources Department. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary actions of termination, demotion, reduction in pay or suspension or be used in evaluating an employee's fitness for promotion. Information in the supervisor's working file may however, be used in performance evaluations provided that the information is not more than 18 months old or older than the last performance evaluation.

Upon 24 hours notice to Human Resources, an employee may inspect his/her central personnel file subject to the following:

a. Inspection may occur during working hours at the time and in a manner mutually acceptable to the employee and the employee's supervisor.

b. Pre-employment information such as reference checks and responses, interview rating sheets, test results or information provided the City with the specific request that it remain confidential shall not be subject to inspection or copying.

ARTICLE 8 – RETIREMENT BENEFITS

The City of Upland provides its' General Employees with membership in the California Public Employees Retirement System (CalPERS), 2.5% @ 55 retirement formula. The City pays 7% of the 8% Employee Contribution and the employees pay the remaining 1%. In addition, the employees pay 2.4% of salary (pre-tax) towards the Employer Contribution rate. The City will subtract this 2.4% payroll deduction from General Unit base salary ranges when conducting salary surveys in the future. The City will also deduct any similar payroll deduction for enhanced retirement from General Unit base salaries in other agencies when conducting said salary surveys.

The City contracts with CalPERS for the Single Highest Year Option and the 1959 Survivor Benefit, 3rd level. 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 Government Code Section 21024.

ARTICLE 9 – EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)

The City will report the Employer Paid Member Contribution of 7% as compensation for CalPERS retirement purposes.

ARTICLE 10 – HEALTH INSURANCE – CAFETERIA PLAN

Employees in this unit will receive $932.50 per month for the purchase of health insurance benefits through the City's Cafeteria Plan. The health insurance options under the City's Cafeteria Plan include medical insurance, dental insurance and vision insurance. Association members may also purchase savings bonds with any remaining Cafeteria Plan funds or contribute to the City's deferred compensation plan.

An employee may elect not to be covered by the City's Health Insurance if an employee provides proof of health insurance coverage from another source. The City may require proof of alternative coverage at any time.

ARTICLE 11 - HEALTH INSURANCE WHILE ON WORKERS' COMP.

If an employee is injured on-the-job and is unable to return to work for more than 180 days, the City will pay health insurance premiums for the employee and his/her family for a maximum of twelve months or termination of employment, whichever comes first. Employee is responsible for the first 180 days.

ARTICLE 12 – RETIREE HEALTH INSURANCE REIMBURSEMENT

The City will provide retiree medical insurance reimbursement in accordance with the following schedule for employees who 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 employee's insurance. Retirees who are participating in one of the CalPERS health insurance plans will have the PERS administrative fee deducted from their reimbursement.

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

ARTICLE 13 – RETIREE HEALTH SAVINGS ACCOUNTS

Retirement Health Savings (RHS) accounts will be established through ICMA which will be payable to the employee only upon service or disability retirement with the City of Upland. City contributions to the RHS accounts will be based upon years of service in accordance with the following schedule:

Years of Service	Monthly City Contribution	Yearly City Contribution
5 to 9.99	$12.50	$150.00
10 to 14.99	$25.00	$300.00
15 to 19.99	$50.00	$600.00
20 to 24.99	$75.00	$900.00
25 +	$100.00	$1,200.00

This will be in addition to the existing benefit for Retiree Medical Insurance Reimbursement.

ARTICLE 14 – LIFE INSURANCE

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

ARTICLE 15 – LONG TERM DISABILITY INSURANCE

The City assumes the full premium cost for the employee in the City designated long-term disability program. This benefit will pay 66 2/3% of base salary to a maximum of $5000 per month after 60 days (or use of all sick leave, whichever is later) to qualified members of this unit.

ARTICLE 16 - DEFERRED COMPENSATION

The City offers a deferred compensation plan for employees to contribute to voluntarily.

ARTICLE 17 – BILINGUAL PAY

A bilingual differential of $100 per month shall be paid to certified employees assigned to those designated positions which normally require fluency in writing, reading and/or translating a second language, providing such proficiency was not required as a condition of employment. The bilingual pay will be granted only as long as the position continues to be designated as requiring bilingual proficiency or as long as an employee occupies such a designated position.

In order to receive the bilingual pay for a designated position, the employee must be certified by testing. Such testing will be arranged for by Human Resources.

Certified employees will receive the bilingual differential effective the day following notification that they have successfully been certified as bilingual. Immediately upon notification, the employee must maintain a log for a one-month period demonstrating that bilingual skills are utilized a substantial portion of the time. The log should include the date, duration and type of bilingual skills utilized. This log should be signed by the employee and department head and forwarded to Human Resources.

If it is determined that the employee does not utilize bilingual skills a substantial portion of the time, the bilingual differential will cease immediately upon notification of such to the employee and the Union.

ARTICLE 18 – CALL BACK PAY

Employees will be paid time and one half, for a minimum of two hours, if called out after regular hours and the employee has worked over 40 hours in a week. This pay applies if the employee is called back to work and the situation was not known in advance.

ARTICLE 19 – COMMERCIAL DRIVER'S LICENSE PHYSICAL EXAM

The City shall pay the costs for the physical and renewal of the Commercial Driver's license every two years (or as required) for qualified employees.

ARTICLE 20 - EDUCATION INCENTIVE

Employees hired after July 1, 1981 will receive a one time payment of the percentage of total annual base salary at time job related degree is awarded combined with years of service in accordance with the following schedule:

AA/AS with 2 years of service	5%
BA/BS with 2 years of service	7.5%
MA/MS with 2 years of service	10%

ARTICLE 21 - HIGHER CLASSIFICATION WORK

In the event that a Department Head desires to assign an employee to a classification higher than regularly held by the employee, i.e. from Maintenance Worker II to Leadworker, said appointment shall be made in writing and approved by the appropriate Department Head.

The City will provide the employee move-up pay of five percent (5%) additional of the current classification or "A" step of the higher classification (whichever is higher) after working in the higher classification 15 working days in any calendar year.

ARTICLE 22 - LONGEVITY PAY

Employees with twenty (20) years or more of continuous service will receive a two and one half percent (2.5%) increase in base salary.

ARTICLE 23 – MATRON PAY

Beginning with each off shift (that shift which does not have a female Police Officer assigned), one Dispatcher shall be designated as the Matron, performing all duties normally associated and shall be paid a salary differential of 2.5%. The shift may change whenever Police Officers move from one shift to the next and therefore the Matron Pay shall shift to the new off shift. Matron pay shall be offered to the most senior dispatcher first, second most senior next and down to the least senior dispatcher. If no one volunteers to perform these duties, then the least senior individual shall have matron duties assigned to them by their supervisor.

The City will provide Matron Pay in the amount of two and one half percent (2.5%) of base salary to female Police Service Technicians who are assigned to perform matron duties.

ARTICLE 24 - 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 months, six months, or one year. Department head recommendations will be submitted annually on May 1. Payment of meritorious pay will be made in a lump sum annually on the first payday in June. Recommendations will contain the information required in Exhibit F of the Compensation Plan.

General employees who use less than 24 hours of sick time in the period from December through November of the current year and whose most recent performance evaluation indicates above average performance in all aspects of their work and have 1000 hours of accrued sick leave as of December 1st of any year will receive $200. Computations will be made and payment will be in the form of a lump sum payable on the first regular 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 25 – OVERTIME PAY/COMPENSATORY TIME OFF

This section is applicable to overtime scheduled in advance and/or short notice and to emergency overtime. It is understood that overtime assignments are made by classification within the department requiring the overtime.

Overtime will be divided equally between all qualified employees within the affected classification and among those desiring to do the work. Qualified shall mean the supervisor's judgment as to equal ability to perform required tasks.

In order to assure equal distribution of overtime, an overtime list will be established by classification within the department according to departmental seniority. After completion of an overtime assignment the senior employee will move to the bottom of the list and not be offered overtime until each employee has been offered an overtime assignment.

In the event no employee is willing to accept an overtime assignment, it will be assigned by reverse order of seniority. In subsequent cases of unaccepted overtime, the next lowest employee in seniority will be given the assignment with the intent being to divide equally all unaccepted overtime among affected employees.

Overtime shall be paid for time worked in excess of the employee's designated work week at the rate of one and one-half (1 ½) times the basic rate. Paid vacation and sick leave during a work period is counted as hours worked for overtime purposes.

Employee experiencing a special circumstance may request overtime compensation in the form of compensatory time off to the department head for approval. Otherwise, employees will be paid for any hours in excess of the scheduled work week at the overtime rates described above. In the event of a conflict between the employee and the department head, the department head's decision shall prevail.

General employees may not accrue more than eighty (80) hours of compensatory time. Employees who have reached the accrual cap will automatically receive overtime pay until a reduction in the bank of hours to an amount below the maximum accrual.

ARTICLE 26 – STANDBY

Standby duty assignments shall be rotated among qualified employees pursuant to this section. "Qualified" shall mean the supervisor's judgment as to equal ability to perform required tasks in the most efficient manner.

Employees on standby are required to respond to call-outs in a reasonable period of time. In order to assure a reasonable response time, employees on standby shall be required to carry a City furnished cell phone and respond to a call within 15 minutes. Employees who do not meet the necessary response time limits may request an exception when there are limited personnel to perform the necessary stand-by duties. Such requests will be considered on a case-by-case basis, but must have compelling justification in order to receive favorable consideration. Standby employees shall be entitled to the use of a City vehicle during standby periods for the use in commuting to and from their residence to the scene of the call-out.

From those employees deemed qualified, a list shall be established on an annual basis for standby for the following 12 month period by length of service with the City. Employees with the longest uninterrupted service with the City of Upland as a department employee shall be placed at the top of the list with those having lesser lengths of service listed in descending order.

Each employee on the standby list shall have the opportunity to select their proportionate share of standby duty for the following 12 month period in the order shown on the above list. Individuals may, with notification to and approval from the supervisor or Department Head, change standby assignments with the next qualified and available employee. Individuals selected to serve standby duty shall do so for a period not to exceed one calendar week.

Any employee who is called back to work who is on standby shall be paid at one and one-half times their normal hourly rate and shall be guaranteed a minimum of two hours per call out except that if while responding to a first call, subsequent calls are received during the original call then no new minimum shall be given.

Standby pay shall be paid at the rate of the prevailing minimum wage, for two hours Monday – Friday and for eight hours on Saturday, Sunday and Holidays. Standby for the Upland Hills Treatment Plant will be for eight hours on Friday.

Non-safety personnel required to work a split shift for two days shall receive standby pay for any additional days in the same pay period. Split shift shall be defined as a divided regular shift with a division of three (3) hours or more (any scheduled lunch period within the split shift will be counted as standby time).

Non-sworn employees in the Police Department who are required to be on standby for Court will receive $50 per day.

ARTICLE 27 - UNIFORMS

Effective 7/1/2012, the following classifications in the General Unit shall receive a uniform allowance in the amount of $200 per year after completion of 12 months of employment: Animal Control Officer, Animal Shelter Attendant, Business License Inspector, Code Enforcement Officer, Crime Prevention Officer, Police Dispatcher, Police Records Specialist, Police Services Technician and Forensic Technician. This allowance will be paid the first pay period in December. The City will provide uniform service to all general field personnel required to wear uniforms.

ARTICLE 28 - WATER CERTIFICATION TRAINING

The City will pay for Water Division staff certification and recertification. This includes time spent in training, the cost of the training class and necessary supplies if applicable.

ARTICLE 29 – WORK BOOTS

The City provides work boots for the following classifications: Building Inspector, Chief Water Treatment Operator, Equipment Mechanic, Environmental Control Technician, Equipment Operator, Maintenance Worker and Leadworker, Public Works Inspector, Senior Public Works Inspector, Water Meter Technician, Water Treatment Operator, Water Utility Inspector, Water Utility Worker and Leadworker, Code Enforcement Officer, Animal Services Officer, Forensic Technician, and Business License Inspector. Effective 7/1/2012, once the initial boot is purchased, annually employees may request up to two replacement pairs upon proof of need to the department due to the condition of the boot.

ARTICLE 30 - HOLIDAYS

The City of Upland observes the following holidays, established by Resolution:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving Day	(The Day After the Fourth Thursday in November)
Christmas Day	(December 25)

All holidays shall be 10 hours unless otherwise noted.

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

General personnel in all departments will receive time and one half in addition to regular pay for up to ten hours worked on a scheduled holiday.

In order to be paid for a recognized City holiday (the days on which the public offices of the City of Upland will be closed) employees must be in a paid status both the day before and the day after the holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be in a paid status on the Thursday before the holiday and the Tuesday following the holiday.

ARTICLE 31 – FLOATING HOLIDAYS

Employees in the unit shall receive 40 hours of Floating Holiday annually. Floating holiday hours must be used during the calendar year or they will be removed from the books on December 31 of each year.

ARTICLE 32 - SICK LEAVE

General Employee unit members earn sick leave at the rate of eight hours per month, up to a maximum accrual of 1250 hours. No sick leave may be granted during the first thirty days of employment with the City.

ARTICLE 33 – SICK LEAVE ACCRUAL PAYMENT UPON RETIREMENT

Upon service or disability retirement under the PERS retirement plan, employees may elect one of the following options for payment of unused sick leave:

a. At the time of service or disability retirement, one half (50%) of accrued sick leave may be cashed out at the current hourly rate, up to a maximum of 625 hours.

b. Retiring employees may use one half (50%) of accrued sick leave as Personal Leave just prior to retirement, up to a maximum of 625 hours.

ARTICLE 34 - VACATION

Vacation shall accrue for employees based on the following schedule:

01 – 02 Years of service	80 Hours per year
03 – 05 Years of service	96 Hours per year
06 – 10 Years of service	128 Hours per year
11 – 16 Years of service	136 Hours per year
17 + Years of service	One additional day (8 hours) per year, up to a maximum of 176 hours per year

All employees may accrue vacation up to a maximum of three (3) years of entitlement.

ARTICLE 35 – VACATION BUYBACK

In December of every year, General employees may be paid cash in lieu of unused vacation for up to 40 hours of vacation if they have used at least 40 hours of vacation during the preceding year.

ARTICLE 36 - BEREAVEMENT LEAVE

Employees may take up to 30 hours annually (January 1 through December 31) with pay in the event of a death of the following: mother, father, grandfather, grandmother, brother, sister, spouse, child, grandchild, and employee's spouse', father, mother, grandfather, grandmother, brother, sister and any relative who has resided with the employee for at least one year. Adoptive relatives and step relatives shall count the same as relatives by birth. Notification of need for such leave and/or request to use five (5) consecutive sick leave days must comply with the City's Administrative Policy on Sick Leave.

ARTICLE 37 – FMLA AND CFRA

Requests for leave under the Family Medical and Leave Act (FMLA) and/or the California Family Rights Act (CFRA) will be granted in accordance with State and Federal guidelines.

ARTICLE 38 – HOURS OF WORK

The work week shall normally consist of 40 hours within a period of seven (7) consecutive calendar days. All bargaining unit employees shall be scheduled to work at designated starting times and ending at designated quitting times. Employees shall be notified at least ten (10) working days in advance of the implementation of any changes in their schedule. This provision applies to regular permanent work scheduling and does not apply to situations identified below.

It is understood that unusual conditions may create emergencies, as described in ARTICLE 3 – DEFINITIONS, requiring immediate changes in work schedules. The City shall provide notice to affected employees of such work schedule changes as soon as possible prior to implementation. Whenever possible, said notice shall be twenty-four (24) hours or more prior to implementation. Regular work schedules shall not be changed on the day of said change in work schedule for the purpose of avoiding payment of overtime. During emergency overtime situations which extend over a period of four (4) hours, the City will make a reasonable effort to allow time for meals.

ARTICLE 39 - GRIEVANCE PROCEDURE

Definition

A claim by an employee that the City has violated, misinterpreted, or misapplied a responsibility to the employee as provided for in the Memorandum of Understanding, Merit System Rules and Regulations, or other laws, ordinances, and resolutions concerning or affecting wages, hours, or other terms and conditions of employment.

The grievance procedure may not be used for matters involving:

a) compensation plans (The City will notify the Union when changes are being considered)

b) classification plans (The city will notify the Union when changes are being considered)

c) disciplinary action not including written warnings and reprimands

d) performance appraisal (Employees receiving an overall rating below "Meets Expectation" may request to meet with the Human Resources

Director, department head, and their employee representative to discuss the appraisal and seek an appropriate remedy)

e) recruitment activities

f) any other matters which are prohibited in the Merit System Rules and Regulations and are more appropriately resolved through the meet and confer process

g) reserved management rights of the City

h) interpretation of the intent of a MOU provision which would be resolved through the meet and confer process

General Provisions

1. No retribution or prejudice shall be suffered by employees making use of the grievance procedures.

2. Grievances may only be initiated by the employee concerned and may not be pursued without the affected employee's consent.

3. If a grievance involves a group of employees or if a number of employees file separate grievances on the same exact matter, the grievances may be handled as a single grievance at the City's discretion.

4. Failure at any step of this procedure to appeal a decision on the grievance within the specified time limit and in the manner outlined below shall be deemed to have terminated the grievance process.

5. Failure at any step of this procedure to provide a response to a grievance within the specified time limit shall be deemed a denial and may be appealed as provided herein.

6. The time limits specified at any step in this procedure may be extended by mutual written agreement.

7. As used in this procedure, the term immediate supervisor shall mean the lowest level of supervisor.

8. Once a grievance has been processed and finally denied, repeated filing of grievances on the same exact issue will not be permitted.

9. The grievant may designate a representative at any step in the grievance procedure. No person hearing a grievance is required to recognize more than one (1) representative for any grievance.

10. An employee may choose to represent himself/herself or may be represented by someone other than a Union representative when utilizing the grievance procedure. In such event, the Union shall be notified in writing that the individual has elected not to be represented by the Union in seeking resolution of a grievable matter. The city shall, in writing, notify the Union of the nature of the grievance, the decision and remedy sought, provided, however, the names of employee witnesses shall not be disclosed.

Grievance Procedure

A. Informal Step: Grievances shall be resolved informally to the extent possible. The employee and representative, if any, shall discuss the grievance with the immediate supervisor no later than ten (10) working days after the employee knew or reasonably should have known of the event giving rise to the potential grievance. In this discussion, the employee should, in good faith, try to express the problem clearly and suggest a solution(s). Within ten (10) working days of the informal meeting, the supervisor shall provide a verbal response to the employee. A summary of the complaint and the proposed resolution should be forwarded to the Human Resources Department for their information.

B. Step 1: If the supervisor does not respond within the time limits, or the grievance has not been resolved, the employee may appeal to the department head by submitting a written grievance. Such written grievance must be made within ten (10) working days of notification to the employee that the grievance is denied or a resolution has not been reached at the informal step.

   The department head shall meet with the grievant and representative, if any, within ten (10) working days of receipt of the written grievance and shall deliver an answer, in writing, to the grievant within ten (10) working days after the meeting.

C. Step 2: If the grievance is not resolved, the grievant may file a written appeal to the Human Resources Director within ten (10) working days from date of delivery of the written response provided in Step 1 of the procedure.

   The Human Resources Director shall meet with the grievant and representative, if any, within ten (10) working days of receipt of the written appeal and shall deliver an answer, in writing, to the grievant within ten (10) working days after the meeting.

D. Step 3: If the grievance is not resolved, the grievant must file a written appeal to the City Manager within ten (10) working days from date of delivery of the written response provided in Step 2 of the procedure.

The City Manager shall meet with the grievant and representative, if any, within ten (10) working days of receipt of the written appeal and shall delivery an answer, in writing, to the grievant within ten (10) working days after the meeting.

E. Step 4: If the grievance is not resolved, the grievant shall have the right to appeal to the Board of Review. The request for hearing shall be filed with the Human Resources Department within ten (10) working days from date of delivery of the written response provided in Step 3 of the procedure. It shall be the duty of the Human Resources Director to inform each of the Board members and the City Manager or other persons complained against of the filing of the appeal.

ARTICLE 40 - DISCIPLINARY PROCEDURE

The following procedure shall be used for disciplinary actions involving regular employees which involve suspension, demotions for cause, discharge or reductions in pay:

a. The employee shall receive notice of the proposed action in advance. A notice of seven (7) days for a 1-3 three day suspension and seven (7) days for all other disciplinary actions will be considered the minimum notice.

b. The notice will contain a statement as to the basis for the proposed action.

c. The notice will contain a statement of the events and/or circumstances upon which the proposed action is based.

d. The employee shall be provided copies of documents and materials upon which the action is based.

e. The employee shall have the right to respond to the proposed action to their department head and upon decision of the Department Head to the City Manager provided said appeal is made within ten (10) calendar days of the decision of the Department Head. The decision of the City Manager shall be final in suspensions involving two or fewer work days for that employee, or its financial equivalent.

f. The employee will be advised of their right to Union representation during their response pursuant to section E above.

g. The above procedure may be deviated from in circumstances where there is a need for immediate disciplinary action. If such action is taken, the employee shall be put on administrative leave with pay and

remain on such leave until ordered back to work or until the opportunity for response called for above.

ARTICLE 41 – LAYOFF PROCEDURES

I. Statement of Intent:

Public interest may require the elimination, curtailment, or reorganization of Public Service activities which in turn, may require the City Council to take action to layoff one or more employees.

A. Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted pursuant to the provisions of this agreement.

II. Definition:

A. Layoff: A layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee.

B. Causes for Layoff:

1. If a function is to be discontinued, curtailed, mechanized or operated by a different method.

2. Reorganization.

3. Budget reduction.

4. Termination or decrease in funds and or materials for projects or programs.

5. The mandatory reinstatement of an employee.

C. Classification: All positions in the classified services shall be part of a classification plan established and maintained by the Human Resources Department. It shall provide grouping of positions by commonality of duties responsibilities and function.

D. Job Series: A group of classifications similar with respect to the duties performed but different in terms of the nature and level of responsibilities performed. Within each job series, it is possible to categorize classification by class level i.e. I, II, or III.

E. Seniority: Seniority for the purpose of determining order of layoff shall be defined as total accumulated continuous time served in regular and probationary status in the City classified service. Should it become necessary to layoff by seniority, those employees with least service in the affected classification shall be laid off or demoted:

a. First by classification; and

b. Second, to displace an employee, by Total City service, including time served on military leave of absence in the armed forces of the United States. In order to bump into a former or lower class:

a) An employee must have more Total City service than at least one of the incumbents in the affected class and request displacement action in writing to the Human Resources Director within five (5) working days of receipt of notice of layoff.

b) Employees bumping to a lower class shall be placed at the salary step representing the least loss of pay. In no case, shall the salary be increased above that received in the class from which the employee was laid off.

When two or more employees have equal seniority, the layoff shall be made at the sole discretion of the appointing authority.

III. **Notification:** Employees to be laid off shall be given, whenever possible, 45 calendar days prior notice, but no less than 30 calendar days notice. The union shall be provided with a copy of the affected classifications and seniority list by classification of all affected employees within bargaining unit at least 30 days prior to its effective date.

IV. **Order of Layoff:** In each classification, employees shall be laid off according to employment status in the following order:

A. Seasonal/temporary part-time, contract, and or provisional employees performing services similar to classifications affected by layoff shall be terminated before any reduction in the regular work force. Likewise, other grant-funded employees shall be terminated in affected classifications, in accordance with federal or state rules or guidelines governing such funding programs.

B. Probationary employees and employees holding an interim position, who have regular status in another classification, shall revert to their former classification in the City to determine layoff rights.

C. Regular employees subject to layoff shall be based on seniority of service within that classification. For example, the employee being laid off or displaced from a classification shall be the employee in the affected classification with the least amount of time served in the affected classification.

The order of layoff within a classification subject to a layoff shall be based on seniority of service within that classification. The employee being laid off or displaced from a classification shall be the employee in the affected classification with the least amount of City service.

V. **Layoff Procedures:** The layoff procedure is intended to minimize the impact of staff reduction on City services and ensure that employees are treated fairly in the process of layoff.

The procedure for lay off, once the number of positions to remain by classification has been determined, shall be as follows:

1. Except as otherwise provided herein, whenever there is a reduction in the work force, the appointing authority shall demote the affected employee to a vacancy, if any in the lower class for which the employee is qualified. All persons so demoted shall have their names placed on the reemployment list for the higher class.

2. An employee affected by layoff shall have the right to displace an employee who has less seniority in a lower classification in which the affected employee once had regular status. For the purpose of this section:

    a.) Seniority shall be time served in a classification as defined in Section (II) E herein except;

    b.) When an employee has been displaced from a classification, the seniority for that displaced employee shall then include, for further layoff purposes, Total City seniority as in Section II (E) herein, to include all time served in the classified service in related classifications affected by the layoff. For the purpose of this section, seniority shall be all periods of full-time service at or above the classification level where the layoff is to occur.

3. If a classification title is changed due to a reclassification, the employee shall retain bumping rights to the previous classification and series.

4. An employee is eligible to bump to a lower classification within job series in which he/she has achieved regular status. For example:

   Employee "A" is hired in as a Lead Maintenance Worker and achieves regular status; however, never worked as an Maintenance Worker II. Employee "A" may bump employee "B" in the lower classification of Maintenance Worker II, if Employee "A" has more Total City seniority.

5. Displaced employees are allowed to bump into a lower classification within the job series that they have not previously held, provided that the position did not exist when the employee was appointed to the position from which they are laid off and the employee meets the minimum qualifications.

6. Employees transferring or voluntarily demoting shall retain the same anniversary date as in their previous position for all purposes, including step advancement.

VI. **Reemployment Lists:** The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before employment is made from an eligible list.

VII. **Duration of Reemployment List:** Names of persons laid off shall be carried on a reemployment list for twelve months, except that the name of an individual reappointed to a regular position of the same class shall, upon reappointment, be dropped from the list. An individual who declines either a voluntary demotion or reemployment in a classification shall be dropped from that specific reemployment list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher class for the balance of the twelve month period.

An individual that may be appointed from a reemployment list will be required to successfully pass a reemployment physical examination provided at City expense.

VIII. Terms and Conditions of Reemployment

Reemployment from a reemployment list to a previously held class shall be at the same step held at the time of layoff and at the current salary of that class at the time of reemployment.

In case of a voluntary demotion from a reemployment list, the employee so electing shall be paid at the highest step in the range for the lower class which does not represent an increase in salary from the salary which would have been effective had the employee been appointed to his/her previously held class; and in no case to exceed "top" step in the current salary range of the class to which the employee is appointed.

Employees reappointed from a reemployment list shall be credited with, at the time of reappointment, all accrued benefits at the time of layoff which was not compensated for at the time of layoff, provided that such accrued benefits shall not exceed established maximum at the time of reappointment.

IX. Retraining

The City will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications not related to their former classification, and will attempt to place said laid-off employees in vacant positions in the City for which they are qualified.

During the twelve months following a layoff, laid-off employees shall be eligible to compete for in-house promotional examinations for positions for which they qualify.

ARTICLE 42 - BULLETIN BOARDS

The City agrees to the following facilities and areas for the Union to affix bulletin boards of up to three (3) feet by four (4) feet in size:

City Hall lunch room
Library lunch room
Public Works lunch room
Fleet Maintenance
Fire Department
Police Department first floor lunch room
Recreation Department
Animal Shelter (3' x 4' space to be provided on existing bulletin board)

No additional Union bulletin boards shall be affixed to City property without the approval of the Human Resources Director. Union material may be posted on these designated bulletin boards only.

The Union boards shall be used for posting Union business only. All postings for bulletin boards must contain the date of posting and the Union's identification. All costs associated with preparing and posting of Union material as well as the cost of the bulletin boards will be borne by the Union.

The Union will not post information which is defamatory, derogatory or obscene.

ARTICLE 43 - UNION MEMBERSHIP AND ACTIVITY

Union Membership

All current employees who are members of the bargaining unit at the effective date of this agreement and are currently members of the Union or become members during the life of this agreement shall remain as members, in good standing of said Union for the duration of this agreement except during the first five calendar days of October a member may request, in writing to SBPEA and the Finance Department, to withdraw his/her authorization for dues deduction which shall become effective the first payroll period in November.

The City will provide SBPEA a quarterly account of new employees in the bargaining unit. The list shall include the employees' name, classification, title and work location.

Dues Deduction

During the term of this agreement the City agrees to deduct from the pay of each employee who signs an authorization City payroll deduction card a monthly sum certified to the City by the Union as the regular monthly dues and/or deductions of the Union.

The City agrees to deduct contributions from each employee who signs an authorized Union payroll deduction card a monthly sum for the political action committee.

Dues and deductions withheld by the City shall be transmitted to the officer designated by the Union in writing, at the address specified in the letter of authorization.

The Union shall indemnify, defend and hold the City of Upland harmless against any claims made, and against any suit instituted against the City on account of checkoff of employee organization dues and/or contributions. In addition, the Union shall refund to the City of Upland any amounts paid in error, upon presentation of supporting evidence.

Union Stewards

Four (4) stewards and three (3) alternates will be utilized by the Union to conduct Union-related business. It is understood that the alternates will only be utilized if one of the four stewards is unavailable for a period of five (5) working days or more.

New stewards will be allowed to accompany Union representatives for on the job training which will consist of two (2) grievances.

One Steward will be allowed to assist in the handling of grievances or other related Union business when requested and with the approval of his/her immediate supervisor.

Activities specifically authorized by this MOU (including the Grievance Procedure, meet and confer sessions and other representational activities mandated by law) can be conducted during working hours within reasonable time limits, at no loss of time or pay to the stewards and officers. The Union representative must secure permission from the respective department head prior to contacting any employee on City time. No other Union activities will be conducted on City time.

Union activities may be conducted on City property, outside the work area and the reporting area, if specific areas and times are formally approved in writing by the respective department head and the Human Resources Director in advance. Such approvals/denials shall be granted within a reasonable time.

ARTICLE 44 - 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 45 - 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 Union 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.

ARTICLE 46 – “ME TOO” CLAUSE

In the event any other bargaining unit currently in negotiations receives an increase to Cafeteria Plan or Salary, within the term of this contract, the Upland General Employee Bargaining Unit will receive a similar increase.

ARTICLE 47 – QUARTERLY PERSONNEL REPORT

The City agrees to provide on a quarterly basis, personnel reports to the Association which shall include names, classifications, and all personnel actions (new hires, terminations, transfers, promotions) within the Unit. Home and mailing address if different, and all address changes of Association members will be provided, and the City will request a waiver from non-union members to provide the information. Also a notice and opt-out system will be jointly developed by the City and Association for the disclosure of employee addresses.

ARTICLE 48 - TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and Union agree that the provisions of this Memorandum of Understanding (M.O.U.) shall become effective on July 1, 2012 and shall expire on June 30, 2013.

ARTICLE 49 - ZIPPER CLAUSE

During the term of this Agreement, the parties agree that negotiations cannot commence on any subject unless the parties mutually agree.

CITY OF UPLAND

Stephanie Mendenhall,
Administrative Services Director &
Chief Negotiator for the City of Upland

12-12-12
Date

Tanya Bragg, Sr. Human Resources Analyst

SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

Bonnie Clarke, Labor Relations Representative
& Chief Negotiator for the San Bernardino
Public Employees Association Representing
General Employees

12-12-12
Date

Robert Allen, Public Works

Sandra Bare, Development Services

James Callens, Public Works

Mark Iwaszko, Public Works