MEMORANDUM OF UNDERSTANDING (M.O.U.)

BETWEEN

THE CITY OF UPLAND

AND

THE UPLAND CITY EMPLOYEES ASSOCIATION

July 1, 2015 to June 30, 2017

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UPLAND
AND
THE UPLAND CITY EMPLOYEES ASSSOCIATION (UCEA)
JULY 1, 2015 – JUNE 30, 2017

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 Upland City Employees Association (hereinafter referred to "UCEA").

ARTICLE 2 – RECOGNITION

The City hereby formally recognizes the UCEA 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

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

B. 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.

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

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

E. 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 approved hours, and whose position is budgeted at less than full time.

F. 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.

G. Seniority Within Classification – For the purpose of this MOU, "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.

H. Working Day – The term "working day" 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:

A. Determine the mission of its constituent departments, commissions and boards;
B. Set standards of service;
C. Determine the procedure and standards for employment and promotion;
D. Direct its employees;
E. Relieve its employees from duty because of lack of work or for other lawful reasons;
F. Maintain efficiency of government operations;
G. Determine the methods, means and personnel by which government operations are to be conducted;
H. Determine the content of job classifications;
I. Take all necessary actions to carry out its mission in emergencies;
J. Exercise complete control and discretion over its organization and the technology of performing its work;
K. To discharge, suspend, demote, reprimand, withhold salary increases or otherwise discipline employees for cause; and
L. 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 UCEA 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 UCEA and offer the UCEA 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 UCEA 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 UCEA 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 - SALARY

There shall be no salary increases during the term of this MOU; however, effective the first full pay period following MOU ratification by the UCEA and City Council approval, each unit employee shall receive a one-time distribution of $500.00 (not credible for CalPERS retirement).

ARTICLE 8 - 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 9 – RETIREMENT BENEFITS

A. 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% @ 62 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) For "new members" (as defined by the Act) hired after January 1, 2013, the employee 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.

B. Classic Employees

1) The City of Upland provides its' General Employees with membership in the California Public Employees Retirement System (CalPERS), 2.5% @ 55 retirement formula. The employee will pay the eight percent (8%) CalPERS employee/member contribution.

2) 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.

3) 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 10– 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 choose between (a) the receipt of benefits which may not be subject to either State or Federal income tax or (b) a cash benefit which is subject to tax, but is not included in the employee's hourly rate.

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. Excess benefit dollars shall be added to each employee's taxable earnings.

2) All employees must enroll in one of the CalPERS health program plans unless they submit to the City proof of comparable health coverage. The City may require additional proof of alternative coverage at any time.

3) Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance plan the City offers through CalPERS.

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.

B. City Section 125 Benefit Contribution and Cash in Lieu

The City will make available to each covered employee a monthly amount for benefits, as specified in this MOU. If the employee has outside health coverage, such as through a spouse, domestic partner, or other acceptable alternate health coverage, the employee can take the unused portion of the amount allocated for the benefit as cash in lieu of receiving any or all of the actual benefit.

1) Employees hired prior to March 1, 2016 - The maximum amount of cash in lieu that an employee may receive is:
   a. Effective March 1, 2016, upon ratification by UCEA and City Council approval - $1058.50.
   b. Effective January 1, 2017 - 1184.50

2) Employees hired on or after March 1, 2016 – The maximum amount of cash in lieu that an employee may receive is the dollar amount equal to 100% of the premium amount for the lowest medical plan for employee only category.

C. Benefits Contribution

1) For employees hired prior to March 1, 2016, the City will contribute the following to the plan:
   a. Effective March 1, 2016, upon ratification by UCEA and City Council approval - $1058.50
   b. Effective January 1, 2017 - $1184.50

2) For employees hired on or after March 1, 2016, the City will contribute the following to the plan to a maximum of $1058.50 effective March 1, 2016, upon ratification by UCEA and City Council approval for 2016 and $1184.50 effective January 1, 2017 and thereafter:

a. Employee Only	100% of lowest cost plans for health, dental and vision
b. Employee plus one	100% of lowest cost plans for health, dental and vision
c. Family	100% of lowest cost plans for health, dental and vision

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

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

A. The City shall contribute monthly on behalf of each retiree enrolled in the Public Employees' Medical and Hospital Care Act (PEMHCA) the amount set forth in the table below. To the extent that the amount reflected in the table below exceeds the PERS statutory minimum, the City shall reimburse such excess amount directly to the retiree. An additional $45 per month allowance is provided for spouse if the spouse is covered under the retiree's insurance.

B. FOR RETIREES IN OTHER THAN CALPERS MEDICAL: The City shall reimburse monthly each retiree the amount of his or her retiree medical premium, up to the amount set forth in the table below. An additional $45 per month allowance is provided for spouse if the spouse is covered under the retiree's insurance.

YEARS OF SERVICE	City's Monthly Payment - Retirees in PERS Medical RETIREE ONLY	City's Monthly Payment - Retirees in PERS Medical RETIREE PLUS SPOUSE	City's Monthly Reimbursement - Retirees in other than PERS Medical
10 - 14 years of service	PERS statutory minimum	PERS statutory minimum	$72.57
15 - 19 years of service	PERS statutory minimum	$141.81 per month	$96.81
20 - 24 years of service	PERS statutory minimum	$166.05 per month	$121.05
25 + years of service	$145.14 per month	$190.14 per month	$145.14

The provisions of this article above shall only apply to bargaining unit members hired on or before March 1, 2016. For bargaining unit members hired after March 1, 2016, the City's retiree health contribution will be limited to the CalPERS statutory minimum as provided each year in the PEMHCA for those retirees in enrolled in PEMHCA, only. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance within 120 days from separation.

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 UCEA.

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 for job-related degrees earned after initial hire at time the 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

There are two categories of longevity pay.

A. Longevity Meritorious Pay – Ten Years– Employees with ten (10) years or more of continuous service and who has achieved a minimum of "meets requirements" on the most recent performance evaluation will receive a two percent (2.0%) increase in base salary. An employee who is denied this increase due to the performance evaluation requirement, may follow the grievance procedures as described in this MOU (not credible for CalPERS retirement).

B. Longevity Pay – Twenty Years - Employees with twenty (20) years or more of continuous service will receive a two and one half percent (2.5%) increase in base salary.

These two categories are not mutually exclusive so an employee who meets the requirements of both categories of longevity pay may earn both the 2.0% and the 2.5% concurrently.

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; however, employees assigned to Police Dispatch may accrue up to one hundred and twenty (120) 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.

The parties agree that recurring work periods of greater than 16 hours should be avoided and not encouraged. Employees who are required to stay over from the regular work day or who are called back for an emergency and required to work extended hours, may be entitled to a rest period of up to eight (8) hours before returning for the next shift and will receive payment for the full day. Employees must consult with the supervisor to determine eligibility and for approval of the change to the schedule for the following shift.

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 – Thursday and for eight hours on Friday, 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

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, Business License Inspector, Code Enforcement Officer, Crime Prevention Officer, Police Dispatcher, Police Records Specialist, Police Services Technician, Forensic Technician, Building Inspectors, Deputy Fire Marshal and Fire Inspectors. 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, Business License Inspector, Custodians, Deputy fire Marshal, Fire Inspector, and Airport staff. 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.

A. 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 per occurrence with pay in the event of a death of the following: mother, father, grandfather, grandmother, brother, sister, spouse, child, grandchild, and employee's spouse's 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

Eligible employees who request a Family Medical Leave of Absence under the Federal Family Leave Act (FMLA) and/or the California Family Rights Act (CFRA) shall be granted in accordance with State and Federal law. The employee rights and obligations are specifically set forth in the Department of Labor regulations implementing the "FMLA" and the regulations of "CFRA."

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

A. 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:

1) Compensation plans (The City will notify the UCEA when changes are being considered).

2) Classification plans (The City will notify the UCEA when changes are being considered).

3) Disciplinary action not including written warnings and reprimands.

4) 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).

5) Recruitment activities.

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

7) Reserved management rights of the City.

8) Interpretation of the intent of a MOU provision which would be resolved through the meet and confer process.

B. 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 UCEA representative when utilizing the grievance procedure. In such event, the UCEA shall be notified in writing that the individual has elected not to be represented by the UCEA in seeking resolution of a grievable matter. The City shall, in writing, notify the UCEA of the nature of the grievance, the decision and remedy sought, provided, however, the names of employee witnesses shall not be disclosed.

B. Grievance Procedure

1) 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.

2) 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.

a. 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.

3) 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.

   a. 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.

4) 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.

   a. 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.

5) 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 UCEA 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

A. 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.

1). 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.

B. Definitions

1). 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.

2). Causes for Layoff

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

b. Reorganization.

c. Budget reduction.

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

e. The mandatory reinstatement of an employee.

3). 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.

4). 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.

5). 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:

1. 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.

2. 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.

C. 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 UCEA 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.

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

1) 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.

2) 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.

3) 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.

E. 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) 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.

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

2. 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.

3. 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.

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

F. 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.

G. 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.

H. 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.

I. 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 UCEA to affix bulletin boards of up to three (3) feet by four (4) feet in size:

City Hall 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 UCEA bulletin boards shall be affixed to City property without the approval of the Human Resources Director. UCEA material may be posted on these designated bulletin boards only.

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

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

ARTICLE 43 - UCEA AGENCY SHOP

A. UCEA Membership – As of July 2015, all current general employees are members of the UCEA bargaining unit. Membership dues will be deducted biweekly from the employees' paychecks. General employees may elect not to participate as member; however, they will be required to pay a biweekly service fee.

B. Dues Deduction – During the term of this agreement the City agrees to deduct from the pay of each employee a monthly sum certified to the City by the UCEA as the regular monthly dues.

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

The UCEA 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 UCEA shall refund to the City of Upland any amounts paid in error, upon presentation of supporting evidence.

C. UCEA Officers and Representatives – Four (4) Officers and three (3) Represetatives will be utilized by the UCEA to conduct UCEA-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 UCEA 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 UCEA 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 UCEA representative must secure permission from the respective department head prior to contacting any employee on City time. No other UCEA activities will be conducted on City time.

UCEA 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 UCEA 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 – QUARTERLY PERSONNEL REPORT

The City agrees to provide on a quarterly basis, personnel reports to the UCEA 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 UCEA members will be provided. Also a system will be jointly developed by the City and UCEA for the disclosure of employee addresses.

ARTICLE 47 - TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and UCEA agree that the provisions of this Memorandum of Understanding (M.O.U.) shall become effective on July 1, 2015 and shall expire on June 30, 2017

ARTICLE 48 - ZIPPER CLAUSE

During the term of this Agreement, the parties agree that negotiations cannot commence on any subject unless the parties mutually agree. The parties agree to re-open negotiations to discuss wages, hours and working conditions of the flight crew upon the Fire Chief's completion of flight program review.

CITY OF UPLAND

Jeannette Vagnozzi,
Deputy City Manager

4-14-16
Date

Tanya Bragg, Human Resources Manager — Date: 4/7/16

UPLAND CITY EMPLOYEES ASSOCIATION

Mary LaPlante, Labor Relations Representative & Chief Negotiator, Upland City Employees Association — Date: 3/30/16

Rami Asad, Administrative Services, UCEA President — Date: 4/5/16

Keri Johnson, Development Services — Date: 4/5/16

Stacey Guzman, Community Services — Date: 4.14.16

Tony Trejo, Public Works — Date: 4/7/16