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 FIREFIGHTERS ASSOCIATION

July 1, 2015 to December 31, 2016

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UPLAND
AND
THE UPLAND FIREFIGHTERS ASSOCIATION
JULY 1, 2015 – DECEMBER31, 2016

ARTICLE 1 – TERM OF AGREEMENT

The parties have met and conferred in good faith regarding the wages, hours and other terms and conditions of employment, and it is mutually agreed that the term of this Memorandum of Understanding (M.O.U.) shall be July 1, 2015 and ending December 31, 2016. .

ARTICLE 2 – PREAMBLE

It is the intent and purpose of this M.O.U. to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Upland (hereinafter referred to as "City") and the Upland Firefighters Association (hereinafter referred to as "Association".

It is the purpose of this M.O.U. to set forth changes to wages, hours, and other terms and conditions of employment which existed prior to the effective date of this agreement and which require to be met and conferred upon prior to being changed. The City and the Association agree that for the good and welfare of the City and the Association, they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

ARTICLE 3 – RECOGNITION

The City hereby confirms its recognition of the Association as the representative of its members in the Fire Fighters' Unit within the following job classifications: Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Engineer/Paramedic, Fire Captain, and Deputy Fire Marshal, and agree to meet and confer with the Association on all matters relating to the scope of representation pertaining to said employees as authorized-by law.

ARTICLE 4 – MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights, powers and authority of Management which have not been expressly abridged by specific provisions of the MOU or by law to manage the City, as such rights existed prior to the execution of the MOU.

The sole and exclusive rights of Management, as they are not abridged by the Agreements or by law, shall include but not be limited to the following rights:

1. To manage, control, direct and determine the mission of the City, its' departments, building facilities, and operations;

2. To determine the issues of policy;

3. To determine the existence or non-existence of facts which are the basis of the Management decision;

4. To create, change, combine or abolish jobs, departments and facilities in whole or in part;

5. To subcontract or discontinue work for economic or operational reasons. However, during the term of this MOU, the City shall knowingly, voluntarily and intentionally waive its right to contract out or subcontract any bargaining unit work;

6. To direct the work force;

7. To increase or decrease the work force and determine the number of employees needed;

8. To establish and modify productivity and performance programs and standards;

9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;

10. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City disciplinary procedures;

11. To determine job classifications and reclassify employees;

12. To hire, transfer, promote, and demote employees for legal non-disciplinary reasons in accordance with the MOU s;

13. To determine policies, procedures, and standards for selection, training, and

promotion of employees;

14. To establish employee performance standards including but not limited to quality and quantity standards; and to require compliance therewith;

15. To adopt rules of conduct and penalties for violation thereof;

16. To determine the nature, manner, means, and technology, and extent of services to be provided to the public;

17. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;

18. To determine the types of equipment or technology to be used.

Nothing in the above is intended to abrogate or to conflict with the Merit System Rules as adopted by the City Council.

ARTICLE 5 – EMPLOYEE RIGHTS

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

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

ARTICLE 6 – SALARIES

There shall be no salary increases during the term of this MOU; however, it has been mutually agreed upon to transition from the five-step salary range to a revised thirteen-step salary range attached hereto as Exhibit A Employees in this bargaining unit shall transition to the next closest step in the thirteen-step range above their current step the first pay period after the MOU has been approved by City Council. At the time of the their next anniversary date in conformance with the City's Merit Rules, they may be eligible to advance to the next step in the range.

ARTICLE 7 – RETIREMENT

The City of Upland provides members of the Association membership in the California Public Employees' Retirement System (CalPERS).

Classic Member Employees:
Employees hired prior to January 1, 2013 or Classic Employees hired on or after January 1, 2013 shall be provided the 3% at 55 retirement formula. Employees shall contribute 100% of the required member contribution, which is 9%.

Additionally, the City has contracted for the following:

1. The agreement between the City and CalPERS allows for the Single Highest Year Option (Government Code Section 20042) as the final compensation determination.
2. The agreement between the City and CalPERS allows for the 1959 Survivor Benefit, 3rd level (Government Code Section 21573). 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 PERS Regulation, Section 21024, Statutes of 1976.

New Member Employees hired on or after January 1, 2013:

New Member Employees hired on or after January 1, 2013 shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and CalPERS. The employee contribution rate shall be 50 percent of the normal cost rounded to the nearest quarter of 1 percent.

ARTICLE 8 – HEALTH INSURANCE – CAFETERIA PLAN

In accordance with "The City of Upland Cafeteria Plan", the city provides a Section 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.

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

B. 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.

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.

- Employees hired prior to January 1, 2016 - The maximum amount of cash in lieu that an employee may receive is $**1031.23**.
- Employees hired on or after January 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.

BENEFITS CONTRIBUTION

For employees in this unit hired prior to January 1, 2016, the city will contribute the following Cafeteria Plan allowance:

- Effective January 1, 2016 $1031.23

For employees in this unit hired on or after January 1, 2016, the city will contribute the following to the Cafeteria Plan Allowance:

- Employee Only 100% of lowest cost plans for health, dental, vision
- Employee plus one 100% of lowest cost plans for health, dental, vision
  To a maximum of $1031.23
- Family 100% of lowest cost plans for health, dental, vision
  To a maximum of $1031.23

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 over the impact of the decision.

ARTICLE 9 – RETIREE HEALTH INSURANCE REIMBURSEMENT

a. FOR RETIREES IN CALPERS MEDICAL: The City shall contribute monthly on behalf of each retiree 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.

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.

c. An additional $45 per month allowance is provided for spouse if the spouse is covered under the retiree's insurance.

d. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance.

Year of Service	City's Monthly Payment - Retirees in PERS Medical	City's Monthly Reimbursement - Retirees in other than PERS Medical
10 to 14	PERS statutory minimum	$72.57
15 to 19	PERS statutory minimum	$96.81
20-24	PERS statutory minimum	$121.05
25 or more	PERS statutory minimum or $145.14, whichever is greater.	$145.14

The provisions of this article above shall only apply to bargaining unit members hired on or before December 31, 2012. For bargaining unit members hired after January 1, 2013, the City's retiree health contribution will be limited to the CalPERS statutory minimum as provided each year in the Public Employees' Medical and Hospital Care Act (PEMHCA) for those retirees in enrolled in PEMHCA, only.

ARTICLE 10 – RETIREE MEDICAL BENEFIT TRUST

The City has taken all action reasonably necessary to enable the Association to implement the provisions of its Retiree Medical Benefits Trust (RMBT), at no cost to it or its members. All unit employees shall be required to participate in the Association's RMBT and to contribute funds in accordance with IRS regulations in amounts set from time to time by the Association. The City will be notified of any changes to the fund contribution rate at least 30 calendar days in advance. The City further agrees to provide administrative support to make periodic pre-tax payroll deductions and payments of accrued leave balances upon separation to the RMBT (or to the employees' 457 accounts if the employees make that designation). The Trust is an independent entity, formed and administered by the labor organizations participating in the trust, over which the City exercises no control. Benefits paid by the trust are not a component of the MOU and are not negotiable.

The Association has elected that all unit members shall make the following contributions effective upon establishment of the RMBT:

a. Vacation Leave: Upon separation, the value of 100% of all accrued, unused Vacation Leave shall be credited to an employee's individual account in the trust at the employee's rate of pay in effect at the time of separation.

b. Sick Leave: Upon receiving a service or disability retirement from CalPERS, a unit employee may elect one of the following three (3) options for payment of unused sick leave:

    1. One half (50%) of accrued sick leave, up to a maximum of 625 hours, shall be contributed to the employee's individual account in the trust, at the employee's hourly rate in effect at the time of retirement from the City.

        A. All or part of this value may also be used to pre-fund any premium payments due for participation in the group portion of the post retirement medical benefit trust.

        B. In the event only part of the value is used to pre-fund any premium payments, the remaining value shall be applied to the employee's individual account in the Trust.

    2. One half (50%) of accrued sick leave, up to a maximum of 625 hours, shall be contributed to the employee's Section 457 Deferred compensation account, at the employee's hourly rate in effect at the time of retirement from the City; OR

    3. One half (50%) of accrued sick leave may be used as personal leave immediately prior to retirement, up to a maximum of 625 hours.

ARTICLE 11– LIFE INSURANCE

The City provides Association members with group life insurance in an amount equal to one times (1x) their annual salary, plus AD& D coverage.

ARTICLE 12 – 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 $5,000 per month after 60 days (or use of all sick leave, whichever is later) to qualified members of this unit. If sick leave is exhausted prior to the end of 60 day period, the employee may use other accrued leaves.

ARTICLE13- EDUCATIONAL PAY

Employees in the unit are eligible for the following Educational Incentive Plan, after he/she has served one consecutive year of full time employment with the City. The employee will be compensated as follows:

1. 2.5% of base salary for an Associate's Degree, or

2. 5.0% of base salary for a Bachelor's Degree.

3. These amounts are not cumulative.

4. In order to qualify for this incentive, the college degree must be in Fire Science or a related field. Any questionable degrees will be considered by a joint labor/management committee to include HR Director, Fire Chief, and UFFA negotiation team representative. The committee will also review applicability of an employee's prospective degree and will provide their approval in writing.

5. This benefit will replace the UFFA's current educational incentive provision (one-time only payment). Those employees who were receiving educational incentive prior to June 30, 1985 will continue to receive the same compensation and will not be affected by this change.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) as Educational Incentive.

ARTICLE 14 - LONGEVITY PAY

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

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1) as Longevity Pay.

ARTICLE 15 - MERITORIOUS PAY

It is recognized that certain employees will put forth the extraordinary efforts and produce outstanding results for the City. It is desired to reward these individuals. An incentive pay method has been established to encourage all employees to utilize fully their capabilities on behalf of the City. Employees recommended by their department heads and approved by the City Manager may be granted a five percent (5%) increase in salary for period of 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. Any employee in the unit who uses 24 hours or less sick time in the period from December 1st through November 30th, and has at some time during that period accrued 1000 hours of sick leave, and has between 952 and 1000 hours of accrued sick leave as of December 1st will receive $200. Computations will be made and payment will be in the form of a lump sum payable on the first payday in December of each year. Such payment will only be made to persons actually in the employ of the City on the date of payment.

ARTICLE 16- OVERTIME PAY

Shift fire personnel shall receive straight-time pay for all hours worked in a 12-day "work period" to a maximum of 216 hours excepting where other special arrangements are made with supervisors. Shift fire personnel will receive an additional half time pay for those hours worked between 204 and 216.

Paid vacation leave, sick leave and 4850 time during a work period will be counted as hours worked for overtime purposes.

ARTICLE 17 – PARAMEDIC INCENTIVE PAY

Paramedic Incentive Pay shall be included as Firefighter base salary when a Firefighter is assigned to and certified as a Paramedic. Paramedic Incentive Pay shall be equal to fifteen percent (15%) of Step 13 of the Firefighter salary range.

Effective January 1, 2005, Firefighters who qualify for and are receiving a Paramedic Stipend will be eligible to continue to receive their Paramedic Stipend in the amount of 15% of 13 Step of the Firefighter salary range when they promote to Fire Engineer.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) as Paramedic Pay.

ARTICLE 18 – SPECIAL ASSIGNMENT PAY

Hazardous Materials Assignment

a. Should Police be granted a special assignment pay that exceeds the amount below for participation in the SWAT team, Fire Personnel participating in the Hazardous Materials response team will be compensated in a like amount.

b. Salary differential while on such assignment shall be 2.5% of Step "13" Fire Engineer classification.

c. Assignment will be for a minimum of 3 years, once selected for such assignment by the Fire Chief.

d. Those who have already served in such assignment shall have prior years credited towards the above 3 year commitment.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) as Hazard Premium.

ARTICLE 19 – MINIMUM CALLBACK

A minimum of two hours compensation will be provided for an employee who is "called back" to duty after a break in service from his regularly scheduled duty shift.

A minimum two hours compensation will apply if the Employee is required to spend less than that amount of time on duty as a result of the call back and further the employee will be compensated for the actual time worked should the call back exceed the two hour minimum.

ARTICLE 20 – 48/96 WORK SCHEDULE

Employees would be regularly scheduled to work two consecutive twenty four hour shifts (for a total of 48 consecutive hours), followed by 96 consecutive hours off.

ARTICLE 21 – UNIFORMS

The City will provide the required uniforms for unit members and the Deputy Fire Marshal shall receive a uniform allowance in the amount of $174 per year for the purchase, maintenance and cleaning of uniforms after completion of 12 months of employment. Uniforms will be provided at the time of appointment.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) as Uniform Allowance for the purchase, rental and/or maintenance of the required uniforms.

ARTICLE 22 – HOLIDAYS

Employees in the unit working a 24 hour schedule shall be compensated for holidays with 5.53 hours of holiday pay per pay period. *Note: The City recognizes 12 holidays at 12 hours per holiday.*

Employees in the unit working a 40 hour per week schedule shall be compensated for holidays in accordance with the following holiday schedule, 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)

* Eight *(8) hour holiday*

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. All holidays shall be 10 hours unless otherwise noted.

The parties agree that to the extent permitted by law, the Holiday Pay is additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and shall be reported as special compensation pursuant to Title 2 CCR, Section 571(a)(5).

ARTICLE 23– FLOATING HOLIDAYS

The Deputy Fire Marshal 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 24 – SICK LEAVE

Shift personnel shall earn 5.5 shifts of sick leave per year. (5.17 hours per pay period). The maximum accrual cap on sick leave is 1250 hours.

Once an employee has accumulated 1250 hours and the employee uses sick leave, he shall then

once again accrue no more than 5.17 hours per pay period until accrual balance reaches maximum accumulation of 1250 hours.

Notwithstanding any other provision of this MOU, the City shall provide every employee at least as much sick leave as required by California Labor Code section 245 et seq. as it now exists or may be amended during the term of this Agreement. The City shall inform the Employees when it establishes or alters a policy governing the allowance of such leave.

ARTICLE 25 – VACATION

Vacation shall accrue for employees in the unit working 24 hour shifts based on the following schedule:

01 – 02 Years of service	5.5 Shifts per year
03 – 05 Years of service	6.5 Shifts per year
06 – 10 Years of service	8.5 Shifts per year
11 – 16 Years of service	9.0 Shifts per year
17 Years of service	9.5 Shifts per year
18 – 19 Years of service	10.5 Shifts per year
20 + Years of service	11.0 Shifts per year

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

Vacation shall accrue for the Deputy Fire Marshal based on the following schedule:

01 – 02 Years of service	96 Hours per year
03 – 05 Years of service	120 Hours per year
06 – 16 Years of service	152 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.

In the first pay period in December of every year, employees in the bargaining unit may be paid cash in lieu of unused vacation for up to 48 hours if they have used a least 48 hours of vacation during the preceding year.

In addition to the cash out of vacation leave, above, employees may also do one or both of the following:

(1) Cash out put up to 24 hours of vacation leave one time per fiscal year upon submission of a written letter signed by the employee and the association president indicating that the cash out was due to a financial hardship.

(2) Donate the cash value of up to 24 hours of vacation leave to an employee or employees experiencing a hardship, provided the requesting employee(s) and the president of the association submits a written letter indicating that the employee(s) to whom the donation(s) is/are made are experiencing a hardship. Under this provision the employee may donate a maximum of 24 hours to any one employee per fiscal year, but may donate to multiple employees in the bargaining unit each fiscal year.

ARTICLE 26 – SHIFT TRADES

The parties agree that members shall be permitted to substitute or "shift trade" for one another, when approved by the employees' Battalion Chiefs and the change does not interfere with the operation of the Fire Department. When a shift trade is approved, the employee whose scheduled shift it is shall be credited for FLSA and payroll purposes as though he or she worked their shift and the employee who works for the scheduled employee shall not receive compensation from the City or be credited with hours worked under the FLSA. The City is not required to keep a record of shift trades and unit employees shall be responsible for ensuring that all time owed is repaid. By agreeing to shift trades, both employees acknowledge they do so freely. Any unit employee may refuse to shift trade without sanction and without being required to explain or justify the decision.

ARTICLE 27 - BEREAVEMENT LEAVE

Association members may use up to 5 consecutive days of accrued sick leave for the death of a spouse or blood relation up to 2 generations removed, including spouse's parents. Bereavement leave (5 days of accrued sick leave) may also be taken for the death of a dependent not related by blood who has lived within the employee's household for the preceding six months.

The City will consider a request for bereavement leave for the death of a member's aunt and uncle on a case by case basis.

Members may also take up to four hours per year to attend funeral services in the City of Upland for situations other than the above with Department Head approval.

ARTICLE 28 – SURVEY CITIES

The City and the Association agree to use the following agencies for surveying salaries and benefits: Chino Fire District, Los Angeles County, City of Montclair, City of Ontario, City of Rancho Cucamonga and City of Arcadia.

ARTICLE 29 – WORKERS' COMPENSATION BENEFITS

All workers' compensation benefits shall be paid in accordance with the Labor Code and all other applicable laws.

ARTICLE 30 – LAYOFF PROCEDURE

1. No regular UFFA bargaining unit employee shall be laid off from any position while non-regular employees are retained in any UFFA bargaining unit position. Non-regular employees shall not have re-employment rights, but shall be maintained on an eligibility list.

2. Any regular UFFA bargaining unit employee who on their most recent annual performance appraisal has received an overall performance rating of "unsatisfactory" shall be laid off prior to any employee who has received an overall performance rating of "below expectations" or above.

3. Seniority with the Upland Fire Department is the basis upon which an employee shall be laid off after the application of Sections 1 and 2 above. Overtime shall not be credited nor shall time spent on approved leave without pay excepting for military leaves. In the event of a tie of accumulated time, the employees will draw lots to determine preference. Time spent as a Reserve Firefighter shall not be credited for seniority purposes. Time spent on approved non-paid leave shall constitute a break in service.

    a. **Seniority shall be based upon the following factors:**

        i. Firefighter classification – hire date;

        ii. Fire Engineer classification – promotion date;

        iii. Fire Captain classification – promotion date;

        iv. Any employee who promotes to rank above Captain shall retain their original hire date and promotion date for defining seniority;

        v. Any employee re-promoted on or before February 28, 2004, shall retain their original promotion date per this Memorandum of Understanding.

4. Employees in all represented classes shall be ranked by seniority credit. The individual(s) with the least seniority shall be laid off before those with greater seniority as defined in Section 3 above. Layoffs under this provision shall be regardless of rank. After the correct number of necessary layoffs has been accomplished, rank classifications shall be adjusted as follows:

a. In the case of demotions, all members in each job classification shall be pooled in a group for their given class.

b. A seniority list will be compiled, for each classification, using each individual's promotion date in their given class as defined in Section 3 above.

c. The person(s) with the most recent promotion date will be bumped down to the next lower classification. The person(s) with the least seniority will be bumped down to the next lower classification.

d. If a person(s) is/are bumped to the next classification down, creating an excess of personnel in the lower classification, the person(s) in that classifications (including the person[s] that were just bumped to it) will be pooled for the purposes of compiling a seniority list.

e. The person(s) with the least seniority will be bumped down to the next lower classification.

f. If an employee being bumped to a lower classification has never held that class, then the date of promotion in the higher class shall be used for that employee.

g. Demoted employees shall be reinstated to promotional positions as promotional openings occur and such re-promoted employees shall not be subject to a promotional probationary period, subject to current bargaining agreements, effective no later than February 28, 2004.

5. An employee that has been bumped from a given classification shall be placed on the salary step nearest to but not higher than the position being held prior to bumping, but in no event higher than "E" step of the position being bumped into.

6. **Re-Employment Rights**

a. Regular employees laid off are eligible for re-employment for a period of 36 months provided they are found by a physician to be physically able to resume their duties. No new personnel shall be hired for represented classes until the re-employment list has been exhausted.

b. An employee's name may be removed from the re-employment list for the classification from which they have been laid off if they fail to respond to a written notice of employment within 24 calendar days of notification or be unable to accept the re-employment position within 30 calendar days of the notice thereof. Employees who have been reinstated on re-employment lists shall be eligible to complete in promotional examinations for which they qualify.

c. Laid off employees do not accumulate seniority while on re-employment lists. If a person is re-employed by the City within 36 months after the date of previous termination, his/her sick leave accumulation shall be reinstated. Service credit for vacation allowance and service credit for longevity pay shall be reinstated. Employees off less than 6 months shall assume previous accrual rates for vacation, sick leave balance shall be reinstated, and no probation will be required. If employee is off for greater than 6 months, a one year probationary period is required.

ARTICLE 31 – NO JOB ACTION

1. Job Action

   a. The UFFA, its officers, agents, representatives and/or members agree that during the term of this agreement they will not withhold safety services or engage in, cause, or condone, or support any strike, walkout, sickout, or job action which interferes with the conduct of City business and operations. Nor will they honor any job action by any other City employees or recognize a picket line of a labor organization while in the course of the performance of their official duties.

2. Association Responsibility

   a. In the event of an unauthorized job action as specified in Section a., the City agrees that there will be no liability on the part of the UFFA provided the employee organization promptly and publicly disavows such unauthorized action, immediately orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations; and provided, further, that the UFFA notifies the City in writing within forty-eight (48) hours after the commencement of such job action as to the measures it has taken to comply with the provisions of this agreement.

3. Disciplinary Action

   a. Parties acknowledge that employees who violate Section a. of this No Job Action Provision have engaged in serious misconduct and parties acknowledge that the City may discipline employees for participating in this conduct up to and including discharge at the City's discretion.

ARTICLE 32 – PARAMEDIC PROGRAM

On July 8, 2002, the City Council of the City adopted Resolution No. 5342 titled "Resolution of the City Council of the City of Upland Amending the Compensation Plan for Fire Employees" whereby the Paramedic Assignment premium pay of 15% of Step "13" on top of base salary was attached

to the presently existing classification of Firefighter.

A Firefighter or Fire Engineer assigned as a paramedic is an assignment with premium pay rather than a different classification. Classifications of Firefighter and Fire Engineer shall remain unaffected.

Employees occupying the classification of Firefighter designated to regular paramedic duties shall receive a paramedic assignment bonus of 15% above their base salary calculated as 15% above the Step "13" Firefighter base salary.

The City and the Association agree that Fire Fighters who qualify for and are receiving a Paramedic Stipend will be eligible to continue to receive their Paramedic Stipend in the amount of 15% of Step "13" in the Firefighter salary range when they promote to Fire Engineer.

All future new hires to the classification of Firefighter will be required as a condition of employment to possess the appropriate paramedic certificate and work the Paramedic Assignment. Paramedic Assignments will not affect the station, engine, and truck minimum staffing and manning requirements and agreements as may exist between the parties.

The parties acknowledge that the City must employ a sufficient number of paramedics to maintain the Paramedic Program and ensure there are a sufficient number of paramedics to provide service to the citizens of Upland. To that end, once an employee is certified as a Paramedic he/she will be required to maintain that certification. An employee assigned to Paramedic who is unable to maintain his/her certification prior to its expiration will be assigned to the Fire Prevention Bureau upon expiration of the certification for a period of up to 30 days while he/she tries to become recertified. The parties agree that the 30 day period is a grace period so that the employee may maintain his/her full compensation for up to 30 days after the expiration of the certification. If after 30 days the employee is unable to become recertified, he/she will be placed on an unpaid leave of absence (he/she can use accrued vacation leave up to 60 calendar days to cover the absence if desired) until he/she can receive the certificate.

The City will provide and/or pay for training and recertification classes for employees assigned to the Paramedic Assignment to keep their paramedic certificates current. The City will pay for the time spent in training and the cost of the training class and necessary supplies if applicable. An employee not assigned to the Paramedic Assignment is not required to keep his/her paramedic certificate current unless keeping the paramedic certificate current is required by the City, in which case the City is obligated to provide on-duty or overtime training time and pay for all the costs related to such training for currency of the paramedic certificate. In the event an employee fails the recertification test after attending the training and classes required at a minimum to maintain such certification, the employee will need to take the necessary class or classes and pass the recertification test at his/her own expense. The City is not obligated to provide at its cost subsequent or remedial training until the employee passes the recertification test.

If an employee in a non-paramedic assignment, who possesses a current paramedic certificate,

is assigned to backfill a paramedic assignment, the employee so backfilling the positions gets the premium pay of 15% of Step "13" Firefighter base salary for the entirety of the shift being backfilled. Normal "move up" or acting out of class or temporary assignment pay differentials apply whether the employee temporarily occupying a different classification is paramedic certified or not.

Fire Captains are not eligible for the Paramedic assignment pay.

ARTICLE 33 – MOVE UP

A side letter between the City of Upland and the Upland Fire Fighters' Association agreed to on November 26, 1996, states that the elimination of Move Up Procedures will be effective immediately upon date of signature (of the side letter) with the understanding that the items listed are applicable to the Program as it relates to employees represented by Upland Fire Fighters' Association. Items agreed to in the side letter are hereby attached and made part of the MOU.

ARTICLE 34 – MINIMUM STAFFING

Each shift shall be staffed by four Captains, four engineers, and four firefighters and all vacancies shall be covered rank for rank, i.e., a Fire Engineer scheduled vacation shall be filled by a Fire Engineer. The Fire Chief shall retain the right in an emergency to deviate from this policy and shall, as soon as circumstances allow, structure manpower in compliance with this agreement.

The Upland Fire Department participates in the Master Mutual Aid Agreement within the State of California. It is common for Upland resources to be deployed outside the City. In order to maintain the safety of personnel and to adhere to State Standards, The Fire Department will send the appropriate number of personnel for the deployed unit at all times, regardless of jurisdiction. This does not preclude the Fire Chief or his/her designee from deviating during a staffing shortage or emergency situation. Example: Type 1 Strike team – Minimum 4 personnel.

Effective July 1, 2013, each fiscal year, the City may reduce minimum staffing on up to 45 shifts from 12 Association members to 11 Association members. This shall be accomplished by not backfilling a vacancy on a shift. The decision to reduce minimum staffing on a particular shift shall be made by the Fire Chief or his/her designee. During the term of this MOU, the City can request that the Association agree to reopen negotiations on this Article 35, solely as it pertains to the number of shifts per fiscal year whereby the City may reduce minimum staffing from 12 Association members to 11 Association members. This provision shall expire on June 30, 2016.

ARTICLE 35 – PROFESSIONAL CLAUSE

On-duty personnel shall not be required to perform tasks that are not routine maintenance items, which are normally performed by contractors or other trades personnel. This shall not preclude Fire Department personnel from voluntarily performing such tasks for hire while off-duty. Any

issues that arise as to what constitutes "routine maintenance" shall be resolved between the Fire Chief and the UFFA.

ARTICLE 36 – FIRE RESERVE PROGRAM

A side letter between the City of Upland and the Upland Fire Fighters' Association agreed to on August 14, 1995, states that the Fire Reserve Program will be effective immediately upon date of signature (of the side letter) with the understanding that the items listed are applicable to the Program as it relates to employees represented by Upland Fire Fighters' Association. Items agreed to in the side letter are hereby attached and made part of the MOU.

ARTICLE 37– DAYLIGHT SAVINGS CHANGEOVER

For those employees working shifts during the changeover to or from Daylight Savings Time, employees shall be paid for 24 hours of "straight time", regardless whether the employee actually works 23 or 25 hours. Should the employee work prior to the designated starting time of his shift or following the designated ending time of his shift, they shall be eligible for overtime compensation according the existing rules, laws and practices.

ARTICLE38 – 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 39 – UNION RELEASE TIME BANK

The parties agree that effective on July 1, 2012, the City will administer a leave bank entitled Union Release Time Bank. Effective on the first day of the payroll period starting after July 1, 2012, each member shall have his/her vacation bank reduced by four (4) hours and those hours will be placed into the Union Release Time Bank. Beginning in the second pay period in July 2012, members' vacation accrual accounts shall be reduced .23 hours per pay period and those hours shall be deposited into the Union Release Time Bank.

A unit member, upon approval of his or her supervisor, may be absent from his or her assigned shift to attend conferences, classes and other union related functions. The employee absent from work shall be paid his or her regular salary and the Union shall deduct from its Union Release Time Bank the number of hours required to backfill (including at time and one half if applicable) the absent employee on union release time.

Hours in the Union Release Time Bank at the end of the fiscal year will carry over into the following fiscal year. It is the responsibility of the Union to keep track of the hours in the Union Release Time Bank and provide the City with a quarterly accounting of the hours in the bank.

ARTICLE 40 – SAVINGS CLAUSE

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Agreement shall remain in full force and effect.

CITY OF UPLAND

_____ _____
Rod Butler, City Manager Date

_____ _____
Jeannette Vagnozzi, Deputy City Manager Date

UPLAND FIREFIGHTERS ASSOCIATION

_____ _____
Jeff Schneider, President Date

_____ _____
Brad McCaulley, Vice President Date