MEMORANDUM OF UNDERSTANDING (M.O.U.)

BETWEEN

THE CITY OF UPLAND

AND

THE UPLAND POLICE OFFICERS' ASSOCIATION (UPOA)

July 1, 2015 to June 30, 2017

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UPLAND
AND
THE UPLAND POLICE OFFICERS' ASSOCIATION
JULY 1, 2015 – JUNE 30, 2017

ARTICLE 1 - TERM OF AGREEMENT

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

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 Police Officers' Association (hereinafter referred to "Association").

ARTICLE 3 – RECOGNITION

The Association is the recognized employee organization for the personnel employed in the Police Department occupying the classifications of Police Officer and Police Detective.

ARTICLE 4 - MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 5 – SALARIES

a. Effective the first full pay period following MOU ratification by the UPOA and City Council approval, each unit employee shall receive a one-time distribution of $500.00.
b. Effective January 1, 2016, all employees in this unit will receive a 1.5% increase in base salary.
c. Effective the first full pay period following July 1, 2016, all employees in this unit will receive a 1.5% increase in base salary.
d. The parties to this MOU agree for future reference that the survey cities remain as the following cities: Rialto, Ontario, West Covina, Chino, Glendora, and Fontana.

ARTICLE 6 – RETIREMENT

Classic Employees:

1) The City of Upland provides its Police Officers and Detectives with membership in the California Public Employees' Retirement System (CalPERS), 3% @ 55 retirement formula.

Effective January 1, 2016, "Classic" employees defined by the Pension Reform Act of 2013 will pay the nine percent (9%) CalPERS employee/member contribution and an additional one and one-half percent (1.5%) "cost sharing" pension contribution; total employee/member contribution to be ten and one-half percent (10.5%). This cost sharing pension contribution shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

Effective the first full pay period following July 1, 2016, "Classic" employees defined by the Pension Reform Act of 2013 will pay the nine percent (9%) CalPERS employee/member contribution and an additional three percent (3%) "cost sharing" pension contribution; total employee/member contribution to be twelve percent (12%). This cost sharing pension contribution shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

2.) The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee "cost sharing" contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits.

The City contracts with CalPERS for the Single Highest Year Option for all employees who are not defined as "new members" pursuant to the Pension Reform Act of 2013 and the 1959

Survivor Benefit, 3rd level for all members of the bargaining unit. There is an employee cost of $2.00 per month for the 1959 Survivor Benefit.
The agreement between the City and CalPERS allows for the buy-back of time served by the employee in the Military as defined under PERS Regulation, Section 21024.

The City, at the Police Chief's discretion, and in accordance with the law, will allow police officers who voluntarily retire from City service and who are at least 50 years of age at the time of retirement to be rehired as a contract service worker (CSW-Retiree) in his/her previous position for a period not to exceed 960 hours in the fiscal year of retirement and for an additional 960 hours in the fiscal year following retirement. The CSW-Retiree will be paid at the hourly rate earned and hold the same rank as on the last full day of employment. CSW-Retirees will receive one-third of the Cafeteria amount provided full-time officers and the same uniform allowance as received by full-time officers. CSW-Retirees are employed on an at-will basis and shall not be eligible for any layoff benefits. All applicable PERS regulations and statutes regarding the employment of retirees shall apply.

Pension Reform Act of 2013:

1) The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013; hereinafter "the Act") 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 go into effect, it shall do so notwithstanding the terms otherwise of this MOU. Either party may request to negotiate over the impact of such subsequent legislation.

2) Two Tier Retirement: Pursuant to the Act, for "new members" (as defined by the Act) who are employees hired after January 1, 2013, they will be hired pursuant to the 2.7% @ 57 retirement formula.

3) For "new members" (as defined by the Act) who are employees hired after January 1, 2013, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement.

4) For employees defined as "new members" by the Act hired after January 1, 2013, they shall pay the higher of the classic member contribution or one half of the total normal cost rate as defined by the Act as their employee retirement contribution.

ARTICLE 7 - DEFERRED COMPENSATION

The City will contribute two hundred and fifty dollars ($250) per month on behalf of Police Detectives toward their ICMA Deferred Compensation account.

The City will contribute two hundred dollars ($200) per month on behalf of Police Officers with a minimum of 15 years of continuous service with the City of Upland toward their ICMA Deferred Compensation account.

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 $1015.00.

- 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 $1141.00
- Effective January 1, 2017 $1267.00

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
- Family — 100% of lowest cost plans for health, dental, vision To a maximum of $1267.00

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.

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

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

10 - 14 years of service	PERS statutory minimum
15 - 19 years of service	PERS statutory minimum
20 - 24 years of service	PERS statutory minimum
25 + years of service	$145.14 per month

The provisions of this article above shall only apply to bargaining unit members hired on or before December 31, 2015. For bargaining unit members hired after January 1, 2016, 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 HEALTH SAVINGS ACCOUNTS

Effective January 1, 2007, 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

Upon retirement, all UPOA members shall convert 50% of accrued sick leave, 100% of accrued vacation and 100% of compensatory time to cash and deposit into their Retiree Health Savings Account on a tax deferred basis (in accordance with IRS guidelines).Therefore, the current options of cashing out half of accrued sick leave or using Personal Leave (1/2 of accrued sick leave) at retirement will no longer be allowable.

ARTICLE 11 – LIFE INSURANCE

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

ARTICLE 12 – BILINGUAL PAY

The City will provide compensation in the amount of 2.5% of base salary for employees in the unit who successfully complete a fluency examination.

ARTICLE 13 – COURT STANDBY PAY

Police Officers and Detectives in such on-call status will be paid 2.5 hours at the overtime rate in which there is any on-call time.

ARTICLE 14 - COURT CALL OUT

Employees in the unit who have been called to court from their off duty time will receive a minimum of three hours compensation at time and one half (1 ½).

If employees who have been called to court from their off duty time are required to return to court in the afternoon after the lunch break, the employee may be reimbursed for lunch up to $10.00, if a receipt for lunch is provided.

ARTICLE 15 – EDUCATION INCENTIVE AND POST CERTIFICATE PAY

All employees in this unit will receive Education Incentive Pay in the following amounts, effective January 1, 2006:

2.5% of base salary for an Associate's Degree (or equiv. college units)
OR
5% of base salary for a Bachelor's Degree (or equiv. college units).

All employees in this unit will receive POST Certificate Pay in the following amounts, effective January 1, 2006:

2.5% of base salary for an Intermediate POST Certificate
OR
5% of base salary for an Advanced POST Certificate.

Eligible employees may only receive one payment amount within each category of Incentive Pay, to a maximum allowable of ten percent (10%) of base salary.

Educational Incentive and POST Certificate Pay will take effect when employees in the unit reach Step D in the salary schedule.

Those employees who were receiving educational incentive and POST certificate pay prior to June 30, 1985 will continue to receive the same compensation and will not be affected by this change.

ARTICLE 16 – DETECTIVE STANDBY PAY

Detectives shall be paid $400 per week for each week of call-out assignment, regardless of whether the employee is actually called to work or not.

Detective Standby pay will be paid in accordance with the Detectives Standby Pay Policy, dated December 10, 2001. (Attachment A)

ARTICLE 17 – HOLIDAY PAY

All employees serving in classifications covered by this MOU shall be compensated in cash for City designated holidays at the rate of 4.61 hours pay per pay period.

ARTICLE 18 - LONGEVITY PAY

Employees in the unit with ten (10) years or more of continuous City service will receive a two and one half percent (2.5%) increase in base salary, effective January 1, 2016.

Employees in the unit with twenty (20) years or more of continuous City service will receive an additional two and one half percent (2.5%) increase in base salary, for a total of five percent (5%) longevity pay.

The longevity pay will be given through the merit system as a step advancement at ten (10) and twenty (20) years.

ARTICLE 19 - MERITORIOUS PAY

It is recognized that certain employees will put forth the extraordinary efforts and produce outstanding results for the City. It is desired to reward these individuals. An incentive pay method has been established to encourage all employees to utilize fully their capabilities on behalf of the City. Employees recommended by their department heads and approved by the City Manager may be granted a five percent (5%) increase in salary for a period of three months, six months, or one year. Department head recommendations will be submitted annually on May 1st. 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 Police Officer or Detective 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 20 - OVERTIME PAY

Unit employees shall receive overtime at the rate of one and one-half (1 ½) times their regular rate of pay for time worked in excess of 40 hours in a 7 day work period. Paid vacation and sick leave during a work period is counted as hours worked for overtime purposes.

ARTICLE 21 – COMPENSATORY TIME OFF

Effective January 1, 2010, employees in the unit may not accrue more than two hundred forty (240) hours of compensatory time off.

An Officer who requests to use Compensatory Time Off (CTO) will be permitted to do so pursuant to the following:

1. All requests to use CTO must be made in writing on the Request for Time Off Form. Request may not be placed in the in-box , e-mailed, or given in any other manner.
2. All requests to use CTO must be made at least three (3) days in advance of the date the officer wishes to use CTO. The Chief of Police or his designee have the authority to approve or deny any CTO request made within the three (3) day minimum requirement.

3. Officers who request to use CTO must find a replacement officer willing to work his/her shift if the request will take the shift below minimum staffing as outlined in the Police Department Policy. The Watch Commander shall also be notified of such as part of the written request to use CTO.

4. An officer requesting to use CTO who is unable to do so because he/she cannot find a replacement for a period of one year, after the request is made , will be cashed out of the CTO he/she requested. Although the parties do not expect this will ever happen, this provision is included in the agreement to comply with the requirements of the FLSA.

5. Notwithstanding paragraphs 2 and 3 above, if an officer requests to use CTO on New Year's Eve, Easter, Halloween, Christmas Eve and on any official City Holiday as designated by the City Council the officer must find and identify the replacement officer to work his/her shift if he/she wants to use CTO even if the shift is above minimum staffing.

6. Notwithstanding all of the foregoing, the association and the City acknowledge that there may be times when during the shift an employee may request to use comp time for the remainder of the shift. Such requests will be approved at the discretion of the Chief of Police or his/her designee providing staffing levels are appropriate and the employee's CTO does not result in an unduly disruption to the department's operation.

7. The Fair Labor Standards Act (FLSA) and its regulations provide that request to use CTO shall be granted if made with reasonable notice to the employer and if not" unduly disruptive" to the agency's operations. If the association believes that it has become a practice of the Department to deny CTO to avoid payment of overtime it has the right to require that the Department meet and confer to discuss the practice.

ARTICLE 22 - SPECIAL ASSIGNMENT PAY

Effective, January 1, 2008, Police Officers will receive Special Assignment Pay in the amount of five percent (5%) of base salary when assigned to the following special details: Impact Officers, Canine Officers, Motorcycle Officers, Narcotics Officers, School Resource Officers, and Detective Lead. Field Training Officers (FTO's) will receive Special Assignment Pay in the amount of five percent (5%) of base salary when assigned as an FTO and only while serving in that capacity.

Effective January 1, 2009, the method of payment for Field Training Officers (FTO's) will change. Instead of providing a five percent (5%) increase in base salary only when Officers are assigned to be an FTO, the City may designate up to 10 FTO's to receive a 5% increase in base salary on an on-going basis. Employees will be assigned to be FTO's as determined by the Chief of Police to ensure optimal departmental operations and an FTO on each shift.

ARTICLE 23 - UNIFORM ALLOWANCE

Employees in the unit receive a uniform allowance in the amount of $884 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. This allowance will be paid twice a year (½ in June and ½ in December).

In recognition of the City's financial difficulties in fiscal year 2009/2010, unit members agree to reduce the June 2010 uniform allowance payment by $299.

ARTICLE 24 - SICK LEAVE

Employees in the unit earn sick leave at the rate of 8 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.

Bargaining unit members who use less than 40 hours of sick leave between November 1 and October 31 of each year (this, of course, covers two calendar years) may request to cash out twenty (20) hours of sick leave each year. Such request needs to be made in writing to the Human Resources Department during the month of November. If such a request is made, the payment will be made in the first pay period of December of every year. Employees in the unit who used less than 40 hours of sick leave between November 1, 2011 and October 31, 2012 are eligible to make the request for this cash out assuming that they do so by January 31, 2013.

ARTICLE 25 - VACATION

Vacation shall accrue for employees in the unit based on the following schedule:

01 – 02 Years of service	96 Hours per year

03 – 05 Years of service	120 Hours per year
06 – 10 Years of service	152 Hours per year
11 – 13 Years of service	160 Hours per year
14 – 16 Years of service	168 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 month November of each calendar year, employees who have used at least 40 hours of accrued vacation between the preceding November 1 and October 31 may cash out (by making a written request) up to 40 hours of their accrued vacation. Such request must be received by November 30 in Human Resources. If such a request is made, the payment will be made in the first pay period of December of every year. For calendar year 2013 only, employees may cash out up to 40 hours of accrued vacation both in January 2013 as well as in November 2013.

ARTICLE 26 - 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 27 – BREAK AND MEAL PERIODS

Patrol Division will receive one 45 minute meal break and two 15 minute breaks (workload permitting) during their full shift. Although officers are subject to calls during the entire break, every effort will be made not to interfere with their meal break.

Emergency calls will be handled immediately by any unit available. If no unit is available, the officer will be called away from their break to respond.

ARTICLE 28 - NO STRIKE PROVISION

The Association agrees that it shall not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

ARTICLE 29 – DISCIPLINE AND PERSONNEL FILES

Discipline:
The disciplinary appeal process shall culminate in an arbitration, using a mutually selected arbitrator from the State Mediation and Conciliations Service experienced in police disciplinary cases. The arbitrator's decision in suspension, demotion and termination cases shall be final and binding.

Personnel File:

Pursuant to the side letter agreement dated July 30, 2001, where the officer has not repeated similar misconduct, unit members shall have removed from his/her personnel file any internally generated and citizen generated disciplinary action at the (5) five year anniversary of the discipline.

Documents, pertaining to an "Internal Investigation" not sustained and Traffic Accidents contained in the official personnel file may be removed after four (4) years.

The request to remove documentation for repeated similar misconduct shall be in writing, shall state the basis for the request, and be determine by the Police Chief's discretion to remove the documentation. A decision not to remove a document which is more than five years old is not subject to the grievance procedures and is not subject to challenge by an employee.

Employees in the unit wishing to inspect his/her personnel file may do so by contacting the Human Resources Department.

ARTICLE 30 – WORK SCHEDULE

Effective January 21, 2001, the parties agree to convert the 4/10 work schedule to a combination of a 4/10 and 3/12.5 work schedule. The new work schedule will include the following elements:

A. There are six shifts to select from. The 4/10 shift will have a day shift/swing shift and night shift. The 3/12.5 shift will have a day shift/night shift and a cover shift. Exhibit A attached hereto shows each of the shifts. Bargaining unit members working the 3/12.5 shift shall be required to work the following work shift: during a 28-day work period (which is permissible pursuant to Section 207(k) of the Fair Labor Standards Act), bargaining unit members would work twelve 12.5 hour shifts and one 10 hour shift for a total of 160 hours. The twelve 12.5 hour shifts shall be worked three consecutive days per seven day period and the 10 hour shift shall be worked on the day either before or after the three consecutive days. As such, in the workweek when the 10 hour day is worked, the bargaining unit member will work four days in a row.

B. The 10 hour shift would be scheduled at the discretion of the shift's Watch Commander (ultimately at the discretion of the Chief of Police) as follows: when bargaining unit members sign up for their 3/12.5 shift for six months in advance,

the Watch Commander shall choose a particular day (e.g., the third Monday or second Friday) which will be the 10 hour workday for the entire six month period. The Watch Commander shall note the particular day he has selected for the 10 hour workday on the sign up sheet in advance of it being circulated.

C. A 28 day work period (pursuant to Section 7(k) of the FLSA) will be in effect for all sworn police employees of the City. However, notwithstanding the FLSA work period, all sworn personnel shall have wages computed each pay period. Payment of regular wages and overtime (i.e., for work in excess of the regularly assigned shift) shall be made to sworn personnel on each bi-weekly payday. Sworn police personnel shall be compensated with overtime for all hours worked in excess of their regularly assigned shift. Hours worked shall include all time when an employee is necessarily required to be on the employer's premises on duty or at a prescribed work place. Even though paid leave does not count as hours worked pursuant to the FLSA, paid vacation, sick leave and compensatory time off shall count as hours worked for overtime purposes to this Agreement.

D. All bargaining unit members working a 3/12.5 work schedule shall work a 12 ½ hour shift.

E. All bargaining unit members working the 3/12.5 or 4/10 work schedules shall be allowed a paid 45 minute lunch break.

F. Bargaining unit members shall sign up by seniority, unrestricted; 2) bargaining unit members assigned to special assignments, i.e., Detective Bureau, Special Services, Administration and Training assignments, shall generally work from 7:00 a.m. to 5:00 p.m. Monday through Thursday or Tuesday through Friday. Actual shifts to be determined by Chief subject to operational need.

G. Notwithstanding the foregoing, if the Chief of Police determines that a need exists to move a bargaining unit member from one plan to another (from 3/12.5 shift to a 4/10 shift or vice versa) or from one shift to another (e.g., day shift to swing shift) to meet minimum staffing and/or emergency needs, he will do the following: 1) He will first post 10 days prior to the need to modify a unit member's work plan or shift a volunteer sign-up sheet asking for individuals who wish to volunteer to have their work plan or shift modified from their current plan or shift to the opposite work plan or another shift; 2) if he does not receive a volunteer(s), he will modify the work plan or shift of the least senior unit member who is working the work plan or shift from which the Chief needs to move a unit member(s) by moving that individual(s) to the opposite work plan or another shift to meet department needs (i.e., moving the unit member's work plan from a 3/12.5 to a 4/10 or vice versa or moving the unit member's work shift to another work shift).

ARTICLE 31 - 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 32 - 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.

ACTICLE 33 – "ME TOO" CLAUSE

In the event the Upland Police Management Association receives an increase or additional benefit during current negotiations, the Upland Police Officers Association will receive a similar benefit or increase.

Rod B. Butler
Rod Butler, City Manager

1/6/2016
Date

UPLAND POLICE OFFICERS ASSOCIATION

Maurice Duran
Maurice Duran, President

12/10/15
Date

ATTACHMENT A

AGREEMENT BETWEEN THE CITY OF UPLAND
AND
THE UPLAND POLICE OFFICERS ASSOCIATION

DETECTIVES STANDBY PAY POLICY

December 10, 2001

After meeting and conferring in good faith, the City of Upland (hereinafter "City") and the Upland Police Officers Association (hereinafter UPOA) agree to the following as an amendment to the presently existing Memorandum of Understanding between the parties:

1. The parties acknowledge that this policy addresses what is known as uncontrolled FLSA standby time. The parties agree that the time spent on stand-by by the detectives is not hours worked unless a detective receives a call to respond.

2. Two detectives will be on-call (i.e., standby) for an entire week, one week at a time, the week consisting of Tuesday through Monday, for the hours between a detective's normal shift end time through the detective's beginning of shift on the next regularly scheduled work day.

3. Once contacted by a supervisor for call-out, the detective will advise the supervisor of his/her approximate response time, understanding that the detective's response to the station or assignment location shall be reasonable and without undue delay. Although it is expected that most detectives living locally will be able to respond back to the station within 45 minutes of receiving a call, due to the fact that some detectives have a longer drive than others, may not be home when a call to respond is received or may need to shower if a call is received in the middle of the night, detectives responding to a call will have up to a maximum of one hour and 30 minutes to respond to a call. In addition, if a detective will be unable to respond within an hour and 30 minutes, he/she must call while on route to his/her supervisor and provide a reasonable explanation as to the reason and estimated time of arrival.

4. a. The department will provide detectives on standby with cellular phones and pagers so that they can be reached quickly and be able to discuss promptly the nature of the call-out.

   b. The supervisor shall page the detective on his/her department-issued pager. The employee will then respond from wherever he/she is located by cellular or regular telephone.

5. Detectives shall respond to any page or cell phone message within ten minutes of its receipt on the pager or cell phone. The supervisor shall leave a cell phone or telephone number where he/she can be reached (other than a pager.)

6. Detectives cannot consume alcoholic beverage during the standby week.

7. Detectives have the ability to trade on-call shifts with other detectives with supervisor approval. The supervisor shall not unreasonably withhold approval of a trade request. A supervisor's denial of a trade request shall be set forth in writing, including articulating the reason for such denial of the requested shift trade.

8.

a. The department shall post a sign-up roster consisting of a twenty-six (26) week calendar with two (2) slots per week beginning each Tuesday.

b. Detectives shall sign up by seniority established by time in grade as a detective, with ties broken by date of hire with the Police Department. All detectives, except for a detective working in an undercover assignment, are subject to this policy and shall be eligible for sign-up.

c. The sign-up schedule with two open lines for each week shall be posted for a three-week period prior to the beginning of the on-call period covered by the calendar. Employees shall have two weeks to sign up by seniority. A sergeant will ensure that sign-ups will occur in seniority order. The detectives may initially sign up for as many as six (6) on call shifts over the 26 week period, with no more than three (3) weeks in a row at any given time. Afterwards, the Chief of Police or designee will have one week to review the calendar and fill open slots at his discretion first utilizing detectives who have not signed up.

d. The department cannot scratch a detective from the call-out calendar without the detective's permission, unless that employee has worked three consecutive on-call shifts (three weeks), was called out more than two times during a call-out week, in which case the slot may be opened or was subject to a disciplinary suspension during the particular week signed up for by the detective. Any such slots opened during the twenty-six calendar week period shall be posted again for volunteers. If none, then the slot-filling process above will be repeated. Nothing prohibits a detective from requesting he/she be taken off-call due to tiredness or illness from working extensive overtime or constantly being called out.

e. If both on-call detectives have been called out, other detectives may be ordered to respond by supervision, in which cases those detectives get paid portal-to-portal.

9.

a. On-call (weekly) shifts may be adjusted if the detective on stand-by under this policy cannot respond within the time set forth above due to illness, training, court, or being out of town on department business (other than due to being called out). In such circumstances, the employee first will be given an opportunity to switch with another detective. If a switch cannot be made, the department may either: 1)

assign another employee to cover the shift, (by utilizing the provisions of Section 8 above) which employee assigned to cover an on-call shift will receive call-out pay for the week; or 2) not assign another detective for the weekly on-call shift.

b. An employee must notify his/her supervisor as soon as that employee knows of the inability to be on call for his/her shift.

c. A detective unable to complete his call-out period due to personal reasons (e.g., illness, family leave or bereavement) shall be entitled to receive pay pursuant to this policy for the number of days in the week he/she was on standby. For example, if a detective completes three days of the seven day standby period, he/she would be entitled to 3/7 of the weekly standby pay. The replacing employee (if the Department chooses to use a replacing employee) would receive the remainder of the standby pay compensation. Employees who are unable to complete their call-out period must, as soon as possible, relinquish the detective call-out car to the employee assigned to replace him or her. This provision does not apply if a detective cannot complete his/her call-out period because of job related reasons (e.g., training or court). In that situation, the employee will receive his/her full compensation for the call-out period even if the Department requires another detective to be on-call.

10. Detectives shall be paid $260 per week for each week of call-out assignment, regardless of whether the employee is actually called to work or not. The weekly call-out pay shall increase on January 1, 2003 to $280 per week and increase on January 1, 2004 to $300 per week.

11. Standby/call-out pay will be added to the base salary of employees for purposes of calculating overtime.

12. The department is to provide to detectives on call a detective unit with, at a minimum, a two-way radio, red light and siren to take home during the period of time while standby. The detective's unit cannot be used to transport passengers and can only be driven for personal use if the officer will be at a location while on standby which is more than 10 miles from his/her home and is closer to the Upland Police Department than his/her home. If, for some reason, a detective is not provided with a take-home unit, he/she will be paid portal-to-portal if called out. Travel time from the detective's home (or other point of departure following supervisor contact if the detective's location is closer to the City limits than his home) shall be compensated as overtime should the detective be directed to a call-out assignment more than 25 miles from the Upland City limits. Otherwise, travel time is not compensable as time worked, unless, as provided herein, the detective is entitled to be paid portal-to-portal.

This Agreement is subject to ratification by the membership of the Upland Police Officers' Association and adoption by the City Council of the City of Upland.

ATTACHMENT A

This Agreement is subject to ratification by the membership of the Upland Police Officers' Association and adoption by the City Council of the City of Upland.

Agreed and approved this 7 day of December, 2001.

Michael Lackie
Legal Counsel and Chief Negotiator
For Upland Police Officers' Association

Peter J. Brown
Legal Counsel and Chief Negotiator
For City of Upland Police Department

Representative for Upland Police Officers' Association

Jane E. Flamor
Human Resources Manager for the City of Upland

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ATTACHMENT A

Agreed and approved this 10th day of December, 2001.

Michael Lackie
Legal Counsel and Chief Negotiator
For Upland Police Officers' Association

Representative for Upland Police
Officers' Association

Peter J. Brown
Legal Counsel and Chief Negotiator
For City of Upland Police
Department

Jane E. Fleenor
Human Resources Manager for
the City of Upland

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