



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**THE CITY OF UPLAND
AND**

THE UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION

July 1, 2015 to June 30, 2017

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UPLAND
AND
THE UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION
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 Mid-Management Employees Association (hereinafter referred to “UMMEA”).

ARTICLE 2 – RECOGNITION

The City hereby formally recognizes the UMMEA as the representative for those employees in the Mid-Management 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 MOU 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 MOU, 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 – 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;
- 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 UMMEA 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 UMMEA and offer the UMMEA 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 4 – SALARIES

Effective the first full pay period following MOU ratification by UMMEA and Approval by the City Council the City shall issue a one-time distribution of \$1,000.00 (one thousand dollars) to all unit members. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.

The salary schedule is Exhibit B of the City of Upland Compensation Plan and attached hereto as “Exhibit B.”

ARTICLE 5 – RETIREMENT BENEFITS

- A. Classic Employees – The City of Upland provides its Mid-Management 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.

The City contracts with CalPERS for the Single Highest Year Option and the 1959 Survivor Benefit, 3rd level. There is an employee cost of \$2.00 per month for the 1959 Survivor Benefit.

The agreement between the City and CalPERS allows for the buy-back of time served by the employee in the Military as defined under Government Code Section 21024.

B. 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.

ARTICLE 7 – 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.
 - 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 health coverage, such as through a spouse, domestic partner, or other acceptable 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) 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 UCMMEA and City Council approval - \$986.50
 - b. Effective January 1, 2017 - \$1112.50
 - 2) For employees hired on or after March 1, 2016, the City will contribute the following to the plan to a maximum of \$986.50 effective March 1, 2016, upon ratification by UMMEA and City Council approval for 2016 and \$1,112.50 effective January 1, 2017 and thereafter:
 - a. Employee Only 100% of lowest cost plans for health, dental and vision

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 |

ARTICLE 10 – 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 11 – 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 12 – DEFERRED COMPENSATION

The City contributes seven percent (7%) of base monthly salary to the City’s deferred compensation plan on behalf of each employee in the unit. This amount may also be used toward the employee’s cafeteria options as defined in Article 7, Health Insurance – Cafeteria Plan.

ARTICLE 13 – EDUCATION INCENTIVE

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

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

| |
|----------------------------|
| JD with 2 years of service |
|----------------------------|

| |
|-----|
| 10% |
|-----|

ARTICLE 14 – 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 15 – 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 B of the Compensation Plan.

ARTICLE 16 – PREVENTATIVE HEALTH BENEFIT

Employees in the unit may be reimbursed up to \$225 annually for the purchase of items, classes, memberships or programs which contribute to physical fitness. This reimbursement shall be made in June of each year. Items which will be considered acceptable for reimbursement are defined in the City’s policy on Preventive Health Benefits.

ARTICLE 17 – UNIFORM ALLOWANCE

Effective July 1, 2012, the Police Dispatch Supervisor shall receive an allowance in the amount of \$200.00 per year after completion of 12 months of employment. A uniform will be provided at time of appointment.

The purpose of the allowance is to provide uniform cleaning or replacement expenses. This allowance will be paid the first pay period in December. Employees who are not required to wear a uniform as determined by the Department Head shall not be paid a uniform allowance.

ARTICLE 18 – 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.

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 19 – FLOATING HOLIDAYS

Employees in the unit shall receive forty (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 20 – EXECUTIVE LEAVE

Employees in the unit shall receive fifty (50) hours of executive leave annually. This leave must be used within the calendar year, or it will be removed from the books as of December 31 of each year.

ARTICLE 21 – SICK LEAVE

Employees in the unit 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 22 – SICK LEAVE ACCRUAL PAYMENT UPON RETIREMENT

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

- a. At the time of service or disability retirement, one half (50%) of accrued sick leave may be cashed out at the current hourly rate, up to a maximum of 625 hours
- b. Retiring employees may use one half (50%) of accrued sick leave as Personal Leave just prior to retirement, up to a maximum of 625 hours.

ARTICLE 23 – 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 24 – VACATION BUYBACK

In December of every year, Mid-Management employees may be paid cash in lieu of unused vacation for up to 60 hours of vacation if they have used at least 40 hours of vacation during the preceding year.

ARTICLE 25 – BEREAVEMENT LEAVE

Employees may take up to 30 hours annually (January 1 through December 31) with pay in the event of a death of the following: mother, father, grandfather, grandmother, brother, sister, spouse, child, grandchild, and employee 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 must comply with the City's Administrative Policy on Sick Leave.

ARTICLE 26 – QUARTERLY PERSONNEL REPORTS

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

ARTICLE 27 – LAYOFF PROCEDURE

- A. Statement of Intent – 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 the City's policy.
 - 1) In determining the order of layoff, a combination of factors shall be considered, including: qualifications, productivity, general performance, seniority with the City of Upland, and seniority in job classification, and needs of the City. Variations from the order of layoffs and recall from layoff may occur when the City deems such variations appropriate under fiscal circumstances.
 - 2) The factors the City Manager or designee, in his/her discretion, may use to determine layoff include the following:
 - a. An employee's last four performance evaluations, if any;
 - b. Any history of employee commendations, awards, etc;
 - c. Any history of employee disciplinary action;
 - d. Attendance record, including tardiness and unexcused absences;
 - e. Safety record, including personal injury and damage to city property;

- f. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
- g. Between two regular appointees in the same classification with similar skills, abilities, qualifications, merit and/or record, the employee with the lesser seniority in the classification shall be laid off first;
- h. Between two regular appointees in the same classification with equal seniority the employee with the lesser skills, abilities, qualifications, merit and/or record shall be laid off first;
- i. Memoranda of Understanding (“MOU”) between the City and effected bargaining units.

B. Definitions

- 1) Layoff – A layoff is the involuntary separation or reduction of a regular status employee to a position in a lower classification, without fault of the employee.

Cause 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.
- 2) Classification - A classification is the bargaining unit position. A list of classifications within the Upland Mid Management Unit is included in “Exhibit B.”
 - 3) 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. Each job series shall be included in “Attachment B.”
 - 4) 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. Regular and probationary status does not include seasonal/temporary part-time, contract, and/or provisional employees.

Should it become necessary to layoff by seniority, those employees with the least service in the affected classification shall be laid off or demoted:

- a. First by classification; and
- b. Second, to displace an employee, by City Seniority, 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 classification:

1. An employee must have more City Seniority than at least one of the incumbents in the affected class.
 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 in accordance with
- 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 UMMEA 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 interim positions, 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.
- E. Layoff Procedure – 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 a 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 City seniority in a lower classification in which the affected employee once had regular status.

- 3) If a classification title is changed due to a reclassification; the employee shall retain bumping rights to the previous classification and series.
 - 4) Displaced employees are allowed to bump into positions 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.
 - 5) 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 Senior Engineer and achieves regular status; however, never worked as an Assistant Engineer. Employee "A" may bump employee "B" in the lower classification of Assistant Engineer, if Employee "A" has more City seniority.
 - 6) 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 (12) 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 a balance of the twelve (12)-month period. An individual appointed from a reemployment list may 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 were 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 28 – 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 MOU, unless mutually agreed to by both parties.

ARTICLE 29 – 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 UMMEA 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 30 – TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and UMMEA agree that the provisions of this MOU shall become effective on July 1, 2015 and shall expire on June 30, 2017.

ARTICLE 31 – ZIPPER CLAUSE

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

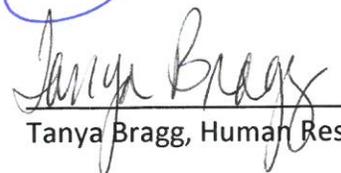
CITY OF UPLAND



Jeannette Vagnozzi, Deputy City Manager

6-13-16

Date



Tanya Bragg, Human Resources Manager

6-7-16

Date

UPLAND MID MANAGMENT EMPLOYEES ASSOCIATION

Mary LaPlante
Mary LaPlante, Labor Relations Representative

6/6/16
Date

Robert Herbster
Robert Herbster, UMMEA President

5-17-16
Date

Bob Critchfield
Bob Critchfield, UMMEA Vice President

5/17/2016
Date

Graham Hendrickson
Graham Hendrickson, UMMEA Secretary

5/17/16
Date