MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF UPLAND

AND

THE UPLAND POLICE MANAGEMENT ASSOCIATION

July 1, 2015 to June 30, 2017

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UPLAND
AND
THE UPLAND POLICE MANAGEMENT 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 (MOU) shall be effective on July 1, 2015, and shall expire on June 30, 2017.

ARTICLE 2 – PREAMBLE

It is the intent and purpose of this MOU 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 Management Association (hereinafter referred to "Association").

ARTICLE 3 – RECOGNITION

In 2015, the Upland Police Captains Association petitioned to join the Upland Police Management Association. The petition was approved by the Employee Relations Officer per the procedures outlined in the City's Employer–Employee Relations Resolution. The Association is the recognized employee organization for the personnel employed in the Police Department occupying the classifications of Police Sergeant, Police Lieutenant, and Police Captain,.

ARTICLE 4 - MANAGEMENT RIGHTS

The City retains all management rights not explicitly and expressly relinquished by the City in this Agreement. Such rights shall include, but not limited to:

A. Decisions involving City policy,
B. The level and type of City services,
C. The merit, necessity and/or organization of the police service,
D. Matters of public safety and similar management decisions,
E. Determining the procedures and standards of selection for employment and promotion,

F. Directing employees, taking disciplinary action, and relieving employees from duty because of lack of work or other legitimate reasons,
G. Managing the efficiency of work
H. Maintaining the efficiency of governmental operations determine the methods, means, and personnel by which government operations are to be conducted
I. Determining the content of job classifications
J. Taking all necessary actions to carry out the mission in emergencies
K. Exercising the complete control and discretion over its organization and the technology used in performing work

The City's exercise of any management right is not subject to meeting and conferring except as to the impact such exercise has on matters within the scope of representation, as defined by applicable law.

ARTICLE 5 – SALARIES

A. Effective the first full pay period following MOU ratification by the UPMA 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.

ARTICLE 6 – RETIREMENT

A. Classic Employees – The City of Upland provides its Police Sergeants and Lieutenants 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.

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.

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 2.7% @ 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) Employee Paid Retirement Contribution - 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 contributes five percent (5%) of base monthly salary to the City's deferred compensation plan on behalf of each employee in the unit.

ARTICLE 8 – HEALTH INSURANCE – 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.

A. 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.

B. All employees must enroll in one of the CalPERS health program plans unless they submit to the city proof of comparable health coverage.

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

   2) 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.

C. City Section 125 Benefit Contribution and Cash in Lieu – The City will make available to each covered employee a monthly amount for benefits, as specified in this MOU. If the employee has outside health coverage, such as through a spouse, domestic partner, or other acceptable alternate health coverage, the employee can take the unused portion of the amount allocated for the benefit as cash in lieu of receiving any or all of the actual benefit.

1) Employees hired prior to January 1, 2016 - The maximum amount of cash in lieu that an employee may receive is $1015.00.

2) 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.

D. Benefits Contribution – For employees hired prior to January 1, 2016, the city will contribute the following to the plan:

1) Effective January 1, 2016 $1141.00

2) Effective January 1, 2017 $1267.00

For employees hired on or after April 1, 2016, the city will contribute the following to the plan:

- 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.

ARTICLE 9 – RETIREE HEALTH INSURANCE REIMBURSEMENT

The City will provide retiree health insurance reimbursement in accordance with the following schedule for employees who retire from the City, have health insurance and are paying a premium which exceeds these amounts. An additional $45 per month allowance is provided for a spouse if the spouse is covered under the employees insurance.

10 - 14 years of service	$ 72.57 per month
15 - 19 years of service	$ 96.81 per month
20 - 24 years of service	$121.05 per month
25 + years of service	$145.14 per month

The provisions of this article above shall only apply to bargaining unit members hired on or before March 31, 2016. For bargaining unit members hired after April 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 UPMA 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 (½ of accrued sick leave) at retirement will no longer be allowable.

ARTICLE 11 – PREVENTATIVE HEALTH BENEFIT

Police Captains may be reimbursed up to $180 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 Preventative Health Benefits.

ARTICLE 12 – LIFE INSURANCE

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

ARTICLE 13 – BILINGUAL PAY

The City will provide compensation in the amount of 2.5% of base salary for Police Sergeants and Lieutenants in the unit who successfully complete a fluency examination. Police Captains will

receive compensation in the amount of $50 per month upon successful completion of a fluency exam.

ARTICLE 14 – COURT STANDBY PAY

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

ARTICLE 15 – HOLIDAY PAY

All Police Sergeants and Lieutenants covered by this MOU shall be compensated in cash for City designated holidays at the rate of 4.61 hours pay per pay period.

All Police Captains shall observe the following holidays, established by Resolution of the City Council:

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.

Police Captains shall receive 32 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 31st of each year.

ARTICLE 16 - 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.

ARTICLE 17 – EDUCATION INCENTIVE AND POST CERTIFICATE PAY

A. Police Sergeants and Lieutenants –

1) Education Incentive Pay in the following amounts, effective January 1, 2006:

   2.5% of base salary for an Associates Degree (or equiv. college units)
   OR
   5% of base salary for a Bachelors Degree (or equiv. college units).

2) 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 Police Sergeants and Lieutenants 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. However, upon promotion from Detective to Sergeant, those receiving Educational Incentive and/or POST Certificate Pay shall maintain the benefit at the same compensation level.

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.

B. Police Captains –

1) Eligible Police Captains will receive a 2.5% increase in base salary for a POST Management certificate.

2) Effective 1/1/09, Police Captains will receive a 2.5% increase in base salary for a Bachelor's Degree OR a 5% increase in base salary for a Master's Degree.

Eligible employees may only receive one payment amount within each category of Incentive Pay, to a maximum allowable of 7.5 percent (7.5%) of base salary.

ARTICLE 18 - 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 Police Sergeant or Lieutenant 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 ($500 effective 1/1/08). 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 19 - OVERTIME PAY

Police Sergeants and Lieutenants 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 and compensatory time off during a work period are counted as hours worked for overtime purposes.

Police Captains are exempt from the FLSA and are not eligible for overtime compensation.

ARTICLE 20 – COMPENSATORY TIME OFF

Police Sergeants and Lieutenants may not accrue more than two hundred forty (240) hours of compensatory time off. Employees in this unit may convert twenty (20) hours of vacation into non-FLSA compensatory time off annually.

Police Sergeants and Lieutenants, at the time of the request for use of compensatory time off, provide the name of a replacement prior to the granting of the request for CTO.

ARTICLE 21 - UNIFORM ALLOWANCE

Employees in the unit receive a uniform allowance in the amount of $829 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).

ARTICLE 22 - 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 and October 31 are eligible to make the request for this cash out assuming that they do so by January 31.

ARTICLE 23 - VACATION

Vacation shall accrue for Police Sergeants and Lieutenants 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

Vacation shall accrue for Police Captains 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.

ARTICLE 24 – VACATION BUYBACK

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

In the month November of each calendar year, Police Captains 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 60 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.

ARTICLE 25 - 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 26 - EXECUTIVE LEAVE

Police Sergeants receive 20 hours of Executive Leave annually. Police Lieutenants receive 30 hours of Executive Leave annually. Police Captains shall receive 32 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 31st of each year.

ARTICLE 27 - 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 28 – DISCIPLINE AND PERSONNEL FILES

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.

Where the officer has not repeated similar misconduct, unit members shall have removed from his/her personnel file any disciplinary action for a minor offense after four years. Also, after five years any major offenses shall also be removed. A minor offense shall be defined as anything in which the officer receives a five day suspension or less. A major offense shall be anything in which the officer receives more than a five day suspension, including demotion or pay reduction.

ARTICLE 29 – 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 work schedule includes 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) 12.5 hour shifts and one 10 hour shift for a total of 160 hours. The twelve (12) 12.5 hour shift 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, shall work from 7:00 a.m. to 5:00 p.m. Monday through Thursday.

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 30 - 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 31 - 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

Jeannette Vagnozzi, Deputy City Manager — Date: 6-13-16

Tanya Bragg, Human Resources Manager — Date: 6-7-16

UPLAND POLICE MANAGEMENT ASSOCIATION

Marc Simpson, Sergeant, UPMA Negotiator — Date: 6-7-16

Anthony Yoakum, Captain — Date: 6-1-16

RECEIVED
JUN - 9 2016
HUMAN RESOURCES