



MEMORANDUM OF UNDERSTANDING (M.O.U.)

BETWEEN

THE CITY OF UPLAND

AND

**THE UPLAND POLICE
OFFICERS' ASSOCIATION (UPOA)**

January 1, 2010 to June 30, 2015

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UPLAND
AND
THE UPLAND POLICE OFFICERS' ASSOCIATION
JANUARY 1, 2010 – JUNE 30, 2015**

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 become effective on January 1, 2010 and shall expire on June 30, 2013. However, in January 2013, the parties extended their MOU to expire on June 30, 2015.

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 July 1, 2011, all employees in this unit will receive a 3.5% increase in base salary.
- b. Effective July 1, 2012, all employees in this unit will receive a 3.5% increase in base salary.
- c. Effective January 1, 2013, all employees in this unit will receive an increase in base salary necessary to bring employees to the average (based on top step base salary) of the following cities: Rialto, Ontario, West Covina, Chino, Glendora and Fontana.

ARTICLE 6 – RETIREMENT

The City of Upland provides its Police Officers and Detectives with membership in the California Public Employees' Retirement System (CalPERS), 3% @ 55 retirement formula. Payment of the CalPERS Employer Contribution rate will be made as follows:

- a. 5.8% made by the employees until June 30, 2011
- b. 3.9% made by the employees from July 1, 2011 until June 30, 2012
- c. 2.0% made by the employees from July 1, 2012 until December 31, 2012
- d. Effective January 1, 2013 through June 30, 2013, the City will pay entire employer contribution.

Effective July 1, 2013, employees who are not “new members” (who are addressed below in this Article) as defined by the Pension Reform Act of 2013 will pay the nine percent (9%) CalPERS employee/member contribution.

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) 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.

Employee Paid Retirement Contribution - For employees defined as “new members” by the Act hired after January 1, 2013, they shall pay the higher of nine percent (9%) or one half of the total normal cost rate as defined by the Act as their employee retirement contribution. The parties’ acknowledge that the City has been advised by CalPERS that through the term of this MOU, the employee portion (i.e., one half the total normal cost rate) of the normal cost rate is 12.25%. Thus, new members will pay 12.25% as their retirement contribution.

ARTICLE 7 – EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)

Until June 30, 2013, the City will report the value of the Employer Paid Member Contribution of 9% as compensation earnable for CalPERS retirement purposes. Effective July 1, 2013, there will no longer be EPMC. As such, there will not be any report of EPMC to CalPERS on behalf of bargaining unit members.

ARTICLE 8 - DEFERRED COMPENSATION

Effective January 1, 2008, the City will contribute two hundred and fifty dollars (\$250) per month on behalf of Police Detectives toward their ICMA Deferred Compensation account.

Effective January 1, 2009, 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 9 – HEALTH INSURANCE – CAFETERIA PLAN

- a. Effective July 1, 2011, employees in this unit will receive \$955 per month for the purchase of health insurance benefits through the City’s Cafeteria Plan. The health insurance options under the City’s Cafeteria Plan include medical insurance, dental insurance and vision insurance. Association members may also purchase savings bonds with any remaining Cafeteria Plan funds or contribute to the City’s deferred compensation plan.
- b. Effective January 1, 2012, the Cafeteria Plan allowance for employees in this unit will increase to \$985 per month.
- c. Effective January 1, 2013, employees in this unit will receive an increase in the Cafeteria Plan to \$1,015.
- d. In the event any other bargaining unit in the City receives a higher Cafeteria Plan amount (with the exception of at-will employees), employees in this unit will be increased to that same amount.

An employee may elect not to be covered by the City’s Health Insurance if an employee provides proof of health insurance coverage from another source. The City may require proof of alternative coverage at any time.

ARTICLE 10 – 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. Retirees who are participating in one of the CalPERS health insurance plans will have the PERS administrative fee deducted from their reimbursement.

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

ARTICLE 11 – 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 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 employees in the unit who successfully complete a fluency examination.

ARTICLE 14 – 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 15 - 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 16 – 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 Associates Degree (or equiv. college units)

OR

5% of base salary for a Bachelors 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 17 – 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 18 – 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 19 - LONGEVITY PAY

Employees in the unit with twenty (20) years or more of continuous service will receive a two and one half percent (2.5%) increase in base salary, effective 1/1/2007.

ARTICLE 20 - 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 21 - 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 22 – 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.

Use of compensatory time off is outlined in the Agreement Regarding the use of Compensatory Time Off dated March 15, 2005. (Attachment B)

ARTICLE 23 - 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 and School Resource Officers. 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 24 - 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 25 - 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 26 - 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 27 - BEREAVEMENT LEAVE

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

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

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

ARTICLE 28 – BREAK AND MEAL PERIODS

The scheduling of meal and coffee breaks within the patrol division shall be in accordance with the Agreement on Meal and coffee Breaks dated August 13, 2001. (Attachment C)

ARTICLE 29 - 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 30 – 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.

Employees in the unit wishing to inspect his/her personnel file may do so in accordance with the Personnel File Inspection Agreement dated July 30, 2002. (Attachment D)

ARTICLE 31 – 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, 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 32 - 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 33 - 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

Stephen Dunn
Stephen Dunn, City Manager

Feb. 14, 2013
Date

UPLAND POLICE OFFICERS ASSOCIATION

Maurice A. Duran
Maurice Duran, President

2/11/13.
Date

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

“ATTACHMENT A” – DETECTIVES STANDBY PAY POLICY

(MOU, Article 17) (Attachment A, #10)

Effective January 1, 2009:

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.

“ATTACHMENT B” – COMPENSATORY TIME OFF

(MOU, Article 22)

“ATTACHMENT C” – BREAK AND MEAL PERIODS

(MOU, Article 28)

“ATTACHMENT D” – PERSONNEL FILE INSPECTION AGREEMENT

(MOU, Article 30) (Attachment D, #8)

Effective January 1, 2010:

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.

“EXHIBIT F” – MERITORIOUS PAY

(MOU, Article 20)

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.)

ATTACHMENT A

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)

ATTACHMENT A

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.

Sent By: Lackie & Dammeier LLP;

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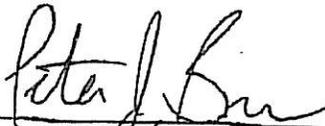
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ATTACHMENT A

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. Fleanor
Human Resources Manager for
the City of Upland

ATTACHMENT A

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

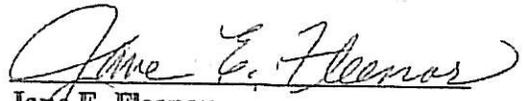
Michael Lackie
Legal Counsel and Chief Negotiator
For Upland Police Officers' Association



Representative for Upland Police
Officers' Association

76328

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

ATTACHMENT B

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

AGREEMENT REGARDING THE USE OF COMPENSATORY TIME OFF

March 15, 2005

On June 30, 2002, the City of Upland (hereinafter "City") and the Upland Police Officers Association (hereinafter "UPOA") entered into an agreement regarding the use of compensatory time off. After meeting and conferring in good faith, the City and the UPOA agree to the following as an amendment to the presently existing Memorandum of Understanding (MOU) between the parties:

COMPENSATORY TIME OFF

An Officer who requests to use his/her accrued 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 or electronically through Telestaff. Requests may not be placed in in-boxes, 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 (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 manpower (as outlined in PPM) and must notify the Watch Commander of such as part of the written request to use CTO. If an officer does not identify a replacement officer in the request, the request will be denied. The officer identified as the replacement officer cannot be scheduled to work on the shift immediately preceding the shift when CTO would be taken (i.e. would thus, be working two shifts in a row). Note: If for some reason the shift falls below minimum after the CTO request is approved it will be the responsibility of the Chief of Police or his designee to staff the shift.
4. An officer wishing to use CTO who is unable to do so because he/she cannot find a replacement for a period of a one year after the request is made will be cashed out of the CTO he/she has 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 (and the case of *Mortensen V. County of Sacramento*) which provides that an officer will be allowed to use his/her CTO within a reasonable time after its use has been requested or be paid for it.
5. Notwithstanding paragraphs 2 and 3 above, if an officer wishes 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. On these holidays, it is always the officer's responsibility to find the replacement to work his/her shift if he/she wants to use CTO even if the shift is above minimum manpower. (The Chief of Police or his designee has the authority to grant or deny the CTO request and allow the shift to be staffed at minimum manpower, based on

ATTACHMENT B

the needs of the Department). Note: If the holiday falls on a weekend and the City has granted a weekday in observance of the holiday this CTO agreement applies to the actual day of the holiday.

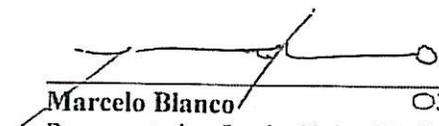
6. By entering into this agreement it is the intent of the parties to comply with the Fair Labor Standards Act (FLSA) regarding the use of CTO. The FLSA and its regulations provide that requests to use CTO shall be granted if made with reasonable notice to the employer and if not "unduly disruptive" 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 request that the Department meet and confer over this agreement.

Through this Agreement, the parties have identified what they believe constitutes reasonable notice of a request to use CTO and obligations of each employee and the Department when a request is made. However, because of the unpredictability of police work, the parties agree that the Department reserves the right to deny any request(s) to use CTO if, under the circumstances, the procedures identified above will not eliminate the "undue disruption" as that term is defined under the law.

7. Notwithstanding all of the foregoing, parties to this agreement acknowledge that there may be times when, during the shift, an employee may wish to use comp time for the remainder of the shift. If, on such a shift, the staffing levels will permit the employee to "comp off" for the remainder of the shift, at discretion of the Chief of Police or his designee, the employee will be permitted to use comp time for the remainder of this shift.

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.

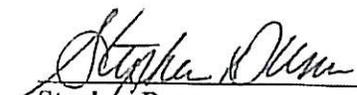
Agreed and approved this 15th day of MARCH, 2005.



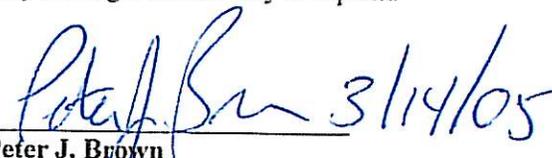
Marcelo Blanco 030805
Representative for the Upland Police
Officers' Association



Dieter Dammier
Legal Counsel and Chief Negotiator
For the Upland Officers' Association



Stephen Dunn
City Manager for the City of Upland



Peter J. Brown 3/14/05
Legal Counsel and Chief Negotiator
For the City of Upland Police
Department

ATTACHMENT C

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

PREAMBLE: The parties agree that the following meal break policy shall be effective on August 13, 2001.

This Agreement will confirm our understanding regarding changes to Chapter 3, Section 5 of the Upland Police Department Policy and Procedures Manual as it pertains to the Upland Police Officers' Association:

I. POLICY

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

II. PURPOSE

To schedule meal and coffee breaks within the patrol division, in keeping with the needs of the department.

III. PROCEDURE

A. Officers are subject to calls during their entire period of their meal and coffee breaks.

1. Dispatchers should remain alert to the officer's meal times.
2. Non-emergency calls may be held for the beat officer for a reasonable amount of time while the officer is on their meal or coffee break.
3. Emergency calls will be handled immediately by any unit available. If no units are available, the officer will be called away from their break to respond.

ATTACHMENT C

- B. Watch commanders will assign meal times. Although these times will generally be staggered, there will be occasions when meals overlap or when two officers are cleared for meals at the same time. When this occurs, officers may elect to eat at the same establishment. No more than two patrol units (not counting a supervisory unit) shall be at the same location at the same time.
- C. Coffee breaks: Officers who take a coffee break alone should take the break within their beat when practical, or within another beat when establishments are not open in their beat. Officers who elect to take a coffee break together should take breaks at a location proximate to both of their beats. No more than two patrol units (not counting a supervisory unit) shall be at the same establishment at the same time.
- D. Meals within the facility should be taken in the designated lunchrooms by patrol personnel. Officers are prohibited from using the briefing room for that purpose.

THE FOREGOING IS AGREED:

Upland Police Officers Association:

Nakela Kac
Pat 911
Mutual

City of Upland:

Pat 11
Pat 11
Pat 11

ATTACHMENT D

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

PERSONNEL FILE INSPECTION AGREEMENT

July 30, 2002

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:

The Upland Police Department will maintain two files regarding all sworn officers of the Department. The Department will maintain an official personnel file in which all personnel information and documents which the Department wishes to keep regarding employees and which are required by law will be maintained. The Department will also maintain individual supervisor folders, the purpose of which is to put together the employee's annual performance evaluation. Documents contained in the supervisor's folder which are not transferred to the personnel file will be purged at the end of the annual performance evaluation cycle.

Both the official personnel file and the supervisor's folder will be maintained in accordance with the Public Safety Officers' Procedural Bill of Rights Act, specifically Government Code Sections 3305, 3306 and 3306.5.

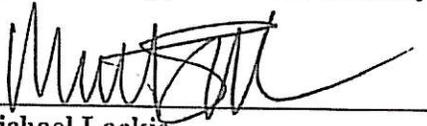
1. An employee wishing to inspect his/her personnel file must submit a written request for an appointment with the watch commander at least 24 hours in advance. The watch commander will then notify the employee of the date and time of the inspection in writing, which will be at a time immediately preceding or subsequent to the employee's Code 7 time. The employee will not be required to wait more than 72 hours from the time the request was made to inspect his/her file.
2. In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written authorization at least 24 hours in advance. The watch commander will then notify the employee of the date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization to review the employee's personnel file of the date, time and place of the inspection.
3. The Department shall have an official monitor the employee and/or the employee's designee inspection of the employee's personnel file while it is being reviewed. Under no circumstances shall the employee and/or the employee's designee remove the personnel file or any of its contents from the area designated by the Department during the inspection. Should the employee desire copies of any documents located in his/her personnel file, the Department will have the documents copied as soon as possible, but no later than within 24 hours of the request.

ATTACHMENT D

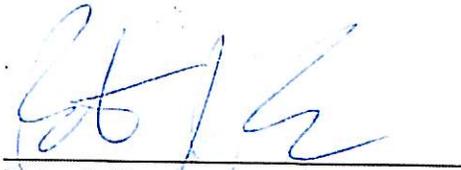
8. Documents contained in the official personnel file may be removed pursuant to a request of an employee after five years. The request to remove such documentation shall be in writing, shall state the basis for the request, and will be determined on a case-by-case basis. A decision not to remove a document which is more than five years old is not subject to the grievance procedure and is not subject to challenge by an employee.
9. Upon separation from City employment, employees' personnel files and supervisors' folders shall be sent to central records where they will be maintained for five (5) years and then will be destroyed. Medical/Workers' Compensation files will be maintained for 30 years before being destroyed.

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 30th day of July, 2002.



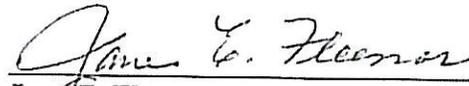
Michael Lackie
Legal Counsel and Chief Negotiator
For Upland Police Officers' Association



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



Representative for Upland Police
Officers' Association



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

89272

EXHIBIT "F"

MERITORIOUS SALARY INCREASE JUSTIFICATION

SPECIAL PERFORMANCE AWARD

In certain circumstances the department head may wish to recommend a Special Performance Award which is five percent (5%) increase in salary for three (3) months. Typical situations in which such an award would be proper are:

1. Employee consistently produces above average quantity of work.
2. Employee consistently produces above average quality of work.
3. Has not engaged in questionable use of sick leave.
4. No problems in private life which bring discredit to City service or affect his work adversely.
5. Demonstrates loyalty to his department and the City.
6. Has made at least one outstanding contribution to the betterment of the City such as a suggestion for improving departmental operation which has resulted in a monetary saving of at least one hundred dollars over a six-month period.

ABOVE AVERAGE AWARD

While the Special Performance Award is designed to provide recognition of a single, or a few achievements, the Above Average Award is designed for that employee who consistently turns in work performance above and beyond that which is considered "good". Persons who earn this award will receive an increase of five percent (5%) of their salary for six (6) months. Some of the criteria for this award are:

1. Items one through five above.
2. Make practical recommendations for improvement of departmental operations several times a year. Recommendations must be thoroughly thought out, bring real savings of time and/or money to the City.
3. Employee has undertaken additional education of a type appropriate to his classification, i.e. Junior College Fire Science courses for Firefighter; high school/junior college courses in cement finishing for a Maintenance Worker; ICMA correspondence course in Police Administration for Police Officer. Employees are urged to confer with their department heads on the applicability of particular courses prior to enrollment, for purposes of consideration leading to an award.

Exhibit "F" continued

4. Employee makes a positive effort to improve morale of co-workers.
5. Has not exhibited an uncooperative attitude, nor expressed resentment at any task he has been asked to do.

OUTSTANDING AWARD

There will usually be a very few persons in any organization who are clearly outstanding and a very great credit to that organization. This award is designed to recognize that degree of excellence.

Criteria which should be considered include:

1. All those items previously listed.
2. Employee is so dedicated to his work that he creates chances to excel. i.e. rather than "saving the child who has fallen in the well", he keeps an eye out for potential hazards and has them corrected. Further should an emergency arise, he knows where to get proper help and equipment with a minimum of delay.
3. He or she is active in the life of the community through holding position of importance and/or receiving special recognition in service clubs, PTA, Chamber of Commerce or similar groups. Examples should be given where work if this individual has upgraded the community.
4. Employees nominated for this award must be recognized by both their supervisors and co-workers as being the best in his/her classification and/or department.

EXAMPLES:

Above average quality of work: Must be judged by supervisor but shall include the fact that rarely is he required to do an assignment over. Tools are never mislaid and never broken through carelessness, consumable supplies are used as sparingly as is consistent with quality. All work has "finished" look - never ragged. His work area is always neat while work is in progress.

Above average quantity of work: Subjective judgment by supervisor based on the production of other workers who are considered to be competent and well motivated. The maintenance worker who mows one-half acre more lawn during a day than the others; the building inspector who regularly completes three more inspections per day than the average; the office assistant who completes all assigned work and requests additional assignments are typical, however, quality must not suffer to achieve speed.

Exhibit "F" continued

Questionable use of sick leave: Due to personal differences in health, working conditions, etc., it is impossible to set absolute standards for use of sick leave. City policy grants accrual of one day sick leave per month up to a stated limit. Under this policy the average conscientious employee will normally accumulate a significant backing of available sick leave. An employee who uses sick leave as quickly as it accrued would normally be using the privilege in a questionable manner.

Problems in private life: An employee who contracts debts beyond his ability to pay, and hence causes his employer to be bothered with letters from finance companies requesting assistance in collecting just debts is a prime offender. An employee who offends his neighbors by poor property maintenance causing repeated complaints to the City administration about the person's attitudes is another, and third would be a person who openly flaunts unaccepted levels of moral behavior.

Demonstrates loyalty to department and the City: Learns what City and departmental policy are and defends it against employees or other citizens who make statement attacking the efficiency, wisdom and honesty of City employees or officials. Discourages other employees from engaging in talk and actions which might be contrary to the best interest of the City.

Makes a positive effort to improve morale of co-workers: The employee who takes enough interest in his co-workers to reduce friction between employees who do not get along, one who has a ready smile, one who will "kid" another out of a bad humor is of real value in smoothing the day's work and speeding completion of the task at hand.

JUSTIFICATION TIME AND FORMAT: Department heads will submit recommendations for meritorious salary awards annually on May 1, covering performance for the preceding twelve month period. Justification will be submitted in narrative form and will contain examples of the employee's activities which qualify him/her for consideration. While comment should be made on each of the criteria mentioned, the list is not to be considered exclusive, nor must the employee necessarily excel in each category.

JUDGING AND AWARD: A group of three persons within the City Manager/Administrative Services Departments will review all recommendations submitted and evaluate those recommended. Those employees who best meet the criteria will be granted the award.