



**MEMORANDUM OF UNDERSTANDING (M.O.U.)**

**BETWEEN**

**THE CITY OF UPLAND**

**AND**

**THE UPLAND MID-MANAGEMENT EMPLOYEES UNIT,  
REPRESENTED BY THE SAN BERNARDINO PUBLIC  
EMPLOYEES ASSOCIATION (SBPEA)**

*July 1, 2012 to June 30, 2013*

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF UPLAND  
AND  
THE UPLAND MID-MANAGEMENT EMPLOYEES UNIT,  
REPRESENTED BY THE SAN BERNARDINO PUBLIC  
EMPLOYEES ASSOCIATION (SBPEA)  
JULY 1, 2012 – JUNE 30, 2013**

**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 San Bernardino Public Employees Association (hereinafter referred to “Union”).

**ARTICLE 2 – RECOGNITION**

The City hereby formally recognizes the Union 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 Memorandum of Understanding 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 Memorandum of Understanding, 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:

Determine the mission of its constituent departments, commissions and boards; Set standards of service; Determine the procedure and standards for employment and promotion; Direct its employees; Relieve its employees from duty because of lack of work or for other lawful reasons; Maintain efficiency of government 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; To discharge, suspend, demote, reprimand, withhold salary increases or otherwise discipline employees for cause; 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 Union 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 Union and offer the Union 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**

The salary schedule is Exhibit B of the City of Upland Compensation Plan.

#### **ARTICLE 5 – RETIREMENT BENEFITS**

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 City pays 7% of the 8% Employee Contribution and the employees pay the remaining 1%. In addition, the employees pay 2.4% of salary (pre-tax) towards the Employer Contribution rate. The City will subtract this 2.4% payroll deduction from Mid-Management Unit base salary ranges when conducting salary surveys in the future. The City will also deduct any similar payroll deduction for enhanced retirement from Mid-Management Unit base salaries in other agencies when conducting said salary surveys.

All eligible employees hired into a regular position on or after July 1, 2012, will be required to pay a total of 7.4% of their base salary towards their PERS retirement. New employees will pickup four (4%) percent of the employee share that the City pays, plus pay the 3.4% that all active miscellaneous employees are currently paying.

The City contracts with CalPERS for the Single Highest Year Option and the 1959 Survivor Benefit, 3<sup>rd</sup> 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.

**ARTICLE 6 – EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)**

The City will report the Employer Paid Member Contribution of 7% as compensation for CalPERS retirement purposes.

**ARTICLE 7 – HEALTH INSURANCE – CAFETERIA PLAN**

Employees in this unit will receive \$860.50 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.

Employees who have other health coverage not with the City, will be able to receive a cash back option of \$300.00 per month from their cafeteria benefit amount of \$860.50. The cash received will be reflected as a special pay, taxable and not included as salary. Once the employee makes an election for this option during the annual Open Enrollment period for Health Benefits it cannot be changed, unless there is a qualifying event. Participating employees must sign a waiver that they understand and agree to these provisions. These employees may use the balance of their Cafeteria Plan funds to purchase other health options such as dental or vision insurance, savings bonds or contribute to the City’s deferred compensation plan.

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 8 – RETIREE HEALTH INSURANCE REIMBURSEMENT**

The City will provide retiree medical insurance reimbursement in accordance with the following schedule for employees who 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 employee’s 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 9 – RETIREE HEALTH SAVINGS ACCOUNTS**

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:

<b>Years of Service</b>	<b>Monthly City Contribution</b>	<b>Yearly City Contribution</b>
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**

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

**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 F 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 the Association 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 – REVISION OF LAYOFF POLICY**

The layoff policy is Attachment A.

**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 M.O.U., unless mutually agreed to by both parties.

**ARTICLE 29 – “ME TOO” CLAUSE**

In the event any other bargaining unit currently in negotiations receives an increase to Cafeteria Plan or Salary, within the term of this contract, the Upland Mid Management Bargaining Unit will receive a similar increase.

**ARTICLE 30 – 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 Union 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.

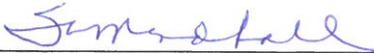
**ARTICLE 31 – TERM OF AGREEMENT**

Except where expressly stated otherwise herein, the City and Union agree that the provisions of this Memorandum of Understanding (M.O.U.) shall become effective on July 1, 2012 and shall expire on June 30, 2013.

**ARTICLE 32 – 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**

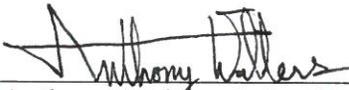
  
Stephanie Mendenhall, Administrative Services Director

12-13-12  
Date

  
Tanya Bragg, Senior Human Resources Analyst

12-13-12  
Date

**SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION**

  
Anthony Walters, Labor Relations Representative  
& Chief Negotiator for the San Bernardino  
Public Employees Association Representing  
Mid-Management Employees

12-13-12  
Date

  
Karen Peterson, Planning Manager

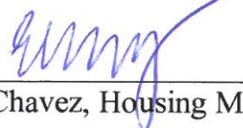
12/13/12  
Date

  
Bob Critchfield, Principal Engineer

12/13/2012  
Date

  
Robert Herbster, Assistant Engineer

12/12/2012  
Date

  
Liz Chavez, Housing Manager

12/13/12  
Date

## ATTACHMENT A

### SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION LAYOFF PROCEDURES FOR MID MANAGEMENT EMPLOYEES

#### I. Statement of Intent:

##### Introduction:

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.

- (A) 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.
- (B) The factors the City Manager or designee, in his/her discretion, may use to determine layoff include the following:
  - 1. An employee's last four performance evaluations, if any;
  - 2. Any history of employee commendations, awards, etc;
  - 3. Any history of employee disciplinary action;
  - 4. Attendance record, including tardiness and unexcused absences;
  - 5. Safety record, including personal injury and damage to city property;
  - 6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
  - 7. 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;

8. 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;
9. Memoranda of Understanding (“MOU”) between the City and effected bargaining units.

II. **Definitions:**

*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:**

1. If a function is to be discontinued, curtailed, mechanized, or operated by a different method.
2. Reorganization
3. Budget reduction
4. Termination or decrease in funds and/or materials for projects or programs.
5. The mandatory reinstatement of an employee.

**Classification:** A classification is the bargaining unit position. A list of classifications within the Upland Mid Management Unit is included in “Exhibit B.”

**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”.

**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:

1. First by classification; and

2. 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:

a) An employee must have more City Seniority than at least one of the incumbents in the affected class.

b) 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 Section I, Statement of Intent.

III. **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 Union 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.

IV. **Order of Layoff:** In each classification, employees shall be laid off according to employment status in the following order:

(A) 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.

(B) 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.

(C) 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.

V. **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:

- (A) 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.
- (B) 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.
- (C) If a classification title is changed due to a reclassification; the employee shall retain bumping rights to the previous classification and series.
- (D) 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.
- (E) 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.
- (F) Employees transferring or voluntarily demoting shall retain the same anniversary date as in their previous position for all purposes, including step advancement.

**VI. 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.

**VII. 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.

**VIII. 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.

**IX. 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.

City of Upland  
 Mid Management and General Classification by Department and Job Series  
 July 1, 2012

Public Works

Public Works (continued)

Public Works (continued)

**Division: Environmental**

Senior Environmental Control  
 Tech  
 Assistant Engineer  
 Associate Engineer  
 Environmental Quality  
 Administrator

**Division: Utilities/Water**

Distribution  
 Water Utility Inspector I  
 Water Utility Inspector II  
 Water Meter Technician  
 Senior Water Meter Technician

**Division: Operations**

Custodian  
 Facilities Specialist  
 Maintenance Worker II  
 Maintenance Crew Lead  
 Equipment Operator  
 Facilities/Equipment  
 Maintenance Superintendent  
 Deputy Public Works Director

**Division: Engineering**

Public Works Inspector I  
 Public Works Inspector II  
 Senior Public Works Inspector  
 Engineering Technician  
 Associate Engineer  
 Senior Engineer  
 Principal Engineer

Fleet

Inventory Specialist/Equipment Mechanic Trainee  
 Equipment Mechanic I  
 Equipment Mechanic II  
 Senior Equipment Mechanic  
 Equipment Maintenance  
 Superintendent

Treatment

Water Systems Operator I  
 Water Systems Operator II  
 Water Systems Operator III  
 Water Systems Operator IV  
 Water Systems Operator Chief

Water Conservation

Water Conservation Specialist  
 GIS/CAD Technician

Water Distribution Field  
 Supervisor  
 Water Operations Manager

	Single Classification Titles
	Engineer Series (Dev Services & PW)
	Management Analyst Planning
	Utilities/Water
	Human Resources
	Library

City of Upland

Mid Management and General Classification by Department and Job Series

July 1, 2012

Administrative Services Department	Community Services Department	Development Services Department	Fire Department	Police Department	Office Support
Division: City Clerk	Divisions: Animal Shelter	Division: Planning	Division: Emergency Preparedness	Division: Dispatch	Administrative
Deputy City Clerk	Animal Shelter Attendant I Animal Shelter Attendant II Animal Control Officer Animal Services Supervisor	Assistant Planner Associate Planner Senior Planner Planning Manager	Emergency Medical Services Coord Division: Fire Prevention Fire Inspector/Investigator I Fire Inspector/Investigator II	Police Dispatcher I Police Dispatcher II Police Dispatcher Supervisor	Administrative Assistant I Administrative Assistant II Administrative Assistant III Senior Administrative Asst Executive Assistant to the City Mgr
Division: Finance	Division: Library	Division: Building	Division: Flight	Division: Evidence	Management Analyst Sr. Management Analyst
Customer Service Specialist I Customer Service Specialist II Sr. Customer Services Specialist Revenue Coordinator	Library Monitor Library Clerk Sr. Library Clerk Library Assistant Library Technician Senior Library Assistant Literacy Coordinator	Senior Counter Technician Building Inspector II Plans Examiner Building Official	Flight Paramedic Flight Nurse	Property and Evidence Clerk Forensic Specialist	
Accounting Technician Sr. Accounting Technician Accountant Sr. Accountant	Division: Engineering	Division: Engineering		Division: Records	
Business License Inspector	Librarian Senior Librarian Principal Librarian	Engineering Technician Assistant Engineer Associate Engineer Principal Engineer		Police Records Specialist I Police Records Specialist II	
Division: Human Resources	Division: Recreation	Division: Housing/Economic Dev		Police Services Technician Trainee Police Services Technician Police Services Coordinator	
Human Resources Specialist Human Resources Analyst Sr. Human Resources Analyst	Recreation Coordinator Senior Center Recreation Coordinator Recreation Services Manager	Development Specialist Housing Coordinator Housing Manager			
Division: IT		Division: Code Enforcement			
IT Technician IT Manager		Code Enforcement Officer			

Single Mid Management Classifications
Engineer Series (Dev Services & PW)
Management Analyst
Planning
Utilities/Water
Human Resources
Library

## 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.

**AGREEMENT BETWEEN THE  
CITY OF UPLAND  
AND THE  
SAN BERNARDINO PUBLIC EMPLOYEE ASSOCIATION  
REPRESENTING THE  
UPLAND MID-MANAGEMENT EMPLOYEES UNIT  
TO AMEND  
THE JULY 1, 2012 TO JUNE 30, 2013 CONTRACT**

The City of Upland (Upland) and the San Bernardino Public Employees Association (Association), representing the Upland Mid-Management Employees Unit, met and conferred on the City's proposals related to employee concessions for the fiscal year 2013-2014. The following language sets forth the points of agreement reached between the City and the Association and ratified by Association members.

The Memorandum of Understanding (MOU) between the City and the Association expires on June 30, 2013. In order to address the need to engage in savings that cover fiscal year 2013-2014, the City and the Association agree to the following:

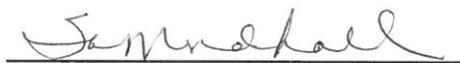
1. To extend the July 1, 2012 to June 30, 2013 Contract through June 30, 2015.
2. Effective July 1, 2013 employees will increase their pension contribution 4% of employee share of PERS and the City will pay 2.4 % of employer's share of PERS.
3. Effective January 1, 2014 employees will pay additional 3% of the employee share of PERS. In addition, the City will no longer report the value of EPMC to CalPERS on behalf of any bargaining unit members.
4. For All "New Members" of the Association As Defined by the California Public Employees' Pension Reform Act of 2013:
  - a. 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 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.
  - b. 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.

- c. 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.

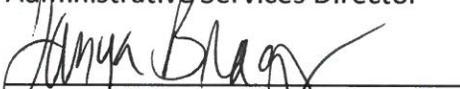
Employee Paid Retirement Contribution - For employees defined as "new members" by the Act hired after January 1, 2013, one half of the total normal cost rate as defined by the Act as their employee retirement contribution. The parties' acknowledge that the City has been advised by CalPERS that through June 30, 2015, the employee portion (i.e., one half the total normal cost rate) of the normal cost rate is 6.75%. Thus, new members will pay 6.75% as their retirement contribution.

5. Both parties agreed to a reopener for Health Care Reform during the term of the contract.

FOR THE CITY



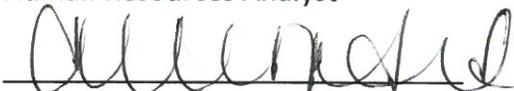
Stephanie Mendenhall  
Administrative Services Director



Tanya Bragg  
Senior Human Resources Analyst



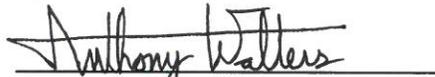
Jeremy Swan  
Human Resources Analyst



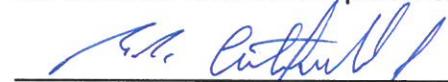
Annette Guthrie  
Executive Assistant

2/13/13  
Date

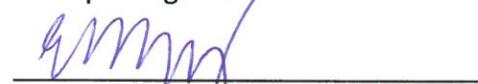
FOR THE ASSOCIATION



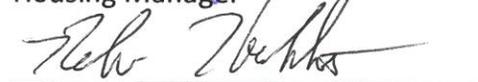
Anthony Walters,  
SBPEA Labor Relations Representative



Robert Critchfield  
Principal Engineer



Elizabeth Chavez  
Housing Manager



Robert Herbster  
Assistant Engineer

2/13/2013  
Date