

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF UPLAND AND AFSCME LOCAL 20
REGARDING RATE OF PAY FOR FOURTH OF JULY EVENT ON JULY 4TH 2026**

MAY 26, 2026

WHEREAS the City of Upland ("City") and AFSCME Local 20 ("Association") have entered into a Memorandum of Understanding (MOU) covering the period of July 1, 2023, through June 30, 2028.

WHEREAS the MOU provides that there shall be no changes in wages, hours and working conditions during its term without the mutual consent of the parties.

WHEREAS the City has a duty to meet and confer with the Association over wages, hours, and other terms and conditions of employment, including but not limited to the wages paid for overtime;

WHEREAS the Parties have met, discussed, and agreed to the implementation of a one-time only arrangement for compensation of overtime.

NOW, THEREFORE, THE PARTIES do hereby agree as follows:

1. This side letter shall amend the wages, hours and other terms and conditions of employment set forth in the current MOU between the parties only to the extent specifically set forth herein. All other wages, hours and other terms and conditions of employment shall remain in full force and effect, and unaffected by this Agreement, unless specifically modified in a subsequent written Agreement by the parties.
2. Employees who are assigned and approved by the City to work in direct support of the City's Fourth of July event on July 4, 2026, shall be compensated at a rate of double time (2.0x) the employee's regular rate of pay. This one-time compensation arrangement applies only to hours worked on July 4, 2026, in support of the event, and does not apply to regular work hours, paid leave, standby time, callback time, travel time, or any other paid or unpaid status unless expressly required by the MOU or applicable law.
3. The Parties acknowledge and agree that this Agreement is intended to address a unique, one-time operational circumstance associated with the City's final Fourth of July event on July 4, 2026.

4. This agreement is strictly non-precedential. The Parties expressly agree that it shall not establish a past practice, binding precedent, vested right, or continuing obligation, and shall not be used to interpret, modify, expand, or supplement any provision of the MOU in any grievance, arbitration, administrative proceeding, litigation, or future dispute.

5. Nothing in this agreement shall be interpreted to modify, expand, or replace any existing overtime or holiday compensation provisions in the MOU or establish eligibility for double time compensation for any other date, holiday, or circumstance beyond what is expressly stated herein.

6. Full and Complete Understanding. The parties have met and conferred in good faith and agreed upon all matters related to the implementation of a one-time only arrangement for compensation of overtime. This Side Letter represents all terms negotiated and agreed upon by the Parties. All parties understand and acknowledge that there are no other agreements between them (oral, implied, or written), other than as written here or as contained in the continuing terms and conditions of their employment set forth in the MOU between the Association and the City.

IN WITNESS WHEREOF, the Parties have caused this Side Letter to be executed by their duly authorized representatives.

CITY OF UPLAND

By:  _____

Name: Michael Blay _____

Title: City Manager _____

Date: 5/12/2026 _____

AFSCME LOCAL 20

By:  _____

Name: Phillip Estrada _____

Title: Union President _____

Date: 5/12/2026 _____