



## **UPLAND CITY COUNCIL**

### **AGENDA**

**October 14, 2019  
City Council Chamber**

**DEBBIE STONE, MAYOR  
JANICE ELLIOTT, MAYOR PRO TEM  
RICKY FELIX, COUNCILMEMBER  
RUDY ZUNIGA, COUNCILMEMBER  
BILL VELTO, COUNCILMEMBER**

**ROSEMARY HOERNING, INTERIM CITY MANAGER  
JAMES L. MARKMAN, CITY ATTORNEY**

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#### **DISRUPTION OF MEETINGS**

Individuals who demonstrate disruptive conduct during City Council meetings that prevent the City Council from conducting its meeting in an orderly manner are guilty of a misdemeanor as stated in PC403, disrupting a public meeting, and are subject to removal from the chamber or arrest.

**\*\*\*\*\***

**6:00 PM - Closed Session**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. ADDITIONS-DELETIONS TO AGENDA**
- 3. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on item listed on the closed session agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit.

- 4. CLOSED SESSION**

- A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
(WORKER'S COMP CLAIM)  
(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)  
Claimant: Anthony Kabayan  
Agency: City of Upland
  
- B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)  
  
Case Simpson v. City of Upland  
Name: San Bernardino County Superior Court of California Case No. CIV-DS-180-9093
  
- C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)  
  
Case Yoakum v. City of Upland  
Name: San Bernardino County Superior Court of California Case No. CIV-DS-181-7026
  
- D. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)  
  
Case Yoakum v. City of Upland  
Name: San Bernardino County Superior Court of California Case No. CIV-DS-172-1778
  
- E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION AND CONSIDERATION OF PUBLIC EMPLOYEE DISMISSAL AND RELATED ACTIONS pursuant to California Government Code Section 54957  
Title: City Attorney

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**7:00 PM**

**5. INVOCATION**

Zayneb Shakely, City of Knowledge School

**6. PLEDGE OF ALLEGIANCE**

**7. PRESENTATIONS**

Great ShakeOut and Earthquake Safety Presentation by San Bernardino County Fire Emergency Services Officer Klasha Ray

Presentation of Certificates of Completion to the Upland Community Emergency Response Team (CERT)

Presentation of Lemon Festival Grant Awards

**8. CITY ATTORNEY**

**9. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on any item listed on the agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. Speakers will be given five (5) minutes during public hearings. The use of visual aids will be included in the time limit.

## **10. COUNCIL COMMUNICATIONS**

### **11. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the legislative body request specific items be removed from the Consent Calendar for separate action.

#### **A. APPROVAL OF MINUTES**

Approve the Special Meeting Minutes of September 23, 2019, the Regular Meeting Minutes of September 23, 2019, and the Special Meeting Minutes of October 1, 2019. (Staff Person: Keri Johnson)

#### **B. APPROVAL OF WARRANT AND PAYROLL REGISTERS SEPTEMBER, 2019**

It is recommended that the City Council approve the September Warrant Registers and Direct Disbursements (check numbers 26950-27278) totaling \$4,766,257.11 and Payroll Registers totaling \$1,220,929.87 (check Numbers 160848-160870 and EFTs 16963-17451). (Staff Person: Londa Bock-Helms)

#### **C. TREASURER'S REPORT AUGUST 2019**

Receive and file the August 2019 Treasurer's Report. (Staff Person: Londa Bock-Helms)

#### **D. OFFICE OF TRAFFIC SAFETY GRANT**

Accept the grant funds and authorize the appropriation of \$166,200 (OTS Grant #PT20131). (Staff Person: Darren Goodman)

#### **E. DISPOSAL OF SURPLUS EQUIPMENT**

Declare items as surplus, and authorize the Interim City Manager to initiate disposal of the surplus equipment. (Staff Person: Rosemary Hoerning)

#### **F. ACCEPTANCE OF IMPROVEMENT BY RANCHO MONTE VISTA ANNEX, LLC**

Accept the public improvements for the Rancho Monte Vista Annex, LLC (CUP 16-35), and reduce the cash surety to fifty percent (50%) or \$52,185 for this project. (Staff Person: Rosemary Hoerning)

#### **G. BUDGET AMENDMENT TO ACCEPT AND APPROPRIATE THE LEMON FESTIVAL PROCEEDS**

Approve the budget amendment of \$74,760 to receive and appropriate the proceeds from the Upland Lemon Festival. (Staff Person: Doug Story)

## **12. PUBLIC HEARINGS**

#### **A. FORMATION OF A RESIDENTIAL PERMIT PARKING ZONE**

The City Council will consider establishing a residential permit parking zone. (Staff Person: Rosemary Hoerning)

Recommendation: 1) Staff Presentation

- 2) Hold Public Hearing
- 3) Close Public Hearing
- 4) Adopt a Resolution establishing residential permit parking on south 2nd Avenue at 163 through 185 on the west side and 176 through 188 on the east side, including 208 east 8th Street; and authorize its implementation.

**B. APPROVAL OF THE CITIZEN PARTICIPATION PLAN IN CONNECTION WITH THE CITY'S FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The City Council will consider the adoption of a Citizens Participation Plan in connection with the City's Federal Community Development Block Grant Program. (Staff Person: Robert Dalquest)

Recommendation: 1) Staff Presentation

- 2) Hold Public Hearing
- 3) Close Public Hearing
- 4) Adopt a Resolution approving the Citizen Participation Plan in connection with the City's Federal Community Development Block Grant Program; and authorize the Interim City Manager or her designee to execute any and all necessary and related documents to implement the Plan.

**13. COUNCIL COMMITTEE REPORTS**

**A. PUBLIC WORKS COMMITTEE, OCTOBER 8, 2019**

**14. BUSINESS ITEMS**

**A. APPROVAL OF LABOR AGREEMENT WITH UPLAND CITY EMPLOYEES ASSOCIATION**

Adopt a Resolution approving a Memorandum of Understanding with the Upland City Employees Association. (Staff Person: Rosemary Hoerning)

**B. APPROVAL OF LABOR AGREEMENT WITH UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION**

Adopt a Resolution approving a Memorandum of Understanding with the Upland Mid Management Employees Association. (Staff Person: Rosemary Hoerning)

**C. APPROVAL OF LABOR AGREEMENT WITH UPLAND POLICE MANAGEMENT ASSOCIATION**

Adopt a Resolution approving a Memorandum of Understanding with the Upland Police Management Association. (Staff Person: Rosemary Hoerning)

**D. ADOPTION OF A RESOLUTION AMENDING THE COMPENSATION AND BENEFIT PLAN FOR EXECUTIVE EMPLOYEES**

Adopt a Resolution amending the compensation and benefit plan for Executive Management employees. (Staff Person: Rosemary Hoerning)

**15. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on any item not listed on the agenda. Anyone wishing to address the legislative body is requested to submit a speaker

card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit. Public comments and questions for the purpose of hearing current matters of concern in our community and to provide citizens a method for the public to hear those concerns in an open venue is encouraged. However, under the provisions of the Brown Act, the City Council is prohibited from discussion of items not listed on the agenda, and therefore, the City Council, City Manager, or City Attorney will take communications under advisement for consideration and appropriate response or discussion at a later time.

**16. CITY MANAGER**

**17. ADJOURNMENT**

The next regularly scheduled City Council meeting is Monday, October 28, 2019.

**NOTE:** If you challenge the public hearing(s) or the related environmental determinations in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Upland, at, or prior to, the public hearing.

All Agenda items and back-up materials are available for public review at the Upland Public Library, downstairs reference desk at 450 North Euclid Avenue, the City Clerk's Office at 460 North Euclid Avenue and the City website at [www.ci.upland.ca.us](http://www.ci.upland.ca.us), subject to staff's ability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, 931-4120. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

**POSTING STATEMENT:** On October 9, 2019 a true and correct copy of this agenda was posted on the bulletin boards at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall).

**MINUTES OF THE SPECIAL MEETING OF THE  
UPLAND CITY COUNCIL  
SEPTEMBER 23, 2019**

**OPENING**

The special meeting of the Upland City Council was called to order by Mayor Debbie Stone at 5:00 p.m. in the Council Chamber of the Upland City Hall.

**1. ROLL CALL**

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: Interim City Manager Rosemary Hoerning, City Attorney James L. Markman, and City Clerk Keri Johnson

**2. ORAL COMMUNICATIONS** None

At 5:01 p.m. Mayor Stone announced the City Council would recess to Closed Session pursuant to Government Code Section

**3. GOVERNMENT CODE SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: APN 1044-061-41, 1044-061-42, 1044-061-43 (vacant land)

Agency Negotiators: Interim City Manager Hoerning, Development Services Director Dalquest, Development Services Manager Chavez, and Economic Development Coordinator Picazo

Negotiating Parties: City of Upland and prospective buyers

Under Negotiation: Price and terms - Instructions in dealing with prospective buyers

**4. GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Interim City Manager Rosemary Hoerning

Employee organizations: Upland Mid-Management Association, Upland City Employees Association, Upland Police Officers Association, and Upland Police Management Association

Unrepresented group: Executive Management

The City Council reconvened in open session at 6:16 p.m.

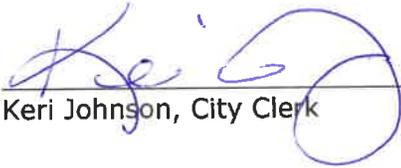
City Attorney Markman announced there was nothing to report from Closed Session.

**4. ADJOURNMENT**

Mayor Stone adjourned the meeting at 6:16 p.m. The next regular meeting of the City Council is October 14, 2019.

SPECIAL MEETING MINUTES  
UPLAND CITY COUNCIL  
SEPTEMBER 23, 2019  
PAGE 2

**SUBMITTED BY:**

  
\_\_\_\_\_  
Keri Johnson, City Clerk

**APPROVED:**

October 14, 2019  
\_\_\_\_\_

**MINUTES OF THE REGULAR MEETING OF THE  
UPLAND CITY COUNCIL  
SEPTEMBER 23, 2019**

**OPENING**

The regular meeting of the Upland City Council was called to order by Mayor Debbie Stone at 7:00 p.m. in the Council Chamber of the Upland City Hall.

**1. ROLL CALL**

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: Interim City Manager Rosemary Hoerning, City Attorney James L. Markman, and City Clerk Keri Johnson

**2. ADDITIONS/DELETIONS TO AGENDA** None

**3. ORAL COMMUNICATIONS** None

**4. CLOSED SESSION** None

**5. INVOCATION** Reverend Jan Chase, Unity Church of Pomona

**6. PLEDGE OF ALLEGIANCE** Upland High School students Apisai Mendoza, Aaron Thomas, and Alizah Quinn

**7. PRESENTATIONS**

Certificates of Recognition were presented to the Upland National Little League District 23 and Section 3 Champions.

Upland Sister City Association President, Brenda Zaldivar, presented Mayor Stone and the City Council with a plaque from Mildura Mayor Simon Clemence, honoring the 50th Anniversary of their Sister City Relationship.

Lupe Camacho, Partnership Specialist, Los Angeles Regional Census Center accepted a Proclamation Declaring the Importance of the 2020 U.S. Census.

A Proclamation Declaring October 2019 as Breast Cancer Awareness Month and Certificates of Recognition were presented to Jimmie Herrick and Barbara Jo Kirshbaum for their Fundraising Efforts toward the Fight to Cure Breast Cancer.

The Upland Chamber of Commerce presented information on their Shop Upland Campaign.

**8. CITY ATTORNEY**

City Attorney Markman stated there was nothing to report.

**9. ORAL COMMUNICATIONS** None

**10. COUNCIL COMMUNICATIONS**

Councilmembers announced various activities throughout the community, including providing an update on the meetings they attended.

**11. CONSENT CALENDAR**

Councilmember Zuniga removed Consent Calendar Item 11C for separate action. Motion by Councilmember Velto to approve the remainder of the Consent Calendar, seconded by Councilmember Felix, and carried unanimously.

A. APPROVAL OF MINUTES

Approved the Regular Meeting Minutes of September 9, 2019.

B. APPROVE THE RECLASSIFICATION OF THE POSITION OF SENIOR ADMINISTRATIVE ASSISTANT TO DEPUTY CITY CLERK

Approved the reclassification of the existing Senior Administrative Assistant position to Deputy City Clerk.

ITEMS REMOVED FOR SEPARATE ACTION

At 8:05 p.m. Councilmember Zuniga announced that he would abstain from Item 11C since he serves on the San Antonio Water Company Board. Councilmember Zuniga then left the Council Chamber

C. REQUEST FOR APPROVAL OF A WAIVER LETTER RELATING TO THE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE CITY AND THE SAN ANTONIO WATER COMPANY FOR THE CITY'S PURCHASE OF PROPERTY (A PORTION OF ASSESSOR'S PARCEL NO. 1005-271-03, 1723 N. BENSON AVENUE) TO FACILITATE THE CONSTRUCTION OF A REPLACEMENT 7.5 MG WATER RESERVOIR

Interim City Manager Hoerning provided information regarding the delay in obtaining the state revolving loan fund and the request to waive item 12(i) in the purchase and sale agreement in order to close escrow on the property.

Motion by Councilmember Elliott to approve and authorize the Interim City Manager to execute and deliver a letter to the San Antonio Water Company (SAW Co.) and Lawyers Title Company waiving the City's condition relating to a final, executed State construction financing agreement set forth in Section 12(i) of the amended purchase and sale agreement and escrow instructions between the City and SAW Co. for the purchase by the City of property to facilitate the construction of a replacement 7.5 MG reservoir, Project No. 9128, in order to enable the City and SAW Co. to close the land acquisition transaction no later than the current, extended outside closing date of September 27, 2019, seconded by Councilmember Velto, and carried with Councilmember Zuniga abstaining.

At 8:07 p.m. Councilmember Zuniga returned to the Council Chamber and took his seat on the dais.

**12. PUBLIC HEARINGS**

A. CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL AMENDING THE MASTER FEE SCHEDULE TO UPDATE FEES FOR PARKING CITATION FINES

Captain Cliff Mathews presented the staff report, which is on file in the City Clerk's Office.

There was discussion on the fine rates charged by surrounding cities and when those rates had been updated.

Mayor Stone opened the public hearing and hearing no testimony, closed the public hearing.

Motion by Councilmember Zuniga to adopt Resolution No. 6508 amending the master fee schedule to update the parking citation bail schedule, seconded by Councilmember Elliott, and carried unanimously.

**13. COUNCIL COMMITTEE REPORTS** None

**14. BUSINESS ITEMS**

A. AWARD OF BID FOR PROJECT NO. 7073, CITYWIDE STRIPING REPLACEMENT (BID NO. 2019-03)

Engineering Manager Critchfield presented the staff report, which is on file in the City Clerk's Office.

Motion by Councilmember Elliott to approve the specifications for Project No. 7073; award the construction contract to Superior Pavement Markings, Inc. in the amount of \$162,920.00; and, authorize a construction contingency in the amount of \$17,080.00, for a total amount of \$180,000.00 from the Gas Tax Fund, seconded by Councilmember Felix, and carried unanimously.

**15. ORAL COMMUNICATION (items not on the agenda)**

Kati Parker, Upland, provided information on an upcoming Upland Heritage Workshop.

Carlos Garcia, Upland, questioned the advice of the City Attorney in regard to the sale of Memorial Park land.

Lois Sicking Dieter, Upland, questioned the advice of the City Attorney in regard to the sale of Memorial Park land and requested the City Council post a request for proposal for City Attorney services.

Steve Bierbaum, Upland, questioned the advice of the City Attorney in regard to the sale of Memorial Park land and a settlement agreement.

James Breitling, Upland, spoke regarding the importance of recycling education for the community.

Irmalinda Osuna, Upland, questioned the advice of the City Attorney in regard to the sale of Memorial Park land and requested the City Council review his performance.

Natasha Walton, Upland, questioned the advice of the City Attorney in regard to the sale of Memorial Park land and stated there were flaws in the contract.

**16. CITY MANAGER** None

**17. ADJOURNMENT**

At 8:42 p.m., Mayor Stone adjourned in memory of Trisha Martinez, City of Montclair Councilmember. The next regularly scheduled City Council meeting is Monday, October 14, 2019.

**SUBMITTED BY**

  
\_\_\_\_\_  
Keri Johnson, City Clerk

**APPROVED**

October 14, 2019\_\_\_\_\_

**MINUTES OF THE SPECIAL MEETING OF THE  
UPLAND CITY COUNCIL  
OCTOBER 1, 2019**

**OPENING**

The special meeting of the Upland City Council was called to order by Mayor Debbie Stone at 9:00 a.m. in the Council Chamber of the Upland City Hall.

**1. ROLL CALL**

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: Interim City Manager Rosemary Hoerning and City Clerk Keri Johnson

**2. ORAL COMMUNICATIONS** None

At 9:01 a.m. Mayor Stone announced the City Council would recess to Closed Session pursuant to Government Code Section

**3. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)

Case Name: Eugene Tanner v. City of Upland  
San Bernardino County Superior Court of California Case No. CIV-DS-171-9419

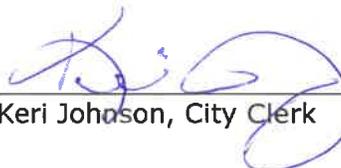
The City Council reconvened in open session at 9:49 a.m.

Mayor Stone announced there was no reportable action from Closed Session.

**4. ADJOURNMENT**

Mayor Stone adjourned the meeting at 9:49 a.m. The next regular meeting of the City Council is Monday, October 14, 2019.

**SUBMITTED BY:**

  
\_\_\_\_\_  
Keri Johnson, City Clerk

**APPROVED:**

October 14, 2019



## STAFF REPORT

**ITEM NO. 11.B.**

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** LONDA BOCK-HELMS, CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR  
**SUBJECT:** APPROVAL OF WARRANT AND PAYROLL REGISTERS SEPTEMBER, 2019

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### RECOMMENDED ACTION

It is recommended that the City Council approve the September Warrant Registers and Direct Disbursements (check numbers 26950-27278) totaling \$4,766,257.11 and Payroll Registers totaling \$1,220,929.87 (check Numbers 160848-160870 and EFTs 16963-17451).

### GOAL STATEMENT

The proposed action supports the City's goal to manage the City's resources in a fiscally responsible and transparent manner.

### BACKGROUND

The City Council is presented with the financial disbursements for the purchase of materials, supplies, services, capital projects, and payroll warrants issued in the prior month. This process provides the City Council the opportunity to review the expenses of the City.

### ISSUES/ANALYSIS

In accordance with Government Code Section 37208, the Finance Officer hereby certifies that the attached Warrant Registers, Direct Disbursements, and Payroll Registers have been found to conform to the approved budget and have been paid. These demands are submitted to the City Council for review and approval.

**FISCAL IMPACTS**

Funds are available for the payment of the Warrant Registers, Direct Disbursements, and Payroll Registers.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Warrant Register-September 2019**

10/08/2019 11:53  
kcasillas

City of Upland, CA  
Check Reconciliation

P 1  
apchkrccn

C	Check #	Vendor	Name	Amount	Check Date	Clear Date
N	26950	99418	FRANCHISE TAX B	100.00	09/04/2019	
N	26951	99181	ACCOUNTEMPS	2,394.96	09/04/2019	
N	26952	358	ADVANCED AUTO,	31.75	09/04/2019	
N	26953	117291	ANDERSON, CAROL	100.00	09/04/2019	
N	26954	308	ASPINALL, ROBIN	100.00	09/04/2019	
N	26955	1769	BIO-TOX LABORAT	725.00	09/04/2019	
N	26956	732	BROUSE, LINDEN	100.00	09/04/2019	
N	26957	11923	C L S LANDSCAPE	38,590.00	09/04/2019	
N	26958	325	CALIFORNIA ASSO	200.00	09/04/2019	
N	26959	291	CARQUEST AUTO P	102.07	09/04/2019	
N	26960	710	DIAZ, OSCAR	431.00	09/04/2019	
N	26961	4402	ERC POLICE VEHI	170.00	09/04/2019	
N	26962	4456	FEDEX	22.30	09/04/2019	
N	26963	96251	FORD OF UPLAND	100.85	09/04/2019	
N	26964	78	FRONTIER	81.26	09/04/2019	
N	26965	78	FRONTIER	110.31	09/04/2019	
N	26966	78	FRONTIER	119.18	09/04/2019	
N	26967	78	FRONTIER	2,113.41	09/04/2019	
N	26968	58311	G H A TECHNOLOG	36.00	09/04/2019	
N	26969	833	G4S SECURE SOLU	3,844.31	09/04/2019	
N	26970	833	G4S SECURE SOLU	3,638.83	09/04/2019	
N	26971	290	GRAINGER	773.55	09/04/2019	
N	26972	194	HARINGA COMPRES	23,206.11	09/04/2019	
N	26973	4137	INLAND FAIR HOU	3,049.59	09/04/2019	
N	26974	48371	JEEP CHRYSLER O	120.31	09/04/2019	
N	26975	26101	KONICA MINOLTA	4,369.27	09/04/2019	
N	26976	53241	KONICA MINOLTA	4,988.44	09/04/2019	
N	26977	373	LA POLICE GEAR	1,664.19	09/04/2019	
N	26978	414	LIEBERT CASSIDY	38.00	09/04/2019	
N	26979	122601	LOWE'S	4,218.99	09/04/2019	
N	26980	62081	MAILFINANCE	557.92	09/04/2019	
N	26981	16385	MAIN STREET SIG	11,530.66	09/04/2019	
N	26982	847	MATHEWS, CLIFFO	1,106.63	09/04/2019	
N	26983	771	NETWRIX CORPORA	3,955.90	09/04/2019	
N	26984	808	NOVIKOV, ALEXAN	100.00	09/04/2019	
N	26985	64331	PACIFIC TELEMAN	60.00	09/04/2019	
N	26986	4509	PARKHOUSE TIRE	130.67	09/04/2019	
N	26987	769	REGIONAL GOVERN	5,602.75	09/04/2019	
N	26988	67381	ROUTE 66 CAR WA	738.00	09/04/2019	
N	26989	17582	SCHWARY, GARY	100.00	09/04/2019	
N	26990	99141	SONSRAY MACHINE	139.42	09/04/2019	
N	26991	16607	STAPLES BUSINES	777.58	09/04/2019	
N	26992	21671	TIME WARNER CAB	1,428.49	09/04/2019	
N	26993	311	U S ARMOR CORP	941.09	09/04/2019	
N	26994	67311	UNDERCAR PLUS U	220.47	09/04/2019	
N	26995	133941	VERIZON	2,143.82	09/04/2019	
N	26996	14735	VERIZON WIRELES	2,813.25	09/04/2019	
N	26997	137	WALKER, YVETTE	100.00	09/04/2019	
N	26998	1725	WEST COAST ARBO	21,523.00	09/04/2019	
N	26999	134051	WEST COAST LIGH	266.76	09/04/2019	
N	27000	999999	ZZONE TIME TIME	142.27	09/04/2019	
N	27001	999999	ZZONE TIME TIME	56.21	09/04/2019	
N	27002	999999	ZZONE TIME TIME	142.45	09/04/2019	
N	27003	999999	ZZONE TIME TIME	102.62	09/04/2019	

10/08/2019 11:53  
kcasillas

City of Upland, CA  
Check Reconciliation

P 2  
apchkrcn

C	Check #	Vendor	Name	Amount	Check Date	Clear Date
N	27004	999999	ZZONE TIME TIME	28.55	09/04/2019	
N	27005	999999	ZZONE TIME TIME	157.87	09/04/2019	
N	27006	999999	ZZONE TIME TIME	102.96	09/04/2019	
N	27007	999999	ZZONE TIME TIME	28.20	09/04/2019	
N	27008	999999	ZZONE TIME TIME	51.15	09/04/2019	
N	27009	999999	ZZONE TIME TIME	57.09	09/04/2019	
N	27010	999999	ZZONE TIME TIME	128.54	09/04/2019	
N	27011	999999	ZZONE TIME TIME	77.28	09/04/2019	
N	27012	999999	ZZONE TIME TIME	102.96	09/04/2019	
N	27013	999999	ZZONE TIME TIME	92.93	09/04/2019	
N	27014	999999	ZZONE TIME TIME	132.19	09/04/2019	
N	27015	999999	ZZONE TIME TIME	109.86	09/04/2019	
N	27016	999999	ZZONE TIME TIME	108.90	09/04/2019	
N	27017	999999	ZZONE TIME TIME	112.72	09/04/2019	
N	27018	999999	ZZONE TIME TIME	119.58	09/04/2019	
N	27019	999999	ZZONE TIME TIME	57.72	09/04/2019	
N	27020	999999	ZZONE TIME TIME	105.40	09/04/2019	
N	27021	999999	ZZONE TIME TIME	106.90	09/04/2019	
N	27022	999999	ZZONE TIME TIME	65.74	09/04/2019	
N	27023	999999	ZZONE TIME TIME	57.07	09/04/2019	
N	27024	999999	ZZONE TIME TIME	126.11	09/04/2019	
N	27025	999999	ZZONE TIME TIME	1,405.74	09/04/2019	
N	27026	999999	ZZONE TIME TIME	87.91	09/04/2019	
N	27027	999999	ZZONE TIME TIME	102.96	09/04/2019	
N	27028	999999	ZZONE TIME TIME	25.57	09/04/2019	
N	27029	999999	ZZONE TIME TIME	100.00	09/04/2019	
N	27030	999999	ZZONE TIME TIME	83.98	09/04/2019	
N	27031	999999	ZZONE TIME TIME	13.59	09/04/2019	
N	27032	999999	ZZONE TIME TIME	31.62	09/04/2019	
N	27033	999999	ZZONE TIME TIME	68.98	09/04/2019	
N	27034	999999	ZZONE TIME TIME	33.34	09/04/2019	
N	27035	751	FIDELITY SECURI	2,329.32	09/11/2019	
N	27036	15750	AFLAC PREMIUM H	1,534.80	09/11/2019	
N	27037	16823	PRE PAID LEGAL	146.50	09/11/2019	
N	27038	82591	1-800 RADIATOR	118.53	09/11/2019	
N	27039	36721	A & I REPROGRAP	161.00	09/11/2019	
N	27040	99181	ACCOUNTEMPS	2,301.65	09/11/2019	
N	27041	131971	ANNEALTA GROUP	6,630.00	09/11/2019	
N	27042	117311	ASCAP	724.75	09/11/2019	
N	27043	15308	AUTOMATED GATE	201.00	09/11/2019	
N	27044	30541	BAB STEERING &	853.95	09/11/2019	
N	27045	842	BLUE TO GOLD, L	698.00	09/11/2019	
N	27046	12171	BOYLE, MICHAEL	94.57	09/11/2019	
N	27047	120021	BRIGHTVIEW	5,540.91	09/11/2019	
N	27048	291	CARQUEST AUTO P	988.45	09/11/2019	
N	27049	122811	CAULDER ELECTRI	6,400.00	09/11/2019	
N	27050	177	CED	288.47	09/11/2019	
N	27051	82791	CHEM PRO LAB IN	298.00	09/11/2019	
N	27052	7501	CHINO SHORT LOA	568.92	09/11/2019	
N	27053	448	CINTAS CORPORAT	3,403.54	09/11/2019	
N	27054	848	CNC MOTORS	18,515.14	09/11/2019	
N	27055	122791	CODE 3 INC	131.01	09/11/2019	
N	27056	104521	CONNEY SAFETY	341.97	09/11/2019	
N	27057	45421	COSTAR REALTY I	473.58	09/11/2019	

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C	Check #	Vendor	Name	Amount	Check Date	Clear Date
N	27058	4696	CUCAMONGA VALLE	86.29	09/11/2019	
N	27059	124	DEPARTMENT OF J	414.00	09/11/2019	
N	27060	19101	DURAN, MAURICE	177.50	09/11/2019	
N	27061	4402	ERC POLICE VEHI	85.00	09/11/2019	
N	27062	2435	EVERSOFT	1,537.86	09/11/2019	
N	27063	10485	EXPERIAN	77.00	09/11/2019	
N	27064	96251	FORD OF UPLAND	908.91	09/11/2019	
N	27065	111251	GNA BROOK FIRE	481.49	09/11/2019	
N	27066	290	GRAINGER	313.44	09/11/2019	
N	27067	134011	HAZ MAT TRANS I	535.00	09/11/2019	
N	27068	90227	HEARD'S INVESTI	150.00	09/11/2019	
N	27069	3231	HINDERLITER, DE	6,004.16	09/11/2019	
N	27070	329	HOLLIDAY ROCK C	263.45	09/11/2019	
N	27071	629	HONEYCOTT, INC	252.00	09/11/2019	
N	27072	4495	HOSE-MAN INC	15.38	09/11/2019	
N	27073	114501	INTERWEST CONSU	16,387.50	09/11/2019	
N	27074	635	ISOTECH PEST M	716.00	09/11/2019	
N	27075	284	J G BAUTISTA CO	5,625.00	09/11/2019	
N	27076	79821	K S M ELECTRIC	4,415.88	09/11/2019	
N	27077	80561	KEENAN & ASSOCI	3,561.00	09/11/2019	
N	27078	414	LIEBERT CASSIDY	1,778.00	09/11/2019	
N	27079	461	MIJAC ALARM	180.00	09/11/2019	
N	27080	849	MITCHELL REPAIR	1,608.00	09/11/2019	
N	27081	7816	MR T'S TOWING I	3,300.00	09/11/2019	
N	27082	120861	NATIONAL METER	21,293.80	09/11/2019	
N	27083	340	O'BRIEN, KYLE	61.94	09/11/2019	
N	27084	30971	OCCUPATIONAL HE	463.00	09/11/2019	
N	27085	6625	P F SERVICES IN	150.00	09/11/2019	
N	27086	30161	PAINT BUCKET IN	145.05	09/11/2019	
N	27087	349	RAIN MASTER IRR	235.90	09/11/2019	
N	27088	240	RICHARD BRADY A	2,001.00	09/11/2019	
N	27089	10638	RICHARDS, WATSO	24,891.52	09/11/2019	
N	27090	637	SMART & FINAL I	248.67	09/11/2019	
N	27091	287	SMIDERLE, RICHA	48.00	09/11/2019	
N	27092	514	SMOTHERS APPRAI	4,500.00	09/11/2019	
N	27093	10673	SO CAL BOLT & I	10.78	09/11/2019	
N	27094	3835	SOUTH COAST A Q	557.42	09/11/2019	
N	27095	16607	STAPLES BUSINES	258.74	09/11/2019	
N	27096	16077	TCI INC	78.28	09/11/2019	
N	27097	11583	THOMPSON PLUMBI	702.53	09/11/2019	
N	27098	125411	TYLER TECHNOLOG	3,525.00	09/11/2019	
N	27099	3557	UNDERGROUND	651.37	09/11/2019	
N	27100	10856	UPLAND STEAM CO	485.00	09/11/2019	
N	27101	14735	VERIZON WIRELES	152.04	09/11/2019	
N	27102	392	WAXIE SANITARY	1,174.61	09/11/2019	
N	27103	97071	WEST VALLEY MRF	5,356.94	09/11/2019	
N	27104	2028	WESTERN WATER	1,818.61	09/11/2019	
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N	27106	999999	ZZONE TIME TIME	36.20	09/11/2019	
N	27107	999999	ZZONE TIME TIME	123.20	09/11/2019	
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N	27109	751	FIDELITY SECURI	2,393.07	09/18/2019	
N	27110	99418	FRANCHISE TAX B	100.00	09/18/2019	
N	27111	295	INLAND EMPIRE U	26.00	09/18/2019	

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C	Check #	Vendor	Name	Amount	Check Date	Clear Date
N	27112	114711	METROPOLITAN LI	29,969.29	09/18/2019	
N	27113	736	UPLAND POLICE M	1,183.00	09/18/2019	
N	27114	737	UPLAND POLICE O	4,377.00	09/18/2019	
N	27115	99181	ACCONTEMPS	613.18	09/18/2019	
N	27116	88211	AIR-EX	31,628.00	09/18/2019	
N	27117	3	AIRGAS USA LLC	1,304.90	09/18/2019	
N	27118	462	AMERIGAS	430.20	09/18/2019	
N	27119	131971	ANNEALTA GROUP	20,608.00	09/18/2019	
N	27120	226	ARCHITERRA DESI	7,365.45	09/18/2019	
N	27121	855	ARMITAGE TACTIC	195.00	09/18/2019	
N	27122	289	ARROW TRAILER S	81.51	09/18/2019	
N	27123	54411	AWR INC	13,950.00	09/18/2019	
N	27124	120021	BRIGHTVIEW	2,785.99	09/18/2019	
N	27125	819	BRINKS, INC	611.91	09/18/2019	
N	27126	5944	BURRTEC WASTE I	752,229.99	09/18/2019	
N	27127	120091	CALBO	1,170.00	09/18/2019	
N	27128	438	CALIFA GROUP	5,207.39	09/18/2019	
N	27129	83401	CARL WARREN & C	7,700.00	09/18/2019	
N	27130	291	CARQUEST AUTO P	680.40	09/18/2019	
N	27131	12511	CCSINTERACTIVE	125.00	09/18/2019	
N	27132	177	CED	2,081.50	09/18/2019	
N	27133	448	CINTAS CORPORAT	582.61	09/18/2019	
N	27134	111301	CITY CLERK	280.00	09/18/2019	
N	27135	163	CLINICAL LABORA	515.00	09/18/2019	
N	27136	16636	DELL MARKETING	11,433.82	09/18/2019	
N	27137	856	DEPARTMENT OF T	15.00	09/18/2019	
N	27138	97141	EUROFINS EATON	5,600.00	09/18/2019	
N	27139	4456	FEDEX	8.49	09/18/2019	
N	27140	96251	FORD OF UPLAND	270.18	09/18/2019	
N	27141	78	FRONTIER	45.83	09/18/2019	
N	27142	78	FRONTIER	62.61	09/18/2019	
N	27143	78	FRONTIER	1,220.00	09/18/2019	
N	27144	58311	G H A TECHNOLOG	4,015.18	09/18/2019	
N	27145	11	GA TECHNICAL SE	1,376.61	09/18/2019	
N	27146	129941	GENTRY GENERAL	25,853.80	09/18/2019	
N	27147	129521	GRAFIX SYSTEMS	48.49	09/18/2019	
N	27148	16340	INFOSEND INC	4,461.60	09/18/2019	
N	27149	195	INLAND VALLEY D	2,377.28	09/18/2019	
N	27150	785	INSTRUMENT & VA	2,487.16	09/18/2019	
N	27151	106951	INTEGRATED TECH	2,299.16	09/18/2019	
N	27152	48371	JEEP CHRYSLER O	412.30	09/18/2019	
N	27153	362	KAISER FOUNDATI	307.00	09/18/2019	
N	27154	80561	KEENAN & ASSOCI	5,284.62	09/18/2019	
N	27155	26101	KONICA MINOLTA	4,369.27	09/18/2019	
N	27156	53241	KONICA MINOLTA	4,819.96	09/18/2019	
N	27157	15595	L D M ASSOCIATE	13,418.75	09/18/2019	
N	27158	619	LAYNE CHRISTENS	34,648.12	09/18/2019	
N	27159	91491	LIBRARY SYSTEMS	14,010.94	09/18/2019	
N	27160	102	LIGHT BULBS ETC	237.22	09/18/2019	
N	27161	781	LINDE CONSTRUCT	30,000.00	09/18/2019	
N	27162	445	MATHISEN OIL CO	609.54	09/18/2019	
N	27163	21341	MATT CHLOR, INC	650.12	09/18/2019	
N	27164	16233	MPOWER COMMUNIC	233.37	09/18/2019	
N	27165	120861	NATIONAL METER	60,620.15	09/18/2019	

C	Check #	Vendor	Name	Amount	Check Date	Clear Date
N	27166	16877	NEXTDAY DELIVER	162.77	09/18/2019	
N	27167	42771	OCCU-MED LTD	1,913.00	09/18/2019	
N	27168	30971	OCCUPATIONAL HE	290.50	09/18/2019	
N	27169	6625	P F SERVICES IN	1,126.46	09/18/2019	
N	27170	840	PARK PLACE TECH	1,441.10	09/18/2019	
N	27171	805	R3 CONSULTING G	5,250.00	09/18/2019	
N	27172	764	RICHARDSON AUTO	955.00	09/18/2019	
N	27173	612	RIDE ON POWEPOW	1,855.52	09/18/2019	
N	27174	3662	SAFETY-KLEEN	50.00	09/18/2019	
N	27175	601	SAN ANTONIO WAT	359,707.44	09/18/2019	
N	27176	234	SAN BERNARDINO	1,399.16	09/18/2019	
N	27177	16607	STAPLES BUSINES	398.25	09/18/2019	
N	27178	69231	STEP SAVER CA L	983.00	09/18/2019	
N	27179	93351	STEVE'S FIVE ST	1,696.00	09/18/2019	
N	27180	21671	TIME WARNER CAB	90.67	09/18/2019	
N	27181	39061	TOOLS-R-US INC	562.88	09/18/2019	
N	27182	62321	TPX COMMUNICATI	2,825.15	09/18/2019	
N	27183	67311	UNDERCAR PLUS U	254.17	09/18/2019	
N	27184	14735	VERIZON WIRELES	35.17	09/18/2019	
N	27185	14735	VERIZON WIRELES	38.01	09/18/2019	
N	27186	14735	VERIZON WIRELES	38.01	09/18/2019	
N	27187	14735	VERIZON WIRELES	78.58	09/18/2019	
N	27188	14735	VERIZON WIRELES	116.09	09/18/2019	
N	27189	14735	VERIZON WIRELES	166.41	09/18/2019	
N	27190	14735	VERIZON WIRELES	351.25	09/18/2019	
N	27191	14735	VERIZON WIRELES	393.34	09/18/2019	
N	27192	134051	WEST COAST LIGH	641.11	09/18/2019	
N	27193	766	WEST END CONSOL	12,694.57	09/18/2019	
N	27194	14050	WILLDAN FINANCI	1,250.00	09/18/2019	
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N	27207	132551	AMERICAN FIDELI	2,416.34	09/25/2019	
N	27208	6109	AMERICAN HERITA	114.75	09/25/2019	
N	27209	524	HARTFORD LIFE I	27.08	09/25/2019	
N	27210	82591	1-800 RADIATOR	134.69	09/25/2019	
N	27211	37	5 STAR JANITORI	800.00	09/25/2019	
N	27212	36721	A & I REPROGRAP	36.96	09/25/2019	
N	27213	99181	ACCONTEMPS	3,391.38	09/25/2019	
N	27214	852	ACTION CHEMICAL	1,274.70	09/25/2019	
N	27215	851	ADVANTAGE SEALI	314.95	09/25/2019	
N	27216	88211	AIR-EX	350.00	09/25/2019	
N	27217	119831	AXON ENTERPRISE	1,750.94	09/25/2019	
N	27218	850	BIG TEX TRAILER	3,480.18	09/25/2019	
N	27219	291	CARQUEST AUTO P	311.06	09/25/2019	

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C	Check #	Vendor	Name	Amount	Check Date	Clear Date
N	27220	122811	CAULDER ELECTRI	1,780.00	09/25/2019	
N	27221	384	CELLEBRITE INC	3,700.00	09/25/2019	
N	27222	831	CHARGEPOINT INC	137,733.46	09/25/2019	
N	27223	448	CINTAS CORPORAT	582.61	09/25/2019	
N	27224	124	DEPARTMENT OF J	835.00	09/25/2019	
N	27225	710	DIAZ, OSCAR	323.25	09/25/2019	
N	27226	829	EDWARD PROFESSI	5,625.00	09/25/2019	
N	27227	853	FINALCOVER LLC	2,086.00	09/25/2019	
N	27228	96251	FORD OF UPLAND	148.31	09/25/2019	
N	27229	833	G4S SECURE SOLU	7,263.70	09/25/2019	
N	27230	16410	GEOGRAPHICS	22,836.95	09/25/2019	
N	27231	111251	GNA BROOK FIRE	660.00	09/25/2019	
N	27232	16687	GOOD FAITH LIEN	154.00	09/25/2019	
N	27233	329	HOLLIDAY ROCK C	280.16	09/25/2019	
N	27234	3430	INLAND EMPIRE S	3,931.69	09/25/2019	
N	27235	153	INLAND EMPIRE U	64,627.90	09/25/2019	
N	27236	195	INLAND VALLEY D	1,148.80	09/25/2019	
N	27237	635	ISOTECH PEST M	433.00	09/25/2019	
N	27238	63221	J C I JONES CH	3,295.50	09/25/2019	
N	27239	25241	JP SCREEN PRINT	2,426.50	09/25/2019	
N	27240	80561	KEENAN & ASSOCI	5,284.62	09/25/2019	
N	27241	15595	L D M ASSOCIATE	12,097.50	09/25/2019	
N	27242	410	LEININGER & SHO	59.95	09/25/2019	
N	27243	16385	MAIN STREET SIG	7,251.58	09/25/2019	
N	27244	461	MIJAC ALARM	760.00	09/25/2019	
N	27245	515	PACIFIC WESTERN	90,159.33	09/25/2019	
N	27246	16032	PLUMBERS DEPOT	942.81	09/25/2019	
N	27247	119	PRISTINE UNIFOR	2,320.95	09/25/2019	
N	27248	10638	RICHARDS, WATSO	23,703.03	09/25/2019	
N	27249	90591	S & J SUPPLY CO	16,096.78	09/25/2019	
N	27250	606	SAN BERNARDINO	3,717.98	09/25/2019	
N	27251	11671	SAN BERNARDINO	657.32	09/25/2019	
N	27252	98677	SAN BERNARDINO	34.57	09/25/2019	
N	27253	68671	SANDERS LOCK &	125.00	09/25/2019	
N	27254	653	SAVANT SOLUTION	7,445.45	09/25/2019	
N	27255	507	SILVER & WRIGHT	19,362.51	09/25/2019	
N	27256	4640	SPARKLETTS	59.50	09/25/2019	
N	27257	16607	STAPLES BUSINES	925.63	09/25/2019	
N	27258	417	STEVE'S TOWING	2,250.00	09/25/2019	
N	27259	2439	T K E ENGINEERI	31,630.00	09/25/2019	
N	27260	126761	THE LINCOLN NAT	2,281.14	09/25/2019	
N	27261	11583	THOMPSON PLUMBI	632.82	09/25/2019	
N	27262	21671	TIME WARNER CAB	449.73	09/25/2019	
N	27263	21671	TIME WARNER CAB	149.91	09/25/2019	
N	27264	9321	TSENG, JIM	135.48	09/25/2019	
N	27265	38131	UC ADVANTAGE IN	433.75	09/25/2019	
N	27266	67311	UNDERCAR PLUS U	542.02	09/25/2019	
N	27267	3226	UPLAND UNIFIED	9,240.00	09/25/2019	
N	27268	128751	URBAN GRAFFITI	5,200.00	09/25/2019	
N	27269	498	US TREASURY	24.71	09/25/2019	
N	27270	59001	VORTEX INDUSTRI	720.00	09/25/2019	
N	27271	760	WATER FACILITIE	495,745.03	09/25/2019	
N	27272	392	WAXIE SANITARY	498.77	09/25/2019	
N	27273	1725	WEST COAST ARBO	36,920.00	09/25/2019	

C	Check #	Vendor	Name	Amount	Check Date	Clear Date
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Y	90419000	65181	CALPERS	1,400.00	09/04/2019	09/30/2019
Y	90419001	32091	SOUTHERN CALIF	126,427.18	09/04/2019	09/30/2019
Y	90419002	543	SOUTHERN CALIF	721.89	09/04/2019	09/30/2019
Y	90419003	43651	U S BANK NATION	25,427.41	09/04/2019	09/30/2019
Y	91119000	132551	AMERICAN FIDELI	1,006.58	09/11/2019	09/30/2019
Y	91119001	91491	LIBRARY SYSTEMS	103,518.00	09/11/2019	09/30/2019
Y	91119002	83401	CARL WARREN & C	48,273.83	09/11/2019	09/30/2019
Y	91119003	83401	CARL WARREN & C	7,406.98	09/11/2019	09/30/2019
Y	91119004	65181	CALPERS	136,156.53	09/11/2019	09/30/2019
Y	91319000	733	MASSACHUSETTS M	49,605.16	09/13/2019	09/30/2019
Y	91719000	132551	AMERICAN FIDELI	925.54	09/17/2019	09/30/2019
Y	91719002	618	ICMA-RC	2,254.16	09/17/2019	09/30/2019
Y	91719003	621	KAREN LONG	672.00	09/17/2019	09/30/2019
Y	91719004	441	MIDAMERICA ADMI	1,492.28	09/17/2019	09/30/2019
Y	91719005	622	UPLAND CITY EMP	940.00	09/17/2019	09/30/2019
Y	91819000	65181	CALPERS	138,388.16	09/18/2019	09/30/2019
Y	91819001	624	DEPT OF THE TRE	550.00	09/18/2019	09/30/2019
Y	91819002	80561	KEENAN & ASSOCI	87,430.99	09/18/2019	09/30/2019
Y	91919001	11484	U S BANK	544,214.67	09/19/2019	09/30/2019
Y	92019000	132551	AMERICAN FIDELI	1,006.58	09/20/2019	09/30/2019
Y	92019001	441	MIDAMERICA ADMI	24,369.30	09/20/2019	09/30/2019
Y	92519001	422	LAWYERS TITLE	340,880.00	09/25/2019	09/30/2019
Y	92619000	132551	AMERICAN FIDELI	989.55	09/26/2019	09/30/2019
Y	92619001	618	ICMA-RC	2,254.16	09/26/2019	09/30/2019
Y	92619002	621	KAREN LONG	672.00	09/26/2019	09/30/2019
Y	92619003	441	MIDAMERICA ADMI	1,520.47	09/26/2019	09/30/2019
Y	92619004	622	UPLAND CITY EMP	940.00	09/26/2019	09/30/2019
Y	92619005	83401	CARL WARREN & C	49,881.62	09/26/2019	09/30/2019
Y	92719000	624	DEPT OF THE TRE	550.00	09/27/2019	09/30/2019
Y	92719001	733	MASSACHUSETTS M	48,173.10	09/27/2019	09/30/2019

\*\* END OF REPORT - Generated by Karla Casillas \*\*

Note: ZZONE TIME TIME - indicates a one time only vendory payment so the vendor was not saved in the Munis system. Most of these represent refunds.



## STAFF REPORT

**ITEM NO. 11.C.**

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING INTERIM CITY MANAGER  
**PREPARED BY:** LONDA BOCK-HELMS CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR  
**SUBJECT:** TREASURER'S REPORT AUGUST 2019

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file the August 2019 Treasurer's Report.

### **GOAL STATEMENT**

The proposed action supports the City's goal to manage the City's resources in a fiscally responsible manner.

### **BACKGROUND**

Per California Government Code Section 53646(b), the City's treasurer or fiscal officer shall render a treasurer's report to the City Council (at a minimum) on a quarterly basis. This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, current market value as of the date of the report, investments and monies held by the local agency and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. The report shall state compliance to the City's investment policy (approved June 10, 2019) and shall include a statement noting the City's ability to meet its expenditure requirements for the next six months.

### **ISSUES/ANALYSIS**

The submission of the monthly Treasurer's Report is a compliance measure.

### **FISCAL IMPACTS**

There is no fiscal impact associated with this action.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Treasurer's Report August 2019**

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

**For Period Ended  
August 31, 2019**

Investment Portfolio	Cost	Par Value	Market Value	% of Portfolio
State Local Agency Investment Fund	\$ 22,951,376	N/A	\$ 23,137,328	26.7%
Bank Accounts and Change Funds	3,514,834	N/A	3,514,834	4.1%
ABS-Corporate Paydown Securities	-	N/A	-	0.0%
Money Market Fund	2,159,435	N/A	2,159,435	2.5%
Government Agency Securities	43,860,536	43,905,000	43,981,636	50.9%
Corporate Bonds	12,584,553	12,593,000	12,743,075	14.8%
US Treasury	800,440	800,000	798,148	0.9%
<b>Total Cash and Investments</b>	<b>\$ 85,871,174</b>	<b>\$ 57,298,000</b>	<b>\$ 86,334,456</b>	<b>100.0%</b>

PARS Investment Portfolio	Cost	Market Value	% of Portfolio
115 Trust-OPEB Investment as of 8/31/19	1,124,020	1,124,020	14.2%
Pension Trust Investment as of 8/31/19	6,784,244	6,784,244	85.8%
<b>Total Cash and Investments</b>	<b>\$ 7,908,264</b>	<b>\$ 7,908,264</b>	<b>100.0%</b>

<b>Weighted Average Days to Maturity</b>	631.84
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<b>Blended Yield:</b>	2.220%
<b>Benchmarks:</b>	
<b>LAIF</b>	2.341%
<b>2yr U.S. Treasury</b>	1.500%
<b>5yr U.S. Treasury</b>	1.390%

Restricted Funds with Fiscal Agent	Book Value	Market Value
Water System Lease Revenue Refunding Bonds 2011	11	11
Colonies CFD Area #2 2015	2,762,946	2,762,946
Colonies CFD Area #1 2012	3,444,024	3,444,024
Upland 54 CFD 2004	287,321	287,321
Successor Agency TAN 2013 / TAN 2016- Merged Project	5,141,912	5,141,912
Harvest at Upland CFD 2016-1	8,526,244	8,526,244
<b>Total Restricted Funds</b>	<b>\$ 20,162,458</b>	<b>\$ 20,162,458</b>

- I hereby certify that the investments are in compliance with the investment policy adopted by the City Council in June 2018.
- The City has the ability to meet its budgeted expenditures for the next six months.
- The market values for funds held in banking institutions do not change. The amounts listed as market values for these items are the same as their book values.
- The book value for the State Pool is the withdrawal value provided by the State Treasurer. The market value of funds held by the State Treasurer equates to the City's pro-rata share of the market value of the entire State Pool.
- Sources for current market valuation are Account Statements and the Wall Street Journal GNMA Mortgage rates on the last trading day of the month.
- This report meets the requirements of Government Code Section 53646.

  
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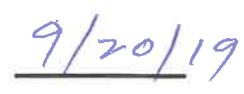
Reviewed by Finance Officer

  
\_\_\_\_\_

City Treasurer

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Date

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

8/31/2019

**State Local Agency Investment Fund**

**For Period Ended  
August 31, 2019**

<u>Fund or Account</u>		<u>Account Balance</u>	
City	95-36-642	22,951,376	
		<hr/>	<b>Market Value</b>
			(See Note 4)
	<b>Totals</b>	<b>\$ 22,951,376</b>	<b>\$ 23,137,328</b>
		<hr/>	
<b>Yield for Period Ended</b>	<b>8/31/2019</b>	<b>2.341%</b>	
		<hr/>	

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

8/31/2019

**Bank Accounts and Change Funds**

**For Period Ended  
August 31, 2019**

<u>Account Name</u>	<u>Institution</u>	<u>Insured Deposits</u>	<u>Collateralized Deposits</u>	<u>Total Deposits</u>
Petty Cash City of Upland	City of Upland	\$ -	\$ 11,400	\$ 11,400
City of Upland Payroll Zero Balance Account	Chase	-	-	-
City of Upland Checking Account	Chase	250,000	303,719	553,719
City of Upland Successor Agency	Chase	-	2,949,715	2,949,715
	<b>Totals</b>	<b>\$ 250,000</b>	<b>\$ 3,264,834</b>	<b>\$ 3,514,834</b>

**TREASURY REPORT**  
City of Upland - Successor Agency - Public Financing Authority  
For Period Ended  
August 31, 2019

8/31/2019

Investment	Purchased From	Cusip #	Cost	Market Value	Stated Rate	Maturity Date
<b><u>Government Securities</u></b>						
FHLMC	BNP Paribas Securities	3137EADK2	-	-	1.250%	8/1/2019
FHLB	Wells Fargo Sec LLC	313380FB8	101,020	99,976	1.375%	9/13/2019
FFCB	Federal Farm Credit Bks	3133EHKA0	1,500,000	1,499,490	1.400%	9/23/2019
FHLMC	Morgan Stanley & Co	3137EADM8	198,617	199,864	1.250%	10/2/2019
FNMA	Deutsche Bank Sec Intl	3135G0R39	1,485,675	1,497,795	1.000%	10/24/2019
FHLB	Wells Fargo Sec LLC	3130AA3R7	1,498,710	1,498,035	1.375%	11/15/2019
FHLB	Wells Fargo Sec LLC	3130A0JR2	205,698	200,218	2.375%	12/13/2019
FHLB	Wells Fargo Sec LLC	3130A7PU3	199,088	199,188	1.200%	4/6/2020
FFCB	Wells Fargo Sec LLC	3133ECPD0	204,100	204,293	1.420%	5/13/2020
FHLB	Federal Home Loan Bks	313382J53	1,508,501	1,500,855	1.750%	9/28/2020
FNMA	Deutsche Bank Sec Intl	3135G0RM7	1,499,295	1,497,945	1.630%	10/30/2020
FNMA	Deutsche Bank Sec Intl	3135G0F73	1,492,515	1,497,030	1.500%	11/30/2020
FFCB	Federal Farm Credit Bks	3133EHYU1	1,236,313	1,250,013	1.840%	9/13/2021
FNMA	Deutsche Bank Sec Intl	3135G0Q89	1,481,400	1,494,510	1.375%	10/7/2021
FFCB	Federal Farm Credit Bks	3133EFPT8	2,020,180	2,015,240	1.960%	11/19/2021
FHLB	Federal Home Loan Bks	3130AFCU9	1,500,000	1,504,230	3.125%	11/26/2021
FHLB	Federal Home Loan Bks	3130AGCU7	1,500,000	1,507,950	2.550%	5/6/2022
FFCB	Federal Farm Credit Bks	3133EKMN3	1,000,000	1,003,760	2.430%	6/3/2022
FHLMC	Federal Home LN Corp	3134GTSD6	1,500,000	1,501,305	2.500%	6/6/2022
FFCB	Federal Farm Credit Bks	3133EKVP8	3,000,000	3,009,420	2.110%	7/22/2022
FFCB	Federal Farm Credit Bks	3133EHYB3	1,232,838	1,250,013	1.940%	9/12/2022
FHLB	Federal Home Loan Bks	3130ACH72	1,247,738	1,250,350	2.260%	10/4/2022
FFCB	Federal Farm Credit Bks	3133EHF73	1,248,850	1,250,013	2.280%	10/17/2022
FHLMC	Federal Home LN Corp	3134GB3A8	1,500,000	1,502,055	2.250%	11/28/2022
FHLB	Wells Fargo Sec LLC	3130ACX82	-	-	2.375%	12/5/2022
FHLMC	Morgan Stanley & Co	3134GTKX0	2,000,000	2,006,860	2.780%	10/30/2023
FHLMC	Morgan Stanley & Co	3134GTDW0	2,000,000	2,011,880	2.750%	4/30/2024
FHLMC	Morgan Stanley & Co	3134GTPF4	1,500,000	1,502,445	2.700%	5/22/2024
FHLMC	Federal Home LN Corp	3134GTRZ8	2,000,000	2,003,020	2.650%	6/4/2024
FHLB	Federal Home Loan Bks	3130AGKB0	2,500,000	2,512,750	2.550%	6/5/2024
FHLMC	Federal Home LN Corp	3134GTRK1	1,000,000	1,004,520	2.550%	6/17/2024
FHLMC	Federal Home LN Corp	3134GTP56	1,500,000	1,504,065	2.300%	7/30/2024
FHLMC	Federal Home LN Corp	3134GTP98	1,500,000	1,502,505	2.400%	7/30/2024
FFCB	Federal Farm Credit Bks	3133EKZN9	1,500,000	1,500,045	2.060%	8/13/2024
<b>Government Securities Subtotal</b>			<b>43,860,536</b>	<b>43,981,636</b>		
<b><u>Money Market Fund</u></b>						
City of Upland						
	US Bank	31846V203	2,159,435	2,159,435	0.93%	N/A
<b>Money Market Fund Subtotal</b>			<b>2,159,435</b>	<b>2,159,435</b>		
<b><u>Corporate Bonds</u></b>						
	Microsoft Note	594918BN3	-	-	1.100%	8/8/2019
	Paccar Financial Corp Note	69371RN36	-	-	1.200%	8/12/2019
	Bank India New CD	06279KJSJ6	-	-	2.600%	8/28/2019
	First Fid Bank Oklahoma City CD	32024FAB7	-	-	2.850%	9/14/2019
	Safra National Bank CD	78658Q3T8	250,000	250,063	2.500%	9/16/2019
	Preferred Bank CD	740367GU5	250,000	250,088	2.550%	9/20/2019
	BMO Harris CD	05581WJ22	250,000	250,130	2.600%	9/30/2019
	Lakeside Bank CD	51210SPT8	250,000	250,190	2.400%	10/30/2019
	USNY Bank CD	90344LEQ8	250,000	250,310	2.650%	11/5/2019
	Wex Bank Midvale CD	92937CHF8	250,000	250,455	2.550%	12/13/2019

**TREASURY REPORT**  
City of Upland - Successor Agency - Public Financing Authority  
**For Period Ended**  
**August 31, 2019**

8/31/2019

Investment	Purchased From	Cusip #	Cost	Market Value	Stated Rate	Maturity Date
Bank Baroda New CD		06063HBF9	250,000	250,708	2.800%	12/27/2019
The Fahey CD		303117CQ6	250,000	250,555	2.500%	1/10/2020
Union Bank CD		90520VAG8	250,000	250,728	2.650%	1/16/2020
Merrick Bank CD		59013J5A3	250,000	250,800	2.700%	1/21/2020
Radius Bank CD		75047ABK9	250,000	250,120	2.000%	1/29/2020
Town and Country CD		89210PBZ5	250,000	250,125	2.000%	1/30/2020
Valley N B CD		919853BX8	250,000	250,915	2.700%	2/7/2020
Iberia Bank CD		45083ALH3	250,000	251,200	2.800%	3/2/2020
Compass BK CD		20451PWE2	250,000	251,215	2.800%	3/4/2020
Bank of OZK C D		06417NGZ0	250,000	250,815	2.350%	4/9/2020
United Bankers CD		909557HZ6	250,000	251,940	2.850%	5/19/2020
Brookline Bank CD		11373QFU7	250,000	252,125	2.900%	5/29/2020
First Financial CD		32021SFP6	250,000	252,345	2.900%	6/26/2020
Ally Bank Midvale Utah		02007GDM2	250,875	252,063	2.750%	6/29/2020
TCF National Bank CD		87227RCN2	250,000	251,778	2.600%	7/2/2020
Wells Fargo Bank CD		949763SP2	249,873	252,385	2.800%	7/27/2020
Bank Pontiac ILL C D		064455AM0	250,000	251,450	2.350%	8/14/2020
State Street Bank Note		857477AS2	103,593	100,576	2.550%	8/18/2020
Bank of Hope CD		062683BX4	250,000	252,740	2.800%	9/14/2020
Comenity CAP BK CD		20033AXY7	250,000	250,730	2.000%	10/23/2020
First Internet CD		32056GDD9	250,000	254,095	3.000%	12/28/2020
JP Morgan Chase CD		48128F4V1	250,000	250,943	3.000%	1/8/2021
Live Oak CD		538036DX9	250,000	254,415	3.000%	2/9/2021
Eagle Bank CD		27002YDY9	250,000	254,078	2.800%	3/8/2021
CitiBank NA CD		17312QH93	250,000	253,888	2.750%	4/12/2021
Capital One NA CD		14042RFV8	246,218	250,645	2.250%	5/24/2021
B Bay LLC Promissory Notebal		05580ANK6	250,000	255,580	3.000%	7/13/2021
Capital One Bank CD		14042TBG1	250,000	251,473	2.100%	8/2/2021
Abacus Federal CD		00257TBA3	250,000	255,440	2.900%	8/31/2021
First Fid Bank C D		32024FAB7	250,000	255,283	2.850%	9/14/2021
Wells Fargo Bank CD		949763LT1	250,000	252,465	2.250%	12/8/2021
Synchronony Bank CD		87164WYK8	250,000	255,405	2.700%	3/8/2022
Sterling Bank CD		85916VCW3	250,000	257,878	3.100%	3/9/2022
Morgan Stanley CD		61690UFC9	250,000	256,053	2.800%	3/14/2022
American CD		02587DN38	249,675	248,952	2.400%	4/5/2022
First Northeast CD		33583FAB8	239,570	248,104	2.000%	4/19/2022
Old Missouri CD		68002LBL1	250,000	258,320	3.100%	5/5/2022
American Express CD		02587CFU9	250,000	252,943	2.400%	8/29/2022
BMO Harris CD		05581WN35	250,000	250,065	2.850%	9/14/2022
Apple Inc		037833DE7	494,750	510,005	2.400%	1/13/2023
Goldman Sachs CD		38148PYQ4	250,000	257,593	2.800%	2/28/2023
Sallie Mae Bank Salt Lke		795450P66	250,000	261,348	3.200%	5/9/2023
Discover Bank Greenwood Del CD		254673RF5	250,000	262,613	3.300%	7/11/2023
Morgan Stanley C D		61760AZR3	250,000	258,950	2.750%	5/2/2024
<b>Corporate Bonds Subtotal</b>			<b>12,584,553</b>	<b>12,743,075</b>		
<b>US Treasury</b>						
US T-note	Bmo Capital Mkt Corp	912828TR1	198,118	199,842	1.000%	9/30/2019
US T-note	Barclays Capital Inc	912828G61	199,188	199,734	1.500%	11/30/2019
US T-note	Citigroup Global Mkt Inc	912828H52	202,258	199,446	1.250%	1/31/2020
US T-note	Morgan Stanley	912828UV0	200,876	199,126	1.125%	3/31/2020
<b>US Treasury Subtotal</b>			<b>800,440</b>	<b>798,148</b>		
<b>Total Portfolio</b>			<b>\$ 59,404,966</b>	<b>\$ 59,682,294</b>		

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

8/31/2019 August 31, 2019	Market Value	Availability 08/31/19 09/01/19	No. of days until maturity	weight	days to maturity weighted average	Total by maturity
Petty Cash	11,400	09/01/19	1	0.0%	0.00	
Checking Account	553,719	09/01/19	1	0.6%	0.01	
Successor Agency	2,949,715	09/01/19	1	3.4%	0.03	3,514,834
<b>Total Bank Accounts</b>	<b>3,514,834</b>					
<b>State Local Agency Investment Fund</b>	<b>23,137,328</b>	09/01/19	1	26.8%	0.27	23,137,328
US Bank	2,159,435	09/01/19	1	2.5%	0.03	2,159,435
<b>Total Money Market Accounts</b>	<b>2,159,435</b>					
Wells Fargo Sec LLC	99,976	09/13/19	13	0.1%	0.02	
Federal Farm Credit Bks	1,499,490	09/23/19	23	1.7%	0.40	1,599,466
<b>Government Securities</b>	<b>1,599,466</b>					
Safra National Bank CD	250,063	09/16/19	16	0.3%	0.05	
Preferred Bank CD	250,088	09/20/19	20	0.3%	0.06	
BMO Harris CD	250,130	09/30/19	30	0.3%	0.09	750,280
<b>Corporate Bonds</b>	<b>750,280</b>					
						<b>31,161,343</b> 1 - 30 days
Morgan Stanley & Co	199,864	10/02/19	32	0.2%	0.07	
Deutsche Bank Sec Intl	1,497,795	10/24/19	54	1.7%	0.94	1,697,659
<b>Government Securities</b>	<b>1,697,659</b>					
Lakeside Bank CD	250,190	10/30/19	60	0.3%	0.17	250,190
<b>Corporate Bonds</b>	<b>250,190</b>					
Bmo Capital Mkt Corp	199,842	09/30/19	30	0.2%	0.07	199,842
<b>US Treasury</b>	<b>199,842</b>					
						<b>2,147,691</b> 31 - 60 days
Wells Fargo Sec LLC	1,498,035	11/15/19	76	1.7%	1.32	
Wells Fargo Sec LLC	200,218	12/13/19	104	0.2%	0.24	1,698,253
<b>Government Securities</b>	<b>1,698,253</b>					
USNY Bank CD	250,310	11/05/19	66	0.3%	0.19	
Wex Bank Midvale CD	250,455	12/13/19	104	0.3%	0.30	
Bank Baroda New CD	250,708	12/27/19	118	0.3%	0.34	751,473
<b>Corporate Bonds</b>	<b>751,473</b>					
Barclays Capital Inc	199,734	11/30/19	91	0.2%	0.21	199,734
<b>US Treasury</b>	<b>199,734</b>					
						<b>2,649,460</b> 61 - 120 days
The Fahey CD	250,555	01/10/20	132	0.3%	0.38	
Union Bank CD	250,728	01/16/20	138	0.3%	0.40	
Merrick Bank CD	250,800	01/21/20	143	0.3%	0.42	
Radius Bank CD	250,120	01/29/20	151	0.3%	0.44	
Town and Country CD	250,125	01/30/20	152	0.3%	0.44	
Valley N B CD	250,915	02/07/20	160	0.3%	0.47	1,503,243
<b>Corporate Bonds</b>	<b>1,503,243</b>					
Citigroup Global Mkt Inc	199,446	01/31/20	153	0.2%	0.35	199,446
<b>US Treasury</b>	<b>199,446</b>					
						<b>1,702,689</b> 121 - 180 days
Wells Fargo Sec LLC	199,188	04/06/20	219	0.2%	0.51	
Wells Fargo Sec LLC	204,293	05/13/20	256	0.2%	0.61	403,481
<b>Government Securities</b>	<b>403,481</b>					
Iberia Bank CD	251,200	03/02/20	184	0.3%	0.54	
Compass BK CD	251,215	03/04/20	186	0.3%	0.54	
Bank of OZK C D	250,815	04/09/20	222	0.3%	0.64	
United Bankers CD	251,940	05/19/20	262	0.3%	0.76	
Brookline Bank CD	252,125	05/29/20	272	0.3%	0.79	
First Financial CD	252,345	06/26/20	300	0.3%	0.88	
Ally Bank Midvale Utah	252,063	06/29/20	303	0.3%	0.88	
TCF National Bank CD	251,778	07/02/20	306	0.3%	0.89	
Wells Fargo Bank CD	252,385	07/27/20	331	0.3%	0.97	

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

8/31/2019 August 31, 2019	Market Value	Availability 08/31/19 09/01/19	No. of days until maturity	weight	days to maturity weighted average	Total by maturity	
Bank Pontiac ILL C D	251,450	08/14/20	349	0.3%	1.02		
State Street Bank Note	100,576	08/18/20	353	0.1%	0.41	2,617,891	
<b>Corporate Bonds</b>	<b>2,617,891</b>						
Morgan Stanley <b>US Treasury</b>	<b>199,126</b>	03/31/20	213	0.2%	0.49	199,126	
						<b>3,220,498</b>	<b>181 - 1 year</b>
Federal Home Loan Bks	1,500,855	09/28/20	394	1.7%	6.85		
Deutsche Bank Sec Intl	1,497,945	10/30/20	426	1.7%	7.39		
Deutsche Bank Sec Intl	1,497,030	11/30/20	457	1.7%	7.92	4,495,830	
<b>Government Securities</b>	<b>4,495,830</b>						
Bank of Hope CD	252,740	09/14/20	380	0.3%	1.11		
Comenity CAP BK CD	250,730	10/23/20	419	0.3%	1.22		
First Internet CD	254,095	12/28/20	485	0.3%	1.43		
JP Morgan Chase CD	250,943	01/08/21	496	0.3%	1.44		
Live Oak CD	254,415	02/09/21	528	0.3%	1.56		
Eagle Bank CD	254,078	03/08/21	555	0.3%	1.63		
CitiBank NA CD	253,888	04/12/21	590	0.3%	1.74		
Capital One NA CD	250,645	05/24/21	632	0.3%	1.83		
B Bay LLC Promissory Notebal	255,580	07/13/21	682	0.3%	2.02		
Capital One Bank CD	251,473	08/02/21	702	0.3%	2.04	2,528,585	
<b>Corporate Bonds</b>	<b>2,528,585</b>						
						<b>7,024,415</b>	<b>1 - 2 years</b>
Federal Farm Credit Bks	1,250,013	09/13/21	744	1.4%	10.77		
Deutsche Bank Sec Intl	1,494,510	10/07/21	768	1.7%	13.29		
Federal Farm Credit Bks	2,015,240	11/19/21	811	2.3%	18.93		
Federal Home Loan Bks	1,504,230	11/26/21	818	1.7%	14.25		
Federal Home Loan Bks	1,507,950	05/06/22	979	1.7%	17.10		
Federal Farm Credit Bks	1,003,760	06/03/22	1,007	1.2%	11.71		
Federal Home LN Corp	1,501,305	06/06/22	1,010	1.7%	17.56		
Federal Farm Credit Bks	3,009,420	07/22/22	1,056	3.5%	36.81	13,286,428	
<b>Government Securities</b>	<b>13,286,428</b>						
First Fid Bank C D	255,283	09/14/21	745	0.3%	2.20		
Wells Fargo Bank CD	252,465	12/08/21	830	0.3%	2.43		
Synchrony Bank CD	255,405	03/08/22	920	0.3%	2.72		
Morgan Stanley CD	256,053	03/14/22	926	0.3%	2.75		
Sterling Bank CD	257,878	03/09/22	921	0.3%	2.75		
American CD	248,952	04/05/22	948	0.3%	2.73		
First Northeast CD	248,104	04/19/22	962	0.3%	2.76		
Old Missouri CD	258,320	05/05/22	978	0.3%	2.93		
American Express CD	252,943	08/29/22	1,094	0.3%	3.21	2,285,401	
<b>Corporate Bonds</b>	<b>2,285,401</b>						
						<b>15,571,829</b>	<b>2- 3 years</b>
Federal Farm Credit Bks	1,250,013	09/12/22	1,108	1.4%	16.04		
Federal Home Loan Bks	1,250,350	10/04/22	1,130	1.4%	16.37		
Federal Farm Credit Bks	1,250,013	10/17/22	1,143	1.4%	16.55		
Federal Home LN Corp	1,502,055	11/28/22	1,185	1.7%	20.62	5,252,430	
<b>Government Securities</b>	<b>5,252,430</b>						
Abacus Federal CD	255,440	10/04/22	1,130	0.3%	3.34		
BMO Harris CD	250,065	09/14/22	1,110	0.3%	3.22		
Apple Inc	510,005	01/13/23	1,231	0.6%	7.27		
Goldman Sachs CD	257,593	02/28/23	1,277	0.3%	3.81		
Sallie Mae Bank Salt Lke	261,348	05/09/23	1,347	0.3%	4.08		
Discover Bank Greenwood Del CD	262,613	07/11/23	1,410	0.3%	4.29	1,797,063	
<b>Corporate Bonds</b>	<b>1,797,063</b>						
						<b>7,049,493</b>	<b>3- 4 years</b>
Morgan Stanley & Co	2,006,860	10/30/23	1,521	2.3%	35.36		
Morgan Stanley & Co	2,011,880	04/30/24	1,704	2.3%	39.71		
Morgan Stanley & Co	1,502,445	05/22/24	1,726	1.7%	30.04		
Federal Home LN Corp	2,003,020	06/04/24	1,739	2.3%	40.35		
Federal Home Loan Bks	2,512,750	06/05/24	1,740	2.9%	50.64		
Federal Home LN Corp	1,004,520	06/17/24	1,752	1.2%	20.38		
Federal Home LN Corp	1,504,065	07/30/24	1,795	1.7%	31.27		

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

8/31/2019 August 31, 2019	Market Value	Availability 08/31/19 09/01/19	No. of days until maturity	weight	days to maturity  weighted average	Total by maturity	
Federal Home LN Corp	1,502,505	07/30/24	1,795	1.7%	31.24		
Federal Farm Credit Bks	1,500,045	08/13/24	1,809	1.7%	31.43	15,548,090	
<b>Government Securities</b>	<b>15,548,090</b>						
Morgan Stanley C D	258,950	05/02/24	1,706	0.3%	5.12	258,950	
<b>Corporate Bonds</b>	<b>258,950</b>						
						<b>15,807,040</b>	<b>4- 5 years</b>
<b>Total Investments</b>	<b>\$ 86,334,456</b>			<b>100.00%</b>	<b>631.84</b>	<b>\$ 86,334,456</b>	
		Average Maturity in Days	631.84				
		Average Maturity in Years:	1.731				
LAIF Amortized Cost	\$ 94,784,263,688						
LAIF Fair Value	\$ 95,552,204,040						
Check:	1.008101982						

**TREASURY REPORT**

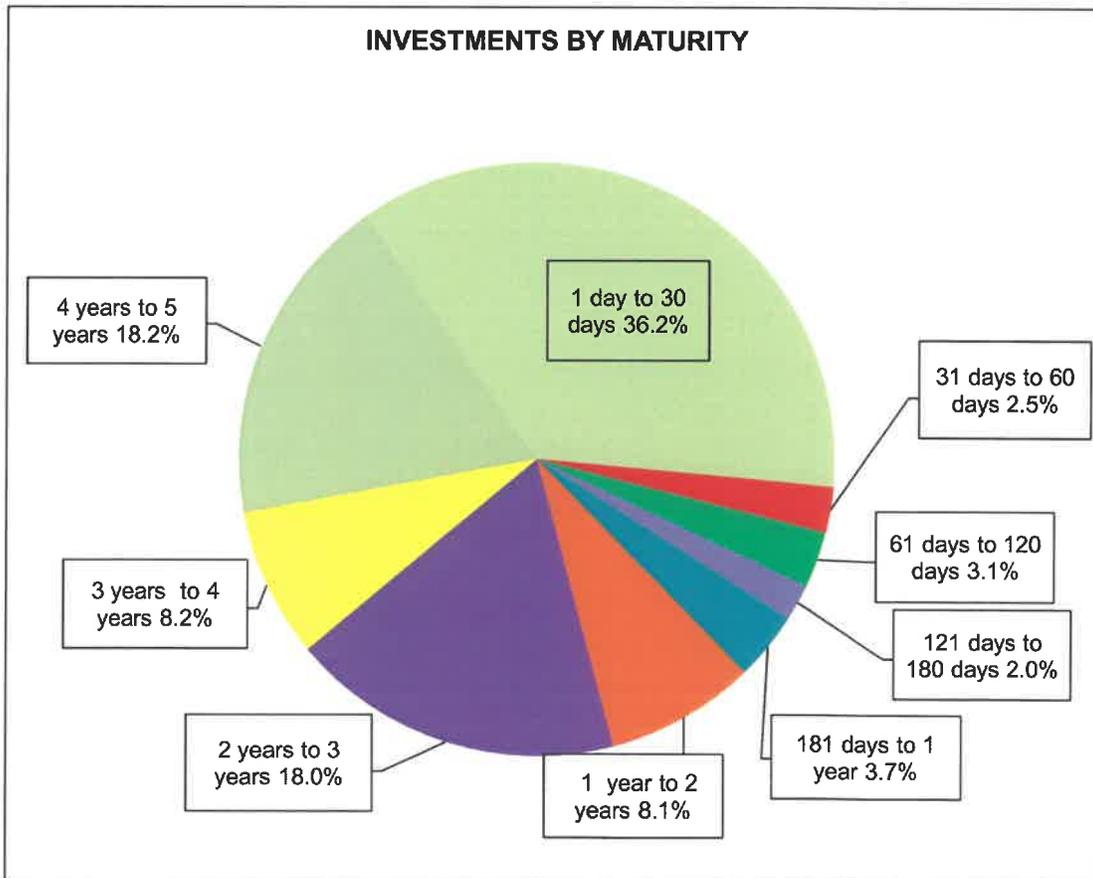
City of Upland - Successor Agency - Public Financing Authority

8/31/2019

August 31, 2019

**Par Values Maturing by Date and Type  
Maturities in Thousands of Dollars**

Investment Portfolio	1 day to 30 days	31 days to 60 days	61 days to 120 days	121 days to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years
State Local Agency Investment Fund	23,137	-	-	-	-	-	-	-	-
Bank Accounts and Change Funds	3,515	-	-	-	-	-	-	-	-
ABS	-	-	-	-	-	-	-	-	-
Government Securities	1,599	1,698	1,698	-	403	4,496	13,286	5,252	15,548
Money Market Fund	2,159	-	-	-	-	-	-	-	-
Corporate Bonds	750	250	751	1,503	2,618	2,529	2,285	1,797	259
US Treasury	-	200	200	200	199	-	-	-	-
<b>Total Cash and Investments</b>	<b>31,161</b>	<b>2,148</b>	<b>2,649</b>	<b>1,703</b>	<b>3,221</b>	<b>7,025</b>	<b>15,571</b>	<b>7,049</b>	<b>15,807</b>
<b>Percentage</b>	<b>36.2%</b>	<b>2.5%</b>	<b>3.1%</b>	<b>2.0%</b>	<b>3.7%</b>	<b>8.1%</b>	<b>18.0%</b>	<b>8.2%</b>	<b>18.2%</b>





## STAFF REPORT

**ITEM NO. 11.D.**

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** DARREN L. GOODMAN, POLICE CHIEF  
SUE GUTIERREZ, ACCOUNTING TECHNICIAN  
**SUBJECT:** OFFICE OF TRAFFIC SAFETY GRANT

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### **RECOMMENDED ACTION**

It is recommended that the City Council accept the grant funds and authorize the appropriation of \$166,200 (OTS Grant #PT20131).

### **GOAL STATEMENT**

The proposed action supports the City's goal to promote traffic safety by securing funding to allow for training, enforcement, checkpoints, and public education.

### **BACKGROUND**

The Office of Traffic Safety has approved the Upland Police Department request for a \$166,200 Traffic Safety Grant for fiscal year 2019/2020.

The amount of \$161,975 from this grant will be used for overtime personnel costs, to conduct DUI checkpoints, DUI saturation patrols, traffic enforcement operations, distracted driving enforcement operations, motorcycle safety enforcement, night-time Click It or Ticket enforcement, pedestrian bicycle safety enforcement operations, traffic safety educational presentations, and collaborative traffic enforcement operations.

The amount of \$1,851 from this grant will be used for travel expenses to attend conferences and training events and/or traffic safety, supporting the grant goals and objectives.

The amount of \$2,374 from this grant will be used for DUI checkpoint supplies.

## **ISSUES/ANALYSIS**

By accepting this grant, the Upland Police Department will be able to participate in traffic safety programs that otherwise would not have funding. This is a reimbursement grant, meaning the City would need to expend the funds and then request reimbursement which is guaranteed under the grant agreement.

## **FISCAL IMPACTS**

The budgeted revenues and expenses in the Office of Traffic Safety fund will be increased by \$166,200.

## **ALTERNATIVES**

Provide alternative direction to staff.

## **ATTACHMENTS:**

**Office Traffic Safety Grant FY 2019-2020 PT20131**



10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				<b>AGREEMENT TOTAL</b>		<b>\$166,200.00</b>
				<b>AMOUNT ENCUMBERED BY THIS DOCUMENT</b>		<b>\$166,200.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				<b>PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT</b>		<b>\$ 0.00</b>
				<b>TOTAL AMOUNT ENCUMBERED TO DATE</b>		<b>\$166,200.00</b>
OTS ACCOUNTING OFFICER'S SIGNATURE 			DATE SIGNED			

**GRANT AGREEMENT**

**PT20131**

Schedule A

**1. PROBLEM STATEMENT**

The city of Upland is proud to report drastic decrease in injury traffic collisions (-17%). For many years prior to 2018, we have seen a constant increase in total amounts of traffic collisions and injuries resulting from those collisions. These results are due to collaborative efforts through the diligent deployments of enforcement objectives by our traffic bureau and educating our youth and motoring public. As our efforts are furthered by our surrounding cities implementing similar tactics, which carries over into our results. In 2017, there were 454 injury collisions, whereas this unnumber decreased to 376 injury collisions in 2018 (-17%). In 2017, there were 619 injured persons as a result of those collisions, whereas this number also decreased in 2018 to 477 injured persons (-23%). We all know enforcement rates and collision rates are related (Traffic Enforcement Index). For example, without constant enforcement, motorists often drive faster. In 2018, our department deployed consistent traffic enforcement in efforts to reduce the amount of injury related crashes. We also were able to identify several different areas that needed improvement. After upgrading our traffic equipment, training police personnel, and providing traffic safety education to the motoring public, we are proudly able to report some outstanding results. Our department is depending on the 2020 grant in order to continue our enforcement objectives while putting our new equipment to use, and provide valuable training to our police personnel. We are excited to collect 2019 data with the anticipation of continued reductions in injury related traffic collisions.

**2. PERFORMANCE MEASURES**

**A. Goals:**

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.
15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

**B. Objectives:**

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.

**Target Number**

1

10

12

5

5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	5
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Send law enforcement personnel to SFST Instructor training.	0
9. Send law enforcement personnel to DRE Instructor training.	1
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	9
11. Conduct DUI Saturation Patrol operation(s).	34
12. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	19
13. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5
14. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	6
15. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
16. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	6
17. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
18. Conduct Know Your Limit campaigns with an effort to reach members of the community.	6
19. Conduct highly visible collaborative DUI Enforcement operations	2
<b>3. METHOD OF PROCEDURE</b>	
<b>A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</b>	
<ul style="list-style-type: none"> <li>• The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.</li> <li>• All training needed to implement the program should be conducted this quarter.</li> <li>• All grant related purchases needed to implement the program should be made this quarter.</li> <li>• In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.</li> <li>• Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations. <u>Media Requirements</u></li> <li>• Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a>, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.</li> </ul>	
<b>B. Phase 2 – Program Operations (Throughout Grant Year)</b>	
<ul style="list-style-type: none"> <li>• The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. <u>Media Requirements</u></li> </ul>	

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
- 2. If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- 3. If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- 4. Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- 5. Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- 6. Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- 7. Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- 8. Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- 9. Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- 10. Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.
  -

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164 AL-20	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$86,200.00
402PT-20	20.600	State and Community Highway Safety	\$80,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>		
Positions and Salaries		
<b>Full-Time</b>		\$0.00
<b>Overtime</b>		
DUI/DL Checkpoints	20.608	\$61,146.00
DUI Saturation Patrols	20.608	\$19,278.00
Know Your Limit	20.608	\$3,402.00
Traffic Enforcement	20.600	\$43,035.00
Distracted Driving	20.600	\$11,325.00
Motorcycle Safety	20.600	\$6,798.00
Night-time Click It Or Ticket	20.600	\$1,133.00
Pedestrian and Bicycle Enforcement	20.600	\$10,194.00
Traffic Safety Education	20.600	\$1,134.00
Collaborative Traffic Enforcement Operation	20.600	\$4,530.00
<b>Part-Time</b>		\$0.00
Category Sub-Total		\$161,975.00
<b>B. TRAVEL EXPENSES</b>		
In State Travel	20.600	\$1,851.00
		\$0.00
Category Sub-Total		\$1,851.00
<b>C. CONTRACTUAL SERVICES</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>D. EQUIPMENT</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>E. OTHER DIRECT COSTS</b>		
DUI Checkpoint Supplies	20.608	\$2,374.00
Category Sub-Total		\$2,374.00
<b>F. INDIRECT COSTS</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>GRANT TOTAL</b>		<b>\$166,200.00</b>

**BUDGET NARRATIVE**

	<b>QUANTITY</b>
<b>PERSONNEL COSTS</b>	
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	9
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	34
Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	6
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	19
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	5
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	6
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	6
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	2
Collaborative Traffic Enforcement Operation - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel. The Upland Police Department would like to work collaboratively with adjacent agencies in DUI related objectives (DUI/CDL checkpoints and/or DUI Saturation Patrols.	2
<b>TRAVEL EXPENSES</b>	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (enter other known conferences or required events). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
<b>CONTRACTUAL SERVICES</b>	
-	
<b>EQUIPMENT</b>	
-	
<b>OTHER DIRECT COSTS</b>	
DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages	1

will not be reimbursed.	
<b>INDIRECT COSTS</b>	
-	
<b>STATEMENTS/DISCLAIMERS</b>	

**CERTIFICATIONS AND ASSURANCES****HIGHWAY SAFETY GRANTS****(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

**NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

## **POLITICAL ACTIVITY (HATCH ACT)**

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **CERTIFICATION REGARDING FEDERAL LOBBYING**

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **RESTRICTION ON STATE LOBBYING**

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(applies to subrecipients as well as States)

### **Instructions for Primary Tier Participant Certification (States)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions**

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **Instructions for Lower Tier Participant Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**LAW ENFORCEMENT AGENCIES**

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."



# STAFF REPORT

**ITEM NO. 11.E.**

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** KERI JOHNSON, CITY CLERK  
**SUBJECT:** DISPOSAL OF SURPLUS EQUIPMENT

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## **RECOMMENDED ACTION**

It is recommended that the City Council declare items as surplus, and authorize the Interim City Manager to initiate disposal of the surplus equipment.

## **GOAL STATEMENT**

The proposed action supports the City's goal to eliminate surplus equipment that is no longer needed for department operations.

## **BACKGROUND**

Over time, the Information Technology Division has accumulated equipment that has become obsolete, damaged, and/or no longer useful for City operations. These items can be sold for re-use to offset the cost of the purchase of new equipment or if there is no residual value they can be properly disposed.

Upland Municipal Code Section 2.48.150 states that all departments shall submit reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. It further states that the items declared surplus may be sold on a competitive bid basis, scrapped, or donated based on highest rate of return.

## **ISSUES/ANALYSIS**

The City disposes of surplus items through a public surplus auction website or directly to vendors if a higher price can be obtained. This is consistent with City Policy and the Upland

Municipal Code. The items listed on the attachment do not appear to have residual or scrap value and will be disposed.

**FISCAL IMPACTS**

There is minimal fiscal impact associated with this action.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Equipment to be declared surplus**

**EQUIPMENT TO BE DECLARED SURPLUS**

<u>Item</u>	<u>Quantity</u>	<u>Estimated Value</u>
Dell Desktop Towers	16	\$0
Dell Monitors	35	\$0
HP Printers	4	\$0
Keyboards, mice and mixed cables.		\$0

October 7, 2019



## STAFF REPORT

ITEM NO. 11.F.

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
PONCE YAMBOT, PRINCIPAL ENGINEER  
**SUBJECT:** ACCEPTANCE OF IMPROVEMENT BY RANCHO MONTE VISTA ANNEX, LLC

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### RECOMMENDED ACTION

It is recommended that the City Council accept the public improvements for the Rancho Monte Vista Annex, LLC (CUP 16-35), and reduce the cash surety to fifty percent (50%) or \$52,185 for this project.

### GOAL STATEMENT

The proposed action supports the City's goal to adhere to a review schedule for the processing of development matters in an efficient, professionally responsive, and courteous manner.

### BACKGROUND

On May 27, 2017, the Planning Commission conditionally approved CUP 16-34 through Resolution No. 4855. This resolution allows Rancho Monte Vista Annex, LLC, the Developer, to develop 23 apartment units on 1.19 acre vacant parcel. These 23 units are adjacent to the existing Rancho Monte Vista Luxury Apartment complex.

The project is generally located at 365 N. Central Avenue, Upland as depicted on attached location map.

### ISSUES/ANALYSIS

The developer thereafter secured construction permits and built necessary improvements required by the conditions of approval per Resolution 4855. The developer posted cash security as required by the City before construction permits were issued.

The Developer is now requesting a reduction in the cash security. The City Public Works inspector conducted a final inspection of the project and found it to be completed and in compliance to standards. An additional twenty-five percent (25%) can be released after six months if no labor and material claims have been filed. The remaining twenty-five percent project guaranty can be released twelve months after acceptance of the public improvements.

### **FISCAL IMPACTS**

There is no fiscal impact to this recommendation.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS:**

**Location map**

**Subdivision Agreement**

**Developer's request to release/Inspector's report**



**CUP 16-35 RANCHO MONTE VISTA ANNEX**



**SUBDIVISION AGREEMENT**

Tract Map Number 365 N. Central Avenue, Upland 91786

THIS AGREEMENT is entered into as of this 17th day of July 2018 by and between RMV Annex, LLC (hereinafter referred to as "Subdivider") and the CITY OF UPLAND, a municipal corporation (hereinafter referred to as the "City").

**A. Recitals**

- (i) The City approved a Tentative Tract Map pursuant to the California Subdivision Map Act as set forth in California Government Code Section 66410 et. seq. ("Map Act") identified as Tentative Tract Number \_\_\_\_\_ in the City of Upland, State of California; and
- (ii) Subdivider seeks approval of a Final Map under the Map Act identified as Final Map Number \_\_\_\_\_

**B. Agreement**

It is agreed by and between the parties hereto as follows:

1. In consideration of the City's approval of and filing Tentative Subdivision Tract Map Number \_\_\_\_\_ and Final Tract Number \_\_\_\_\_, Subdivider undertakes and agrees that it will, at Subdivider's sole cost and expense, design, construct and install all the improvements in accordance with the plans, specifications on file with the City, incorporated herein and made a part hereof, and including all conditions of approval required by the Planning Commission and City Council of the City of Upland.

2. Subdivider also undertakes and agrees upon the same consideration to design, construct and install all improvements in accordance with the ordinances and regulations of the City, and to do all other and further acts required of it pursuant to this Agreement.

3. Subdivider agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the foregoing Final Tract with respect to such improvements.

4. Subdivider agrees that all such improvements shall be constructed and completed in accordance with the city standards required by the City Engineer. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

5. Subdivider undertakes and agrees that all of the work of improvement shall be completed within three hundred sixty five (365) days from the date of execution of this Agreement.

6. Should Subdivider fail to comply with any of the terms or provisions of this Agreement, Subdivider shall be liable to the City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such failure, the City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

*365 N. Central Avenue, Upland 91786*

*ej*

a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

b) The City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

c) The City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

The City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon the City. In either event, there shall be included in said "costs and expenses," the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to the City for reasonable attorneys' fees and court costs incurred by the City in enforcing the obligations of Subdivider under this Agreement.

7. All slope banks over three (3) feet in vertical height within said Tract Map shall be landscaped with landscaping approved by the City Engineer. Sprinklers shall be installed on all slopes over three (3) feet in vertical height along arterial streets and shall be of a type and according to a sprinkler plan approved by the City Engineer, with sprinkler turn-ons at the tops of the slopes, and connected with the remainder of the water systems of the lots of which such slopes are a part.

8. Subdivider shall, at its sole cost and expense, secure and furnish to the City, bonds in a form approved by the City, executed by a corporation authorized to transact surety business within the State of California, for the following amounts and purposes: *Cash surety*

(a) A bond in the amount of \$ 104,371.20 guaranteeing full performance of all the terms of this Agreement, see Performance Bond No. Cash;

(b) A bond in the amount of \$ 104,371.20 securing payment to the contractor, his subcontractor and to persons renting equipment or furnishing labor or materials to them with respect to said public improvements, see Labor and Materials Bond No. Cash;

(c) A cash deposit in the amount of \$                      securing the setting of monuments.

9. Acceptance of any work or improvements by the City shall not constitute an acknowledgment by the City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent, Subdivider shall repair any defects which occur in the work of improvements within a one (1) year period thereof following acceptance by the City.

10. As a condition precedent to the acceptance of the improvements hereunder as being complete and prior to the release of any bonds required under paragraph 8, hereof, securing the faithful performance of Subdivider's obligations hereunder, Subdivider shall give a bond with a corporate bonding company or similar instrument, satisfactory to the City in the amount of \$10,437.12 as guarantee and warranty of the work for a one (1) year period following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

11. Except as to the sole and exclusive negligence of City, its elected officials, officers agents and employees, Subdivider hereby agrees to indemnify, defend and hold harmless, the City, its elected officials, officers, agents and employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, costs, expenses or damages to property or injuries to or death of any person or persons, including attorneys fees and all other claims, whether groundless or not, arising out of or related to the acts, errors or omissions of Subdivider, its officers, agents, employees, consultants, subcontractors or other persons, companies or other entities using roadways/streets of the subdivision, performing labor, transporting and/or supplying material, designing, constructing or installing the improvements contemplated in this Subdivision Agreement. Where the Subdivider divides the project in phases and or allows construction vehicles or construction traffic use the same roadways/streets used by residents of the subdivision causing accidents, the Subdivider shall indemnify the City, its officers, its employees and its agents from any and all liability, claims, damages, or injuries to any person or property arising from the Subdivider's actions or actions of his employees, agents, and contractors.

12. All notices to Subdivider may be sent to \_\_\_\_\_, California, \_\_\_\_\_ or at such other address of which the City shall actually receive notice in writing specifically calling attention to this Agreement.

2520 W. Santiago Blvd.  
Orange, CA 92867

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

BY \_\_\_\_\_  
C.J. Felix, RMV Annex, LLC  
Name and Company

BY \_\_\_\_\_  
Name and Company

CITY OF UPLAND, a municipal Corporation

BY \_\_\_\_\_  
City Manager

BY \_\_\_\_\_  
City Clerk

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

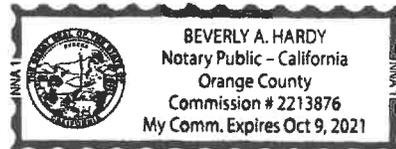
State of California  
County of Orange )

On July 17, 2018 before me, Beverly A. Hardy, Notary Public  
(insert name and title of the officer)

personally appeared C.J. Felix,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Beverly A. Hardy (Seal)

*[Handwritten mark]*

## Ponce Yambot

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**From:** Mark Liles  
**Sent:** Tuesday, September 10, 2019 10:35 AM  
**To:** Ponce Yambot  
**Subject:** Re: Bond Release, 365 N. Central Avenue Upland - Rancho Monte Vista Annex  
**Attachments:** Hutton\_Logo\_b16b8706-4840-4bb6-a4aa-91bb7aa89a15.jpg

Good morning Ponce,  
Striping is complete on the Hutton job at 365 North Central. No more outstanding items job complete.  
Thank you,  
Mark

Sent from my iPhone

On Sep 4, 2019, at 8:38 AM, Ponce Yambot <[pyambot@ci.upland.ca.us](mailto:pyambot@ci.upland.ca.us)> wrote:

Good morning Mark,

Please do a walk for this Hutton project and let me know if we can release the security deposit (aka, bond).

Thanks,

Ponce Ext 4235

**From:** Jordan Reynolds [<mailto:JReynolds@huttoncompanies.com>]  
**Sent:** Wednesday, September 4, 2019 8:09 AM  
**To:** Ponce Yambot <[pyambot@ci.upland.ca.us](mailto:pyambot@ci.upland.ca.us)>  
**Cc:** Mark Richardson <[MRichardson@huttoncompanies.com](mailto:MRichardson@huttoncompanies.com)>; Christopher Felix <[cfelix@huttoncompanies.com](mailto:cfelix@huttoncompanies.com)>  
**Subject:** Bond Release, 365 N. Central Avenue Upland - Rancho Monte Vista Annex

**WARNING: External email. Please verify sender before opening attachments or clicking on links.**

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Good Morning Ponce,

Per your conversation with Mark Richardson yesterday, we have completed the street repair work at the recently completed Rancho Monte Vista Annex property at 365 N. Central Avenue. As part of our agreement with the City of Upland, we would like you or whomever is authorized, to begin the bond release process. Please let us know if you have any questions or need any documentation.

Thank you,



**HUTTON** Jordan  
**COMPANIES** Reynolds

Assistant Project Manager  
2520 North Santiago Boulevard  
Orange, CA 92867  
[T] 714.921.1200 x207  
[F] 714.921.1201  
[M] 714.795.9504  
[E] [JReynolds@huttoncompanies.com](mailto:JReynolds@huttoncompanies.com)  
[www.huttoncompanies.com](http://www.huttoncompanies.com)

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## STAFF REPORT

**ITEM NO. 11.G.**

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERM CITY MANAGER  
**PREPARED BY:** DOUG STORY, RECREATION SERVICES MANAGER  
**SUBJECT:** BUDGET AMENDMENT TO ACCEPT AND APPROPRIATE THE LEMON FESTIVAL PROCEEDS

---

### **RECOMMENDED ACTION**

It is recommended that the City Council approve the budget amendment of \$74,760 to receive and appropriate the proceeds from the Upland Lemon Festival.

### **GOAL STATEMENT**

The proposed action supports the City's goals, objectives, and policies established with respect to implementing City activities and events.

### **BACKGROUND**

The Learning Centers at Fairplex have reported the City's portion of proceeds from the Lemon Festival to be \$74,760. Per the 2014 agreement and subsequent amendment in 2017 with the Learning Centers at Fairplex, proceeds are to benefit local non-profit organizations. A budget amendment is necessary to receive and appropriate the Lemon Festival proceeds.

### **ISSUES/ANALYSIS**

The City of Upland has hosted the Lemon Festival in Downtown Upland since 2009. It had been managed by various organizations or City departments. In 2012, the City entered into an agreement with the Learning Centers at Fairplex to produce the event. The current agreement with Fairplex extends to 2020.

Council expressed their desire for the proceeds from the event to benefit local non-profit organizations. In the last four years, approximately \$150,000 has been awarded in grants to local organizations and \$40,000 has been used to improve the electrical infrastructure in the

Historic Downtown Upland area.

The list below includes the recommended grant awards for the current year.

<b>Grant Recipient</b>	<b>Grant Award</b>
Chaffey Communities Cultural Center	\$2,000
Foothill Family Shelter	\$3,500
Friends of the Upland Library	\$5,000
Friends of the Upland Animal Shelter	\$4,000
Helping Out Pets Everyday	\$1,000
Historic Downtown Upland, Inc.	\$3,000
Learning Centers at Fairplex	\$7,500
Megan's Wings	\$3,000
Pacific Lifeline	\$2,000
Rotary Club of Upland	\$3,000
Samaritan Counseling Center	\$2,000
Upland CERT	\$3,000
Upland Community Partnership	\$7,500
Upland-Foothill Kiwanis	\$3,000
Upland Heritage	\$2,500
Upland Host Lions Club	\$3,000
Upland Veterans Monument	\$4,000
Upland Highland Regiment Boosters	\$2,000
Upland Community Foundation	\$13,760
<b>TOTAL</b>	<b>\$74,760</b>

**FISCAL IMPACTS**

Increase the budgeted revenues by \$74,760 for Lemon Festival proceeds and increase appropriations for the same amount in order to pass the proceeds on to the approved local charities.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

No Attachments Available



## STAFF REPORT

**ITEM NO. 12.A.**

---

**DATE:** October 14, 2019  
**TO:** MAYOR & CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
PONCE YAMBOT, PRINCIPAL ENGINEER  
**SUBJECT:** FORMATION OF A RESIDENTIAL PERMIT PARKING ZONE

---

### RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution establishing residential permit parking on south 2nd Avenue at 163 through 185 on the west side and 176 through 188 on the east side, including 208 east 8th Street; and authorize its implementation.

### GOAL STATEMENT

The proposed action supports the City's goal to provide reasonable accommodation to residents' needs in an efficient, professionally responsive and courteous manner.

### BACKGROUND

Soon after the creation of paid MetroLink rail parking lots, the subject area residents began experiencing a lack of street parking as MetroLink rail users would utilize free parking on the street instead of the designated paid parking lots.

The City received complaints from affected residents and tried to solve the matter by placing "3-Hour Parking" restrictions. These limited term parking restrictions did not completely solve residential parking concerns on 2nd Avenue as non-resident users found ways around the restriction thereby depriving affected residents of much needed parking spaces. The majority of the affected properties do not have garages nor driveways so the residents must utilize street parking.

On April 23, 2019, the City received a letter, signed by several 2nd Avenue residents that are affected by the shortage of residential parking in the area along 2nd Avenue just south of the railroad station and north of 8th Street. They are requesting permitted residential parking.

## **ISSUES/ANALYSIS**

This reach of 2nd Avenue is currently partially designated as a 3-hour parking zone with the balance being unrestricted. This item will establish residential permit parking generally along the residential properties of 2nd Avenue between 8th Street and Stowell Street. Upon City Council's approval, Public Works will create a work order to install residential permit parking zone signs. In addition, residents within the newly created residential parking zone will be issued stickers (upon request) to enable them to park in said zone without incurring violations.

## **FISCAL IMPACTS**

Any additional cost related to the proposed action will be expended without any additional appropriations required.

## **ALTERNATIVES**

Provide alternative direction to staff.

## **ATTACHMENTS:**

**Residential Permit Parking Resolution**

**Application Letter**

**Notice of Public Hearing to Residents and Property Owners**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND ESTABLISHING RESIDENTIAL PERMIT PARKING ON SOUTH 2<sup>ND</sup> AVENUE AT 163 THROUGH 185 ON THE WEST SIDE AND 176 THROUGH 188 ON THE EAST SIDE, INCLUDING 208 EAST 8<sup>TH</sup> STREET

Intent of the Parties and Findings

(i) Chapter 10.44.010 of Upland Municipal Code allows for the establishment of residential permit parking zones; and

(ii) City Public Works Department has received a request to establish residential permit parking from affected residents; and

(iii) The establishment of residential parking permit zone will benefit those residents and be preserving their ability to park their vehicles in close proximity to their properties or residences.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. The City Council of the City Upland does hereby approve residential permit parking effective at all times on south 2<sup>nd</sup> Avenue at 163 through 185 on the west side and 176 through 188 on the east side, including 208 east 8<sup>th</sup> Street.

Section 2. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 14th day of October, 2019.

---

Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 14th day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

---

Keri Johnson, City Clerk

April 23, 2019

Attached is a petition signed by the residents of the homes that reside on the the 100 block of South 2nd Avenue to obtain **Permitted Residential Parking**. Our street is constantly being occupied by the cars of the metrolink riders. Even though there is space available to park in the metrolink parking lots, these riders choose to forgo paying the City of Upland and Metrolink to obtain free parking. It clutters the street and allows for more unnecessary traffic.

Also, on a similar note, our street does **NOT** have a Speed Limit sign in place which allows for vehicles to speed down the street without any regard. Please consider placing a speed limit sign and some speed bumps to slow down traffic. In just one week, there were 3 car accidents on this block.

Thank you for your consideration.

Darcy Gaona

REDACTED

163 S. 2nd Ave  
Upland CA 91786

# CITY OF UPLAND

## OBTAINING RESIDENTIAL PARKING PERMITS

Attached is a sheet that requires the Names, Addresses, and Signatures of residents inquiring about Residential parking

Residential parking is used to help parking in communities that have overcrowded streets from nearby schools, businesses, unreasonable litter, noise, traffic hazards, environmental pollution, or devaluation of real property in the proposed zone.

Determining whether your neighborhood is eligible for parking permits can be an extensive project. 75% of area will need signatures in favor of Permit Parking. The Transportation Division will perform surveys to see if parking permits are needed. Then the City Council will have to approve it going off the evidence from what has been submitted and surveyed.

If issued, parking permits will be mandatory to park on the street. These permits must be visible to officers patrolling. Residents/Visitors are subject to citation when violating permit procedures.

Each resident would be issued (5) permits total. Three of these permits will be stickers issued to vehicles registered to the owner / renter of property. Also issued would be (2) visitor permits that can be used for any visitor. Laws for permit parking zones are still to abide by regulation parking laws.

Determination and Criteria for Residential Parking can be found under the City's Municipal Code 10.44.010 and 10.44.020.

If you have any questions feel free to Contact the Transportation Division at (909) 931-4137

**CITY OF UPLAND**  
**PARKING PERMIT PRE-LIMINARY RESIDENTIAL APPLICATION**

NAME	ADDRESS	SIGNATURES	<input checked="" type="radio"/> YES	NO
Wendy	121 S 2 <sup>ND</sup> AVE.	REDACTED	yes	
Eva	177 S 2 <sup>ND</sup> AVE		yes	
Yohana	177 S 2 <sup>ND</sup> AVE		yes	
Michael	195 S 2 <sup>ND</sup> AVE		yes	
Jeremy	175 S 2 <sup>ND</sup> AVE		yes	
Isaac Gomez	171 S 2 <sup>ND</sup> AVE		yes	
Gabry OLMOS	171 S 2 <sup>ND</sup> AVE		yes	
Gloria Romo	185 S 2 <sup>ND</sup> AVE		yes	
Dacy Gaona	163 S 2 <sup>ND</sup> AVE Upland		yes	
Johnny Roman	163 2 <sup>ND</sup> AVE		yes	

THIS IS A PRELIMINARY APPLICATION, CITY WILL DETERMINE IF PERMITS WILL BE NECESSARY



**PUBLIC WORKS DEPARTMENT**  
1370 North Benson Avenue  
Upland, California 91786-0460  
Telephone (909) 291-2930  
Facsimile (909) 291-2974

September 23, 2019

**Subject: PROPOSED RESIDENTIAL PARKING DISTRICT**

Dear Upland Property Owner /Resident:

The City Public Works Department received a letter requesting the above subject. Attached with the letter is City of Upland's 'Parking Preliminary Residential Application' signed by several residents.

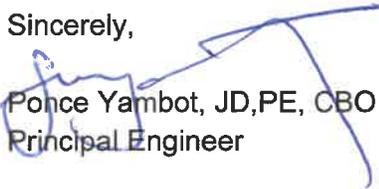
We would like to inform you that said residential parking district request will be on the City Council agenda for consideration. The scheduled Council meeting is

Place:	Upland Civic Hall	Location:	City Council Chamber
	460 N. Euclid Avenue	Date:	October 14, 2019
	Upland, CA 91786	Time:	7:00 PM

The purpose of this meeting is to consider a resolution approving formation of the requested residential parking district excepting the commercial property at the intersection as shown on the attached map and to authorize its implementation.

Should you have any questions regarding this notification, please contact the Public Works Department at (909) 291-2930.

Sincerely,

  
Ponce Yambot, JD, PE, CBO  
Principal Engineer

Cc: Rosemary Hoerning, PE, PLS, MPA  
Interim City Manager  
City Clerk

Attachments: Notice of Public Hearing  
Proposed Parking District

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Upland will hold a public hearing on Monday, October 14, 2019, at 7:00 p.m., in the Council Chambers of the Upland City Hall, 460 North Euclid Avenue, Upland, CA 91786, to consider a Resolution approving the formation of a Residential Parking District for the residential area starting from 163 2nd Avenue southerly to 8th Street intersection, excepting the commercial property at the southeast corner of 2<sup>nd</sup> Avenue and Stowell Street and the commercial property at the northwest corner of 2<sup>nd</sup> Avenue and 8<sup>th</sup> Street.

Interested persons wishing to express their views on the matter may attend the public hearing or, prior to the time of the hearing, submit written comments. An individual who challenges any decision regarding the above proposal in court may be limited to raising only those issues raised by any individual at the public hearing described in this notice or in written correspondence delivered to the City Council, at or prior to the public hearing. Due to the time constraints and the number of persons wishing to give oral testimony, time restrictions may be placed on oral testimony at the public hearing.

In compliance with the Americans with Disabilities Act, anyone needing special assistance to participate in a City Council meeting should contact the Office of the City Clerk of the City of Upland at (909) 931- 4120. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Any person unable to attend the public hearing may submit written comments to the City Clerk, 460 N. Euclid Avenue, Upland, CA 91786. If you have questions regarding this notice, please contact Ponce Yambot, Principal Engineer at (909) 931-4235.

Keri Johnson  
Upland City Clerk



**PROPOSED RESIDENTIAL PARKING DISTRICT 2B ON 2<sup>ND</sup> AVENUE BETWEEN 8<sup>TH</sup> STREET AND STOWELL STREET**



## STAFF REPORT

**ITEM NO. 12.B.**

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROBERT DALQUEST, DEVELOPMENT SERVICES DIRECTOR  
LIZ CHAVEZ, DEVELOPMENT SERVICES MANAGER  
DEYANIRA PELAYO-BRITO, HOUSING COORDINATOR  
**SUBJECT:** APPROVAL OF THE CITIZEN PARTICIPATION PLAN IN  
CONNECTION WITH THE CITY'S FEDERAL COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM

---

### RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution approving the Citizen Participation Plan (CPP) in connection with the City's Federal Community Development Block Grant Program (CDBG); and authorize the Interim City Manager or her designee to execute any and all necessary and related documents to implement the Plan.

### GOAL STATEMENT

The proposed action supports the City's goal of providing adequate housing, a suitable living environment, and expanded economic opportunities principally for low-and moderate-income persons.

### BACKGROUND

In 1995, the U.S. Department of Housing and Urban Development (HUD) created the Consolidated Plan to serve as a planning document and an application for funding under any of the Community Planning and Development formula grant programs, which include the CDBG Program. The City of Upland is an annual recipient of CDBG funds.

HUD requires the City to afford citizens and stakeholders with the opportunity to participate in the development of the Consolidated Plan documents, including the Consolidated Plan, Annual Action Plans, Consolidated Annual Performance and Evaluation Reports, and Analysis of Impediments or Assessment of Fair Housing.

The methods of participation must be specified as part of an adopted policy known as the Citizen Participation Plan. The City last adopted a Citizen Participation Plan on October 13, 2014. Since that time, Congress passed the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 which resulted in changes to the Consolidated Plan regulations of 24 CFR Part 91. These regulatory changes clarify existing requirements and impose additional requirements on Cities developing Consolidated Plan documents.

The Development Services Department is in the process of preparing the 2020-2024 Consolidated Plan covering the next 5-year planning period. In order to comply with HUD requirements in the development of the new Consolidated Plan, a new Citizen Participation Plan draft has been published for public review and comment.

#### Key Provisions of the Citizen Participation Plan

The Citizen Participation Plan establishes policies and procedures concerning:

- The development of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER), to include consultation with public, private and non-profit agencies, citizens and stakeholders as to the housing, homeless, community and economic development needs of the City;
- The development of the Analysis of Impediments to Fair Housing Choice or Assessment of Fair Housing;
- The availability of draft documents for public review and comment;
- The frequency, timing and location of the two (2) required public hearings each program year;
- The manner in which the City will encourage participation from all residents, especially low- and moderate-income residents, minorities, non-English speakers and those with disabilities;
- The conditions under which changes to the Citizen Participation Plan, Consolidated Plan, Action Plan, and Analysis of Impediments or Assessment of Fair Housing constitute "substantial amendments" that must be provided for public review and comment;
- Complaint procedures;
- Access to records;
- The manner in which the City will receive and administer HUD disaster recovery assistance funds, should a disaster occur;
- The policies of the City's Anti-displacement and Relocation Plan;
- The City's Replacement dwelling unit process; and
- The City and CDBG Subrecipient guidelines with regard to acquisition and use of real property funds with or in whole or in part with CDBG funds.

#### **ISSUES/ANALYSIS**

Due to regulatory changes that have occurred since 2010 and with the passage of the HEARTH Act, Citizen Participation Plans must now include provisions for:

- Consultation with the regional Continuum of Care (responsible for planning and coordination of the regional homeless strategy and programs) in the development of the Consolidated Plan;
- Consultation with public and private agencies that address housing, health, social service, victim services, employment, or education needs of low-income individuals and families, homeless individuals and families, youth and/or other persons with special needs;
- Consultation with publicly funded institutions and systems of care that may discharge persons into homelessness (such as health-care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions);

- Consultation with business and civic leaders; and
- Encouragement of citizen participation in the development of the Consolidated Plan, amendments and performance reports—particularly from low- and moderate-income residents, minorities and non-English speaking persons, as well as persons with disabilities.

The draft Citizen Participation Plan submitted for City Council consideration incorporates each of these new provisions.

A copy of the Public Notice and the Draft Citizen Participation Plan document has been on file for public review in the City Library, City Hall, Gibson Senior Center and City’s website for a period of 30 days.

**FISCAL IMPACTS**

An adopted updated CPP is a requirement of receiving CDBG funds. If this CPP is not adopted by City Council, it could affect the annual receipt of approximately \$640,000 of CDBG funds to the City.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Resolution  
Citizen Participation Plan**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND APPROVING UPLAND'S CITIZEN PARTICIPATION PLAN IN CONNECTION WITH THE CITY'S FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Intent of the Parties and Findings

(i) The City of Upland is an entitlement jurisdiction in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program; and

(ii) As an entitlement jurisdiction, Upland is required to comply with all regulations associated with the CDBG Program; and

(iii) The U.S. Department of Housing and Urban Development requires under 24 CFR 91.105, that all entitlement jurisdictions receiving federal funds, such as CDBG funds, afford its citizens the opportunity to participate in the development of the Consolidated Plan documents, including the Consolidated Plan, Annual Action Plans, Consolidated Annual Performance and Evaluation Reports, and Analysis of Impediments or Assessment of Fair Housing; and

(v) The City of Upland has prepared and adopted a Citizen Participation Plan in accordance with the requirements of 24 CFR 91.105, which will serve as a federally required planning document that guides citizen participation requirements in conjunction with the CDBG Program and any other federal funding received; and

(vi) Pursuant to Title 14, California Code of Regulations, Chapter 3, Article 18, Section 15262 – Feasibility and Planning Studies, the City Council may determine in its independent judgment that the Citizen Participation Plan is exempted from the requirements of the California Environmental Quality Act of 1970, as amended.

NOW, THEREFORE, the Upland City Council hereby finds, determines and resolves as follows:

Section 1. The facts set forth above in this Resolution are true and correct.

Section 2. The Citizen Participation Plan is exempted from the requirements of the California Environmental Quality Act of 1970, as amended.

Section 3. The Citizen Participation Plan is approved.

Section 4. The City Manager or her designee is authorized to execute any and all necessary and related documents in order to effectuate the implementation of the Citizen Participation Plan.

Section 5. This Resolution shall take effect on the date of its adoption.

Section 6. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 14th day of October 2019.

\_\_\_\_\_  
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 14th day of October, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

ATTEST: \_\_\_\_\_  
Keri Johnson, City Clerk



## **City of Upland**

# **Citizen Participation Plan**

*U.S. Department of Housing and Urban Development (HUD)  
Community Planning and Development Grant Programs*

Draft – October 2019

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**Appendix: Proof of Public Notices and Public Comment**

## **Citizen Participation Plan City of Upland, California**

As required by the U.S. Department of Housing and Urban Development (HUD) regulations found at 24 CFR 91.105, this Citizen Participation Plan sets forth the City of Upland's policies and procedures for providing citizens and other interested parties with opportunities to participate in an advisory role in the planning, implementation, and evaluation of the Community Development Block Grant (CDBG) program. The purpose of the CDBG program is the provision of decent housing, a suitable living environment, and expanded economic opportunities for low- and moderate-income residents earning less than 80 percent of the Area Median Income, or in predominantly low- and moderate-income neighborhoods where at least 51 percent of the households are low and moderate-income households.

As a recipient of CDBG funds, the City is required to produce the following Consolidated Plan Documents:

1. Citizen Participation Plan – the City's policies and procedures for community participation in the planning, implementation, and evaluation of the CDBG program.
2. Analysis of Impediments to Fair Housing Choice or Assessment of Fair Housing (AI or AFH) – a five-year plan completed by the City individually or as part of a local consortium of other HUD grantees pursuant to HUD guidance for the evaluation of local housing conditions, economics, policies and practices and the extent to which these factors impact the range of housing choices and opportunities available to all residents in an environment free from discrimination.
3. Consolidated Plan – a five-year plan that documents the City of Upland's housing and community development needs, outlines strategies to address those needs and identifies proposed program accomplishments.
4. Annual Action Plan – an annual plan that describes specific CDBG projects and activities that will be undertaken over the course of the program year, which runs from July 1 to June 30.
5. Consolidated Annual Performance and Evaluation Report (CAPER) – an annual report that evaluates the City's accomplishments and use of CDBG funds.

The HUD requirements for citizen participation do not restrict the responsibility or authority of the City of Upland for the development and execution of the Consolidated Plan Documents, but rather facilitate citizen access to, and engagement with the CDBG program.

In accordance with the regulations, the minimum annual number of public hearings at which citizens may express their views concerning the Consolidated Plan Documents shall be two (2) public hearings. These public hearings shall occur at two different points during the program year, as directed by Upland city staff. Additional public hearings and comment periods will be held in the development of the AFH or AI 2019-2013, and the Consolidated Plan for 2020-2024 and in the event of

substantial amendments to the Citizen Participation Plan, Consolidated Plan, AFH or AI, or Action Plan become necessary as described later in this document. The City, at its discretion, may conduct additional outreach, public meetings or public hearings as necessary to foster citizen access and engagement.

## **A. Encouragement of Citizen Participation**

The City of Upland provides for and encourages citizens to participate in the development of the Citizen Participation Plan, Consolidated Plan, AFH or AI, Action Plan, and CAPER. The City encourages participation by low- and moderate-income persons, particularly those living in slum and blighted areas (if any such areas are formally designated) and in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods<sup>1</sup>. The City will also take appropriate actions to encourage the participation of all its citizens, including minorities and non-English speaking persons, as well as persons with disabilities.

The City will make a concerted effort to notify and encourage the participation of citizens, local and regional institutions, the local Continuum of Care organization addressing homelessness, and public and private organizations including businesses, developers, nonprofit organizations, philanthropic organizations, community-based and faith-based organizations, broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, emergency management agencies, state and local health service providers, social service providers, fair housing organizations, state and local governments, public housing agencies, affordable housing developers, businesses, community and faith based organizations, and other stakeholders in the amendment of the Citizen Participation Plan or the development of the AI or AFH, Consolidated Plan, Annual Action Plans through mailings (including electronic mailings), online postings and public notices in the newspaper.

The City may also explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance as directed by the Development Services Director. All communication, public comments, and complaints concerning the Citizen Participation Plan and the Consolidated Plan Documents should be directed to:

Development Services Manager  
Development Services Department  
460 N. Euclid Avenue  
Upland, CA 91786  
(909) 931-4146

## **B. Citizen Participation Plan**

---

<sup>1</sup> Predominately low- and moderate-income neighborhoods are defined as those in which 51% of the residents have incomes at or below 80% of area median income, as determined with HUD-supplied data.

The following describes the process and procedures related to the development of the Citizen Participation Plan.

## **1. Plan Development**

The City's Citizen Participation Plan development procedures are outlined below.

### **a. Plan Considerations**

As a part of the Citizen Participation Plan process, and prior to the adoption of the Consolidated Plan, the City will make available the information required by HUD. This information will be made available to citizens, public agencies, and other interested parties.

### **b. Plan Review and Comment**

The draft Citizen Participation Plan shall be made available for public review for a 30-day period. The Citizen Participation Plan shall be provided in a format accessible to persons with disabilities upon request. Such formats may include, but are not limited to providing oral, Braille, electronic or large print versions of the plan to those visually impaired and delivering copies to those who are homebound. The Citizen Participation Plan will encourage comment and participation by minority and non-English speakers. Publication of the plan will be advertised in accordance with the City's Limited English Proficiency (LEP) Plan and translation services will be available upon request.

Written comments will be accepted by the Development Services Department Development Services Manager or designee during the public review period. A summary of all written comments and those received during the public hearing as well as the City's responses will be attached to the Citizen Participation Plan prior to submission to HUD.

### **c. Public Hearing**

The City Council shall conduct a public hearing to accept oral public comments on the draft Citizen Participation Plan. The City Council may approve or reject the Citizen Participation Plan.

### **d. Submittal to HUD**

The Citizen Participation Plan shall be approved as a stand-alone document. The City shall submit to HUD: the approved document, a summary of all written comments and those received during the public hearing as well as the City's responses, and proof of compliance with the minimum 30-day public review and comment period requirement. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD.

## **2. Amendments**

The City shall amend the Citizen Participation Plan using the following procedures, as needed:

a. [Amendment Considerations](#)

The City shall amend the Citizen Participation Plan, as necessary, to ensure adequate engagement and involvement of the public in making decisions related to the programs and documents governed by 24 CFR Part 91. Formal amendment of the Citizen Participation Plan may be required should a provision of the Citizen Participation Plan be found by the City to conflict with HUD regulations.

b. [Public Review and Comment](#)

Amendments to the Citizen Participation Plan shall be made available for public review for a 30-day period. A public hearing shall be conducted by the City Council at a regularly scheduled meeting so that citizens may express their views. Written comments will be accepted by the Development Services Department Development Services Manager or designee during the public review period. A summary of all written comments and those received during the public hearing as well as the City's responses will be attached to the amended Citizen Participation Plan prior to submission to HUD.

Minor edits to the Citizen Participation Plan, such as updating contact information or technical details about schedules and publications, will not constitute a "Substantial Amendment", and therefore, will not be released for public review and comment. Copies will be made available following the process described in Section G of this document.

c. [Public Hearing](#)

The City Council shall conduct a public hearing to review and accept public comments on the draft amendment to the Citizen Participation Plan.

d. [Submittal to HUD](#)

A copy of the Amended Citizen Participation Plan, including a summary of all written comments and those received during the public hearing as well as the City's responses and proof of compliance with the minimum 30-day public review and comment period requirement shall be submitted to HUD for their records. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable.

### **C. Five-Year Consolidated Plan**

The following paragraphs describe the policies and procedures for the development of the Five-Year Consolidated Plan. To comply with 24 CFR Part 91.105(b), the information supplied in the draft Consolidated Plan for public review will include:

- Amount of assistance the City expects to receive (grant funds and program income)
- Range of activities that may be undertaken
- Estimated amount of funding that will benefit low- and moderate-income persons

The City shall also provide an assessment of community development and housing needs and identify short term and long-term community development objectives directed toward the provision of decent housing and the expansion of economic opportunities primarily for persons of low- and moderate-income.

Additionally, the City must attest to its compliance with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24, as effectuated by the City’s adopted Residential Anti-Displacement and Relocation Assistance Plan, as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended. Persons displaced as a result of HUD-assisted activities, whether implemented by the City or by others, shall receive relocation benefits as required under Federal Law.

The City will make this information available in the Consolidated Plan published for comment and review.

## **1. Plan Development**

The City encourages the participation of residents and stakeholders in the development of the Consolidated Plan. The City shall follow the following procedure to prepare and adopt the Consolidated Plan:

### **a. Plan Considerations**

The City will make a concerted effort to notify and encourage the participation of citizens, local and regional institutions, the local Continuum of Care organization addressing homelessness, and public and private organizations including businesses, developers, nonprofit organizations, philanthropic organizations, community-based and faith-based organizations, broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, emergency management agencies, state and local health service providers, social service providers, fair housing organizations, state and local governments, public housing agencies, affordable housing developers, businesses, community and faith based organizations, and other stakeholders in the development of the Consolidated Plan through mailings (including electronic mailings), online postings and public notices in the newspaper.

When preparing the of the Consolidated Plan describing the City's homeless strategy and the resources available to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) and persons at risk of homelessness, the jurisdiction must consult with:

- The San Bernardino County Homeless Provider Network (Continuum of Care "COC");
- Public and private agencies that address housing, health, social service, victim services, employment, or education needs of low-income individuals and families; homeless individuals and families, including homeless veterans; youth; and/or other persons with special needs;
- Publicly funded institutions and systems of care that may discharge persons into homelessness (such as health-care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and
- Business and civic leaders.

When preparing the portion of the Consolidated Plan concerning lead-based paint hazards, the City shall consult with state or local health and child welfare agencies and examine existing data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned.

When preparing the description of priority non-housing community development needs, the City must notify adjacent units of general local government, to the extent practicable. The non-housing community development plan must be submitted to the state and to the county.

The City also will consult with adjacent units of general local government, including local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond the City's jurisdiction.

"The City will consult with the Housing Authority of San Bernardino County (HASBC) and the Upland Housing Authority, who is also managed by the HASBC, the local public housing agencies (PHA) concerning consideration of public housing needs and planned programs and activities.

If the City becomes eligible to receive Emergency Solutions Grants (ESG), the City will consult with the Continuum of Care in determining how to allocate its ESG grant for eligible activities; in developing the performance standards for, and evaluating the outcomes of, projects and activities assisted by ESG funds; and in developing funding, policies, and procedures for the operation and administration of the Homeless Management Information System (HMIS).

A variety of mechanisms may be utilized to solicit input from these persons/service providers/agencies. These include telephone or personal interviews, focus groups, surveys, and consultation and community workshops.

#### b. Plan Review and Comment

The complete, draft Consolidated Plan shall be made available for public review for a 30-day period. The Consolidated Plan shall be provided in a format accessible to persons with disabilities upon request. Such formats may include, but are not limited to providing oral, Braille, electronic or large print versions of the plan to those visually impaired and delivering copies to those who are homebound.

The plan will encourage comment and participation by minority and non-English speakers. Publication of the plan will be advertised in accordance with the LEP Plan and translation services will be available upon request.

The plan will encourage comment and participation by low- and moderate-income residents, especially those living in low- and moderate-income neighborhoods, in areas where CDBG funds are proposed to be used and residents of public and assisted housing. Activities to encourage participation may include, but are not limited to, advertising publication of the Consolidated Plan in target areas, hosting community meetings in target areas, and making copies of the plan available in these neighborhoods. Copies will be made available following the process described in Section G of this document.

Written comments will be accepted by Development Services Department Development Services Manager or designee during the public review period. A summary of all written comments and those received during the public hearing as well as the City's responses will be attached to the Consolidated Plan prior to submission to HUD.

#### c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft Consolidated Plan. Section G describes the process for publishing notice for and conducting public hearings.

#### d. Submittal to HUD

The Consolidated Plan shall be submitted to HUD with a summary of all written comments and those received during the public hearing as well as the City's responses and proof of compliance with the minimum 30-day public review and comment period requirement. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable. The Consolidated Plan will be submitted to HUD 45 days before the program year pursuant to regulations, unless otherwise directed by HUD.

## **2. Consolidated Plan Amendment**

The City shall follow the following procedure to complete substantial and minor amendments to the Consolidated Plan, as needed:

a. [Amendment Considerations](#)

The City shall substantially amend the Consolidated Plan if a “substantial change” is proposed by City staff or the City Council. For the purpose of the Consolidated Plan, a “substantial change” is defined as:

- The City adds or removes Consolidated Plan - Strategic Plan goals.

The City may make minor changes to the Consolidated Plan, as needed, so long as the changes do not constitute a substantial amendment as described above. Changes to numeric accomplishment goals within an existing strategic plan goal shall not constitute a substantial amendment. Such changes to the Consolidated Plan will not require public review or a public hearing.

b. [Public Review and Comment](#)

The City encourages residents and stakeholders to participate in the development of substantial amendments. Substantial Amendments to the Consolidated Plan shall be made available for public review for a 30-day period. Written comments will be accepted by the Development Services Department Development Services Manager or designee during the public review period. A summary of the comments and the City’s responses to the comments will be attached to the Consolidated Plan Substantial Amendment.

The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, groups identified in the LEP Plan, and those with disabilities. The City will take efforts to make the plan accessible to all such groups. Copies will be made available following the process described in Section G of this document.

c. [Public Hearing](#)

The City Council shall conduct a public hearing to accept public comments on the draft amendment to the Consolidated Plan. Section G describes the process for publishing notice for and conducting public hearings.

d. [Submittal to HUD](#)

A copy of the Amended Consolidated Plan, including a summary of all written comments and those received during the public hearing as well as the City’s responses and proof of compliance with the minimum 30-day public review and comment period requirement shall be submitted to HUD for their records. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable.

## **D. Annual Action Plan**

The following describes the process and procedures related to the development of the Annual Action Plan.

### **1. Plan Development**

The City's procedures for preparing and adopting the Annual Action Plan include:

#### a. Plan Considerations

In addition to local residents, the City will ensure that public (including City staff) and private agencies that provide the following services will be consulted in the development of the Action Plan:

- Health Services Providers
- Social Services for: Children, Elderly, Disabled, Homeless, Persons With AIDS
- State and Local Health Agencies
- Adjacent Local Governments
- Economic Development Interests
- Housing Authority of Upland and San Bernardino County

#### b. Plan Review and Comment

The draft Annual Action Plan incorporating the City's proposed uses of CDBG funds shall be made available for public review for a 30-day period. The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, groups identified in the LEP Plan, speakers and those with disabilities. The City will make the plan accessible to all such groups. Copies will be made available following the process described in Section G of this document.

Written comments will be accepted during public review period by the Development Services Manager, or designee, in the Development Services Department. A summary of the comments and the City's responses to the comments will be attached to the draft Action Plan.

#### c. Public Hearing

The City Council shall conduct two (2) public hearings during the preparation of the Action Plan:

- At least one public hearing will be held before the Upland CDBG Committee to accept public comments and hear applicant presentations to determine the funding priorities for the upcoming year and make a recommendation for funding to the City Council; and

- The second public hearing will be held before the Upland City Council to accept public comments on the draft Annual Action Plan.

The City Council shall approve or reject the Action Plan and authorize its submission to HUD. Section G describes the process for publishing notice for and conducting public hearings.

d. [Submittal to HUD](#)

Upon adoption of the Annual Action Plan pursuant to HUD regulations, the City Council shall direct City staff to submit the Action Plan to HUD. Documents related to the public participation process, including copies of public notices and a summary of all public comments received, shall be attached to Action Plan. The Action Plan will be submitted to HUD at least 45 days before the program year pursuant to regulations, or as otherwise allowed or required by HUD.

## **2. Annual Action Plan Amendment**

The City shall follow the following procedure to complete substantial and minor amendments to the Annual Action Plan, as needed:

a. [Amendment Considerations](#)

The City shall substantially amend the Action Plan if a “substantial change” is proposed by City staff or the City Council. For the purpose of the Action Plan, a “substantial change” is defined as:

- Addition of a new activity not previously identified in the Action Plan, without regard to funding source;
- Cancellation of an existing activity identified in the Action Plan, without regard to funding source;
- A change in the purpose, scope, location or beneficiaries of an activity; or
- Changes in the use of CDBG funds from one eligible activity to another eligible activity meeting the following thresholds:

<b>Activity Budget Threshold*</b>	<b>Net Increase or Decrease</b>	<b>Trigger for Substantial Amendment</b>	<b>Minor Amendment</b>
< \$100,000	Net Increase	> 100% of the activity allocation	≤ 100% of the activity allocation
	Net Decrease	= 100% of the activity allocation	< 100% of the activity allocation
≥ \$100,000	Net Increase	> 50% of the activity allocation	≤ 50% of the activity allocation
	Net Decrease		
N/A	Net Increase	> \$300,000	Subject to the thresholds above
	Net Decrease		

\* As listed in a published Action Plan, or as amended

The City may make minor changes to the Action Plan, as needed, so long as the changes do not constitute a substantial amendment as described above. Such minor changes to the Action Plan will not require public review or a public hearing before the City Council.

**b. Public Review and Comment**

The City encourages citizen participation in the development of substantial amendments. Substantial Amendments to the Annual Action Plan shall be made available for public review for a 30-day period. Written comments will be accepted during public review period. Comments should be directed to the Development Services Department, Development Services Manager or designee. A summary of the comments and the City’s responses to the comments will be attached to the Action Plan Substantial Amendment.

The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, groups identified in the LEP Plan, and those with disabilities. The City will take efforts to make the plan accessible to all such groups. Copies will be made available following the process described in Section G of this document.

**c. Public Hearing**

The City Council shall conduct a public hearing to review and consider the Substantial Amendment to the Action Plan. The City Council shall accept public comments on the Substantial Amendment to the Action Plan at the public hearing. After public comments are heard and considered by the City Council, the City Council shall approve, approve with modifications, or deny the request for a substantial amendment to the Action Plan. Section G describes the process for publishing notice for and conducting public hearings.

**d. Submittal to HUD**

A copy of the Substantial Amendment to the Annual Action Plan along with copies documenting the public participation process (i.e. public notices and public comments) shall be submitted to HUD for their records.

## **E. Consolidated Annual Performance and Evaluation Report (CAPER)**

The following describes the process and procedures related to the development of the Consolidated Annual Performance and Evaluation Report (CAPER):

### **1. Plan Development**

The City shall follow the following procedure in the drafting and adoption of Consolidated Annual Performance and Evaluation Report (CAPER):

#### **a. Plan Considerations**

Staff will evaluate and report the accomplishments of the previous program year for CDBG, and will summarize expenditures that took place during the previous program year.

#### **b. Plan Review and Comment**

The City encourages citizen participation in the development of the CAPER. The draft CAPER shall be made available for public review for a 15-day period. Written comments will be accepted during public review period by the Development Services Department Development Services Manager or designee. A summary of any written comments received, or oral comments provided during the public hearing and the City's responses to the comments will be attached to the draft CAPER. Copies will be made available following the process described in Section G of this document.

#### **c. Submittal to HUD**

Upon completion of the public review period, City staff shall submit the CAPER to HUD. Documents related to the public participation process, including copies of public notices and a summary of all public comments received, shall be attached to the CAPER. The CAPER shall be submitted to HUD within 90 days following the end of the program year pursuant to regulations.

## **F. Analysis of Impediments or Assessment of Fair Housing (AI or AFH)**

The Analysis of Impediments to Fair Housing Choice (AI) or Assessment of Fair Housing (AFH) is a five-year plan completed by the City individually or as part of a local consortium of other HUD grantees pursuant to HUD guidance for the evaluation of local housing conditions, economics, policies and practices and the extent to which these factors impact the range of housing choices and opportunities available to all residents in an environment free from discrimination. As of April 2019, HUD has suspended the AFH planning framework. HUD currently requires the submission of an AI for grantees submitting Consolidated Plans for FY2019. The following describes the process and procedures related to the development of the AI or AFH.

### **1. Plan Development**

The City shall follow the following procedure in the drafting and adoption of the AI or AFH:

#### **a. Plan Considerations**

As soon as feasible after the start of the public participation process for the AI or AFH, the City will make the HUD-provided data and any other supplemental information available to residents, public agencies and other interested parties by posting the data on the City's website and referencing this information in public notices.

The City will make a concerted effort to notify and encourage the participation of citizens, local and regional institutions, the local Continuum of Care organization addressing homelessness, and public and private organizations including businesses, developers, nonprofit organizations, philanthropic organizations, community-based and faith-based organizations, broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, emergency management agencies, state and local health service providers, social service providers, fair housing organizations, state and local governments, public housing agencies, affordable housing developers, businesses, community and faith based organizations, and other stakeholders in the development of the AI or AFH through mailings (including electronic mailings), online postings and public notices in the newspaper, as well as telephone or personal interviews, mail surveys, and consultation workshops.

#### **b. Plan Review and Comment**

The draft AI or AFH shall be made available for public review for a 30-day period. Written comments will be accepted during public review period by the Development Services Manager or designee. A summary of the comments and the City's responses to the comments will be attached to the draft AI or AFH. Copies will be made available following the process described in Section G of this document.

c. [Public Hearing](#)

The City Council shall conduct a public hearing to accept public comments on the draft AI or AFH. The City Council, the City Council shall approve or reject the AI or AFH. Section G describes the process for publishing notice for and conducting public hearings.

d. [Submittal to HUD](#)

Upon adoption of an AI, the City shall retain the AI in its records and annually report on the status and disposition of the Fair Housing Plan recommendations. Upon adoption of an AFH, the City shall submit the AFH to HUD for review and acceptance or rejection. The goals of the AFH shall be incorporated into the Consolidated Plan prior to submission of the Consolidated Plan to HUD.

## **2. AI or AFH Amendment**

The City shall follow the following procedure to complete substantial amendments to AI or AFH, as needed.

a. [Amendment Considerations](#)

The City shall substantially amend the AI if a “substantial change” is proposed by City staff or the City Council. For the purpose of the AI, a “substantial change” is defined as the addition or deletion of Fair Housing Plan recommendations.

The City shall substantially amend the AFH if a “substantial change” is proposed by City staff or the City Council or as otherwise required by HUD. An AFH that was previously accepted by HUD must be revised and submitted to HUD for review if a material change occurs. A material change is a change in circumstances in the jurisdiction of a program participant that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances. Examples include Presidentially declared disasters, under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), in the program participant's area that are of such a nature as to significantly impact the steps a program participant may need to take to affirmatively further fair housing; significant demographic changes; new significant contributing factors in the participant's jurisdiction; and civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders; or, upon HUD's written notification specifying a material change that requires the revision. A revision to the AFH consists of preparing and submitting amended analyses, assessments, priorities, and goals that take into account the material change, including any new fair housing issues and contributing factors that may arise as a result of the material change.

## b. [Public Review and Comment](#)

The City encourages residents and stakeholders to participate in the development of substantial amendments. Substantial Amendments to the AI or AFH shall be made available for public review for a 30-day period. Written comments will be accepted by the Development Services Department Development Services Manager or designee during the public review period. A summary of the comments and the City's responses to the comments will be attached to the Consolidated Plan Substantial Amendment.

The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, groups identified in the LEP Plan, and those with disabilities. The City will take efforts to make the plan accessible to all such groups. Copies will be made available following the process described in Section G of this document.

## c. [Public Hearing](#)

The City Council shall conduct a public hearing to accept public comments on the draft amendment to the AI or AFH. The City Council may approve or reject the amendment to the AI or AFH. A revised AFH must be submitted within 12 months of the onset of a material change that triggers a "Substantial Amendment," or at such later date as HUD may specify. Section G describes the process for publishing notice for and conducting public hearings.

## **G. Public Hearings, Notification and Access**

The following policies and procedures outlining the public hearing process and public hearing notification apply to the development and substantial amendment of the Consolidated Plan, Citizen Participation Plan, Annual Action Plan, CAPER, and AI or AFH.

### **1. Public Meetings and Hearings**

#### a. [Public Hearing Process](#)

The City will conduct at least two (2) public hearings per year to obtain citizens' views and comments on planning documents during the public review and comment period. These meetings will be conducted at different times of the program year and together will cover the following topics:

- Housing and Community Development Needs
- Development of Proposed Activities
- Review of Program Performance

During a program year when the City develops an AI or AFH and Consolidated Plan, at least one public hearing will be conducted prior to the draft AI or AFH and Consolidated Plan being published for comment.

b. Public Hearing Notification

Staff will ensure adequate advance notice of all public meetings and hearings. Notices will be printed/posted at least 14 calendar days prior to the meeting date. Adequate noticing will include:

- Printing a public notice in the *Daily Bulletin*, and possibly other newspaper(s) of general circulation in the City;
- Display copies of notices on the City’s website; and
- Posting notices at City Hall and at the Upland Public Library.

Notices will include information on the subject and topic of the meeting including summaries when possible and appropriate to properly inform the public of the meeting. Notices will be published in accordance with the City’s approved Limited English Proficiency Plan (LEP) and will be accessible to those with disabilities. Meeting locations and access is described below.

**2. Documents for Public Review**

Staff will ensure adequate advance notice of all public review/comment periods. Notices will be printed/posted prior to the commencement of the public review period alerting residents of the documents for review and providing a summary of the contents of the documents to include information on the content and purpose of the document and the list of locations where copies of the entire draft document(s) may be reviewed. The public comment period for each Consolidated Plan document and substantial amendment to each document subject to public review is listed below:

<b>Document</b>	<b>Length of Public Comment Period</b>
Consolidated Plan	30 days
Action Plan	30 days
CAPER	15 days
AI or AFH	30 days
Citizen Participation Plan	30 days

The City will ensure that documents are available for disabled, minority and groups identified in the LEP Plan residents.

Adequate noticing will include:

- Printing a public notice in the *Daily Bulletin*, and possibly other newspaper(s) of general circulation in the City;
- Display copies of notices on the City’s website; and
- Posting notices at City Hall and at the Upland Public Library.

The City will place an adequate supply of draft copies of each document and substantial amendments to each document subject to public review at the following locations:

**City Hall: City Clerk's Office**

460 North Euclid Avenue  
Upland, California 91786

**George M. Gibson Senior Center**

250 North Third Ave  
Upland, CA 91786

**Upland Public Library**

450 North Euclid Avenue  
Upland, California 91786

Materials will also be posted to the City website at:

<http://www.uplandpl.lib.ca.us/>

All printed reports and materials shall be made available in a form accessible to persons with disabilities, upon request.

### **3. Access to Meetings**

Unless otherwise noted, Public Hearings requiring City Council action will be conducted in front of the Upland City Council at 7:00 P.M. at the Upland City Hall Council Chambers (460 North Euclid Avenue, Upland, California 91786). For public hearings not requiring City Council participation, the City will make every reasonable effort to conduct such hearings in the low- and moderate-income target areas and at times accessible and convenient to potential and actual beneficiaries.

Efforts to ensure this may include, but are not limited to, scheduling meetings in target neighborhoods, scheduling meetings during the evening and weekend and requesting feedback from neighborhood groups and stakeholders for guidance in effective meeting scheduling. Such hearing will be posted and advertised to allow sufficient notice to all interested persons.

In accordance with the City's Limited English Proficiency Plan (LEP), Spanish translation is available at all public hearings if the Development Services Department Development Services Manager receives such a request at least 48 hours prior to the public hearing.

It is the intention of the City to comply with the Americans with Disabilities Act (ADA) in all respects. If an attendee or participant at a public hearing needs special assistance beyond what is normally provided, the City will attempt to accommodate these people in every reasonable manner. Efforts may include, but are not limited to, accessible seating, video recording for those homebound, sign language services and production of written transcripts. The City's Development

Services Department, Development Services Manager must be notified at least 48 hours prior to the public hearing. The Development Services Department Development Services Manager may be reached at:

Development Services Manager  
Development Services Department  
460 N. Euclid Avenue  
Upland, CA 91786  
(909) 931-4146

#### **4. Access to Consolidated Plan Documents and Records**

All approved Consolidated Plan Documents, and any approved amendments thereto, will be kept on file by the City at the City Hall Development Services Department (460 North Euclid Avenue, Upland, California 91786), online at: <http://www.uplandpl.lib.ca.us/> and can be made available to those requesting the plan. The Consolidated Plan Documents shall be provided in a format accessible to persons with disabilities upon request. Such formats may include, but are not limited to providing oral, Braille, electronic or large print versions of the plan to those visually impaired and delivering copies to those who are homebound. Upon request, the Consolidated Plan Documents or summaries of those documents will be made available in a manner accessible to groups in accordance with the City's approved Limited English Proficiency Plan (LEP) or those with disabilities.

The City will ensure timely and reasonable access to information and records related to the development of the Consolidated Plan Documents, and the use of HUD CPD funds from the preceding five years. Information to be made available will include budget and program performance information, meeting minutes, and comments received by the City during the development of the Consolidated Plan and its supporting documents.

Requests for information and records must be made to the City in writing. Staff will respond to such requests within 15 working days or as soon as possible thereafter.

#### **H. Technical Assistance**

Upon request, staff will provide technical assistance to groups representing extremely-low, low-, and moderate-income persons to develop funding requests for HUD CPD eligible activities. Technical assistance will be provided as follows:

- Establish an annual project proposal submission and review cycle (Notice of Funds Availability, or "NOFA") that provides information, instructions, forms and advice to interested extremely low-, low- and moderate-income citizens or representative groups so that they can have reasonable access to the funding consideration process.
- Provide self-explanatory project proposal forms and instructions to all persons who request them whether by telephone or by letter. The City's funding application form is designed to be easily understood and short, while

still addressing all key items necessary to assess the proposed project. Statistics concerning specific areas of the City are furnished by City staff upon request.

- Answer, in writing, all written questions and answer verbally all verbal inquiries received from citizens or representative groups regarding how to write or submit eligible project proposals.
- Meet with groups or individuals as requested, to assist in identifying specific needs and to assist in preparing project proposal applications.
- Obtain information in the form of completed project proposal forms from citizens or non-profit agencies and assemble a list of proposals available for public review.
- Conduct a project eligibility analysis to determine, at an early stage, the eligibility of each project. In cases where only minor adjustments are needed to make proposals eligible or otherwise practical, City staff will advise the applicants on the options available and desired changes to the proposals.
- Provide bilingual translation on as needed basis.

To request technical assistance, please contact the Development Services Department Development Services Manager at:

Development Services Manager  
Development Services Department  
460 N. Euclid Avenue  
Upland, CA 91786  
(909) 931-4146

## **I. Comments and Complaints**

### **1. Comments**

Citizens or the City government, as well as agencies providing services to the community, are encouraged to state or submit their comments in the development of the Consolidated Plan Documents and any amendments to the Consolidated Plan. Written and verbal comments received at public hearings or during the comment period, will be considered and summarized, and included as an attachment to the City's final Consolidated Plan. Written comments should be addressed to:

Development Services Manager  
Development Services Department  
460 N. Euclid Avenue  
Upland, CA 91786  
(909) 931-4146

A written response will be made to all written comments within ten working days, acknowledging the letter and identifying a plan of action, if necessary. Every effort

will be made to send a complete response within 15 working days to those who submit written proposals or comments.

Copies of the complete final Consolidated Plan and amendments to it will be available to residents at the following locations:

City Hall  
Development Services Department  
460 N. Euclid Avenue  
Upland, California 91786

## **2. Complaints**

A complaint regarding the Consolidated Planning process and Consolidated Plan amendments must be submitted in writing to the Development Services Department, Development Services Manager. A written response will be made to written complaints within 15 working days, acknowledging the letter and identifying a plan of action, if necessary.

The City will accept written complaints provided they specify:

- The description of the objection, and supporting facts and data; and
- Provide name, address, telephone number, and a date of complaint.

## **J. Language Access**

When a significant number of people speak and read a primary language other than English, translation services at public hearings will be provided in such language if translation services are requested in advance at least 48 hours prior to the public meeting. Requests should be addressed to the Development Services Department Development Services Manager. The Development Services Department Development Services Manager may be reached at:

Development Services Manager  
Development Services Department  
460 N. Euclid Avenue  
Upland, CA 91786  
(909) 931-4146

## **K. Appeals**

Appeals concerning the Consolidated Plan, statements, or recommendations of the staff should be made to the following persons in the order presented:

- Development Services Manager
- Development Services Director
- City Manager
- City Council

- Los Angeles Area Office of HUD (if concerns are not answered)

## **L. CDBG Disaster Recovery (CDBG-DR)**

In the event of a federally-declared major disaster or emergency for which the City of Upland is to receive and administer HUD disaster recovery assistance pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act and related Congressional Appropriations, either directly from HUD or through the State of California, the following citizen participation requirements shall apply to the development of Action Plans and Substantial Amendments to Action Plans for disaster recovery:

1. Before the City adopts the Action Plan for a disaster recovery grant or any substantial amendment to a disaster recovery grant Action Plan, the City will publish the proposed plan or amendment on the City website and will cross-reference with any additional disaster recovery websites established to provide information to the public concerning assistance that may be available.
2. The City and/or subrecipients will notify affected citizens through USPS and/or electronic mailings, press releases, public service announcements, public notice(s), and/or through social media.
3. The City will ensure that all citizens have equal access to information about the programs, including persons with disabilities and Limited English Proficiency (LEP) persons. Program information will be made available in the appropriate languages for the City.
4. Subsequent to publication of the Action Plan or substantial amendment, the City will provide a reasonable opportunity of at least seven (7) days for receiving comments, or a longer period as prescribed by the Federal Register Notice governing administration of the HUD disaster recovery assistance.
5. The City will take comments via USPS mail to: Development Services Manager, Development Services Department, 460 N. Euclid Avenue, Upland, CA 91786.
6. In the action plan, the City will specify criteria for determining what changes in the City's plan constitute a substantial amendment to the plan. At a minimum, the following modifications will constitute a substantial amendment: a change in program benefit or eligibility criteria; the addition or deletion of an activity; or the allocation or reallocation of a monetary threshold of more than \$750,000.
7. A public website shall be established and publicized specifically for the disaster. Initially, the City's CDBG website may be used at: <https://www.cityofUpland.us/98/Community-Development-Block-Grant-Program>. The website shall contain the Action Plan (including all amendments); each Quarterly Performance Report (QPR); procurement policies and procedures; executed contracts; status of services or goods currently being procured by the City (e.g., phase of the procurement, requirements for proposals, etc.).
8. The City will consider all written comments regarding the Action Plan or any substantial amendment. A summary of the comments and the City's response

to each comment will be provided to HUD or the State with the Action Plan or substantial amendment.

9. The City will provide a timely written response to every citizen complaint. The response will be provided within 15 working days of the receipt of the complaint, to the extent practicable.
10. The City will notify HUD when it makes any plan amendment that is not substantial. HUD or the State will be notified at least five business days before the amendment becomes effective.

## **M. Anti-Displacement and Relocation**

The City's Anti-displacement and Relocation Plan describes how Upland will assist persons who must be temporarily relocated or permanently displaced due to the use of HUD CPD funds. This plan takes effect whenever the City funds projects that involve the following:

- Property acquisition;
- Potential displacement of people from their homes and the need to relocate people (either permanently or temporarily); and
- The demolition or conversion of low- and moderate-income dwelling units.

### **1. Background**

Two acts apply whenever any of the above issues are present: The Uniform Relocation Assistance and Real Property Policies Act of 1970 (URA) and Section 104(d) of the Housing and Community Development Act of 1974. Each of these acts places different obligations on the City.

The URA governs the processes and procedures which the City and the Finance Department must follow to minimize the burden placed on low- and moderate-income tenants, property owners, and business owners who must move (either temporarily or permanently) as the result of a project funded in whole or in part by the CDBG program. The URA applies to:

- Displacement that results from acquisition, demolition, or rehabilitation for HUD-assisted projects carried out by public agencies, nonprofit organizations, private developers, or others;
- Real property acquisition for HUD-assisted projects (whether publicly or privately undertaken);
- Creation of a permanent easement or right of way for HUD-assisted projects (whether publicly or privately undertaken); and
- Work on private property during the construction of a HUD-assisted project even if the activity is temporary.

### **2. What is Displacement?**

Displacement occurs when a person moves as a direct result of federally assisted acquisition, demolition, conversion, or rehabilitation activities, because he or she is:

- Required to move; or
- Not offered a decent, safe, sanitary and affordable unit in the project; or
- Treated “unreasonably” as part of a permanent or temporary move.

A person may also be considered displaced if the necessary notices are not given or provided in a timely manner and the person moves for any reason.

### **3. What is a Displaced Person?**

The term *displaced person* means any person that moves from real property or moves his or her personal property from real property permanently as a direct result of one or more of the following activities:

- Acquisition of, written notice of intent to acquire, or initiation of negotiations to acquire such real property, in whole or in part, for a project;
- Rehabilitation or demolition of such real property for a project; and
- Rehabilitation, demolition, or acquisition (or written notice of intent) of all or a part of other real property on which the person conducts a business or farm operation, for a project.

Upland offers advisory and financial assistance to eligible tenants (or homeowners) who meet the above definition.

### **4. Persons Not Eligible for Assistance**

A person is not eligible for relocation assistance under the provisions of the URA if any of the following occurs:

- The person was evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local law, or other good cause. However, if the person was evicted only to avoid the application of URA, then that person is considered displaced and is eligible for assistance;
- The person has no legal right to occupy the property under State or local law;
- The City determines that the person occupied the property to obtain relocation assistance and the HUD Field Office concurs in that determination;
- The person is a tenant-occupant that moved into the property after a certain date, specified in the applicable program regulation, and, before leasing and occupying the property, Upland or its subgrantee

provided the tenant-occupant written notice of the application for assistance, the project's impact on the person, and the fact that he or she would not qualify as a "displaced person" because of the project;

- The person is a tenant-occupant of a substandard dwelling that is acquired or a tenant-occupant of a dwelling unit to which emergency repairs are undertaken and the HUD field office concurs that:
  - Such repairs or acquisition will benefit the tenant;
  - Bringing the unit up to a safe, decent, and sanitary condition is not feasible;
  - The tenant's new rent and average estimated monthly utility costs will not exceed the greater of: the old rent/utility costs or 30 percent of gross household income; and
  - The project will not impose any unreasonable change in the character or use of the property.
- The person is an owner-occupant of the property who moves because of an arm's length acquisition;
- Upland or its subgrantee notifies the person that they will not displace him or her for the project; and
- The person retains the right of use and occupancy of the real property for life following the acquisition.

Upland determines that the person is not displaced as a direct result of the acquisition, rehabilitation, or demolition for the project and the HUD field office concurs in the determination.

## **5. Minimizing Displacement**

Upland will take reasonable steps to minimize displacement occurring as a result of its CDBG activities. This means that the Development Services Department will:

- Consider if displacement will occur as part of funding decisions and project feasibility determinations;
- Assure, whenever possible that occupants of buildings to be rehabilitated are offered an opportunity to return;
- Plan substantial rehabilitation projects in "stages" to minimize displacement; and
- Meet all HUD notification requirements so that affected persons do not move because they have not been informed about project plans and their rights.

## **6. Anti-Displacement Policy**

The City seeks to minimize, to the greatest extent feasible, the displacement, whether permanently or temporarily, of persons (families, individuals, businesses, nonprofit organizations, or farms) from projects funded with CDBG involving single- or multi-family rehabilitation, acquisition, commercial rehabilitation, demolition, economic development, or capital improvement activities.

Projects that Upland deems beneficial but that may cause displacement may be recommended and approved for funding only if Upland or its subgrantee demonstrates that such displacement is necessary and vital to the project and that they take efforts to reduce the number of persons displaced. Further, they must clearly demonstrate that the goals and anticipated accomplishments of a project outweigh the adverse effects of displacement imposed on persons who must relocate.

## **7. Displacement Assistance**

Consistent with the goals and objectives of the CDBG program, Upland will take all reasonable steps necessary to minimize displacement of persons, even temporarily. If displacement occurs, the City will provide relocation assistance to all persons directly, involuntarily, and permanently displaced according to HUD regulations.

If Upland temporarily displaces a low- or moderate-income household, that household becomes eligible for certain relocation payments. The assistance applies to those persons residing in the residence at the time the application is processed and is based on the following procedures:

- If the structure and its occupants are determined eligible for temporary relocation assistance, the owner-occupants and tenants are eligible for the actual reasonable cost (based on fair market rent) of temporary lodging facilities until the structure is determined habitable by Upland's housing inspector;
- Upland must approve housing and the Lessor and Lessee must sign a rent agreement before move-in. Housing must be comparable functionally to the displacement dwelling and decent, safe, and sanitary. This does not mean that the housing must be in comparable size. The term "functionally equivalent" means that it performs the same function, has the same principal features present, and can contribute to a comparable style of living. Approved lodging accommodations include apartments and houses. Upland does not reimburse "rental expenses" for living with a friend or family member;
- Either Upland will provide the owner-occupants and tenants a direct payment for moving expenses (to and from temporary housing) and storage costs, or Upland will arrange moving and storage of furniture with a moving company. If Upland makes a direct payment, complete

documentation and receipts are necessary to process claims when storage costs exceed the amount assumed by the direct payment;

- Damage deposits, utility hookups, telephone hookups and insurance costs are not eligible for reimbursement; and
- The City may pay the cost of relocation assistance from Federal funds or funds available from other sources.

## **8. One-For-One Replacement Dwelling Units**

Upland will generally avoid awarding funds for activities resulting in displacement. However, should Upland fund an activity, specific documentation is required to show the replacement of all occupied and vacant dwelling units demolished or converted to another use. Upland will assure that relocation assistance is provided as described in 24 CFR 570.606(b)(2).

Before obligating or expending funds that will directly result in such demolition or conversion, Upland will make public and submit to the HUD field office the following information in writing:

- A description of the proposed assisted activity;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income units;
- A time schedule for the commencement and completion of the demolition or conversion;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units;
- The source of funding and a time schedule for the provision of replacement dwelling units; or
- The basis for concluding that each replacement dwelling unit will remain a low- and moderate-income unit for at least ten years from the date of initial occupancy.

Consistent with the goals and objectives of the CDBG program, Upland will take all reasonable steps necessary to minimize displacement of persons from their homes. The City will avoid funding projects that cause displacement of persons or businesses and will avoid funding any project that involves the conversion of low- and moderate-income housing to non-residential purposes.

## **9. Decent, Safe and Sanitary Dwelling**

The basic definition is found at 49 CFR 24.2(1). The term decent, safe, and sanitary dwelling means a dwelling that meets the following standards and any other housing and occupancy codes that are applicable. It will:

- Be structurally sound, weather tight, and in good repair;

- Contain a safe electrical wiring system adequate for lighting and other devices;
- Contain a safe heating system capable of sustaining a healthful temperature for the displaced person;
- Be adequate to accommodate the displaced person. There will be a separate, well lit, ventilated bathroom that provides privacy to the user and contains a toilet, sink, and a bathtub or shower, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. There should be a kitchen area that contains a fully usable sink, properly connected to hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator;
- Contain unobstructed egress to safe, open space at ground level;
- For a mobility-impaired person, be free of any barriers that would preclude reasonable ingress, egress, or use of the dwelling by such person. This requirement will be satisfied if the displaced person elects to relocate to a dwelling that they select and the displaced person determines that they have reasonable ingress, egress, and the use of the dwelling; and
- Comply with lead-based paint requirements of 24 CFR Part 35.

## **N. Real Property Policies**

The City and its CDBG subrecipients must follow specific guidelines regarding the acquisition and use of real property funded in whole or in part with CDBG funds.

### **1. Use of Real Property**

The following standards apply to real property within the recipient's control and acquired or improved, in whole or in part, using CDBG funds. These standards will apply from the date funds are first spent for the property until five years after the project is audited and closed.

A recipient may not change the use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient gives affected citizens reasonable notice of, and opportunity to comment on, any such proposed change, and either:

- The use of such property qualifies as meeting a national objective and is not a building for the general conduct of government;
- The requirements in the paragraph below are met;
- If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of property to a use that does not qualify under the above paragraph, it may retain or dispose of the property. The Upland CDBG program must be reimbursed in the amount of the current fair market value of the property less any portion

attributable to expenditures of non-federal funds for the acquisition of and improvements to the property;

- If the change of use occurs within five years of the project being audited and closed, income from the disposition of the real property will be returned to the Upland CDBG program; and
- Following the reimbursement of the federal program pursuant to the above paragraph of this section, the property is no longer subject to any federal requirements.

## **2. Real Property Acquisition**

All real property acquisition activities described in this section and funded in whole or in part with CDBG funds and all real property that must be acquired for an activity assisted with Federal funds, regardless of the actual funding source for the acquisition, are subject to the URA (as amended).

## **3. What is Real Property Acquisition?**

Real property acquisition is any acquisition by purchase, lease, donation, or otherwise, including the acquisition of such interests as rights-of-way and permanent easements.

HUD Handbook 1378 and 49 CFR Part 24 currently contains such regulations. These regulations detail a standard procedure for acquiring property and methods of determining a purchase price and outline other documents that must be provided to Upland before disbursement of funds. These regulations further require the applicant to provide relocation payments and assistance to any business or residential occupant of the property whom the acquisition will displace.

## **4. Eligible Activities**

Upland or its sub-grantee may acquire real property for a project using CDBG funds where the proposed use of the acquired property will be an activity that the City can demonstrate as beneficial to low- and moderate-income persons.

## **5. Environmental Review Process (24 CFR Part 58)**

HUD requires that all real property acquisition projects be reviewed before the commitment of Federal funds to assess the impact of a project on the environment. Upland will undertake this review process. The applicant should be aware, however, that this review process may delay the date by which CDBG funds may be available and, in case of serious adverse environmental impacts, may effectively stop a project.

**PUBLIC WORKS COMMITTEE MEETING  
OCTOBER 8, 2019**

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**CONCLUSION/ACTION SUMMARY**

In attendance: Committee Chairperson Velto, Committee Member Felix, Council Member Zuniga, Interim City Manager/Public Works Director Hoerning, and Recreation Services Manager Story

1) **ORAL COMMUNICATIONS**

Dylan White, presented a skate park video and provided comments about the current park operations.

Todd McDunough, spoke about the need for expanded hours to provide more opportunity to skate and provided suggestions regarding the availability of safety equipment and the elimination of fees.

Darrel Sieberling, indicated he was a Street Skater and that the requirement for the pads isn't appropriate for Street Skating

Johnathon Selazu, requested expanding the skating hours and expressed concerns about the full pad rules.

Paul Gilkey, stated kids want to skate and play and felt that if more opportunities to skate were provided kids would not turn to drugs.

2) **UPDATE ON USE OF SKATE PARK LOCATED AT MEMORIAL PARK,** Recreation Services Manager Story presented the staff report to the Committee. The Committee directed staff to continue to develop options with a focus group of skaters and return to the Committee with an update for possible recommendations to the City Council.



## Public Works Committee Meeting

October 8, 2019

5:00 PM

Pinky Alder Room - City Hall

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1. ORAL COMMUNICATIONS
  2. UPDATE ON USE OF SKATE PARK LOCATED AT MEMORIAL PARK

**NOTE:** All Agenda items and back-up materials are available for public review at the Upland Public Library, downstairs reference desk at 450 North Euclid Avenue, the City Clerk's Office at 460 North Euclid Avenue and the City website at [www.ci.upland.ca.us](http://www.ci.upland.ca.us), subject to staff's ability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 909.931.4120. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

**POSTING STATEMENT:** On October 3, 2019, a true and correct copy of this agenda was posted on the bulletin boards at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall).



## STAFF REPORT

**ITEM NO. 2.**

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**DATE:** October 8, 2019  
**TO:** PUBLIC WORKS COMMITTEE MEMBERS  
**FROM:** ROSEMARY HOERNING, INTERM CITY MANAGER  
**PREPARED BY:** DOUG STORY, RECREATION MANAGER  
**SUBJECT:** UPDATE ON USE OF SKATE PARK LOCATED AT MEMORIAL PARK

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### **RECOMMENDED ACTION**

It is recommended that the Public Works Committee provide a recommendation to City Council regarding Memorial Park Skate park operations options.

### **GOAL STATEMENT**

The proposed action supports the City's goal to promote the use and management of open space assets and to provide opportunities for recreational programs for the community.

### **BACKGROUND**

The 10,500 square foot Upland Community Foundation Skate Park ("skate park") was built in 2002 in the southern portion of Memorial Park, located just behind the south baseball field adjacent to the parking lot of the Landecena Building. The unique features of the Upland skate park make it a sought after destination in the skateboarding community. Equipped with one of the only full vertical pipe features in California it offers amenities for the advanced skateboard rider as well as transition, vertical, street, and flat elements for those learning the sport.

Closures of the skate park began in November of 2016 when Public Works scheduled maintenance at the park and the Police Department worked aggressively towards removing criminal activity from Memorial Park. The closure of the park allowed Public Works to address maintenance repairs and allowed the Police Department to focus attention on other criminal activities throughout the entire park. At that time, other community organizations worked in partnership with the Police Department and City personnel to offer housing solutions to people potentially in need of assistance who were frequenting the park. The skate park was reopened in May of 2017 for several months, but was closed once again in late 2017.

At the City Council meeting on April 9, 2018 it was unanimously approved to reopen the skate park and to allocate funds to have part-time city employees staffing the skate park. All participants are required to sign a waiver and pay an annual one-time registration fee for entrance into the park. The skate park operates on weekends between 10:00 a.m. and 8:00 p.m., as well as Monday, Wednesday, and Fridays afterschool from 2:00 p.m. to 8:00 p.m.

The skate park was reopened in July of 2018 and has been operating under the supervision of the Recreation Division, which has been collecting the fees to offset the cost of staffing.

## **ISSUES/ANALYSIS**

A request was made to review the current Skate Park operations and consider options to expand the Skate Park operational hours to allow community more accessible recreation time at the facility.

### Hours of Operation

During regular hours of operation, a City staff member is assigned to monitor the park and surrounding areas, ensure participants have waivers, are wearing protective gear, and have paid the usage fee. Some of the skateboard community members have requested to have the operational hours extended. Under the current operational format, additional part-time staff hours would be required to check the basic rules of the park. If additional hours of operation are provided the budget for part-time salary for the Recreation Department would need to be increased accordingly. As such, it is anticipated the City would need to hire new part-time staff to provide this service to ensure staff do not exceed their allocated weekly hours.

### City Ordinance Requires Pads

Health and Safety Code § 115800 generally provides that skateboarding at a publicly owned skateboard park that is unsupervised is a "hazardous recreational activity" so long as the public entity requires "helmet, elbow pads, and knee pads" and posts notice of the requirement at the park.

California Government Code 831.7 public agencies are generally immune from liability under Section 831.7 of the Government Code from claims by anyone "who knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury to himself or herself and was voluntarily in the place of risk, or having the ability to do so failed to leave, for any damage or injury to property or persons arising out of that hazardous recreational activity." (Emphasis added.)

As part of the City's efforts to provide a safe environment, as well as meet the requirements of the above stated Health and Safety Code, signs requiring the use of protective padding and helmets are required for the use of an unsupervised skate park.

Signs at the entrance of the park dictate the rules for use of the park such as: functional and protective helmets, knee pads, and elbow pads are required to be worn properly at all times, skateboard and inline skates only. Listed is also the Upland Municipal Codes 3900.4 and 1200.1 regarding the use of the skate park and the enforcement of citations for violations of the posted rules.

Some skate park facilities in Southern California cities have allowed for participants 18 years and older to only wear helmets and not require elbows and knee pads. Participants under the age of 18 are required to wear full protective padding, including helmet, elbow pads, and knee pads. Some participants in the skateboard community are requesting to revisit the ordinance in regards to knee pads and elbow pads for participants over the age of 18.

City Attorney staff are guiding the implementation of the safety pad policy as it pertains to all City Municipal Codes, CA State Government Codes, and Health and Safety Codes.

### Usage Fees

At this time, the fees collected to use the skate park are as follows:

Annual Adult Pass	\$35
Annual Adult Pass (Upland Resident	\$30
Annual Youth Pass	\$25
Annual Youth Pass (Upland Resident)	\$20
Daily Pass	\$5

The amount of fees collected has not significantly offset the cost of staffing. To date, we have collected roughly \$4,000 in usage fees. The number of users at the park has decreased. Many members of the skate park community attribute the fee schedule as one of the reasons for lower usage. Many have requested to eliminate the requirement of a usage fee and have the park open to the public for free. The cost of staffing for the current operating schedule, is incorporated in the approved budget for part-time salaries and the projected revenue for the skate park would have little impact on the overall revenue projection for the department.

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### Calls for Service

Prior to the reopening last year, numerous calls for police/medical service at the skate park were documented. From January 1, 2015 through December 31, 2017, there were 733 calls for service. This time period accounts for a total of 36 months; the skate park was open for 26 of those months, and accounts for the approximate 10 months of closures in 2016 and 2017. Calls for service include: narcotics calls, stolen property calls, subject checks, and extra patrols for safety equipment violators, disturbance calls, etc. Each of these calls can take a various amount of time to complete, but with the issuance of citations and/or arrests, the officer can be involved with a call for several hours at a time.

Since the July 1, 2018 reopening of the skate park which included the presence of staff during the operation of the skate park facility, there have been 55 calls for police/medical service to the skate park. Calls for service include disturbance, fire, fireworks, medical assistance, subject checks, trespassing, etc. Majority of the service calls did not involve any of the skate park participants, rather, the calls involved park patrons who were in and around the skate park at the time of the call. No fights or disturbances occurred while the skate park was open. Occurrences involving minor injuries have transpired at the skate park, where part-time staff have assisted with first-aid administration and have contacted emergency medical services when required. Part-time staff have been trained by the Police Department on what issues to call for police service and what to observe. This presence by City staff has been

beneficial for Memorial Park as a whole as they have been able to help park visitors with minor issues as well as relay accurate information to the community regarding recreation events and policies.

With City staff in the park, the calls for service have been significantly reduced, decreasing the amount of time and money required for the Police Department to follow up on non-emergency and emergency calls.

### **FISCAL IMPACTS**

The approved budget for staff costs is sufficient to cover the part time salaries for workers during the current operating hours.

If the skate park hours were expanded and having a staff presence was desired, additional funds would be required. As was noted having a presence in Memorial Park near this facility has been beneficial in significantly reducing the number of calls for service. Thus, decreasing the amount of time and money required for the Police Department to follow up on non-emergency and emergency calls. It is anticipated that an additional \$15,000 may be required for additional staffing.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS:**

## **Chapter 12.36 USE OF CITY SKATE PARK FACILITIES MUNICIPAL CODE**

Upland Municipal Code						
Up	Previous	Next	Main	Collapse	Search	Print
<a href="#">Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES</a>						

## Chapter 12.36 USE OF CITY SKATE PARK FACILITIES

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### 12.36.010 Purpose.

It is the purpose of this chapter to establish regulations for the safe use of designated skateboard/skating areas within the city. (Prior code § 3900.1)

### 12.36.020 Definitions.

For the purposes of this chapter, words, phrases and terms used herein shall have their ordinary meaning, unless otherwise provided as follows:

“Roller skates” or “in-line skates,” including Rollerblades, means any shoe, boot or other footwear to which one or more wheels are attached.

“Skateboard” means any platform of any composition or size to which two or more wheels four inches or less in diameter are attached, which is intended to be ridden or propelled by one or more persons standing or kneeling upon it, and to which there is not affixed any seat or any other device or mechanism to turn or control the wheels.

“Skateboard/skating area” means a public skateboard park as that term is used in California [Health and Safety Code](#) Section 115800(d)(1), or any successor provision thereto, and includes any facility, structure or area designated by resolution of the city council as a skateboard/skating area in which skateboarding, in-line skating and/or roller skating is permitted pursuant to the provisions of this chapter. (Prior code § 3900.2)

### 12.36.030 Designated skateboard/ skating areas.

The city council may, from time to time, designate by a resolution certain areas as a skateboard/skating area. (Prior code § 3900.3)

### 12.36.040 Liability.

The use of any skateboard/skating area is a hazardous recreational activity within the meaning of California [Government Code](#) Section 831.7. Subject to the provisions of that code section, the city may not be held liable for an injury incurred by any person participating in any such hazardous recreational activity. Skateboard/skating areas are not regularly supervised and all users assume all risks of injury in utilizing such areas. (Prior code § 3900.4)

### 12.36.050 Regulations applicable to the use of designated skateboard/skating areas.

- A. No person shall skate or skateboard, or otherwise be present within any skateboard/skating areas, at all times other than those established as the hours of operation. Hours of operation shall be posted. The hours are subject to change without prior notice.
- B. No person shall use any skateboard/skating area for any use other than skateboarding and skating.

- C. Each person using any skateboard/skating area must wear a shirt and proper safety equipment including a helmet, elbow pads and kneepads. All such safety equipment must be functional and protective, properly sized and designed for skating or skateboarding purposes. Soft-sided shoes must be worn by skateboarders.
- D. No person shall ride or use any wheeled devices other than roller skates, in-line skates, or skateboards within any skateboard/skating area. Use of any other wheeled devices including, but not limited to, bicycles, scooters, unicycles, go-carts, or wagons is prohibited.
- E. No person shall possess or use alcohol or illegal drugs within a skateboard/skating area or in surrounding park areas. Tobacco products are prohibited in the skateboard/skating area.
- F. No person shall litter in any skateboard/skating area. All persons using a skateboard/skating area must place any trash created or brought to the skateboard/skating area in refuse containers provided by the city. If the city provides no refuse container, each person shall be responsible for removing and disposing of such items in an appropriate manner.
- G. No person shall cause graffiti or tagging in or upon any skateboard/skating area or anywhere in the surrounding park areas.
- H. No person shall ride, or permit to be ridden, any skateboard or skates in a skateboard/skating area in a reckless manner or with willful disregard for the safety of persons or property.
- I. No person shall skate on the curbs, sidewalk, fences, railings and/or driveway of any city-owned area surrounding or adjoining a skateboard/skating area.
- J. Glass containers or other glass products are prohibited within a skateboard/skating area.
- K. No ramps, jumps or other obstacles may be placed in any skateboard/skating area.
- L. No skateboard/skating area may be used if any hazardous condition exists, including, but not limited to, inclement weather conditions, and/or significant cracks, breaks or other irregularities in the skating surface of the skateboard/skating area that are visible to the user.
- M. All organized events utilizing a skateboard/skating area are prohibited without the prior written approval of the chief of police.
- N. No animals are allowed in any skateboard/skating area.
- O. Personal stereos, earphones and headphones are prohibited within any skateboard/skating area.
- P. The city is not responsible for items which are lost or stolen within any skateboard/skating area.
- Q. Any person suffering an injury within a skateboard/skating area must promptly report the injury to the city human resources/risk management department. (Prior code § 3900.5)

#### **12.36.060 Signs required.**

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In order to provide reasonable notice to the public, signs referring to this chapter shall be posted in one or more conspicuous areas at or near the entrance to each of the skateboard/skating area, setting forth the rules and regulations established herein, including prohibited activities, and stating that any person failing to comply with any provision of this chapter shall be subject to citation. (Prior code § 3900.6)

#### **12.36.070 Violations, penalties and enforcement.**

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Any person violating any of the provisions of this chapter shall be subject to removal from a skateboard/skating area, and such violation shall be punishable as an infraction as provided in Section 1.16.020 of the Upland Municipal Code. (Prior code § 3900.7)



## STAFF REPORT

**ITEM NO. 14.A.**

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**SUBJECT:** APPROVAL OF LABOR AGREEMENT WITH UPLAND CITY EMPLOYEES ASSOCIATION

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a Resolution approving a Memorandum of Understanding (MOU) with the Upland City Employees Association (UCEA).

### **GOAL STATEMENT**

The proposed action supports the City's goal to provide Upland employees with a fair compensation and benefit package, which will assist in the effort to recruit and retain the best employees and foster and maintain harmonious labor relations with all City of Upland employee groups.

### **BACKGROUND**

In approximately July 2017, the City made an initial proposal to the Upland City Employees Association (UCEA) for a five-year term. Since that time, bargaining has occurred intermittently, until the City made a Last, Best and Final Offer to the Association in July 2018.

On December 11, 2018, the City notified UCEA by email of its declaration of Impasse. In response, UCEA filed a factfinding request. A hearing was held on April 15, 2019 at Upland City Hall, where all parties were afforded an opportunity to present evidence, testimony, and argument as to their respective positions.

Subsequent to the close of the hearing, a post hearing process was undertaken, which concluded with a Factfinding Report and Recommendation. At the regular meeting of the Upland City Council on July 22, 2019 the Council directed the City Manager to reopen negotiations with the UCEA.

The following items represent the major changes to the memorandum of understanding:

- The term of the contract is for a period ending June 30, 2022.
- A one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2017 of 1% (one percent) of their annual base salary as of July 1, 2017. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
- A one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2018 of 1% (one percent) of their annual base salary as of July 1, 2018. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
- Effective the pay period beginning August 11, 2019, following MOU ratification by UCEA and City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.
- Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.
- Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.
- Effective January 1, 2020, the City will contribute to a maximum of \$1,267 per month towards benefits. Unused amounts will be forfeited.
- No cash-in-lieu will be allowed effective January 1, 2020.
- Effective September 1, 2019, the City will contribute \$100 per month in deferred compensation on behalf of each employee in the unit. Employees may add additional contributions voluntarily.
- Effective July 1, 2019, in December of every year, General employees may be paid in cash for up to 60 hours of unused vacation if they have used at least 40 hours of vacation during the preceding year.
- Effective, July 1, 2019, employees in the unit may be reimbursed up to \$100 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.
- Classic Employees hired after January 1, 2020 shall cost share with the City by contributing 1.4% of CalPERS employer contribution
- Incorporating language, previously approved in a side letter agreement, for certification pay for employees assigned to the Water Division.

In addition, there were several changes to the language in the MOU that were added to reflect changes in the law or for clarification. These changes resulted in no additional cost to the City.

## **ISSUES/ANALYSIS**

Pending Council action, the City will have reached agreement with UCEA. This agreement is consistent with direction received from the City Council prior to and during the negotiation process. The agreement was ratified by the membership of the UCEA and presented as a pre-authorized proposal.

## **FISCAL IMPACTS**

The fiscal impact of this agreement for Fiscal Year 2019-20 is estimated to be approximately \$525,000. No additional appropriations are required at this time as eight (8) months of the adopted Fiscal Year 2019-20 budget is available for use. It is expected that upon the official close of Fiscal Year 2018-19, there will be a budget surplus significant enough to cover the additional costs resulting from the approved MOU. Additional required appropriations will be addressed at mid year.

## **ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Resolution Adopting MOU with UCEA**

**UCEA MOU Redline**

**UCEA MOU**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE UPLAND CITY EMPLOYEES ASSOCIATION

Intent of the Parties and Findings

(i) It is the policy of the City of Upland to compensate its employees in a fair and equitable manner for their efficient and faithful service; and

(ii) The City opened negotiations with the duly authorized representatives of the Upland City Employees Association and have reached Agreement to amend the current Memorandum of Understanding through June 30, 2022.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. The recitals above are found to be true and adopted as findings.

Section 2. The City Council hereby approves the Memorandum of Understanding between the City of Upland and the Upland City Employees Association, attached hereto and incorporated herein by reference, and authorizes the Mayor to execute the Memorandum of Understanding.

Section 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 14<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Upland held on the 14<sup>th</sup> day of October, 2019, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINED:

ATTEST: \_\_\_\_\_  
Keri Johnson, City Clerk



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

**BETWEEN**

**THE CITY OF UPLAND**

**AND**

**THE UPLAND CITY EMPLOYEES ASSOCIATION**

*July 1, ~~2015~~2017 to June 30, ~~2017~~2022*

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF UPLAND  
AND  
THE UPLAND CITY EMPLOYEES ASSOCIATION (UCEA)  
JULY 1, ~~2015-2017~~ – JUNE 30, ~~2017~~<sup>2022</sup>**

**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~~City) and the Upland City Employees Association (hereinafter referred to “UCEA”).

**ARTICLE 2 – RECOGNITION**

The City hereby formally recognizes the UCEA as the representative for those employees in the General 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 - DEFINITIONS**

- A. Bargaining Unit – The term “bargaining unit” as used in this MOU refers to the General Employees Unit.
- B. Calendar Year – The term “calendar year” as used in this MOU refers to the period of twelve (12) consecutive months commencing on ~~July 1~~January 1 and ending on ~~June~~December 31~~30~~.
- C. Day – The term “day” as used in this MOU refers to a calendar day, unless specified otherwise.

- D. Emergency – The term “emergency” as used in this MOU means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.
- E. Part-Time Employee: The term “part-time employee” as used in this MOU refers to a Regular Part-Time Employee. The term “regular part-time employee” as used in this MOU refers to an employee who is salaried, receives benefits according to approved hours, and whose position is budgeted at less than full time.
- F. Seniority – For the purpose of this MOU, “seniority” shall be determined by length of continuous service within the City. The determination of seniority shall not be affected by sick leave, vacation or other authorized leaves of absences.
- G. Seniority Within Classification – For the purpose of this MOU, “seniority within classification” will be considered for purposes of scheduling vacations, shift assignments, transfers, overtime and whenever specifically designated within the existing provisions. Such seniority will prevail when all other factors are not significantly different. “All other factors” is defined as qualifications, skills, reliability and safety. It is not the intent of this provision to permit the bumping of less senior employees by more senior employees after an initial schedule is established.
- H. Working Day – The term “working day” mean the usual and customary length of an employees work schedule on a given day.

**ARTICLE 4 - MANAGEMENT RIGHTS**

The rights of the CITY include, but are not limited to the exclusive right to:

- A. Determine the mission of its constituent departments, commissions and boards;
- B. Set standards of service;
- C. Determine the procedure and standards for employment and promotion;
- D. Direct its employees;
- E. Relieve its employees from duty because of lack of work or for other lawful reasons;
- F. Maintain efficiency of government operations;
- G. Determine the methods, means and personnel by which government operations are to be conducted;
- H. Determine the content of job classifications;
- I. Take all necessary actions to carry out its mission in emergencies;
- J. Exercise complete control and discretion over its organization and the technology of performing its work;
- K. To discharge, suspend, demote, reprimand, withhold salary increases or otherwise discipline employees for cause; and
- L. To establish employee performance standards, including, but not limited to, quality and quantity standards and to require compliance.

There are no provisions in this MOU that shall be deemed to limit or curtail the City in exercising its rights, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights.

Where required by law, the City agrees, prior to implementation, to meet and confer with the UCEA 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 UCEA and offer the UCEA 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 5 - EMPLOYEE RIGHTS**

The City shall afford regular employees the procedural safeguards as required by law and this MOU.

An employee shall have to the right to UCEA representation at any meeting with management when the employee reasonably anticipates that such meeting is for the purpose of disciplining the employee or is to obtain facts to support disciplinary action that is probable.

Any written rule which falls within the scope of Meyers-Milias-Brown Act (MMBA), established and promulgated by the City shall be posted in the affected department ten (10) work days prior to the effective date with a copy sent to the UCEA Representative.

**ARTICLE 6 -EMPLOYMENT STATUS**

- A. Probationary Period – All original appointments shall be tentative and with a probationary period of not less than one (1) year. All promotional appointments for general employees are tentative and have a probationary period of not less than six (6) months, with the exception of a promotion to a position in a different classification series, and then such probationary period will be one (1) year.
  
- B. Promotions/Appointments – The City will strive to fill vacant or new positions on a promotional basis with employees currently employed by the City of Upland.

**ARTICLE 7 - SALARY**

~~A. There shall be no salary increases during the term of this MOU; however, Effective the first full pay period following MOU ratification by the UCEA and approval by the City Council approval, the City shall issue: each unit employee shall receive a one-time distribution of \$500.00 (not credible for CalPERS retirement).~~

- ~~a. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2017 of 1% (one percent) of the employees annual base salary as of July 1, 2017. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.~~
- ~~b. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2018 of 1% (one percent) of the employees annual base salary as of July 1, 2018. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.~~

B. Effective the pay period beginning August 11, 2019, following MOU ratification by UCEA and City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.

C. Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.

D. Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.

**ARTICLE 8 - PERSONNEL FILES**

The City shall keep a central personnel file for each employee. Said central personnel file shall be maintained in the Human Resources Department. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary actions of termination, demotion, reduction in pay or suspension or be used in evaluating an employee’s fitness for promotion. Information in the supervisor’s working file may however, be used in performance evaluations provided that the information is not more than 18 months old or older than the last performance evaluation.

Upon 24 hours notice to Human Resources, an employee may inspect his/her central personnel file subject to the following:

- A. Inspection may occur during working hours at the time and in a manner mutually acceptable to the employee and the employee’s supervisor.

- B. Pre-employment information such as reference checks and responses, interview rating sheets, test results or information provided the City with the specific request that it remain confidential shall not be subject to inspection or copying.

**ARTICLE 9 – RETIREMENT BENEFITS**

Pension Reform Act of 2013:

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.

~~A. 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 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.~~

~~A. Two Tier Retirement: –PEPRA Members:~~

~~B. Pursuant to the Act, for “new members” herein referred to as PEPRA (Public Employees’ Pension Reform Act) 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” PEPRA 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.~~

~~D. For “new members” PEPRA members (as defined by the Act) hired after January 1, 2013, the employee shall pay the ~~higher of the classic member contribution or~~ one half of the total normal cost rate as defined by the Act as their employee retirement contribution.~~

B. Classic Employees – two groups

- 1) Classic Employees hired on or before December 31, 2019, in the The City of Upland provides its' General Employees unit are provided with membership in the California Public Employees Retirement System (CalPERS), 2.5% @ 55 retirement formula. The employee will pay the eight percent (8%) CalPERS employee/member contribution. Classic Employees hired after January 1, 2020 shall cost share with the City by contributing 1.4% of CalPERS employer contribution in addition to the 8% employee/member contribution.

2) 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.

3) 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 10– HEALTH INSURANCE – CAFETERIA PLAN**

### **A. Cafeteria Plan**

In accordance with "The City of Upland Cafeteria Plan", the City provides a 125 Flexible Benefit Plan ("the Plan"). The regular and intended effect of the Plan, under current law, is to enable employees to ~~choose between (a) the receipt of benefits~~ receive benefits which may not be subject to either State or Federal income tax ~~or (b) a cash benefit which is subject to tax, but is not included in the employee's hourly rate.~~

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans, that is, during open enrollment periods and when the employee's dependent status changes.

- 1) The City shall make a monthly contribution as set forth below to each eligible member of the unit to be used toward the Section 125 Cafeteria Plan. These funds shall only be used for qualified benefits as provided for in IRC Section 125. ~~Excess benefit dollars shall be added to each employee's taxable earnings.~~
- 2) All employees must enroll in one of the CalPERS<sup>[MHI]</sup> health program plans unless they submit to the City proof of comparable health coverage. The City may require additional proof of alternative coverage at any time.

- 3) Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance plan the City offers ~~through CalPERS.~~
- 4) Employees who meet the requirement shall be allowed to utilize their Section 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.

B. City Section 125 Benefit Contribution and Cash in Lieu

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

- 1) Employees hired prior to March 1, 2016 will receive the maximum benefits contribution allocation:  
~~The maximum amount of cash in lieu that an employee may receive is:~~
  - ~~a. Effective March 1, 2016, upon ratification by UCEA and City Council approval – \$1058.50.~~
    - a. Effective January 1, 2017 - \$1184.50
    - b. Effective January 1, 2020 - \$1267.00
- 2) ~~For e~~Employees hired on or after March 1, 2016, will receive a benefit contribution allocation in the dollar amount equal to 100% of the premium amount for the lowest medical plan in the employee only category. the City will contribute the following to the plan to a maximum of \$1,184.50 effective January 1, 2017, upon ratification by UCEA and City Council approval, \$1267.00 effective January 1, 2020 and thereafter:

a. Employee Only	100% of lowest cost plans for health, dental and vision
b. Employee plus one	100% of lowest cost plans for health, dental and vision
c. Family	100% of lowest cost plans for health, dental and vision

~~The maximum amount of cash in lieu that an employee may receive is the dollar amount equal to 100% of the premium amount for the lowest medical plan for employee only category.~~

Effective January 1, 2020, the Cash in Lieu benefit is eliminated.

~~C. Benefits Contribution~~

- ~~1) For employees hired prior after to March 1, 2016, the City will contribute up to the maximum of the following to the plan:~~
- ~~a. Effective March 1, 2016, upon ratification by UCEA and City Council approval—\$1058.50~~
    - ~~a. Effective January 1, 2017—\$1184.50~~
    - ~~b. Effective January 1, 2020—\$1267.00~~
- ~~2) For employees hired on or after March 1, 2016, the City will contribute the following to the plan to a maximum of \$1058.50 effective March 1, 2016, upon ratification by UCEA and City Council approval for 2016 and \$1184.50 effective January 1, 2017 and thereafter:~~

The employee must pay the difference between the City’s contribution and the actual premium of the plan selected, if any. The City reserves the right to change medical carriers. In the event of a change, the City agrees to meet and confer prior to any change.

**ARTICLE 11 - HEALTH INSURANCE WHILE ON WORKERS’ COMP.**

If an employee is injured on-the-job and is unable to return to work for more than 180 days, the City will pay health insurance premiums for the employee and his/her family for a maximum of twelve months or termination of employment, whichever comes first. Employee is responsible for the first 180 days.

**ARTICLE 12 – RETIREE HEALTH INSURANCE REIMBURSEMENT**

- A. The City shall contribute monthly on behalf of each retiree ~~enrolled in the Public Employees’ Medical and Hospital Care Act (PEMHCA)~~ the amount set forth in the table below. ~~To the extent that the amount reflected in the table below exceeds the PERS statutory minimum, the City shall reimburse such excess amount directly to the retiree.~~ An additional \$45 per month allowance is provided for spouse if the spouse is covered under the retiree’s insurance.
- B. FOR RETIREES IN OTHER THAN CALPERS MEDICAL: The City shall reimburse monthly each retiree the amount of his or her retiree medical premium, up to the amount set forth in the table below. An additional \$45 per month allowance is provided for spouse if the spouse is covered under the retiree’s insurance.

YEARS OF SERVICE	<u>City’s Monthly Payment - Retirees in PERS Medical</u> RETIREE ONLY	<u>City’s Monthly Payment - Retirees in PERS Medical</u> RETIREE PLUS SPOUSE	<u>City’s Monthly Reimbursement - Retirees in other than PERS Medical</u>
------------------	--	---	---

10 - 14 years of service	PERS statutory minimum	PERS statutory minimum	\$72.57
15 - 19 years of service	PERS statutory minimum	\$141.81 per month	\$96.81
20 - 24 years of service	PERS statutory minimum	\$166.05 per month	\$121.05
25 + years of service	\$145.14 per month	\$190.14 per month	\$145.14

The provisions of this article above shall only apply to bargaining unit members hired on or before March 1, 2016. ~~For bargaining unit members hired after March 1, 2016, the City's retiree health contribution will be limited to the CalPERS statutory minimum as provided each year in the PEMHCA for those retirees in enrolled in PEMHCA, only.~~ To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance within 120 days from separation.

**ARTICLE 13 – 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:

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

This will be in addition to the existing benefit for Retiree Medical Insurance Reimbursement.

**ARTICLE 14 – 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 15 – 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 16 - DEFERRED COMPENSATION**

Effective September 1, 2019, the City will contribute \$100 per month in deferred compensation on behalf of each employee in the unit. The City offers a deferred compensation plan for employees. Employees may add additional contributions to contribute to voluntarily.

**ARTICLE 17 – BILINGUAL PAY**

A bilingual differential of \$100 per month shall be paid to certified employees assigned to those designated positions which normally require fluency in writing, reading and/or translating a second language, providing such proficiency was not required as a condition of employment. The bilingual pay will be granted only as long as the position continues to be designated as requiring bilingual proficiency or as long as an employee occupies such a designated position.

In order to receive the bilingual pay for a designated position, the employee must be certified by testing. Such testing will be arranged for by Human Resources.

Certified employees will receive the bilingual differential effective the day following notification that they have successfully been certified as bilingual. Immediately upon notification, the employee must maintain a log for a one-month period demonstrating that bilingual skills are utilized a substantial portion of the time. The log should include the date, duration and type of bilingual skills utilized. This log should be signed by the employee and department head and forwarded to Human Resources.

If it is determined that the employee does not utilize bilingual skills a substantial portion of the time, the bilingual differential will cease immediately upon notification of such to the employee and the UCEA.

**ARTICLE 18 – CALL BACK PAY**

Employees will be paid time and one half, for a minimum of two hours, if called out after regular hours and the employee has worked over 40 hours in a week. This pay applies if the employee is called back to work and the situation was not known in advance.

**ARTICLE 19 – COMMERCIAL DRIVER’S LICENSE PHYSICAL EXAM**

The City shall pay the costs for the physical and renewal of the Commercial Driver’s license every two years (or as required) for qualified employees.

**ARTICLE 20 - EDUCATION INCENTIVE**

Employees hired after July 1, 1981 will receive a one-time payment of the percentage of total annual base salary for job-related degrees earned after initial hire at time the 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%

**ARTICLE 21 - HIGHER CLASSIFICATION WORK AND SPECIAL ASSIGNMENT**

In the event that a Department Head desires to assign an employee to a classification higher than regularly held by the employee, i.e. from Maintenance Worker II to Leadworker, said appointment shall be made in writing and approved by the appropriate Department Head.

The City will provide the employee move-up pay of five percent (5%) additional of the current classification or “A” step of the higher classification (whichever is higher) after working in the higher classification 15 working days in any calendar year.

[Effective January 1, 2018, employees of the Police Department will receive Special Assignment Pay in the amount of five percent \(5%\) of base salary when assigned to Lead Dispatcher or Lead Code Enforcement classifications.](#)

**ARTICLE 22 - LONGEVITY PAY**

There are two categories of longevity pay.

- A. Longevity Meritorious Pay – Ten Years– Employees with ten (10) years or more of continuous service and who has achieved a minimum of “meets requirements” on the most recent performance evaluation will receive a two percent (2.0%) increase in base salary. An employee who is denied this increase due to the performance evaluation requirement, may follow the grievance procedures as described in this MOU (not credible for CalPERS retirement).
- B. Longevity Pay – Twenty Years - Employees with twenty (20) years or more of continuous service will receive a two and one half percent (2.5%) increase in base salary.

These two categories are not mutually exclusive so an employee who meets the requirements of both categories of longevity pay may earn both the 2.0% and the 2.5% concurrently.

### **ARTICLE 23 – MATRON PAY**

~~Beginning with each off shift (that shift which does not have a female Police Officer assigned), one Female Dispatchers shall be designated as the Matrons, performing all duties normally associated and shall be paid a salary differential of 2.5%. The shift may change whenever Police Officers move from one shift to the next and therefore the Matron Pay shall shift to the new off shift. Matron pay shall be offered to the most senior dispatcher first, second most senior next and down to the least senior dispatcher. If no one volunteers to perform these duties, then the least senior individual shall have matron duties assigned to them by their supervisor.~~

The City will provide Matron Pay in the amount of two and one half percent (2.5%) of base salary to female Police Service Technicians and female Forensic Specialists who are assigned to perform matron duties.

### **ARTICLE 24 - 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 Section VIII Exhibit F of the Compensation Plan.

General employees who use less than 24 hours of sick time in the period from December through November of the current year and whose most recent performance evaluation indicates above average performance in all aspects of their work and have 1000 hours of accrued sick leave as of December 1st of any year will receive \$200. Computations will be made and payment will be in the form of a lump sum payable on the first regular 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 25 – OVERTIME PAY/COMPENSATORY TIME OFF**

This section is applicable to overtime scheduled in advance and/or short notice and to emergency overtime. It is understood that overtime assignments are made by classification within the department requiring the overtime.

Overtime will be divided equally between all qualified employees within the affected classification and among those desiring to do the work. Qualified shall mean the supervisor's judgment as to equal ability to perform required tasks.

In order to assure equal distribution of overtime, an overtime list will be established by classification within the department according to departmental seniority. After completion of an overtime assignment the senior employee will move to the bottom of the list and not be offered overtime until each employee has been offered an overtime assignment.

In the event no employee is willing to accept an overtime assignment, it will be assigned by reverse order of seniority. In subsequent cases of unaccepted overtime, the next lowest employee in seniority will be given the assignment with the intent being to divide equally all unaccepted overtime among affected employees.

Overtime shall be paid for time worked in excess of the employee's designated work week at the rate of one and one-half (1 ½) times the basic rate. Paid vacation and sick leave during a work period is counted as hours worked for overtime purposes.

Employee experiencing a special circumstance may request overtime compensation in the form of compensatory time off to the department head for approval. Otherwise, employees will be paid for any hours in excess of the scheduled work week at the overtime rates described above. In the event of a conflict between the employee and the department head, the department head's decision shall prevail.

General employees may not accrue more than eighty (80) hours of compensatory time; however, employees assigned to Police Dispatch may accrue up to one hundred and twenty (120) hours of compensatory time. Employees who have reached the accrual cap will automatically receive overtime pay until a reduction in the bank of hours to an amount below the maximum accrual.

The parties agree that recurring work periods of greater than 16 hours should be avoided and not encouraged. Employees who are required to stay over from the regular work day or who are called back for an emergency and required to work extended hours, may be entitled to a rest period of up to eight (8) hours before returning for the next shift and will receive payment for the full day. Employees must consult with the supervisor to determine eligibility and for approval of the change to the schedule for the following shift.

**ARTICLE 26 – STANDBY**

Standby duty assignments shall be rotated among qualified employees pursuant to this section. "Qualified" shall mean the supervisor's judgment as to equal ability to perform required tasks in the most efficient manner.

Employees on standby are required to respond to call-outs in a reasonable period of time. In order to assure a reasonable response time, employees on standby shall be required to carry a City furnished cell phone and respond to a call within 15 minutes. Employees who do not meet the necessary response time limits may request an exception when there are limited personnel to perform the necessary stand-by duties. Such requests will be considered on a case-by-case basis, but must have compelling justification in order to receive favorable consideration. Standby employees shall be entitled to the use of a City vehicle during standby periods for the use in commuting to and from their residence to the scene of the call-out.

From those employees deemed qualified, a list shall be established on an annual basis for standby for the following 12 month period by length of service with the City. Employees with the longest uninterrupted service with the City of Upland as a department employee shall be placed at the top of the list with those having lesser lengths of service listed in descending order.

Each employee on the standby list shall have the opportunity to select their proportionate share of standby duty for the following 12 month period in the order shown on the above list. Individuals may, with notification to and approval from the supervisor or Department Head, change standby assignments with the next qualified and available employee. Individuals selected to serve standby duty shall do so for a period not to exceed one calendar week.

Any employee who is called back to work who is on standby shall be paid at one and one-half times their normal hourly rate and shall be guaranteed a minimum of two hours per call out except that if while responding to a first call, subsequent calls are received during the original call then no new minimum shall be given.

Standby pay shall be paid at the rate of the prevailing minimum wage, for two hours Monday – Thursday and for eight hours on Friday, Saturday, Sunday and Holidays. Standby for the Upland Hills Treatment Plant will be for eight hours on Friday.

Non-safety personnel required to work a split shift for two days shall receive standby pay for any additional days in the same pay period. Split shift shall be defined as a divided regular shift with a division of three (3) hours or more (any scheduled lunch period within the split shift will be counted as standby time).

Non-sworn employees in the Police Department who are required to be on standby for Court will receive \$50 per day.

**ARTICLE 27 - UNIFORMS**

The following classifications in the General Unit shall receive a uniform allowance in the amount of \$200 per year after completion of 12 months of employment: ~~Animal Control Officer, Business License Inspector, Code Enforcement Officer, Crime Prevention Officer, Police Dispatcher, Police Records Specialist, Police Services Technician, Forensic Technician, and Building Inspectors, Deputy Fire Marshal and Fire Inspectors.~~

The following classifications of Police Department employees will receive a uniform allowance of \$300 per year: Animal Services Officer, Code Enforcement Officer, Crime Prevention Officer, Police Dispatcher, Police Records Specialist, Police Services Technician, and Forensic Technician.

This allowance will be paid the first pay period in December. The City will provide uniform service to all general field personnel required to wear uniforms.

**ARTICLE 28 - WATER CERTIFICATION TRAINING**

The City will pay for Water Division staff certification and recertification. This includes time spent in training, the cost of the training class and necessary supplies if applicable.

Employees assigned to the Water Division in the classifications listed below will receive Certification Pay for additional certifications earned above and beyond those required at the time of hire, effective January 1, 2017.

Eligible employees will receive 5% for each certification listed in their assigned classification, above and beyond those required at the time of hire, up to a maximum of 10%, in accordance with the following chart.

<u>Classification</u>	<u>Required at Hire</u>	<u>Required Within 12 months</u>	<u>Certifications Eligible for Certification Pay – 5% increase for each</u>
<u>Senior Water Treatment Operator</u>	<u>T3, D3</u>	-	<u>T 4-5 or D4 (Max 10%)</u>
<u>Water Treatment Operator</u>	<u>T1, D1</u>	-	<u>T 2-3 (Max 10%)</u>
<u>Senior Utility Worker</u>	<u>D3, T1</u>	-	<u>D 4-5 (Max 10%)</u>
<u>Utility Worker</u>	<u>D1</u>	<u>T1</u>	<u>D 2-3 (Max 10%)</u>
<u>Utility Worker (Sewer)</u>	<u>D1 will be required for all new hires</u>	<u>"Collections" Grade 1 (D-1 within 12 months for current employees)</u>	<u>No certification pay</u>
<u>Sr. Utility Meter Reader</u>		<u>D1 Within 12 months</u>	<u>No certification pay</u>
<u>Utility Meter Reader</u>	-	<u>D1 Within 12 months</u>	<u>No certification pay</u>

**Legend:**

"T": Water Treatment Operator Certificate issued by the State of California, Department of Public Health and/or the State Water Resources Board

"D": Water Distribution Operator Certificate issued by the State of California, Department of Public Health and/or the State Water Resources Board

"Collections": California Water Environmental Association (CWEA) Wastewater Collection System Maintenance Certifications

**ARTICLE 29 – WORK BOOTS**

The City provides work boots (up to \$125.00 per pair) for the following classifications: Building Inspector, Chief Water Treatment Operator, Equipment Mechanic, Environmental Control Technician, Equipment Operator, Maintenance Worker and Senior (Sr.) Maintenance Worker, Public Works Inspector, Sr. Public Works Inspector, Water Meter Technician, Sr. Water Meter Technician, Water Treatment Operator, Sr. Water Treatment Operator, Sr. Water Utility Inspector, ~~Water Utility Worker~~Utility Systems Worker, Sr. Utility Systems Worker, and Leadworker, Code Enforcement Officer, Animal Services Officer, and Forensic Technician, ~~Business License Inspector, Custodians, Deputy fire Marshal, Fire Inspector, and Airport staff~~. Effective 7/1/2012, once the initial boot is purchased, annually employees may request up to two replacement pairs upon proof of need to the department due to the condition of the boot.

**ARTICLE 30 - 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.

General personnel in all departments will receive time and one half in addition to regular pay for up to ten hours worked on a scheduled 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 31 – FLOATING HOLIDAYS**

Employees in the unit shall receive 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 32 - SICK LEAVE**

General Employee unit members 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 33 – 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.
- A. 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 34 - 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
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All employees may accrue vacation up to a maximum of three (3) years of entitlement.

**ARTICLE 35 – VACATION BUYBACK**

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

Effective July 1, 2019, in December of every year, General employees may be paid in cash for up to 60 hours of unused vacation if they have used at least 40 hours of vacation during the preceding year.

**ARTICLE 36 - BEREAVEMENT LEAVE**

Employees may take up to 30 hours per occurrence with pay in the event of a death of the following: mother, father, grandfather, grandmother, brother, sister, spouse, child, grandchild, and employee’s 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 and/or request to use five (5) consecutive sick leave days must comply with the City’s Administrative Policy on Sick Leave.

**ARTICLE 37 – FMLA AND CFRA**

Eligible employees who request a Family Medical Leave of Absence under the Federal Family Leave Act (FMLA) and/or the California Family Rights Act (CFRA) shall be granted in accordance with State and Federal law. The employee rights and obligations are specifically set forth in the Department of Labor regulations implementing the "FMLA" and the regulations of "CFRA."

**ARTICLE 38 – HOURS OF WORK**

The work week shall normally consist of 40 hours within a period of seven (7) consecutive calendar days. All bargaining unit employees shall be scheduled to work at designated starting times and ending at designated quitting times. Employees shall be notified at least ten (10) working days in advance of the implementation of any changes in their

schedule. This provision applies to regular permanent work scheduling and does not apply to situations identified below.

It is understood that unusual conditions may create emergencies, as described in ARTICLE 3 – DEFINITIONS, requiring immediate changes in work schedules. The City shall provide notice to affected employees of such work schedule changes as soon as possible prior to implementation. Whenever possible, said notice shall be twenty-four (24) hours or more prior to implementation. Regular work schedules shall not be changed on the day of said change in work schedule for the purpose of avoiding payment of overtime. During emergency overtime situations which extend over a period of four (4) hours, the City will make a reasonable effort to allow time for meals.

**ARTICLE 39 - GRIEVANCE PROCEDURE**

A. Definition - A claim by an employee that the City has violated, misinterpreted, or misapplied a responsibility to the employee as provided for in the Memorandum of Understanding, Merit System Rules and Regulations, or other laws, ordinances, and resolutions concerning or affecting wages, hours, or other terms and conditions of employment.

The grievance procedure may not be used for matters involving:

- 1) Compensation plans (The City will notify the UCEA when changes are being considered).
- 2) Classification plans (The City will notify the UCEA when changes are being considered).
- 3) Disciplinary action not including written warnings and reprimands.
- 4) Performance appraisal (Employees receiving an overall rating below “Meets Expectation” may request to meet with the Human Resources ~~Director~~ Manager, department head, and their employee representative to discuss the appraisal and seek an appropriate remedy).
- 5) Recruitment activities.
- 6) Any other matters which are prohibited in the Merit System Rules and Regulations and are more appropriately resolved through the meet and confer process.
- 7) Reserved management rights of the City.
- 8) Interpretation of the intent of a MOU provision which would be resolved through the meet and confer process.

B. General Provisions

- 1) No retribution or prejudice shall be suffered by employees making use of the grievance procedures.
- 2) Grievances may only be initiated by the employee concerned and may not be pursued without the affected employee's consent.
- 3) If a grievance involves a group of employees or if a number of employees file separate grievances on the same exact matter, the grievances may be handled as a single grievance at the City's discretion.
- 4) Failure at any step of this procedure to appeal a decision on the grievance within the specified time limit and in the manner outlined below shall be deemed to have terminated the grievance process.
- 5) Failure at any step of this procedure to provide a response to a grievance within the specified time limit shall be deemed a denial and may be appealed as provided herein.
- 6) The time limits specified at any step in this procedure may be extended by mutual written agreement.
- 7) As used in this procedure, the term immediate supervisor shall mean the lowest level of supervisor.
- 8) Once a grievance has been processed and finally denied, repeated filing of grievances on the same exact issue will not be permitted.
- 9) The grievant may designate a representative at any step in the grievance procedure. No person hearing a grievance is required to recognize more than one (1) representative for any grievance.
- 10) An employee may choose to represent himself/herself or may be represented by someone other than a UCEA representative when utilizing the grievance procedure. In such event, the UCEA shall be notified in writing that the individual has elected not to be represented by the UCEA in seeking resolution of a grievable matter. The City shall, in writing, notify the UCEA of the nature of the grievance, the decision and remedy sought, provided, however, the names of employee witnesses shall not be disclosed.

B. Grievance Procedure

- 1) Informal Step – Grievances shall be resolved informally to the extent possible. The employee and representative, if any, shall discuss the grievance with the immediate supervisor no later than ten (10) working days after the employee knew or reasonably should have known of the event giving rise to the potential grievance. In this discussion, the employee should, in good faith, try to express the problem clearly and suggest a solution(s). Within ten (10) working days of the informal meeting, the supervisor shall provide a verbal response to the employee. A summary of the complaint and the proposed resolution should be forwarded to the Human Resources Department for their information.
- 2) Step 1 – If the supervisor does not respond within the time limits, or the grievance has not been resolved, the employee may appeal to the department head by submitting a written grievance. Such written grievance must be made within ten (10) working days of notification to the employee that the grievance is denied or a resolution has not been reached at the informal step.
  - a. The department head shall meet with the grievant and representative, if any, within ten (10) working days of receipt of the written grievance and shall deliver an answer, in writing, to the grievant within ten (10) working days after the meeting.
- 3) Step 2 – If the grievance is not resolved, the grievant may file a written appeal to the Human Resources ~~Director-Manager~~ within ten (10) working days from date of delivery of the written response provided in Step 1 of the procedure.
  - a. The Human Resources ~~Director-Manager~~ shall meet with the grievant and representative, if any, within ten (10) working days of receipt of the written appeal and shall deliver an answer, in writing, to the grievant within ten (10) working days after the meeting.
- 4) Step 3 – If the grievance is not resolved, the grievant must file a written appeal to the City Manager within ten (10) working days from date of delivery of the written response provided in Step 2 of the procedure.
  - a. The City Manager shall meet with the grievant and representative, if any, within ten (10) working days of receipt of the written appeal and shall delivery an answer, in writing, to the grievant within ten (10) working days after the meeting.
- 5) Step 4 – If the grievance is not resolved, the grievant shall have the right to appeal to the Board of Review. The request for hearing shall be filed with the Human Resources Department within ten (10) working days from date of delivery of the written response provided in Step 3 of the procedure. It shall be the duty of the

Human Resources ~~Director~~ Manager to inform each of the Board members and the City Manager or other persons complained against of the filing of the appeal.

**ARTICLE 40 - DISCIPLINARY PROCEDURE**

The following procedure shall be used for disciplinary actions involving regular employees which involve suspension, demotions for cause, discharge or reductions in pay:

- A. The employee shall receive notice of the proposed action in advance. A notice of seven (7) days for a 1-3 three day suspension and seven (7) days for all other disciplinary actions will be considered the minimum notice.
- B. The notice will contain a statement as to the basis for the proposed action.
- C. The notice will contain a statement of the events and/or circumstances upon which the proposed action is based.
- D. The employee shall be provided copies of documents and materials upon which the action is based.
- E. The employee shall have the right to respond to the proposed action to their department head and upon decision of the Department Head to the City Manager provided said appeal is made within ten (10) calendar days of the decision of the Department Head. The decision of the City Manager shall be final in suspensions involving two or fewer work days for that employee, or its financial equivalent.
- F. The employee will be advised of their right to UCEA representation during their response pursuant to section E above.
- G. The above procedure may be deviated from in circumstances where there is a need for immediate disciplinary action. If such action is taken, the employee shall be put on administrative leave with pay and remain on such leave until ordered back to work or until the opportunity for response called for above.

**ARTICLE 41 – LAYOFF PROCEDURES**

- A. Statement of Intent – Public interest may require the elimination, curtailment, or reorganization of Public Service activities which in turn, may require the City Council to take action to layoff one or more employees.
  - 1). 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 this agreement.

B. Definitions

- 1). Layoff – A layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee.
  
- 2). Causes for Layoff
  - a. If a function is to be discontinued, curtailed, mechanized or operated by a different method.
  - b. Reorganization.
  - c. Budget reduction.
  - d. Termination or decrease in funds and or materials for projects or programs.
  - e. The mandatory reinstatement of an employee.
  
- 3). Classification – All positions in the classified services shall be part of a classification plan established and maintained by the Human Resources Department. It shall provide grouping of positions by commonality of duties responsibilities and function.
  
- 4). 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. Within each job series, it is possible to categorize classification by class level i.e. I, II, or III.
  
- 5). 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. Should it become necessary to layoff by seniority, those employees with least service in the affected classification shall be laid off or demoted:
  - a. First by classification; and
  - b. Second, to displace an employee, by Total City service, 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 class:
    1. An employee must have more Total City service than at least one of the incumbents in the affected class and request displacement action in writing to the Human Resources ~~Director~~ Manager within five (5) working days of receipt of notice of layoff.

2. Employees bumping to a lower class shall be placed at the salary step representing the least loss of pay. In no case, shall the salary be increased above that received in the class from which the employee was laid off.

When two or more employees have equal seniority, the layoff shall be made at the sole discretion of the appointing authority.

- C. Notification – Employees to be laid off shall be given, whenever possible, 45 calendar days prior notice, but no less than 30 calendar days’ notice. The UCEA shall be provided with a copy of the affected classifications and seniority list by classification of all affected employees within bargaining unit at least 30 days prior to its effective date.
- D. Order of Layoff – In each classification, employees shall be laid off according to employment status in the following order:
  - 1) Seasonal/temporary part-time, contract, and or provisional employees performing services similar to classifications affected by layoff shall be terminated before any reduction in the regular work force. Likewise, other grant-funded employees shall be terminated in affected classifications, in accordance with federal or state rules or guidelines governing such funding programs.
  - 2) Probationary employees and employees holding an interim position, who have regular status in another classification, shall revert to their former classification in the City to determine layoff rights.
  - 3) Regular employees subject to layoff shall be based on seniority of service within that classification. For example, the employee being laid off or displaced from a classification shall be the employee in the affected classification with the least amount of time served in the affected classification.

The order of layoff within a classification subject to a layoff shall be based on seniority of service within that classification. The employee being laid off or displaced from a classification shall be the employee in the affected classification with the least amount of City service.

- E. Layoff Procedures – The layoff procedure is intended to minimize the impact of staff reduction on City services and ensure that employees are treated fairly in the process of layoff. The procedure for lay off, once the number of positions to remain by classification has been determined, shall be as follows:
  - 1) Except as otherwise provided herein, whenever there is a reduction in the work force, the appointing authority shall demote the affected employee to a vacancy, if any in the lower class for which the employee is qualified. All persons so

demoted shall have their names placed on the reemployment list for the higher class.

2) An employee affected by layoff shall have the right to displace an employee who has less seniority in a lower classification in which the affected employee once had regular status. For the purpose of this section:

a. Seniority shall be time served in a classification as defined in Section (II) herein except;

b. When an employee has been displaced from a classification, the seniority for that displaced employee shall then include, for further layoff purposes, Total City seniority as in Section II (E) herein, to include all time served in the classified service in related classifications affected by the layoff. For the purpose of this section, seniority shall be all periods of full-time service at or above the classification level where the layoff is to occur.

1. If a classification title is changed due to a reclassification, the employee shall retain bumping rights to the previous classification and series.

2. 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 Lead Maintenance Worker and achieves regular status; however, never worked as an Maintenance Worker II. Employee "A" may bump employee "B" in the lower classification of Maintenance Worker II, if Employee "A" has more Total City seniority.

3. Displaced employees are allowed to bump into a lower classification within the job series 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.

4. Employees transferring or voluntarily demoting shall retain the same anniversary date as in their previous position for all purposes, including step advancement.

F. Reemployment Lists – The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before employment is made from an eligible list.

- G. Duration of Reemployment List – Names of persons laid off shall be carried on a reemployment list for twelve 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 the balance of the twelve month period.

An individual that may be appointed from a reemployment list will be required to successfully pass a reemployment physical examination provided at City expense.

- H. Terms and Conditions of Reemployment – Reemployment from a reemployment list to a previously held class shall be at the same step held at the time of layoff and at the current salary of that class at the time of reemployment.

In case of a voluntary demotion from a reemployment list, the employee so electing shall be paid at the highest step in the range for the lower class which does not represent an increase in salary from the salary which would have been effective had the employee been appointed to his/her previously held class; and in no case to exceed “top” step in the current salary range of the class to which the employee is appointed.

Employees reappointed from a reemployment list shall be credited with, at the time of reappointment, all accrued benefits at the time of layoff which was not compensated for at the time of layoff, provided that such accrued benefits shall not exceed established maximum at the time of reappointment.

- I. Retraining – The City will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications not related to their former classification, and will attempt to place said laid-off employees in vacant positions in the City for which they are qualified.

During the twelve months following a layoff, laid-off employees shall be eligible to compete for in-house promotional examinations for positions for which they qualify.

**ARTICLE 42 - BULLETIN BOARDS**

The City agrees to the following facilities and areas for the UCEA to affix bulletin boards of up to three (3) feet by four (4) feet in size:

- City Hall lunch room
- Public Works lunch room

- Fleet Maintenance
- Fire Department
- Police Department first floor lunch room
- Recreation Department
- Animal Shelter (3’ x 4’ space to be provided on existing bulletin board)

No additional UCEA bulletin boards shall be affixed to City property without the approval of the Human Resources Manager. UCEA material may be posted on these designated bulletin boards only.

The UCEA boards shall be used for posting UCEA business only. All postings for bulletin boards must contain the date of posting and the UCEA’s identification. All costs associated with preparing and posting of UCEA material as well as the cost of the bulletin boards will be borne by the UCEA.

The UCEA will not post information which is defamatory, derogatory or obscene.

**ARTICLE 43 - UCEA A GENCY SHOP ASSOCIATION DUES DEDUCTION AND REPRESENTATION**

- A. The City shall deduct UCEA dues from UCEA members, if employee elects to participate in UCEA. UCEA shall notify the City of any changes in its membership. ~~UCEA Membership – As of July 2015, all current general employees are members of the UCEA bargaining unit.~~ Membership dues will be deducted biweekly from the memberemployees’ paychecks. ~~General employees may elect not to participate as member; however, they will be required to pay a biweekly service fee.~~
- B. Dues Deduction – During the term of this agreement the City agrees to deduct from the pay of each UCEA member who elects to participate, employee a monthly sum certified to the City by the UCEA as the regular monthly dues.

Dues withheld by the City shall be transmitted to the officer designated by the UCEA in writing, at the address specified in the letter of authorization.

The UCEA shall indemnify, ~~defend and hold~~ the City of Upland from all harmless against any claims made by bargaining unit members as a result of implementing and maintaining Association Dues Deductions, ~~and against any suit instituted against the City on account of checkoff of employee organization dues and/or contributions.~~ In addition, the UCEA shall refund to the City of Upland any amounts paid in error, upon presentation of supporting evidence.

- C. UCEA Officers and Representatives – Four (4) Officers and three (3) Representatives and/or their designees -will be utilized by the UCEA to conduct UCEA-related business. It is understood that the alternates will only be utilized if one of the four stewards is unavailable for a period of five (5) working days or more.

New stewards will be allowed to accompany UCEA representatives for on the job training which will consist of two (2) grievances. One Steward will be allowed to assist in the handling of grievances or other related UCEA business when requested and with the approval of his/her immediate supervisor.

Activities specifically authorized by this MOU (including the Grievance Procedure, meet and confer sessions and other representational activities mandated by law) can be conducted during working hours within reasonable time limits, at no loss of time or pay to the stewards and officers. The UCEA representative must secure permission from the respective department head prior to contacting any employee on City time. No other UCEA activities will be conducted on City time.

UCEA activities may be conducted on City property, outside the work area and the reporting area, if specific areas and times are formally approved in writing by the respective department head and the Human Resources ~~Director~~Manager in advance. Such approvals/denials shall be granted within a reasonable time.

**ARTICLE 44 - 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 45 - 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 UCEA 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 46 – QUARTERLY PERSONNEL REPORT**

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

**ARTICLE 47 - TERM OF AGREEMENT**

Except where expressly stated otherwise herein, the City and UCEA agree that the provisions of this Memorandum of Understanding (M-O-U) shall become effective on July 1, 2017~~5~~ and shall expire on June 30, 2022~~17~~

**ARTICLE 48 - ZIPPER CLAUSE**

During the term of this Agreement, the parties agree that negotiations cannot commence on any subject unless the parties mutually agree. ~~The parties agree to re-open negotiations to discuss wages, hours and working conditions of the flight crew upon the Fire Chief's completion of flight program review.~~

**ARTICLE 49 – PREVENTATIVE HEALTH**

Effective, July 1, 2019 employees in the unit may be reimbursed up to \$100 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.

**CITY OF UPLAND**

\_\_\_\_\_  
~~Jeannette Vagnozzi~~Rosemary Hoerning,  
~~Deputy Interim~~ City Manager

\_\_\_\_\_ Date

\_\_\_\_\_  
~~Tanya Bragg~~Morgan Fillion, Human Resources Manager

**UPLAND CITY EMPLOYEES ASSOCIATION**

\_\_\_\_\_  
~~Mary LaPlante, Labor Relations Representative~~  
~~& Chief Negotiator, Upland City Employees Association~~

\_\_\_\_\_ Date

\_\_\_\_\_  
Rami Asad, Administrative Services, [UCEA President](#)

\_\_\_\_\_  
[Keri Johnson, Development Services](#) [Colleen Sellers, Police Department](#)

\_\_\_\_\_  
[Stacey Guzman](#) [April Flores](#), Community Services

\_\_\_\_\_  
[Tony Trejo, Public Works](#) [Lisa Turnbow, Police Department](#)



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

**BETWEEN**

**THE CITY OF UPLAND**

**AND**

**THE UPLAND CITY EMPLOYEES ASSOCIATION**

***July 1, 2017 to June 30, 2022***

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF UPLAND  
AND  
THE UPLAND CITY EMPLOYEES ASSOCIATION (UCEA)  
JULY 1, 2017– JUNE 30, 2022**

**ARTICLE 1 – PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter known as MOU) is made and entered into by and between the City of Upland (hereinafter referred to as City) and the Upland City Employees Association (hereinafter referred to “UCEA”).

**ARTICLE 2 – RECOGNITION**

The City hereby formally recognizes the UCEA as the representative for those employees in the General 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 - DEFINITIONS**

- A. Bargaining Unit – The term “bargaining unit” as used in this MOU refers to the General Employees Unit.
- B. Calendar Year – The term “calendar year” as used in this MOU refers to the period of twelve (12) consecutive months commencing on January 1 and ending on December 31.
- C. Day – The term “day” as used in this MOU refers to a calendar day, unless specified otherwise.

- D. Emergency – The term “emergency” as used in this MOU means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.
- E. Part-Time Employee: The term “part-time employee” as used in this MOU refers to a Regular Part-Time Employee. The term “regular part-time employee” as used in this MOU refers to an employee who is salaried, receives benefits according to approved hours, and whose position is budgeted at less than full time.
- F. Seniority – For the purpose of this MOU, “seniority” shall be determined by length of continuous service within the City. The determination of seniority shall not be affected by sick leave, vacation or other authorized leaves of absences.
- G. Seniority Within Classification – For the purpose of this MOU, “seniority within classification” will be considered for purposes of scheduling vacations, shift assignments, transfers, overtime and whenever specifically designated within the existing provisions. Such seniority will prevail when all other factors are not significantly different. “All other factors” is defined as qualifications, skills, reliability and safety. It is not the intent of this provision to permit the bumping of less senior employees by more senior employees after an initial schedule is established.
- H. Working Day – The term “working day” mean the usual and customary length of an employees work schedule on a given day.

**ARTICLE 4 - MANAGEMENT RIGHTS**

The rights of the CITY include, but are not limited to the exclusive right to:

- A. Determine the mission of its constituent departments, commissions and boards;
- B. Set standards of service;
- C. Determine the procedure and standards for employment and promotion;
- D. Direct its employees;
- E. Relieve its employees from duty because of lack of work or for other lawful reasons;
- F. Maintain efficiency of government operations;
- G. Determine the methods, means and personnel by which government operations are to be conducted;
- H. Determine the content of job classifications;
- I. Take all necessary actions to carry out its mission in emergencies;
- J. Exercise complete control and discretion over its organization and the technology of performing its work;
- K. To discharge, suspend, demote, reprimand, withhold salary increases or otherwise discipline employees for cause; and
- L. To establish employee performance standards, including, but not limited to, quality and quantity standards and to require compliance.

There are no provisions in this MOU that shall be deemed to limit or curtail the City in exercising its rights, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights.

Where required by law, the City agrees, prior to implementation, to meet and confer with the UCEA 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 UCEA and offer the UCEA 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 5 - EMPLOYEE RIGHTS**

The City shall afford regular employees the procedural safeguards as required by law and this MOU.

An employee shall have to the right to UCEA representation at any meeting with management when the employee reasonably anticipates that such meeting is for the purpose of disciplining the employee or is to obtain facts to support disciplinary action that is probable.

Any written rule which falls within the scope of Meyers-Milias-Brown Act (MMBA), established and promulgated by the City shall be posted in the affected department ten (10) work days prior to the effective date with a copy sent to the UCEA Representative.

**ARTICLE 6 -EMPLOYMENT STATUS**

- A. Probationary Period – All original appointments shall be tentative and with a probationary period of not less than one (1) year. All promotional appointments for general employees are tentative and have a probationary period of not less than six (6) months, with the exception of a promotion to a position in a different classification series, and then such probationary period will be one (1) year.
  
- B. Promotions/Appointments – The City will strive to fill vacant or new positions on a promotional basis with employees currently employed by the City of Upland.

**ARTICLE 7 – SALARY**

A. Effective the first full pay period following MOU ratification by UCEA and approval by the City Council, the City shall issue:

- a. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2017 of 1% (one percent) of the employees annual base salary as of July 1, 2017. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
- b. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2018 of 1% (one percent) of the employees annual base salary as of July 1, 2018. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.

B. Effective the pay period beginning August 11, 2019, following MOU ratification by UCEA and City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.

C. Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.

D. Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.

**ARTICLE 8 - PERSONNEL FILES**

The City shall keep a central personnel file for each employee. Said central personnel file shall be maintained in the Human Resources Department. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary actions of termination, demotion, reduction in pay or suspension or be used in evaluating an employee's fitness for promotion. Information in the supervisor's working file may however, be used in performance evaluations provided that the information is not more than 18 months old or older than the last performance evaluation.

Upon 24 hours notice to Human Resources, an employee may inspect his/her central personnel file subject to the following:

- A. Inspection may occur during working hours at the time and in a manner mutually acceptable to the employee and the employee's supervisor.
- B. Pre-employment information such as reference checks and responses, interview rating sheets, test results or information provided the City with the specific request that it remain confidential shall not be subject to inspection or copying.

**ARTICLE 9 – RETIREMENT BENEFITS**

Pension Reform Act of 2013:

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.

**A. PEPRA Members:**

Pursuant to the Act, for “new members” herein referred to as PEPRA (Public Employees’ Pension Reform Act) 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.

For PEPRA 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.

For PEPRA members (as defined by the Act) hired after January 1, 2013, the employee shall pay the one half of the total normal cost rate as defined by the Act as their employee retirement contribution.

**B. Classic Employees – two groups**

- 1) Classic Employees hired on or before December 31, 2019, in the General Employees unit are provided with membership in the California Public Employees Retirement System (CalPERS), 2.5% @ 55 retirement formula. The employee will pay the eight percent (8%) CalPERS employee/member contribution. Classic Employees hired after January 1, 2020 shall cost share with the City by contributing 1.4% of CalPERS employer contribution in addition to the 8% employee/member contribution

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 10– HEALTH INSURANCE – CAFETERIA PLAN**

**A. Cafeteria Plan**

In accordance with "The City of Upland Cafeteria Plan", the City provides a 125 Flexible Benefit Plan ("the Plan"). The regular and intended effect of the Plan, under current law, is to enable employees to receive benefits which may not be subject to either State or Federal income tax.

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans, that is, during open enrollment periods and when the employee's dependent status changes.

- 1) The City shall make a monthly contribution as set forth below to each eligible member of the unit to be used toward the Section 125 Cafeteria Plan. These funds shall only be used for qualified benefits as provided for in IRC Section 125.
- 2) All employees must enroll in one of the health program plans unless they submit to the City proof of comparable health coverage. The City may require additional proof of alternative coverage at any time.
- 3) Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance plan the City offers.
- 4) Employees who meet the requirement shall be allowed to utilize their Section 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.

**B. City Section 125 Benefit Contribution**

The City will make available to each covered employee a monthly amount for benefits, as specified in this MOU.

- 1) Employees hired prior to March 1, 2016 will receive the maximum benefits contribution allocation:
  - a. Effective January 1, 2017 - \$1184.50
  - b. Effective January 1, 2020 - \$1267.00

2) For employees hired on or after March 1, 2016, the City will contribute the following to the plan to a maximum of \$1,184.50 effective January 1, 2017, upon ratification by UCEA and City Council approval, \$1267.00 effective January 1, 2020 and thereafter:

- a. Employee Only 100% of lowest cost plans for health, dental and vision
- b. Employee plus one 100% of lowest cost plans for health, dental and vision
- c. Family 100% of lowest cost plans for health, dental and vision

The employee must pay the difference between the City’s contribution and the actual premium of the plan selected, if any. The City reserves the right to change medical carriers. In the event of a change, the City agrees to meet and confer prior to any change.

**ARTICLE 11 - HEALTH INSURANCE WHILE ON WORKERS’ COMP.**

If an employee is injured on-the-job and is unable to return to work for more than 180 days, the City will pay health insurance premiums for the employee and his/her family for a maximum of twelve months or termination of employment, whichever comes first. Employee is responsible for the first 180 days.

**ARTICLE 12 – RETIREE HEALTH INSURANCE REIMBURSEMENT**

A. The City shall contribute monthly on behalf of each retiree the amount set forth in the table below. An additional \$45 per month allowance is provided for spouse if the spouse is covered under the retiree’s insurance.

B. FOR RETIREES IN OTHER THAN CALPERS MEDICAL: The City shall reimburse monthly each retiree the amount of his or her retiree medical premium, up to the amount set forth in the table below. An additional \$45 per month allowance is provided for spouse if the spouse is covered under the retiree’s insurance.

YEARS OF SERVICE	<u>City’s Monthly Payment - Retirees in PERS Medical RETIREE ONLY</u>	<u>City’s Monthly Payment - Retirees in PERS Medical RETIREE PLUS SPOUSE</u>	<u>City’s Monthly Reimbursement - Retirees in other than PERS Medical</u>
10 - 14 years of service	PERS statutory minimum	PERS statutory minimum	\$72.57
15 - 19 years of service	PERS statutory minimum	\$141.81 per month	\$96.81

20 - 24 years of service	PERS statutory minimum	\$166.05 per month	\$121.05
25 + years of service	\$145.14 per month	\$190.14 per month	\$145.14

The provisions of this article above shall only apply to bargaining unit members hired on or before March 1, 2016. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance within 120 days from separation.

**ARTICLE 13 – 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

This will be in addition to the existing benefit for Retiree Medical Insurance Reimbursement.

**ARTICLE 14 – 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 15 – 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 16 - DEFERRED COMPENSATION**

Effective September 1, 2019, the City will contribute \$100 per month in deferred compensation on behalf of each employee in the unit. Employees may add additional contributions voluntarily.

**ARTICLE 17 – BILINGUAL PAY**

A bilingual differential of \$100 per month shall be paid to certified employees assigned to those designated positions which normally require fluency in writing, reading and/or translating a second language, providing such proficiency was not required as a condition of employment. The bilingual pay will be granted only as long as the position continues to be designated as requiring bilingual proficiency or as long as an employee occupies such a designated position.

In order to receive the bilingual pay for a designated position, the employee must be certified by testing. Such testing will be arranged for by Human Resources.

Certified employees will receive the bilingual differential effective the day following notification that they have successfully been certified as bilingual. Immediately upon notification, the employee must maintain a log for a one-month period demonstrating that bilingual skills are utilized a substantial portion of the time. The log should include the date, duration and type of bilingual skills utilized. This log should be signed by the employee and department head and forwarded to Human Resources.

If it is determined that the employee does not utilize bilingual skills a substantial portion of the time, the bilingual differential will cease immediately upon notification of such to the employee and the UCEA.

**ARTICLE 18 – CALL BACK PAY**

Employees will be paid time and one half, for a minimum of two hours, if called out after regular hours and the employee has worked over 40 hours in a week. This pay applies if the employee is called back to work and the situation was not known in advance.

**ARTICLE 19 – COMMERCIAL DRIVER’S LICENSE PHYSICAL EXAM**

The City shall pay the costs for the physical and renewal of the Commercial Driver’s license every two years (or as required) for qualified employees.

**ARTICLE 20 - EDUCATION INCENTIVE**

Employees hired after July 1, 1981 will receive a one-time payment of the percentage of total annual base salary for job-related degrees earned after initial hire at time the 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%

**ARTICLE 21 - HIGHER CLASSIFICATION WORK AND SPECIAL ASSIGNMENT**

In the event that a Department Head desires to assign an employee to a classification higher than regularly held by the employee, i.e. from Maintenance Worker II to Leadworker, said appointment shall be made in writing and approved by the appropriate Department Head.

The City will provide the employee move-up pay of five percent (5%) additional of the current classification or “A” step of the higher classification (whichever is higher) after working in the higher classification 15 working days in any calendar year.

Effective January 1, 2018, employees of the Police Department will receive Special Assignment Pay in the amount of five percent (5%) of base salary when assigned to Lead Dispatcher or Lead Code Enforcement classifications.

**ARTICLE 22 - LONGEVITY PAY**

There are two categories of longevity pay.

- A. Longevity Meritorious Pay – Ten Years– Employees with ten (10) years or more of continuous service and who has achieved a minimum of “meets requirements” on the most recent performance evaluation will receive a two percent (2.0%) increase in base salary. An employee who is denied this increase due to the performance evaluation requirement, may follow the grievance procedures as described in this MOU (not credible for CalPERS retirement).
- B. Longevity Pay – Twenty Years - Employees with twenty (20) years or more of continuous service will receive a two and one half percent (2.5%) increase in base salary.

These two categories are not mutually exclusive so an employee who meets the requirements of both categories of longevity pay may earn both the 2.0% and the 2.5% concurrently.

**ARTICLE 23 – MATRON PAY**

Female dispatchers shall be designated as Matrons, performing all duties normally associated and shall be paid a salary differential of 2.5%.

The City will provide Matron Pay in the amount of two and one half percent (2.5%) of base salary to female Police Service Technicians and female Forensic Specialists who are assigned to perform matron duties.

**ARTICLE 24 - 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 Section VIII of the Compensation Plan.

General employees who use less than 24 hours of sick time in the period from December through November of the current year and whose most recent performance evaluation indicates above average performance in all aspects of their work and have 1000 hours of accrued sick leave as of December 1st of any year will receive \$200. Computations will be made and payment will be in the form of a lump sum payable on the first regular 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 25 – OVERTIME PAY/COMPENSATORY TIME OFF**

This section is applicable to overtime scheduled in advance and/or short notice and to emergency overtime. It is understood that overtime assignments are made by classification within the department requiring the overtime.

Overtime will be divided equally between all qualified employees within the affected classification and among those desiring to do the work. Qualified shall mean the supervisor’s judgment as to equal ability to perform required tasks.

In order to assure equal distribution of overtime, an overtime list will be established by classification within the department according to departmental seniority. After completion of an overtime assignment the senior employee will move to the bottom of the list and not be offered overtime until each employee has been offered an overtime assignment

In the event no employee is willing to accept an overtime assignment, it will be assigned by reverse order of seniority. In subsequent cases of unaccepted overtime, the next lowest employee in seniority will be given the assignment with the intent being to divide equally all unaccepted overtime among affected employees.

Overtime shall be paid for time worked in excess of the employee's designated work week at the rate of one and one-half (1 ½) times the basic rate. Paid vacation and sick leave during a work period is counted as hours worked for overtime purposes.

Employee experiencing a special circumstance may request overtime compensation in the form of compensatory time off to the department head for approval. Otherwise, employees will be paid for any hours in excess of the scheduled work week at the overtime rates described above. In the event of a conflict between the employee and the department head, the department head's decision shall prevail.

General employees may not accrue more than eighty (80) hours of compensatory time; however, employees assigned to Police Dispatch may accrue up to one hundred and twenty (120) hours of compensatory time. Employees who have reached the accrual cap will automatically receive overtime pay until a reduction in the bank of hours to an amount below the maximum accrual.

The parties agree that recurring work periods of greater than 16 hours should be avoided and not encouraged. Employees who are required to stay over from the regular work day or who are called back for an emergency and required to work extended hours, may be entitled to a rest period of up to eight (8) hours before returning for the next shift and will receive payment for the full day. Employees must consult with the supervisor to determine eligibility and for approval of the change to the schedule for the following shift.

**ARTICLE 26 – STANDBY**

Standby duty assignments shall be rotated among qualified employees pursuant to this section. "Qualified" shall mean the supervisor's judgment as to equal ability to perform required tasks in the most efficient manner.

Employees on standby are required to respond to call-outs in a reasonable period of time. In order to assure a reasonable response time, employees on standby shall be required to carry a City furnished cell phone and respond to a call within 15 minutes. Employees who do not meet the necessary response time limits may request an exception when there are limited personnel to perform the necessary stand-by duties. Such requests will be considered on a case-by-case basis, but must have compelling justification in order to receive favorable consideration. Standby employees shall be entitled to the use of a City vehicle during standby periods for the use in commuting to and from their residence to the scene of the call-out.

From those employees deemed qualified, a list shall be established on an annual basis for standby for the following 12 month period by length of service with the City. Employees with the longest uninterrupted service with the City of Upland as a department employee shall be placed at the top of the list with those having lesser lengths of service listed in descending order.

Each employee on the standby list shall have the opportunity to select their proportionate share of standby duty for the following 12 month period in the order shown on the above list. Individuals may, with notification to and approval from the supervisor or Department Head, change standby assignments with the next qualified and available employee. Individuals selected to serve standby duty shall do so for a period not to exceed one calendar week.

Any employee who is called back to work who is on standby shall be paid at one and one-half times their normal hourly rate and shall be guaranteed a minimum of two hours per call out except that if while responding to a first call, subsequent calls are received during the original call then no new minimum shall be given.

Standby pay shall be paid at the rate of the prevailing minimum wage, for two hours Monday – Thursday and for eight hours on Friday, Saturday, Sunday and Holidays. Standby for the Upland Hills Treatment Plant will be for eight hours on Friday.

Non-safety personnel required to work a split shift for two days shall receive standby pay for any additional days in the same pay period. Split shift shall be defined as a divided regular shift with a division of three (3) hours or more (any scheduled lunch period within the split shift will be counted as standby time).

Non-sworn employees in the Police Department who are required to be on standby for Court will receive \$50 per day.

**ARTICLE 27 - UNIFORMS**

The following classifications in the General Unit shall receive a uniform allowance in the amount of \$200 per year after completion of 12 months of employment: , Business License Inspector and Building Inspectors..

The following classifications of Police Department employees will receive a uniform allowance of \$300 per year: Animal Services Officer, Code Enforcement Officer, Crime Prevention Officer, Police Dispatcher, Police Records Specialist, Police Services Technician, and Forensic Technician.

This allowance will be paid the first pay period in December. The City will provide uniform service to all general field personnel required to wear uniforms.

**ARTICLE 28 - WATER CERTIFICATION TRAINING**

The City will pay for Water Division staff certification and recertification. This includes time spent in training, the cost of the training class and necessary supplies if applicable.

Employees assigned to the Water Division in the classifications listed below will receive Certification Pay for additional certifications earned above and beyond those required at the time of hire, effective January 1, 2017.

Eligible employees will receive 5% for each certification listed in their assigned classification, above and beyond those required at the time of hire, up to a maximum of 10%, in accordance with the following chart.

<b>Classification</b>	<b>Required at Hire</b>	<b>Required Within 12 months</b>	<b>Certifications Eligible for Certification Pay – 5% increase for each</b>
<b>Senior Water Treatment Operator</b>	T3, D3		T 4-5 or D4 (Max 10%)
<b>Water Treatment Operator</b>	T1, D1		T 2-3 (Max 10%)
<b>Senior Utility Worker</b>	D3, T1		D 4-5 (Max 10%)
<b>Utility Worker</b>	D1	T1	D 2-3 (Max 10%)
<b>Utility Worker (Sewer)</b>	D1 will be required for all new hires	"Collections" Grade 1 (D-1 within 12 months for current employees)	No certification pay
<b>Sr. Utility Meter Reader</b>		D1 Within 12 months	No certification pay
<b>Utility Meter Reader</b>		D1 Within 12 months	No certification pay

**Legend:**

"T": Water Treatment Operator Certificate issued by the State of California, Department of Public Health and/or the State Water Resources Board

"D": Water Distribution Operator Certificate issued by the State of California, Department of Public Health and/or the State Water Resources Board

"Collections": California Water Environmental Association (CWEA) Wastewater Collection System Maintenance Certifications

**ARTICLE 29 – WORK BOOTS**

The City provides work boots (up to \$125.00 per pair) for the following classifications: Building Inspector, Chief Water Treatment Operator, Equipment Mechanic, Environmental Control Technician, Equipment Operator, Maintenance Worker and Senior (Sr.) Maintenance Worker, Public Works Inspector, Sr. Public Works Inspector, Water Meter Technician, Sr. Water Meter Technician, Water Treatment Operator, Sr. Water Treatment Operator, Sr. Water Utility Inspector, Utility Systems Worker, Sr. Utility Systems Worker, Code Enforcement Officer, Animal Services Officer, and Forensic Technician. Effective 7/1/2012, once the initial boot is purchased, annually employees may request up to two replacement pairs upon proof of need to the department due to the condition of the boot.

**ARTICLE 30 - 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.

General personnel in all departments will receive time and one half in addition to regular pay for up to ten hours worked on a scheduled 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 31 – FLOATING HOLIDAYS**

Employees in the unit shall receive 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 32 - SICK LEAVE**

General Employee unit members 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 33 – 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.
- A. 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 34 - 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 35 – VACATION BUYBACK**

Effective July 1, 2019, in December of every year, General employees may be paid in cash for up to 60 hours of unused vacation if they have used at least 40 hours of vacation during the preceding year.

**ARTICLE 36 - BEREAVEMENT LEAVE**

Employees may take up to 30 hours per occurrence with pay in the event of a death of the following: mother, father, grandfather, grandmother, brother, sister, spouse, child, grandchild, and employee’s 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 and/or request to use five (5) consecutive sick leave days must comply with the City’s Administrative Policy on Sick Leave.

**ARTICLE 37 – FMLA AND CFRA**

Eligible employees who request a Family Medical Leave of Absence under the Federal Family Leave Act (FMLA) and/or the California Family Rights Act (CFRA) shall be granted in accordance with State and Federal law. The employee rights and obligations are specifically set forth in the Department of Labor regulations implementing the "FMLA" and the regulations of "CFRA."

**ARTICLE 38 – HOURS OF WORK**

The work week shall normally consist of 40 hours within a period of seven (7) consecutive calendar days. All bargaining unit employees shall be scheduled to work at designated starting times and ending at designated quitting times. Employees shall be notified at least ten (10) working days in advance of the implementation of any changes in their schedule. This provision applies to regular permanent work scheduling and does not apply to situations identified below.

It is understood that unusual conditions may create emergencies, as described in ARTICLE 3 – DEFINITIONS, requiring immediate changes in work schedules. The City shall provide notice to affected employees of such work schedule changes as soon as possible prior to implementation. Whenever possible, said notice shall be twenty-four (24) hours or more prior to implementation. Regular work schedules shall not be changed on the day of said change in work schedule for the purpose of avoiding payment of overtime. During emergency overtime situations which extend over a period of four (4) hours, the City will make a reasonable effort to allow time for meals.

**ARTICLE 39 - GRIEVANCE PROCEDURE**

A. Definition - A claim by an employee that the City has violated, misinterpreted, or misapplied a responsibility to the employee as provided for in the Memorandum of Understanding, Merit System Rules and Regulations, or other laws, ordinances, and resolutions concerning or affecting wages, hours, or other terms and conditions of employment.

The grievance procedure may not be used for matters involving:

- 1) Compensation plans (The City will notify the UCEA when changes are being considered).
- 2) Classification plans (The City will notify the UCEA when changes are being considered).
- 3) Disciplinary action not including written warnings and reprimands.

- 4) Performance appraisal (Employees receiving an overall rating below “Meets Expectation” may request to meet with the Human Resources Manager, department head, and their employee representative to discuss the appraisal and seek an appropriate remedy).
- 5) Recruitment activities.
- 6) Any other matters which are prohibited in the Merit System Rules and Regulations and are more appropriately resolved through the meet and confer process.
- 7) Reserved management rights of the City.
- 8) Interpretation of the intent of a MOU provision which would be resolved through the meet and confer process.

B. General Provisions

- 1) No retribution or prejudice shall be suffered by employees making use of the grievance procedures.
- 2) Grievances may only be initiated by the employee concerned and may not be pursued without the affected employee’s consent.
- 3) If a grievance involves a group of employees or if a number of employees file separate grievances on the same exact matter, the grievances may be handled as a single grievance at the City’s discretion.
- 4) Failure at any step of this procedure to appeal a decision on the grievance within the specified time limit and in the manner outlined below shall be deemed to have terminated the grievance process.
- 5) Failure at any step of this procedure to provide a response to a grievance within the specified time limit shall be deemed a denial and may be appealed as provided herein.
- 6) The time limits specified at any step in this procedure may be extended by mutual written agreement.
- 7) As used in this procedure, the term immediate supervisor shall mean the lowest level of supervisor.
- 8) Once a grievance has been processed and finally denied, repeated filing of grievances on the same exact issue will not be permitted.

- 9) The grievant may designate a representative at any step in the grievance procedure. No person hearing a grievance is required to recognize more than one (1) representative for any grievance.
  
- 10) An employee may choose to represent himself/herself or may be represented by someone other than a UCEA representative when utilizing the grievance procedure. In such event, the UCEA shall be notified in writing that the individual has elected not to be represented by the UCEA in seeking resolution of a grievable matter. The City shall, in writing, notify the UCEA of the nature of the grievance, the decision and remedy sought, provided, however, the names of employee witnesses shall not be disclosed.

**B. Grievance Procedure**

- 1) Informal Step – Grievances shall be resolved informally to the extent possible. The employee and representative, if any, shall discuss the grievance with the immediate supervisor no later than ten (10) working days after the employee knew or reasonably should have known of the event giving rise to the potential grievance. In this discussion, the employee should, in good faith, try to express the problem clearly and suggest a solution(s). Within ten (10) working days of the informal meeting, the supervisor shall provide a verbal response to the employee. A summary of the complaint and the proposed resolution should be forwarded to the Human Resources Department for their information.
  
- 2) Step 1 – If the supervisor does not respond within the time limits, or the grievance has not been resolved, the employee may appeal to the department head by submitting a written grievance. Such written grievance must be made within ten (10) working days of notification to the employee that the grievance is denied or a resolution has not been reached at the informal step.
  - a. The department head shall meet with the grievant and representative, if any, within ten (10) working days of receipt of the written grievance and shall deliver an answer, in writing, to the grievant within ten (10) working days after the meeting.
  
- 3) Step 2 – If the grievance is not resolved, the grievant may file a written appeal to the Human Resources Manager within ten (10) working days from date of delivery of the written response provided in Step 1 of the procedure.
  - a. The Human Resources Manager shall meet with the grievant and representative, if any, within ten (10) working days of receipt of the written appeal and shall deliver an answer, in writing, to the grievant within ten (10) working days after the meeting.

- 4) Step 3 – If the grievance is not resolved, the grievant must file a written appeal to the City Manager within ten (10) working days from date of delivery of the written response provided in Step 2 of the procedure.
  - a. The City Manager shall meet with the grievant and representative, if any, within ten (10) working days of receipt of the written appeal and shall delivery an answer, in writing, to the grievant within ten (10) working days after the meeting.
  
- 5) Step 4 – If the grievance is not resolved, the grievant shall have the right to appeal to the Board of Review. The request for hearing shall be filed with the Human Resources Department within ten (10) working days from date of delivery of the written response provided in Step 3 of the procedure. It shall be the duty of the Human Resources Manager to inform each of the Board members and the City Manager or other persons complained against of the filing of the appeal.

**ARTICLE 40 - DISCIPLINARY PROCEDURE**

The following procedure shall be used for disciplinary actions involving regular employees which involve suspension, demotions for cause, discharge or reductions in pay:

- A. The employee shall receive notice of the proposed action in advance. A notice of seven (7) days for a 1-3 three day suspension and seven (7) days for all other disciplinary actions will be considered the minimum notice.
- B. The notice will contain a statement as to the basis for the proposed action.
- C. The notice will contain a statement of the events and/or circumstances upon which the proposed action is based.
- D. The employee shall be provided copies of documents and materials upon which the action is based.
- E. The employee shall have the right to respond to the proposed action to their department head and upon decision of the Department Head to the City Manager provided said appeal is made within ten (10) calendar days of the decision of the Department Head. The decision of the City Manager shall be final in suspensions involving two or fewer work days for that employee, or its financial equivalent.
- F. The employee will be advised of their right to UCEA representation during their response pursuant to section E above.
- G. The above procedure may be deviated from in circumstances where there is a need for immediate disciplinary action. If such action is taken, the employee shall be put on

administrative leave with pay and remain on such leave until ordered back to work or until the opportunity for response called for above.

**ARTICLE 41 – LAYOFF PROCEDURES**

A. Statement of Intent – Public interest may require the elimination, curtailment, or reorganization of Public Service activities which in turn, may require the City Council to take action to layoff one or more employees.

1). 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 this agreement.

B. Definitions

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

2). Causes for Layoff

- a. If a function is to be discontinued, curtailed, mechanized or operated by a different method.
- b. Reorganization.
- c. Budget reduction.
- d. Termination or decrease in funds and or materials for projects or programs.
- e. The mandatory reinstatement of an employee.

3). Classification – All positions in the classified services shall be part of a classification plan established and maintained by the Human Resources Department. It shall provide grouping of positions by commonality of duties responsibilities and function.

4). 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. Within each job series, it is possible to categorize classification by class level i.e. I, II, or III.

5). 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. Should it become necessary to layoff by seniority, those

employees with least service in the affected classification shall be laid off or demoted:

- a. First by classification; and
- b. Second, to displace an employee, by Total City service, 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 class:
  - 1. An employee must have more Total City service than at least one of the incumbents in the affected class and request displacement action in writing to the Human Resources Manager within five (5) working days of receipt of notice of layoff.
  - 2. Employees bumping to a lower class shall be placed at the salary step representing the least loss of pay. In no case, shall the salary be increased above that received in the class from which the employee was laid off.

When two or more employees have equal seniority, the layoff shall be made at the sole discretion of the appointing authority.

- C. Notification – Employees to be laid off shall be given, whenever possible, 45 calendar days prior notice, but no less than 30 calendar days’ notice. The UCEA shall be provided with a copy of the affected classifications and seniority list by classification of all affected employees within bargaining unit at least 30 days prior to its effective date.
- D. Order of Layoff – In each classification, employees shall be laid off according to employment status in the following order:
  - 1) Seasonal/temporary part-time, contract, and or provisional employees performing services similar to classifications affected by layoff shall be terminated before any reduction in the regular work force. Likewise, other grant-funded employees shall be terminated in affected classifications, in accordance with federal or state rules or guidelines governing such funding programs.
  - 2) Probationary employees and employees holding an interim position, who have regular status in another classification, shall revert to their former classification in the City to determine layoff rights.
  - 3) Regular employees subject to layoff shall be based on seniority of service within that classification. For example, the employee being laid off or displaced from a classification shall be the employee in the affected classification with the least amount of time served in the affected classification.

The order of layoff within a classification subject to a layoff shall be based on seniority of service within that classification. The employee being laid off or displaced from a classification shall be the employee in the affected classification with the least amount of City service.

E. Layoff Procedures – The layoff procedure is intended to minimize the impact of staff reduction on City services and ensure that employees are treated fairly in the process of layoff. The procedure for lay off, once the number of positions to remain by classification has been determined, shall be as follows:

- 1) Except as otherwise provided herein, whenever there is a reduction in the work force, the appointing authority shall demote the affected employee to a vacancy, if any in the lower class for which the employee is qualified. All persons so demoted shall have their names placed on the reemployment list for the higher class.
- 2) An employee affected by layoff shall have the right to displace an employee who has less seniority in a lower classification in which the affected employee once had regular status. For the purpose of this section:

- a. Seniority shall be time served in a classification as defined in Section (II) herein except;
- b. When an employee has been displaced from a classification, the seniority for that displaced employee shall then include, for further layoff purposes, Total City seniority as in Section II (E) herein, to include all time served in the classified service in related classifications affected by the layoff. For the purpose of this section, seniority shall be all periods of full-time service at or above the classification level where the layoff is to occur.

1. If a classification title is changed due to a reclassification, the employee shall retain bumping rights to the previous classification and series.
2. 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 Lead Maintenance Worker and achieves regular status; however, never worked as an Maintenance Worker II. Employee “A” may bump employee “B” in the lower classification of Maintenance Worker II, if Employee “A” has more Total City seniority.

3. Displaced employees are allowed to bump into a lower classification within the job series 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.

4. Employees transferring or voluntarily demoting shall retain the same anniversary date as in their previous position for all purposes, including step advancement.
- 
- F. Reemployment Lists – The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before employment is made from an eligible list.
  - G. Duration of Reemployment List – Names of persons laid off shall be carried on a reemployment list for twelve 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 the balance of the twelve month period.  
  
An individual that may be appointed from a reemployment list will be required to successfully pass a reemployment physical examination provided at City expense.
  - H. Terms and Conditions of Reemployment – Reemployment from a reemployment list to a previously held class shall be at the same step held at the time of layoff and at the current salary of that class at the time of reemployment.

In case of a voluntary demotion from a reemployment list, the employee so electing shall be paid at the highest step in the range for the lower class which does not represent an increase in salary from the salary which would have been effective had the employee been appointed to his/her previously held class; and in no case to exceed “top” step in the current salary range of the class to which the employee is appointed.

Employees reappointed from a reemployment list shall be credited with, at the time of reappointment, all accrued benefits at the time of layoff which was not compensated for at the time of layoff, provided that such accrued benefits shall not exceed established maximum at the time of reappointment.

- I. Retraining – The City will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications not related to their former classification, and will attempt to place said laid-off employees in vacant positions in the City for which they are qualified.

During the twelve months following a layoff, laid-off employees shall be eligible to compete for in-house promotional examinations for positions for which they qualify.

**ARTICLE 42 - BULLETIN BOARDS**

The City agrees to the following facilities and areas for the UCEA to affix bulletin boards of up to three (3) feet by four (4) feet in size:

- City Hall lunch room
- Public Works lunch room
- Fleet Maintenance
- Fire Department
- Police Department first floor lunch room
- Recreation Department
- Animal Shelter (3' x 4' space to be provided on existing bulletin board)

No additional UCEA bulletin boards shall be affixed to City property without the approval of the Human Resources Manager. UCEA material may be posted on these designated bulletin boards only.

The UCEA boards shall be used for posting UCEA business only. All postings for bulletin boards must contain the date of posting and the UCEA's identification. All costs associated with preparing and posting of UCEA material as well as the cost of the bulletin boards will be borne by the UCEA.

The UCEA will not post information which is defamatory, derogatory or obscene.

**ARTICLE 43 - - ASSOCIATION DUES DEDUCTION AND REPRESENTATION**

- A. The City shall deduct UCEA dues from UCEA members, if employee elects to participate in UCEA. UCEA shall notify the City of any changes in its membership. Membership dues will be deducted biweekly from the members' paychecks. .
- B. Dues Deduction – During the term of this agreement the City agrees to deduct from the pay of each UCEA member who elects to participate, a monthly sum certified to the City by the UCEA as the regular monthly dues.

Dues withheld by the City shall be transmitted to the officer designated by the UCEA in writing, at the address specified in the letter of authorization.

The UCEA shall indemnify the City of Upland from all claims made by bargaining unit members as a result of implementing and maintaining Association Dues Deductions. In addition, the UCEA shall refund to the City of Upland any amounts paid in error, upon presentation of supporting evidence.

- C. UCEA Officers and Representatives – Four (4) Officers and three (3) Representatives and/or their designees will be utilized by the UCEA to conduct UCEA-related business. It is understood that the alternates will only be utilized if one of the four stewards is unavailable for a period of five (5) working days or more.

New stewards will be allowed to accompany UCEA representatives for on the job training which will consist of two (2) grievances. One Steward will be allowed to assist in the handling of grievances or other related UCEA business when requested and with the approval of his/her immediate supervisor.

Activities specifically authorized by this MOU (including the Grievance Procedure, meet and confer sessions and other representational activities mandated by law) can be conducted during working hours within reasonable time limits, at no loss of time or pay to the stewards and officers. The UCEA representative must secure permission from the respective department head prior to contacting any employee on City time. No other UCEA activities will be conducted on City time.

UCEA activities may be conducted on City property, outside the work area and the reporting area, if specific areas and times are formally approved in writing by the respective department head and the Human Resources Manager in advance. Such approvals/denials shall be granted within a reasonable time.

**ARTICLE 44 - PREVAILING BENEFITS**

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees in the unit shall remain in full force and effect during the term of this MOU, unless mutually agreed to by both parties.

**ARTICLE 45 - 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 UCEA 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 46 – QUARTERLY PERSONNEL REPORT**

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

**ARTICLE 47 - TERM OF AGREEMENT**

Except where expressly stated otherwise herein, the City and UCEA agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2017 and shall expire on June 30, 2022

**ARTICLE 48 - ZIPPER CLAUSE**

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

**ARTICLE 49 – PREVENTATIVE HEALTH**

Effective, July 1, 2019, employees in the unit may be reimbursed up to \$100 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.

**CITY OF UPLAND**

\_\_\_\_\_  
Rosemary Hoerning,  
Interim City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Morgan Fillion, Human Resources Manager

\_\_\_\_\_  
Date

**UPLAND CITY EMPLOYEES ASSOCIATION**

\_\_\_\_\_  
Rami Asad, Administrative Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleen Sellers, Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
April Flores, Community Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Turnbow, Police Department

\_\_\_\_\_  
Date



## STAFF REPORT

**ITEM NO. 14.B.**

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**SUBJECT:** APPROVAL OF LABOR AGREEMENT WITH UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a Resolution approving a Memorandum of Understanding with the Upland Mid-Management Employees Association (UMMEA).

### **GOAL STATEMENT**

The proposed action supports the City's goal to provide Upland employees with a fair compensation and benefit package, which will assist in the effort to recruit and retain the best employees and foster and maintain harmonious labor relations with all City of Upland employee groups.

### **BACKGROUND**

In approximately March 2017, the City made an initial proposal to the Upland Mid-Management Employees Association (UMMEA) for a five-year term. Since that time, bargaining has occurred intermittently, until the City made a Last, Best and Final Offer to the Association on November 6, 2018.

On December 4, 2018, the UMMEA notified the City by letter of its declaration of Impasse. A hearing was held on February 28, 2019 at Upland City Hall, where all parties were afforded and opportunity to present evidence, testimony, and argument as to their respective positions.

Subsequent to the close of the hearing, a post hearing process was undertaken, which concluded with a Factfinding Report and Recommendation. At the regular meeting of the Upland City Council on July 22, 2019 the Council directed the City Manager to reopen negotiations with the UMMEA.

The following items represent the major changes to the memorandum of understanding:

- The term of the contract is for a period ending June 30, 2022.
- A one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2017 of 1% (one percent) of their annual base salary as of July 1, 2017. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
- A one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2018 of 1% (one percent) of their annual base salary as of July 1, 2018. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
- Effective the pay period beginning August 11, 2019, following MOU ratification by UMMEA and City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.
- Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.
- Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.
- Effective January 1, 2020, the City will contribute up to a maximum of \$1,184 per month towards benefits. Exempt employees may contribute excess cafeteria to their employee's deferred compensation account.
- No cash-in-lieu will be allowed effective January 1, 2020.
- Classic Employees hired after January 1, 2020 shall cost share with the City by contributing 1.4% of CalPERS employer contribution.

In addition, there were several changes to the language in the MOU that were added to reflect changes in the law or for clarification. These changes resulted in no additional cost to the City.

## **ISSUES/ANALYSIS**

Pending Council action, the City will have reached agreement with UMMEA. This agreement is consistent with the direction received from the City Council prior to and during the negotiation process. The agreement was approved by the membership of the UMMEA and presented as a pre-authorized proposal.

## **FISCAL IMPACTS**

The fiscal impact of this agreement for Fiscal Year 2019-20 is estimated to be \$197,000. No additional appropriations are needed at this time as there is 8 months of the annual budget still available. It is expected that a substantial budget surplus resulting from the official close of Fiscal Year 2018-19 will be more than enough to offset the additional costs resulting from approval of all of the various new MOUs. Potential additional appropriations will be addressed at mid year.

## **ALTERNATIVES**

Provide alternative direction to staff.

## **ATTACHMENTS:**

**Resolution Adopting UMMEA MOU**  
**UMMEA MOU Redline**  
**UMMEA MOU**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL APPROVING A  
MEMORANDUM OF UNDERSTANDING WITH THE UPLAND  
MID MANAGEMENT EMPLOYEES ASSOCIATION

Intent of the Parties and Findings

(i) It is the policy of the City of Upland to compensate its employees in a fair and equitable manner for their efficient and faithful service; and

(ii) The City opened negotiations with the duly authorized representatives of the Upland Mid Management Employees Association and have reached Agreement to amend the current Memorandum of Understanding through June 30, 2022.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. The recitals above are found to be true and adopted as findings.

Section 2. The City Council hereby approves the Memorandum of Understanding with the City of Upland the Upland Mid Management Employees Association, attached hereto and incorporated herein by reference, and authorizes the Mayor to execute the Memorandum of Understanding.

Section 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 14th day of October, 2019.

\_\_\_\_\_  
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Upland held on the 14th day of October, 2019, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINED:

ATTEST: \_\_\_\_\_  
Keri Johnson, City Clerk



**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**THE CITY OF UPLAND  
AND**

**THE UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION**

*July 1, 2015 July 1, 2017 to June 30, 2017 June 30, 2022*

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF UPLAND  
AND  
THE UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION  
~~JULY 1, 2015~~ July 1, 2017 – JUNE 30, ~~2022~~2017**

**ARTICLE 1 – PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter known as MOU) is made and entered into by and between the City of Upland (hereinafter referred to as CITY) and the Upland Mid-Management Employees Association (hereinafter referred to “UMMEA”).

**ARTICLE 2 – RECOGNITION**

The City hereby formally recognizes the UMMEA as the representative for those employees in the Mid-Management Employees Unit.

Recognition is granted for the purpose of meeting and conferring on wages, hours, terms and conditions of employment and general representation of employees in this unit.

This MOU shall contain all of the covenants, stipulations, and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment, not covered in this MOU, are covered by existing ordinances, resolutions, policies and practices of the City, as well as the Merit System Rules and Regulations presently in effect.

**ARTICLE 3 – MANAGEMENT RIGHTS**

The rights of the CITY include, but are not limited to the exclusive right to:

- A. Determine the mission of its constituent departments, commissions and boards;
- B. Set standards of service;
- C. Determine the procedure and standards for employment and promotion;
- D. Direct its employees;
- E. Relieve its employees from duty because of lack of work or for other lawful reasons;
- F. Maintain efficiency of government operations;
- G. Determine the methods, means and personnel by which government operations are to be conducted;

- H. Determine the content of job classifications;
- I. Take all necessary actions to carry out its mission in emergencies;
- J. Exercise complete control and discretion over its organization and the technology of performing its work;
- K. To discharge, suspend, demote, reprimand, withhold salary increases or otherwise discipline employees for cause;
- L. To establish employee performance standards, including, but not limited to, quality and quantity standards and to require compliance.

There are no provisions in this MOU that shall be deemed to limit or curtail the City in exercising its rights, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights.

Where required by law, the City agrees, prior to implementation, to meet and confer with the UMMEA concerning the exercise of a City right upon wages, hours and terms and conditions of employment.

The City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency. Except where an emergency situation exists, at least 60 days before the City contracts out work in a general area, where such contracting out would result in the layoff of existing employees, the City will notify the UMMEA and offer the UMMEA an opportunity to meet and discuss the matter before the date any existing bargaining unit employee is laid off. Matters which may be discussed include the necessity for subcontracting, costs, alternatives, placement of affected employees with the contractor or elsewhere within the City.

#### **ARTICLE 4 – SALARIES**

A. Effective the first full pay period following MOU ratification by UMMEA and Approval by the City Council the City shall issue:

a. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2017 of \$1,000.00 1% (one thousand dollars percent) to all unit members of their base annual salary as of July 1, 2017.

The parties agree that the one-time distribution shall not be credible for CalPERS retirement.

b. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2018 of 1% (one percent) of their base annual salary as of July 1, 2018. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.

- B. Effective the pay period beginning August 11, 2019, following MOU ratification by UMMEA and City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.
- C. Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.
- D. Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.

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

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

##### Pension Reform Act of 2013:

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.

##### **A. PEPRA Members:**

Pursuant to the Act, for “new members” herein referred to as PEPRA (Public Employees’ Pension Reform Act) 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.

For PEPRA 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.

For PEPRA members (as defined by the Act) hired after January 1, 2013, the employee shall pay the higher of the classic member contribution or one half of the total normal cost rate as defined by the Act as their employee retirement contribution.

##### **B. Classic Employees – two groups:**

- A.1) ~~Classic Employees – Classic Employees~~ hired on or before December 31, 2019, in the ~~the City of Upland provides its~~ Mid-Management Employees unit are

provided with membership in the California Public Employees Retirement System (CalPERS), 2.5% @ 55 retirement formula. The employee will pay the eight percent (8%) CalPERS employee/member contribution. Classic Employees hired after January 1, 2020 shall cost share with the City by contributing 1.4% of CalPERS employer contribution in addition to the 8% employee/member contribution.

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.

~~B. — Pension Reform Act of 2013~~

~~1) — The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) went into effect on January 1, 2013. In addition, if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which, by law automatically goes into effect, it shall do so. Either party may request to negotiate over the impact of such subsequent legislation.~~

~~2) — Two Tier Retirement — Pursuant to the Act, for “new members” (as defined by the Act) who are employees hired after January 1, 2013, they will be hired pursuant to the 2% @ 62 retirement formula.~~

~~3) — For “new members” (as defined by the Act) who are employees hired after January 1, 2013, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement.~~

~~4) For “new members” (as defined by the Act) hired after January 1, 2013, the employee shall pay the higher of the classic member contribution or one half of the total normal cost rate as defined by the Act as their employee retirement contribution.~~

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

A. Cafeteria Plan - In accordance with "The City of Upland Cafeteria Plan", the city provides a 125 Flexible Benefit Plan ("the Plan"). The regular and intended effect of

the Plan, under current law, is to enable employees to ~~choose between (a) the receipt of benefits~~ receive benefits which may not be subject to either State or Federal income tax ~~or (b) a cash benefit which is subject to tax, but is not included in the employee's hourly rate.~~

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans, that is, during open enrollment periods and when the employee's dependent status changes.

~~1)~~ — The city shall make a monthly contribution as set forth below to each eligible member of the unit to be used toward the Section 125 Cafeteria Plan. These funds shall only be used for qualified benefits as provided for in IRC Section 125. ~~Excess benefit dollars shall be added to each employee's taxable earnings.~~

1)

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

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

4) Employees who meet the requirement shall be allowed to utilize their Section 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.

4)

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

1) Employees hired prior to March 1, 2016 will receive the maximum benefits contribution allocation: ~~For employees hired prior to March 1, 2016, the City will contribute the following to the plan:~~

~~a. Effective March 1, 2016, upon ratification by UCMMEA and City Council approval – \$986.50~~

~~b. Effective January 1, 2017 – \$1112.50~~

a. Effective January 1, 2017 - \$1112.50

b. Effective January 1, 2020 -\$1184.00

2) For ~~Employees~~~~employees~~–hired on or after March 1, 2016 ~~will receive a benefit contribution allocation in the dollar amount equal to 100% of the premium amount for the lowest medical plan in the employee only category.~~the City will contribute the following to the plan to a maximum of \$1,112.50 effective January 1, 2017 and upon ratification by UMMEA and City Council approval \$1,184.00, effective January 1, 2020 and thereafter:

<u>• Employee Only</u>	<u>100% of lowest cost plans for health, dental, vision</u>
<u>• Employee plus one</u>	<u>100% of lowest cost plans for health, dental, vision</u>
<u>• Family</u>	<u>100% of lowest cost plans for health, dental, vision</u>

The employee must pay the difference between the City’s contribution and the actual premium of the plan selected, if any. The City reserves the right to change medical carriers during the open enrollment period. In the event of a change, the City agrees to meet and confer prior to any change.

Only exempt employees may transfer unused Cafeteria Plan funds to the Deferred Compensation 457 Plan. No cash-in-lieu will be allowed effective January 1, 2020.

**ARTICLE 8 – RETIREE HEALTH INSURANCE REIMBURSEMENT**

- A. The City shall contribute monthly on behalf of each retiree ~~enrolled in the Public Employees’ Medical and Hospital Care Act (PEMHCA)~~ the amount set forth in the table below. ~~To the extent that the amount reflected in the table below exceeds the PERS statutory minimum, the City shall reimburse such excess amount directly to the retiree.~~<sup>[MHI]</sup> An additional \$45 per month allowance is provided for spouse if the spouse is covered under the retiree’s insurance.
- B. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance within 120 days from separation.

<u>YEARS OF SERVICE</u>	<u>City's Monthly Payment - Retirees in PERS Medical RETIREE ONLY</u>	<u>City's Monthly Payment - Retirees in PERS Medical RETIREE PLUS SPOUSE</u>	<u>City's Monthly Reimbursement - Retirees in other than PERS Medical</u>
<u>10 - 14 years of service</u>	<u>PERS statutory minimum</u>	<u>PERS statutory minimum</u>	<u>\$72.57</u>
<u>15 - 19 years of service</u>	<u>PERS statutory minimum</u>	<u>\$141.81 per month</u>	<u>\$96.81</u>
<u>20 - 24 years of service</u>	<u>PERS statutory minimum</u>	<u>\$166.05 per month</u>	<u>\$121.05</u>
<u>25 + years of service</u>	<u>\$145.14 per month</u>	<u>\$190.14 per month</u>	<u>\$145.14</u>

The provisions of this article above shall only apply to bargaining unit members hired on or before December 31, 2015. ~~For bargaining unit members hired after January 1, 2016, the City's retiree health contribution will be limited to the CalPERS statutory minimum as provided each year in the PEMHCA for those retirees in enrolled in PEMHCA, only.~~ To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance within 120 days from separation.

**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**

There are two categories of longevity pay.

- A. Longevity Meritorious Pay – Ten Years– Employees with ten (10) years or more of continuous service and who have achieved a minimum of “meets requirements” on the most recent performance evaluation will receive a two percent (2.0%) increase in base salary. An employee who is denied this increase due to the performance evaluation requirement, may follow the grievance procedures as described in this MOU (not credible for CalPERS retirement).
  
- B. Longevity Pay – Twenty Years - Employees with twenty (20) years or more of continuous service will receive a two and one half percent (2.5%) increase in base salary.

These two categories are not mutually exclusive so an employee who meets the requirements of both categories of longevity pay may earn both the 2.0% and the 2.5% concurrently.

**ARTICLE 15 – MERITORIOUS PAY**

It is recognized that certain employees will put forth extraordinary efforts and produce outstanding results for the City. It is desired to reward these individuals. An incentive pay method has been established to encourage all employees to utilize fully their capabilities on behalf of the City. Employees recommended by their department heads and approved by the City Manager may be granted a five percent (5%) increase in salary for a period of three months, six months, or one year. Department head recommendations will be submitted annually on May 1. Payment of meritorious pay will be made in a lump sum annually on the first payday in June. Recommendations will contain the information required in Exhibit B of the Compensation Plan.

**ARTICLE 16 – PREVENTATIVE HEALTH BENEFIT**

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

**ARTICLE 17 – UNIFORM ALLOWANCE**

Effective ~~January 1, 2018~~ July 1, 2018, the Police Dispatch Supervisor and Police Records Supervisor shall receive an allowance in the amount of ~~\$200.00~~ \$300.00 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 – WATER CERTIFICATION TRAINING PAY**

Employees assigned to the Water Division in the classifications listed below will receive Certification Pay for additional certifications earned above and beyond those required at the time of hire, effective upon ratification of this agreement.

Eligible employees will receive 5% for each certification listed in their assigned classification, above and beyond those required at the time of hire, up to a maximum of 10%, in accordance with the following chart.

<u>Classification</u>	<u>Required at Hire</u>	<u>Required Within 12 months</u>	<u>Certifications Eligible for Certification Pay – 5% increase for each</u>
<u>Chief Water Treatment Operator</u>	<u>T5, D3</u>	<u>D4</u>	<u>D5 (Max 5%)</u>
<u>Utility System Supervisor</u>	<u>D4 and Collections I for new hires</u>	<u>D4</u>	<u>D5 (Max 5%) and Collections 1-4 (Max 5%) for total of (Max 10%)</u>

Legend:

"T": Water Treatment Operator Certificate issued by the State of California, Department of Public Health and/or the State Water Resources Board

"D": Water Distribution Operator Certificate issued by the State of California, Department of Public Health and/or the State Water Resources Board

"Collections": California Water Environmental Association (CWEA) Wastewater Collection System Maintenance Certifications

**ARTICLE 19 – HOLIDAYS - FLOATING 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.

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 in cash ~~in lieu of unused vacation~~ for up to 60 hours of unused vacation if they have used at least 40 hours of vacation during the preceding year.

**ARTICLE 25 – BEREAVEMENT LEAVE**

Employees may take up to 30 hours annually (January 1 through December 31) with pay in the event of a death of the following: mother, father, grandfather, grandmother, brother, sister, spouse, child, grandchild, and employee spouse’s father, mother, grandfather, grandmother, brother, sister and any relative who has resided with the employee for at least one year. Adoptive relatives and step relatives shall count the same as relatives by birth. Notification of need for such leave must comply with the City’s Administrative Policy on Sick Leave.

**ARTICLE 26 – QUARTERLY PERSONNEL REPORTS**

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

**ARTICLE 27 – LAYOFF PROCEDURE**

- A. Statement of Intent – Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted pursuant to the provisions of the City’s policy.

- 1) In determining the order of layoff, a combination of factors shall be considered, including: qualifications, productivity, general performance, seniority with the City of Upland, and seniority in job classification, and needs of the City. Variations from the order of layoffs and recall from layoff may occur when the City deems such variations appropriate under fiscal circumstances.
- 2) The factors the City Manager or designee, in his/her discretion, may use to determine layoff include the following:
  - a. An employee's last four performance evaluations, if any;
  - b. Any history of employee commendations, awards, etc;
  - c. Any history of employee disciplinary action;
  - d. Attendance record, including tardiness and unexcused absences;
  - e. Safety record, including personal injury and damage to city property;
  - f. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
  - g. Between two regular appointees in the same classification with similar skills, abilities, qualifications, merit and/or record, the employee with the lesser seniority in the classification shall be laid off first;
  - h. Between two regular appointees in the same classification with equal seniority the employee with the lesser skills, abilities, qualifications, merit and/or record shall be laid off first;
  - i. Memoranda of Understanding ("MOU") between the City and effected bargaining units.

## B. Definitions

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

### Cause for Layoff:

- a. If a function is to be discontinued, curtailed, mechanized, or operated by a different method.
  - b. Reorganization
  - c. Budget reduction
  - d. Termination or decrease in funds and/or materials for projects or programs.
  - e. The mandatory reinstatement of an employee.
- 2) Classification - A classification is the bargaining unit position. A list of classifications within the Upland Mid Management Unit is included in "Exhibit B."
  - 3) Job Series - A group of classifications similar with respect to the duties performed but different in terms of the nature and level of responsibilities performed. Each job series shall be included in "Attachment B."

- 4) Seniority - Seniority for the purpose of determining order of layoff shall be defined as total accumulated continuous time served in regular and probationary status in the City classified service. Regular and probationary status does not include seasonal/temporary part-time, contract, and/or provisional employees.

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

- a. First by classification; and
  - b. Second, to displace an employee, by City Seniority, including time served on military leave of absence in the armed forces of the United States. In order to bump into a former or lower classification:
    1. An employee must have more City Seniority than at least one of the incumbents in the affected class.
    2. Employees bumping to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. When two or more employees have equal seniority, the layoff shall be made in accordance with
- C. Notification – Employees to be laid off shall be given, whenever possible, 45 calendar days prior notice, but no less than 30 calendar days’ notice. The UMMEA shall be provided with a copy of the affected classifications and seniority list by classification of all affected employees within bargaining unit at least 30 days prior to its effective date.
- D. Order of Layoff – In each classification, employees shall be laid off according to employment status in the following order:
- 1) Seasonal/temporary part-time, contract, and/or provisional employees performing services similar to classifications affected by layoff shall be terminated before any reduction in the regular work force. Likewise, other grant-funded employees shall be terminated in affected classifications, in accordance with federal or state rules or guidelines governing such funding programs.
  - 2) Probationary employees and employees holding interim positions, who have regular status in another classification, shall revert to their former classification in the City to determine layoff rights.
  - 3) Regular employees subject to layoff shall be based on seniority of service within that classification. For example, the employee being laid off or displaced from a classification shall be the employee in the affected classification with the least amount of time served in the affected classification.

- E. Layoff Procedure – The layoff procedure is intended to minimize the impact of staff reduction on City services and ensure that employees are treated fairly in the process of layoff. The procedure for lay off, once the number of positions to remain by classification has been determined shall be as follows:
- 1) Except as otherwise provided herein, whenever there is a reduction in the work force, the appointing authority shall demote the affected employee to a vacancy, if any, in a lower class for which the employee is qualified. All persons so demoted shall have their names placed on the reemployment list for the higher class.
  - 2) An employee affected by layoff shall have the right to displace an employee who has less City seniority in a lower classification in which the affected employee once had regular status.
  - 3) If a classification title is changed due to a reclassification; the employee shall retain bumping rights to the previous classification and series.
  - 4) Displaced employees are allowed to bump into positions that they have not previously held, provided that the position did not exist when the employee was appointed to the position from which they are laid off and the employee meets the minimum qualifications.
  - 5) An employee is eligible to bump to a lower classification within job series in which he/she has achieved regular status. For example: Employee “A” is hired in as a Senior Engineer and achieves regular status; however, never worked as an Assistant Engineer. Employee “A” may bump employee “B” in the lower classification of Assistant Engineer, if Employee “A” has more City seniority.
  - 6) Employees transferring or voluntarily demoting shall retain the same anniversary date as in their previous position for all purposes, including step advancement.
- F. Reemployment Lists – The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before employment is made from an eligible list.
- G. Duration of Reemployment List – Names of persons laid off shall be carried on a reemployment list for twelve (12) months, except that the name of an individual reappointed to a regular position of the same class shall, upon reappointment, be dropped from the list. An individual who declines either a voluntary demotion or reemployment in a classification shall be dropped from that specific reemployment list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher class for a balance of the twelve (12)-month period. An individual appointed from a reemployment list may be required to successfully pass a reemployment physical examination provided at City expense.

- H. Terms and Conditions of Reemployment – Reemployment from a reemployment list to a previously held class shall be at the same step held at the time of layoff and at the current salary of that class at the time of reemployment. In case of a voluntary demotion from a reemployment list, the employee so electing shall be paid at the highest step in the range for the lower class which does not represent an increase in salary from the salary which would have been effective had the employee been appointed to his/her previously held class; and in no case to exceed “top” step in the current salary range of the class to which the employee is appointed. Employees reappointed from a reemployment list shall be credited with, at the time of reappointment, all accrued benefits at the time of layoff which were not compensated for at the time of layoff, provided that such accrued benefits shall not exceed established maximum at the time of reappointment.
- I. Retraining – The City will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications not related to their former classification, and will attempt to place said laid-off employees in vacant positions in the City for which they are qualified. During the twelve months following a layoff, laid-off employees shall be eligible to compete for in-house promotional examinations for positions for which they qualify.

#### **ARTICLE 28 – PREVAILING BENEFITS**

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees in the unit shall remain in full force and effect during the term of this MOU, unless mutually agreed to by both parties.

#### **ARTICLE 29 – SAVINGS CLAUSE**

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and UMMEA shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Agreement shall remain in full force and effect.

#### **ARTICLE 30 – TERM OF AGREEMENT**

Except where expressly stated otherwise herein, the City and UMMEA agree that the provisions of this MOU shall become effective on July 1, 201~~7~~<sup>5</sup> and shall expire on June 30, 20~~22~~<sup>17</sup>.

#### **ARTICLE 31 – ZIPPER CLAUSE**

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

**CITY OF UPLAND**

\_\_\_\_\_  
~~Jeannette Vagnozzi~~ Rosemary Hoerning, Deputy Interim City Manager  
Date

\_\_\_\_\_  
Morgan Fillion ~~Tanya Bragg~~, Human Resources Manager Date

**UPLAND MID MANAGEMENT EMPLOYEES ASSOCIATION**

\_\_\_\_\_  
Mary LaPlante, Labor Relations Representative Date

\_\_\_\_\_  
Robert Herbster, UMMEA President Date

\_\_\_\_\_  
Bob Critchfield, UMMEA Vice President Date

\_\_\_\_\_  
Graham Hendrickson, UMMEA Secretary Date



**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**THE CITY OF UPLAND  
AND**

**THE UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION**

***July 1, 2017 to June 30, 2017 June 30, 2022***

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF UPLAND  
AND  
THE UPLAND MID-MANAGEMENT EMPLOYEES ASSOCIATION  
July 1, 2017 – JUNE 30, 2022**

**ARTICLE 1 – PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter known as MOU) is made and entered into by and between the City of Upland (hereinafter referred to as CITY) and the Upland Mid-Management Employees Association (hereinafter referred to “UMMEA”).

**ARTICLE 2 – RECOGNITION**

The City hereby formally recognizes the UMMEA as the representative for those employees in the Mid-Management Employees Unit.

Recognition is granted for the purpose of meeting and conferring on wages, hours, terms and conditions of employment and general representation of employees in this unit.

This MOU shall contain all of the covenants, stipulations, and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment, not covered in this MOU, are covered by existing ordinances, resolutions, policies and practices of the City, as well as the Merit System Rules and Regulations presently in effect.

**ARTICLE 3 – MANAGEMENT RIGHTS**

The rights of the CITY include, but are not limited to the exclusive right to:

- A. Determine the mission of its constituent departments, commissions and boards;
- B. Set standards of service;
- C. Determine the procedure and standards for employment and promotion;
- D. Direct its employees;
- E. Relieve its employees from duty because of lack of work or for other lawful reasons;
- F. Maintain efficiency of government operations;
- G. Determine the methods, means and personnel by which government operations are to be conducted;
- H. Determine the content of job classifications;
- I. Take all necessary actions to carry out its mission in emergencies;

- J. Exercise complete control and discretion over its organization and the technology of performing its work;
- K. To discharge, suspend, demote, reprimand, withhold salary increases or otherwise discipline employees for cause;
- L. To establish employee performance standards, including, but not limited to, quality and quantity standards and to require compliance.

There are no provisions in this MOU that shall be deemed to limit or curtail the City in exercising its rights, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights.

Where required by law, the City agrees, prior to implementation, to meet and confer with the UMMEA concerning the exercise of a City right upon wages, hours and terms and conditions of employment.

The City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency. Except where an emergency situation exists, at least 60 days before the City contracts out work in a general area, where such contracting out would result in the layoff of existing employees, the City will notify the UMMEA and offer the UMMEA an opportunity to meet and discuss the matter before the date any existing bargaining unit employee is laid off. Matters which may be discussed include the necessity for subcontracting, costs, alternatives, placement of affected employees with the contractor or elsewhere within the City.

**ARTICLE 4 – SALARIES**

- A. Effective the first full pay period following MOU ratification by UMMEA and Approval by the City Council the City shall issue:
  - a. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2017 of 1% (one percent) of their base annual salary as of July 1, 2017. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
  - b. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2018 of 1% (one percent) of their base annual salary as of July 1, 2018. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
- B. Effective the pay period beginning August 11, 2019, following MOU ratification by UMMEA and City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.

- C. Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.
- D. Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.

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

**ARTICLE 5 – RETIREMENT BENEFITS**

**Pension Reform Act of 2013:**

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.

**A. PEPRA Members:**

Pursuant to the Act, for “new members” herein referred to as PEPRA (Public Employees’ Pension Reform Act) 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.

For PEPRA 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.

For PEPRA members (as defined by the Act) hired after January 1, 2013, the employee shall pay the higher of the classic member contribution or one half of the total normal cost rate as defined by the Act as their employee retirement contribution.

**B. Classic Employees – two groups:**

- 1) Classic Employees hired on or before December 31, 2019, in the Mid-Management Employees unit are provided with membership in the California Public Employees Retirement System (CalPERS), 2.5% @ 55 retirement formula. The employee will pay the eight percent (8%) CalPERS employee/member contribution. Classic Employees hired after January 1, 2020 shall cost share with the City by contributing 1.4% of CalPERS employer contribution in addition to the 8% employee/member contribution.

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 7 – HEALTH INSURANCE – CAFETERIA PLAN**

- A. Cafeteria Plan - In accordance with "The City of Upland Cafeteria Plan", the city provides a 125 Flexible Benefit Plan ("the Plan"). The regular and intended effect of the Plan, under current law, is to enable employees to receive benefits which may not be subject to either State or Federal income tax.

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans, that is, during open enrollment periods and when the employee's dependent status changes.

- 1) The city shall make a monthly contribution as set forth below to each eligible member of the unit to be used toward the Section 125 Cafeteria Plan. These funds shall only be used for qualified benefits as provided for in IRC Section 125.
  - 2) All employees must enroll in one of the health program plans unless they submit to the city proof of comparable health coverage.
  - 3) Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance plan the city offers.
  - 4) Employees who meet the requirement shall be allowed to utilize their Section 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.
- B. City Section 125 Benefit Contribution– The City will make available to each covered employee a monthly amount for benefits, as specified in this MOU.
- 1) Employees hired prior to March 1, 2016 will receive the maximum benefits contribution allocation:
    - a. Effective January 1, 2017 - \$1112.50
    - b. Effective January 1, 2020 - \$1184.00

2) For employees hired on or after March 1, 2016 the City will contribute the following to the plan to a maximum of \$1,112.50 effective January 1, 2017 and upon ratification by UMMEA and City Council approval \$1,184.00, effective January 1, 2020 and thereafter:

- Employee Only 100% of lowest cost plans for health, dental, vision
- Employee plus one 100% of lowest cost plans for health, dental, vision
- Family 100% of lowest cost plans for health, dental, vision

The employee must pay the difference between the City’s contribution and the actual premium of the plan selected, if any. The City reserves the right to change medical carriers during the open enrollment period. In the event of a change, the City agrees to meet and confer prior to any change.

Only exempt employees may transfer unused Cafeteria Plan funds to the Deferred Compensation 457 Plan. No cash-in-lieu will be allowed effective January 1, 2020.

**ARTICLE 8 – RETIREE HEALTH INSURANCE REIMBURSEMENT**

- A. The City shall contribute monthly on behalf of each retiree the amount set forth in the table below. An additional \$45 per month allowance is provided for spouse if the spouse is covered under the retiree’s insurance.
- B. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance within 120 days from separation.

YEARS OF SERVICE	<b><u>City’s Monthly Payment - Retirees in PERS Medical RETIREE ONLY</u></b>	<b><u>City’s Monthly Payment - Retirees in PERS Medical RETIREE PLUS SPOUSE</u></b>	<b><u>City’s Monthly Reimbursement - Retirees in other than PERS Medical</u></b>
10 - 14 years of service	PERS statutory minimum	PERS statutory minimum	\$72.57
15 - 19 years of service	PERS statutory minimum	\$141.81 per month	\$96.81
20 - 24 years of service	PERS statutory minimum	\$166.05 per month	\$121.05
25 + years of service	\$145.14 per month	\$190.14 per month	\$145.14

The provisions of this article above shall only apply to bargaining unit members hired on or before December 31, 2015. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance within 120 days from separation.

**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**

There are two categories of longevity pay.

- A. Longevity Meritorious Pay – Ten Years– Employees with ten (10) years or more of continuous service and who have achieved a minimum of “meets requirements” on the most recent performance evaluation will receive a two percent (2.0%) increase in base salary. An employee who is denied this increase due to the performance evaluation requirement, may follow the grievance procedures as described in this MOU (not credible for CalPERS retirement).
- B. Longevity Pay – Twenty Years - Employees with twenty (20) years or more of continuous service will receive a two and one half percent (2.5%) increase in base salary.

These two categories are not mutually exclusive so an employee who meets the requirements of both categories of longevity pay may earn both the 2.0% and the 2.5% concurrently.

**ARTICLE 15 – MERITORIOUS PAY**

It is recognized that certain employees will put forth extraordinary efforts and produce outstanding results for the City. It is desired to reward these individuals. An incentive pay method has been established to encourage all employees to utilize fully their capabilities on behalf of the City. Employees recommended by their department heads and approved by the City Manager may be granted a five percent (5%) increase in salary for a period of three months, six months, or one year. Department head recommendations will be submitted annually on May 1. Payment of meritorious pay will be made in a lump sum annually on the first payday in June. Recommendations will contain the information required in Exhibit B of the Compensation Plan.

**ARTICLE 16 – PREVENTATIVE HEALTH BENEFIT**

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

**ARTICLE 17 – UNIFORM ALLOWANCE**

Effective January 1, 2018, the Police Dispatch Supervisor and Police Records Supervisor shall receive an allowance in the amount of \$300.00 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 – WATER CERTIFICATION TRAINING PAY**

Employees assigned to the Water Division in the classifications listed below will receive Certification Pay for additional certifications earned above and beyond those required at the time of hire, effective upon ratification of this agreement.

Eligible employees will receive 5% for each certification listed in their assigned classification, above and beyond those required at the time of hire, up to a maximum of 10%, in accordance with the following chart.

<i>Classification</i>	<i>Required at Hire</i>	<i>Required Within 12 months</i>	<i>Certifications Eligible for Certification Pay – 5% increase for each</i>
<i>Chief Water Treatment Operator</i>	<i>T5, D3</i>	<i>D4</i>	<i>D5 (Max 5%)</i>
<i>Utility System Supervisor</i>	<i>D4 and Collections 1 for new hires</i>	<i>D4</i>	<i>D5 (Max 5%) and Collections 1-4 (Max 5%) for total of (Max 10%)</i>

Legend:

"T": Water Treatment Operator Certificate issued by the State of California, Department of Public Health and/or the State Water Resources Board

"D": Water Distribution Operator Certificate issued by the State of California, Department of Public Health and/or the State Water Resources Board

"Collections": California Water Environmental Association (CWEA) Wastewater Collection System Maintenance Certifications

**ARTICLE 19 – HOLIDAYS - FLOATING 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.

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 in cash for up to 60 hours of unused vacation if they have used at least 40 hours of vacation during the preceding year.

**ARTICLE 25 – BEREAVEMENT LEAVE**

Employees may take up to 30 hours annually (January 1 through December 31) with pay in the event of a death of the following: mother, father, grandfather, grandmother, brother, sister, spouse, child, grandchild, and employee spouse’s father, mother, grandfather, grandmother, brother, sister and any relative who has resided with the employee for at least one year. Adoptive relatives and step relatives shall count the same as relatives by birth. Notification of need for such leave must comply with the City’s Administrative Policy on Sick Leave.

**ARTICLE 26 – QUARTERLY PERSONNEL REPORTS**

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

**ARTICLE 27 – LAYOFF PROCEDURE**

- A. Statement of Intent – Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted pursuant to the provisions of the City’s policy.
- 1) In determining the order of layoff, a combination of factors shall be considered, including: qualifications, productivity, general performance, seniority with the City of Upland, and seniority in job classification, and needs of the City. Variations from the order of layoffs and recall from layoff may occur when the City deems such variations appropriate under fiscal circumstances.
  - 2) The factors the City Manager or designee, in his/her discretion, may use to determine layoff include the following:
    - a. An employee’s last four performance evaluations, if any;
    - b. Any history of employee commendations, awards, etc;
    - c. Any history of employee disciplinary action;
    - d. Attendance record, including tardiness and unexcused absences;
    - e. Safety record, including personal injury and damage to city property;
    - f. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
    - g. Between two regular appointees in the same classification with similar skills, abilities, qualifications, merit and/or record, the employee with the lesser seniority in the classification shall be laid off first;
    - h. Between two regular appointees in the same classification with equal seniority the employee with the lesser skills, abilities, qualifications, merit and/or record shall be laid off first;
    - i. Memoranda of Understanding (“MOU”) between the City and effected bargaining units.

B. Definitions

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

Cause for Layoff:

- a. If a function is to be discontinued, curtailed, mechanized, or operated by a different method.
  - b. Reorganization
  - c. Budget reduction
  - d. Termination or decrease in funds and/or materials for projects or programs.
  - e. The mandatory reinstatement of an employee.
- 2) Classification - A classification is the bargaining unit position. A list of classifications within the Upland Mid Management Unit is included in “Exhibit B.”
  - 3) Job Series - A group of classifications similar with respect to the duties performed but different in terms of the nature and level of responsibilities performed. Each job series shall be included in “Attachment B.”
  - 4) Seniority - Seniority for the purpose of determining order of layoff shall be defined as total accumulated continuous time served in regular and probationary status in the City classified service. Regular and probationary status does not include seasonal/temporary part-time, contract, and/or provisional employees.

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

- a. First by classification; and
- b. Second, to displace an employee, by City Seniority, including time served on military leave of absence in the armed forces of the United States. In order to bump into a former or lower classification:
  1. An employee must have more City Seniority than at least one of the incumbents in the affected class.
  2. Employees bumping to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. When two or more employees have equal seniority, the layoff shall be made in accordance with

- C. Notification – Employees to be laid off shall be given, whenever possible, 45 calendar days prior notice, but no less than 30 calendar days’ notice. The UMMEA shall be provided with a copy of the affected classifications and seniority list by classification of all affected employees within bargaining unit at least 30 days prior to its effective date.
- D. Order of Layoff – In each classification, employees shall be laid off according to employment status in the following order:
  - 1) Seasonal/temporary part-time, contract, and/or provisional employees performing services similar to classifications affected by layoff shall be terminated before any reduction in the regular work force. Likewise, other grant-funded employees shall be terminated in affected classifications, in accordance with federal or state rules or guidelines governing such funding programs.
  - 2) Probationary employees and employees holding interim positions, who have regular status in another classification, shall revert to their former classification in the City to determine layoff rights.
  - 3) Regular employees subject to layoff shall be based on seniority of service within that classification. For example, the employee being laid off or displaced from a classification shall be the employee in the affected classification with the least amount of time served in the affected classification.
- E. Layoff Procedure – The layoff procedure is intended to minimize the impact of staff reduction on City services and ensure that employees are treated fairly in the process of layoff. The procedure for lay off, once the number of positions to remain by classification has been determined shall be as follows:
  - 1) Except as otherwise provided herein, whenever there is a reduction in the work force, the appointing authority shall demote the affected employee to a vacancy, if any, in a lower class for which the employee is qualified. All persons so demoted shall have their names placed on the reemployment list for the higher class.
  - 2) An employee affected by layoff shall have the right to displace an employee who has less City seniority in a lower classification in which the affected employee once had regular status.
  - 3) If a classification title is changed due to a reclassification; the employee shall retain bumping rights to the previous classification and series.
  - 4) Displaced employees are allowed to bump into positions that they have not previously held, provided that the position did not exist when the employee was appointed to the position from which they are laid off and the employee meets the minimum qualifications.

- 5) An employee is eligible to bump to a lower classification within job series in which he/she has achieved regular status. For example: Employee “A” is hired in as a Senior Engineer and achieves regular status; however, never worked as an Assistant Engineer. Employee “A” may bump employee “B” in the lower classification of Assistant Engineer, if Employee “A” has more City seniority.
  - 6) Employees transferring or voluntarily demoting shall retain the same anniversary date as in their previous position for all purposes, including step advancement.
- F. Reemployment Lists – The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before employment is made from an eligible list.
- G. Duration of Reemployment List – Names of persons laid off shall be carried on a reemployment list for twelve (12) months, except that the name of an individual reappointed to a regular position of the same class shall, upon reappointment, be dropped from the list. An individual who declines either a voluntary demotion or reemployment in a classification shall be dropped from that specific reemployment list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher class for a balance of the twelve (12)-month period. An individual appointed from a reemployment list may be required to successfully pass a reemployment physical examination provided at City expense.
- H. Terms and Conditions of Reemployment – Reemployment from a reemployment list to a previously held class shall be at the same step held at the time of layoff and at the current salary of that class at the time of reemployment. In case of a voluntary demotion from a reemployment list, the employee so electing shall be paid at the highest step in the range for the lower class which does not represent an increase in salary from the salary which would have been effective had the employee been appointed to his/her previously held class; and in no case to exceed “top” step in the current salary range of the class to which the employee is appointed. Employees reappointed from a reemployment list shall be credited with, at the time of reappointment, all accrued benefits at the time of layoff which were not compensated for at the time of layoff, provided that such accrued benefits shall not exceed established maximum at the time of reappointment.
- I. Retraining – The City will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications not related to their former classification, and will attempt to place said laid-off employees in vacant positions in the City for which they are qualified. During the twelve months following

a layoff, laid-off employees shall be eligible to compete for in-house promotional examinations for positions for which they qualify.

**ARTICLE 28 – PREVAILING BENEFITS**

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees in the unit shall remain in full force and effect during the term of this MOU, unless mutually agreed to by both parties.

**ARTICLE 29 – SAVINGS CLAUSE**

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and UMMEA shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Agreement shall remain in full force and effect.

**ARTICLE 30 – TERM OF AGREEMENT**

Except where expressly stated otherwise herein, the City and UMMEA agree that the provisions of this MOU shall become effective on July 1, 2017 and shall expire on June 30, 2022.

**ARTICLE 31 – ZIPPER CLAUSE**

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

**CITY OF UPLAND**

\_\_\_\_\_  
Rosemary Hoerning, Interim City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Morgan Fillion, Human Resources Manager

\_\_\_\_\_  
Date

**UPLAND MID MANAGEMENT EMPLOYEES ASSOCIATION**

\_\_\_\_\_  
Mary LaPlante, Labor Relations Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Herbster, UMMEA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bob Critchfield, UMMEA Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Graham Hendrickson, UMMEA Secretary

\_\_\_\_\_  
Date



## STAFF REPORT

ITEM NO. 14.C.

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**SUBJECT:** APPROVAL OF LABOR AGREEMENT WITH UPLAND POLICE MANAGEMENT ASSOCIATION

---

### RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution approving a Memorandum of Understanding (MOU) with the Upland Police Management Association (UPMA).

### GOAL STATEMENT

The proposed action supports the City's goal to provide Upland employees with a fair compensation and benefit package, which will assist in the effort to recruit and retain the best employees and foster and maintain harmonious labor relations with all City of Upland employee groups.

### BACKGROUND

In approximately July 2017, the City made an initial proposal to the Upland Police Management Association (UPMA) for a five-year term. Since that time, bargaining has occurred intermittently.

The following items represent the major changes to the memorandum of understanding:

- The term of the contract is for a period ending June 30, 2022.
- A one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2017 of 1% (one percent) of their annual base salary as of July 1, 2017. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
- A one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2018 of 1% (one percent) of their annual base salary as of July 1, 2018. The parties agree that the one-time distribution shall not be

credible for CalPERS retirement.

- Effective the pay period beginning August 11, 2019, following MOU ratification by UPMA and City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.
- Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.
- Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.
- Effective January 1, 2020, the City will contribute a maximum of \$1,300 per month towards benefits. Exempt employees may contribute excess cafeteria to their employee's deferred compensation account.
- No cash-in-lieu will be allowed effective January 1, 2020.
- The City agrees to pay an additional \$100.00 per month in deferred compensation on behalf of each unit member. (Employee unit requested consideration for the option of establishing a Retirement Trust Account (RTA). The request will be evaluated and if determined to be reasonable a side letter will be developed.)
- Beginning FY 2019-2020, employees in the unit may be reimbursed up to \$180 annually for the purchase of items or participation considered acceptable as defined in the City's Preventative Health Benefits policy. Previously, this benefit was only provided to Captains.
- The City will provide compensation in the amount of 2.5% of base salary for Police Captains, Sergeants and Lieutenants in the unit who successfully complete a fluency examination. Previously, Captains received \$50 per month for bilingual pay.
- 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.
- In December of every year, Police Sergeants and Lieutenants 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.

In addition, there were several changes to the language in the MOU that were added to reflect changes in the law or for clarification. These changes resulted in no additional cost to the City.

## **ISSUES/ANALYSIS**

Pending Council action, the City will have reached agreement with UPMA. This agreement is consistent with direction received from the City Council prior to and during the negotiation process. The agreement was ratified by the membership of the UPMA and presented as a pre-authorized proposal.

## **FISCAL IMPACTS**

The fiscal impact of this agreement for Fiscal Year 2019-20 is estimated to be \$118,000. No additional appropriations are needed at this time as there is 8 months of the annual budget still available. It is expected that a substantial budget surplus resulting from the official close of Fiscal Year 2018-19 will be more than enough to offset the additional costs resulting from approval of all of the various new MOUs. Potential additional appropriations will be addressed at mid year.

## **ALTERNATIVES**

Provide alternative direction to staff.

## **ATTACHMENTS:**

**Resolution Adopting MOU with UPMA**  
**UPMA MOU Redline**  
**UPMA MOU**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE UPLAND POLICE MANAGEMENT ASSOCIATION

Intent of the Parties and Findings

(i) It is the policy of the City of Upland to compensate its employees in a fair and equitable manner for their efficient and faithful service; and

(ii) The City opened negotiations with the duly authorized representatives of the Upland Police Management Association and have reached Agreement to amend the current Memorandum of Understanding through June 30, 2022.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. The recitals above are found to be true and adopted as findings.

Section 2. The City Council hereby approves the Memorandum of Understanding between the City of Upland and the Upland Police Management Association, attached hereto and incorporated herein by reference, and authorizes the Mayor to execute the Memorandum of Understanding.

Section 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 14TH day of October, 2019.

\_\_\_\_\_  
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Upland held on the 14th day of October, 2019, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINED:

ATTEST: \_\_\_\_\_  
Keri Johnson, City Clerk



**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**THE CITY OF UPLAND**

**AND**

**THE UPLAND POLICE MANAGEMENT ASSOCIATION**

***July 1, 2015 July 1, 2017 to June 30, 2017 June 30, 2022***

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF UPLAND  
AND  
THE UPLAND POLICE MANAGEMENT ASSOCIATION  
July 1, 2015-2017 – JUNE 30, 2017-2022**

**ARTICLE 1 - TERM OF AGREEMENT**

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (MOU) shall be effective on July 1, 2015-2017, and shall expire on June 30, 2017-2022.

**ARTICLE 2 – PREAMBLE**

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Upland (hereinafter referred to as “City”) and the Upland Police Management Association (hereinafter referred to “Association”).

**ARTICLE 3 – RECOGNITION**

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

**ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

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

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

**ARTICLE 5 – SALARIES**

A. Effective the first full pay period following MOU ratification by UPMA and Approval by the City Council the City shall issue:

- a. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2017 of 1% (one percent) of their annual base salary as of July 1, 2017. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
- b. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2018 of 1% (one percent) of their annual base salary as of July 1, 2018. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.

B. Effective the pay period beginning August 11, 2019, following MOU ratification by UPMA and City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.

C. Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.

D. Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.

~~A. Effective the first full pay period following MOU ratification by the UPMA and City Council approval, each unit employee shall receive a one time distribution of \$500.00.~~

~~B. Effective January 1, 2016, all employees in this unit will receive a 1.5% increase in base salary.~~

~~C. Effective the first full pay period following July 1, 2016, all employees in this unit will receive a 1.5% increase in base salary.~~

**ARTICLE 6 – RETIREMENT**

- A. Classic Employees – The City of Upland provides its Police Sergeants and Lieutenants with membership in the California Public Employees’ Retirement System (CalPERS), 3% @ 55 retirement formula.

Effective January 1, 2016, “Classic” employees defined by the Pension Reform Act of 2013 will pay the nine percent (9%) CalPERS employee/member contribution and an additional one and one-half percent (1.5%) “cost sharing” pension contribution. Total employee/member contribution to be ten and one-half percent (10.5%). This cost sharing pension contribution shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

Effective the first full pay period following July 1, 2016, “Classic” employees defined by the Pension Reform Act of 2013 will pay the nine percent (9%) CalPERS employee/member contribution and an additional three percent (3%) “cost sharing” pension contribution. Total employee/member contribution to be twelve percent (12%). This cost sharing pension contribution shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City’s amendment to the CalPERS contract, employee “cost sharing” contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits.

The City contracts with CalPERS for the Single Highest Year Option for all employees who are not defined as “new members” pursuant to the Pension Reform Act of 2013 and the 1959 Survivor Benefit, 3<sup>rd</sup> level for all members of the bargaining unit. There is an employee cost of \$2.00 per month for the 1959 Survivor Benefit. The agreement between the City and CalPERS allows for the buy-back of time served by the employee in the Military as defined under PERS Regulation, Section 21024.

The City, at the Police Chief’s discretion, and in accordance with the law, will allow police officers who voluntarily retire from City service and who are at least 50 years of age at the time of retirement to be rehired as a contract service worker (CSW-Retiree) in his/her previous position for a period not to exceed 960 hours in the fiscal year of retirement and for an additional 960 hours in the fiscal year following retirement. The CSW-Retiree will be paid at the hourly rate earned and hold the same rank as on the last full day of employment. CSW-Retirees will receive one-third of the Cafeteria amount provided full-time officers and the

same uniform allowance as received by full-time officers. CSW-Retirees are employed on an at-will basis and shall not be eligible for any layoff benefits. All applicable PERS regulations and statutes regarding the employment of retirees shall apply.

B. Pension Reform Act of 2013 –

- 1) The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) went into effect on January 1, 2013. In addition, if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which, by law automatically goes into effect, it shall do so. Either party may request to negotiate over the impact of such subsequent legislation.
- 2) Two Tier Retirement: Pursuant to the Act, for “new members” (as defined by the Act) who are employees hired after January 1, 2013, they will be hired pursuant to the 2.7% @ 57 retirement formula.
- 3) For “new members” (as defined by the Act) who are employees hired after January 1, 2013, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement.
- 4) Employee Paid Retirement Contribution - For employees defined as “new members” by the Act hired after January 1, 2013, they shall pay the higher of the classic member contribution or one half of the total normal cost rate as defined by the Act as their employee retirement contribution.

**ARTICLE 7 - DEFERRED COMPENSATION**

The City contributes five percent (5%) of base monthly salary to the City’s deferred compensation plan on behalf of each employee in the unit. Effective September 1, 2019, the City agrees to pay an additional \$100.00 per month in deferred compensation on behalf of each unit member.

**ARTICLE 8 – HEALTH INSURANCE – CAFETERIA PLAN**

A. Cafeteria Plan - In accordance with "The City of Upland Cafeteria Plan", the city provides a 125 Flexible Benefit Plan ("the Plan"). The regular and intended effect of the Plan, under current law, is to enable employees to choose between (a) the receipt of benefits receive benefits which may not be subject to either State or Federal income tax or (b) a cash benefit which is subject to tax, but is not included in the employee's hourly rate.

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans,



- Family 100% of lowest cost plans for health, dental, vision

~~C. For employees hired after January 1, 2016, the City will contribute, the city will contribute up to the maximum of the following to the plan:~~

- ~~— Effective January 1, 2017 — \$1267.00~~
- ~~— Effective January 1, 2020 — \$1300.00~~

The employee must pay the difference between the City’s contribution and the actual premium of the plan selected, if any. The City reserves the right to change medical carriers. In the event of a change, the city agrees to meet and confer over the impact of the decision.

~~Exempt employees may transfer unused Cafeteria Plan funds to the Deferred Compensation 457 Plan. No cash-in-lieu will be allowed effective January 1, 2020. All exempt employees will still be entitled to cash in lieu of benefits.~~

**ARTICLE 9 – RETIREE HEALTH INSURANCE REIMBURSEMENT**

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

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

The provisions of this article above shall only apply to bargaining unit members hired on or before March 31, 2016. ~~For bargaining unit members hired after April 1, 2016, the City’s retiree health contribution will be limited to the CalPERS statutory minimum as provided each year in the Public Employees’ Medical and Hospital Care Act (PEMHCA) for those retirees in enrolled in PEMHCA, only.~~

**ARTICLE 10 – RETIREE HEALTH SAVINGS ACCOUNTS**

Effective January 1, 2007, Retirement Health Savings (RHS) accounts ~~will be~~currently established through ICMA which will be payable to the employee only upon service or disability retirement with the City of Upland. City contributions to the RHS accounts will be based upon years of service in accordance with the following schedule:

Years of Service	Monthly City Contribution	Yearly City Contribution
5 to 9.99	\$12.50	\$150.00
10 to 14.99	\$25.00	\$300.00
15 to 19.99	\$50.00	\$600.00
20 to 24.99	\$75.00	\$900.00
25 +	\$100.00	\$1,200.00

Upon retirement, all UPMA members shall convert 50% of accrued sick leave, 100% of accrued vacation and 100% of compensatory time to cash and deposit into their Retiree Health Savings Account on a tax deferred basis (in accordance with IRS guidelines). Therefore the current options of cashing out half of accrued sick leave or using Personal Leave (½ of accrued sick leave) at retirement will no longer be allowable.

Retirees are eligible to continue their medical, dental and vision coverage with the City of Upland until they reach Medicare Eligible Age, at which time they will be required to enroll in a non-City sponsored Medicare plan. The retiree may choose to remain on the City’s Dental and Vision plan. All post-retirement Medical, Dental and Vision benefits will be paid by the retiree.

If the retiree should become deceased while an eligible surviving spouse is enrolled in coverage, the surviving spouse may continue their Medical, Dental and/or Vision coverage with the City at their own expense. The Surviving Spouse will not be eligible for the Retiree Health Insurance Reimbursement allowance

This Article does not apply to unit members hired after the effective date of this agreement. The City will not make any contributions for new hires under this Article.

The City shall have the ability to change providers through an RFP process.

**ARTICLE 11 – PREVENTATIVE HEALTH BENEFIT**

Beginning FY2019-2020, employees in the unit may be reimbursed up to \$180 annually for the purchase of items or participation considered acceptable as defined in the City’s Preventative Health Benefits policy. This reimbursement shall be made in June of each year. Other use may be approved by the City Manager.

~~Police Captains may be reimbursed up to \$180 annually for the purchase of items, classes, memberships or programs which contribute to physical fitness. This reimbursement shall be made in June of each year. Items which will be considered acceptable for reimbursement are defined in the City’s policy on Preventative Health Benefits.~~

**ARTICLE 12 – LIFE INSURANCE**

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

**ARTICLE 13 – BILINGUAL PAY**

The City will provide compensation in the amount of 2.5% of base salary for Police Captains, Sergeants and Lieutenants in the unit who successfully complete a fluency examination. ~~Police Captains will receive compensation in the amount of \$50 per month upon successful completion of a fluency exam.~~

**ARTICLE 14 – COURT STANDBY PAY**

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

Police Sergeant and Lieutenants who are placed on court standby will be compensated 2.5 hours at the rate of one and one-half (1.5) their regular pay.

Court standby compensation is intended for staff who are off-duty, and shall not apply to members responding to court within one hour before a regularly scheduled work shift (i.e. as discussed by the parties for example, this includes members who are called to court at 8:00 a.m. on a day they are already regularly scheduled to report to work at 9:00 a.m.)

Employees who were not placed on court standby but have been called to court during their off-duty time will receive a minimum of three hours compensation at the rate of one and one half (1.5) their regular rate of pay. However, members who were not placed on court standby but are called to court on a regularly scheduled work day before their shift begins (i.e., members who are called to court at 8:00 a.m. on a day they are already scheduled to report to work at 9:00 a.m.) are only entitled to one hour of court call back pay. 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 15 – HOLIDAY PAY**

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

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

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving Day	(The Day After the Fourth Thursday in November)
Christmas Day	(December 25)

All holidays shall be 10 hours unless otherwise noted.

If the holiday falls on a Friday or Saturday, Thursday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday.

Police Captains shall receive 32 hours of Floating Holiday annually. Floating holiday hours must be used during the calendar year or they will be removed from the books on December 31st of each year.

**ARTICLE 16 - LONGEVITY PAY**

Employees in the unit with ten (10) years or more of continuous City service will receive a two and one half percent (2.5%) increase in base salary, effective January 1, 2016.

Employees in the unit with twenty (20) years or more of continuous City service will receive an additional two and one half percent (2.5%) increase in base salary, for a total of five percent (5%) longevity pay.

**ARTICLE 17 – EDUCATION INCENTIVE AND POST CERTIFICATE PAY**

A. Police Sergeants and Lieutenants –

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

2.5% of base salary for an Associate's Degree (or equiv. college units)

**OR**

5% of base salary for a Bachelor's Degree (or equiv. college units).

2) POST Certificate Pay in the following amounts, effective January 1, 2006:

2.5% of base salary for an Intermediate POST Certificate

**OR**

5% of base salary for an Advanced POST Certificate.

Eligible Police Sergeants and Lieutenants may only receive one payment amount within each category of Incentive Pay, to a maximum allowable of ten percent (10%) of base salary.

Educational Incentive and POST Certificate Pay will take effect when employees in the unit reach Step D in the salary schedule. However, upon promotion from Detective to Sergeant, those receiving Educational Incentive and/or POST Certificate Pay shall maintain the benefit at the same compensation level.

Those employees who were receiving educational incentive and POST certificate pay prior to June 30, 1985 will continue to receive the same compensation and will not be affected by this change.

**B. Police Captains –**

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

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

**ARTICLE 18 - MERITORIOUS PAY**

It is recognized that certain employees will put forth the extraordinary efforts and produce outstanding results for the City. It is desired to reward these individuals. An incentive pay method has been established to encourage all employees to utilize fully their capabilities on behalf of the City. Employees recommended by their department heads and approved by the City Manager may be granted a five percent (5%) increase in salary for period of three months, six months, or one year. Department Head recommendations will be submitted annually on May 1. Payment of meritorious pay will be made in a lump sum annually on the first payday in June. Recommendations will contain the information required in Exhibit F of the Compensation Plan.

Any Police Sergeant or Lieutenant who uses 24 hours or less sick time in the period from December 1st through November 30th, and has at some time during that period accrued 1000 hours of sick leave, and has between 952 and 1000 hours of accrued sick leave as of December 1st will receive \$200 (\$500 effective 1/1/08). Computations will be made and payment will be in the form of a lump sum payable on the first payday in December of each year. Such payment will only be made to persons actually in the employ of the City on the date of payment.

**ARTICLE 19 - OVERTIME PAY**

Police Sergeants and Lieutenants shall receive overtime at the rate of one and one-half (1 ½) times their regular rate of pay for time worked in excess of 40 hours in a 7 day work period. Paid vacation and sick leave and compensatory time off during a work period are counted as hours worked for overtime purposes.

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

**ARTICLE 20 – COMPENSATORY TIME OFF**

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

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

**ARTICLE 21 - UNIFORM ALLOWANCE**

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

**ARTICLE 22 - SICK LEAVE**

Employees in the unit earn sick leave at the rate of 8 hours per month, up to a maximum accrual of 1250 hours. No sick leave may be granted during the first thirty days of employment with the City.

Bargaining unit members who use less than 40 hours of sick leave between November 1 and October 31 of each year (this, of course, covers two calendar years) may request to cash out twenty (20) hours of sick leave each year. Such request needs to be made in writing to the Human Resources Department during the month of November. If such a request is made, the payment will be made in the first pay period of December of every year. ~~Employees in the unit who used less than 40 hours of sick leave between November 1 and October 31 are eligible to make the request for this cash out assuming that they do so by January 31.~~

**ARTICLE 23 - VACATION**

Vacation shall accrue for Police Sergeants and Lieutenants based on the following schedule:

01 – 02 Years of service	96 Hours per year
03 – 05 Years of service	120 Hours per year
06 – 10 Years of service	152 Hours per year
11 – 13 Years of service	160 Hours per year
14 – 16 Years of service	168 Hours per year
17 + Years of service	One additional day (8 hours) per year, up to a maximum of 176 hours per year

Vacation shall accrue for Police Captains based on the following schedule:

01 – 02 Years of service	96 Hours per year
03 – 05 Years of service	120 Hours per year
06 – 16 Years of service	152 Hours per year
17 + Years of service	One additional day (8 hours) per year, up to a maximum of 176 hours per year

All employees may accrue vacation up to a maximum of three (3) years of entitlement.

**ARTICLE 24 – VACATION BUYBACK**

In December of every year, Police Sergeants and Lieutenants may be paid cash in lieu of unused vacation for up to ~~40~~60 hours of vacation if they have used at least 40 hours of vacation during the preceding year.

In the month of November of each calendar year, Police Captains who have used at least 40 hours of accrued vacation between the preceding November 1 and October 31 may cash out (by making a written request) up to 60 hours of their accrued vacation. Such request must be received by November 30 in Human Resources. If such a request is made, the payment will be made in the first pay period of December of every year.

**ARTICLE 25 - BEREAVEMENT LEAVE**

Association members may use up to 5 consecutive days of accrued sick leave for the death of a spouse or blood relation up to 2 generations removed, including spouse’s parents. Bereavement

leave (5 days of accrued sick leave) may also be taken for the death of a dependent not related by blood who has lived within the employee’s household for the preceding six months.

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

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

**ARTICLE 26 - EXECUTIVE LEAVE**

Police Sergeants receive 20 hours of Executive Leave annually. Police Lieutenants receive 30 hours of Executive Leave annually. Police Captains shall receive 32 hours of executive leave annually. This leave must be used within the calendar year, or it will be removed from the books as of December 31st of each year.

**ARTICLE 27 - NO STRIKE PROVISION**

The Association agrees that it shall not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

**ARTICLE 28 – DISCIPLINE AND PERSONNEL FILES**

The disciplinary appeal process shall culminate in an arbitration using a mutually selected arbitrator from the State Mediation and Conciliations Service, experienced in police disciplinary cases. The arbitrator’s decision in suspension, demotion and termination cases shall be final and binding.

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

**ARTICLE 29 – WORK SCHEDULE**

Effective January 21, 2001, the parties agree to convert the 4/10 work schedule to a combination of a 4/10 and 3/12.5 work schedule. The work schedule includes the following elements:

- A. There are six shifts to select from. The 4/10 shift will have a day shift/swing shift and night shift. The 3/12.5 shift will have a day shift/night shift and a cover shift. Exhibit A attached hereto shows each of the shifts. Bargaining unit members working the 3/12.5 shift shall be

required to work the following work shift: during a 28-day work period (which is permissible pursuant to Section 207(k) of the Fair Labor Standards Act), bargaining unit members would work twelve (12) 12.5 hour shifts and one 10 hour shift for a total of 160 hours. The twelve (12) 12.5 hour shift shall be worked three consecutive days per seven day period and the 10 hour shift shall be worked on the day either before or after the three consecutive days. As such, in the workweek when the 10 hour day is worked, the bargaining unit member will work four days in a row.

- B. The 10 hour shift would be scheduled at the discretion of the shift's Watch Commander (ultimately at the discretion of the Chief of Police) as follows: when bargaining unit members sign up for their 3/12.5 shift for six months in advance, the Watch Commander shall choose a particular day (e.g., the third Monday or second Friday) which will be the 10 hour workday for the entire six month period. The Watch Commander shall note the particular day he has selected for the 10 hour workday on the sign up sheet in advance of it being circulated.
- C. A 28 day work period (pursuant to Section 7(k) of the FLSA) will be in effect for all sworn police employees of the City. However, notwithstanding the FLSA work period, all sworn personnel shall have wages computed each pay period. Payment of regular wages and overtime (i.e., for work in excess of the regularly assigned shift) shall be made to sworn personnel on each bi-weekly payday. Sworn police personnel shall be compensated with overtime for all hours worked in excess of their regularly assigned shift. Hours worked shall include all time when an employee is necessarily required to be on the employer's premises on duty or at a prescribed work place. Even though paid leave does not count as hours worked pursuant to the FLSA, paid vacation, sick leave and compensatory time off shall count as hours worked for overtime purposes to this Agreement.
- D. All bargaining unit members working a 3/12.5 work schedule shall work a 12 ½ hour shift.
- E. All bargaining unit members working the 3/12.5 or 4/10 work schedules shall be allowed a paid 45 minute lunch break.
- F. Bargaining unit members shall sign up by seniority, unrestricted; 2) bargaining unit members assigned to special assignments, i.e., Detective Bureau, Special Services, Administration and Training, shall work from 7:00 a.m. to 5:00 p.m. Monday through Thursday.
- G. Notwithstanding the foregoing, if the Chief of Police determines that a need exists to move a bargaining unit member from one plan to another (from 3/12.5 shift to a 4/10 shift or vice versa) or from one shift to another (e.g., day shift to swing shift) to meet minimum staffing and/or emergency needs, he will do the following: 1) He will first post 10 days prior to the need to modify a unit member's work plan or shift a volunteer sign-up sheet asking for individuals who wish to volunteer to have their work plan or shift modified from their current plan or shift to the opposite work plan or another shift; 2) if he does not receive a volunteer(s), he will modify the work plan or shift of the least senior unit member who is working the work plan or shift from which the Chief needs to move a unit member(s) by

moving that individual(s) to the opposite work plan or another shift to meet department needs (i.e., moving the unit member’s work plan from a 3/12.5 to a 4/10 or vice versa or moving the unit member’s work shift to another work shift).

**ARTICLE 30 - PREVAILING BENEFITS**

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees in the unit shall remain in full force and effect during the term of this MOU, unless mutually agreed to by both parties.

**ARTICLE 31 - SAVINGS CLAUSE**

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Agreement shall remain in full force and effect.

**CITY OF UPLAND**

\_\_\_\_\_  
~~Jeannette Vagnozzi~~ Rosemary Hoerning, Interim Deputy City Manager Date

\_\_\_\_\_  
~~Tanya Bragg~~ Morgan Fillion, Human Resources Manager Date

**UPLAND POLICE MANAGEMENT ASSOCIATION**

\_\_\_\_\_  
~~Marc Simpson~~Maurice Duran, Sergeant, UPMA ~~Negotiator~~ President \_\_\_\_\_ Date

\_\_\_\_\_  
Anthony ~~Yeakum~~Kabayan, ~~Captain~~Sergeant, UPMA Vice-President-  
\_\_\_\_\_ Date



**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**THE CITY OF UPLAND**

**AND**

**THE UPLAND POLICE MANAGEMENT ASSOCIATION**

***July 1, 2017 to June 30, 2022***

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF UPLAND  
AND  
THE UPLAND POLICE MANAGEMENT ASSOCIATION  
July 1, 2017 – JUNE 30, 2022**

**ARTICLE 1 - TERM OF AGREEMENT**

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (MOU) shall be effective on July 1, 2017, and shall expire on June 30, 2022.

**ARTICLE 2 – PREAMBLE**

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Upland (hereinafter referred to as “City”) and the Upland Police Management Association (hereinafter referred to “Association”).

**ARTICLE 3 – RECOGNITION**

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

**ARTICLE 4 - MANAGEMENT RIGHTS**

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

- A. Decisions involving City policy,
- B. The level and type of City services,
- C. The merit, necessity and/or organization of the police service,
- D. Matters of public safety and similar management decisions,
- E. Determining the procedures and standards of selection for employment and promotion,
- F. Directing employees, taking disciplinary action, and relieving employees from duty because of lack of work or other legitimate reasons,

- G. Managing the efficiency of work
- H. Maintaining the efficiency of governmental operations determine the methods, means, and personnel by which government operations are to be conducted
- I. Determining the content of job classifications
- J. Taking all necessary actions to carry out the mission in emergencies
- K. Exercising the complete control and discretion over its organization and the technology used in performing work

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

**ARTICLE 5 – SALARIES**

- A. Effective the first full pay period following MOU ratification by UPMA and Approval by the City Council the City shall issue:
  - a. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2017 of 1% (one percent) of their annual base salary as of July 1, 2017. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
  - b. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2018 of 1% (one percent) of their annual base salary as of July 1, 2018. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
- B. Effective the pay period beginning August 11, 2019, following MOU ratification by UPMA and City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.
- C. Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.
- D. Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.

**ARTICLE 6 – RETIREMENT**

- A. Classic Employees – The City of Upland provides its Police Sergeants and Lieutenants with membership in the California Public Employees' Retirement System (CalPERS), 3% @ 55 retirement formula.

Effective January 1, 2016, "Classic" employees defined by the Pension Reform Act of 2013 will pay the nine percent (9%) CalPERS employee/member contribution and an additional one and one-half percent (1.5%) "cost sharing" pension contribution. Total employee/member contribution to be ten and one-half percent (10.5%). This cost sharing pension contribution shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

Effective the first full pay period following July 1, 2016, "Classic" employees defined by the Pension Reform Act of 2013 will pay the nine percent (9%) CalPERS employee/member contribution and an additional three percent (3%) "cost sharing" pension contribution. Total employee/member contribution to be twelve percent (12%). This cost sharing pension contribution shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee "cost sharing" contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits.

The City contracts with CalPERS for the Single Highest Year Option for all employees who are not defined as "new members" pursuant to the Pension Reform Act of 2013 and the 1959 Survivor Benefit, 3<sup>rd</sup> level for all members of the bargaining unit. There is an employee cost of \$2.00 per month for the 1959 Survivor Benefit. The agreement between the City and CalPERS allows for the buy-back of time served by the employee in the Military as defined under PERS Regulation, Section 21024.

The City, at the Police Chief's discretion, and in accordance with the law, will allow police officers who voluntarily retire from City service and who are at least 50 years of age at the time of retirement to be rehired as a contract service worker (CSW-Retiree) in his/her previous position for a period not to exceed 960 hours in the fiscal year of retirement and for an additional 960 hours in the fiscal year following retirement. The CSW-Retiree will be paid at the hourly rate earned and hold the same rank as on the last full day of employment. CSW-Retirees will receive one-third of the Cafeteria amount provided full-time officers and the same uniform allowance as received by full-time officers. CSW-Retirees are employed on an at-will basis and shall not be eligible for any layoff benefits. All applicable PERS regulations and statutes regarding the employment of retirees shall apply.

B. Pension Reform Act of 2013 –

- 1) The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) went into effect on January 1, 2013. In addition, if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which, by law automatically goes into effect, it shall do so. Either party may request to negotiate over the impact of such subsequent legislation.
- 2) Two Tier Retirement: Pursuant to the Act, for “new members” (as defined by the Act) who are employees hired after January 1, 2013, they will be hired pursuant to the 2.7% @ 57 retirement formula.
- 3) For “new members” (as defined by the Act) who are employees hired after January 1, 2013, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement.
- 4) Employee Paid Retirement Contribution - For employees defined as “new members” by the Act hired after January 1, 2013, they shall pay the higher of the classic member contribution or one half of the total normal cost rate as defined by the Act as their employee retirement contribution.

**ARTICLE 7 - DEFERRED COMPENSATION**

The City contributes five percent (5%) of base monthly salary to the City’s deferred compensation plan on behalf of each employee in the unit. Effective September 1, 2019, the City agrees to pay an additional \$100.00 per month in deferred compensation on behalf of each unit member.

**ARTICLE 8 – HEALTH INSURANCE – CAFETERIA PLAN**

A. Cafeteria Plan - In accordance with "The City of Upland Cafeteria Plan", the city provides a 125 Flexible Benefit Plan ("the Plan"). The regular and intended effect of the Plan, under current law, is to enable employees to receive benefits which may not be subject to either State or Federal income tax.

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans, that is, during open enrollment periods and when the employee's dependent status changes.

1. The city shall make a monthly contribution as set forth below to each eligible member of the unit to be used toward the Section 125 Cafeteria Plan. These funds shall only be used for qualified benefits as provided for in IRC Section 125.

2. All employees must enroll in one of the health program plans unless they submit to the city proof of comparable health coverage.
3. Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance plan the city offers.
4. Employees who meet the requirement shall be allowed to utilize their Section 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.

**B. City Section 125 Benefit Contribution**– the City will make available to each covered employee a monthly amount for benefits, as specified in this MOU.

Employees hired prior to January 1, 2016 will receive the maximum benefits contribution allocation:

- a. Effective January 1, 2017 - \$1267.00
- b. Effective January 1, 2020 - \$1300.00

Employees hired on or after January 1, 2016 the City will contribute the following to the plan to a maximum of \$1,267.00 effective January 1, 2017, upon ratification by UPMA and City Council approval, \$1,300.00 effective January 1, 2020 and thereafter:

- |                     |  |
|---------------------|--|
| • Employee Only     | 100% of lowest cost plans for health, dental, vision |
| • Employee plus one | 100% of lowest cost plans for health, dental, vision |
| • Family            | 100% of lowest cost plans for health, dental, vision |

The employee must pay the difference between the City’s contribution and the actual premium of the plan selected, if any. The City reserves the right to change medical carriers. In the event of a change, the city agrees to meet and confer over the impact of the decision.

Exempt employees may transfer unused Cafeteria Plan funds to the Deferred Compensation 457 Plan. No cash-in-lieu will be allowed effective January 1, 2020.

**ARTICLE 9 – RETIREE HEALTH INSURANCE REIMBURSEMENT**

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

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

The provisions of this article above shall only apply to bargaining unit members hired on or before March 31, 2016.

**ARTICLE 10 – RETIREE HEALTH SAVINGS ACCOUNTS**

Effective January 1, 2007, Retirement Health Savings (RHS) accounts currently 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

Upon retirement, all UPMA members shall convert 50% of accrued sick leave, 100% of accrued vacation and 100% of compensatory time to cash and deposit into their Retiree Health Savings Account on a tax deferred basis (in accordance with IRS guidelines). Therefore the current options of cashing out half of accrued sick leave or using Personal Leave (½ of accrued sick leave) at retirement will no longer be allowable.

Retirees are eligible to continue their medical, dental and vision coverage with the City of Upland until they reach Medicare Eligible Age, at which time they will be required to enroll in a non-City sponsored Medicare plan. The retiree may choose to remain on the City’s Dental and Vision plan. All post-retirement Medical, Dental and Vision benefits will be paid by the retiree.

If the retiree should become deceased while an eligible surviving spouse is enrolled in coverage, the surviving spouse may continue their Medical, Dental and/or Vision coverage with the City at their own expense. The Surviving Spouse will not be eligible for the Retiree Health Insurance Reimbursement allowance

This Article does not apply to unit members hired after the effective date of this agreement. The City will not make any contributions for new hires under this Article.

The City shall have the ability to change providers through an RFP process.

**ARTICLE 11 – PREVENTATIVE HEALTH BENEFIT**

Beginning FY2019-2020, employees in the unit may be reimbursed up to \$180 annually for the purchase of items or participation considered acceptable as defined in the City’s Preventative Health Benefits policy. This reimbursement shall be made in June of each year. Other use may be approved by the City Manager.

**ARTICLE 12 – LIFE INSURANCE**

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

**ARTICLE 13 – BILINGUAL PAY**

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

**ARTICLE 14 – COURT STANDBY PAY**

Police Sergeant and Lieutenants who are placed on court standby will be compensated 2.5 hours at the rate of one and one-half (1.5) their regular pay.

Court standby compensation is intended for staff who are off-duty, and shall not apply to members responding to court within one hour before a regularly scheduled work shift (i.e. as discussed by the parties for example, this includes members who are called to court at 8:00 a.m. on a day they are already regularly scheduled to report to work at 9:00 a.m.)

Employees who were not placed on court standby but have been called to court during their off-duty time will receive a minimum of three hours compensation at the rate of one and one half (1.5) their regular rate of pay. However, members who were not placed on court standby but are called to court on a regularly scheduled work day before their shift begins (i.e., members who are called to court at 8:00 a.m. on a day they are already scheduled to report to work at 9:00 a.m.) are only entitled to one hour of court call back pay. 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 15 – HOLIDAY PAY**

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

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

New Year’s Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President’s Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving Day	(The Day After the Fourth Thursday in November)
Christmas Day	(December 25)

All holidays shall be 10 hours unless otherwise noted.

If the holiday falls on a Friday or Saturday, Thursday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday.

Police Captains shall receive 32 hours of Floating Holiday annually. Floating holiday hours must be used during the calendar year or they will be removed from the books on December 31st of each year.

**ARTICLE 16 - LONGEVITY PAY**

Employees in the unit with ten (10) years or more of continuous City service will receive a two and one half percent (2.5%) increase in base salary, effective January 1, 2016.

Employees in the unit with twenty (20) years or more of continuous City service will receive an additional two and one half percent (2.5%) increase in base salary, for a total of five percent (5%) longevity pay.

**ARTICLE 17 – EDUCATION INCENTIVE AND POST CERTIFICATE PAY**

A. Police Sergeants and Lieutenants –

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

2.5% of base salary for an Associate’s Degree (or equiv. college units)

**OR**

5% of base salary for a Bachelor’s Degree (or equiv. college units).

2) POST Certificate Pay in the following amounts, effective January 1, 2006:

2.5% of base salary for an Intermediate POST Certificate

**OR**

5% of base salary for an Advanced POST Certificate.

Eligible Police Sergeants and Lieutenants may only receive one payment amount within each category of Incentive Pay, to a maximum allowable of ten percent (10%) of base salary.

Educational Incentive and POST Certificate Pay will take effect when employees in the unit reach Step D in the salary schedule. However, upon promotion from Detective to Sergeant, those receiving Educational Incentive and/or POST Certificate Pay shall maintain the benefit at the same compensation level.

Those employees who were receiving educational incentive and POST certificate pay prior to June 30, 1985 will continue to receive the same compensation and will not be affected by this change.

B. Police Captains –

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

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

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

**ARTICLE 18 - MERITORIOUS PAY**

It is recognized that certain employees will put forth the extraordinary efforts and produce outstanding results for the City. It is desired to reward these individuals. An incentive pay method has been established to encourage all employees to utilize fully their capabilities on behalf of the City. Employees recommended by their department heads and approved by the City Manager may be granted a five percent (5%) increase in salary for period of three months, six months, or one year. Department Head recommendations will be submitted annually on May

1. Payment of meritorious pay will be made in a lump sum annually on the first payday in June. Recommendations will contain the information required in Exhibit F of the Compensation Plan.

Any Police Sergeant or Lieutenant who uses 24 hours or less sick time in the period from December 1st through November 30th, and has at some time during that period accrued 1000 hours of sick leave, and has between 952 and 1000 hours of accrued sick leave as of December 1st will receive \$200 (\$500 effective 1/1/08). Computations will be made and payment will be in the form of a lump sum payable on the first payday in December of each year. Such payment will only be made to persons actually in the employ of the City on the date of payment.

**ARTICLE 19 - OVERTIME PAY**

Police Sergeants and Lieutenants shall receive overtime at the rate of one and one-half (1 ½) times their regular rate of pay for time worked in excess of 40 hours in a 7 day work period. Paid vacation and sick leave and compensatory time off during a work period are counted as hours worked for overtime purposes.

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

**ARTICLE 20 – COMPENSATORY TIME OFF**

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

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

**ARTICLE 21 - UNIFORM ALLOWANCE**

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

**ARTICLE 22 - SICK LEAVE**

Employees in the unit earn sick leave at the rate of 8 hours per month, up to a maximum accrual of 1250 hours. No sick leave may be granted during the first thirty days of employment with the City.

Bargaining unit members who use less than 40 hours of sick leave between November 1 and October 31 of each year (this, of course, covers two calendar years) may request to cash out twenty (20) hours of sick leave each year. Such request needs to be made in writing to the Human

Resources Department during the month of November. If such a request is made, the payment will be made in the first pay period of December of every year.

**ARTICLE 23 - VACATION**

Vacation shall accrue for Police Sergeants and Lieutenants based on the following schedule:

01 – 02 Years of service	96 Hours per year
03 – 05 Years of service	120 Hours per year
06 – 10 Years of service	152 Hours per year
11 – 13 Years of service	160 Hours per year
14 – 16 Years of service	168 Hours per year
17 + Years of service	One additional day (8 hours) per year, up to a maximum of 176 hours per year

Vacation shall accrue for Police Captains based on the following schedule:

01 – 02 Years of service	96 Hours per year
03 – 05 Years of service	120 Hours per year
06 – 16 Years of service	152 Hours per year
17 + Years of service	One additional day (8 hours) per year, up to a maximum of 176 hours per year

All employees may accrue vacation up to a maximum of three (3) years of entitlement.

**ARTICLE 24 – VACATION BUYBACK**

In December of every year, Police Sergeants and Lieutenants may be paid cash in lieu of unused vacation for up to 60 hours of vacation if they have used at least 40 hours of vacation during the preceding year.

In the month of November of each calendar year, Police Captains who have used at least 40 hours of accrued vacation between the preceding November 1 and October 31 may cash out (by making a written request) up to 60 hours of their accrued vacation. Such request must be received by November 30 in Human Resources. If such a request is made, the payment will be made in the first pay period of December of every year.

**ARTICLE 25 - BEREAVEMENT LEAVE**

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

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

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

**ARTICLE 26 - EXECUTIVE LEAVE**

Police Sergeants receive 20 hours of Executive Leave annually. Police Lieutenants receive 30 hours of Executive Leave annually. Police Captains shall receive 32 hours of executive leave annually. This leave must be used within the calendar year, or it will be removed from the books as of December 31st of each year.

**ARTICLE 27 - NO STRIKE PROVISION**

The Association agrees that it shall not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

**ARTICLE 28 – DISCIPLINE AND PERSONNEL FILES**

The disciplinary appeal process shall culminate in an arbitration using a mutually selected arbitrator from the State Mediation and Conciliations Service, experienced in police disciplinary cases. The arbitrator's decision in suspension, demotion and termination cases shall be final and binding.

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

**ARTICLE 29 – WORK SCHEDULE**

Effective January 21, 2001, the parties agree to convert the 4/10 work schedule to a combination of a 4/10 and 3/12.5 work schedule. The work schedule includes the following elements:

- A. There are six shifts to select from. The 4/10 shift will have a day shift/swing shift and night shift. The 3/12.5 shift will have a day shift/night shift and a cover shift. Exhibit A attached hereto shows each of the shifts. Bargaining unit members working the 3/12.5 shift shall be required to work the following work shift: during a 28-day work period (which is permissible pursuant to Section 207(k) of the Fair Labor Standards Act), bargaining unit members would work twelve (12) 12.5 hour shifts and one 10 hour shift for a total of 160 hours. The twelve (12) 12.5 hour shift shall be worked three consecutive days per seven day period and the 10 hour shift shall be worked on the day either before or after the three consecutive days. As such, in the workweek when the 10 hour day is worked, the bargaining unit member will work four days in a row.
- B. The 10 hour shift would be scheduled at the discretion of the shift's Watch Commander (ultimately at the discretion of the Chief of Police) as follows: when bargaining unit members sign up for their 3/12.5 shift for six months in advance, the Watch Commander shall choose a particular day (e.g., the third Monday or second Friday) which will be the 10 hour workday for the entire six month period. The Watch Commander shall note the particular day he has selected for the 10 hour workday on the sign up sheet in advance of it being circulated.
- C. A 28 day work period (pursuant to Section 7(k) of the FLSA) will be in effect for all sworn police employees of the City. However, notwithstanding the FLSA work period, all sworn personnel shall have wages computed each pay period. Payment of regular wages and overtime (i.e., for work in excess of the regularly assigned shift) shall be made to sworn personnel on each bi-weekly payday. Sworn police personnel shall be compensated with overtime for all hours worked in excess of their regularly assigned shift. Hours worked shall include all time when an employee is necessarily required to be on the employer's premises on duty or at a prescribed work place. Even though paid leave does not count as hours worked pursuant to the FLSA, paid vacation, sick leave and compensatory time off shall count as hours worked for overtime purposes to this Agreement.
- D. All bargaining unit members working a 3/12.5 work schedule shall work a 12 ½ hour shift.
- E. All bargaining unit members working the 3/12.5 or 4/10 work schedules shall be allowed a paid 45 minute lunch break.
- F. Bargaining unit members shall sign up by seniority, unrestricted; 2) bargaining unit members assigned to special assignments, i.e., Detective Bureau, Special Services, Administration and Training, shall work from 7:00 a.m. to 5:00 p.m. Monday through Thursday.
- G. Notwithstanding the foregoing, if the Chief of Police determines that a need exists to move a bargaining unit member from one plan to another (from 3/12.5 shift to a 4/10 shift or vice versa) or from one shift to another (e.g., day shift to swing shift) to meet minimum staffing and/or emergency needs, he will do the following: 1) He will first post 10 days prior to the need to modify a unit member's work plan or shift a volunteer sign-up sheet asking for

individuals who wish to volunteer to have their work plan or shift modified from their current plan or shift to the opposite work plan or another shift; 2) if he does not receive a volunteer(s), he will modify the work plan or shift of the least senior unit member who is working the work plan or shift from which the Chief needs to move a unit member(s) by moving that individual(s) to the opposite work plan or another shift to meet department needs (i.e., moving the unit member’s work plan from a 3/12.5 to a 4/10 or vice versa or moving the unit member’s work shift to another work shift).

**ARTICLE 30 - PREVAILING BENEFITS**

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees in the unit shall remain in full force and effect during the term of this MOU, unless mutually agreed to by both parties.

**ARTICLE 31 - SAVINGS CLAUSE**

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Agreement shall remain in full force and effect.

**CITY OF UPLAND**

\_\_\_\_\_  
Rosemary Hoerning, Interim City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Morgan Fillion, Human Resources Manager

\_\_\_\_\_  
Date

**UPLAND POLICE MANAGEMENT ASSOCIATION**

\_\_\_\_\_  
Maurice Duran, Sergeant, UPMA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anthony Kabayan, Sergeant, UPMA Vice-President

\_\_\_\_\_  
Date



## STAFF REPORT

**ITEM NO. 14.D.**

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**DATE:** October 14, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**SUBJECT:** ADOPTION OF A RESOLUTION AMENDING THE COMPENSATION AND BENEFIT PLAN FOR EXECUTIVE EMPLOYEES

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a Resolution amending the compensation and benefit plan for Executive Management employees.

### **GOAL STATEMENT**

The proposed action supports the City's goal to compensate its employees in a fair and equitable manner for their effective service.

### **BACKGROUND**

In order to provide executive management employees a similar adjustment to other employee groups it is recommended that effective the pay period beginning August 11, 2019, following City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary. Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary. Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.

The current cafeteria plan contribution for executive staff is \$1,112,50 per month which aligns with the current contribution for the mid-management group. The current proposed benefit, effective January 1, 2020, is \$1,184. These exempt employees may contribute excess cafeteria to their deferred compensation accounts. The proposed adjustment aligns the executive management cafeteria contribution with the same proposed benefit for the mid-management group.

Additionally, the current agreement allows executive staff the option, in December of each year, to be paid cash in lieu of unused vacation, sick leave, and/or executive leave for up to 80

hours. In June of each year an additional 40 hours of vacation can be cashed out. The proposed adjustment would allow the option to cash out 80 hours of vacation in June of each year.

Classic employees hired after January 1, 2020 will cost share with the City by contributing 1.4% of CalPERS employer contribution in addition to the 8% employee contribution.

Finally, the agreement incorporates language, previously approved in a side letter agreement, for the Police Chief's uniform allowance.

### **ISSUES/ANALYSIS**

The City contributes a set monthly contribution to a cafeteria plan for each employee that can be used for healthcare, dental, and vision benefits. This benefit is negotiated with each employee bargaining unit and varies slightly among each bargaining unit. The executive employees (department heads) do not negotiate a memorandum of understanding; however, there is an existing Executive Management Benefits and Compensation Plan that lists the benefits that are provided to all executive employees.

### **FISCAL IMPACTS**

The fiscal impact of this agreement for Fiscal Year 2019-20 is estimated to be \$44,000. No additional appropriations are needed at this time as there is 8 months of the annual budget still available. It is expected that a substantial budget surplus resulting from the official close of Fiscal Year 2018-19 will be more than enough to offset the additional costs resulting from approval of all of the various new MOUs. Potential additional appropriations will be addressed at mid year.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS:**

**Resolution Amending the Compensation and Benefit Plan for Executive Employees**  
**Executive Employee Benefit and Compensation Plan Redline**  
**Executive Employee Benefit and Compensation Plan**  
**Executive Management Compensation 8-11-2019**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND  
AMENDING THE COMPENSATION AND BENEFIT PLAN FOR  
EXECUTIVE EMPLOYEES

Intent of the Parties and Findings

(i) It is the policy of the City of Upland to compensate its employees in a fair and equitable manner for their effective service;

(ii) In order to provide consistency between recently negotiated employee agreements, it is necessary to amend the Executive employees' compensation and benefits plan;

(iii) The health insurance cafeteria plan benefit will be provided to executive employees at the same rate as provided to the mid-management employees.

NOW, THEREFORE, the Upland City Council hereby finds, determines and resolves as follows:

Section 1. Article 6 of the Executive Management employees Compensation and Benefit Plan shall be amended as follows with a full and complete copy of the amended agreement attached hereto and incorporated herein):

- a. Effective the pay period beginning August 11, 2019, following City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.
- b. Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.
- c. Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary

Section 2. Article 6 of the Executive Management employees Compensation and Benefit Plan shall be amended as follows with a full and complete copy of the amended agreement attached hereto and incorporated herein):

Effective January 1, 2020, employees in this unit will receive \$1,184 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. Members may also purchase savings bonds with any remaining Cafeteria Plan Funds 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.

Section 3. Article 23 of the Executive Management employees Compensation and Benefit Plan shall be amended as follows with a full and complete copy of the amended agreement attached hereto and incorporated herein):

In December of every year, Executive employees may be paid cash in lieu of unused vacation, sick leave, and/or executive leave for up to 80 hours.

Resolution No.

Page 2

Furthermore, an additional 80 hours of vacation can be cashed out in June of each year.

Section 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 14th day of October, 2019.

\_\_\_\_\_  
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 14th day of October, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

ATTEST:

\_\_\_\_\_  
Keri Johnson, City Clerk



**THE CITY OF UPLAND**  
**EXECUTIVE MANAGEMENT EMPLOYEES COMPENSATION**  
**AND BENEFIT PLAN**

Updated ~~December 11, 2017~~ October 14, 2019

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**THE CITY OF UPLAND  
EXECUTIVE MANAGEMENT EMPLOYEES**

**Compensation and Benefit Plan**

**ARTICLE 1 – PURPOSE**

Executive Management employees are not represented by an employee organization. The Executive Management positions are considered to serve at the will and pleasure of the City Manager.

This compensation and benefit plan document is intended as a comprehensive document to define and describe the forms and amounts of compensation and benefits for Executive Management Employees. However, the terms and conditions of employment for the Executive Management Employees may also be addressed in individual employment contracts. If an individual’s employment contract agreement is in conflict with this document, then the provision of the agreement will supersede the provisions of this document.

**ARTICLE 2 – 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.

The City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency.

Notwithstanding anything to the contrary in this section, in any other provision of this chapter of the Upland Municipal Code, or in any other presently existing ordinance, resolution, agreement, rule, policy, practice or other city enactment of any type or nature, all present and future department heads shall be deemed and are designated as at-will employees who each serve at the pleasure of the city manager, and accordingly the city manager may reduce the salary of, suspend, demote or discharge any department head,

without prior notice and without cause. No department head shall have any administrative right of due process in connection with any reduction in salary, suspension, demotion or discharge, and no department head shall have any right of appeal to the board of review or the city council. The city manager’s decision as regards the employment status of a department head shall be final and absolute. No department head shall have the right or authority to undertake any of the rights or powers specified in Upland Municipal Code Sections 2.36.140, 2.36.150, 2.36.160 and 2.36.170. (Ord. 1790 § 2, 2005; prior code § 2350.13)

**ARTICLE 3 – COMPENSATION**

1. The Executive Management salary Range Table (Appendix B) is established to provide the minimum and maximum monthly salary levels for Executive Management positions. This table incorporates the 4% COLA adjustment provided in section 2. a. below.
  
2. The City Management is responsible for determination of each individual employee’s salary rate within the assigned salary range. Such determination will be based on job performance and or other competitive and economic factors.
  - a. Effective the pay period beginning August 11, 2019, following City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.
  
  - b. Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.
  
  - ~~2.c.~~ Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.

**ARTICLE 4 - RETIREMENT BENEFITS**

The City of Upland provides its Executive Management Employees with membership in the California Public Employees Retirement System (CalPERS):

Non-Safety: 2.5% @ 55 retirement formula; The City pays 7% of the 8% employee contribution and the employee pays the remaining 1%. In addition, the employee pays 2.4% of salary (pre-tax) towards the employer contribution rate.

Currently the non safety executive ~~employee pays 1% of the employee share of PERS. Effective July 1, 2013, the employee will pay an addition 7% which is a total of 8%~~ of the employee share of PERS and the City will pick up the

2.4% employer’s cost sharing contribution. Classic Employees hired after January 1, 2020 shall cost share with the City by contributing 1.4% of CalPERS employer contribution in addition to the 8% employee contribution.

Police Chief/~~Fire Chief~~: 3% @ 55 retirement formula; The City pays 9% of salary (pre-tax), and the employee pays 5.8% towards the Employer Contribution rate. Effective July 1, 2013, the employee will pay 9% towards the employee contribution and the City will pick up the 5.8% employer’s cost sharing 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, 3<sup>rd</sup> 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 Government Code Section 21024.

Pension Reform Act of 2013:

- 1) The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) went into effect on January 1, 2013. In addition, if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which, by law automatically goes into effect, it shall do so. Either party may request to negotiate over the impact of such subsequent legislation.
- 2) Two Tier Retirement: Pursuant to the Act, for “new members” (as defined by the Act) who are employees hired after January 1, 2013, they will be hired pursuant to the 2% @ 62 retirement formula (non-safety) and 2.7% @ 55.
- 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.

**ARTICLE 5 – EMPLOYER PAID MEMBER CONTRIBUTIONS (EMPC)**

The City will report the Employer Paid Member Contribution of 7% (non-safety) and 9% (safety) and as compensation for CalPERS retirement purposes. Effective July 1, 2013, the City will stop paying and reporting the EMPC for all executives.

**ARTICLE 6 – HEALTH INSURANCE – CAFETERIA PLAN**

Effective January 1, 2020, employees in this unit will receive \$1,112.50~~184~~ 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. Members may also purchase savings bonds with any remaining Cafeteria Plan Funds 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 7 – 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. This benefit was eliminated for employees hired after October 1, 2014.

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 8 – 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

This benefit was eliminated for employees hired after October 1, 2014.

**ARTICLE 9 – 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 10 – 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 11 – DEFERRED COMPENSATION**

The City contributes nine percent (9%) 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.

Effective July 1, 2012, the deferred compensation amount was reduced by 3.6% for Non-Safety and 3.2% for Police Chief/~~Fire~~ Chief to go towards the CalPERS retirement.

Effective July 1, 2013, the deferred compensation amount will be restored to 9% for non-safety and safety executive employees.

**ARTICLE 12 – 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:

PhD with 2 years of service	10%
JD with 2 years of service	10%

**ARTICLE 13 – 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 14 – PREVENTATIVE HEALTH BENEFIT**

Employees 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 15 – UNIFORM ALLOWANCE**

The Police Chief ~~and Fire Chief~~ shall receive an allowance in the amount of ~~\$250884.00~~ 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.

**ARTICLE 16 – VEHICLE ALLOWANCE**

The Police Chief ~~and Fire Chief~~ shall receive a City vehicle to take home. All other executive management employees receive \$350.00/ month.

**ARTICLE 17 – 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.

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Employees in the unit shall receive eighty (80) 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.

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Employees in the unit earn sick leave at the rate of eight hours per month, up to a maximum accrual of 1250 hours. Notification of need for such leave must comply with the City’s Administrative Policy on Sick Leave.

**ARTICLE 21 – 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
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Vacation shall accrue based on the following schedule:

01 – 02 Years of service	80 Hours per year
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17 + Years of service	One additional day (10 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.

Police Chief/~~Fire Chief~~:

Vacation shall accrue ~~for Non-Safety employees~~ based on the following schedule:

01 – 02 Years of service	96 Hours per year
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In December of every year, Executive employees may be paid cash in lieu of unused vacation, sick leave, and/or executive leave for up to 80 hours.

Furthermore, an additional ~~40-80~~ hours of vacation can be cashed out in June of each year.

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Effective July 1, 2010, 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 six months. 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.

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.

Executive Management may also take up to four hours per year to attend funeral services.

**ARTICLE 25 – 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.



**THE CITY OF UPLAND**  
**EXECUTIVE MANAGEMENT EMPLOYEES COMPENSATION**  
**AND BENEFIT PLAN**

**Updated October 14, 2019**

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**THE CITY OF UPLAND  
EXECUTIVE MANAGEMENT EMPLOYEES**

**Compensation and Benefit Plan**

**ARTICLE 1 – PURPOSE**

Executive Management employees are not represented by an employee organization. The Executive Management positions are considered to serve at the will and pleasure of the City Manager.

This compensation and benefit plan document is intended as a comprehensive document to define and describe the forms and amounts of compensation and benefits for Executive Management Employees. However, the terms and conditions of employment for the Executive Management Employees may also be addressed in individual employment contracts. If an individual’s employment contract agreement is in conflict with this document, then the provision of the agreement will supersede the provisions of this document.

**ARTICLE 2 – 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.

The City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency.

Notwithstanding anything to the contrary in this section, in any other provision of this chapter of the Upland Municipal Code, or in any other presently existing ordinance, resolution, agreement, rule, policy, practice or other city enactment of any type or nature, all present and future department heads shall be deemed and are designated as at-will employees who each serve at the pleasure of the city manager, and accordingly the city manager may reduce the salary of, suspend, demote or discharge any department head,



contributing 1.4% of CalPERS employer contribution in addition to the 8% employee contribution.

Police Chief: 3% @ 55 retirement formula; The City pays 9% of salary (pre-tax), and the employee pays 5.8% towards the Employer Contribution rate. Effective July 1, 2013, the employee will pay 9% towards the employee contribution and the City will pick up the 5.8% employer’s cost sharing 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, 3<sup>rd</sup> 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 Government Code Section 21024.

Pension Reform Act of 2013:

- 1) The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) went into effect on January 1, 2013. In addition, if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which, by law automatically goes into effect, it shall do so. Either party may request to negotiate over the impact of such subsequent legislation.
- 2) Two Tier Retirement: Pursuant to the Act, for “new members” (as defined by the Act) who are employees hired after January 1, 2013, they will be hired pursuant to the 2% @ 62 retirement formula (non-safety) and 2.7% @ 55.
- 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.

**ARTICLE 5 – EMPLOYER PAID MEMBER CONTRIBUTIONS (EMPC)**

The City will report the Employer Paid Member Contribution of 7% (non-safety) and 9% (safety) and as compensation for CalPERS retirement purposes. Effective July 1, 2013, the City will stop paying and reporting the EMPC for all executives.

**ARTICLE 6 – HEALTH INSURANCE – CAFETERIA PLAN**

Effective January 1, 2020, employees in this unit will receive \$1,184 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. Members may also purchase savings bonds with any remaining Cafeteria Plan Funds 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 7 – 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. This benefit was eliminated for employees hired after October 1, 2014.

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 8 – 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

This benefit was eliminated for employees hired after October 1, 2014.

**ARTICLE 9 – 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 10 – 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 11 – DEFERRED COMPENSATION**

The City contributes nine percent (9%) 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.

Effective July 1, 2012, the deferred compensation amount was reduced by 3.6% for Non-Safety and 3.2% for the Police Chief to go towards the CalPERS retirement.

Effective July 1, 2013, the deferred compensation amount will restored to 9% for non-safety and safety executive employees.

**ARTICLE 12 – 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:

PhD with 2 years of service	10%
JD with 2 years of service	10%

**ARTICLE 13 – 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 14 – PREVENTATIVE HEALTH BENEFIT**

Employees 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 15 – UNIFORM ALLOWANCE**

The Police Chief shall receive an allowance in the amount of \$884.00 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.

**ARTICLE 16 – VEHICLE ALLOWANCE**

The Police Chief shall receive a City vehicle to take home. All other executive management employees receive \$350.00/ month.

**ARTICLE 17 – 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)

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CITY OF UPLAND  
"EXHIBIT B" (EXECUTIVE-MANAGEMENT)

Updated 10/2/2019

ASSIGNMENT OF CLASSIFICATION

<b><u>SALARY GRADE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>MIN SALARY</u></b>	<b><u>MAX SALARY</u></b>
83	Assistant City Manager	\$10,006.17	\$13,457.40
85	Chief of Police	\$12,911.08	\$17,363.96
94	City Manager	\$16,124.18	\$21,685.38
75	Community Services Director	\$10,489.64	\$14,107.41
4010	Deputy City Manager	\$9,762.12	\$13,129.16
3243	Development Services Director	\$10,383.79	\$13,965.06
3247	Public Works Director/City Engineer	\$10,806.33	\$14,531.07