

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NEVADA CITY
AND THE
NEVADA CITY POLICE SUPERVISOR'S ASSOCIATION**

July 1, 2014 through June 30, 2016

ARTICLE I - RECOGNITION:

Pursuant to the provisions of the City of Nevada City Employee - Employer Relations Resolution No. 2008-25 and the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Nevada City (hereinafter called the "City" and "Employer" interchangeably), has recognized the Nevada City Police Supervisor's Association (hereinafter called the "Association") as the exclusive recognized bargaining agent for the employees in the non-exempt Sworn Supervisor Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

ARTICLE II - NON-DISCRIMINATION:

The City shall not discriminate against any employee because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Milias-Brown Act. The City and the Association agree to re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

ARTICLE III - COMPENSATION PLAN:

Effective July 1, 2014, the members of this bargaining unit will receive a 3.0% Cost of Living Increase (COLA).

Effective July 1, 2015 the members of this bargaining unit will receive a 3.0% Cost of Living Increase.

The salary schedule for employees of this unit will be modified to a five step salary schedule which is attached hereto as Attachment 'A' and incorporates the above stated COLAs.

ARTICLE IV - WORK PERIODS:

The daily work schedule will consist of the normal number of hours for that shift as assigned by the Police Chief or their designee Sworn employees are assigned work

shifts inclusive of a 60 minute meal break. As sworn employees are considered to have already been compensated for their breaks, and if they are unable to take their breaks they shall not receive any additional compensation.

Sworn members assigned to a 5/8 plan will be assigned 80 hours every pay period during the designated 14 day work period.

Sworn members assigned to work a 3/12 plan will be assigned 80 hours every pay period. One week of the pay period will consist of three 12-hour shifts and one week will consist of three 12-hour shifts and one 8-hour shift.

Sworn members assigned to work a 4/10 plan will be assigned four 10-hour days each week and eight 10 hour days in a two week work period.

The City designates a 14 day work period for sworn personnel for the purpose of overtime under the Fair Labor Standards Act.

ARTICLE V - OVERTIME:

All full-time employees shall be entitled to overtime at time and one-half the regular straight time pay for all hours worked in excess of eighty (80) hours within the employee's regular two week pay period. In order to be entitled to overtime, such overtime must be authorized by an immediate supervisor and/or Police Chief, when reasonably feasible. Nothing herein is intended to limit or restrict authority of the City to require any employee to perform overtime work.

For the purposes of computing overtime at time and one half, use of holidays, vacation or compensatory time off during any given workweek shall be considered time actually worked. Sick leave time off shall not be considered time actually worked for the purposes of computing overtime.

Hours worked when called in on a day off, or called back to work after leaving the job subject to a two (2) hour minimum.

The Police Chief, or his/her designee, shall designate work schedules for employees to carry out the work herein provided. The Police Chief, or his/her designee, may alter this schedule from time to time when needs of the department require.

When an employee is required to appear in court as a result of their employment with the City on his/her day off, said employee shall be entitled to overtime. The minimum overtime to which said employee is entitled shall be three (3) hours at time and one half when the court appearance occurs.

If placed on call-back status by the court for the morning session, the employee shall receive two hours of standby pay at straight time if no court appearance is made during the morning session. If the call-back status is then continued into the afternoon, the employee shall receive an additional two hours of standby pay at straight time if no court appearance is made during the afternoon session.

When an employee is required to appear in court as a result of their employment with the City on his/her day off, and the court appearance is canceled after 6:00 p.m. the day

prior to the scheduled court proceeding, he/she shall receive two (2) hours pay at their time and one half rate.

The following time is not considered work time for the purpose of calculating overtime.

1. Time spent traveling to work and returning home in either personal or City-owned vehicles.
2. All time spent doing homework, study time, meal time, or sleep time when assigned off-duty training.
3. All time putting on or removing uniforms.
4. All time for personal preparation and clean-up.

Emergency overtime is that time when an off duty employee is ordered to report for duty. When so ordered the travel time for the employee to get to work, not to exceed 30 minutes, shall be counted as work time. Emergency overtime is when an employee's presence at work:

1. Is deemed necessary or advisable to properly handle an emergency incident or incidents.
2. To maintain necessary staffing levels.

ARTICLE VI - REIMBURSEMENT FOR TRAVEL AND OTHER OFFICIAL EXPENSE:

Employees shall be reimbursed for such expenses as approved by the City Manager in such amounts as designated by the City Council policy regarding reimbursement of travel and other official expenses. The City policy is attached hereto as Attachment 'B'.

ARTICLE VII - RETIREMENT:

- Employees covered by this Memorandum of Understanding participate in the following Public Employees' Retirement Systems and are required to make the appropriate employee contributions for their respective plans.
- Tier 1 employees hired prior to February 10, 2010 covered by this agreement will participate in the Public Employees Retirement System (PERS) under the 3% @ 50 for non-management safety Employees. The employee currently pays 2% of salary toward their CalPERS retirement plan. City presently pays 7% to PERS under the Employer Paid Member Contribution (EPMC) plan.
- Beginning July 1, 2014 through June 30, 2015 Tier 1 employee's will contribute an additional 1% for a total of 3% of salary toward their CalPERS retirement plan. The City will pay 6% to CalPERS under the Employer Paid Member Contributions.
- Beginning July 1, 2015 through June 30, 2015 Tier 1 employees' will contribute an additional 1% for a total of 4% of salary toward their CalPERS retirement plan. The City will pay 5% to CalPERS under the Employer Paid Member Contributions.
- Tier 2 employee's hired on or after February 10, 2010 that are considered "Classic Members" will participate in the City's Public Employees Retirement System 2%@55. The City shall pay on behalf of the employee 2% of the 7% employee member contributions and the employee shall pay the remaining 5% on a tax free basis.

- Tier 3 employee's hired after January 1, 2013 or later who are not considered "Classic Members" by CalPERS will participate in the Public Employees Retirement System 2%@57. The employee shall pay half of the "Total Normal Cost" on a pre-tax basis up to limits established by CalPERS.

The City has amended its contract with PERS to include section 20965 Credit for unused sick leave.

The City has amended its contract with PERS to include section 20042 One Final Year Compensation (Highest).

ARTICLE VIII - HOLIDAYS:

Employees shall be compensated for the 14 paid Holidays as follows:
 Police officers will be paid 56 hours in the month of December in lieu of taking holidays. In addition, Police Officers will receive 56 hours added to vacation balance on the first of January each year in lieu of taking holidays.

This formula is based on eight (8) hours per holiday totaling 112 hours annually.

ARTICLE IX – VACATION AND VACATION ACCUMULATION:

Proportionate with their normal payroll schedule, employees in this bargaining unit will accrue vacation leave according to the following annual rate of accumulation:

One to Five years of service	two weeks
Over five years but less than fifteen years service	three weeks
Over fifteen years of service	five weeks

Employees may accrue up to two times their vacation accrual rate or 320 hours of vacation time whichever is less. No additional vacation time may be accrued after an employee reaches the 320 hour limit without pre authorized approval from the City Manager.

ARTICLE X - SICK LEAVE:

Employees shall be entitled to sick leave benefits and subject to the policies specified in the "Sick Leave Policy" contained in the City Personnel Resolution 2008-51.

ARTICLE XI - LEAVES OF ABSENCE:

Employees shall be entitled to Leaves of Absence specified in the following policies, Federal and State laws:

- Family & Medical Leave – California Family Rights Act
- Family Care and Medical Leave (CFRA Leave) and Pregnancy Disability Leave
- Federal Family and Medical Leave Act

As stipulated in Sections 2270.30 and 2270.40 of the City Personnel Resolution 2008-51, except when on Family Medical Leave, no leave benefits will accrue during any leave of absence without pay and city payment of premiums for all health plan benefits

will end. Employees may continue coverage by making the premium payments on their behalf.

ARTICLE XII - ABSENCE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the absence policy which provides that excused absences for family members, as provided in Labor Code Section 234, shall not be considered in evaluating or disciplining employees and that supervisors shall utilize the absence policy as suggested guidelines for evaluating and/or disciplining employees for absences, but shall assess each case on its own merit.

ARTICLE XIII - ALCOHOL AND DRUG ABUSE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Alcohol and Drug Abuse Policy.

ARTICLE XIV - FITNESS FOR DUTY POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Fitness for Duty Policy.

ARTICLE XV - SECONDARY EMPLOYMENT POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Secondary Employment Policy.

ARTICLE XVI - UNIFORMS:

Employees are provided uniforms at the time of employment consisting of the following: Two (2) Uniform Shirt (Long Sleeve), Two (2) Uniform Shirt (Short Sleeve), Two (2) Uniform Pants, One (1) Jump Suit – All Weather, and One (1) Jacket.

The City will provide an allowance of \$1,000 annually (usually near the end of June) for the replacement and upkeep of uniforms.

In addition, all safety equipment, to include, but not limited to: one (1) ballistic vest, one (1) set of leather or nylon gear and one (1) authorized duty handgun, shall be issued to each employee and will be replaced as needed and maintained by the department.

ARTICLE XVII - GRIEVANCE PROCEDURE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grievance Procedure.

ARTICLE XVIII - PROBATIONARY PERIOD:

The City Personnel Resolution provides that a notice of separation of a temporary employee be served on the separated employee before the expiration of the probationary period. The Probationary Period is one (1) year starting on the date of hire.

ARTICLE XIX - LEAVE REGULATIONS:

The Personnel System Rules regarding leave regulations follow:

1. That failure on the part of an employee absent without leave to return to duty within twenty four (24) hours after notice to return shall be cause for discipline.
2. To provide for the accumulation of vacation credits in hours per month.
3. To allow employees to use up to one half of their annual accrual of sick leave per year for family leave as provided by Labor Code Section 223.
4. To provide for a more specific definition of family member relative to bereavement leave. For bereavement leave purposes family member shall be defined as spouse, child, parent, sibling, grandparent, grandchild, or any relative living in the same permanent residence as the employee.

ARTICLE XX - COMPENSATORY TIME:

The Personnel System Rules incorporate the compensatory time policy and procedures for allowance for compensatory time credits. Before working any overtime, an employee shall have been authorized or required to do so by his or her department head or the City Manager. In the case of a bona fide emergency, if it is not reasonably feasible to obtain such prior authorization, the employee who has worked overtime shall request such authorization on the next regular work day.

ARTICLE XXI – SHIFT DIFFERENTIAL:

Only employees who are regularly scheduled through the rotational shift assignment to work a pay period where the majority of the hours fall between 6:00 p.m. and 6:00 a.m., shall be paid an additional 5% above base pay for the entire pay period.

In the event an employee is re-assigned out of the 6:00 p.m. to 6:00 a.m. schedule, another employee may be assigned and entitled to the above differential.

ARTICLE XXI I- EDUCATIONAL INCENTIVE PAY

Employees who possess an Associate of Arts (AA) Degree shall receive an additional 2.5% above their base pay.

OR

Employees who possess Bachelor's (BA or BS) Degree from a regionally accredited college or university shall receive 5% above their base pay.

The maximum total incentive pay for educational achievement shall not exceed 5.0%.

ARTICLE XXIII – POST CERTIFICATES

Employees who possess an Intermediate Post Certificate shall receive an additional 5% above their base pay.

Employees who possess an Advanced and/or Supervisory Post Certificate shall receive 10% above their base pay.

The maximum incentive pay for POST Certificates shall not exceed 10% of base pay.

ARTICLE XXIV - TUITION REIMBURSEMENT:

Expenses for tuition, books and educational fees at a regionally accredited college or university for classes directly related to the employee’s scope of work shall be reimbursed up to \$500 per fiscal year; provided that such reimbursement must have been preapproved by the Department Head and City Manager and shall be conditioned upon receiving a grade of “C” or above or “pass” if the class is a pass/fail and proof of payment by the employee is provided to the City.

ARTICLE XXV - SMOKING AND TOBACCO POLICY:

Employees are prohibited from smoking or using any tobacco products in all public buildings and City-owned vehicles.

ARTICLE XXVI – MEDICAL, DENTAL AND VISION INSURANCE BENEFITS:

Effective July 1, 2014, the City shall pay the current total aggregate amount of health premium costs for medical, dental, and vision insurance paid for the benefit of each employee and their dependents.

The City will continue to require that vision for dependent coverage is paid 100% by the employee.

Future rate increases beginning July 1, 2014 above the aggregate total paid by the City on behalf of the employee shall be shared equally between the City and the employee until the percentage caps for an employee share (as shown below) of total premium are met. When the percentage caps identified below are reached, the increase in premiums will be shared according to the percentage caps. The City will continue to pay 100% of medical, dental, and vision premiums for Employee only coverage.

Employees who are hired after February 10, 2010 will continue to pay 25% of their dependent coverage until such time as the 50% of premium increases exceeds the 25% whereupon they will begin to pay the 50% of premium increases up to the maximum employee percentage amounts as shown below. Their portion of aggregate premium will eventually be no more than the same percentage as other employees of this bargaining unit.

	<u>Aggregate Premium to be paid by Employee</u>
Employee Only	0%
Employee + 1 dependent	20% of total aggregate premium
Employee + family	25% of total aggregate premium

Future overall rate increases for the health plans will occur no more often than once per year. Employee rates may increase due to increases in the age of employees and or their dependents under the terms of the current health plan.

The City will continue to research alternative lesser cost plans to offer the City employees to keep premium costs down.

Employees who waive City provided medical insurance with proof of other health plan coverage shall receive \$100/ per pay period in lieu of the City payment of medical premiums.

City reserves the right to amend, suspend or change medical insurance contracts at any time for any reason, but shall meet and confer with EMPLOYEES prior to doing so. Dependents are as defined under the coverage of the medical insurance policy.

ARTICLE XXVII - CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, are specifically listed in Section 2030.10 of the Personnel Policy Resolution number 2008-51.

ARTICLE XXVIII - EMPLOYEE RIGHTS:

The following are employee rights:

The right of employees to form join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

The right of employees to refuse to join or participate in the activities of employee organizations and to receive the negotiated benefits of the employee organization.

ARTICLE XXIX - ASSOCIATION RESPONSIBILITY:

If the Nevada City Police Officers' Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXIX, "Prohibited Conduct", Section 1, the Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and is unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XXIX, "Prohibited Conduct", Section 1, and return to work.

If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XXIX, "Prohibited Conduct", Section 1.

ARTICLE XXX- NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: Officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XXIX, Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the terms of this agreement, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XXXI - ENTIRE AGREEMENT:

It is the intent of the parties hereto that the provisions of this Agreement and the policies and regulations contained within the most current City Personnel Resolution shall be the sole source of any and all rights, which may be asserted hereunder. This Agreement is not intended to conflict with Federal or State law.

Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXXII - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Agreement, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the Agreement.

ARTICLE XXXIII - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Agreement and any Personnel Rules and policies.

ARTICLE XXXIV - FULL FORCE AND EFFECT

All provisions of Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XLV - TERM OF AGREEMENT:

The term of this Agreement shall cover the period beginning July 1, 2014, and shall continue in full force and effect through June 30, 2016.

ARTICLE XLVI - RATIFICATION AND EXECUTION:

The City and the Association acknowledge that this Agreement shall be in full force and effect once adopted by the City Council for the City of Nevada City. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 25th day of June, 2014.

CITY OF NEVADA CITY

**NEVADA CITY POLICE
SUPERVISOR'S ASSOCIATION**

By: David Brennan
David Brennan, City Manager

By: W. Paul Rohde
Sergeant. W. Paul Rohde

By: Catrina Olson
Catrina Olson, Assistant City Manager

**CITY OF NEVADA CITY - 5 STEP SALARY SCHEDULE
JUNE 2014
FIRE DEPARTMENT EMPLOYEES ASSOCIATION- EXHIBIT A**

Police Sergeant
As of 7/1/13

	A	B	C	D	E
Monthly	\$ 4,189	\$ 4,399	\$ 4,618	\$ 4,849	\$ 5,092
Hourly	\$ 24.17	\$ 25.38	\$ 26.64	\$ 27.98	\$ 29.38

Annual Range	
\$ 50,268	\$ 61,104

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 4,315	\$ 4,531	\$ 4,757	\$ 4,994	\$ 5,245
Hourly	\$ 24.89	\$ 26.14	\$ 27.44	\$ 28.81	\$ 30.26

Annual Range	
\$ 51,776	\$ 62,937

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 4,444	\$ 4,667	\$ 4,899	\$ 5,144	\$ 5,402
Hourly	\$ 25.64	\$ 26.92	\$ 28.26	\$ 29.68	\$ 31.17

Annual Range	
\$ 53,329	\$ 64,825



City of Nevada City Travel and Meeting Reimbursement Policy

I. Purpose

The City has adopted this policy to control the cost of travel, training, and meetings and to fairly reimburse individuals for actual and necessary expenses.

II. Policy

This policy applies to the City Council, City Staff, and members of any other Board or Commission created by act of the City Council. City Council, City Staff and any other Board or Commission members are expected to use good judgment in the use of City funds while on official business and to always seek to be thrifty in order to minimize the total cost to the taxpayer.

III. General

1. Travel and reimbursement is limited to situations in which the City receives a clear benefit from the attendance of a representative. City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. The following types of occurrences qualify for reimbursement expenses incurred in connection with the activities and generally constitute authorized expenses, as long as the other requirements of this policy are met:
 - a. Communicating with representatives of regional, state, local, and national government on City-adopted policy positions;
 - b. Attending authorized educational seminars designed to improve skill and information levels;
 - c. Participating in regional, state, local, and national organizations whose activities affect the City's interests;
 - d. Attending city events and local meetings; and
 - e. Promoting and representing Nevada City in official presentations or attendance in events by the Mayor or his/her designee.

2. Upon request the City will advance money and reimburse claims for reasonable expenses incurred while traveling or performing other City business within the guidelines of this policy. Examples of personal expenses that the City will not reimburse include, but are not limited to:
 - a. The personal portion of any trip;
 - b. Political or charitable contributions or events;

Exhibit B

- c. Family expenses, including partner's expenses when accompanying officials or employee on agency-related business, as well as children or pet-related expenses;
- d. Entertainment expenses, including alcohol, theater, movies (either in-room or at the theater), sporting events (including gym, massage, and/or golf related expenses), or other cultural events;
- e. Certain personal automobile expenses, including repairs, traffic citations, or insurance; and,
- f. Personal losses incurred while on City business.

Such personal expenses shall not be charged on City charge cards. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

IV. Review/Approvals

1. All travel and meetings anticipated to cost over \$150 or requiring an overnight stay must be approved 30-90 days in advance by the employee's Department Director, City Manager, or Assistant City Manager. To accomplish this, the employee will prepare and initial the City's Travel and Meeting Authorization form. The approving authority will sign, date, and return this form to the employee for subsequent inclusion with reimbursement request.
2. The basic authorization for all employee travel is the approved operating budget for the current fiscal year. The approving authority who authorizes the trip, through travel advances and/or expense claims, will verify availability of funds in the budget. While it is recognized that travel and meeting plans/destinations may change during the year, the total travel budget may not be exceeded without prior approval from the City Manager or Assistant City Manager for a budget adjustment.
3. Regardless of whether funding is available in a department budget trips, conferences, seminars, and the like, not outlined in the budget, must be pre-approved by the Department Director, City Manager, or Assistant City Manager.

V. Advances/Payment Amounts

1. Payments – The preferred method of payment for registration, transportation, and lodging expenses is through the warrant request process. A City of Nevada City credit card, or an employee's personal card, may be used with the consent of the Department Director, City Manager, or Assistant City Manager.
2. Transportation – The method of travel (air, train, personal auto, or city auto) should be selected on the basis of the least total cost to the City. This

Exhibit B

determination should take into account any employee wages paid during travel or consideration of a Councilmember's time.

3. Air Travel – The lowest fare available a minimum of two weeks before the event should be utilized, unless a shorter time frame is required. Airfare may be charged to a City credit card or a personal credit card. In all cases, copies of the ticket or ticket-less voucher depicting the cost must be attached to the Expense Reimbursement Form. Only coach class will be reimbursed, consistent with C.2 above. Upgrades in class will be at the employee's expense.
4. Ground Transportation – Courtesy shuttle service, buses, and taxis should be used between airports and meeting locations. Car rentals should only be used in special situations, where the aforementioned services are not practical, and will require pre-approval from the Department Director, City Manager, or Assistant City Manager.
5. Lodging – Council members, officials, and employees will always seek to stay at the hotel hosting the event or where the sponsor recommends a preferred or discounted hotel. For other events, or where this is not possible, please ask your representative for government rates and inquire into having the Transient Occupancy Tax (TOT) waived. Many cities will do this as a courtesy for other local agencies, and the savings for larger groups can be significant.
6. Meals – The costs for meals while traveling are reimbursable since the City does not provide a per diem. In addition, meals necessary for a budget authorized one-day conference, workshop, or professional association meeting are eligible for reimbursement when the conference hours fall within standard meal times.

For determining advances and reimbursements, meals are reimbursable up to a maximum of \$53 per day. Snacks and non-business-related expenses are not reimbursable. In general, the maximum range per meal should be \$25 for dinner, \$16 for lunch, and \$12 for breakfast, with a \$53/day maximum. Officials and employees are responsible for meal costs when a detailed receipt is not provided and for meal amounts in excess of \$53 per day. Meal cost includes the restaurant charge plus tip. As a guide, tips should be 15% of the pretax amount.

The City reserves the right to further restrict meal or miscellaneous reimbursements including but not limited to the following examples:

- For conferences where a meal (e.g. Continental breakfast or lunch with a speaker) and the cost of a meal is included as part of the registration fee, the City will not reimburse an employee for the same meal.

Exhibit B

- Further, City Council members, officials, and employees will not be reimbursed for purchasing meals for third parties; other than the City Manager or his/her designee for business-related purposes only.
 - No reimbursement will be made for the purchase of alcoholic beverages. If you purchase an alcoholic beverage with your meal you just deduct the cost of the beverage, including tax and tip, from your request for reimbursement.
7. Business related expenses – Reasonable miscellaneous business-related expenses are reimbursable according to business circumstances.
 8. Telephone/Fax/Cellular/Internet – Reimbursement may be authorized for actual and necessary telephone, fax, and short-term Internet expenses incurred on City business when not otherwise covered under a pre-existing plan or service arrangement. Telephone or other bills should identify which services were used on City business. To the extent possible anyone traveling for City business should make every effort to use Internet access provided by the conference rather than paying daily access charges.
 9. Advances – Advances for miscellaneous, business-related expenses (i.e., cabs, tips, and other transportation) are available up to \$50 per day, with a \$250 maximum per event. The City will reimburse eligible expenses above the \$50 advance limit.

Unused advanced funds will be returned to the Finance & Administration Department along with a copy of the Expense Reimbursement Form within seven (7) business days of the employee's return to work.

VI. Reimbursement Request

1. Expenses, and accounting for advances, are to be submitted for approval and reimbursement within seven (7) days of completion of the business trip. These materials will be review and approved by the Department Director before submission to the Finance and Administration Department.
2. Receipts are to be attached to the Expense Reimbursement form for each expenditure. The City will deny reimbursement unless accompanied by a proper receipt. Each receipt must have the pre-printed name of the business, the date of the expenditure, and cost per item. For example, perforated tabs torn from the bottom of the restaurant bills are not acceptable by themselves. The Councilmember, official, or employee should request that the restaurant provide a printed receipt as well. A detailed receipt for credit card meals is mandatory.

Exhibit B

3. Petty cash may not be used for travel expense reimbursements unless the reimbursement is only for local mileage and is under \$50.
4. Individuals electing to drive to any meeting or event shall receive the IRS standard mileage reimbursement rate, up to \$.55 or the cost of the lowest airfare and ground transportation.
5. The method for calculating reimbursable mileage, the round trip commute to work and back home shall be subtracted from the total mileage driven each day to calculate reimbursable miles. This applies to travel for all City business, including meetings, training, and serving on interview panels on behalf of the City. When possible it is preferred that anyone traveling uses the City vehicle that is available for commuting for City business.
6. Employees electing to use credit cards (personal or City) for trip expenses must produce detailed receipts of the kind mentioned above for their purchases.
7. Business-related telephone charges will be reimbursed for employees who are not provided a phone allowance.
8. The Finance & Administration will receive and review all documentation prior to the issuance of a warrant for reimbursement.

VII. Compliance with Laws

Recipients of reimbursement should keep in mind that some expenditures may be subject to reporting under the Political Reform Act for Lobbyists. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act.

VIII. Violation of this Policy

Misuse of public resources or falsifying expense reports in violation of this policy may result in any or all of the following 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the City reporting the expenses as income to state and federal tax authorities, 4) civil penalties up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

This policy satisfies the requirements of Government Code sections 53232.2 and 53232.3.

