

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NEVADA CITY
AND THE
NEVADA CITY SUPERVISORY UNIT
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 Supervisory Unit consisting of Supervisory employees in Public Works (DPW), Wastewater Treatment Plant (WWTP), Water Treatment Plant (WTP) Administration Department (AD) and Park & Recreation (P&R) (hereinafter called the "Unit") as the exclusive recognized bargaining agent for the employees in the exempt 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 agrees 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 – BOOT ALLOWANCE:

For those employees in the Supervisory Unit (DPW, WTP, WWTP) who are required to perform maintenance and operation duties in and around public infrastructure facilities, up to \$150.00 boot allowance will be provided each fiscal year.

For Public Works field employees, an initial one time amount of \$320 uniform allowance for their first year will be provided. This allowance is intended to provide up to 5 safety orange work shirts, five pair of moss green safety double knee pants and a safety orange sweatshirt. Employees are required to be in work uniforms and to keep them up to a presentable standard. Each fiscal year, beginning July 1, 2013, following the initial purchase, employees would be allowed to replace uniforms up to a maximum annual cost of \$156.00 with approval of the Public Works Director.

ARTICLE V - WORK WEEK:

The official workweek for employees shall be forty (40) hours and shall begin on each Saturday and end on the following Friday. The City reserves the right to modify the work period for members of this unit as provided for in Labor Code 500-558 (e.g. 80 hour work period, 5/9s, 4/10s, etc.) which may be adopted after discussing such change with members of this bargaining unit.

ARTICLE VI - OVERTIME:

Pursuant to the Fair Labor Standards Act, the City has determined that all employees, positions and classifications in the Supervisory Unit are exempt from the overtime provisions of the Fair Labor Standards Act. As such, Supervisory employees shall not be eligible for paid overtime.

ARTICLE VII - 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. There exists within the City a travel and other official expense reimbursement policy which is attached to this MOU as Exhibit 'B'

ARTICLE VIII - RETIREMENT:

Section 1: Effective July 1, 2014 and July 1, 2015, Employees covered by this Memorandum of Understanding will be participating in the following Public Employees' Retirement Systems and will be required to make the appropriate employee contributions for their respective plans:

	<u>Tier One</u>	<u>PEPRA</u>	<u>Tier Two</u>
CalPERS Plan	2.5% @ 55	2% @ 62 (PEPRA)	2%@60
Employee			
Contribution 7/1/2014	3%	½ total plan cost	5%
7/1/2015	4%	½ total plan cost	5%

Tier 1 PERS retirement plan is for employees hired prior to February 10, 2010

Tier 2 PERS retirement plan is for employees hired on after February 10, 2010 that are considered "Classic Members"

Tier 3 or PEPRA employees are those hired on or after January 1, 2013 who are not considered "Classic Members" by CalPERS.

ARTICLE IX - HOLIDAYS:

Employees shall be entitled to the following paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day following Thanksgiving Day
- Christmas
- Two Floating Holidays

ARTICLE X – VACATION AND VACATION ACCUMULATION:

In addition to the terms and conditions contained in the City's Personnel Regulations, the following terms are agreed to between members of this unit and the City:

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 320 hours or two times annual accrual amount, whichever is less. No further accrual of vacation leave time may accrue without advance approval from the City Manager. Approval must be based upon a valid work or personal restriction on taking vacation leave and any approval must include a reasonable plan for reducing the leave balance.

ARTICLE XI - SICK LEAVE:

Employees shall be entitled to sick leave benefits specified in the "Sick Leave Policy".

ARTICLE XII - 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
- State Fair Housing and Employment Act and Pregnancy Disability Leave
- Federal Family and Medical Leave Act

ARTICLE XIII - 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 XIV - 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 XV - GRIEVANCE PROCEDURE:

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

ARTICLE XVI - PROBATIONARY PERIOD:

The Personnel System Rules provide 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 XVII - DISCIPLINARY ACTIONS:

Employees covered by this agreement shall be subject to the terms and conditions of the Discipline Policy contained in the City Personnel Resolution.

Paid administrative leave pending completion of a disciplinary investigation shall not constitute discipline.

ARTICLE XVIII - LAYOFF POLICY AND PROCEDURE:

The Personnel System Rules incorporate the layoff policy and procedure as an appendix.

ARTICLE XIX- LEAVE REGULATIONS:

The City Personnel Policy regarding leave regulations include the following important information:

1. That failure on the part of an employee absent without leave to return to duty within twenty four (24) scheduled work hours after notice to return shall be cause for discipline up to and including termination of employment.
2. No benefits will accrue during any leave of absence without pay, but accrued benefits will not be lost except as otherwise provided (2270.30).
3. During a leave of absence without pay, the City payment of premiums for health benefits will become the responsibility of the employee (2270.40).

4. Except when an employee is on Family Medical Leave Absence (FMLA), an employee's group health benefits will be maintained and paid by the City (2270.40).

ARTICLE XX – ADMINISTRATIVE LEAVE:

Effective the first pay period in January each year, each full-time Supervisory employee, with twelve (12) months of continuous service during the preceding calendar year, will receive eighty (80) hours of Administrative Leave for use during the current calendar year. For employees hired during the preceding calendar year, the amount of hours shall be pro-rated based on the month of hire. Administrative Leave may be requested and scheduled, subject to approval of the Department Head. Administrative Leave may not be accrued, accumulated or carried over from year to year. Any unused Administrative Leave remaining at the end of a calendar year shall be forfeited.

ARTICLE XXI - TUITION REIMBURSEMENT:

Effective the first pay period that begins after July 1, 2008, Supervisory employees who thereafter incur expenses for tuition, books and educational fees at a regionally accredited college or university shall be entitled to reimbursement up to \$500 per fiscal year; provided that such reimbursement shall be conditioned upon receiving a grade of "C" or above or "pass" if the class is a pass/fail. Content of classes taken, with expected reimbursement, must be relevant to job responsibilities.

ARTICLE XXII - SMOKING AND TOBACCO POLICY:

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

ARTICLE XXIII – HEALTH, DENTAL AND VISION INSURANCE BENEFITS:

Effective July 1, 2014, the City shall continue to pay the current total aggregate amount of health premium costs for medical, dental, and vision insurance paid for the benefit of each 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 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 require that vision for dependent coverage is paid 100% by the employee. 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>Maximum Amount to be paid by employee</u>
Employee Only	0%
Employee + 1 dependent	20% of total aggregate premium
Employee + family	25% of total aggregate premium

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.

ARTICLE XXIV - 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, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the Management decision;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- e. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
- f. To determine methods of financing;
- g. To determine types of equipment or technology to be used;
- h. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- i. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- j. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments;
- k. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- l. To establish and modify productivity and performance programs and standards;
- m. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- n. To determine job classifications and to reclassify employees; and
- o. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and applicable City Resolutions and Codes.

The City's exercise of a City right listed herein shall not be subject to the Grievance Procedure unless the Unit alleges that such exercise raises an issue involving the interpretation of Personnel Rules or this Memorandum of Understanding. In that case, the grievance will be limited to the dispute over the interpretation of the Rules or the Memorandum of Understanding.

ARTICLE XXV - EMPLOYEE RIGHTS:

The following are employee rights:

Section 1: 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.

Section 2: 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 XXVI - UNIT RESPONSIBILITY:

Section 1: If, the Nevada City Supervisory Unit, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXXV, Prohibited conduct, Section 1, the Nevada City Supervisory Unit 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 XXXV, Prohibited conduct, Section 1, and return to work.

Section 2: If the Nevada City Supervisory Unit 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 XXXV, Prohibited conduct, Section 1.

ARTICLE XXVII - 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 Nevada City Supervisory Unit fails, in good faith, to perform all responsibilities in Article XXXIV, Unit Responsibility, the City may suspend any and all of the rights and privileges accorded to the Unit under the terms of this agreement, including, but not limited to, suspension of recognition of the Unit, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XXVIII - ENTIRE AGREEMENT:

Section 1: It is the intent of the parties hereto that the provisions of this Agreement 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.

Section 2: 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 XXIX - 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 XXX - 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 Unit 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 XXXI - ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues of five percent (5%); a reduction in General Fund reserves of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional

authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE XXXII - FULL FORCE AND EFFECT

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

ARTICLE XXXIII - 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 XXXIV - RATIFICATION AND EXECUTION:

The City and the Nevada City Supervisory Unit 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 Nevada City Supervisory Unit and entered into this 26th day of June 2014.

CITY OF NEVADA CITY

By: David Brennan
David Brennan, City Manager

By: Catrina Olson 6/27/14
Catrina Olson, Assistant City Manager

NEVADA CITY SUPERVISORY UNIT

By: Chris Schack
Chris Schack

By: Dawn Zydonis
Dawn Zydonis

CITY OF NEVADA CITY - 5 STEP SALARY SCHEDULE

JUNE 2014

SUPERVISORY UNIT - EXHIBIT A

Finance & Administration Administrative Supervisor

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 3,845	\$ 4,037	\$ 4,239	\$ 4,451	\$ 4,674
Hourly	\$ 22.18	\$ 23.29	\$ 24.46	\$ 25.68	\$ 26.96

Annual Range	
\$ 46,140	\$ 56,083

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 3,960	\$ 4,158	\$ 4,366	\$ 4,585	\$ 4,814
Hourly	\$ 22.85	\$ 23.99	\$ 25.19	\$ 26.45	\$ 27.77

Annual Range	
\$ 47,524	\$ 57,766

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 4,079	\$ 4,283	\$ 4,497	\$ 4,722	\$ 4,958
Hourly	\$ 23.53	\$ 24.71	\$ 25.95	\$ 27.24	\$ 28.61

Annual Range	
\$ 48,950	\$ 59,499

Dept. of Public Works Public Works Supervisor

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 4,622	\$ 4,853	\$ 5,096	\$ 5,351	\$ 5,618
Hourly	\$ 26.67	\$ 28.00	\$ 29.40	\$ 30.87	\$ 32.41

Annual Range	
\$ 55,464	\$ 67,416

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 4,761	\$ 4,999	\$ 5,249	\$ 5,512	\$ 5,787
Hourly	\$ 27.47	\$ 28.84	\$ 30.28	\$ 31.80	\$ 33.38

Annual Range	
\$ 57,128	\$ 69,438

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 4,903	\$ 5,149	\$ 5,406	\$ 5,677	\$ 5,960
Hourly	\$ 28.29	\$ 29.70	\$ 31.19	\$ 32.75	\$ 34.39

Annual Range	
\$ 58,842	\$ 71,522

Parks & Recreation Supervisor

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 3,138	\$ 3,295	\$ 3,460	\$ 3,633	\$ 3,814
Hourly	\$ 18.10	\$ 19.01	\$ 19.96	\$ 20.96	\$ 22.01

Annual Range	
\$ 37,656	\$ 45,773

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 3,232	\$ 3,394	\$ 3,564	\$ 3,742	\$ 3,929
Hourly	\$ 18.65	\$ 19.58	\$ 20.56	\$ 21.59	\$ 22.67

Annual Range	
\$ 38,786	\$ 47,146

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 3,329	\$ 3,496	\$ 3,671	\$ 3,854	\$ 4,047
Hourly	\$ 19.21	\$ 20.17	\$ 21.18	\$ 22.24	\$ 23.35

Annual Range	
\$ 39,949	\$ 48,560

Wastewater Chief Plant Operator

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 5,270	\$ 5,534	\$ 5,810	\$ 6,101	\$ 6,406
Hourly	\$ 30.40	\$ 31.93	\$ 33.52	\$ 35.20	\$ 36.96

Annual Range	
\$ 63,240	\$ 76,872

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 5,428	\$ 5,700	\$ 5,984	\$ 6,284	\$ 6,598
Hourly	\$ 31.32	\$ 32.88	\$ 34.52	\$ 36.25	\$ 38.07

Annual Range	
\$ 65,137	\$ 79,178

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 5,591	\$ 5,871	\$ 6,164	\$ 6,473	\$ 6,796
Hourly	\$ 32.26	\$ 33.87	\$ 35.56	\$ 37.34	\$ 39.21

Annual Range	
\$ 67,091	\$ 81,554



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;

- 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

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.

- 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.

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.