

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NEVADA CITY
AND THE
NEVADA CITY SUPERVISORY UNIT
July 2, 2016 through June 30, 2018**

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 and the Unit shall not discriminate against any employee because of race, color, sex, 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 Unit 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:

The salary schedule for members of this bargaining unit shall be a five step schedule beginning with step A and ending with step E. Effective July 2, 2016, all salary steps shall be adjusted as follows:

Administrative Supervisor	4.0%
Parks & Recreation Supervisor	8.0%
Wastewater Superintendent	4.0%
Public Works Superintendent	4.0%

Effective July 1, 2017, all salary steps shall be adjusted as follows:

Administrative Supervisor	4.0%
Parks & Recreation Supervisor	8.0%
Wastewater Superintendent	4.0%
Public Works Superintendent	4.0%

The salary schedule for employees of this unit is based on a five step salary schedule which is attached hereto as Exhibit 'A' and incorporates the above stated adjustments.

ARTICLE IV – MISCELLANEOUS ALLOWANCES:

Section 1: 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, the City will provide a boot allowance of up to \$150.00 each fiscal year.

Section 2: The City will provide a cellular phone stipend of \$40.00 per month to the following employees in acknowledgement of the fact that the City requires the employee to be generally accessible via cellular phone for the conduct of City-related business:

Public Works Superintendent
Parks & Recreation Supervisor
Water/Wastewater Superintendent

The employee shall provide and the City may publish the cellular phone number to designated individuals and organizations with whom the employee normally conducts City-related business. Employees receiving a cell phone stipend are responsible for securing a cellular phone and a usage plan of their choice and shall provide immediately notification to the City in the event their cellular plan is cancelled or terminated. In the event of cancellation or termination, the City reserves the right to eliminate the stipend benefit.

ARTICLE V- TRANSPORTATION:

The City Manager may authorize overnight home retention of City-provided vehicles for public safety assignments, on-call assignments, or other special or emergency response purposes. Employees are individually responsible for associated state and federal tax reporting requirements associated with use of City-provided vehicles.

ARTICLE VI - 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 (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 VII - 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 VIII - 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 IX - RETIREMENT:

Section 1: Employees covered by this Memorandum of Understanding shall pay the following employee contributions for their respective retirement plans:

CalPERS Plan	<u>Tier One</u>	<u>PEPRA</u>	<u>Tier Two</u>
	2.5% <u>@55</u>	2% <u>@62</u> (PEPRA)	2% <u>@60</u>
Employee			
Contribution 7/2/2016	6%	½ total plan cost	7%
7/1/2017	8%	½ total plan cost	7%

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 X - 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 (in lieu of Lincoln's Birthday and Admissions Day)

ARTICLE XI – 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:

Employees may accrue up to 320 hours of vacation leave or two times annual accrual amount, whichever is less. No further accrual of vacation leave time may occur 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 XII - SICK LEAVE:

Employees shall be entitled to sick leave benefits specified in the "Sick Leave Policy" (Section 2240 of City Personnel Regulations).

ARTICLE XIII - 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 XIV - 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 XV - GROUNDS FOR DISCIPLINE

Employees covered by this agreement shall be subject to the terms and conditions of the Grounds for Discipline Policy (Section 2310 of City Personnel Regulations).

ARTICLE XVI - GRIEVANCE PROCEDURE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grievance Procedure (Section 2320 of City Personnel Regulations).

ARTICLE XVII - 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 XVIII - DISCIPLINARY ACTIONS:

The Personnel System Rules provide that paid administrative leave pending completion of a disciplinary investigation shall not constitute discipline.

ARTICLE XIX - LAYOFF POLICY AND PROCEDURE:

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

ARTICLE XX- 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) 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 XXI – 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 XXII - TUITION REIMBURSEMENT:

Supervisory employees who 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 XXIII - SMOKING AND TOBACCO POLICY:

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

ARTICLE XXIV – HEALTH, DENTAL AND VISION INSURANCE BENEFITS:

Effective August 27, 2016, the City shall pay 90% and employees with dependents shall pay 10% of all health premium costs for medical, and dental insurance. The City shall pay 100% of all health premium costs for medical, dental and vision insurance for employees with comprehensive "employee only" health coverage (e.g. medical, dental and vision insurance). City pays employee portion of vision insurance for all employees; employees pay any dependent vision insurance premiums.

The City will continue to research alternative lesser cost plans to offer 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 XXV - 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 XXVI - 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 XXVII - 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 XXVIII, Prohibited conduct, Section 1, the Nevada City Supervisory Unit or its duly authorized representative shall immediately instruct in writing 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 XXVIII, 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 XXVIII, Prohibited conduct, Section 1.

ARTICLE XXVIII - 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 XXVII, 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 XXIX - 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 XXX - 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 XXXI - 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 XXXII - 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 XXXIII - FULL FORCE AND EFFECT

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

ARTICLE XXXIV - TERM OF AGREEMENT:

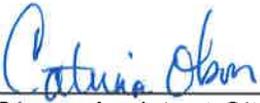
The term of this Agreement shall cover the period beginning July 2, 2016, and shall continue in full force and effect through June 30, 2018.

ARTICLE XXXV - 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 24th day of August 2016.

CITY OF NEVADA CITY

By: 
Mark T. Prestwich, City Manager

By: 
Catrina Olson, Assistant City Manager

NEVADA CITY SUPERVISORY UNIT

By: 
Chris Schack

By: 
Dawn Zydonis

**CITY OF NEVADA CITY - 5 STEP SALARY SCHEDULE
JULY 2016
SUPERVISORY UNIT - EXHIBIT A**

Administrative Supervisor

As of 7/1/13						Annual Range	
	A	B	C	D	E		
Monthly	\$ 3,845	\$ 4,037	\$ 4,239	\$ 4,451	\$ 4,674	\$	\$ 46,140 \$ 56,083
Hourly	\$ 22.18	\$ 23.29	\$ 24.46	\$ 25.68	\$ 26.96		
As of 7/1/14						Annual Range	
	A	B	C	D	E		
Monthly	\$ 3,960	\$ 4,158	\$ 4,366	\$ 4,585	\$ 4,814	\$	\$ 47,524 \$ 57,766
Hourly	\$ 22.85	\$ 23.99	\$ 25.19	\$ 26.45	\$ 27.77		
As of 7/1/15						Annual Range	
	A	B	C	D	E		
Monthly	\$ 4,079	\$ 4,283	\$ 4,497	\$ 4,722	\$ 4,958	\$	\$ 48,950 \$ 59,499
Hourly	\$ 23.53	\$ 24.71	\$ 25.95	\$ 27.24	\$ 28.61		
As of 7/1/16: 4%						Annual Range	
	A	B	C	D	E		
Monthly	\$ 4,242	\$ 4,454	\$ 4,677	\$ 4,911	\$ 5,157	\$	\$ 50,908 \$ 61,879
Hourly	\$ 24.47	\$ 25.70	\$ 26.98	\$ 28.33	\$ 29.75		
As of 7/1/17: 4%						Annual Range	
	A	B	C	D	E		
Monthly	\$ 4,412	\$ 4,632	\$ 4,864	\$ 5,107	\$ 5,363	\$	\$ 52,944 \$ 64,354
Hourly	\$ 25.45	\$ 26.73	\$ 28.06	\$ 29.47	\$ 30.94		

Parks & Recreation Supervisor

As of 7/1/13						Annual Range	
	A	B	C	D	E		
Monthly	\$ 3,138	\$ 3,295	\$ 3,460	\$ 3,633	\$ 3,814	\$	\$ 37,656 \$ 45,773
Hourly	\$ 18.10	\$ 19.01	\$ 19.96	\$ 20.96	\$ 22.01		
As of 7/1/14						Annual Range	
	A	B	C	D	E		
Monthly	\$ 3,232	\$ 3,394	\$ 3,564	\$ 3,742	\$ 3,929	\$	\$ 38,786 \$ 47,146
Hourly	\$ 18.65	\$ 19.58	\$ 20.56	\$ 21.59	\$ 22.67		
As of 7/1/15						Annual Range	
	A	B	C	D	E		
Monthly	\$ 3,329	\$ 3,496	\$ 3,671	\$ 3,854	\$ 4,047	\$	\$ 39,949 \$ 48,560
Hourly	\$ 19.21	\$ 20.17	\$ 21.18	\$ 22.24	\$ 23.35		
As of 7/1/16: 8%						Annual Range	
	A	B	C	D	E		
Monthly	\$ 3,595	\$ 3,775	\$ 3,964	\$ 4,163	\$ 4,370	\$	\$ 43,145 \$ 52,445
Hourly	\$ 20.74	\$ 21.78	\$ 22.87	\$ 24.01	\$ 25.21		
As of 7/1/17: 8%						Annual Range	
	A	B	C	D	E		
Monthly	\$ 3,883	\$ 4,077	\$ 4,282	\$ 4,496	\$ 4,720	\$	\$ 46,597 \$ 56,641
Hourly	\$ 22.40	\$ 23.52	\$ 24.70	\$ 25.94	\$ 27.23		

Water/Wastewater Superintendent

As of 7/1/13						Annual Range	
	A	B	C	D	E		
Monthly	\$ 5,270	\$ 5,534	\$ 5,810	\$ 6,101	\$ 6,406	\$	\$ 63,240 \$ 76,872
Hourly	\$ 30.40	\$ 31.93	\$ 33.52	\$ 35.20	\$ 36.96		
As of 7/1/14						Annual Range	
	A	B	C	D	E		
Monthly	\$ 5,428	\$ 5,700	\$ 5,984	\$ 6,284	\$ 6,598	\$	\$ 65,137 \$ 79,178
Hourly	\$ 31.32	\$ 32.88	\$ 34.52	\$ 36.25	\$ 38.07		
As of 7/1/15						Annual Range	
	A	B	C	D	E		
Monthly	\$ 5,591	\$ 5,871	\$ 6,164	\$ 6,473	\$ 6,796	\$	\$ 67,091 \$ 81,554
Hourly	\$ 32.26	\$ 33.87	\$ 35.56	\$ 37.34	\$ 39.21		
As of 7/1/16: 4%						Annual Range	
	A	B	C	D	E		
Monthly	\$ 5,815	\$ 6,106	\$ 6,410	\$ 6,731	\$ 7,068	\$	\$ 69,775 \$ 84,816
Hourly	\$ 33.55	\$ 35.23	\$ 36.98	\$ 38.84	\$ 40.78		
As of 7/1/17: 4%						Annual Range	
	A	B	C	D	E		
Monthly	\$ 6,047	\$ 6,350	\$ 6,667	\$ 7,001	\$ 7,351	\$	\$ 72,566 \$ 88,208
Hourly	\$ 34.89	\$ 36.64	\$ 38.46	\$ 40.39	\$ 42.41		

Public Works Superintendent

As of 7/1/13						Annual Range	
	A	B	C	D	E		
Monthly	\$ 5,331	\$ 5,597	\$ 5,877	\$ 6,171	\$ 6,480	\$	\$ 63,972 \$ 77,760
Hourly	\$ 30.76	\$ 32.29	\$ 33.91	\$ 35.60	\$ 37.38		
As of 7/1/14						Annual Range	
	A	B	C	D	E		
Monthly	\$ 5,491	\$ 5,765	\$ 6,053	\$ 6,356	\$ 6,674	\$	\$ 65,891 \$ 80,093
Hourly	\$ 31.68	\$ 33.26	\$ 34.92	\$ 36.67	\$ 38.51		
As of 7/1/15						Annual Range	
	A	B	C	D	E		
Monthly	\$ 5,784	\$ 6,073	\$ 6,377	\$ 6,696	\$ 7,031	\$	\$ 69,410 \$ 84,370
Hourly	\$ 33.37	\$ 35.04	\$ 36.79	\$ 38.63	\$ 40.56		
As of 7/1/16: 4%						Annual Range	
	A	B	C	D	E		
Monthly	\$ 6,016	\$ 6,316	\$ 6,632	\$ 6,963	\$ 7,312	\$	\$ 72,186 \$ 87,745
Hourly	\$ 34.70	\$ 36.44	\$ 38.26	\$ 40.17	\$ 42.18		
As of 7/1/17: 4%						Annual Range	
	A	B	C	D	E		
Monthly	\$ 6,256	\$ 6,568	\$ 6,897	\$ 7,242	\$ 7,605	\$	\$ 75,074 \$ 91,254
Hourly	\$ 36.09	\$ 37.89	\$ 39.79	\$ 41.78	\$ 43.87		



Exhibit B

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.