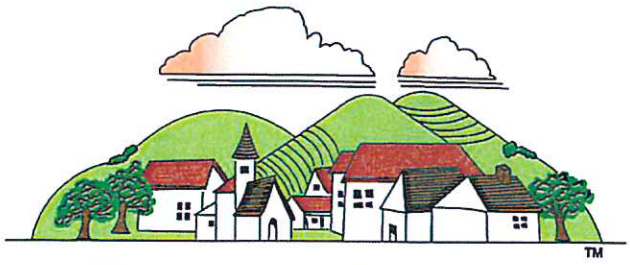

Town of Yountville

"The Heart of the Napa Valley"

TOWN OF YOUNTVILLE

YOUNTVILLE EMPLOYEE'S ASSOCIATION
MID-MANAGEMENT AND PROFESSIONAL UNIT

MEMORANDUM OF UNDERSTANDING

For Period: July 1, 2015 to June 30, 2018

MOU
Adopted June 16, 2015
Resolution Number 15-15-3266

TOWN OF YOUNTVILLE
MEMORANDUM OF UNDERSTANDING

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TOWN OF YOUNTVILLE
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum" or "MOU") is an agreement between the Town of Yountville hereinafter referred to as "Town", and the Yountville Employee Association (YEA) Mid Management Professional Unit (MMP).

PURPOSE

The purpose of this agreement is to promote the mutual interests of the Town and the employees, and to provide for the operation of the Town's facilities under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy and efficiency of operations, elimination of waste, realization of optimum quality and quantity of product and/or service, cleanliness of facilities and protection of property.

SECTION 1 – UNIT RECOGNITION

The Yountville Employees' Association Mid Management Professional Unit , a recognized employee organization, and the Town of Yountville, a public agency, have been meeting and conferring consistent with Section 3500 of the California Government Code and have reached agreement.

The Town recognizes the Yountville Employee Association Mid Management Professional Unit hereafter as "Association" as the mid management professional employees representative of permanent employees employed in the job classifications attached as Appendix "A".

The scope of representation shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

It is the intent and purpose of this Memorandum to set forth the total and complete understanding and agreement regarding wages, hours, and terms and conditions of employment. All present rules, employee rights, privileges, and benefits shall remain in effect unless specifically altered by the provisions of this Memorandum of Understanding.

Association/Unit Security and Rights

Both parties agree that the designated Association/Unit representatives shall have reasonable access to bargaining unit employees. All designated Association/Unit representatives are required to check in with Town management prior to visiting with employees during working hours or on Town owned facilities. The Association/Unit agrees to make good faith efforts not to disrupt the normal business operations of the Town. The Association/Unit agrees to notify the Town's designated Employee Relations Officer in writing within thirty (30) days of any changes in its officers, stewards, mailing addresses or other information relating to employer-employee relations.

Expectations for FLSA Exempt Employees

General Office Hours

FLSA-exempt employees are paid on a salary basis and provided with additional administrative leave time. FLSA-Exempt employees are expected to put the hours and work effort in that is necessary to do the job. This may mean sometimes those exempt employees may take work home, come in early or stay late based on work load needs and project completion deadlines. FLSA exempt employees have more flexibility with their work schedule than non-exempt employees. Exempt employee work schedule flexibility is defined by several significant factors: 1) that employees are getting the job "done right" in a timely and appropriate manner; 2) meeting project completion deadlines and established service delivery dates, 3) available to interact with the public, other town staff and external partners as necessary for employee and them to conduct necessary business and 4) respectful and supportive of the Town's lean organizational staffing structure which often requires availability to shore up the administrative and clerical support staff as necessary and to support their work objectives, and 5) recognition that as a public agency there is the need for public accountability of staff resources and leave benefits provided to employees

Core office hours are the same as the facility in which the employee is based unless otherwise designated or approved by the supervisor or Town Manager. Town Hall is open Monday through Friday from 8 a.m. to 5 p.m. The Community Center is open from 7:30 a.m. to 5:30 p.m., Monday through Friday and some weekends which results in staggered employee working schedules as assigned by the Parks & Recreation Director. The Public Works Corporation Yard hours are Monday through Friday from 7:30 a.m. to 4:00 p.m.

Lunch and Breaks

Lunch hours are one hour with the understanding that there may be occasional extended lunch hours for business meetings, work or personal reasons/errands. However, this is not the normal as extended absences have operational impacts on other Town employees. Lunch hours should be taken between the time period of 11:30 a.m. and 2:00 p.m., unless there are exceptional circumstances. Additionally, it should not be the practice of employees to eat their lunch at their desk and then also take off for their normal lunch break.

Break Times: All employees are provided and encouraged to take a 15 minute break in the middle of each of their regular 4 hour morning or 4 hour afternoon work schedule. As a management level employee it is your responsibility to appropriate schedule and take periodic breaks.

Breaks and lunch time that are NOT TAKEN are not then owed employees and are not to be used as justification to extend the lunch hour or leave work early in lieu of not taking your break.

Flexible work schedules or temporary adjustments to your normal schedule require approval from employees' immediate supervisor and the Town Manager.

Council/Commission Meeting Attendance:
The Town recognizes that working a normal business day and then going into a 6 p.m. meeting that can last two (2) to four (4) hours makes for a long day. The Town encourages employees attending the Council meeting to take a meal or break before the start of the meeting so as to be rested and ready for a productive meeting. In support of this initiative employees may periodically take time away from the office from the normal office hours of 4:00 p.m. to 5:00 p.m. for a meal break prior to the start of the meeting.

Morning after meetings
Occasionally after longer evening meetings employees may adjust their morning start time to but are expected to be in the office by 9 a.m. This administrative flexibility is not meant to be used automatically after **each and every** meeting.

Administrative Leave:
Additional Administrative Leave time is provided in an amount determined by the Town Manager to FLSA Exempt employees in partial recognition that the demands and nature of their position requires additional work effort outside of the normal M-F 8 to 5 office hours. This additional work effort includes such things as attendance at council/commission meetings, external meetings, participation in conferences/workshops, community outreach efforts, and at times may require additional personal work effort on your part to meet work deadlines.

Administrative Leave time is an additional leave benefit in part to compensate for the additional "time" required to do the job the right way. Administrative Leave is not like comp-time or overtime which is earned on an hour for hour basis. Administrative leave is provided to employees annually for the body of work produced by the FLSA exempt employee and can be used at the employee's discretion consistent with leave policies. FLSA-Exempt employees are not eligible for overtime pay or compensatory time off.

Payroll Leave Reporting:
The Town utilizes the philosophy that an FLSA-exempt employee will be paid for 80 hours each payroll period and that only leave usage is reported from the sick leave bank, administrative leave bank, and vacation bank. It is each employee's responsibility to report your use of vacation, administrative, and sick leave usage on a payroll period basis.

Monitoring Work Hours
You are directed to carefully monitor your own work hours to ensure that you are complying with this memorandum. If you supervise employees, you should also carefully monitor the work hours of your subordinates. However, you are prohibited (or discouraged) from monitoring any other employee's work schedule as this is their direct supervisor's responsibility.

Voluntary Dues Deduction
Voluntary payroll deductions for Association/Unit membership dues shall be granted by the Town to the Association in accordance with the following terms:

Use of such dues deduction is at the discretion of the Association and shall be initiated by written request of the Association.

Payroll deductions shall be for a specific amount and uniform as between employee members of the Association. Payroll deductions shall be limited solely to membership dues and not for other sundry related programs, insurances, etc. Authorization, cancellation, or modification of payroll deduction shall be made upon forms provided or approved by the Town Manager or designee. The voluntary payroll deduction shall remain in effect until employment with the Town is terminated or until cancelled or otherwise modified by the employee through written notice to the Employee Relations Officer.

Employees may only authorize dues deductions for the Association/Unit certified as the recognized bargaining unit to which such employees are assigned. Any dues deduction authorization will automatically terminate in the event that the Unit's status as exclusive bargaining unit for the members terminates.

Amounts deducted and withheld by the Town shall be transmitted to the office or officer designated by the Association/Unit as authorized to receive such funds at the address specified by the Association/Unit representatives.

The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deduction herein authorized. All other required and/or employee authorized payroll deductions have priority over payment of Association dues should the paycheck not be sufficient to make all required deductions. When an employee is in a non-pay status for an entire pay-period, no withholdings will be made to cover that pay-period.

The Association/Unit shall indemnify, defend and hold harmless the Town against any claims, demands, lawsuits or any other actions initiated against the Town arising from compliance with any of the provisions of this article.

The Association shall refund to the Town within thirty (30) days any amounts paid to it in error upon presentation of supporting evidence by the Town. Conversely, the Town will correct payment for any amounts paid incorrectly to Association within thirty (30) days upon supporting documentation presented by the Association.

No Discrimination

There shall be no discrimination by the Town or Association/Unit in employment conditions or treatment of employees on the basis of membership or non-membership in the Association, or participation or non-participation in Association activities.

The Association shall not discriminate or restrict its membership based on race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, medical condition, disability, marital status, political opinion or affiliation.

Town Rights

The Town reserves, retains, and is vested with any management rights not expressly granted to the Unit by this agreement, including those rights as specified in the Town's Employer-Employee Relations Resolution (EERR).

Should the Town desire to exercise any of its rights, it will, except for cases of emergencies, give the Unit advance written notice of its intentions thereof and offer to meet and confer with the Unit's designated representatives

SECTION 2 - MISCELLANEOUS CHANGES

A salary survey was completed with comparable cities agreed upon by the bargaining units. Both bargaining units reviewed document. There was only one position out of target range, Engineering Technician. Adjustment will be made by the current step D as the new step A. This position is considered FLSA exempt and will be part of the YEA-MMP bargaining unit

Three year agreement between the Town and YEA bargaining units – 7-1-15 through 7-1-18.

Cell Phone Stipend Program

Exhibit B – Cell Phone Stipend

Effective July 1, 2016, cell phone stipend will increase to $80 per month from $75. All employees that receive stipend must have converted off of Town provided phones.

This policy will require all employees that are required to carry a cell phone for work purposes utilize their own phone and will therefore receive the stipend.

SECTION 3 - SALARIES AND OTHER COMPENSATION

Effective July 1, 2015. A new salary range schedule shown as "Exhibit A" shall be implemented reflecting a 3% Cost of Living Adjustment.

Effective July 1, 2016. Cost of Living Adjustment (COLA) adjustment (a minimum of 2.5% with a maximum of 3.5% - actual CPI between 2.5 and 3.5%)

Effective July 1, 2017. Cost of Living Adjustment (COLA) adjustment (a minimum of 2.5% with a maximum of 3.5% - actual CPI between 2.5 and 3.5%)

Reference Note: COLA is based on CPI index released by the Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, for the San

Francisco/Oakland/San Jose area year ending percent change published for the month of February.

Clean up of document under Certification Pay and Specific Assignment Pay.
The only changes are everywhere it states DHS, it will now say SWRCB and Notary Pay stipend has been increased to $50 per month.

Longevity Pay

Longevity pay shall be granted to any regular, full or part-time employee as follows: On employee's 10th Anniversary of continuous full time service, employee shall receive a 2.5% increase to their base salary. The base salary shall be increased by 2.5% every five years thereafter of continuous full time service.

Special Pay

Acting Pay

A) Assignment to another classification. An employee assigned by the Town Manager to perform substantially the same duties of a higher paid classification for five (5) days (40 hours) shall receive the rate of pay established for the salary step of the classification of the acting assignment that is a minimum of five percent (5%) greater than the amount the employee is then currently earning.

B) Special Circumstances – Situation Pay. An employee specifically assigned by the Town Manager through a written Payroll Transaction Form (PTF) and position job duties summary on a temporary or longer term basis to regularly perform work outside of the scope of the employee's permanent job classification but not performing substantially the duties of another job classification may receive Special Circumstances –Situation Pay at the discretion of the Town Manager. The Town Manager may assign a temporary pay increase rate between 2.5% and 10% depending on the nature of the work performed.

Specific Assignment Duty Pay

An employee so assigned by the Town Manger to an additional specific assignment shall receive additional monthly compensation for serving in such a capacity provided employee performs the duties as assigned.

Certification Pay Program

Public Works Employees who obtain and maintain qualified Water and /or Wastewater Treatment certificates issued by State Water Resource Control Board, or California Water Environment Association (CWA) shall receive certification pay in the amount as shown below:

An employee may only receive certificate pay for the highest certificate level obtained if the certificate has several levels available (i.e. if a Grade 3 is paid at that level and not Grade 2 and Grade 3). The Town reserves the right to establish a reasonable maximum per the number of certificate pay provided. Also, to facilitate employee development and succession planning, the Town reserves the right to approve certification pay outside of

that which is required for the performance of the employee's current job duties if there is a benefit to the Town at the sole determination of the Town Manager.

Certification Pay Schedule		
CP Code	Certificate	Amount
CP 1	SWRCB Water Distribution Operator Certificate Grade D1	$27.00
CP 2	SWRCB Water Distribution Operator Certificate Grade D2	$81.00
CP 3	SWRCB Water Distribution Operator Certificate Grade D3	$135.00
CP 4	SWRCB Water Distribution Operator Certificate Grade D4	$216.00
CP 5	SWRCB Water Treatment Operator Certificate Grade T1	$27.00
CP 6	SWRCB Water Treatment Operator Certificate Grade T2	$81.00
CP 7	SWRCB Water Treatment Operator Certificate Grade T3	$135.00
CP 8	SWRCB Water Treatment Operator Certificate Grade T4	$216.00
CP 9	SWRCB Wastewater Treatment Operator Certificate Grade 1	$50.00
CP 10	SWRCB Wastewater Treatment Operator Certificate Grade	$162.00
CP 11	SWRCB Wastewater Treatment Operator Certificate Grade 3	$216.00
CP 12	SWRCB Wastewater Treatment Operator Certificate Grade 4	Determined By TM
CP 13	CWEA Collection System Maintenance Grade 1	$27.00
CP 14	CWEA Collection System Maintenance Grade 2	$81.00
CP 15	CWEA Collection System Maintenance Grade 3	$135.00
CP 16	CWEA Collection System Maintenance Grade 4	Determined By TM
CP 17	CWEA WW Treatment Plant Maintenance Grade 1	$54.00
CP 18	CWEA WW Treatment Plant Maintenance Grade 2	$108.00
CP 19	CWEA WW Treatment Plant Maintenance Grade 3	$162.00
CP 20	CWEA WW Treatment Plant Maintenance Grade 4	Determined By TM
CP 21	CWEA WW Environmental Compliance Inspector Grade 1	$27.00
CP 22	CWEA WW Environmental Compliance Inspector Grade 2	$81.00
CP 23	CWEA WW Environmental Compliance Inspector Grade 3	$135.00
CP 24	CWEA WW Mechanical Technologist Grade 1	$27.00
CP 25	CWEA WW Mechanical Technologist Grade 2	$81.00
CP 26	CWEA WW Mechanical Technologist Grade 3	$135.00
CP 27	CWEA WW Laboratory Analyst Grade 1	$16.20
CP 28	CWEA WW Laboratory Analyst Grade 2	$37.80
CP 29	CWEA WW Laboratory Analyst Grade 3	$54.00
CP 30	Playground Inspection Certificate	$27.00
CP 31	Pool Operator Certificate	$16.20
	Qualified Applicator Certificate or License	
	3 or less categories	$10.80
	4 to 6 categories	$16.20
	6 or more categories	$21.60

CP 32	Backflow Prevention Device	$10.80
CP 33	Water Auditor Certification	$27.00
CP 34	Master Gardener Designation	$27.00
CP 35	Certified Arborist	$108.00
CP 36	Work Zone Safety Specialist	$43.20
CP 37	Red Cross CPR/AED instructor certification	$16.20
CP 38	Food Handler certification	$16.20
CP 39	Notary	$50.00
CP 40	Web-site maintenance certification	$21.60
CP 41	Permit Technician	$16.20
CP 42	Mechanic Pay	$108.00
CP 43	Safety Officer	$75.00
CP 44	Work Zone Safety Specialist	$40.00
CP 45	Maintenance Electrician	$250.00

SECTION 4 – BENEFITS

Retirement

Employees hired prior to July 1, 2010 covered by this agreement shall be enrolled in the California Public Employees Retirement System with the following benefits: 2.7% @ 55 with the employee paying the 8% employee contribution for local miscellaneous members, credit for unused sick leave, one-year average compensation, military service credit and 1959 survivor benefits – level one.

Employees hired after July 1, 2010 covered by this agreement shall be enrolled in the California Public Employee Retirement System with the following benefits: 2% @ 55 with the employee paying the 7% employee contribution for local miscellaneous members, credit for unused sick leave, one-year average compensation, military service credit and 1959 survivor benefits – level one.

Employees hired after January 1, 2013 covered by this agreement shall be enrolled in the California Public Employee Retirement System with the following Benefits: 2% @ 62 with the employee paying the 6.25% employee contribution for local miscellaneous members, credit for unused sick leave, one-year average compensation, military service credit and 1959 survivor benefits – level one.

Insurance

1. **Health/Dental Insurance**
   Through June 30, 2018, the Town of Yountville shall contribute 100% of amount equal to the cost of the Kaiser Health plan premium provided to employees that were hired prior to July 1, 2011 through the PERS Health program. The cost shall be determined for each insurance coverage type as currently defined by PERS Health Program: employee only, employee and one (1) dependent and employee and two (2) plus dependents. Any balance owed by the employee for a plan selected which costs more than the contribution provided for by the Town shall be deducted by use of payroll deduction. The Town of Yountville will continue to pay entire premium for dental insurance for employees and dependents. Submission of marriage certificate or domestic partnership

registration is required in order to have spouse/domestic partner included as eligible for insurance coverage.
Employees hired after January 1, 2011, 90% of the Kaiser Health plan premium cost shall be paid by the Town with and employee contribution of 10%. The cost shall be determined for each insurance coverage type as currently defined by PERS Health Program: employee only, employee and one (2) dependent and employee and two (2) plus dependents.

The Town of Yountville will continue to pay entire premium for dental insurance for employees and dependents. Submission of marriage certificate or domestic partnership registration is required in order to have spouse/domestic partner included as eligible for insurance coverage.

YEA MMP agrees that the Town has the right to research and evaluate other alternative health insurance options other than CalPERS should a viable alternative become available. Town agrees to meet and confer related to any potential change of health insurance provider. Intent would be to provide comparable quality of programs, provide for retiree medical coverage and to result in net positive saving to the Town in order to make a program delivery change.

2. **Duplicate Medical Coverage**
Any employee who has health plan coverage as a result of being an eligible dependent of a person employed either by the Town or elsewhere may request that his/her health plan coverage as an employee of the Town be terminated; and that, in lieu of the amount the Town would otherwise pay for the health plan coverage for that employee, five hundred dollars ($500.00) per month will be paid by the Town into either the employee's deferred compensation account or as additional taxable compensation. To participate in this program, the employee shall provide proof of other health plan coverage. If employee should lose other health insurance coverage, employee shall provide Human Resource department proof of loss of coverage, and employee is eligible for enrollment into PERS Health program.

3. **Health Insurance Continuation after Retirement from Town**
The historical practice of the Town is to contribute the same amount as active employees in the same position per month towards health insurance premiums for retirees and surviving spouses from the Town of Yountville. Town Employees hired prior to 1-1-11 will receive 100% retiree health coverage if they meet the specified vesting requirements which include five (5) years of service with the Town of Yountville which is consistent State Law (Government Code Sections 22893 and others as applicable) governing required years of public agency credit, schedule of contribution amount paid by employer, eligibility for benefit provisions. Employees hired after 1-1-11 that meet the Towns vesting requirements will receive 90% retiree health coverage which are subject to the following conditions and understandings:

1) Contribution amount as per current PERS approved vesting schedule is as:

PERS Credited Years of Service / Percentage of Employer Contribution

10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

2) Should the provisions for vesting change or allow for a local agency designed vesting schedule, YEA and the Town agree to meet and discuss possible implementation of local vesting schedule and eligibility requirements.

YEA MMP understands and acknowledges that the Town is researching and looking at alternative means to offer **new hires** retiree medical benefits that may be different than the current program which provides a contribution upon retirement based on length of PERS service and current contribution rates to medical insurance premium for active employees. Alternatives include, but are not limited to programs such as HSA or HRA which are accounts where the Town provides a contribution to an account in the employee's name (similar to Deferred Compensation" program) which is then used by employee at time of retirement to pay for medical costs, including premiums. YEA MMP agrees that the Town can implement a new program for new hires if a viable program is found. Town agrees to meet and confer with YEA MMP related to new program for new hires should a viable program be found.

4. Continuation of Benefits

When an employee is absent from work due to an accepted work/non-work related injury (disability), the Town shall continue health and welfare benefit contributions (for health/dental insurance), up to the amount set forth in Section 3.B.1, for a period not to exceed ninety (90) days after all leaves have been exhausted. The Town shall continue to pay employee premiums for Life and STD Insurance during the same time. These benefits may be continued beyond the ninety (90) days at the discretion of the Town Council.

5. **Life Insurance**
The Town shall provide a group life insurance policy that provides 100% of the employee's annual salary.

6. **Short-Term Disability Insurance**
The Town will provide a short-term disability insurance plan that will provide short-term disability payments to eligible employees for a period of up to 12 weeks. Employees will qualify for benefits beginning the eighth day of an absence caused by accident or illness. A disabled employee will receive payments equaling 60% of the employee's regular weekly base pay up to a maximum of $2,308 per week.

7. **Long Term Disability Insurance**
The Town shall provide a long-term disability insurance plan that will provide long-term disability payments to eligible employees. Employees will qualify for benefits beginning after ninety (90) days of an absence caused by accident or illness. A disabled employee will receive payments equaling 60% of the employee's regular weekly base pay up to a maximum of $10,000 per month.

Deferred Compensation

1. Employees are eligible to participate in the Town's deferred compensation plan through either Nationwide Retirement Solutions or ICMA. The Town reserves the right to add program providers as necessary to continue to offer the program to employees.
2. The Town shall contribute a maximum of 7% per month effective July 1, 2008 of employee's gross salary, on behalf of each employee who participates in a Town approved deferred compensation plan. The Town will match the employee contribution up to the maximum levels stated above, and in accordance with IRS limits.

Wellness Program

The Town of Yountville will contribute $40.00 per month to an employee that participates in a recognized health and fitness center and or Town provided recreation class with a physical fitness component. Attendance of a minimum of eight (8) times per month is required for $40.00 total reimbursement for each Town employee.

Credit Union

The Town of Yountville employees may participate in the Redwood Credit Union through automatic payroll deduction.

Computer Loan Program

Employees may participate in a Computer Loan Program at 0% interest to be repaid through payroll deduction pursuant to **Computer Loan Policy.**

Prescription Eyewear Program

The Town of Yountville employees may receive a maximum reimbursement of $400.00 per year/per employee/dependents for vision care, the parameters of which are described in Town Resolution Number 2235-04.

IRS 125 Plan "Cafeteria Plan"
The Town will provide an IRS 125 Plan for those employees who choose to participate. The Town agrees to pay all administrative costs. Details of this plan are described in Resolution Number 15-3224.

Tuition Reimbursement Plan
The Town will provide a Tuition Reimbursement Plan with up to $1,200 per year for an employee's education costs for accredited classes pursuant to the restrictions of the plan to be adopted by resolution of the Council (Exhibit "D") with an effective date of July 1, 2006.

Town Parks and Recreation Programs
Town employees are eligible to participate in Town of Yountville excursions, activities, classes and park and facility rentals at resident rates.

SECTION 5 - PART TIME EMPLOYEES

1. **Pro-rated Benefits for Regular Part Time Employees**
   Regular part time employees who work at least 20 hours per week on an annual basis are entitled to the following pro-rata benefits based on actual hours worked:

   - PERS retirement
   - Sick Leave – The Town of Yountville will be compliant with the Healthy Workplaces/Healthy Families act of 2014. This policy applies to temporary, part-time and seasonal employees who on or after July 1, 2015, work for the Town of Yountville for 30 or more days within 12 months from the beginning of employment and who are not eligible for any form of "comprehensive leave" benefit provided by the Town to other employee groups.
   - Vacation
   - Holiday Pay
   - Short Term Disability Insurance
   - Long Term Disability Insurance
   - Deferred Compensation Match Benefit

2. **Holidays**
   Regular part time employees appointed for less than 40 hours, but more than 20 hours, will receive holiday entitlement proportionate to the number of hours worked, based on their normal work week.

3. **Other Benefits**
   Regular part time employees who work between 20-29 hours per week on an annual basis will receive benefits based on 50% of those offered full time employees. Regular part time employees who work 30-39 hours per week on an annual basis will receive 75% of the benefits offered full time employees. This provision applies to:

   - Health/Dental Insurance
   - Deferred Compensation
   - Wellness Program

- Vision Plan
- Tuition Reimbursement

Other Benefits for Regular Part Time Employees

Life Insurance
The Town shall provide the same group insurance policy as for full time employees that provide 100% of annual salary for life insurance and accidental death and dismemberment coverage.

SECTION 6 - HOURS OF WORK

Normal Work Week
Forty hours shall constitute the normal workweek for all employees. To the maximum, practical extent, work schedules shall be arranged so the employee will work for five (5) consecutive days followed by two (2) days off. Supervisors shall establish work schedules subject to approval by the Town Manager.

Public Works Crews
The schedule for Public Works Crew is 7:30 a.m. to 4:00 p.m. with a 1/2-hour lunch.

Wastewater Treatment Plant
The schedule for the Wastewater Treatment Plant shall be Monday through Friday, 7:30 a.m. to 4:00 p.m.; Fridays, off for employees working weekends; Saturday and Sunday, 4 hours in A.M.; Holidays, 4 hours in A.M., 4 hours off on day preceding holiday or day following the holiday. The scheduling of weekend hours shall be at the sole discretion and approval of the Public Works Director.

Town Hall
The schedule for Town Hall hours is 8:00 a.m. to 5:00 p.m. Monday through Friday with a one-hour lunch.

All Other Employees
The schedule for employees other than those listed here are as approved by the Town Manager.

Rest Periods
Employees are allowed a rest period of fifteen (15) minutes duration during each four (4) hour consecutive hours worked. Rest periods shall be scheduled and taken on a daily basis so that the delivery of services is not adversely impacted. If events interfere with a scheduled rest period, the employee shall contact their supervisor to reschedule a rest period during the same 4 hour working period. Rest periods are not to be combined for purposes of extending an employee's lunch hour or leaving work prior to normal ending time.

Lunch Periods
Employees shall be provided either a thirty (30) minute or sixty (60) minute lunch break period based on assigned schedule. The lunch break may either be at a fixed or set time or shall be generally taken during the mid-work shift period and scheduled so as to meet operational and employee needs.

Section 7 – FLEXIBLE STAFFING

The Town has designated the following classification series as subject to "flexible staffing".

Maintenance Worker I/II
Operator in Training/WWTP Operator I
Utilities Operator I/II
Administrative Assistant I/II
Assistant Planner/Associate Planner
Management Analyst I/ II
Public Works Supervisor/Manager
Utility Operations Supervisor/Manager
Community Services (Recreation) Supervisor/Manager
Town Clerk I/II
Accounting Technician I/II

The purpose and intent of the Town's use of flexible staffing is to recognize the lean nature of Town staffing and the professional growth and development that may occur over time by individual employee in those positions and the Town wishes to support and encourage employee growth which adds value to the organization.

Positions designated by the Town as subject to flexible staffing shall be subject to the following understandings:

- The Town reserves its rights to determine the content of job classifications, including without limitation the right to establish the minimum qualifications for any job classification.

- The Town may fill the position at either the entry or next level, depending on the qualifications and experience of the available applicants and the Town's organizational needs. The decision at which level a position is filled is the sole discretion of the Town Manager.

- Employees in the entry classification may "flex" to the next higher level based on demonstrated work performance and enhanced value to the organization as provided by: 1) approval by the Town Manager; 2) Management Team member written recommendation for progression to the next higher level; 3) employee must meet the minimum qualifications as established for the higher level position; and 4) the employee must have a current performance evaluation with a higher than satisfactory rating in the current level and must not have been on a performance improvement plan within the prior 24 months or have a record of employee discipline in the prior 24 months.

SECTION 8 – HOLIDAYS

Town offices shall be closed and non-emergency employees shall observe the following holidays:

January 1	New Year's Day
3rd Monday in January	Martin Luther King Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day

Every day proclaimed by the President of the United States or the Governor of California as a Public Holiday and approved by the Town Council.

If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Each full time regular employee shall be granted three (3) floating holidays (24 hours) each year on July 1, which may be taken at any time mutually agreeable to the employee, and the employee's immediate Supervisor prior to June 30. Unused holidays may not be carried forward to the following year. Regular part time employees appointed for less than 40 hours, but more than 20 hours, will receive 12 hours each year to be used in the same manner.

SECTION 9 – LEAVES

Vacation Leave

1. **Accrual**

a) Regular employees shall accrue vacation leave as follows:

Years of Service	Days per Year
0-3	10 days
3-10	15 days
11	16 days
12	17 days
13	18 days
14	19 days
15	20 days

b) Regular Part Time employees shall receive pro-rated leave based on actual hours worked pursuant to the schedule above.

2. **Eligibility**
Eligibility to take accrued vacation leave shall be limited to regular employees who have had more than six (6) months of continuous employment including time served as a temporary employee.

3. **Administration**
a) The employees immediate Supervisor shall have the authority to schedule vacation leave according to the needs of the Town and the wishes of the employee, in that order. The Town Manager shall have the authority to approve all leave requests.

b) An employee's request for vacation leave shall be made no later than three (3) workdays prior to the date of starting said vacation. The Town Manager may approve accrued vacation leave at any time for legitimate personal emergencies.

c) If a Town holiday occurs on a weekday during a vacation leave, such absence shall not be charged against accrued vacation.

d) Eligible employees separated from Town service shall be paid a lump sum for all vacation properly accrued before separation.

e) The employee shall be given reasonable time to utilize vacation within the year. It is the policy of the Town that each employee takes his/her annual vacation leave, therefore, no employee may accumulate vacation for more than a total of forty-five (45) working days. Employees who have balances in excess of the forty-five (45) day maximum accumulation shall have further accumulation suspended.

Sick Leave
Sick leave is not to be considered as a right which the employee may use at his or her discretion and shall only be allowed in the case of actual sickness, disability or medical appointment.

1. **Accrual**
Sick leave with pay shall accrue to regular employees at the rate of one (1) workday (8 hours) each calendar month of service with no limit to accumulated time. At retirement the unused sick leave can be converted to additional service credit in accordance with the provisions of the retirement plan.

a) *Regular Part Time employees shall receive pro-rated leave based on actual hours worked.*

2. **Administration**
An employee who must absent himself/herself from work shall notify his/her immediate superior or the Town Manager prior to or within the first thirty (30) minutes of his absence and may be required to provide a physician's certificate for absence due to illness of more than three (3) consecutive working days or at the request of the Town Manager. Any employee may be required to submit to an examination by a licensed physician designated by the Town and at its expense to determine the state of his/her health at the request of the Town Manager.

All employees are entitled to Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) leave pursuant to the applicable Federal and State laws and in accordance with the Town's Personnel Policies and Procedures. The Town reserves the right to coordinate FMLA and CFRA leave time in accordance with applicable law. Employees are required to complete Town provided medical provider certification that the medical condition (self or dependent) meets the requirements for CFRA or FMLA.

3. **Eligibility**

Sick leave shall be provided to regular employees for use in the following manner:

a) Personal illness or incapacity resulting from causes beyond the employee's control.

b) Illness of a member of an employee's immediate family (defined as father, mother, sister, brother, spouse/domestic partner or children) or other immediate family as approved by the Town Manager and of sufficient nature to require his/her personal care and attention and only until other adequate arrangements can be arranged.

c) When preventative medical, dental, and optical examinations or appointments are unavailable or impractical during non-working hours.

Limitations

a) Sick leave with pay for illness of a family member shall be limited to (8) workdays or sixty-four (64) hours per calendar year.

b) On the job injury: Whenever an employee is injured in the course of employment, he/she shall be compensated in accordance with the provisions of Workers' Compensation as provided by the Town's insurance carrier. It is Town policy to apply a pro-rata share of accrued sick leave to equal the difference between the compensation to which the employee is entitled under the Workers' Compensation Act and his/her regular Town pay, not to exceed the amount of accrued sick leave. An employee may also elect to use any accrued vacation time or compensating time off in like manner after his/her sick leave is exhausted.

c) Off the job injury - Short Term Disability: It is Town policy to apply a pro-rata share of accrued sick leave to equal the difference between the compensation to which the employee is entitled under the Short Term Disability and his/her regular Town pay, not to exceed the amount of accrued sick leave. An employee may also elect to use any accrued vacation time or compensating time off in like manner after his/her sick leave is exhausted.

d) When an employee is absent from work due to an accepted work/non-work related injury (disability) the Town shall continue health and welfare benefit contributions (for health/dental insurance) in the amount set forth in Section 3.B.1, for a period not to exceed ninety (90) days, after all leaves are exhausted. The Town shall continue to pay employee premiums for Life and

STD insurance during the same time. These benefits may be continued beyond ninety (90) days at the discretion of the Town Council.

4. **Sick Leave Abuse**
When it is determined by investigation that sufficient evidence exists to demonstrate the employee has, or is, abusing the sick leave privilege, the Town Manager, may suspend the employee's use of the sick leave benefit for such period of time as determined necessary to deter future abuse.

An employee using sick leave who is not sick or who has engaged in private or other public work while on Town provided, paid sick leave, shall be considered absent without leave and the Town may deduct pay, adjust sick leave balance and to take appropriate disciplinary action.

Administrative Leave

The following job positions are classified as FLSA exempt based on results of salary survey comparison and industry standard. Positions are eligible for up to 80 hours of administrative leave in-lieu of overtime eligibility at Town Manager's discretion. Administrative leave hours are not cumulative and must be used by the end of each fiscal year. Employee is eligible to cash out 50% of administrative leave balance, (i.e., balance of 22 hrs. = 11 hrs. payout) prior to close of fiscal year.

Assistant/Associate Planner	80
Community Facilities Supervisor/Manager	80
Management Analyst I/II	80
Public Works Supervisor/Manager	80
Recreation Supervisor/Manager	80
Utility Operations Supervisor/Manager	80
Town Clerk I/II	80
Engineering Technician	80

Bereavement Leave

All regular employees shall be allowed a leave of absence on full pay, not to exceed three (3) working days or five (5) working days if the death is 150 or more miles away from the Town limits, when such absence is due to the death in the immediate family. The immediate family is mother, father, grandmother, grandfather, and grandchild, of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or spouse/domestic partner or any relative living in the immediate household of the employee. Such leave shall not be charged against accumulated sick leave or vacation.

Pregnancy Disability Leave

In accordance with State law, an employee disabled by pregnancy, childbirth, or related medical conditions which prevents her from performing the duties of her position, is eligible to take a pregnancy disability leave. Pregnancy disability leave is for any period of actual disability caused by pregnancy, childbirth or related medical conditions for up to four months.

Pregnancy disability leave is unpaid leave; however, the employee may choose to use accrued sick leave, vacation or compensatory time off before electing to go on leave of absence without pay under this provision. The disabled employee may also be eligible for

short-term disability insurance benefits. Prior to the employee beginning pregnancy disability leave, the employee shall submit a request for vacation, compensatory time off or sick leave to be utilized during said leave, if any. While on disability, continued Town benefits will be subject to the regulations of Section 4.B.3, Continuation of Benefits.

Once the employee has submitted the request and the Town Manager has approved a leave schedule, such schedule shall not be changed without the approval of the Town Manager. Such leave schedule shall not permit the alternating of paid leave (vacation, sick leave or compensatory time off) with leave without pay.

If the employee has been released by her physician to return to work, but desires additional time as pregnancy leave, she may request the use of vacation, compensatory time off, or leave without pay for a total of four months, including the time spent on disability leave. The employee may request an additional sixty (60) days leave without pay. Such leave shall be requested in writing by the employee to her immediate Supervisor who shall make a recommendation to the Town Manager. Request for pregnancy leave and subsequent extension shall be accompanied by a recommendation and explanation from the department manager as to how adequate level of service can be maintained during the employee's absence. Continued Town benefits will be subject to the regulations of Section 11 "Leaves of Absence without Pay", while in a non-pay status.

SECTION 10 - MISCELLANEOUS LEAVES OF ABSENCE WITH PAY

Leaves of absence with pay pursuant to this section shall not be chargeable to accrued vacation credits.

A. Military Leave of Absence
Town employees shall be granted military leave in accordance with and as required by provisions of State and Federal Law.

B. Leaves of Absence for Judicial Purposes
Every officer or employee of the Town shall be entitled to leaves of absence to appear as a witness in court other than as a litigant or to respond to an official order from another jurisdiction for reasons not brought about through the connivance or misconduct of such officer or employee.

C. Jury Duty
Every employee of the Town shall be entitled to leaves of absence when regularly called for jury duty in the manner provided by law. Such leaves of absence shall be granted and the employee shall receive the regular salary while on jury duty. The amount received for jury fee shall be returned to the Town.

D. Administrative Leave
The Town Manager may place an employee on Administrative Leave when such leave is identified as being in the interests of the Town.

E. Voting Time
Employees shall be authorized reasonable time to vote on election days.

SECTION 11 - LEAVES OF ABSENCE WITHOUT PAY

A. Regular employees may be granted a leave of absence without pay for up to 90 days upon request when approved by the Town Manager. The Town Manager shall take into consideration the effect on the ability of the Town to provide services and staffing needs when determining whether or not to approve a leave of absence without pay. A leave without pay may be granted for the following reasons:

- Illness, pregnancy or disability
- To take a course of study which will increase the employee's usefulness upon return to his/her position
- Personal reasons acceptable to the Town Manager

B. An employee taking five (5) or more working days or forty (40) or more hours leave without pay in any given month shall not accrue vacation, sick leave or holiday credits for that particular month unless otherwise authorized by the Town Manager.

C. Town contributions for employee benefits such as health/dental insurance, life insurance, retirement and disability insurance shall also cease when an employee is in a non-pay status for more than forty (40) hours in any given month. These benefits may be continued during an approved leave of absence by the employee paying the necessary contributions to the Town. Consistent with Section 4.B.3, the exception to this provision shall be, if an employee is absent from work due to an accepted work/non-work related injury (disability), the Town shall continue health and welfare benefit contributions (for health/dental insurance) for a period not exceed ninety (90) days after all leaves have been exhausted. The Town shall continue to pay employee's premiums for Life and STD insurance during the same time. These benefits may be continued at the discretion of the Town Manager.

D. The procedure for allowing leave without pay shall be as follows:

1. Except in the cases of illness, pregnancy, or disability an employees' request for Leave Without Pay shall be submitted to the Town Manager, accompanied by a statement from the Supervisor, or Department Head as to how an adequate level of service and staffing can be maintained during the employee's absence. The Town Manager has the discretion of approving or rejecting the request.

2. In the case of illness, pregnancy or disability, Leave without Pay shall commence at such time as Sick Leave is expended except that the employee may elect to expend any other paid leave prior to utilizing Leave without Pay. In the case of Leave without Pay for other reasons, all paid leave must be expended before Leave without Pay shall begin.

3. Except in cases of absence due to illness, pregnancy or disability, Leave without Pay shall be deducted from service time for purposes of computing longevity, time in service, seniority or for any other purpose.

4. Unless the employee notifies the Manager at the time of the request for leave without pay that he or she elects to pay the premiums for continuation of Health, Dental and Insurance Benefits, those benefits will be terminated beginning with the calendar month following the start of the unpaid leave. If

that election is made and the leave is approved, it is the responsibility of the employee to submit payment to the Town such that it is received prior to the Town processing payment to the insurance carrier. The Town will not make a premium payment in anticipation of receipt of the payment from the employee except as provided for in the MOU or by law.

5. Retirement benefits shall be adjusted for leave without pay in accordance with Public Employees' Retirement System's (PERS) regulations.

6. An employee who fails to return to work at the conclusion of a Leave without Pay shall be considered to have automatically resigned from Town employment.

7. Upon return from Leave without Pay, an employee shall be reinstated to the position held at the time of commencement of leave at the salary range and step previously held.

SECTION 12 - UNIFORMS AND EQUIPMENT

A. The Town shall furnish work clothing for full-time Wastewater Treatment Operators, and for full-time Public Works employees. The Town shall specify the work clothing and remains the property of the Town, but shall be the employee's responsibility for cleaning and maintaining the work clothes. Three shirts and three pants are to be furnished initially and replaced by the Town not more than once each year. The work clothing is to be worn during work hours, and may be worn to and from work but not worn otherwise.

B. All items of essential equipment and tools will be provided by the Town, except an employee may elect to provide all or any part of his/her own equipment and tools.

C. Town owned equipment and tools shall be used solely in the exercise of official Town business; use for any other purpose shall be only on authorization of the Town Manager.

D. Eyeglasses will be replaced or repaired by the Town if eyeglasses are broken as a result of accident while the employee is performing job duties.

E. The Town shall reimburse Public Works employees for the cost of work boots/steel toe safety shoes up to $175.00 every fiscal year upon submission of receipts.

SECTION 13 – Drug Free Workplace Policy

The Town of Yountville maintains a drug and alcohol free workplace pursuant to its Personnel Policies and Procedures.

SECTION 14 - GRIEVANCE PROCEDURE

A. Definition

A grievance is a formal allegation by an employee claiming violation, misinterpretation, inequitable application or non-compliance with:

1. Provisions of this MOU
2. Town ordinances
3. Personnel Rules

Appeals of appointment, disciplinary actions, and performance evaluations are not grievable hereunder.

B. Who May File a Grievance

An employee may file a grievance in his/her own behalf, or jointly by any group of employees.

C. Grievance Procedure

Step 1 - INFORMAL DISCUSSION: Within ten (10) working days of the occurrence of an act in dispute, an employee shall discuss the incident with his/her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) working days after the discussion. If the employee is not satisfied with the response, she/he may proceed to the next step.

Step 2 - TOWN MANAGER REVIEW: Any dispute not resolved at Step 1 may be submitted in writing to the Town Manager within five (5) working days after the Supervisor's informal response. In this event, the Town Manager shall, within ten (10) working days, schedule a meeting with the employee to discuss the matter. After consideration of the facts, the Town Manager shall give his/her written decision to the employee within five (5) working days after the meeting.

Step 3 - TOWN COUNCIL REVIEW: If the employee is not satisfied with the decision of the Town Manager in Step 2, the employee may request, in writing, a hearing before the Town Council. Such request for a hearing must be submitted within ten (10) working days of receipt of the Town Manager's decision and shall include in detail the facts giving rise to the grievance and supporting documentation necessary for Town Council consideration. The Town Manager shall forward such a request and supporting documentation to the Town Council within ten (10) working days, for Town Council consideration.

The Town Council shall have the following options:

1. Refuse to hear the appeal; or
2. Make a decision on the documentation submitted; or
3. Hold a hearing, in open or closed session as permitted by law and appropriate to the circumstances.

The decision of the Town Council will be final.

SECTION 15 - MODIFICATION CLAUSE

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto, and if required, approved and implemented by the Town Council.

SECTION 16 - SAVINGS CLAUSE

Should any part of this Memorandum be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction or other established governmental administrative tribunal or board, such invalidation shall not affect the remaining portions of this Memorandum.

SECTION 17 - TERM OF AGREEMENT

This agreement shall remain in force and effect from July 1, 2013 until June 30, 2018 and supersede all other agreements between the parties. **Yountville Employee Association (YEA) Mid Management Professional Unit (MMP) Negotiation Team on Behalf of YEA MMP**

Date: 6/18/2015

Nathan Steele

Lisa Tyler

TOWN MANAGER SIGNATURE

6/18/15
DATE

Town of Yountville
Monthly Salary Schedule
Effective July 1, 2015

Classification	A	B	C	D	E
Accounting Assistant	3,861.23	4,055.21	4,256.50	4,466.95	4,690.20
Accounting Technician I	4,542.64	4,769.78	5,008.27	5,258.68	5,521.62
Accounting Technician II	5,008.27	5,258.68	5,521.62	5,797.70	6,073.78
Administrative Assistant I	3,662.50	3,845.64	4,037.91	4,239.81	4,451.80
Administrative Assistant II	4,239.81	4,451.80	4,674.40	4,908.12	5,153.51
Assistant Planner	5,407.33	5,677.71	5,961.58	6,259.66	6,572.65
Associate Planner	6,855.82	7,198.60	7,558.55	7,936.46	8,333.29
Comm. Facilities Supervisor	4,614.70	4,845.44	5,087.71	5,342.09	5,609.21
Comm. Facilities Manager	5,350.79	5,618.33	5,899.24	6,194.20	6,503.91
Deputy Public Works Director	7,472.95	7,846.60	8,238.93	8,650.88	9,083.42
Engineering Technician	4,686.60	4,920.93	5,166.98	5,425.33	5,696.60
Facility & Grounds Worker	3,375.34	3,544.11	3,721.31	3,907.37	4,102.74
Maintenance Worker I	3,750.37	3,937.88	4,134.77	4,341.52	4,558.60
Maintenance Worker II	4,558.60	4,786.53	5,025.85	5,277.15	5,541.00
Management Analyst I	5,862.07	6,155.17	6,462.93	6,786.08	7,125.38
Management Analyst II	7,125.38	7,481.64	7,855.71	8,248.51	8,661.02
Management Fellow	51,500.00	Year One	56,650.00	Year Two	
Office Assistant I	1,866.57	1,959.89	2,058.71	2,161.19	2,269.16
Office Assistant II	2,333.21	2,448.50	2,571.10	2,701.03	2,834.62
PW Supervisor	5,862.07	6,155.17	6,462.93	6,786.08	7,125.38
PW Manager	7,125.38	7,481.64	7,855.71	8,248.51	8,661.02
Recreation Coordinator	3,927.41	4,123.78	4,329.96	4,546.46	4,773.78
Recreation Supervisor	4,614.70	4,845.44	5,087.71	5,342.09	5,609.21
Recreation Manager	5,350.79	5,618.33	5,899.24	6,194.20	6,503.91
Town Clerk I	5,993.67	6,293.36	6,608.04	6,938.42	7,285.35
Town Clerk II	6,955.84	7,303.62	7,668.81	8,052.24	8,454.86
Utilities Operator in Training	3,687.53	3,871.91	4,065.51	4,268.78	4,482.21
Utilities Operator I	4,065.51	4,268.78	4,482.22	4,706.32	4,941.64
Utilities Operator II	4,941.64	5,188.74	5,448.16	5,720.58	6,006.60
Utilities Operations Supervisor	5,862.07	6,155.17	6,462.93	6,786.08	7,125.38
Utilities Operations Manager	7,125.38	7,481.64	7,855.71	8,248.51	8,661.02
Water System Maint. Worker I	4,065.51	4,268.78	4,482.22	4,706.32	4,941.64
Water System Maint. Worker II	4,941.64	5,188.74	5,448.16	5,720.58	6,006.60

Executive Management	Entry	Control Point	Top
Town Manager		15,007.48	
Finance Director	9,058.42	10,064.78	11,574.32
Parks & Recreation Director	9,058.42	10,064.78	11,574.32
Planning and Building Director	9,058.42	10,064.78	11,574.32
Public Works Director	9,845.69	10,939.58	12,580.67

EXHIBIT "B" TO MOU

Town of Yountville
Cell Phone Stipend Program Policy

Purpose
To establish a mobile phone allowance program to partially reimburse Town employees for the use of their personal cell phone or Smart phone to conduct Town business when it is determined to be a requirement for their job duties. The goal of the Policy is to provide an efficient method of enhancing Town employee communications, improve employee productivity, and facilitate the establishment and maintenance of a key component of the Town communications network in the event of an emergency. This Policy is also intended to comply with IRS regulations on taxable allowances for cell phone stipends.

Scope
This Policy applies to Town Employees who are authorized to utilize a cell phone and/or Smart phone and associated wireless services for Town business and who receive a Stipend from the Town to offset the cost of the equipment and services for Town related business use. In addition to the guidelines set forth in this policy, the terms and condition of the Town Personnel Rules and Policies manual shall be adhered to including, but not limited to the Computer Use, E-mail, and Internet Policy.

Definitions

Cell Phone: Wireless mobile telephone
Smart phone: Wireless handheld computer integrated with a mobile telephone.
Equipment: Wireless Cell phone or Smart phone and a care charger, desk charger, hands-free device, memory card, and case.
Calling Plan: Commercial wireless service plan that includes activation, monthly charges, per-minute air time charges, roaming terms, local service area as well as additional services (such as voicemail, data, or international roaming).
Data Plan: Commercial wireless service plan that includes paging, text messaging, e-mail, Web access and other specialized data application and specifically excludes voice transmission.
Services: Calling Plan and/or Data Plan.
Service Provider: Commercial wireless Calling Plan and/or Data Plan provider.
Stipend: Cell phone compensation allowance provided to Employees authorized to utilize a Cell phone or Smart phone to conduct Town business.
Employee: For purposes of this Policy, those Town staff authorized by Town Manager to utilize a Cell phone or Smart phone for Town business
Computer Use, E-mail and Internet Policy: Section 16 of the Town of Yountville Personnel Rules and Policies.
IT: Information Technology

Policy

A. Eligibility for the Cell Phone Stipend Program

1. The Stipend shall be provided for each employee who, according to the Town's Management is required to use Wireless Equipment and Services for performing his or her job duties.
2. The costs of any Stipend shall be included within the employee's Department Budget.

B. Stipend Amount

The Stipend is calculated to partially offset the cost of the employee's Wireless equipment and services. The Stipend amount is not intended to pay for the entire cost of an employee's wireless equipment as the equipment will be able to be used for both work and personal use. The monthly Stipend amount includes two (2) components:

1. A proportional estimate of the base monthly Service fee for the Calling Plan and/or Data Plan,

2. One-twenty fourth (1/24) of the proportional estimated amount of a replacement Cell Phone or Smart phone, and associated equipment. This equipment could include; car charger, desk charger, hands-free device, memory card, and case.

C. Guidelines for Stipend Eligibility and Usage

1. Employees will be required to provide and maintain their own equipment and maintain active service for as long as they are receiving the Stipend.
2. Employees receiving a Stipend may be asked to submit proof of a Service account, such as a monthly service bill, at any time.
3. Employees are required to provide their wireless phone number to their immediate supervisor, IT and any other Town staff as determined by the Town Manager.
4. Any changes to an employee's wireless phone number must be reported to the employee's supervisor within twenty-four (24) hours of the change.

D. Additional Stipend Guidelines for Smart phone's

1. For employees who utilize a Smart phone, it is expected that these Employees upgrade their phones every two (2 to 3) years to be current with technology changes.
2. Because of the sensitivity of the data that may be contained on Smart phones such as internal email communications, phone lists and possibly passwords to access Town resources, they are subject to additional restrictions:

a) The Smart phone must be protected by a pass code that is required to unlock the phone before using it.

b) Lost Smart phone must be immediately reported to IT. The Town may have the phone remotely "wiped".

3. Technical support for Smart phone equipment will be provided by IT only as it relates to setting up and maintaining the data connection with the Town's network.

Procedures

A. Initial Authorization

To begin receiving the Stipend, follow these steps:

1. Contact you Human Resources/Town Manager to verify eligibility.
2. Complete the cellular phone stipend authorization form, attached as Exhibit A.
3. Obtain Human Resources Department/Town Manager's signature on the form.
4. Forward the completed for to HR for processing.
5. Open a personal account within a week of HR approving the form.
6. HR will cancel the Town account if one existed for the at phone number.

B. Stipend Payments

1. The Stipend amounts are shown in Exhibit B.
2. The Stipend shall be paid monthly via payroll and will be noted as such on the employee's paycheck.
3. Once approved, the Stipend will be effective the first payroll period following the submittal of the Stipend authorization form.
4. The Stipend will not be prorated or retroactive.
5. The Stipend rates will be re-calculated annually, starting in December 2013, so that any required adjustments to the Stipend will be effective with the first payroll period in July of the following fiscal year.

C. Equipment

It is recommended that the employee discuss the best options for equipment with IT. IT will not provide technical support for employee's equipment. Employees must obtain any technical support from their service provider.

1. The following options will be available for employees:

a) Employee's that already have wireless equipment and service(s) as of the effective date of this Policy may continue to use their equipment and Service(s), subject to approval by IT.

b) If the Employee is switching from an existing Town wireless account as of the effective date of this Policy, the employee may choose to continue to use that equipment with their new service plan.

c) Employee's that want to use their personal Smart phone equipment must contact IT regarding the suitability of the equipment for connecting to the Town's e-mail and business systems. The equipment must have certain specific features to be utilized in the Town's business environment. IT is not under any obligation to make personal Smart phone's work with any Town systems.

D. Replacing Cellular Equipment

1. The Stipend amount includes equipment funding that contributes to the cost to replace and upgrade equipment every two (2) years. Any additional charges to upgrade, replace or repair equipment will be the responsibility of the employee.

2. Lost, stolen or damaged equipment:

a) If the employee has a Smart phone and Town data connection, they are required to notify HR immediately, so that the remote wipe can be performed, helping to ensure the protection of the Town network.
b) The employee shall report the situation to their supervisor and department director along with the anticipated date that the equipment will be replaced. The Town expects the employee to replace the equipment within one week.
c) In the event that the lead time for the replacement of the missing equipment is longer than one week, the employee must notify HR to suspend the Stipend for the employee until the replacement equipment has been received and is operational.
d) It will be the employee's sole responsibility to replace any lost, stolen or damaged equipment. Employees may want to inquire with their carrier about the availability of equipment insurance.

E. Suspension of the Stipend

1. An employee not conducting his/her normal assigned work functions due to disability, worker's compensation, or modified duty (Paid Time Off excluded) for an entire pay period will result in the suspension of the Stipend.
2. The Stipend will resume the following pay period upon the employee returning to his/her normal assigned work functions.

F. Exceptions to Policy

Exceptions to this Policy may be authorized by the Town Manager or designee following a written request for consideration along with appropriate justification from a Department Head.

G. Public Disclosure

Employee understands and acknowledges that acceptance of the Stipend will cause Town business communications on the equipment (e.g. text messages, emails, phone call records, etc.) to be subject to disclosure under the California Public Records Act (Govt. Code § 6250 et seq). The Town of Yountville Personnel Rules and Policies outline the specific definitions of this disclosure requirement. Employee agrees to cooperate in good faith with the Town to respond to and Public Records Act request or usage audit conducted by the Town.

Effective: _____

_____

Steven Rogers, Town Manager

Attachments:

Exhibit A – Cell Phone Stipend Authorization Form
Exhibit B – Stipend Amounts

Town of Yountville
"The Heart of the Napa Valley"

Cell Phone Stipend Authorization Form

Employee Information	
Employee Name	
Department	Type of Stipend: ☐ Smart Phone ☐ Standard
Cell Phone Carrier	Cell Phone Number

Employee Certification

I certify and acknowledge the following provisions and requirements related to the Cell Phone stipend Program and related policies:

- I have read the Town of Yountville's Computer Use Policy defined in the Town of Yountville's Personnel Rules and Policies.
- I have been provided a copy of and read the Cell Phone Stipend Program Policy.
- I agree to obtain a cell phone and maintain active service for that cell phone the entire time that I receive the stipend.
- If I am to receive the Smart Phone stipend, I must obtain a Smart Phone to provide proof of having a Smart Phone and maintain active service for the entire time that I receive the Smart Phone stipend.
- My current cell number must be provided to the Human Resources Department. I understand that my cell phone number may be published internally.
- I understand that I may be required to submit a copy of the cell phone billing statement for audit purposes.
- I also understand that I am financially responsible for any and all charges for this cell phone plan.
- I understand that the use of my cell phone equipment for Town business in any manner contrary to the Town policy, local state or federal laws will constitute misuse and will result in immediate termination of the stipend and may result in discipline up to and including termination.

_____

Employee Signature Date

Town Manager/Human Resources Approval/Department Head Approval	
Date Approved	Town Manager Signature
Date Approved	Human Resources Signature
Date Approved	Department Head Signature

Stipend Amounts – Effective July 1, 2012

Type of Stipend		Monthly Amount
Smart Phone – needed at all hours	Plan Amount	$75.00
Regular Phone/Occasional/Smart Phone	Plan Amount	$45.00

EXHIBIT "C" TO MOU
EMPLOYEE COMPUTER PURCHASE PROGRAM

PURPOSE
The goal of this program is to improve organizational productivity by encouraging employees to purchase and use personal computers by providing them with a modest financial incentive to do so.

In striking a reasonable balance between the benefits to the Town and the employee, the loan program places the primary financial obligation on the employee for the purchase price of the computer hardware and software, with financial assistance from the Town in the form of a no interest loan repaid through payroll deductions.

Goals
The effective use of technology is one of the key strategies available to us in achieving our goals of delivering quality services to our customers and improving productivity. In order for technology to realize this promise, it is critical that employees be well trained and comfortable in its use.

Program Benefits to the Town
While the Town encourages formal training for the employees, the reality is that skill development will be much faster, and will occur in greater depth, if employees have computers at home with the same software that the Town uses. This allows employees (on a voluntary basis) to use these applications more frequently, explore their features in greater detail, and to do so at their leisure and pace in a comfortable environment. From a Town cost perspective, it would be extremely expensive for employees to devote this kind of time to training during work hours; and as a practical matter, would never be available. By providing an incentive for employees to have a computer at home with applications similar to the one at work, the Town will benefit significantly in making more effective use of information technology resources.

PROGRAM FEATURES

- *Maximum loan amount.* The Town will lend employees up to $3,000 for the purchase of computer hardware and software. Regardless of the loan balance, employees may not have more than one loan outstanding at any time.
- *Loan repayment.* Repayment will be made through equal bi-weekly payroll deductions over a maximum period of 24 months. Repayment in full will be accepted at any time without penalty to the employee.
- *Interest.* The Town will charge no interest on loans under this program.
- *Payment upon termination.* Any remaining loan balance is due and payable upon termination, and will be deducted from the employee's final check.
- *Eligibility.* Full-time employees who have successfully passed their probationary period and part-time employees eligible to accrue benefits are eligible to participate in this program. In addition, participants shall have no garnishments for credit or tax purposes, or similar liens in place at the time of application.
- *Usage.* The predominate use of any computer equipment or software purchased under this program is restricted to Town employees only. Any items so purchased will not be sold or otherwise transferred for the use of others until the Town's loan is repaid in full. Only one computer, laptop, netbook iPad, tablet, peripheral equipment, Smart Phone or Cell Phone and accessories may be purchased per order/loan.

Smart Phone or Cell Phone purchase eligibility: Employee must be currently participating in the Town's Cell Phone Stipend program. Eligibility for this program is outlined in the Town's Cell Phone Stipend Policy. This program is designed to assist eligible participants with the purchase, upgrade and or replacement of outdated or damaged phones. If you need to use the loan program to replace a damaged or lost phone, and have an existing computer loan, you may request approval from the Finance Director for an additional loan for phone replacement only. This may be used by the employee only. Family members are not eligible in the phone replacement loan

INSTALLATION AND SUPPORT

- . Eligible hardware purchases include new computers, software, upgrades to existing computers, laptops, netbooks, iPad, tablets printers, related taxes and shipping charges, and extended warranty agreements offered at the time of purchase.
- *Exclusions:* Televisions, cameras, gaming consoles and music docking stations.
- *Smart Phones – Cellular Phones.* There are no specific requirements of the type of phone you choose. The phone must be compatible with the Town's network.
- *Non-eligible purchases.* Costs related to installation, training, repairs, telephone lines, on-line services, furnishings, or any other initial or ongoing costs are not eligible for funding under this program, and are the sole responsibilities of the employee. The Town has no responsibility for support and maintenance for any purchases funded under this program.

PURCHASE AND LOAN PROCEDURES

Reimbursement of costs. Employees must directly purchase items and submit requests for reimbursement to Finance Department. All expenditures must be made within a 30-day period, and submitted in one consolidated request for payment. Reimbursement for purchases will be processed on the next regularly scheduled payroll once loan agreement is approved by Finance Director. No funds will be advanced to employees for the purchase of loan items.

INSURANCE

For their protection, employees should provide adequate insurance coverage to protect their purchases against damages due to theft, fire, flood, and lightning. The Town does not assume any liability for damage or theft of items purchased under this program. All agreed upon payroll deductions will continue through final payment even if the items funded from this program are not available for the employee's use for any reason whatsoever.

TAX IMPLICATIONS

Questions regarding tax consequences of participation in this program should consult their tax advisor.

LOAN AGREEMENT

Employees will enter into a loan agreement that fully sets forth:

- Amount and term of the loan, and the resulting amount of deductions.
- Employee's authorization for the deduction to occur.
- Equipment funded under the loan.
- Employee's understanding and agreement with all the terms of the Town's employee computer loan program.
- Approval of the loan agreement by the Finance Director.

PROGRAM ADMINISTRATION

The Finance Director is responsible for administering this program.

Town of Yountville
EMPLOYEE COMPUTER PURCHASE PROGRAM LOAN AGREEMENT
Regular and Part-time Employees

Employee: _____ Department: _____

The above named employee (Participant) of the Town of Yountville (Town) hereby elects to participate in the Town's employee computer purchase program in accordance with the following terms and conditions:

- The Participant has been provided with a copy of the Town's employee computer purchase program, and agrees to comply with all Program policies, terms, and conditions.
- The Town agrees to provide the Participant with a no interest loan for the purchase of computer hardware and/or software as described in the attached specification sheet.
- The Participant hereby authorizes the Town to make payroll deductions as follows:

LOAN AMOUNT (not to exceed $3,000)	$
REPAYMENT TERM: Number of payroll periods (not to exceed 52):	
Onetime payment: payroll of (date)	$
Equal payments: (date) through (date)	$

This payroll deduction will begin as soon as practical after the loan agreement has been executed, and will remain in place until the outstanding loan balance has been paid in full. If during the term of this Agreement the net paycheck is not sufficient to fund the deduction for any reason, the Participant agrees to make a direct payment to the Town in the amount due by the date that the deduction would otherwise have been made.

- The Participant agrees that upon termination of Town employment for any reason, any remaining amount due under this Agreement shall immediately become due and payable. The Participant hereby authorizes the Town to withhold from her/his final paycheck (including wages, accumulated leave pay-off and any other compensation available) sufficient funds to pay any remaining amount due. The Participant freely and voluntarily agrees to such withholding as a condition precedent to receiving the benefits of this Agreement. If the final paycheck amount is insufficient to do this, the Participant agrees to repay the loan balance in full no later than her/his last working day.
- Failure by the Participant to abide by the terms of this Agreement will result in the full amount of the outstanding loan balance becoming immediately due and payable. The Participant hereby grants to the Town a security interest in the equipment in the amount of the loan or unpaid balance, and grants to the Town the right to lien or foreclose on such security interest in order to enforce its rights under this Agreement, in addition to any other rights the Town may have at law or in equity.
- If either party brings a suit against the other party to enforce any rights under this Agreement, the prevailing party in such suit shall recover reasonable attorney's fees and costs incurred in connection therewith.

- This Agreement constitutes the complete agreement between the parties hereto. No oral agreement or understanding shall be of any force or effect to this agreement. This Agreement may only be changed upon a written document signed by the Participant and the Town.

PARTICIPANT:

TOWN:

Name	Date	Finance Director	Date

EXHIBIT "D" TO MOU

Town of Yountville
Resolution Number 2499-06

Approving an Employee Tuition and Education Expense Reimbursement Policy

Recitals

A. The Yountville Employees Association requested the establishment of changes to the Employee Tuition and Education Expense Reimbursement Policy as part of the Memorandum of Understanding for July 1, 2006 to June 30, 2009.

B. The Town Council concurred with the Yountville Employee Association's request.

C. This policy affirms the Town's commitment to a work environment that encourages continuous learning as a means to maintaining a capable workforce that provides a high level of service to the Yountville community and the public.

Now therefore, the Town Council of the Town of Yountville does resolve as follows:

1. The Policy, attached as Exhibit A to this Resolution, is approved and shall be effective as provided in MOU Section 3 (I) on July 1, 2006.

_____
Cynthia Saucerman, Vice Mayor

ATTEST:

State of California)
County of Napa)§
Town of Yountville)

I, Michelle Price, Town Clerk of the Town of Yountville, do hereby certify that the foregoing Resolution was duly adopted by the Town Council of the Town of Yountville at a regular meeting thereof held on the 1st day of August 2006, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Michelle Price, Town Clerk

Resolution No. 2499-06
Exhibit A

EMPLOYEE TUITION & EDUCATION EXPENSE REIMBURSEMENT POLICY

INTRODUCTION

The Town of Yountville is committed to a work environment that encourages its employees to continue education and self-development as a means to maintaining a knowledgeable and proficient workforce that provides a high level of service to the organization and to the public. The Town is committed to ensure that employees have the opportunity to upgrade their knowledge and skills in order that they may meet the changing demands of their jobs and their professions. The Town herein provides a policy and procedure for employees to obtain reimbursement of qualified educational expenses.

ELIGIBLE PARTICIPANTS

The policy for tuition reimbursement shall be available only for Full-time employees and Regular Part-time employees who work at least 75% time, who work filling regular positions, on other than a limited-term basis; who have completed their initial Town probationary period; and who are performing their jobs satisfactorily. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans' Administration or the California State Department of Veterans Affairs.

GENERAL PROVISIONS

1. Courses must be related to the work of the employee's position; career development or occupation in such a fashion as will offer substantial benefit to the Town. Prerequisite courses for eligible courses, or courses, that are required for the completion of a specific program, are also eligible for tuition reimbursement.

2. Courses shall be taken outside the employee's working hours, unless extenuating circumstances exist and approval to use Town time is prearranged with the employee's department manager and approved by the Town Manager.

3. Courses must be taken for credit; audited courses will not be reimbursed.

4. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him from attending local courses.

5. Courses are not eligible for tuition reimbursement if they:

   a. Duplicate in-service training, which is available.
   b. Duplicate training, which the employee has already had.

6. Attendance at Conventions, Workshops, or Institutes, etc., is not included in this Tuition & Education Expense Reimbursement Program.

7. Reimbursement shall be subject to certification by the department concerned that the course of study meets the eligibility requirements of this Policy.

8. Requests for reimbursement must be approved before the course is undertaken, and such approval shall be subject to the availability of funds appropriated for reimbursement in the adopted Town Budget.

9. Reimbursement for qualified expenses shall be made only upon presentation of evidence of payment for and successful completion of courses as evidenced by a "C" grade or better, or a "Pass" for a Pass/Fail course.

10. Employees shall submit Requests for Reimbursement, with registration confirmation, verification of grades, and expense documentation within 45 days of completion of the course(s).

NATURE OF REIMBURSEMENT

1. The maximum reimbursement that may be received by an employee in one fiscal year shall be one thousand two hundred ($1,200.00) dollars.

2. Reimbursement shall be limited as follows:

Reimbursement may be made for out-of-pocket expenditures for tuition, registration fees, required textbooks and required laboratory fees. Other incidental expenses (e.g., parking fees, meals, and books and materials not assigned to the course) are not reimbursable.

PROCEDURE FOR TUITION REIMBURSEMENT

1. The employee shall submit a Tuition & Education Expense Reimbursement Application to their Department Head, who shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. The Department Head shall then forward the application with their recommendation to Administration for review and final processing.

2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the manager of his/her department, and on forms provided by the Administration.

3. An employee may appeal denial of the request (unless the reason for denial is lack of tuition funds) under the current grievance procedure or appropriate M.O.U.4. Forty-five (45) days following completion of an approved course, the employee shall obtain from the educational institution, certification that fees were paid and a grade was obtained, and provide such documentation, along with a Request for Payment Form, to Administration. The employee shall also present evidence of payment of other qualified expenses.

CONTINUED SERVICE REQUIREMENT

An employee must continue in a full-time, regular position in the Town's service for two years from the date of completion of the course in order to avoid a repayment liability. In the event an employee leaves their employment with the Town within a 2-year period after the completion of courses they have been reimbursed for, they will be required to pay back the amount paid by the Town as follows:

- Within 0-1 year – 100% of the reimbursement paid
- Within 1-2 years – 50% of the reimbursement paid

In such a situation, the employee agrees that the Finance Department is authorized to make a deduction from the employee's final payroll check for the appropriate amount of tuition reimbursement to be forfeited to the Town.

PROCESS OVERVIEW

Employee	Completes a Tuition & Education Expense Reimbursement – Application form, available from Administration. Request for future reimbursement must be submitted prior to enrollment in the course. Submit the Application to Department Head for initial approval.
Department Head	Make appropriate recommendation and forward Application to Administration.
Administration	Review and approve/disapprove request, and notify Employee.
Employee	Submit a Tuition & Education Expense Reimbursement - Request For Payment form, with confirmation of grades, registration, and qualified expenses to Administration within 45 days of course completion.
Administration	Review Request For Payment, approve the final amount to be reimbursed and submit to Finance Director for payment.