

# City of Melfort Policy Manual

<i>POLICY TITLE:</i> <b>Home Computer Purchase Program</b>	<i>POLICY NUMBER:</i> <b>1.6.30</b>	<i>EFFECTIVE DATE:</i> <b>October 19, 1992</b>
<i>ORIGIN:</i> <b>City Manager</b>	<i>ADOPTED BY COUNCIL ON:</i> <b>October 19, 1992</b>	<i>DATE AMENDED:</i> <b>February 13, 2012</b>

**1. PURPOSE**

To allow staff to become more computer literate and to increase staff knowledge, productivity and efficiency by providing personal loans to full-time employees for the purchase of computer hardware and software.

**2. DEFINITIONS**

**2.1 Full-time Employees** – are permanent employees hired on the basis of 2,080 hours per year, or 1950 hours per year for office staff.

**2.2 Computer Package** – is a list of computer hardware and software prepared by management for offer to full-time staff, in accordance with the Schedule “A”.

**3. GENERAL POLICY**

**3.1 Eligibility**

Available to permanent, full-time employees.

**3.2 Loan Details**

Interest: Interest free, taxable benefit

Loan amount: Minimum of \$500.00. Maximum of \$2,500.00

Term of Repayment: Repayment to be provided in 78 equal bi-weekly installments through payroll deduction, unless repayment amount is voluntarily increased at the request of the employee.

Security: All employees shall sign an approved purchase agreement outlining the terms and conditions of this program, which is attached as Schedule “B”, forming part of this policy.

Limitations: Council reserves the right to limit subscription to the plan at any time.

**Schedule "A"**  
**To Policy 1.6.30**  
**HOME COMPUTER PURCHASE PROGRAM EQUIPMENT ELIGIBILITY**

Policy 1.6.30, section 2.2, provides management with the responsibility of determining the computer hardware and software that will be considered as eligible under the Home Computer Purchase Program.

**INELIGIBLE EQUIPMENT**

Following is a list of equipment that is considered ineligible for the Home Computer Purchase Program:

1. Scanners
2. Digital Cameras
3. Video Cameras, Camcorders or Webcams
4. Video Games or Gaming Equipment
5. Computer Monitors exceeding 22 inches
6. Equipment deemed by management to be primarily of an entertainment value.
7. External Speaker System
8. Any other equipment that is deemed by management as not complying with the rationale of the program, being a program to improve computer literacy, thereby increasing productivity and efficiency amongst full-time staff members.

**ELIGIBLE EQUIPMENT**

In addition to the standard eligible computer equipment, following is a list of new technologies and products that have been deemed to be eligible for the program:

1. Notebooks and i-pads (Added: November, 2010)

**Schedule "B"**  
**To Policy 1.6.30**  
**HOME COMPUTER PURCHASE PROGRAM AGREEMENT TEMPLATE**

**THIS AGREEMENT** made in duplicate this                    day of

**BETWEEN:**

**Name of Employee**  
of Melfort, in the Province of Saskatchewan,  
an employee of The City of Melfort

**AND**

**THE CITY OF MELFORT**  
a municipal corporation with offices  
in the City of Melfort, in the  
Province of Saskatchewan

**INTRODUCTION**

The **City of Melfort** (hereinafter called the "**City**") is offering a Microcomputer Purchase Plan (hereinafter called the "Plan") to enable its employees to have use of microcomputers at home and to acquire ownership of such computers.

The employee will select from the equipment offered under the Plan, the equipment so selected (hereinafter called the "Equipment") being indicated on the application form for the Plan and appended to this agreement.

Full-time employees will have the following two options to pay for the selected equipment:

**1. FULL PAYMENT OPTION**

The employee pays the full cost of the Equipment upon purchase and immediately assumes full title and responsibility for the Equipment.

**2. PAYROLL DEDUCTION OPTION**

Participate in a 3-year payroll deduction plan. The outstanding balance will be equally divided over 78 bi-weekly payments and automatically deducted from the Employee's earnings. The Employee assumes responsibility after the final payment is made. The minimum loan amount is \$500 and the maximum loan amount is \$2,500.

**THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THE PLAN.**

**1. OBLIGATION TO SELL AND PURCHASE**

1.1 The **City**, upon receiving payment in full, promises to sell to the Employees and the Employee promises to purchase the equipment from the **City**.

- 1.2 Under the full payment option, the Transfer Date shall be the later of the date when the Employee acknowledges receipt of the Equipment in good working order or the date when full payment is received by the **City**.
- 1.3 Under the time payment options, the Transfer Date shall be the date at the end of the loan term, provided that the purchase price has been paid in full.

## **2. PAYMENT**

- 2.1 Employees selecting the full payment option must pay the **City** the full price, equal to the sum of the item costs indicated on the plan application form for selected equipment item, within 10 days of delivery of the Equipment in good working order.
- 2.2 Employees selecting the time payment option will pay for the Equipment (not to exceed an amount of \$2,500) through payroll deduction of 78 bi-weekly installments, each equal to the total amount shown on the plan application for all selected Equipment, the first installment being payable upon shipment of the system.

## **3. COMMITMENT NON-CANCELLABLE**

- 3.1 This section shall apply only to those employees selecting a time payment option.
- 3.2 The Employee may not cancel his obligation to make the required number of installments except by paying an amount equal to the total of the remaining unpaid installments.
- 3.3 Should the Employee cease to be employed by the City during the term of the Plan, the Employee, must pay an amount equal to the total of the remaining unpaid installments.
- 3.4 As further security for the payment of all sums due under this agreement, the employee hereby grants to the City a Purchase Money Security Interest in the Equipment, including any after acquired proceeds therefrom in the event of default on any of the terms of this agreement, the City may seize and sell the Equipment as may be necessary to satisfy the amounts owing under this agreement.

## **4. LOCATION AND USE**

- 4.1 This section shall apply only to those employees selecting the time payment option.
- 4.2 Prior to the Transfer Date, no item of the Equipment shall be removed from Canada without the prior written consent of the City.
- 4.3 The Employee will have unlimited and dedicated use of the Equipment and shall operate and maintain the Equipment in accordance with the manufacturer's manuals and instructions.

## **5. OWNERSHIP**

- 5.1 The employee will not have any ownership in or title to the equipment prior to the Transfer Date and may not sell or in any way encumber the Equipment prior to that date.
- 5.2 If the Employee has complied with all the provisions of the Agreement, the City will transfer ownership of the Equipment to the Employee at the Transfer Date.

**6. WARRANTY**

- 6.1 The City makes no representative or warranty, express or implied, of any nature whatsoever with respect to the Equipment. The only warranty with respect to the Equipment shall be that provided by the manufacturer, vendor or supplier thereof.
- 6.2 The employee will be responsible for arranging any ongoing service after the warranty agreement expires.

**7. EQUIPMENT DELIVERY, CHECKOUT AND ACCEPTANCE**

- 7.1 The employee is responsible to verify the completeness of their order and checking that the equipment is in good working order.

**8. SERVICES AND REPLACEMENT**

- 8.1 The Employee must keep the Equipment in good repair and working order and shall be responsible for arranging for any necessary repairs under the terms of the warranty service plan prior to the Transfer Date.
- 8.2 Prior to the Transfer Date, any Equipment or part thereof which becomes lost, stolen or damaged shall be replaced and the responsibility for the costs and expenses shall be the employees.
- 8.3 The Employee shall not have title to any Equipment replaced in accordance with Article 8.2 until the Transfer Date.

**9. INSURANCE**

- 9.1 Prior to the Transfer Date, the Equipment will be insured against damage or loss by the Employee.

**10. ALTERATION**

- 10.1 Prior to the Transfer Date, the Employee shall not add parts, components or accessories to the Equipment if such addition impairs the value or utility of the Equipment or affects any warranty relating thereto.

**11. APPLICABLE LAW**

- 11.1 The laws of the Province of Saskatchewan shall govern these terms and conditions.

**SIGNATURES**

**CITY OF MELFORT**

\_\_\_\_\_  
**City Manager**

DATE:

\_\_\_\_\_  
**Employee**

DATE: