



SALARY AND BENEFIT PLAN

FOR THE

CITY OF POWAY

MANAGEMENT/CONFIDENTIAL GROUP

Effective July 1, 2010

Table of Contents

ARTICLE 1. LEAVES	4
Section 1. Vacation.....	4
A. Groups 1-3 -- Management	4
B. Group 4 -- Confidential	5
Section 2. Executive Leave	6
A. Group 1	6
B. Groups 2A and 2B	7
Section 3. Sick Leave	7
A. Group 1 -- Management.....	7
B. Groups 2-4 -- Management and Confidential (Groups 2 and 3 hired after August 1, 1990)	7
Section 4. Holidays	9
A. Designated Holidays	9
B. Holiday Pay	9
Section 5. Bereavement Leave	10
Section 6. Benefit Days.....	10
Section 7. Jury Duty.....	10
ARTICLE 2. PAYROLL AND WORK WEEK.....	10
A. Groups 1, 2A and 2B -- Management	11
B. Groups 3 and 4 -- Professional/Confidential.....	11
C. Work Hours.....	12
ARTICLE 3. BENEFITS.....	12
Section 1. Hospital and Medical -- All Groups	12
Section 2. Eye Care -- All Groups	12
Section 3. Life Insurance -- All Groups	12
Section 4. Deferred Compensation - All Groups	13
Section 5. Long Term Disability Income Insurance.....	13
A. Group 1 - Management	13
B. Group 4 - Confidential	13
Section 6. Workers' Compensation Insurance	14
Section 7. Unemployment Insurance/State Disability Insurance	15
Section 8. Flexible Benefits Program.....	15
Section 9. Part-Time Employee Benefits	15
ARTICLE 4. SPECIAL PAY.....	15
Section 1. Tuition Reimbursement.....	15
Section 2. Uniforms and Equipment	15
Section 3. Acting Pay	15
A. Groups 1-3 -- Management	15
B. Group 4 -- Confidential	16
C. Groups 1-3 and Group 4 -- Conclusion of Assignment	16
Section 4. Physical Examinations	17
Section 5. Travel Expenses	17
A. Group 1-2A -- Management.....	17
B. Groups 2B, 3 and 4 -- Management/Confidential.....	17
ARTICLE 5. SERVICE.....	17

Section 1. Transfers.....	17
Section 2. Layoff and Reemployment	17
Section 3. Resignations	18
ARTICLE 6. RETIREMENT AND SOCIAL SECURITY	18
Section 1. CalPERS.....	18
Section 2. PARS.....	19
ARTICLE 7. PERSONNEL RULES.....	20
ARTICLE 8. SALARY SCHEDULE.....	21

Article 1. Leaves

Section 1. Vacation

A. Groups 1-3 -- Management

1. Computing Vacation Leave

All employees in the management group, who have served for a minimum of six (6) months of continuous service, shall be entitled to vacation leave with pay.

For the purpose of computing annual vacation leave, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek.

Annual vacation leave shall be computed in accordance with the following schedule:

<u>Years of Continuous Employment</u>	<u>Vacation Leave Credits</u>
1 thru 5	120 hours per year or 4.615 hours per pay period for 26 pay periods.
After 5	144 hours per year or 5.538 hours per pay period for 26 pay periods.
After 10	180 hours per year or 6.923 hours per pay period for 26 pay periods.
After 15	199.2 hours per year or 7.662 hours per pay period for 26 pay periods.

2. Vacation Leave Accrual

Vacation time can be accumulated to a maximum of 200% of one year's eligibility. When an employee's vacation leave accrual reaches the maximum level, the employee will stop accruing additional vacation leave until such time as the employee uses vacation leave below the maximum level. At that time, the employee will begin accruing additional leave from that point forward.

Employees who have reached maximum accrual can request a review by their department Director in the event a vacation request is denied.

An employee with five (5) years service, who resigns in good standing and is reemployed within a two (2) year period to the same or equal position previously held, shall be eligible to earn and use vacation to which they are otherwise entitled as if there had been no break in service.

3. Use of Vacation Time

The times at which an employee may take vacation shall be determined by the immediate supervisor with due regard for the wishes of the employee and particular

regard for the needs of the City. Vacation leave in excess of thirty calendar days shall be granted or not granted at the sole discretion of the City Manager.

In the event one or more holidays fall within a vacation leave period, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

4. Conversion of Accrued Vacation Leave

Annual conversion of a portion of accrued vacation to cash for Groups 1-3 is permitted subject to the following guidelines:

- a. Employee must have had at least three years of service in the prior 12 months before conversion.
- b. A maximum of five days (40 hours) per year may be converted on an hour-for-hour basis, at the current rate of pay.
- c. Employee must have used at least two weeks (80 hours) of vacation time in both the current and previous 12 months.
- d. After conversion, the employee must have at least two weeks (80 hours) remaining to his/her credit.
- e. Requests for conversion by Group 1 employees shall be approved by the City Manager. Requests for conversion by Groups 2 and 3 employees shall be approved by the Director of Administrative Services.

5. Payout of Vacation Leave

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

B. Group 4 -- Confidential

1. Computing Vacation Leave

All employees in this group shall be entitled to vacation leave with pay except those employees who have served less than six continuous months in the service of the City.

For the purposes of computing annual vacation leave, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek.

Annual vacation leave shall be computed in accordance with the following schedule:

<u>Years of Continuous Employment</u>	<u>Vacation Leave Credits</u>
1 through 5 years	96 hours per year or 3.692 hours per pay period for 26 pay periods

After 5 years	120 hours per year or 4.615 hours per pay period for 26 pay periods.
After 10 years	144 hours per year or 5.538 hours per pay period for 26 pay periods.
After 15 years	168 hours per year or 6.462 hours per pay period for 26 pay periods.

2. Vacation Leave Accrual

Vacation time can be accumulated to a maximum of 150% of one year's eligibility. When an employee's vacation leave accrual reaches the maximum level, the employee will stop accruing additional vacation leave until such time as the employee uses vacation leave below the maximum level. At that time, the employee will begin accruing additional leave from that point forward.

Employees who have reached maximum accrual can request a review by their department Director in the event a vacation request is denied.

An employee with five (5) years service, who resigns in good standing and is reemployed within a two (2) year period to the same or equal position previously held, shall be eligible to earn and use vacation to which they are otherwise entitled as if there had been no break in service.

3. Use of Vacation Leave

The times at which an employee may take vacation shall be determined by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City.

In the event one or more holidays fall within a vacation leave period, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

4. Payout of Vacation Leave

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

Section 2. Executive Leave

A. Group 1

Employees designated in this group shall be entitled to sixty-four (64) hours executive leave each fiscal year. If not taken during the fiscal year, any remaining executive leave will be exchanged for compensation in the last full pay period of the fiscal year at the then current rate of pay. Executive leave may not be carried over into the next fiscal year. Employees who terminate employment shall be paid in a lump sum for the value of unused executive leave.

B. Groups 2A and 2B

Employees designated in this group shall be entitled to thirty-two (32) hours executive leave each fiscal year. If not taken during the fiscal year, any remaining executive leave will be exchanged for compensation in the last full pay period of the fiscal year at the then current rate of pay. Executive leave may not be carried over into the next fiscal year. Employees who terminate employment shall be paid in a lump sum for the value of unused executive leave.

Section 3. Sick Leave

A. Group 1 – Management

1. Sick Leave Accrual

In addition to Group 1, this sick leave policy shall apply to all employees in Groups 2 and 3 who were hired prior to July 1, 1990, and to those employees whose positions or transfers to the management group were announced prior to July 1, 1990.

Sick leave with pay may be granted to all probationary and regular employees within the management group who are regularly employed in regular positions.

All management employees shall be granted sick leave with pay, up to a maximum of sixty (60) calendar days per incident with no accumulation.

2. Notification

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor prior to or within two hours after the time set for the beginning of duties.

Certification by the employee's physician may be required in order to receive compensation for sick leave over three (3) working days at one time, if an abuse of sick leave is suspected or if an unusual pattern of use has been documented and the employee has been counseled. This requirement is at the discretion of the department Director.

3. Family Sick Leave

In the event of illness in the immediate family, an employee may use accrued sick leave not to exceed forty-eight (48) hours in each fiscal year. Immediate family shall be designated as mother, father, spouse, domestic partner, brother, sister, and children. Employee must notify supervisor in advance when such leave is being taken and so note on his/her time card, as well as on a Request for Leave form. An employee cannot use personal sick leave in place of Family Sick Leave.

B. Groups 2-4 -- Management and Confidential (Groups 2 and 3 hired after August 1, 1990)

1. Sick Leave Accrual

In addition to Group 4, this sick leave policy shall apply to all employees in Groups 2 and 3 hired after July 1, 1990, except as stated under Part A of this section.

Sick leave with pay may be granted to all probationary and regular employees within the unit who are regularly employed in regular, full-time positions.

For the purposes of computing sick leave, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek.

One (1) day sick leave shall be accrued for each month of employment, for a total of twelve (12) working days per year.

Sick leave shall be granted to an employee only for actual working time off.

Accumulation of sick leave shall be unlimited.

2. Notification

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or the department Director prior to or within two hours after the time set for the beginning of duties.

Certification by the employee's physician may be required in order to receive compensation for sick leave over three (3) working days at one time if an abuse of sick leave is suspected or if an unusual pattern of use has been documented and the employee has been counseled. This requirement is at the discretion of the department Director.

3. Family Sick Leave

In the event of illness in the immediate family, an employee may use accrued sick leave not to exceed forty-eight (48) hours in each fiscal year. Immediate family shall be designated as mother, father, spouse, domestic partner, brother, sister, and children. Employee must notify supervisor in advance when such leave is being taken and so note on time card, as well as on a Request for Leave form. An employee cannot use personal sick leave in place of Family Sick Leave.

4. Annual Conversion of Sick Leave

In the last full pay period of the fiscal year, an employee who accrues sick leave may convert sick leave to cash under the following conditions:

- a. After conversion, employee must have a minimum balance of 168 hours of sick leave.
- b. Employee has used 32 hours or less of sick leave in the immediately preceding 12 months.
- c. Employee can convert 50% of the annual sick leave accrual, less sick leave used in the immediately preceding 12 months, up to a maximum of 40 hours. Sick leave use includes use of family sick leave.

Example: employee used 16 hours in preceding 12 months
96 hours of annual accrual x 50% = 48 hours
48 hours - 16 used = 32 hours converted to cash

5. Payout of Sick Leave

After five (5) years of continuous employment with the City, and upon termination or retirement, an employee will receive compensation for unused sick leave.

- a. Upon retirement, employee will receive 50% of all sick leave hours accrued. Calculations will be at the employee's rate of pay at the time of retirement and will not exceed \$5,000. Employees in Group 1 Management, or covered by that sick leave plan, will also be covered by this provision. Their number of hours will be calculated using one day a month accrual rate for each full month of service, less the cumulative numbers hours of sick leave used during their employment by the City.
- b. Upon leaving the employ of the City for other than retirement, employee will receive 50% of all sick leave hours accrued. Calculations will be at the employee's rate of pay at the time of termination and will not exceed \$2,000.
- c. Upon the death of an employee, compensation for unused sick leave shall be at the same rate as the retirement benefit. Payment shall be made to the employee's designated beneficiary.

Section 4. Holidays

A. Designated Holidays

The holidays for employees in the management/confidential group are as follows:

New Year's Day	January 1
Martin Luther King Day	3rd Monday-January
President's Day	3rd Monday-February
Memorial Day	Last Monday-May
Independence Day	July 4
Labor Day	1st Monday-September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday-November
Day after Thanksgiving	4th Friday-November
Christmas Day	December 25

Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday and shall be considered as the legal holiday.

To be eligible for holiday pay, an employee must be in a paid status on the day before and the day after a holiday.

B. Holiday Pay

For the purpose of computing holiday pay, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek.

Employees in this unit shall be paid holiday pay, whether on or off duty on the holidays above. If a Group 3 or 4 employee works on a holiday, he/she will also be compensated

for the hours worked at the rate of two (2) times the employee's regular rate of pay.

Section 5. Bereavement Leave

In the event of a death in the family, regular and probationary employees shall be eligible for up to five days off with pay to attend the funeral or make funeral arrangements, subject to the following provisions:

- A. The relatives designated shall include father, mother, spouse, brother, sister, daughter, son, grandparents, grandson, granddaughter, and brothers and sisters having one parent in common. It also includes "in-law" relatives and those relationships generally called "step" providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship. An employee may be eligible to use bereavement leave for a person who has been living with the employee in the same capacity as a spouse, provided the employee has previously notified the Human Resources office in writing of the individual's name.
- B. Bereavement leave is not compensable when the employee is on leave of absence, vacation, bona fide layoff, or for days falling outside the employee's regular work period.
- C. It is not chargeable against sick leave.
- D. All requests for paid bereavement leave shall be made in writing as soon as practical but in no event later than the first day back to work, and shall be subject to approval of the Human Resources Manager or designee.
- E. Employees on a flex work schedule shall be compensated for a nine-hour day for paid bereavement leave, up to a maximum of forty (40) hours.

Section 6. Benefit Days

In addition to provisions for vacation, sick leave, and holidays set forth elsewhere herein, each employee who has completed six (6) continuous months of service shall have available two (2) benefit days off each fiscal year. One of these days will be known as Cesar Chavez Day and will remain as an unscheduled benefit day until 10 other cities in San Diego County close their offices in observance of this day, at which time it shall be observed as a fixed holiday on the day so designated. The times at which an employee may take a benefit day off shall be determined by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Benefit days may be taken in one-hour increments. If not taken by the end of the last full pay period of the fiscal year, the benefit day(s) shall be forfeited. Employees who terminate employment shall be paid in a lump sum for the value of all unused benefit days.

Section 7. Jury Duty

Employees shall be compensated at the regular rate of pay for serving jury duty during the employee's scheduled work hours. The duration of jury duty and hours to be compensated shall be in accordance with City policy and the Personnel Rules.

Article 2. Payroll and Work Week

Regular paydays are designated as every other Friday for the two-week period ending the

previous Sunday. In no event will the City advance pay, including pay for earned vacation, without the prior written approval of the City Manager.

A. Groups 1, 2A and 2B -- Management

1. It is recognized that employees in these groups may be required to work hours in excess of 40 hours in a work week, and it is agreed that employees in this group shall not be remunerated for such work beyond the current monthly salary rate of the individual employee, but for the purposes of computing benefits, the regular number of working or duty hours in a work week from Monday through Sunday is established at 40 hours for all full-time employees in the group.
2. Chief Officers within the Safety Services Department (Director of Safety Services and Fire Division Chief) will be provided supplemental compensation at a straight time hourly rate, for hours worked outside of scheduled work hours when assigned to a mutual aid incident and reimbursement funding is received by the City. Payment will occur upon City's receipt of reimbursement funds and at no time shall payment exceed the reimbursement amount received by the City. The City Manager must approve the supplemental compensation.

B. Groups 3 and 4 -- Professional/Confidential

1. Work Week

The regular number of working or duty hours in a workweek from Monday through Sunday is established at 40 hours for all full-time employees in the unit.

For employees regularly working less than 40 hours in one week, or designated as part-time or temporary employees, the regular number of working or duty hours in a work week shall be that number of hours for which they are scheduled to work.

2. Overtime

For full-time employees, unscheduled hours worked on Sundays and holidays shall be paid at double the employee's rate of pay.

Employees in this group shall be paid one and one-half (1-1/2) times their hourly rate of pay for all hours worked in excess of an 8-hour day or a 40-hour workweek.

3. Compensatory Time Off (CTO)

The times at which an employee may take compensatory time off shall be determined by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Compensatory time off, in lieu of overtime, shall be taken as one and one-half (1-1/2) hours off for each overtime hour worked.

The maximum accumulation of compensatory time off shall be 80 hours.

- a. In the event an employee accrues 80 hours of compensatory time in any one fiscal year, the employee will be ineligible to work overtime for compensatory time off for the remainder of that fiscal year and will only be eligible for cash compensation for

overtime worked unless the employee uses CTO and brings the accrued balance below 80 hours.

- b. Once an employee uses CTO and brings the balance below 80 hours, the employee may again accrue CTO hours up to 80 hours.
- c. The department Director or designee shall determine the times at which an employee may take CTO with due regard for the wishes of the employee and particular regard for the needs of the City.

An employee's CTO balance will be cashed out to zero in the final pay period of the fiscal year at the employee's then rate of pay. Said cash payment may only occur as part of the final pay period of the fiscal year in which the compensatory time off was accrued.

C. Work Hours

The City agrees to make available a flexible work schedule when possible. Work schedule and operating conditions will be determined by the City to insure all necessary service can be maintained without adverse impacts. Continuation of the program will be at the discretion of the City Manager. It is understood that it may not be possible to extend this schedule to all operations of the City due to service needs.

Article 3. Benefits

Section 1. Hospital and Medical – All Groups

The first day of the month following date of hire, an employee, upon proper application and acceptance, shall be covered by health and dental benefits with coverage as set forth from time to time in the agreement between the City and the carrier(s).

Health benefit premiums for each employee shall be paid in full by the City.

Dependents of each employee may also be covered by health benefit coverage, upon proper application and acceptance. The cost of dependent coverage of the medical and dental plan will be shared equally between the City and the employee. The employee's share of the cost will be made through payroll deduction. The parties to this Agreement agree to work with the City Insurance Committee to keep the overall cost future premium increases to a minimum.

Section 2. Eye Care – All Groups

The City will provide an eye care plan. The City shall pay 100% of the premium for the employee and dependent coverage.

Section 3. Life Insurance – All Groups

The first day of the month following date of hire, an employee, upon proper application and acceptance by the insurance carrier, shall be covered under a group life insurance plan for the amount of one and one half times base annual salary (\$15,000 minimum).

The City pays 100% of the premium.

Section 4. Deferred Compensation - All Groups

In addition to the City's existing 457 deferred compensation plan, the City will provide a 401(a) Deferred Compensation Plan. The City shall contribute to the 401 (a) Deferred Compensation Plan on behalf of the employees as follows: \$129.31 per Group 1 employee per biweekly pay period, \$106.23 per Group 2A employee per biweekly pay period, \$87.77 per Group 2B employee per pay period, and \$69.21 per Group 3 and Group 4 employees per biweekly pay period. Employees shall be entitled to receive credits for their 401 accounts only after the completion of each full pay period. Only full-time employees shall be eligible for this benefit and shall have the following vesting rights to the contributions made to the plan. Employees hired on or before June 30, 2004, shall be fully vested after the completion of one year of City service. Employees hired on or after July 1, 2004, shall be vested as follows:

From date of hire until second anniversary – 0% of accumulated value
Second anniversary of employment – 20% of the accumulated value
Third anniversary of employment – 40% of the accumulated value
Fourth anniversary of employment – 60% of the accumulated value
Fifth anniversary of employment – 80% of the accumulated value
Sixth anniversary of employment – 100% of the accumulated value

Employees may make other contributions to the plan as provided for in the plan and in accordance with applicable federal and state laws.

Section 5. Long Term Disability Income Insurance

This employee benefit provides for the payment of a monthly income benefit payment for those covered employees totally disabled by injury or sickness as determined by the insurer.

A. Group 1 - Management

This benefit shall apply to all employees in Groups 2 and 3 who were hired prior to July 1, 1990, and to those employees whose positions or transfers to the management group were announced prior to July 1, 1990.

The benefit provided under this coverage will be 66-2/3% of the employee's base salary to a maximum of \$10,900 per month. The insurance carrier is responsible for calculating the exact benefit amount, based on each individual's income status.

The insurance carrier for this coverage requires a 60-day waiting period from the first day of the disability to the beginning of the monthly benefit payment period.

Monthly benefits are paid, with certain exceptions, as explained in the certificate of insurance, until the recovery from the injury or sickness or until the employee reaches age 65.

The City pays 100% of the premium.

B. Group 4 - Confidential

This benefit shall also apply to all employees in Groups 2 and 3 hired after July 1, 1990, except as stated under Part A of this section.

The benefit provided under this coverage will be 66-2/3% of the employee's base salary to a maximum of \$9,500 per month. The insurance carrier is responsible for calculating the exact benefit amount, based on each individual's income status.

The insurance carrier for this coverage requires a 30-day waiting period from the first day of the disability to the beginning of the monthly benefit payment period.

Monthly benefits are paid, with certain exceptions, as explained in the Group Insurance handbook, until the recovery from the injury or sickness or until the employee reaches age 65.

The City pays 100% of the premium.

An employee may use sick leave and vacation to supplement coverage under this benefit up to, but not in excess of, 100% of his/her regular rate of pay.

Section 6. Workers' Compensation Insurance

All employees in the group (regular, temporary and part-time) are covered by Workers' Compensation Insurance from the date of employment. Premiums will be paid by the City. Any employee shall, upon receiving a work-sustained injury, report the incident immediately to his department Director.

The filing of the accident report as required by the Workers' Compensation Insurance Fund shall be the responsibility of the employee's supervisor.

Sick Leave shall be used for on-duty hours used for medical evaluations, treatments, or other medical related activities associated with a worker's compensation illness or injury. If the employee's sick leave balance is exhausted, another paid leave will be used in its place.

An employee who is or may be entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code shall receive any accrued sick leave or vacation for such absence. The City shall decrease the charge of sick leave or vacation in the amount of temporary disability payment received so that the employee shall not receive payment in excess of full salary or wage.

If the employee does not wish to use accrued sick leave or vacation, the employee shall notify the City within five (5) days after the injury is reported to the City. After the five (5) days, the employee's accrued sick leave or vacation shall be used until the date the employee notifies the City in writing that he/she no longer wishes to use the accrued leaves. When computing sick leave or vacation under this policy, the employee shall be given credit for any holidays that occur during the period of absence hereunder.

The employee is, nevertheless, entitled to medical, surgical, and hospital treatment as provided in the Labor Code. When the employee's accrued sick leave or vacation, or both, are exhausted, the employee will still receive disability indemnity for which he/she is otherwise entitled.

If an employee is receiving Workers' Compensation and not actively on the payroll, the City shall collect from the employee the employee's costs of insurance for dependent coverage, and the City shall pay the employer's costs of insurance. During such leave, no contributions shall be made to the retirement plan.

Section 7. Unemployment Insurance/State Disability Insurance

The City does not participate in the State Disability Insurance program.

Section 8. Flexible Benefits Program

The City will maintain a Flexible Benefits Program in accordance with applicable IRS statutes and the Affordable Health Care for America Act (AHCAA) in order to provide employees the greatest possible tax benefit.

Section 9. Part-Time Employee Benefits

Employees working less than full time will have their benefits prorated to the ratio of the hours they work to 2,080 hours.

Article 4. Special Pay

Section 1. Tuition Reimbursement

The actual cost paid for tuition, books and required technical supplies and equipment, to a maximum of \$1,500 per fiscal year per employee, will be refunded to all regular City employees for professional and technical courses in accredited educational institutions provided that:

- A. The employee has received at least a satisfactory rating on his/her last performance report.
- B. The subject matter of the course relates directly to and contributes toward the performance of the employee's position with the City.
- C. The employee must submit a Request for Refund of Tuition and Cost of Books form to the department Director and Human Resources within three (3) weeks after the beginning of the class.
- D. Before receiving reimbursement the employee shall furnish detailed proof of payment and shall provide evidence that he/she has completed the course with a grade of "C" or better in undergraduate work or a grade of "B" in graduate work. A grade of "C" or better will be accepted for graduate work from institutions where an average grade of "C" is acceptable for graduation. A "pass" or "credit" will be accepted for classes where a pass/fail or "credit/no credit" grading system is used.

Section 2. Uniforms and Equipment

The City will provide and maintain all uniforms that are required by the City for management employees in Public Works, Safety Services, and Community Services. Employees of Public Works, Development Services, and Community Services, who are required to wear safety shoes, will be reimbursed a maximum of \$170 per fiscal year.

Section 3. Acting Pay

- A. Groups 1-3 -- Management

1. Full Responsibility

An employee specifically assigned on a temporary basis to the full range of duties of a higher level position in which there is no appointed incumbent or in which the incumbent is on paid or unpaid leave shall be compensated at the "A" step rate of pay for the higher level position if the service in such position exceeds thirty (30) calendar days. Payment shall be retroactive to the first day of such services. The full range of duties of the higher level position shall be specifically assigned in writing via the Out-of-Class Assignment form and signed by the department Director or designee. Under no circumstance shall the rate of compensation be less than five percent (5%) above the employee's current rate of pay.

2. Partial Responsibility

An employee specifically assigned to perform a portion of the duties of a higher level position for thirty (30) calendar days shall have the increased pay level determined by the City Manager in relation to the degree of the additional responsibility the employee is asked to assume. In no event shall the pay be more than five percent (5%). The assignment shall be in writing via the Out-of-Class Assignment form and signed by the department Director or designee.

- B. Group 4 -- Confidential

1. Full Responsibility

An employee specifically assigned on a temporary basis to the full range of duties of a higher level position in which there is no appointed incumbent or in which the incumbent is on paid or unpaid leave shall be compensated at the "A" step rate of pay for the higher level position if the service in such position exceeds fifteen (15) consecutive working days. Payment shall be retroactive to the first day of such services. The full range of duties of the higher level position shall be specifically assigned in writing via the Out-of-Class Assignment form and signed by the department Director or designee. Under no circumstance shall the rate of compensation be less than five percent (5%) above the employee's current rate of pay.

2. Partial Responsibility

An employee specifically assigned to perform a portion of the duties of a higher level position for fifteen (15) or more consecutive working days shall have the increased pay level determined by the City Manager in relation to the degree of the additional responsibility the employee is asked to assume. In no event shall the pay be more than five percent (5%). The assignment shall be in writing via the Out-of-Class Assignment form and signed by the department Director or designee.

- C. Groups 1-3 and Group 4 – Conclusion of Assignment

1. At the conclusion of such an assignment, the employee shall be restored to his/her former classification regardless of the time involved. This provision shall not apply to bona fide education, training and development, job enlargement or enrichment. The employee will be notified in advance as to the nature of this assignment.

Section 4. Physical Examinations

Physical examinations required by the City as a condition of employment or continued employment shall be paid for by the City.

Section 5. Travel Expenses

A. Group 1-2A -- Management

An automobile allowance in lieu of mileage shall be allocated in the amount of \$300 and \$160 per month for personnel in Groups 1 and 2A, respectively. The automobile allowance is not applicable to employees who have been assigned a City vehicle. The City Manager may grant a \$160 per month automobile allowance to employees outside Groups 1 and 2A when, in his/her best judgment, it serves the City. The City Manager may at his/her discretion increase the \$160 per month automobile allowance by a maximum of \$100 based upon excessive driving requirements for an individual position.

B. Groups 2B, 3 and 4 -- Management/Confidential

1. Prior approval of the department Director and final approval of the City Manager shall be required prior to reimbursement for travel expenses.
2. Employees using their own vehicle on approved City business travel will be reimbursed at the approved IRS reimbursement rate.
3. Employees on approved official business away from the City will be reimbursed for actual and necessary expenses incurred, in accordance with the City's Travel and Meeting Reimbursement policy.
4. In order to be reimbursed, employees must include original receipts for all expenses with the reimbursement claim form.
5. Advances of travel expenses may be allowed at the sole discretion of the City Manager.

Article 5. Service

Section 1. Transfers

An employee transferring from this group to a recognized employee unit shall maintain all pay and benefits accrued in this group, and upon the effective date of transfer thereafter be governed by the provisions of any policy and/or agreement in effect for such other recognized employee unit.

Section 2. Layoff and Reemployment

The City may abolish any position or employment and the employee may be laid off without taking disciplinary action and without the right of appeal.

Whenever it becomes necessary to reduce the number of employees in any classification, the order of the layoff shall be as follows:

In order of seniority, the employee with the shortest service in total City service in the affected classification shall be laid off first.

- A. In the event of two (2) or more employees having identical total City service seniority, the order of the layoff will be determined by length of continuous service in the affected classification.
- B. Whenever two (2) or more employees have identical service in the affected classification, the order of the layoff shall be determined by the City Manager on the basis of performance.
- C. Employees to be laid off in a particular classification have the right to demote to a lower classification to a position previously held with the City for which the employee meets the minimum qualifications, is capable of performing the essential functions of the position, and has City seniority over other employees in the lower classification. This will also apply to employees to be laid off in a particular classification who have demoted from a higher classification due to non-disciplinary reasons. Such employees shall be placed on the seniority list for the higher classification provided they still meet the minimum qualifications, are capable of performing the essential functions of the position, and have City seniority over other employees in the higher classification.
- D. The name of each laid-off employee shall be placed on a reemployment list for a period of 12 months in reverse order of the layoff. Employees who are laid off who have received two out of three consecutive annual performance evaluations which are rated below standards or needs improvement will be placed at the bottom of the reemployment list in reverse order of the layoff.

Section 3. Resignations

An employee in this group wishing to resign in good standing shall file with their immediate supervisor a written resignation stating the effective date and reasons for resignation at least fourteen (14) calendar days prior to the effective date of resignation.

The City will pay an employee for all hours worked on the next regular payday after resignation, and thereafter will pay all accumulated reimbursable benefits as early as feasible.

An employee who has resigned with a good record will be given preferential consideration for rehire if a position is available and he/she participates in the recruitment process for the position. Decision to rehire is at the discretion of the City, and the employee will not reestablish rights and/or benefits lost at the time of resignation.

An employee with five (5) years service, who resigns in good standing and is reemployed within a two (2) year period to the same or equal position previously held, shall be eligible to earn and use vacation to which they are otherwise entitled as if there had been no break in service.

Article 6. Retirement and Social Security

Section 1. CalPERS

The City will provide retirement benefits through the California Public Employees' Retirement System (CalPERS). The City does not participate in the Social Security System, except as

required by Law.

Effective pay period beginning July 12, 2010, each employee will contribute four percent (4%) of his/her PERSable salary (excluding overtime) on a pre-tax basis towards the "member contribution" portion of his/her CalPERS retirement account.

The City will pay the remaining three percent (3%) of the "member contribution" into CalPERS in addition to the normal employer's contribution. The three percent (3%) payment shall be made to CalPERS in the name of the employee to be credited to the employee's retirement account with CalPERS.

The City will provide under its contract with CalPERS the following provisions:

1. the Indexed Level 1959 Survivors Benefits;
2. the retirement benefit of 2%-at-55 formula; and
3. the One Year Final Compensation option.

Section 2. PARS

Upon retirement from the City concurrent with retirement under CalPERS, the City also provides a supplemental retirement benefit through the Public Agency Retirement System (PARS) to non-safety members of Groups 1-4. When combined with CalPERS, this is equivalent to the 2.7% at 55 formula retirement benefit. For employees hired on or after March 28, 2008, this benefit shall only apply to years of service with the City of Poway. For employees hired before March 28, 2008, this benefit applies to Poway and all prior CalPERS or reciprocal service with previous public agencies.

The PARS supplemental benefit applies as follows:

1. Non-Safety Group 1:
 - a. is at least 55 years of age; and
 - b. has completed at least 5 years of continuous service with the City, or if hired prior to July 1, 2004 has completed at least 5 years of service with the City.
2. Non Safety Group 1:
 - a. was an employee of the City on or before March 28, 2008;
 - b. is at least 50 years of age; and
 - c. has completed at least 20 years of continuous service with the City, or if hired prior to July 1, 2004 has completed at least 20 years of service with the City.
3. Non-Safety Groups 2-3:
 - a. is at least 55 years of age; and
 - b. has completed at least 10 years of continuous service with the City, or if hired prior to July 1, 2004 has completed at least 10 years of service with the City.
4. Group 4 if hired before March 28, 2008:
 - a. is at least 55 years of age; and
 - b. has completed at least 10 years of continuous service with the City, or if hired prior to July 1, 2004 has completed at least 10

years of service with the City.

5. Group 4 if hired on or after March 28, 2008:

- a. is at least 55 years of age; and
- b. has completed at least 20 years of continuous service with the City, or if hired prior to July 1, 2004 has completed at least 20 years of service with the City.

Article 7. Personnel Rules

All other employee rights, privileges, and benefits are included in the Personnel Rules of the City of Poway.

Article 8. Salary Schedule

EFFECTIVE BEGINNING DECEMBER 1, 2008		Revised 12/2009	
Classification Title	Range Number	Approx. Bi-weekly Salary Range	Approx. Monthly Salary Range
*Group 1 Exempt At-Will			
Assistant City Manager	92.5	5456 - 6631	11821 - 14368
Director of Administrative Services	88.5	4942 - 6007	10708 - 13014
Director of Community Services	88.5	4942 - 6007	10708 - 13014
Director of Development Services	88.5	4942 - 6007	10708 - 13014
Director of Public Works	88.5	4942 - 6007	10708 - 13014
Director of Redevelopment Services	88.5	4942 - 6007	10708 - 13014
Director of Safety Services	88.5	4942 - 6007	10708 - 13014
*Group 2A Exempt At-Will			
Assistant Director of Admin. Services	82.5	3878 - 4714	8401 - 10213
Assistant Director of Community Services	82.5	3878 - 4714	8401 - 10213
Assistant Director of Public Works	82.5	3878 - 4714	8401 - 10213
City Engineer	84.5	4072 - 4951	8824 - 10726
City Planner	82.5	3878 - 4714	8401 - 10213
Community Services Manager	78.5	3425 - 4164	7421 - 9021
Finance Manager	78.5	3425 - 4164	7421 - 9021
Fire Division Chief (not at-will)	82.5	3878 - 4714	8401 - 10213
Human Resources Manager	78.5	3425 - 4164	7421 - 9021
Information Technology Manager	78.5	3425 - 4164	7421 - 9021
Principal Civil Engineer	84	3774 - 4587	8177 - 9939
Public Works Operations Manager	78.5	3425 - 4164	7421 - 9021
Public Works Utilities Manager	78.5	3425 - 4164	7421 - 9021
Redevelopment Services Manager	78.5	3425 - 4164	7421 - 9021
Revenue and Business Activity Manager	78.5	3425 - 4164	7421 - 9021
*Group 2B Exempt			
Associate Civil Engineer	71.5	2833 - 3444	6139 - 7462
Associate Planner	64	2303 - 2799	4990 - 6065
Construction Program Supervisor	73	2876 - 3496	6232 - 7575
Information Technology Analyst	65	2361 - 2869	5115 - 6217
Management Analyst	65	2361 - 2869	5115 - 6217
Network Administrator	69	2606 - 3167	5646 - 6863
Senior Redevelopment Analyst	69	2606 - 3167	5646 - 6863
Senior Accountant	68	2542 - 3090	5508 - 6695
Senior Civil Engineer	78.7	3462 - 4207	7500 - 9116
Senior Code Compliance Officer	62	2192 - 2665	4750 - 5773

Classification Title	Range Number	Approx. Bi-weekly Salary Range	Approx. Monthly Salary Range
*Group 2B Exempt			
Senior Fire Safety Inspector	66	2420 - 2941	5243 - 6373
Senior Management Analyst	69	2606 - 3167	5646 - 6863
Senior Planner	70	2671 - 3247	5787 - 7034
Senior Recreation Supervisor	62	2192 - 2665	4750 - 5773
Senior Traffic Engineer	78.7	3462 - 4207	7500 - 9116
Special Projects Engineer	69	2606 - 3167	5646 - 6863
Stormwater Program Administrator	75	3022 - 3673	6547 - 7958
Water Conservation Administrator	75	3022 - 3673	6547 - 7958
Group 3			
Accountant	58.5	2078 - 2527	4503 - 5474
Assessment District Specialist	58	1986 - 2414	4303 - 5230
Assistant Engineer	65	2361 - 2869	5115 - 6217
Assistant Planner	61	2139 - 2600	4634 - 5632
Code Compliance Officer	58	1986 - 2414	4303 - 5230
Construction Maintenance Supervisor	62	2192 - 2665	4750 - 5773
Fire Safety Inspector	60.5	2233 - 2713	4838 - 5879
Fleet & Facilities Maint. Supervisor	64	2303 - 2799	4990 - 6065
Management Assistant	61	2139 - 2600	4634 - 5632
Parks Maintenance Supervisor	64	2303 - 2799	4990 - 6065
Public Works Program & Contracts Coordinator	62	2192 - 2665	4750 - 5773
Recreation Supervisor	56	1890 - 2298	4096 - 4978
Utility Systems Supervisor	70	2671 - 3247	5787 - 7034
Wastewater Utilities Supervisor	64	2303 - 2799	4990 - 6065
Water Treatment Plant Supervisor	70	2671 - 3247	5787 - 7034
Water Utilities Supervisor	64	2303 - 2799	4990 - 6065
Group 4			
Administrative Assistant III	45	1441 - 1751	3121 - 3794
Human Resources Assistant	47	1514 - 1840	3279 - 3986
Human Resources Technician	53	1755 - 2134	3803 - 4623
Senior Administrative Assistant	49	1590 - 1933	3445 - 4188