Salary & Benefit Plan

For the City of Poway
July 1, 2017 - June 30, 2019
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Article 1. Wages

Wages shall increase by three and one-half percent (3.5%) effective the beginning of the pay period that includes July 1, 2017.

Wages shall increase by two percent (2%) effective the beginning of the pay period that includes July 1, 2018.

Wages shall be paid in accordance with the salary schedule attached as Exhibit A.

Article 2. 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.

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

<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>Vacation Leave Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 5</td>
<td>4.615 hours per pay period</td>
</tr>
<tr>
<td>After 5 years</td>
<td>5.538 hours per pay period</td>
</tr>
<tr>
<td>After 10 years</td>
<td>6.923 hours per pay period</td>
</tr>
<tr>
<td>After 15 years</td>
<td>7.662 hours per pay period</td>
</tr>
</tbody>
</table>

Annual vacation leave for Fire Battalion Chiefs working a 112-hour biweekly schedule shall be computed in accordance with the following schedule (using a multiplier of 1.4 times the rate for an employee working an 80-hour biweekly schedule):

<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>Vacation Leave Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 5</td>
<td>6.461 hours per pay period</td>
</tr>
<tr>
<td>After 5 years</td>
<td>7.753 hours per pay period</td>
</tr>
<tr>
<td>After 10 years</td>
<td>9.692 hours per pay period</td>
</tr>
<tr>
<td>After 15 years</td>
<td>10.727 hours per pay period</td>
</tr>
</tbody>
</table>
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.

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, except for Fire Battalion Chiefs working a 112-hour biweekly schedule.

For Fire Battalion Chiefs, in the event one or more holidays fall within a vacation leave period, vacation leave will be charged for the holiday(s) and the normal holiday pay set forth in Section 4 of this Article shall be paid.

An employee may elect to use accrued vacation leave for scheduled dental and medical appointments, treatments, procedures or other related activities.

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. A maximum of 40 hours may be converted, one time per fiscal year, on an hour-for-hour basis, at the employee’s current rate of pay. Fire Battalion Chiefs working a 112-hour biweekly schedule may convert a maximum of 56 hours, one time per fiscal year, on an hour-for-hour basis, at the current rate of pay.

- b. After conversion, the employee must have at least 80 hours remaining to his/her credit. Fire Battalion Chiefs must have 112 hours remaining after conversion.

- c. 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 Human Resources & Risk Management Director.

5. **Payout of Vacation Leave**

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave as required by law.
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.

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

<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>Vacation Leave Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 5</td>
<td>3.692 hours per pay period</td>
</tr>
<tr>
<td>After 5 years</td>
<td>4.615 hours per pay period</td>
</tr>
<tr>
<td>After 10 years</td>
<td>5.538 hours per pay period</td>
</tr>
<tr>
<td>After 15 years</td>
<td>6.462 hours per pay period</td>
</tr>
</tbody>
</table>

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.

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 based on impacts to coverage within and/or operations and services provided by the department.

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

An employee may elect to use accrued vacation leave for scheduled dental and medical appointments, treatments, procedures or other related activities.

4. Conversion of Accrued Vacation Leave

Annual conversion of a portion of accrued vacation to cash for Group 4 is permitted subject to the following guidelines:

a. A maximum of 40 hours may be converted, one time per fiscal year, on an hour-for-hour basis, at the employee's current rate of pay.

b. After conversion, the employee must have at least 80 hours remaining to his/her credit.
c. Requests for conversion by Group 4 employees shall be approved by the Director of Human Resources & Risk Management.

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.

**Section 2. Executive Leave**

**A. Group 1 – Management**

Employees designated in this group shall be entitled to sixty-four (64) hours executive leave each fiscal year. Executive leave hours will be prorated based on a new employee’s start date. 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 employee’s 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 - Management**

Employees designated in these groups, except for Fire Battalion Chiefs, shall be entitled to thirty-two (32) hours executive leave each fiscal year. Executive leave hours will be prorated based on a new employee’s start date. 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 employee’s 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.

**C. Pro-Rated Executive Leave**

Executive leave shall be granted upon hire or promotion on a prorated basis, based upon hire or promotion date.

**Section 3. Sick Leave**

**A. Sick Leave Use**

Sick leave shall be allowed for the following qualifying reasons:

- For the employee’s own illness or injury.
- For the employee’s own diagnosis, care, or treatment of an existing health condition; or preventative care, including medical and dental appointments.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee’s family member, including: parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling.
In accordance with California Kin Care Law, regular full-time employees may use available Family Sick Leave (FSL) to care for a family member. If FSL is exhausted, employees must use other available accrued leave (e.g., vacation).

- To obtain relief or services related to being the victim of domestic violence, sexual assault, or stalking, including the following, with appropriate certification of the need for such services:
  - A temporary restraining order or restraining order.
  - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
  - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
  - To obtain services from a domestic violence shelter, program, or rape crisis center as the result of an act of domestic violence, sexual assault, or stalking.
  - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
  - To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If an employee’s sick leave balance is exhausted, another paid leave (e.g. vacation, comp. time) will be used. Employees must use available sick leave for the first thirty days of a long-term personal illness, injury or disability.

B. Sick Leave Accrual

All probationary and regular employees within the unit who are employed in regular full-time positions shall accrue sick leave at a rate of 3.69 hours per pay period. Fire Battalion Chiefs working a 112-hour biweekly schedule shall accrue 5.538 hours of sick leave per pay period. Employees will not accrue sick leave while on leave-without-pay status. Accumulation of sick leave shall be unlimited.

C. Notification

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

Absent extenuating circumstances, failure to fulfill notification requirements will cause such time off to be considered leave of absence without pay.

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.
D. Family Sick Leave

An employee may use accrued sick leave up to forty-eight (48) hours in each fiscal year to care for a parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling. Fire Battalion Chiefs working a 112-hour biweekly schedule may use up to seventy-two (72) hours of accrued sick leave in each fiscal year as described herein. Employee must notify his/her supervisor in advance, if possible, when such leave is being taken and so note in the comments section of his/her time card, as well as on a Leave Request, if done in advance. An employee cannot use personal sick leave in place of Family Sick Leave and must use other available accrued leave when Family Sick Leave is exhausted.

E. Annual Conversion of Sick Leave

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

1. After conversion, employee must have a minimum balance of 168 hours of sick leave. Fire Battalion Chiefs working a 112-hour biweekly schedule must have a minimum balance of 235 hours after conversion.

2. Employee has used 32 hours (45 hours for Fire Battalion Chiefs) or less of sick leave in the immediately preceding 12 months.

3. Employee must 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 (a maximum of 56 hours for Fire Battalion Chiefs). 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

Fire Battalion Chiefs Only:
Example: employee used 24 hours in preceding 12 months
144 hours of annual accrual x 50% = 72 hours
72 hours - 24 used = 48 hours converted to cash

F. Retirement Health Savings Plan (RHSP)

1. Employees in Group 1 that satisfy the provisions contained in Article 2, Section 3.E.(1-3) of the Management/Confidential Group Salary and Benefit Plan must contribute 100% of their annual sick leave conversion to a Retirement Health Savings Plan account as a cash deposit.

2. Employees in Group 2-4 that satisfy the provisions contained in Article 2, Section 3.E.(1-3) of the Management/Confidential Group Salary and Benefit Plan must contribute 50% of their annual sick leave conversion to a Retirement Health Savings Plan account as a cash deposit (e.g., an employee that is eligible to convert 40 hours...
of sick leave would receive the equivalent of 20 hours in cash and the equivalent of 20 hours would be contributed to their RHSP account as a cash deposit).

3. Any fees related to the RHSP will be paid by employees.

4. The annual RHSP contribution shall take place in the last full pay period of the fiscal year.

5. In the event of an employee’s death, if the employee is a participant in the RHSP and does not have a surviving spouse or surviving IRS qualified dependent/s, the employee’s Retirement Health Savings Plan account balance shall remain in the trust (i.e., RHSP) to be allocated among all RHSP Management/Confidential employee participants. The allocation will be on a pro-rata share, based upon RHSP Management/Confidential employee participant account balances.

G. 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.

1. Upon retirement, employee will receive 50% of all sick leave hours accrued in the form of a deposit to their Retirement Health Savings Plan account. Effective the pay period that includes July 1, 2017, payout of sick leave shall be provided on a graduated scale for employees who retire, based on years of service as follows:

   a. An employee who retires after 5-9 years of service will receive 50% cash-out, with a cap of $6,365.25 beginning July 1, 2017, and $6,524.38 beginning July 1, 2018.

   b. An employee who retires after 10-14 years of service will receive 50% cash-out, with a cap of $8,487.00 July 1, 2017, and $8,699.18 beginning July 1, 2018.

   c. An employee who retires after 15, or more, years of service will receive 50% cash-out with a cap of $10,608.75 beginning July 1, 2017, and $10,873.97 beginning July 1, 2018.

   d. Each cap will increase by the same percentage as across-the-board wage increases, beginning with the July 1, 2017, wage increase.

2. Upon leaving City employment for reasons 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.

3. 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:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>3rd Monday - January</td>
</tr>
<tr>
<td>President's Day</td>
<td>3rd Monday - February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday - May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday - September</td>
</tr>
<tr>
<td>Veteran's Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday - November</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>4th Friday - November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.

To be eligible for holiday pay, an employee must be in a paid status in the pay period that includes the holiday.

B. Additional One-Time Designated Holidays

Monday, December 24, 2018, and Monday, December 31, 2018, will also be observed as additional one-time designated holidays. At the discretion, direction and approval of the Department Director, some employees may have to work due to operational demands.

C. Holiday Pay

The City will pay nine hours for each Designated Holiday for those employees whose regular work schedule is a nine-hour workday. For holidays falling on a Friday, holiday pay shall be eight hours. Holiday pay will remain at eight hours for any employee whose regular work schedule is an eight-hour workday. Employees in this unit shall be paid holiday pay, whether on or off duty on a Designated Holiday. This does not apply to Fire Battalion Chiefs.
Holiday pay for Fire Battalion Chiefs shall be 12 hours pay at their regular rate of pay. In addition to regular pay for hours worked, Fire Battalion Chiefs shall be paid holiday pay whether on or off duty on the holidays above. In the event a Fire Battalion Chief is scheduled to work on a Designated Holiday and is out on sick leave, the normal holiday pay will be paid.

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.

If a Designated Holiday falls on an employee’s regular day off, or on a day that City Hall is closed (i.e. dark Friday), the employee will receive eight (8) flex day accrual hours, which can be used in one-hour increments following the pay period in which it is received. Effective the pay period that includes July 1, 2015, employees covered by this Salary and Benefits Plan document will be allowed to accumulate flex day accrual hours up to a cap of 24 hours. Once the cap is reached, an employee will not receive additional flex day accrual hours until such time as the employee uses flex day accrual hours below the cap.

Section 5. Bereavement Leave
In the event of a death in the family, regular and probationary employees shall be eligible for up to forty (40) hours of paid bereavement leave to attend the funeral or make funeral arrangements. Safety employees working a 112-hour biweekly schedule shall be eligible for up to forty-eight (48) hours off with pay. Bereavement leave is subject to the following provisions:

A. The relatives designated shall include child, parent, sibling, grandparent, grandchild, and domestic partner. It also includes “in-law” relatives and those relationships generally called "step".

B. Bereavement leave is not compensable when the employee is on leave of absence, bona fide layoff, or for days falling outside the employee’s regular work period.

C. 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 & Risk Management Director or designee.

Section 6. Benefit Day Hours
In addition to provisions for vacation, sick leave, and holidays set forth elsewhere herein, employees covered by this Salary & Benefits Plan document shall be entitled to 16 benefit day hours each fiscal year. Benefit day hours will be prorated based upon an employee’s hire date. Eight (8) of the sixteen (16) benefit day hours are for Cesar Chavez Day which 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. If Cesar Chavez Day becomes a fixed holiday as described herein, the number of benefit day hours shall be reduced to eight (8). The times at which an employee may use benefit day hours 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 based on impacts to coverage within and/or operations and services provided by the department. Benefit day hours may be taken in one-hour increments. If not taken by the end of the second pay period in June, any remaining benefit day
hours shall be forfeited. Employees who terminate employment shall be paid in a lump sum for the value of any remaining benefit day hours.

Fire Battalion Chiefs are not entitled to benefit day hours.

**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 3. Payroll and Workweek**

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. Except for Fire Battalion Chiefs, it is recognized that employees in these groups may be required to work hours in excess of 40 hours in a workweek, 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 workweek from Monday through Sunday is established at 40 hours for all full-time employees in the group.

2. The Director of Safety Services and Deputy Fire Chief will be provided supplemental compensation at one-and-one-half (1.5) 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. At no time shall payment exceed the reimbursement amount received by the City. The City Manager must approve the supplemental compensation.

3. Fire Battalion Chiefs shall be assigned to a 112-hour biweekly work schedule. The Director of Safety Services may assign Fire Battalion Chiefs to an 80-hour biweekly schedule at which time compensation and benefits shall be adjusted to reflect the biweekly work schedule typical of employees in the Group. Fire Battalion Chiefs shall be compensated at a straight time rate for all hours worked in excess of the employee’s regular scheduled time, subject to approval of the Director of Safety Services.

Overtime compensation shall be at one-and-one-half (1.5) times for all hours worked beyond scheduled duty when assigned to a mutual aid incident and reimbursement funding is expected. Fire Battalion Chiefs providing coverage during these deployments shall receive overtime compensation at one-and-one-half (1.5) times their normal rate for hours worked outside of the employee’s regular scheduled time.
Fire Battalion Chiefs assigned to a 112-hour biweekly work schedule are permitted to trade shifts as approved by the Director of Safety Services. Shift trade requests are made voluntarily by the employees involved and shall not cause overtime compensation.

B. Groups 3 and 4 - Professional/Confidential

1. **Hours of Work**
   a. Employees are required to record their time using standard, not military, time.
   
   b. Employee time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour (15 minutes) of work time.
   
   c. The 9/80 work schedule shall be defined as working eight (8) nine (9) hour, days and one (1) eight (8) hour day in a two week pay period, totaling forty hours in each FLSA workweek. For all employees working a 9/80 work schedule, their designated FLSA workweek shall begin exactly four hours after the start time of the employee’s eight (8) hour shift on the day of the week that corresponds with the employee’s alternating day off.

2. **Overtime**

   No employee may work overtime without advance approval. Employees who do not secure prior approval may be subject to disciplinary action pursuant to established guidelines for discipline.

   For full-time employees, hours worked on Sundays and holidays, as defined in Article 2, Section 4, which fall outside an employee’s regular work schedule, shall be paid at double the employee's base hourly rate of pay.

   Employees in this group shall be paid one and one-half times (1.5) their hourly rate of pay for all hours worked beyond their regularly scheduled hours in one FLSA 40-hour workweek.

   A minimum of two hours pay at the rate of time and one-half (1.5) shall be paid for each incident of callback overtime. Callback overtime is unscheduled overtime as opposed to scheduled overtime or an early start or extended shift.

   If an employee responds to a trouble call via telephone outside normal work hours, the employee will be compensated for telephone time in 15-minute increments on an overtime basis, consistent with Article 3(B)(1)(b).

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 based on impacts to coverage within and/or operations.
and services provided by the department. Compensatory time off, in lieu of overtime, shall be taken as one and one-half (1.5) 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. An employee’s CTO balance will be cashed out to zero in the final pay period of the fiscal year at the employee’s rate of pay at the time of the cash out. 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.

d. Upon separation from employment, an employee’s CTO balance will be cashed out at the employee’s then base hourly rate of pay.

**Article 4. Benefits**

**Section 1. Medical and Dental**
Beginning February 1, 2018, employees shall be covered by medical and dental benefits on the first date of employment 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 for any PPO plans. The City agrees to increase the City contribution for dependent care for HMO medical plans to 60%. The employee will contribute 40% of the dependent contribution. This will take effect with the plan year beginning December 1, 2017. 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**
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**
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 (1.5) 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 full biweekly pay period, $106.23 per Group 2A employee per full biweekly pay period, $87.77 per Group 2B employee per full biweekly pay period, and $69.21 per Group 3 and Group 4 employees per full biweekly 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:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Accumulated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>From date of hire until second anniversary</td>
<td>0% of accumulated value</td>
</tr>
<tr>
<td>Second anniversary of employment</td>
<td>20% of accumulated value</td>
</tr>
<tr>
<td>Third anniversary of employment</td>
<td>40% of accumulated value</td>
</tr>
<tr>
<td>Fourth anniversary of employment</td>
<td>60% of accumulated value</td>
</tr>
<tr>
<td>Fifth anniversary of employment</td>
<td>80% of accumulated value</td>
</tr>
<tr>
<td>Sixth anniversary of employment</td>
<td>100% of accumulated value</td>
</tr>
</tbody>
</table>

A. Group 1 - Management

All employees in this group are required to contribute $200 per biweekly pay period to the 401(a) Deferred Compensation Plan.

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. Computer Loan Program (Employee Computer Purchase Policy & Procedures)

Any regular City employee who has completed his/her initial probationary period is eligible to apply for a loan under the City’s Computer Program. Participants must agree to comply with the requirements and provisions of the Program. Participants will be eligible to make an initial computer purchase or upgrade their existing computer system through this program.

Maximum loan amounts are established based upon the type of computer system being purchased, per the City’s policy.

Section 6. Short Term / 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**

The benefits provided under these insurance plans will be 66\(^{2/3}\) percent of the employee's base salary to a maximum of $10,900 per month. The insurance carrier is responsible for acceptance of the claim and calculating the exact benefit amount, based on each individual's income status.

The insurance carrier requires a 30-day waiting period for short-term disability income insurance 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 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.

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

B. **Groups 2-4 – Management/Confidential**

The benefits provided under these insurance plans will be 66\(^{2/3}\) percent of the employee's base salary to a maximum of $9,500 per month. The insurance carrier is responsible for acceptance of the claim and calculating the exact benefit amount, based on each individual's income status.

The insurance carrier requires a 30-day waiting period for short-term disability 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 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.

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

**Section 7. 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/her 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.

An employee of the City 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 8. State Disability Insurance
The City does not participate in the State Disability Insurance program.

Section 9. Flexible Spending Benefits Program
The City will maintain a Flexible Spending 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 10. Part-Time Employee Benefits
Employees covered by this Salary and Benefit Plan document, working less than full time, will be eligible for all benefits as dictated by this Plan document from the date of hire, but will have their benefits prorated to the ratio of the hours they work to 2,080 hours.

Article 5. Special Pay

Section 1. Tuition Reimbursement
A. 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:

1. The employee has received at least a satisfactory rating on his/her last performance report;

2. The subject matter of the course relates directly to and contributes toward the performance of the employee’s position with the City;

3. The employee submits a Request for Tuition Reimbursement form to the department Director and Human Resources within three (3) weeks after the beginning of the course.
The form shall be accompanied by a description of the course provided by the education institution (e.g., course catalog description), which describes the course content; and

4. Before receiving reimbursement, the employee shall furnish proof of payment and evidence that he/she has completed the course with:
   a. 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, or
   b. A "pass" or "credit" for those classes where a pass/fail or credit/no credit grading system is used.

B. Regular City employees may also request reimbursement for actual cost paid for tuition, books and required technical supplies and equipment, to a maximum of $1,500 per fiscal year per employee, for courses that result in the issuance of Continuing Education Units (CEUs) or Continuing Education contact hours required for certification renewal, so long as:

1. The employee has received at least a satisfactory rating on his/her last performance report;

2. The subject matter of the course relates directly to and contributes toward the performance of the employee’s position with the City;

3. The employee submits the Request for Tuition Reimbursement to the department Director and Human Resources prior to the course. The employee shall include with the Request a description of the course from the provider offering the course, demonstrating that the course is acceptable for continuing education contact hours. Failure to obtain preapproval risks that the course is deemed ineligible and the employee cannot be reimbursed; and

4. Prior to receiving reimbursement, the employee shall furnish proof of payment, evidence that he/she has completed the course and verification or proof that all eligible CEUs or contact hours were earned and awarded for the course.

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 $200 per fiscal year.

Uniform allowance as defined by the California Public Employees Retirement System (CalPERS) is a form of “compensation” for “classic members” of CalPERS for CalPERS purposes only. As such, any uniform allowance or the value of uniforms provided by the City will be reported to CalPERS as part of the employee’s annual gross income for purposes of computing the employee’s and City’s CalPERS contribution. Under the California Public Employees’ Pension Reform Act (PEPRA), a uniform allowance or the value of uniforms is not considered pensionable compensation for “new members” of CalPERS.
Section 3. Acting Pay

A. Groups 1-3 – Management

1. Out-of-Class (OCA) Assignment

An employee acting for an uninterrupted period of eighty (80) or more consecutive working hours in a higher classification or rank will be compensated at the rate of pay for that higher classification or rank that is at least five percent (5%) above the employee’s current rate of pay. Payment shall be retroactive to the first day of such services. If at the time the OCA assignment is requested and approved, it is known that the assignment will be longer than 80 consecutive working hours, pay for the OCA assignment shall begin on the first day of the assignment. This provision does not apply to bona fide education, training and development, job enlargement, or job enrichment.

Pursuant to Government Code Section 20480, employees may not work in an out-of-class assignment or appointment more than 960 hours per fiscal year.

Pay associated with an out-of-class assignment for Classic Member employees is compensation earnable under and reportable to CalPERS, however it is not pensionable compensation for New Members under PEPRA.

2. Partial Responsibility

An employee specifically assigned to perform a portion of the duties of the higher-level position for 80 or more consecutive working hours, shall receive additional compensation of five percent above the employee’s current rate of pay. Payment shall be retroactive to the first day of such services. If at the time the partial OCA assignment is requested and approved, it is known that the assignment will be longer than 80 consecutive working hours, pay for the OCA assignment shall begin on the first day of the assignment. The assignment shall be specifically assigned in writing via the Out-of-Class Assignment form and signed by the department Director or his/her designee.

Pursuant to Government Code Section 20480, employees may not work in a partial out-of-class assignment or appointment more than 960 hours per fiscal year.

Pay associated with a partial out-of-class assignment for Classic Member employees is compensation earnable under and reportable to CalPERS, however it is not pensionable compensation for New Members under PEPRA.

B. Group 4 – Confidential

1. Out-of-Class (OCA) Assignment

An out-of-class assignment is a temporary assignment of a regular employee to an authorized classification at a higher level of pay that requires the employee to perform the full range of duties of the higher classification. Employees who perform the full range of duties of a higher-level position for eighty (80) or more consecutive working hours, in which there is no appointed incumbent or in which the incumbent is on paid or unpaid leave, shall be compensated at the rate of pay for that higher classification or rank that is at least
five percent (5%) above the employee’s current rate of pay. Payment shall be retroactive to the first day of such services. If at the time the OCA assignment is requested and approved, it is known that the assignment will be longer than 80 consecutive working hours, pay for the OCA assignment shall begin on the first day of the assignment. 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 his/her designee.

Once the initial out-of-class terminates, the eighty (80) hour consecutive work hour elimination period will be waived for any additional out-of-class assignments that occur within the calendar year, provided that the employee is working in the same out-of-class classification regardless of work area assignment.

Service in an out-of-class assignment shall not alter an employee’s performance evaluation date.

Pursuant to Government Code Government Code Section 20480, employees may not work in an out-of-class assignment or appointment more than 960 hours per fiscal year.

Pay associated with an out-of-class assignment for Classic Member employees is compensation earnable under and reportable to CalPERS, however it is not pensionable compensation for New Members under PEPRA.

2. Partial Responsibility

An employee specifically assigned to perform a portion of the duties of the higher-level position for 80 or more consecutive working hours, shall receive additional compensation of five percent above the employee’s current rate of pay. If at the time the OCA Assignment is requested and approved, it is known that the assignment will be longer than 80 consecutive working hours, pay for the OCA assignment shall begin on the first day of the assignment. The assignment shall be specifically assigned in writing via the Out-of-Class Assignment form and signed by the Department Director or his/her designee.

Pursuant to Government Code Government Code Section 20480, employees may not work in a partial out-of-class assignment or appointment more than 960 hours per fiscal year.

Pay associated with a partial out-of-class assignment for Classic Member employees is compensation earnable under and reportable to CalPERS, however it is not pensionable compensation for New Members under PEPRA.

C. Consecutive Hours Worked

For purposes of determining the period of eighty (80) consecutive work hours, paid holidays, vacation, and sick leave will apply toward hours worked, whether OCA pay begins immediately or is retroactively applied.

D. Nature of Assignment

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. 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 Fire Battalion Chiefs or 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 6. 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 are governed by the provisions of any policy and/or agreement in effect for such other recognized employee unit.

Section 2. Layoff and Reemployment

A. Group 1-4 – Management/Confidential

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.

1. 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.

2. 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.

3. 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.

4. 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.

Section 4. Rehire after Resignation
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) continuous years of 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, sick leave, and other benefits (with the exception of the PARS retirement benefit), to which they are otherwise entitled as if there had been no break in service. The PERS formula may change if there is a break in service longer than six months. However, the employee will not maintain their previous anniversary date and is subject to a new probationary period.

Section 5. Physical Examinations
Physical examinations required by the City as a condition of employment or continued employment shall be paid for by the City.
Article 7. 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.

The use of the terms “classic member” and “new member” shall be as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and those rules and regulations adopted by CalPERS to implement PEPRA.

“Classic members” are those members who entered into membership with a retirement system on or before December 31, 2012, who do not meet the definition of “new member” in Government Code section 7522.04(f).

A “new member” is defined in Government Code section 7522.04(f) as any of the following:

1. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date; or

2. An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Govt. Code 7522.02; or

3. An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

A. Miscellaneous Employees

For employees hired on or before December 31, 2011, and considered “classic members” as defined above:

Effective the first pay period that includes July 1, 2017, each employee covered by this Salary and Benefits Plan document, who is considered a classic member will contribute eight percent (8.0%) of his/her PERSable salary (excluding overtime) on a pre-tax basis towards the “member contribution” portion of their CalPERS retirement account.

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

1. The retirement benefit formula known as 2% at 55 formula;
2. The Indexed Level 1959 Survivor Benefits; and
3. The One Year Final Compensation option.

For employees hired after December 31, 2011, and considered “classic members” as defined above:
The City amended its contract with CalPERS to create a second-tier retirement plan effective January 1, 2012. The second-tier will apply to those employees hired after December 31, 2011, and considered “classic members.” The second-tier provides:

1. The retirement benefit formula known as 2% at 60 formula;
2. The Indexed Level 1959 Survivors Benefits; and
3. Final Compensation 3 Year.

Effective the first pay period that includes July 1, 2017, an employee in the second-tier covered by this Salary and Benefits Plan document, who is considered a classic member will contribute eight percent (8.0%) of his/her PERSable salary (excluding overtime) on a pretax basis towards the “member contribution” portion of their CalPERS retirement account.

For employees hired on or after January 1, 2013, and considered “new members” as defined above:

City will provide under its contract with CalPERS:

1. The retirement benefit formula known as 2% at 62 formula;
2. The Indexed Level 1959 Survivor Benefit
3. Final Compensation 3 Year; and

Employees considered “new members” shall pay 50% of the “normal cost” (as determined by CalPERS annually) on a pre-tax basis.

B. Safety Employees:

For employees hired on or before December 31, 2011, and considered “classic members” as defined above:

Effective the first full pay period that includes July 1, 2017, each safety employee covered by this Salary and Benefits Plan document, who is considered a classic member will contribute ten percent (10%) of his/her PERSable salary (excluding overtime) on a pre-tax basis towards the “member contribution” portion of their CalPERS retirement account.

The City currently contracts with the California Public Employees’ Retirement System (CalPERS) to provide the following system features:

1. The retirement formula known as 3% at 50 formula;
2. Final Compensation 3 Year;
3. The Index Level of 1959 Survivors Benefit; and
4. Pre-Retirement Optional Settlement 2 Death Benefit.

For employees hired after December 31, 2011, and considered “classic members” as defined above:

The City amended its contract with CalPERS to create a second-tier retirement plan effective January 1, 2012. The second-tier will apply to employees hired after December 31, 2011 and considered “classic members”. The second-tier shall provide:

1. The retirement formula known as 3% at 55 formula;
2. The Index Level 1959 Survivors Benefits;
3. Final Compensation 3 Year; and
4. Pre-Retirement Optional Settlement 2 Death Benefit.

Effective the first full pay period that includes July 1, 2017, a safety employee in the second-tier covered by this Salary and Benefits Plan document, who is considered a classic member, will contribute ten percent (10%) of his/her PERSable salary (excluding overtime) on a pretax basis towards the “member contribution” portion of their CalPERS retirement account.

For employees hired on or after January 1, 2013, and considered “new members” as defined above:

Employees in this group shall receive:
1. The retirement formula known as 2.7% at 57 formula; and
2. Final Compensation 3 Year; and
3. The Index Level of 1959 Survivors Benefit

Effective with the pay period including July 1, 2013, employees considered “new members” shall pay 50% of the “normal cost” (as determined by CalPERS annually). Currently, 50% of the “normal cost” is eleven and one-half percent (11.5%), which the “new member” employee will contribute on a pre-tax basis.

Section 2. PARS

A. 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 hired on or before January 9, 2012. 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.

B. The PARS supplemental benefit applies as follows:

1. Group 1 - Tier VI:
   a. was an employee of the City before March 28, 2008; and
   b. is at least 55 years of age; and
   c. has completed at least 5 years of continuous service with the City.

2. Group 1 - Tier VII:
   a. was an employee of the City on or after March 28, 2008, but hired on or before January 9, 2012; and
   b. is at least 55 years of age; and
   c. has completed at least 5 years of continuous service with the City.

3. Groups 2-3 - Tier III:
   a. was an employee of the City on or after March 28, 2008, but hired on or before January 9, 2012; and
   b. is at least 55 years of age; and
c. has completed at least 10 years of continuous service with the City.

4. **Group 2-4 - Tier II:**
   a. was an employee of the City before March 28, 2008; and
   b. is at least 55 years of age; and
   c. has completed at least 10 years of continuous service with the City.

5. **Group 4 - Tier IV:**
   a. was an employee of the City on or after March 28, 2008, but hired on or before January 9, 2012; and
   b. is at least 55 years of age; and
   c. has completed at least 20 years of continuous service with the City.

C. The PARS supplemental benefit is not available to employees hired after January 9, 2012.

**Article 8. Personnel Rules**

All other employee rights, privileges, and benefits are included in the Personnel Rules of the City of Poway.
<table>
<thead>
<tr>
<th>Classification Title</th>
<th>Range No.</th>
<th>Approx. Monthly Salary Range</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
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# City of Poway
## Management / Confidential Salary Schedule

### Classification Title

<table>
<thead>
<tr>
<th>Group 3 Non-Exempt</th>
<th>Range No.</th>
<th>Range</th>
<th>Approx. Monthly Salary Range</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
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<td>5,675 - 6,761</td>
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<td>30.8295</td>
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### Group 4 Non-Exempt

<table>
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<tr>
<th>Classification Title</th>
<th>Range No.</th>
<th>Range</th>
<th>Approx. Monthly Salary Range</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
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<th>Step E</th>
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<td>30.0776</td>
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<td>25.9210</td>
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<td>28.5780</td>
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*This note added just for clarification purposes: Salaries referenced in this schedule were originally approved by the Poway City Council on June 20, 2017, to be effective June 18, 2018. The effective date noted above is in reference to classification updates approved by the City Council on June 19, 2018, as part of the FY2018/19 budget process.*