Menlo Park Fire Protection District

Unrepresented Chief Officers Compensation Plan



Table of Contents

SECTION	I. COMPENSATION				
Α.	UNREPRESENTED CHIEF OFFICER COMPENSATION POLICY				
В.	BASIC PLAN ELEMENTS				
C.	COMPENSATION ADJUSTMENT AUTHORIZATION				
SECTION	II. SPECIAL COMPENSATION, BENEFITS & MISCELLANEOUS				
Α.	DEPLOYMENT PAY6				
В.	DISTRICT HOLIDAYS				
C.	BACKFILL PAY7				
D.	RESIDENCY PAY7				
Ε.	WORKING ABOVE CLASSIFICATION PAY – TEMPORARY UPGRADE PAY				
F.	JOB DESCRIPTION REVIEW				
G.	UNIFORMS				
Н.	GROUP INSURANCE				
١.	EMPLOYEE ASSISTANCE PLAN				
J.	FLEX SPENDING PROGRAM11				
К.	LEAVES12				
L.	RETIREMENT PENSION				
М.	COMMUTE INCENTIVES				
N.	EDUCATION REIMBURSEMENT				
0.	AT-WILL STATUS				
Ρ.	RELOCATION FINANCIAL PACKAGE16				
Q.	GRIEVANCES16				
R.	POLICY AND PROCEDURES				
ATTACHMENT A – SALARY SCHEDULE					
A. Salary Schedule effective first full pay period in January 2024					

As used in this Unrepresented Chief Officers Compensation Plan, the term unrepresented chief officers refers to unrepresented management safety employees other than Battalion Chiefs and the Fire Chief, which currently is the classifications of Deputy Fire Chief, Division Chief, Fire Marshal, and Assistant Fire Marshal. The Fire Chief shall be the responsible decision-maker under this Plan.

SECTION I. COMPENSATION

A. UNREPRESENTED CHIEF OFFICER COMPENSATION POLICY

The District's policy is to establish and maintain a general structure based on marketplace norms and internal job alignment with broad compensation grades and ranges. Structures and ranges will be reviewed and updated as necessary based on marketplace survey data, internal relationships, the District's financial condition, recruitment and retention, and other applicable factors.

Individual compensation adjustments will be considered by the Fire Chief based on performance factors, including achievement of predetermined objectives, in addition to the above-listed factors relevant to compensation adjustments and the District's compensation structure.

B. BASIC PLAN ELEMENTS

1. Structure

The compensation plan includes a separate salary range for each classification with a span of 30%, measuring from the bottom to the top of the range. All chief officer classifications will be assigned an appropriate pay range. Actual salary within the range is determined by experience and performance.

Competitive total compensation marketplace studies by classification will be conducted as needed by surveying a minimum of five organizations similar to the District in number of employees, budget, population, location, and/or services provided when possible. The results of these studies may support adjustment of the pay range structure. Such adjustments would only affect the salary administration framework, not individual salaries within a salary range.

2. Compensation Adjustment

Effective the first full pay period in January 2024 the pay ranges for all classifications covered by this compensation plan will be increased by 4.5%. All adjustments to pay ranges and an employee's individual pay shall correspond with the first day of the full pay period. Any pay

increase that would otherwise be due in the middle of the pay period shall be made effective on the first day of the following pay period.

a) Base Compensation

Compensation for chief officers is paid semi-monthly. The semi-monthly base pay must fall within the established pay range for each classification.

Base pay increases are earned and authorized in accordance with this compensation plan and are based upon an employee's growth within the position and performance, which must meet or exceed position standards defined through the performance appraisal process described in subsection b) below, in addition to the other factors discussed above in the District's compensation policy. Base pay increases for performance shall be authorized only on an annual basis based on an employee's anniversary date.

Employees who receive an overall rating of "Meets" or "Exceeds" expectations on their annual performance evaluation and who have not been on a performance improvement plan during the year preceding the employee's anniversary date will be eligible for consideration of an adjustment to base compensation. An employee's manager may award a base pay increase to an employee that did not receive a base pay increase on the employee's anniversary date to be effective at a later date should the employee's performance improve.

b) Performance Appraisal

Performance appraisals should be conducted annually by an employee's anniversary date. This process includes both review of the previous performance appraisal and preparation of the performance appraisal for the next review period. Performance appraisals are jointly prepared by the employee and supervisor with the concurrence of the division manager or the Fire Chief. The performance appraisal shall contain measurable objectives that place special emphasis on position description duties and/or specific assignments. Progress toward meeting objectives shall be monitored periodically. The performance appraisal should be completed in a manner that will achieve the following objectives:

- Define the employee's job duties and expected performance level for the next review period to ensure that both the employee and supervisor have a clear understanding of the employee's role and responsibilities;
- Evaluate and document past performance to serve as a basis for establishing and obtaining future performance standards/objectives;

- Facilitate two-way communication and understanding between the employee and their supervisor;
- Counsel and encourage employees to work toward a learning development plan and realize their full potential;
- Establish future work plan objectives.

Performance appraisals should include job-related projects or special goals related to regular job duties when applicable. At the conclusion of the review period, supervisors shall make a final determination of the overall performance rating.

Recommendations shall be forwarded to Human Resources and the Fire Chief who will then determine individual pay adjustments according to the provisions of the compensation plan. Each division will ensure that metrics tie to the performance appraisal. The performance appraisal process should be completed annually, on or by the employee's anniversary date.

C. UNREPRESENTED CHIEF OFFICER COMPENSATION ADJUSTMENT AUTHORIZATION

- 1. The Fire Chief is authorized to pay salaries in accordance with this Plan to employees in an amount not to exceed the Board-approved budgeted salaries for the applicable fiscal year.
- 2. Compensation authorized by the Fire Chief under this plan must be within the established range for the individual's classification, as authorized in the attached salary schedule.
- 3. The Fire Chief is authorized to establish administrative rules necessary to implement this Plan subject to the limitations set forth herein.

Notwithstanding any other provision of this Plan, in the event of a downward adjustment to a classification range or an employee who is assigned to a lower job classification, which would otherwise require a reduction in the established salary of an individual employee, the Fire Chief may, if circumstances warrant, continue the salary for such employee in an amount in excess of the revised range limit. Such interim salary rate shall be defined as "Y-rated." Employees receiving "Y-rated" pay amounts shall not be eligible for any increase to their base salary unless and until the amount of the "Y-rated" salary is less than the maximum published pay rate for the classification.

SECTION II. SPECIAL COMPENSATION, BENEFITS & MISCELLANEOUS

This section applies to all eligible unrepresented chief officer classifications. Eligibility shall be in conformance with the District's Policies and Procedures, Regulations, and/or Administrative Directives issued by the Fire Chief for the purposes of clarification and interpretation.

A. DEPLOYMENT PAY

OES/Wildland/FEMA Deployments

When an unrepresented chief officer is deployed, as required by the Fire Chief, they shall be paid as set forth above on days the employee is not normally scheduled to work. On days the employee is normally scheduled to work, the employee shall be paid their salary plus the pay set forth above for each hour worked in addition to the normally scheduled day. Time for each 24hour shift shall start at 12:00 AM to 11:59 PM.

Compensation for time worked on deployment where the District is being reimbursed by another government agency shall be in conformance with the District guidelines and policies and procedures, and equal to 1.5 times the hourly rate for the mid-point of the salary range for the applicable classification as of the first full pay period in February each year, which rate shall remain in effect until the first full pay period in February of the next year. Per CalPERS rules, this pay shall not be included as "special compensation" as defined by CalPERS.

B. DISTRICT HOLIDAYS

The following are recognized as District paid holidays:

New Year's Day	Indigenous Peoples' Day		
Martin Luther King Jr. Day	Veterans Day		
President's Day	Day Before Thanksgiving Day		
Memorial Day	Thanksgiving Day		
Independence Day	Christmas Day		
Labor Day	Day After Christmas		

1. Observance

In the event that a holiday is observed on an employee's regularly scheduled day off, the employee will be permitted to observe the holiday on the regularly scheduled work day which immediately precedes or succeeds the holiday. A Friday or Saturday holiday shall be observed on the previous Thursday. A Sunday holiday shall be observed on the following Monday. If a District paid holiday falls during the employee's scheduled vacation, the holiday will not be counted as vacation taken.

In order to receive holiday pay, an employee must be in paid status on the day immediately preceding and immediately following the date on which the holiday is observed. The number of hours that an employee will receive in holiday pay will be the same as the number of hours that the employee would have regularly worked if not for the holiday. If an employee is on a paid leave of absence when the holiday is observed, the number of hours that the employee will receive in holiday pay will equal the number of hours in which the employee was in paid status on the days immediately preceding and succeeding the holiday. An employee who separates or commences an unpaid leave of absence on the last scheduled workday preceding a holiday will not receive holiday pay.

C. BACKFILL PAY

When a Division Chief is called to duty to cover in the absence of a shift employee, and the Fire Chief deems it necessary to have the employee provide this coverage, the employee will be paid at a rate of 1.5 times the hourly rate for the mid-point of the salary range for the applicable classification as of the first full pay period in February each year, which rate shall remain in effect until the first full pay period in February of the next year, in increments of not less than four (4) hours. Per CalPERS rules, this pay is not considered "special compensation" as defined by CalPERS and will not be reported to CalPERS.

D. RESIDENCY PAY

In the interest of supporting employees who choose to live in close proximity to the District for faster response in an emergency, the District will provide a tiered residency pay benefit. The following shall be paid to those who live within the designated number of driving miles from 170 Middlefield Road, Menlo Park, CA 94025:

- a. For employees living with 10 driving miles: \$1000/month
- b. For employees living with 20 driving miles: \$800/month
- c. For employees living with 30 driving miles: \$600/month

Employees who live within 10, 20 or 30 "air miles" of 170 Middlefield Road, Menlo Park, CA 94025 on January 1, 2022 shall be grandfathered as a recipient of the residency pay amounts listed above based on the same number (10, 20 or 30) of driving miles from 170 Middlefield Road, Menlo Park, CA 94025 until such time as their residence changes. At and after their residence changes, these employees will no longer be grandfathered and will be eligible for residency pay based on the driving miles requirements set forth above, as applicable to other chief officers.

Per CalPERS rules, residency pay will not be reported as "special compensation" for purposes of pension benefits.

Note: Employees who utilize District housing are not eligible for residency pay.

E. WORKING ABOVE CLASSIFICATION PAY – TEMPORARY UPGRADE PAY

Where employees, on a temporary basis, are assigned to perform all significant duties of a higher classification for a period of one month or more, the Fire Chief may authorize payment within the range of the higher classification for the specified time frame. Working above classification will not exceed six months, unless renewed at the discretion of the Fire Chief. On expiration of that timeframe, working above classification pay will cease and the employee will return to their former pay level. Working above classification pay shall not exceed 10.0% more than the employee's current salary and shall be documented on a personnel action form, with a description of the upgraded duties in the higher classification and an end date. Eligibility for CalPERS specialty pay shall follow the regulations and rules set by CalPERS.

F. JOB DESCRIPTION REVIEW

Employees on an annual basis may request to have their job classification reviewed. This review shall include a review of the required knowledge, skills, and abilities, as well as the specific job duties. The employee shall submit this request to their supervisor for comment. The supervisor will then submit the request to Human Resources for final review. If the supervisor and Human Resources recommend revisions, they shall provide such recommendations to the Fire Chief. The Fire Chief shall have final discretion regarding any job description changes. Changes to a job description will not necessarily result in a change to compensation. Any recommended change that results in a change in classification title and revised salary range must be approved by the Board prior to implementation.

G. UNIFORMS

Employees may be reimbursed for the cost, maintenance, cleaning and alterations of their uniforms up to \$900 per year. Employees shall submit receipts justifying all expenditures to Finance no later than June 15 for reimbursements in July and no later than December 15 for

reimbursements in January of the following year. If an employee's uniform is damaged during execution of their duties and cannot be repaired, the District shall replace the damaged uniform element(s).

H. GROUP INSURANCE

1. Effective Date of Coverage for New Employees

Coverage begins on the first day of the month following date of hire for health and vision insurance (if elected), PEHP, long term disability and life insurance plans. The health plan administrator, CalPERS, collects the cost of the full premium as of the effective date of enrollment, therefore, the District shall contribute the full Café plan amount as of the effective date of enrollment.

- 2. Active Employee Health Plan
 - a) For health coverage beginning January 1, 2024, the Health Benefit Allowance and the maximum District contribution towards medical premiums for eligible full-time employees in each employee category (employee only, employee + 1, employee + family) shall be based on the following enrollment tiers for which employees are eligible and enroll, which amount includes the statutory PEMCHA minimum.

Employee Only	Employee +1	Family	
\$1,152.00	\$2,303.00	\$2,994.00	

- b) The District's total maximum contribution towards medical premiums is pro-rated based on hours in a paid status for new employees, separating employees, employees on a nonqualifying FMLA/CFRA leave and eligible part time employees.
- c) In the event premiums and/or costs for the benefits selected by the employee exceed the amount in the Health Benefits Allowance, the balance will be paid by the employee through automatic pretax payroll deduction, as allowed under Internal Revenue Code Section 125. An employee may allocate monthly Health Benefit Allowance amounts not exhausted for the purchase of health insurance to benefits provided under the Flexible Benefits Plan, which currently consists of the health flexible spending arrangement (Health FSA), dependent care flexible spending arrangement (DC FSA), vision and voluntary life insurance for the employee (not for a spouse or dependent) up to the maximum life insurance policy limit. Employees may not allocate more than \$500 per year of District-provided flex credits to their Health FSA account. Also, and although there is no specific limit on the amount of District-provided flex credits that can be allocated to the DC FSA, the maximum annual amount that can be reimbursed under the DC FSA is \$5,000 per year. This means that any District-provided flex credits that an employee

allocates to their DC FSA would reduce the amount the employee can contribute to the DC FSA through salary reduction, so that the maximum of \$5,000 is not exceeded. Any unallocated amount of District-provided Health Benefit Allowance shall be forfeited at the end of the calendar year.

- d) For ACA purposes, the initial measurement period shall be the first 90 days of employment. Employees averaging above 30 hours of employment, shall be offered health benefits in accordance with law and pro-rated on their percentage of full-time employment.
- 3. Medical Benefit Waiver Program

If a regular employee and/or the employee's dependent(s) are eligible for and elect to receive medical insurance through another non-District employer-sponsored or association medical plan, the employee may choose to waive their right to the District's medical insurance. No cash payments will be made to the employee for waiving coverage. The employee must provide proof of their coverage under another health plan or will be automatically enrolled in the lowest cost plan offered by the District.

Employees qualifying to waive District medical insurance shall receive a \$700/month Health Benefit Allowance that may be used for other benefits provided under the Flexible Benefits Plan, which currently consists of the health flexible spending arrangement (Health FSA), dependent care flexible spending arrangement (DC FSA), vision, and voluntary life insurance for the employee (not for a spouse or dependent) up to the maximum policy limit, subject to the following conditions:

- a) Employees may not allocate more than \$500 per year of District-provided Health Benefit Allowance to their Health FSA account.
- b) Although there is no specific limit on the amount of District-provided Health Benefit Allowance that can be allocated to the DC FSA, the maximum annual amount that can be reimbursed under the DC FSA is \$5,000 per year. This means that any District-provided Health Benefit Allowance that an employee allocates to their DC FSA would reduce the amount the employee can contribute to the DC FSA through salary reduction so that the maximum of \$5,000 is not exceeded.
- c) Any unallocated amount of District-provided Health Benefit Allowance for employees that waive the District's group health coverage shall be forfeited at the end of the calendar year.
- 4. PEHP (POST EMPLOYMENT HEALTH PLAN) 501c PLAN

Effective January 2022, the District will contribute to each employee \$1,000/month towards PEHP. Nationwide Insurance Group manages this plan.

5. Dental Plan

The District shall contribute one hundred twenty-seven dollars (\$127.00) per month toward the District's dental plan for employees under the District-wide dental program. It will be prorated at the beginning and end of employment. During the term of this agreement, the District shall pay any administrator fees. Any surplus at the end of the dental plan year shall be carried over to the following dental plan year. An employee's eligibility to use the maximum annual benefit, exclusive of use for orthodontia, shall be front-loaded to the beginning of the plan year.

Contingent on implementation for other employee groups, including agreement and satisfaction of applicable meet and confer for represented employees, the District and Union agree (a) if there is no surplus at the end of the 2023 or 2024 dental plan years, the District shall increase its monthly contribution by \$5/month per employee over the prior dental plan year; (b) regardless of the status of any surplus or carryover of dental funds at the end of the 2025 dental plan year, the District shall increase its monthly contribution by \$5/month per employee over the prior dental plan year in the 2026 dental plan year; and (c) the orthodontia limit shall be increased to \$3,500 per plan year.

6. Basic Life Insurance

The District shall provide a basic group term life insurance in the amount of \$100,000 at no cost to the employee.

I. EMPLOYEE ASSISTANCE PLAN

The Employee Assistance Plan (EAP) provides employees with confidential personal counseling, including work and family-related issues, eldercare, substance abuse, etc. In addition, EAP programs provide a valuable tool for supervisors to refer employees experiencing personal problems or challenges to professional outside help. This service is staffed by experienced clinicians who are available to employees and their dependents by calling a toll-free phone line 24 hours a day, seven days a week. Guidance is also available online.

J. FLEX SPENDING PROGRAM

This benefit is designed to meet the requirements of Section 125 of the Internal Revenue Code.

 Health Flexible Spending Account (Health FSA) Provides reimbursement for qualifying medical/dental/vision, or eligible expenses incurred by employees and their eligible dependents which are not covered or reimbursed by any other source, including District-sponsored plans. Contributions are subject to the Internal Revenue Service rules and plan limits. 2. Dependent Care Flexible Spending Account (Dependent Care FSA)

Provides reimbursement for qualifying dependent care expenses. Contributions are subject to the Internal Revenue Service rules and plan limits.

K. LEAVES

1. Paid Time Off (PTO)

The District's PTO plan consolidates multiple types of leave (vacation, sick leave, and personal days). All hours are accrued as PTO. The Fire Chief may negotiate or increase an employee's accrual rate to recognize superior individual performance or for classifications for which it is difficult to recruit and/or retain suitable employees. For negotiations related to recruitment, prior service for non-District experience may be credited toward a new employee's accrual rate. For recognition, increases to accruals must be at a rate stated within the schedule below.

- a) PTO will be accrued when an employee is in a paid status and will be credited on a semimonthly basis. Total PTO accrual at any one time may not exceed 720 hours. Employees that would otherwise accrue over the 720-hour limit will stop accruing at 720 hours and not accrue further PTO until PTO is used to reduce their balance below 720 hours. If an increase to an accrual rate falls on a day other than the first day of a pay period, the increase to the accrual rate shall take place the first full pay period following the effective date.
- b) Anytime an employee is promoted into this unit, all compensatory time off shall be paid down to 0 hours prior to the promotion pay increase. Employees covered by this compensation plan are not eligible for compensatory time. Additionally, the PTO balance will be cashed out down to 500 hours at the prior (pre-promotion) pay rate.
- c) Eligible employees shall accrue PTO at the following rate for continuous service performed in a paid status:

Uninterrupted Full-Service Years (Months)	Monthly Accrual (Hours)	Annualized Accrual (Hours)	
DOH - 3 (0-36 months)	24	288	
4-9 (37-108 months)	26	312	
10-13 (109-156 months)	28	336	
14-18 (157-216 months)	29	348	
19- above (217 or more months)	31	372	

- d) Upon separation of employment, 100% of an employees unused accrued PTO will be deposited into their PEHP account. This percentage may be changed once each calendar year by a majority vote of participants covered under this Plan.
- e) Employees may not request to use PTO past the last day of the pay period of their last day worked. This is intended to prevent employees from using PTO to extend their resignation and separation date with the District.
- f) Employees may cash out their PTO hours accrued so long as the employee made an irrevocable pre-designated election in the prior calendar year per policy. An employee may not request to cash-out an amount in excess of their annual accrual amount. Additional restrictions may also apply. Employees are encouraged to maintain a minimum of 80 hours in their leave bank.
- 2. Bereavement Leave

In the event of a death in the employee's immediate family, the District will grant one of the following, which choice shall be up to the employee and submitted by the employee by email or in other writing in advance of the requested bereavement leave:

- a) Up to four work days off with pay to handle family affairs and/or attend the service; these days shall be consecutive unless the Fire Chief or designee approves otherwise.
- b) Up to five work days without pay, which days need not be consecutive, within three months of the death of the immediate family member, to handle family affairs and/or attend the service.

For this section, "immediate family" means spouse, registered domestic partner, child, parent, sibling, grandparent, aunt, uncle, niece, nephew (including step, adopted, and in-law where applicable), or a close relative residing in the household of the employee. If option 1 is elected, such leave shall be at full pay and shall not be charged against the employee's accrued PTO bank.

In the event of the death of a member of an employee's family other than an immediate family member as defined in this section, a leave of absence with pay of one (1) day shall be granted. If an employee needs to use bereavement leave, the employee must receive advance permission from the employee's supervisor, including permission to take the specific days requested for bereavement leave. The District may require, within thirty (30) days of the first day of bereavement leave taken, the employee to provide documentation of the death of the immediate family member. Such documentation includes but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The Fire Chief or designee may grant additional time off for the death of an immediate family member, which decision shall be final. If additional time is granted, it

shall be deducted from the employee's PTO bank; provided, however, that if the employee has no accrued and unused PTO hours available such additional time off shall be granted without pay. In special or unusual cases, when someone other than the immediate family has raised the employee, or due to unusual circumstances has a very close relationship with the employee, the Fire Chief or designee may grant bereavement leave, chargeable to the employee's PTO balance, to permit the employee to attend the funeral or memorial services.

3. Leave of Absence

Employees are required to use accrued paid time off during a leave of absence. Requests for leaves without pay shall not be unreasonably denied. All approved leaves without pay must be in writing.

Employees on an unpaid leave of absence (not covered by FMLA or CFRA) shall have their benefits pro-rated based on the amount of PTO used. The District will not make a health contribution during fully unpaid leaves of absence as permitted by law.

L. RETIREMENT PENSION

1. Safety Pension Formulas

- a) CalPERS Classic Retirement Formula 3.0% at 50. The District provides retirement benefits under the California Public Employees Retirement System at the level of 3.0% at age 50 for employees who are not "new members" of CalPERS as defined in the Public Employees' Pension Reform Act (often referred to as "Classic" CalPERS members).
- b) CalPERS PEPRA Retirement Formula 2.7% at 57. Employees hired on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act (Gov't. Code s. 7522 et seq.) shall be subject to all of the provisions of that law, including but not limited to the 2.7% at age 57 retirement formula with a three (3) year final compensation period. This group is commonly referred to as PEPRA.
- 2. Employee Retirement Contribution

Classic employees shall pay the full nine percent (9.0%) employee contribution. PEPRA employees shall pay fifty percent (50%) of the normal cost, as required by the Public Employees' Pension Reform Act and calculated by CalPERS.

M. COMMUTE INCENTIVES

The District offers employees the option of participating in commuter benefits for parking and mass transit on a pre-tax basis.

N. EDUCATION REIMBURSEMENT

The District may reimburse the cost of tuition, enrollment fees and books for courses which employees take at accredited colleges or universities, as well as specialized professional development classes, seminars or programs. These courses must, in the opinion of the employee's supervisor and Human Resources, increase employees' competence in their present job or prepare them for advancement in the District. Employees must receive advance approval prior to commencement of the applicable course, seminar or program. Part of this approval process will consider whether the course, seminar or program should occur outside an employee's regular schedule or will be permitted to occur in whole or in part during scheduled work hours and, if the latter, whether the employee will be required to use accrued leave hours to attend. An employee must be employed with the District when the course is completed to qualify for reimbursement. Receiving below a "C" grade or poor work performance during the course will result in the education reimbursement being denied.

The employee must obtain and submit to Human Resources receipts for tuition, enrollment fees and books, and evidence of satisfactory completion of the course with a grade of "C" or better. The phrase "evidence of satisfactory completion of the course" shall mean a transcript, college issued grade slip, report card, certificate or notice of completion or any other official notice of satisfactory completion issued by the organization providing the class (es) or training. For college classes, "With a grade of "C" or better" shall mean a grade of C or better, or a grade of Pass if the class is offered or taken Pass/Fail. The Fire Chief or designee retains ultimate and sole discretion to approve requests and specific items sought to be reimbursed.

O. AT-WILL STATUS

All current and future employees hired into unrepresented chief officer classifications, other than the Assistant Fire Marshal employed on the date the Board approves this compensation plan are designated as having "at-will" employment status. At will employees have no constitutionally protected property or other interest in their employment with the District. Notwithstanding any other District rule, policy or procedure, at-will employees have no right to continued employment or pre-or post-disciplinary due process and work at the will and pleasure of the hiring authority of the Fire Chief. Work for an at-will employee may be eliminated and/or the employee may be terminated, or asked to resign, at any time, with or without cause, upon notice to that employee, and the employee may resign at any time upon written notice to the hiring authority.

At-will employees who are terminated or asked to resign shall, upon execution of a release of all claims against the District, be eligible for a severance payment equivalent to four (4) weeks of salary and benefits, increasing after completion of the first full year of service by one (1) week for every completed year of service, up to a maximum of 12 weeks. For example, an at-will employee who has completed six (6) years of service would be eligible to receive ten (10) weeks of

severance (4 weeks plus 1 week for each year of service). No severance shall be paid if the employee is terminated for serious misconduct involving abuse of the employee's office or position, including but not limited to waste, fraud, violation of the law under color of authority, misappropriation of public resources, violence, harassment or discrimination. If the employee is later convicted of a crime involving such abuse of the employee's position the employee shall fully reimburse the District as set forth in Government Code section 53243.3.

P. RELOCATION FINANCIAL PACKAGE

The District, in rare instances, may provide a relocation financial package for new chief officers, upon the approval of the Fire Chief.

Q. GRIEVANCES

Notwithstanding the complaint procedures provided in the District's policies and procedure manual, any chief officer who is supervised by a Board Appointed Officer and has a grievance against that Board Appointed Officer or regarding the conduct of that Board Appointed Officer shall, following an attempt to resolve the grievance pursuant to step one (informal discussion), summarize the grievance regarding the Board Appointed Officer in writing and submit it to the Manager of Human Resources for review and resolution using the methods the Human Resources Manager considers appropriate.

R. POLICY AND PROCEDURES

The District's policies and procedures will apply, where applicable, to employees covered by this compensation plan. Additionally, employees covered by this compensation plan may be invited to participate in discussions regarding the revision of sections of the policies and procedure manual as it applies to them.

ATTACHMENT A – SALARY SCHEDULE

A. Salary Schedule effective first full pay period in January 2024

Class Title	Min Range	Max Range	Time Base	Effective Date
Deputy Chief	\$11,777.30	\$15,310.49	Semi Monthly	1/1/2024
Division Chief/Fire Marshal	\$10,602.75	\$13,783.58	Semi Monthly	1/1/2024
Assistant Fire Marshal	\$6,912.62	\$8,986.41	Semi Monthly	1/1/2024