

**UNION OF AMERICAN PHYSICIANS AND DENTISTS (UAPD) – Unit #11
and SOLANO COUNTY**

5. SALARIES

5.1 Salary Ranges and Pay Date

Salary ranges for classifications represented by the Union are listed in **Appendix B** of this Agreement. Employees shall be paid every other Friday.

Effective October 22, 2022, all bargaining unit employees shall receive an across the board increase of nine percent (9%).

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Effective October 22, 2024, all bargaining unit employees shall receive an across the board increase of nine percent (9%).

Effective October 22, 2022, the following positions in Appendix B of this agreement shall receive the corresponding market adjustments:

Psychiatrist --- five percent (5%)

Child Psychiatrist -- nine percent (9%)

Physician – fourteen percent (14%)

Dentist – twenty percent (20%)

A. ~~Effective the latter of pay period #7 (March 11, 2018 – March 24, 2018), or two pay periods following MOU adoption/imposition by all bargaining units of this provision, the pay date shall be moved by one week (e.g., from March 30, 2018 to April 6, 2018).~~

~~1. Employees who desire to mitigate the effects of this pay date move may receive a one-time advance equal to five days of pay, to be paid with the first paycheck of the effective dates' pay period (e.g., March 30, 2018). In order to receive the advance, the employee must sign an agreement to pay back the advance over no more than 5 pay periods. Employees selecting this option must have, and maintain, 5 days of vacation or CTO (40-45 hours, depending on his/her schedule), until the advance is paid back in full. Employees who receive an advance and whose employment ends prior to paying back the advance, shall have any amount owed deducted from his/her final paycheck.~~

5.3 Salary Upon Reemployment ([Counter to County's 9/15/22 Proposal #4](#))

A. A former employee, off probation at the time of separation, who is reemployed in the same class or in a lower class in the same series, within two (2) years, may upon the

~~Single strikethrough~~ = Delete language

Red, bold, double underlined = Proposed New Language

request of the head of the department in which they are being reemployed and approval of the Director of Human Resources or his/her designee, be appointed at ~~some step higher than the recruiting step not to exceed one (1) step lower than~~ the step they occupied at the time of their separation **or at any step above their last step**. Subsequent merit increase shall follow the normal time period progression between steps.

B. A represented employee who voluntarily separates and: (UAPD Holds)

1. is subsequently reemployed in the same department in a represented position;
2. ~~begins work within a period of not more than 180 calendar days from the last day he or she previously actually worked for the County;~~
3. completes a new probationary period; and
4. either did not withdraw from PERS or “bought-back” his/her County PERS service credits, shall upon approval by the Director of Human Resources, have continuous service credited to him or her for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, step raise eligibility or any benefit other than vacation and longevity

8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay Differential (CCL)

8.2 Standby Pay Differential (UAPD Proposal 10/12/22)

Standby is any time other than time when the employee is actually on duty and during which an employee is not required to be on county premises but to stand ready to immediately report for duty and must arrange so that program staff can reach him/her on ten minutes notice or less. If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at ~~four~~ fifteen dollars (\$4.00 15.00) dollars per hour.

8.3 Lead Pay

Unit 11 employees who are assigned and perform approved Lead responsibilities shall be compensated an additional ten percent (10%) pay. The ten percent (10%) pay shall be calculated on the employee’s base salary. The Lead responsibilities shall be in excess of any duties normally assigned to the regular classification listed in Appendix B of this agreement.

14. HOLIDAYS

G. Holidays (UAPD Amends Proposal Dated 10/12/22)

1. Fixed Paid Holidays Include:
 - January 1st - New Year's Day
 - The third Monday in January - Martin Luther King's Birthday
 - February 12th - Lincoln's Birthday
 - The third Monday in February - Washington's Birthday
 - March 31st – Cesar Chavez Day
 - The last Monday in May - Memorial Day
 - June 19th - Juneteenth
 - July 4th - Independence Day
 - The first Monday in September - Labor Day
 - The second Monday in October - Columbus Day
 - November 11th - Veterans' Day
 - Thanksgiving Day - Traditional as designated by the President or Governor
 - Friday - the day after Thanksgiving Day
 - December 24th – Christmas Eve (County Office Closure at 1:00 P.M)
 - December 25th - Christmas Day
 - January 31st – New Year's Eve (County Office Closure at 1:00 P.M)

~~Effective the later of January 1, 2020 or the 1st of the month following MOU adoption, the fixed paid holidays in the above table shall be amended by adding:~~

- ~~a. December 24th Christmas Eve Day (beginning at 1:00 p.m.)~~
- ~~b. December 31st New Year's Eve Day (beginning at 1:00 p.m.)~~

~~In accordance with County Code Section 2-01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 to 1:00 which is unpaid. On these dates, employees who are scheduled to work, shall receive and shall use 4 hours of holiday pay, and shall work the balance of their regularly scheduled work shift.~~

Effective October 22, 2022, employees with 4/10 or 9/80 work schedules shall be paid for the holiday according to their regularly scheduled work day, not to exceed 80 hours in a pay period (i.e. A holiday observed on the employee's regular 10 hour work day shall be fully paid, not to exceed 80 hours in a pay period).

2. Observance

Employees shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturdays shall be observed on the preceding Friday. Holidays which fall during a vacation period or when an employee is absent because

of illness shall not be charged against the employee's vacation, sick or annual leave balance. When the County holidays fall on an employee's scheduled day off, the day shall be added to the employee's vacation balance.

3. Other Paid Holidays Include: (UAPD Proposal Dated 10/12/22)
 - a. One (1) paid floating holiday in each calendar year. Effective January 1, 2023, floating holidays shall be increased from one (1) to two (2) paid floating holidays in each calendar year. The timing of the employee's use of floating holiday shall be subject to advance approval of the Department Head or his/her designee. The holiday may be taken at any time during the calendar year, but must be taken within the calendar year.
 - b. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or his/her designee.
 - c. Special or limited holidays appointed by the President or Governor.
 - d. Such other days in lieu of holidays as the Board of Supervisors may determine.

6.7 Deferred Compensation

A. A Deferred Compensation Program as established by the Board of Supervisors is available to all employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference.

1. To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of five dollars (\$5.00) per pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.

B. 401(a) Plan

1. Solano County shall make available a 401(a) plan for bargaining unit employees to contribute toward their retirement in accordance with limits set by the law. The parties shall meet within 60 days following the adoption of the MOU to discuss plan details. The plan design and conditions shall be in full compliance with IRS regulations. The UAPD shall not seek County Contributions toward this plan until October 23, 2023.

Effective October 23, 2023, the County shall contribute ten thousand dollars (\$10,000) to each eligible employee's 401(a) plan account and each October thereafter for the term of this agreement.

6.8 Short Term Disability Insurance (CCL)

6.9 Long Term Disability Insurance (CCL)

6.10 Retirement (CCL)

6.11 Social Security and Medicare (CCL)

*UAPD has requested a Roth Option for future open enrollments.

20. HOURS OF WORK AND OVERTIME

20.1 Hours of Work

A. ~~Workday~~

~~Except as may be otherwise provided by order of the Board of Supervisors, eight (8) hours of work shall constitute a day's work for all permanent full-time employees. The lunch period shall not be considered part of the eight (8) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.~~

- A. Employees in this bargaining unit are professional employees and as such are paid a pre-determined salary each biweekly period irrespective of the number of hours worked in a workweek.**

Hours of work are defined as those hours of the day or days of the week for which the employees are required to fulfill the responsibilities of their professional positions.

B. ~~Workweek~~

~~Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) workdays of eight (8) hours work each. However, department heads may establish workweek schedules, which differ from the normal schedule, upon recommendation of the County Administrator and approval by the Board of Supervisors. It shall be the duty of each department head to arrange the work of his/her department so that each employee therein shall work not more than forty (40) hours in any workweek; except, that a department head may require any employee of his/her department to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires.~~

- B. For purposes of regular pay (salary), the work of Unit 11 employees cannot be standardized in relation to a given period of time. The County reserves the right to adequately assess the hours worked by Unit 11 employees. No time clock or time keeping device shall be implemented.**

- C. Unit 11 employees are excluded from the FLSA and Unit 11 employees are salaried, not hourly, employees. Consistent with the professional status of these**

employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

- D. Unit 11 employees have the flexibility to alter their daily and weekly work schedules. Unit 11 employees are responsible for keeping management apprised of their schedule and must receive prior approval from management for the use of accrued leave or absences of any duration.**
- E. Unit 11 employees shall not be charged paid leave nor docked for absences in less than whole-day increments. Less than full time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements or for documentation relative to other applicable statutes, such as the Family Medical Leave Act, is permitted.**
- F. 1. Before any change to the Unit #11 Clinic’s Staff schedules, including establishing evenings and weekend hours for the Fairfield and Vallejo Clinics, the County will request a meet and confer with Unit #11, UAPD, on the impact on the terms and conditions of their employment.**
- ~~2. Unit #11 employees assigned to fixed work schedules, shall have a specified starting and ending time to their work shift. Except in cases of emergency, employees shall be provided at least seven (7) calendar days notice prior to a change in their work schedule. On the mutual agreement of the employee and the Department, employees schedules may be modified without the seven (7) day notice requirement.~~

20.2 Rest Periods

Each employee shall be entitled to take one fifteen (15) minute rest period for each four (4) hours of work performed by such employee in a workday. ~~If not taken, such rest period is waived by such employee.~~ Authorized rest period time taken shall be counted as time worked.