

County of Solano
 Comprehensive Response
 To
 Union of American Physicians & Dentists (Unit 11)
 November 2, 2022

Section/Subject	Proposal Summary	County Response
5.1 – Salary Appendix B	9% Cost of Living for each of 3 years Equities Dentist – 20% Child Psychiatrist – 9% Psychiatrist – 5% Clinic Physician – 14%	See attached County counter proposals (Salary proposal + side letter)
8.2 Stand By Pay	Increase stand by pay from \$4.00/hr to \$15.00/hr	The County rejects this proposal and counters with the status quo.
8.3 Lead Pay (new section)	Provide 10% lead pay for responsibilities in excess of any duties normally assigned to the regular class	The County rejects this proposal and counters with the status quo.
14 Holidays	Add Cesar Chavez, Juneteenth, and add two floating holidays Employees on 4/10 schedule get 10 hours of holiday, Employees on 9/80 schedule get 9 hours of holiday, Employees on 8-hour schedule get 8 hours of holiday No charging of vacation or sick leave on a holiday observance If holiday falls on employees day off, the day is added to the employee’s vacation balance	See attached County counter proposal
6.7 Deferred Compensation	Effective 10/23/23, the County shall contribute \$10,000 to each eligible employee’s 401(a) plan account and each October thereafter for the term of this agreement. Add Roth IRA as an option	See attached County counter proposal regarding longevity and deferred compensation
5.9 Longevity	2.5% @ 5 years 2.5% @ 10 years 2.5% @ 15 years 2.5% @ 20 years 2.5% @ 25 years 2.5% @ 30 years 2.5% @ 35 years 17.5% cumulative	

Section/Subject	Proposal Summary	County Response
20.1 Hours of Work	<ul style="list-style-type: none"> • Employees are exempt and are paid regardless of the number of hours they work in a workweek • Hours to be 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. • Regular pay of Unit employees cannot be standardized in relation to a given period of time – No time clock or time keeping device shall be implemented. • Since employees are FLSA exempt, no deductions of balances for time they miss • Employees have flexibility to alter their daily/weekly schedules • Employees shall not be charged paid leave nor docked for absences of less than a whole day (exception FMLA) 	The County rejects this proposal and counters with the status quo.
5.10 Working out of class	Out of class can be written or verbal and does <i>not</i> have to cover all of the work characteristics of a higher class Out of class pay starts at 5 days	The County rejects this proposal and counters with the status quo.
22.6 Continuing Education Hours	Increase hours from 50 to 80 Increase professional reimbursement from \$3,000/year to \$4,500/year	County is reviewing
5.3 Salary Upon Reemployment		County proposal of 9/15/22
13.6 Military Leave		County proposal of 9/15/22
Side Letter		County recognition/retention proposal of 9/15/22 (corrected title)-attached
6.3 Cafeteria Plan		See attached proposal #7 - County to increase to 80% of Kaiser attached

Wages (Note: Actual language will conform to current Appendix B)

- Year 1 - Effective the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates will increase by five percent (5%).
- Year 2 - Effective the beginning of the pay period of 10/29/2023 following the Year 1 wage increase set forth above, the base wage rates will increase by four percent (4%).
- Year 3 – Effective the beginning of the pay period of 10/27/2024 following the Year 2 wage increase set forth above, the base wage rates will increase by three percent (3%).

COUNTY:

UNION:

Georgia Cochran

Patricia Hernandez

Date: _____

Date: _____

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Union of American Physicians and Dentists (UAPD) – Unit #11

Comparable Counties and Cities

The County has an established list of comparable counties and cities that it uses for classification and compensation (wage and/or total comp.) studies. The Union has proposed to alter this list of comparable counties and cities. The County recognizes that its list of comparable counties/cities has not changed since 2008 and that the County will relook at its comparable counties/cities by no later than October 2023. As such, the parties agree to meet and confer regarding any proposed changes to the comparable counties/cities used for all future classification and/or compensation studies.

The County intends to perform a total compensation survey of Clinic Physician (Board Certified), Psychiatrist (Board Certified), and Dentist classifications, prior to negotiations over a successor MOU. The County will provide that study to Unit 11 no later than June 30, 2025. Unit 11 may perform its own total compensation survey and will provide that to the County prior to June 30, 2025.

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14. HOLIDAYS

- A. Only regular and limited-term employees shall be eligible for paid holidays.
- B. An employee must work or be paid for all part or part of both the employee's regularly scheduled workday before and after a holiday to be eligible for that holiday.
- C. An employee who is terminating his/her/their employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if ~~his/her~~ the employee's last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.
- D. A part-time employee shall receive those paid holidays on the same basis as his/her basic workweek relates to forty (40) hours, regardless of work scheduled.

E. Holidays Worked

Any employee who is required to work on a fixed paid holiday, which is part of ~~his/her~~ the employee's regular workweek shall be entitled to compensatory time off for the time actually worked. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to eight (8) hours of compensatory time off. Such compensatory time off shall be scheduled at the discretion of the department head within one year from the day of the holiday. Holidays taken shall not be counted as time worked for purposes of overtime computation.

- F. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

G. Holidays

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
The last Monday in May - Memorial Day
July 4th - Independence Day
The first Monday in September - Labor Day
The second Monday in October - ~~Columbus Day~~ Indigenous People's Day
November 11th - Veterans' Day
Thanksgiving Day - Traditional as designated by the President or Governor
Friday - the day after Thanksgiving Day
December 25th - Christmas Day

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:

- December 24th Christmas Eve Day (beginning at 1:00 p.m.)
- 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 four (4) hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

2. Other Paid Holidays Include:

- a. One (1) paid floating holiday in each calendar year. 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.
- b. Special or limited holidays appointed by the President or Governor.
- c. Such other days in lieu of holidays as the Board of Supervisors may determine.

H. The County will recognize Juneteenth as an unpaid holiday but will not close County services. Employees may use their accrued holiday leave or a floating holiday.

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Solano County Response to UAPD proposals
Deferred Compensation
Longevity

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. Effective January 8, 2023, the County will contribute a dollar for dollar match up to a maximum of twenty-five dollars (\$25) a pay period to the deferred compensation account of any County employee who is actively enrolled. Effective the first pay period in January 2024, the County shall increase its contribution to fifty dollars (\$50) per pay period, and effective the first pay period in January 2025, the County shall increase its contribution to seventy-five dollars (\$75) per pay period. The employee must contribute a minimum of ten dollars (\$10) per pay period in the deferred compensation program to receive the dollar-for-dollar match.

OR

The County will offer 2.5% longevity at 15 years (Section 5.9 would be revised to provide for this).

The UAPD may choose between the County's Deferred Compensation proposal of 11/2/22 or choose to add 2.5% - 15 year longevity, but not both.

County Proposal #5 – Unit 11
October 18, 2022

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Union of American Physicians and Dentists (UAPD) – Unit #11

~~Regarding Lump Sum Payment for Early Settlement~~
Employee Recognition/Retention

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Union of American Physicians and Dentists (UPAD) (hereinafter referred to as the "Union"), representing Unit 11. Collectively, County and Union are hereinafter referred to as "the parties."

In an effort to retain employees and recognize the work performed by unit members, the County shall provide a one-time bonus in the amount of ~~one thousand dollars (\$1,000)~~ one thousand five hundred dollars (\$1,500) to all bargaining unit employees as of September 4, 2022. A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. The payment shall be made on the last pay day of November 2022.

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County Proposal #8 to UAPD (Unit #11)
November 2, 2022

Amend Section 6.3 Cafeteria Plan as follows:

6.3 Cafeteria Plan

- A. Effective with the coverage effective January 1, ~~2023~~ 2019, the County's contribution toward the health plan, as historically administered, shall be set at ~~eighty~~ seventy-five percent (75 ~~80~~%) of the ~~2019~~ 2023, 2024, or 2025 PEMHCA Bay Area Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

~~Effective the first of the month following adoption of the collective bargaining agreement, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2020 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

~~Effective with the coverage effective January 1, 2021, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2021 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

~~Effective with the coverage effective January 1, 2022, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

~~Additionally, through December 16, 2022, or the start date of the increase to the County's contribution to the cafeteria plan to eighty percent (80%) of the PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC, whichever is sooner, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution of fifty dollars (\$50.00) shall sunset at the end of the pay period in December 2022. effective the first of the month following adoption of the collective bargaining agreement, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, healthcare reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution shall sunset at the end of the pay period which includes October 21, 2022.~~

- B. An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for which s/he the employee has elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but only to a maximum of three hundred thirty-four dollars and fifty eight cents (\$334.58) per month.

- A. An employee who waives health insurance because the employee demonstrates to the County that s/he the employee has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.
- B. A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in proportion to the relationship their basic workweek bears to forty (40) hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.
- C. Health Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in his/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.
- D. Dependent Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds in his/her DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.