

**County of Solano**  
**Final Settlement Proposal**  
**To**  
**Union of American Physicians & Dentists (Unit 11)**  
**December 7, 2022**

The attached package proposal is submitted as a proposal for the resolution of all issues currently being negotiated between the County of Solano and the Union of American Physicians & Dentists (Unit #11) for a successor to the MOU which expired on October 21, 2022.

All County or Union proposals not specifically referenced herein shall be considered rejected or withdrawn from further negotiation. Rejection of any part of this settlement proposal will constitute rejection of the entire package.

All provisions shall be effective the first day of the pay period following adoption by the Board of Supervisors unless otherwise specified herein.

<b>Section/Subject</b>	<b>UAPD Response to County's 11/9/22 Proposals</b>	<b>County Response 12/7/22</b>
5.1 – Salary Appendix B	UAPD accepts the County's proposal of 5% year 1 4% year 2 3% year 3 AND proposes 3% equity across the board year 1	County in agreement – see attached Appendix B
14 Holidays	UAPD accepts County proposal of 11/2/22	11/2/22 proposal attached
6.7 Deferred Compensation	UAPD accepts County Proposal of 11/2/22	11/2/22 proposal attached
20.1 Hours of Work	UAPD request that the County fix daily administrative time recording requirements in Intelli-Time to conform with other exempt employees	The County agrees to this and is working with the Auditor's office to make this change. The current MOU language does not require change.
5.10 Working out of class	UAPD accepts County proposal of 11/9/22	11/9/22 proposal attached
22.6 Continuing Education Hours	Increase hours from 50 to 80  Increase professional reimbursement from \$3,000/year to \$4,500/year	County rejects this portion of the proposal and counters with the status quo County will only increase the reimbursement if the money is provided as a reimbursement rather than providing the \$ up front.
5.3 Salary Upon Reemployment	UAPD Accepts County Proposal of 9/15/22	9/15/22 proposal attached
6.3 Cafeteria Plan	UAPD Accepts County proposal of 11/2/22	11/2/22 proposal attached

Section/Subject	UAPD Response to County's 11/9/22 Proposals	County Response 12/7/22
13.6 Military Leave	UAPD Accepts County Proposal of 9/15/22	9/15/22 proposal attached
Side Letter- Recognition/Retention	UAPD accepts County proposal of 9/15/22 w/corrected title	Corrected proposal attached (dated 10/18/22)
Side Letter – Comparable Agencies	UAPD Accepts County proposal of 11/9/22	11/9/22 proposal attached
Extension of Existing Side Letters		Attached: <ul style="list-style-type: none"> <li>• Proposal #14 CSMP Student Loan program</li> <li>• Student Loan Repayment Program</li> <li>• Moving &amp; Relocation Expense Allowance</li> <li>• Recruitment Bonus (Partnership)</li> <li>• Allowance for Part Time Employee</li> </ul>

## Appendix B – Salary Schedule

1. The present approximate monthly pay rate for the represented classifications are:

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Clinic Physician	14,287.38	15,001.80	15,751.89	16,539.50	17,366.45
Clinic Physician (Board Cert)	14,644.52	15,376.83	16,098.41	16,952.95	17,800.60
Dentist	10,904.64	11,449.89	12,022.41	12,623.47	13,254.69
Psychiatrist	16,680.83	17,214.88	18,390.60	19,310.13	20,275.64
Psychiatrist (Board Cert)	17,097.88	17,952.76	18,850.42	19,792.96	20,782.59
Psychiatrist (Child- Board Cert)	17,952.76	18,850.42	19,792.96	20,782.59	21,821.72

2. The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.
3. Effective beginning of the first pay period following Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by ~~three (3) percent (3%)~~ five percent (5%) of the base wage rates in effect the day before such increase takes effect.
4. Effective concurrently with the raise increase described in Appendix B, paragraph 3 above, employees:
- a. ~~in the classifications of Psychiatrist, Psychiatrist (Board-Certified), and Psychiatrist (Child Board Certified) shall receive an additional eight (8) (8%) equity adjustment for a total wage increase not to exceed eleven percent (11%). shall receive a three percent (3%) equity adjustment, which shall be cumulative and not compounded (e.g., 5% + 3% = 8%).~~
  - b. ~~in the classifications of Clinic Physician, and Clinic Physician (Board Certified) shall receive an additional four percent (4%) equity adjustment for a total wage increase not to exceed seven percent (7%). shall receive a three percent (3%) equity adjustment, which shall be cumulative and not compounded (e.g., 5% + 3% = 8%).~~
  - c. ~~in the classifications of Dentist shall receive an additional two percent (2%) equity adjustment for a total wage increase not to exceed five percent (5%). shall receive a three percent (3%) equity adjustment, which shall be cumulative and not compounded (e.g., 5% + 3% = 8%).~~
5. Effective the beginning of the ~~twenty sixth (26<sup>th</sup>)~~ pay period following the pay raise increased described pay period of October 29, 2023, the base wage rates set forth in this Appendix B, paragraph 3 above, the base wage rates set forth for employees in this

bargaining unit shall be increased will increase by three percent (3%), four percent (4%) of the base rates in effect the day before such increase takes place

6. ~~Effective concurrent with the raise increase described in Appendix B, paragraph 5 above, employees:~~
- a. ~~in the classifications of Psychiatrist, Psychiatrist (Board Certified), and Psychiatrist (Child Board Certified) shall receive an additional eight percent (8%) equity adjustment for a total wage increase not to exceed eleven percent (11%).~~
  - b. ~~in the classifications of Clinic Physician, and Physician (Board Certified) shall receive an additional four percent (4%) equity adjustment for a total wage increase not to exceed seven percent (7%).~~
  - c. ~~in the classification of Dentist, shall receive an additional two percent (2%) equity adjustment for a total wage increase not to exceed five percent (5%).~~
- 7.6. ~~Effective the beginning of the twenty sixth (26<sup>th</sup>) pay period following the wage increase beginning of the pay period of October 27, 2024, the base wage rates set forth in this Appendix B, paragraph 54 above, the base wage rates will increase by two percent (2%) three percent (3%) of the base wage rates in effect the day before such increase takes effect.~~
8. ~~Effective concurrent with the raise increase described in Appendix B, paragraph 7 above, employees:~~
- a. ~~in the classifications of Psychiatrist, Psychiatrist (Board Certified), and Psychiatrist (Child Board Certified) shall receive an additional eight percent (8%) equity adjustment for a total wage increase not to exceed ten percent (10%).~~
  - b. ~~in the classifications of Clinic Physician, and Physician (Board Certified) shall receive an additional one percent (1%) equity adjustment for a total wage increase not to exceed three percent (3%).~~
  - c. ~~in the classification of Dentist, shall receive an additional one percent (1%) equity adjustment for a total wage increase not to exceed three percent (3%).~~
9. ~~Effective the beginning of the thirteenth (13<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 7 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.~~
10. ~~Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 9 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.~~
11. ~~Effective with pay period 20, (September 6, 2020 – September 19, 2020), or as soon thereafter as practicable, the County shall implement an incentive program that will provide an opportunity for employees in the classifications of Clinic Physician, Clinic Physician (Board Certified), and Dentist an opportunity to earn additional pay by meeting or exceeding established standards. The Productivity Incentive Pay shall provide incentive pay for employees in the classification of Clinic Physician and Clinic Physician~~

~~(Board Certified) up to twelve percent (12%) of an employee's base quarterly earnings. The Productivity Incentive Pay shall provide incentive pay for employees in the classification of Dentist shall be up to six percent (6%) of an employee's base quarterly earnings. The County agrees to provide notice to the Union of the proposed incentive program, and if requested, shall meet and confer with the Union, prior to finalizing the program.~~



**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 1<sup>st</sup> 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.

COUNTY:

UNION:

\_\_\_\_\_  
Georgia Cochran

\_\_\_\_\_  
Patricia Hernandez

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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:

UNION:

\_\_\_\_\_  
Georgia Cochran

\_\_\_\_\_  
Patricia Hernandez

Date: \_\_\_\_\_

Date: \_\_\_\_\_

County Proposal 9 – Unit 11 – Deferred Compensation  
November 2, 2022

Unit #11  
Working out of class response to UAPD  
November 9, 2022

*Revise Section 5.10, Working Out of Class as follows:*

5.10 Working Out of Class

- A. It is the intent of this article to provide appropriate compensation to employees working out-of-class from ~~the beginning of the third pay period of~~ such assignment and continuing for the duration of such assignment.
- B. A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform all the work characteristics of a higher paying classification. With prior approval from the Director of Human Resources or his/her designee, a department head may assign an employee the duties of another position in a higher classification when the following requirements are met:
  - 1. The vacant position is specifically allocated to the department.
  - 2. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.

Such temporary assignment shall not be considered a promotion. That individual shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the range over the salary received prior to the assignment not to exceed the top step of the new range.

- C. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class range provided, however, such increase in the prior class would result in more than the rate being earned on temporary assignment.



5.3 Salary Upon Reemployment

- 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 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 the same ~~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 within the salary range. Subsequent merit increase shall follow the normal time period progression between steps.
- B. A represented employee who voluntarily separates and:
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~~ the employee 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/their County PERS service credits, shall upon approval by the Director of Human Resources, have continuous service credited to ~~him or her~~ the employee 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 eligibility.

COUNTY:

\_\_\_\_\_  
Georgia Cochran

Date: \_\_\_\_\_

UNION:

\_\_\_\_\_  
Patricia Hernandez

Date: \_\_\_\_\_



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.



13.6 Military Leave of Absence

- A. ~~A request for military leave of absence shall be made upon forms prescribed by the Director, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in Section 395-395:02 of the Military and Veterans' Code of the State of California to the greater of either said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty) per fiscal year for each hour in which the employee was otherwise scheduled to work.~~
- B. ~~An employee who resigns in order to enter military service shall have the right to return to County employment after the termination of his/her active military service as provided by Section 395.3 of the California Military and Veterans' Code and Title 38 U.S. Code, Chapter 43 (Veterans' Reemployment Right).~~
1. ~~An employee shall be given preference over all other applicants for the opening in his/her class and department next available after filing with the Director of Human Resources a written request to return to County employment and shall be reemployed no later than 90 days from the receipt of said request.~~
  2. ~~Upon reemployment, he/she shall be entitled to such civil service status as he/she would have if he/she had not resigned (e.g., any seniority for purposes of layoff would continue to accrue during his/her absence and he/she would not need to serve a new probationary period in his/her former department and class if he/she had attained regular status prior to leaving County service). His/her salary upon reentering County service in his/her former classification shall be at the same step he/she occupied at the time of his/her separation. Subsequent merit increase eligibility dates shall follow the normal time progression between steps.~~
  3. ~~In all other respects (e.g., step increases and benefits eligibility accrual and use) he/she shall be treated as a new employee.~~
  4. ~~No former employee shall have this right of reemployment under this Section who:~~
    - a. ~~Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);~~
    - b. ~~Is released from active duty for reasons other than honorable;~~
    - c. ~~Fails to make written application for reemployment with the County within six (6) months of his/her release; or~~
    - d. ~~Refuses upon request to provide true copies of any documents which he/she may be asked to provide in order to substantiate the period and kind of his/her military service, the circumstances of his/her release~~

~~from such service and other information which is deemed necessary by the County in order to evaluate his/her application for reemployment.~~

**A. Military Leave**

All employees shall be entitled to military leave of absence and compensation as provided in California Military and Veterans Code Section 395-395.02 to the greater of either said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty such as weekend drills) per fiscal year for each hour in which the employee was otherwise scheduled to work.

Employees on Active Duty exceeding one hundred ninety (190) hours may receive "Supplemental Military Pay" up to the "Maximum Duration of Time," as defined in this Section. Supplemental Military Pay for time past 190 hours can be used for only one deployment during the term of this side letter agreement.

The eligible employee must elect to receive Supplemental Military Pay by no later than the seventh (7<sup>th</sup>) calendar day of the employee's military leave, otherwise the employee shall not be eligible for Supplemental Military Pay during that particular deployment.

**B. Eligibility**

To be eligible for this benefit, the employee must have been employed by Solano County for a period of not less than one year immediately prior to the date upon which the employee's military leave of absence begins. In determining the one-year of public agency service, all recognized military service is considered as public agency service.

An employee on Active Duty on the effective date of this Agreement, and who exhausted paid military leave pay in accordance with Military and Veterans Code Section 395-395.02 during that same fiscal year is eligible under this Agreement, even though the effective date of this Agreement occurs *after* the employee's Active Duty military service began. Timelines in this Agreement related to electing to receive supplemental military pay, submission of military pay documentation, and any other dues dates are based on the effective date of this Agreement for those employees who are on Active Duty on the effective date of this Agreement.

**C. Compensation**

1. Any eligible employee who is on military leave of absence, shall be entitled to compensation as provided in California Military and Veterans Code Section 395-395.02 to the greater of said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty such as weekend drills) per fiscal year for each hour in which the employee was otherwise scheduled to work.
2. Following exhaustion during the fiscal year of the greater of Military and Veterans Code Section 395-395.02 compensation or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave, the eligible employee may receive "Supplemental Military Pay."

- a. "Supplemental Military Pay" is defined as the difference in the employee's (Higher Paid) base County salary and the employee's (Lower Paid) base military salary. The employee's base County salary shall be identified by referring to the County's "Listing of Classes and Salaries" in effect on the first day of active military leave, and no incentive pays such as POST Pay, bilingual differential, or similar factors shall be considered. This calculation is made as of the first day of the employee's active military leave for that particular deployment and shall not be adjusted during the deployment, even if a general wage increase occurs during the deployment. The employee must furnish to the department a copy of the employee's military pay (e.g., through a military pay stub which documents the base pay rate) within thirty (30) calendar days of the employee's deployment.

Supplemental Military Pay is earnings and subject to payroll taxes (e.g., Medicare, Social Security, income taxes), recognized employee association/union dues, deferred compensation contributions, garnishments, and all other deductions in effect on the calendar day immediately prior the start of Supplemental Military Pay with the exception of CalPERS retirement (see Benefits).

3. At the beginning of the next fiscal year, the eligible employee will again receive the greater of California Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave.
4. The "Maximum Duration of Time" for Supplemental Military Leave is defined as eighteen (18) months (see subsection (C)(4)(a) below) less those periods of the greater of California Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave. (See subsection (C)(4)(b) and (c) below.)
  - a. As an example, if an employee's military orders state that the employee will be deployed for eleven (11) months, then the Maximum Duration of Time is eleven (11) months. Or, as an example, an employee's military orders state that the employee will be deployed for twenty (20) months, then the Maximum Duration of Time is eighteen (18) months.
  - b. Example A: Employee begins Active Duty military leave on July 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately 11 months, receives M&VC Sections 395-395.02/190 hours again on July 1, 2021, continues Supplemental Military Pay on approximately August 1, 2021 and the Supplemental Military Pay stops on approximately January 31, 2022 as the total of M&VC Sections 395-395.02/190 hours+ Supplemental Military Pay+ M&VC Sections 395-395.02/190 hours+ Supplemental Military Pay equals eighteen (18) months.

The eighteen (18)-month period continues to run during times when an employee is not receiving Supplemental Military Pay but is instead receiving the greater of California Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid

Temporary or Active Duty Military Leave.

5. An employee not receiving pay under the greater of Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Pay, or the Supplemental Military Pay may use the employee's eligible accrued leaves (e.g., vacation, compensatory time off, administrative leave, attorney time off) (sick leave is not an eligible leave).

**D. Benefits**

1. During periods of pay during the greater of Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave, the employee's benefits which were active on the prior calendar day shall continue (with the County and employee continuing to pay their own respective share of said continued benefits).
2. During periods of Supplemental Military Pay the following apply:
  - a. Health insurance coverage will continue, with both the County and the employee contributing their own respective shares.
  - b. Employees are not eligible to receive cafeteria plan "waive money" or "cash back." The employee may elect to continue other benefits which are subject to COBRA provisions by enrolling in said benefits during the COBRA election/enrollment period.
  - c. The employee shall not receive County paid holidays, and shall not receive accrued time off (such as vacation, sick leave, administrative leave, attorney time off, nor any accruals).
  - d. Unless otherwise directed by CalPERS law or regulation, during periods of Supplemental Military Pay, the employee does not receive CalPERS service credit and neither the County nor the employee pay into the CalPERS retirement system.

**E. Other**

1. A probationary employee or a promotional probationary employee on military leave shall be required complete the balance of his/her/their probationary period upon the employee's return to work.
2. An eligible employee who is receiving pay under this program shall continue to receive service credit for the purposes of determining duration of County service. An eligible employee who is receiving pay not under this program but rather through the use of the employee's accrued leaves shall receive service credit for the purposes of determining duration of County service. An employee who is not receiving pay does not receive service credit for the purpose of determining duration of County service.

COUNTY:

UNION:

\_\_\_\_\_  
Georgia Cochran

\_\_\_\_\_  
Patricia Hernandez

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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.

COUNTY:

UNION:

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Georgia Cochran

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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~~ Agencies

The County has an established list of comparable ~~counties and cities~~ agencies 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~~ agencies. The County recognizes that its list of comparable ~~counties/cities~~ agencies has not changed since 2008 and that the County will relook at its comparable ~~counties/cities~~ agencies by no later than October 2023. As such, the parties agree to meet and confer regarding any proposed changes to the comparable ~~counties/cities~~ agencies 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.

COUNTY:

\_\_\_\_\_  
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**SIDE LETTER AGREEMENT**  
To the Memorandum of Understanding  
Between the County of Solano and Union of American Physicians and Dentists (UAPD) – Unit #11

Regarding CMSP Student Loan Program

This will confirm an understanding reached between the County of Solano ("County") and the Union of American Physicians and Dentists representing Unit 11 (Psychiatrists, Physicians, and Dentists), ("UAPD"), collectively the "parties."

This Side Letter Agreement is effective March 31, 2019.

The parties agree that the County, within its sole discretion, may participate in the student loan repayment program offered by the County Medical Services Program ("CMSP") under the program requirements, limitations, eligibility and other rules and/or restrictions as may be dictated by CMPS.

This Side Letter of Agreement will expire October 25, 2025.

COUNTY:

\_\_\_\_\_  
Georgia Cochran

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\_\_\_\_\_  
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Date: \_\_\_\_\_



**SIDE LETTER AGREEMENT**

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

**Student Loan Repayment Program (SLRP)**

- a) The California State Loan Repayment Program (SLRP) assists with the repayment of qualified educational loans for employees in the classifications of Clinic Physician, Clinic Physician (Board Certified), Dentist, Psychiatrist, Psychiatrist (Board Certified), Psychiatrist (Child-Board Certified) who provide healthcare services in federally designated California Health Professional Shortage Area (HPSAs) and in SLRP Certified Eligible Sites (CES).

Solano County, in accordance with the State of California's application process, shall submit an application to become approved for the SLRP Certified Eligible Site List for employees covered by this Memorandum of Understanding. Upon acceptance by the State of California for the SLRP Certified Eligible Site List for employees in the classifications of Clinic Physician, Clinic Physician (Board Certified), Dentist, Psychiatrist, Psychiatrist (Board Certified), Psychiatrist (Child-Board Certified), up to ten (10) new full-time applicant employees might become eligible for loan repayment as specified below. If an applicant received a two-year full-time or half-time award, the applicant can reapply for a one-year 3rd, 4th, 5th, or 6th year extension in accordance with California SLRP requirements.

<b>For Full-Time New Applicants</b>	<b>Number of Years</b>	<b>County SLRP MATCH Amount Per Year</b>
	Two-year	\$ 20,000
	One-year extension (3rd year)	\$ 15,000
	One-year extension (4th year)	\$ 15,000
	One-year extension (5th year)	\$ 10,000
	One-year extension (6th year)	\$ 10,000
<b>For Less than Full-Time Applicants</b>	<b>Number of Years</b>	<b>Site Matches SLRP Award Amount Per Year</b>
	Two-year	\$ 10,000
	One-year extension (3rd year)	\$ 7,500
	One-year extension (4th year)	\$ 7,500
	One-year extension (5th year)	\$ 5,000
	One-year extension (6th year)	\$ 5,000

- b) Employees awarded the SLRP shall receive a County match equal to the amount received from



County Proposal 12 – Unit 11 – Side Letter Agreement – Student Loan Repayment Program  
November 9, 2022

the SLRP as follows:

1. For the initial payment, following completion of two years of Solano County service, the County shall issue a payment in the employee's regular paycheck check.
2. For each one year extension granted thereafter, the pay period following completion of 26 pay periods, the County shall issue a payment in the employee's regular paycheck.

c) This Side Letter of Agreement will expire ~~October 21, 2022~~ October 25, 2025.

COUNTY:

UNION:

\_\_\_\_\_  
Georgia Cochran

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Patricia Hernandez

Date: \_\_\_\_\_

Date: \_\_\_\_\_





### Side Letter Agreement

Between the County of Solano and the Union of American Physicians &  
Dentists

#### Moving and Relocation Expense Allowance

- A. The County Administrator has discretion and is authorized to provide a moving and relocation expense allowance to any employee represented by this agreement at the time of hire. Conditions for receiving the moving and relocation expense allowance for the newly hired employee are:
- as a condition of receiving the allowance, must move into Solano County and then maintain residency within Solano County during the "repayment period"; and
  - for a minimum of three (3) years following date of hire (hereafter, the "repayment period") neither voluntarily separates from County employment nor changes his/her primary residence to a location outside of Solano County; and
  - sign an acknowledgement of, and agreement to, these conditions.
  - if the employee does not satisfy the repayment period, shall repay to the County in accordance with the following schedule:
    - employed for one year or less, shall repay 100% of the moving and relocation expense allowance;
    - employed for greater than one year but less than two years, shall repay 75% of the moving and relocation expense allowance;
    - employed for greater than two years but less than three years, shall repay 30% of the moving and relocation expense allowance;
    - employed for greater than three years, shall repay zero percent (0%) of the moving and relocation expense allowance.
- B. The moving and relocation expense allowance may be used to cover moving household items, personal effects, transporting vehicles and non-standard items (e.g., boats, trailers, machinery), pet relocation, temporary housing, travel costs during transitional period, and such other moving and/or relocation expenses as determined by the employee. The employee shall not be required to provide receipts or other proof of payment of such moving and relocation expenses.
- C. The employee shall be responsible for any payment of state and/or federal taxes related to the receipt of the moving and relocation expense allowance.
- D. The moving and relocation expense allowance shall not exceed three thousand dollars



(\$3,000) and such amount shall be set at the discretion of, and approval by, the County Administrator, with payment received within the employee's first three paychecks following date of hire.

- E. The Board of Supervisors may delegate authority to the County Administrator, on an individual on a case-by-case basis, a variance to provisions within this policy, provided such variance is provided during a Board of Supervisors' closed session discussion on public employee appointment or during a public meeting of the Board of Supervisors.

This Side Letter of Agreement will expire October 25, 2025.

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

Recruitment Bonus

This will confirm an understanding reached between the County of Solano (County) and Union of American Physicians and Dentists, representing Unit 11 (Psychiatrists, Physicians and Dentists), collectively, "the parties."

The parties agree that the County, within its sole discretion, may provide new Clinic Physician, and Clinic Physician (Board Certified), recruits who are not already employed within the immediate Partnership Healthplan of California network (which includes the following Counties: Del Norte, Humboldt, Siskiyou, Lassen, Modoc, Mendocino, Trinity, Sonoma, Marin, Solano, Yolo, Shasta, Lake, Napa) with:

- A \$20,000 stipend (signing bonus, or service bonus), in exchange for a 12-month minimum employment commitment.
- Up to \$3000 reimbursement for moving expenses, (in addition to the \$3000 maximum specified in the MOU Side Letter).
- Up to \$5000 reimbursement for moving expenses for extended family (parents/in-laws) after the practitioner has been employed with the County for at least one year.

The parties further acknowledge that funding availability is subject to change or may be discontinued with little advanced notice to the County.

This Side Letter of Agreement will expire ~~October 21, 2022~~ October 25, 2025.

COUNTY:

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\_\_\_\_\_  
Patricia Hernandez

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Date: \_\_\_\_\_



**SIDE LETTER AGREEMENT**

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

Allowance for Part-time Employees

This will confirm an understanding reached between the County of Solano (“County”) and the Union of American Physicians and Dentists representing Unit 11 (Psychiatrists, Physicians, and Dentists), (“UAPD”), collectively the “parties.”

The parties acknowledge that on occasion, employees hired as part-time employees, may work above their allocated hours. When this happens, part-time employees shall be compensated in the following manner:

*Regular part-time employees who perform work in excess of their full-time equivalent (FTE) allocated position, shall be compensated for all hours worked, up to a maximum of forty hours per work, at the hourly base rate equivalent to their salary.*

As such, in accordance with the language above, an employee allocated at a .5FTE, would work 20 hours per week, or 40 hours per pay period. For example:

- Should that employee work 25 hours per week, the employee would receive his/her regular wages for the hours worked over 20.
  - In this example the employee would receive 5 additional hours of pay at his/her regular rate of pay.
  - Further, if the full-time equivalent at Step 4 is \$16,952.95, the hourly rate is \$97.805496 per hour. The employee working in a half-time (.5 FTE) would earn \$97.805496 per hour for all hours worked over their twenty (2) hour allocation to a maximum of forty (40) hours per week.

The parties further acknowledge that nothing in this proposal would authorize the earning of overtime or compensatory time off (CTO) in lieu of overtime.

This Side Letter of Agreement will expire October 25, 2025.

COUNTY:

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\_\_\_\_\_  
Patricia Hernandez

Date: \_\_\_\_\_

Date: \_\_\_\_\_

