

# **MEMORANDUM OF UNDERSTANDING**

**UNION OF AMERICAN PHYSICIANS AND  
DENTISTS, Unit #11**

and

**COUNTY OF SOLANO**

**January 28, 2020 through October 21, 2022**

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## **MEMORANDUM OF UNDERSTANDING**

### **UNION OF AMERICAN PHYSICIANS AND DENTISTS – UNIT #11**

#### **PREAMBLE**

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **UNION OF AMERICAN PHYSICIANS AND DENTISTS**, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Representatives of the County of Solano and Union of American Physicians and Dentists, have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the Union of American Physicians and Dentists ("Union") and the County of Solano ("County") is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the County's Employer-Employee Relations Rules and Regulations, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred in any other County ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

#### **1. RECOGNITION**

##### **1.1 Union Recognition**

Solano County recognizes California Federation of the Union of American Physicians and Dentists (hereinafter designated as "Union") as the exclusive bargaining representation, as provided in Article 4 of the Solano County Employer-Employee Relations Rules and Regulations, for all employees in Representation Unit #11 who are incumbent in positions specified on the County Position Allocation List which are in the classifications listed below which is applicable only to such employees.

##### **Unit #11, Psychiatrists, Physicians and Dentists**

Classifications represented under this Agreement are identified in **Appendix A**.

## 1.2 County Recognition

The Union recognizes the Director of Human Resources or his/her designee as the County's designated representative for negotiations.

## **2. TERM**

This Memorandum of Understanding shall be in effect January 28, 2020, except for those provisions of this Memorandum of Understanding which have been assigned other effective dates and shall remain in full until October 21, 2022.

## **3. UNION SECURITY AND RIGHTS**

### 3.1 Union Dues and Services

- A. Employees may sign up for Payroll Deductions of Union dues with the Union. The Union will certify in a letter to the County Auditor Controller's Office, 675 Texas Street, Suite 2800, Fairfield, CA 94533-6342, that the Union has and will maintain authorizations, signed by the individual from whose salaries or wages the deductions are to be made. The dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue until notification from the Union to the County to cease deduction. Dues deducted from employees' pay shall be remitted by the County to the Union.

Any Unit employee who has a dues deduction authorization form with the Auditor-Controller's Office as of June 27, 2018, shall be deemed to have signed up for union deductions unless:

1. The Union provides notice to the County to cease deductions for any such individual(s), in which case the County shall cease deductions for those individuals on the last day of the pay period following the County's receipt; or,
  2. The employee is transferred, promoted or demoted outside the bargaining unit or terminates employment. In such case, the deduction shall cease upon the last day of the last period following the transfer, promotion, or demotion of the employee to a non-UAPD bargaining unit.
- B. The County will provide a list of employees newly hired into the classifications represented by the Union on a monthly bases and allow participation in orientation as set forth in 3.5 (E).
- C. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the

pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.

### 3.2 Payroll Deductions and Payout

The County shall deduct Union dues from employees' pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

- A. Dues deduction shall not be retroactive.
- B. The County will not deduct any Union fines or penalties from the pay of any employee.

### 3.3 Programming Fee

The Union shall reimburse the County for actual, reasonable and necessary costs of reprogramming in order to implement this agreement. Such costs shall not exceed the Union's share of such costs to be determined by dividing the total number of each Union's represented employees by the total number of County employees and by multiplying this quotient times the total cost.

### 3.4 Indemnification

The Union shall, at its sole expense, defend, indemnify, and hold harmless the County, its officers, employees, representatives, and agents from any and all claims, liabilities, actions, lawsuits, damages, or expenses arising out of the inclusion of the provisions of Section 3 of this agreement or the administration or enforcement thereof. The Union's obligation under this paragraph includes, but is not limited to, the employment and payment of qualified legal counsel to represent the exclusive interest of the County and such of its officers, employees, representatives and agents as may be necessary upon demand of any of same. Failure of the Union to comply with the provision of this paragraph after reasonable notice by County shall entitle County, at its option, and without further notice to the Union, to rescind the provisions of this agreement for unexpired term of any collective bargaining agreement.

### 3.5 Union Rights

#### A. Stewards

The Union may choose one person to conduct union business for a reasonable time, not to exceed 2 hours per pay period, with the approval of the immediate supervisor.

B. Use of County Facilities

The County agrees to grant the free use of County conference and meeting rooms to the Union, as provided by Section 10 (c) and (e) of the Solano County Employer-Employee Relations Rules and Regulations, provided such use is authorized by the County Administrator or his/her designee.

C. Meeting with Department Heads

The County agrees to periodic meetings between County Management and designated Union representatives for the purpose of discussing specific problems. Such meetings shall be held at such times and such frequency as are mutually agreed upon, and shall not be considered meet and confer.

D. Names and Classes of Employees

The County shall provide the Union with a list of all current Bargaining Unit #11 employees, including newly hired and recently separated employees, covered by this Memorandum of Understanding, on a monthly basis. Such lists shall include employees' names, home addresses, and if known, home emails, home phone numbers, classifications, dates of hire/separation, reason for separation and any other recent transactions i.e. transfers, promotions, leaves, provided that there is no change in court rulings or legislation.

E. Human Resources New Employee Orientation

The Recognized Employee Organization (Union) shall have access to employees as part of the Human Resources Department's new employee orientation as follows:

1. A representative of the Recognized Employee Organization (Union) shall be permitted thirty (30) minutes to meet with employees of the bargaining unit the New Employee Orientation conducted by Human Resources (HR).
2. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit.
3. The Union Representative shall advise the County ten (10) days prior to the scheduled HR New Employee Orientation if it will be meeting and presenting information to the employees. Failure to provide notice of its intent to present will result in the Union waiving its right to present at the meeting.

4. No later than two (2) days prior to any scheduled New Employee Orientation for which the Union has provided notice of its intention to present, the County shall provide a list to the Union that includes the names, and job titles of all new employees within the bargaining unit who are expected to attend the orientation.
5. If the Union representative is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.
6. If multiple Unions attend HR's New Employee Orientation, each Union will meet with employees of the bargaining group at the same time. Separate meetings rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.
7. The employees shall have the sole option to meet with the Union during this time or may take the time to review County policies or other materials as provided by the County associated with the new employee orientation.
8. The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:15a.m.-9:30a.m., and s/he arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union representative arrives at 9:35a.m., s/he will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded.
9. The Union may provide copies of Union materials to employees within its bargaining unit during HR's New Employee Orientation. The Union is responsible for producing, copying and distributing materials to employee. If the Union Representative confirms its attendance at the meeting, this provision shall relieve the County from any other provision requiring the County to distribute Union materials.
10. The Union may discuss only the following topics during the new employee orientation:
  - a. The structure of the Union
  - b. How to contact the Union and/or Union stewards
  - c. Union's role in collective bargaining
  - d. Benefits of Union membership

11. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
12. The provisions above in this Section shall not be subject to the grievance and arbitration procedure.

#### **4. COUNTY MANAGEMENT RIGHTS**

The County management rights are provided for in the Employer-Employee Relations Rules and Regulations (EERRR), Article 2, Section 3, and are incorporated herein by reference.

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The exclusive rights of the County also include, but are not limited to the right to direct its employees, to hire, promote, demote, transfer, assign, classify, layoff and retain employees in positions within the County, to take disciplinary action against its employees for proper cause, to determine the methods, means and personnel by which the County's operations are to be conducted, to determine its budget, organization, and merits, necessity and level of any activity or service provided to the public, and to take whatever action is necessary in emergency situations. The exercise of such rights shall not preclude employees or their representatives from consulting in advance with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

#### **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.

- 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.

#### 5.2 Pay for New Employees

- A. New employees shall be appointed at the recruiting step of the salary range in effect for the particular class of position to which the appointment is made.
- B. The department head/appointing authority may authorize that a particular position be filled at step one, two or three, following guidelines issued by the Department of Human Resources. Requests for appointments at step four or five must be approved by the Director of Human Resources.

#### 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 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. 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 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 eligibility.

#### 5.4 Performance Appraisal/Merit Increases

The overall performance appraisal will be conducted and signed by a licensed clinical supervisor or manager of the same clinical discipline. However, this does not preclude the department from receiving input from a non-discipline manager.

- A. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods.
- B. The merit increase eligibility date for employees in regular positions shall be the first day of the pay period following completion of the number of full pay periods of service indicated as follows:

<u>After</u>	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Range Steps	2	3	4	5

Employment beginning on the first working day of a pay period shall be considered as beginning on the first calendar day of that pay period. If the first working day is after the first Monday (Tuesday if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual.

Other than military leave, or workers' compensation leave, a leave-of-absence without pay exceeding seven (7) consecutive calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was on leave-of-absence without pay.

- C. An employee in a regular part-time position shall be treated identically to an employee in a regular full-time position except that merit increases shall be granted in the same proportion as hours of work relate to the hours of work of a regular full-time position.
- D. Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed by the Director of Human Resources or his/her designee. The merit increase shall consist of one step on the salary schedule for the class. A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date. If the supervisor fails to render a performance evaluation within the specific timeframe, then the employee's overall performance shall be assumed to be satisfactory and the employee shall receive, if available, a salary step increase effective on the scheduled date.
- E. The department head shall advise the Director of Human Resources and the Auditor-Controller in writing prior to the merit increase eligibility date whether the merit increase should be granted, denied or deferred. The recommendation must be supplemented by a completed performance evaluation which has been discussed with the employee. The merit increase shall consist of one step on the salary range for the class.

- F. An overall rating of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority must recommend action to be taken.
- G. If, in the department head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the department head shall complete the structured merit rating and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed 13. A merit increase may be deferred only once for any given step on the range for the class. A department head may reopen the matter by submitting another merit rating and recommendation. An employee's merit increase eligibility date shall not be changed by any deferment.
- H. If an employee's merit increase eligibility date is overlooked through an error and, upon discovery of the error, the employee is recommended for merit increase, the employee shall be compensated for the additional salary he or she would have received dating from the original merit increase eligibility date.

#### 5.5 Salary Upon Promotion

Any regular or probationary employee who is promoted to a position with a higher salary range shall receive the recruitment salary for the class or such higher amount as would constitute a five percent (5%) increase over the salary received prior to the promotion, not to exceed the top step of the new classification.

#### 5.6 Not in use

#### 5.7 Not in use

#### 5.8 Not in use

#### 5.9 Longevity Compensation

- A. All employees employed in regular or limited-term full-time positions, upon the completion of ten (10) years continuous full-time service, shall be entitled to a two and one half percent (2.5%) increase in compensation; employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional two and one half percent (2.5%) increase in compensation (a total of 5%), additionally, after twenty-five (25) years of continuous full-time service, an additional two and a half (2.5%) percent increase in compensation (a total of 7.5%), after thirty (30) years of continuous full-time service, an additional two and one half percent (2.5%) increase in compensation (a total of 10%), and after thirty-five (35) years of continuous full-time service, an additional two and one

- half percent (2.5%) increase in compensation (a total of 12.5%) over the rate for the class in which employed.
- B. All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
  - C. Upon qualifying for longevity increase, any further pay increase shall be in addition thereto, and not restricted or reduced by reason of the longevity increase.

#### 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.

#### 5.11 Changes in Salary Allocation

If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he/she was receiving in the range to which the class was previously assigned.

## 5.12 Overpayment and Underpayment

- A. This provision applies when the Auditor-Controller determines that an error has been made to the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions or accrued leaves to the correct rate. The Auditor-Controller shall give written notice to the employee of the error, which shall include the option to meet with the Auditor-Controller to discuss the over/underpayment. As used in this section:
  1. "Earnings" means the biweekly rate of pay including additional pays, and differentials.
  2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
  3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
  4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
  5. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
  6. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
  1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  4. An alternative method mutually agreed upon by the employee and the Auditor-Controller.

- C. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
  - 1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  - 2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  - 3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  - 4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- D. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- E. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll. The limit described in **G** of this section shall not apply to underpayments.
- F. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.
- G. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor-Controller's initial written notice to the employee shall be deemed waived and not reimbursable.
- H. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- I. The provisions of this section apply only to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.
- J. Any disagreement concerning actions taken under this sub-section, may be referred to the grievance procedure contained in this MOU.

## **6. BENEFITS**

### **6.1 Medical Insurance**

Regular and limited term employees have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. The County's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PEMHCA.

### **6.2 Retiree Medical Insurance**

All employees who have concurrently retired from the County and from the California Public Employees' Retirement System ("PERS") may participate in the PERS Health Insurance program at their own expense. The County shall contribute the MEC established by PERS.

### **6.3 Cafeteria Plan**

A. Effective with the coverage effective January 1, 2019, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2019 PEMHCA Bay Area 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, 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 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 \$334.58 per month.

- C. An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

- D. 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 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.

- E. 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.

- F. 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.

#### 6.4 Dental Insurance

Regular or limited-term employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly dental care insurance premium rate on behalf of each regular or limited-term full-time employee and his/her eligible dependents. The County's contribution will be a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

The County shall maintain the existing dental insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional dental insurance plans.

#### 6.5 Vision Insurance

Regular or limited-term employees are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly vision plan insurance premium rate for the standard plan on behalf of each regular or limited-term full-time employee and his/her eligible dependents. The County's contribution will be a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

The County shall maintain the existing vision insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional vision insurance plans.

#### 6.6 Life Insurance

Regular or limited-term employees are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following appointment with the County.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of fifty thousand dollars (\$50,000). Effective the first of the month following the adoption of the collective bargaining agreement, the basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one and one-half (1.5) times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of three-hundred fifty thousand dollars (\$350,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

The County pays one hundred percent (100%) of the life insurance premium on behalf of each regular or limited-term full-time employee. The County will pay a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours.

The County shall maintain the existing life insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional life insurance plans.

#### 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.

## 6.8 Short Term Disability Insurance

The State's Employment Development Department administers two programs for employees who need time off from work. Disability Insurance for time taken due to an employee's own non-work related illness or injury, and Paid Family Leave for time taken to care for a seriously ill family member, or to bond with a new child. For the purposes of this agreement, both programs will be referenced as State Disability Insurance (SDI).

The County participates in the State Disability Insurance program for employees represented by this bargaining unit, and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

- A. In the event a disability which is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall make timely application for SDI benefits.
- B. The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving SDI for the period of time that he/she has and utilizes leave accruals to fully integrate or for the period of time he/she is on approved FMLA or CFRA leave, whichever period is longer.
- C. Employees receiving SDI will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting SDI benefits, the employee will earn prorated accruals based on actual hours worked.
- D. SDI benefits shall be integrated with accrued County leave as follows:
  1. Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which he/she is eligible.
  2. Employees' pay, including leave accruals and or SDI benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
  3. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly SDI benefits.

## 6.9 Long Term Disability Insurance

Employees represented by this bargaining unit do not participate in any County-sponsored long-term disability insurance program.

## 6.10 Retirement

### A. PERS Contract.

Subject to the terms of this subsection 6.10, the County will maintain its contract with the State Public Employees' Retirement System (PERS) and the benefits currently provided there under.

### B. PEPRA Tier.

The County implemented a new pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA tier."

### C. PEPRA Basic Retirement Formula.

For non-safety (miscellaneous) employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of sixty-two (62) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

### D. Disputes Over PEPRA.

If an employee or the Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in section 19. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

### E. Pre-PEPRA Tier.

The County's contract with the Public Employees' Retirement System provides the Miscellaneous Retirement (2.7% @ age 55) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in 6.10.F below.

### F. Pre-PEPRA Tier 2

The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous Retirement formula of 2% @ age 60 in lieu of the 2.7% at 55 formula described in subsection 6.10.E above. This provision applies to employees who are not

eligible under the County's contract with PERS to participate in the pension tier described in paragraph 6.10.E above and who are not required by law to participate in the PEPRA tier described in paragraph 6.10.C above.

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

Members of the PEPRA Tier will contribute toward the PEPRA Tier an employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided by this MOU for members of the PEPRA Tier, whichever is greater. Such contribution will be made by payroll deduction.

2. Non-PEPRA Member Contribution.

Employees subject to the Pre-PEPRA formulas described in paragraphs 6.10.E and 6.10.F above contribute the entire applicable PERS member contribution by payroll deduction.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In November 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (January) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see Appendix D).

4. Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's PERS contribution made pursuant to this MOU will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code.

H. Employer Cost Sharing

1. Effective upon Union ratification and Board approval of the Memorandum of Understanding, the parties agree that employees shall share in the PERS employer rate increases for employer rate costs between 14%-16% as an additional employee deduction; however, the maximum employee contribution shall not exceed one-half of one percent (.5%) through and including September 27, 2014.

2. Effective September 28, 2014, the parties agree to equally share in PERS employer rate increases for employer rate costs between 14%-16%. The maximum employee contribution shall not exceed one percent (1%).

#### 6.11 Social Security and Medicare

Employees represented by this bargaining unit have coverage under the federal Social Security system. The Social Security system requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

All employees represented by this bargaining unit participate in the Medicare program. The Medicare program requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

### **7. SAFETY AND WORKERS' COMPENSATION**

#### 7.1 Safety

The County shall expend every effort to ensure that the work performed under the terms and conditions of this Memorandum of Understanding is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

#### 7.2 Workers' Compensation

- A. In accordance with the California Labor Code, the County provides all statutory workers' compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code section 3700 et seq., the County is insured for workers' compensation at no cost to the employee.
- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work related by the County, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with worker's compensation temporary disability benefits pursuant to Section I below.
- C. In the event that the County is unable to determine if the injury or illness is work related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave will be integrated in accordance with section B above. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section G below.

- D. In the event where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.
- E. The county will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving Worker's Compensation for the period of time he/she has and utilizes leave accruals to fully integrate, or for the period of time he/she is on approved FMLA leave, whichever period is longer.
- F. Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive Workers' Compensation temporary disability benefits.
- G. Sick leave may be used for any medical appointments due to work-related injury or illness.
- H. Service credit as provided in this Memorandum of Understanding or in the Personnel and Salary Resolution toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and temporary disability benefits from Workers' Compensation.
- I. Workers' Compensation temporary disability benefits shall be integrated with accrued County leave as follows:
  - 1. Employees must promptly inform departmental payroll clerks of their workers' compensation temporarily disability benefit amount and provide documentation of receipt for which he/she is eligible.
  - 2. Employees' pay, including leave accruals and workers' compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
  - 3. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability.

### 7.3      Temporary Light Duty Assignments for Injured Employees

- A. If an assignment exists which the department head, in conjunction with the Director of Human Resources, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department:
  - 1. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and

2. Who has the capability and qualifications to perform the temporary assignment.
- B. The remuneration will be the employee's regular salary.
- C. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks.
- D. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time without pay.
- E. After all industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided in Section 7.3 above.

#### 7.4 State Disability Insurance and Temporary Light Duty Assignment for Injured Employees

- A. In the event of a disability which is non-industrial employees shall make timely application for State Disability Insurance temporary disability benefits.
- B. The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has leave accruals to integrate or for the period of time he/she is on approved FMLA leave, whichever is longer.
- C. Employees receiving State Disability Benefits will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will earn pro-rated accruals based on actual hours worked.
- D. State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:
  1. Employees must promptly inform departmental payroll clerks of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible.
  2. Employees' pay, including leave accruals or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and

longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.

3. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly State Disability Insurance temporary disability benefits.

E. Temporary Light Duty Assignments for Injured Employees

1. After all industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided in Section 7.3.

**8. INCENTIVES AND DIFFERENTIALS**

**8.1 Bilingual Pay Differential**

A. Eligibility

1. Any bilingual person employed in a designated public contact position, which has been assigned duties involving regular and frequent use of bilingual skills, shall be eligible to receive the additional compensation.
2. Regular and frequent use shall mean using the skill on the average of once per workday and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the Department and concurrence of the Director of Human Resources for unique circumstances.
3. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation provided in this Section.
4. The provisions of this Section shall be limited to those employees occupying permanent, probationary or limited-term full-time positions.
5. The provisions of this Section shall not apply to supervisory positions with the exception of working supervisors who spend at least fifty percent (50%) of their time in direct contact with the public.
6. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County (e.g., Spanish, Chinese, Filipino).

B. Bilingual Pay Differential

1. Designated employees shall be eligible to receive additional compensation at the rate of \$65.00 per pay period (approximately \$1,690.00 per year).

2. Effective beginning of the first pay period following adoption of the collective bargaining agreement, designated employees shall be eligible to receive additional compensation at the rate of \$75.00 per pay period (approximately \$1,950.00 per year).
3. Such compensation shall be effective the first day of the payroll period following certification by the Human Resources Department that the employee is eligible to receive the bilingual differential.

C. Termination of Bilingual Compensation

The bilingual differential allowance shall cease when any of the following occurs:

1. The employee terminates his/her employment with the County
2. The employee is released from County employment.
3. The position is determined to no longer require bilingual skills.
4. The employee is assigned to a position not requiring the bilingual ability.

An employee who is on leave-of-absence without pay during a pay period shall receive the bilingual differential in proportion to the relationship the time worked during that pay period bears to eighty (80) hours.

D. Procedures for Requesting the Bilingual Differential Allowance

1. Recommendations for bilingual appointments shall be submitted by Department Heads to the Human Resources Department and shall include:
  - a. Name and class of each employee recommended for duties requiring bilingual skills.
  - b. A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature and frequency of use.
  - c. Location of assignment.
2. An employee may appeal the recommendation of the department head to the Director of Human Resources who shall evaluate the recommendation and approve or deny the request. The Director of Human Resources or his/her designee's decision shall be final.

8.2 Standby Pay Differential

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 (\$4.00) dollars per hour.

## 9. VACATION

### 9.1 Accrual

- A. Every employee in a full-time regular or limited-term position shall receive vacation benefits for each pay period of continuous service according to the following schedule:

#### Vacation Credit

<b><u>Pay Periods of Continuous Service</u></b>	<b><u>Per Pay Period of Continuous Service</u></b>	<b><u>Maximum Earnable Vacation Accrual</u></b>
0 through 78 pay periods	3.08 hours	160 hours
79 through 260 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 hours

- B. Vacation accrual shall date from the first of the pay period following the pay period in which the employee commenced such continuous service. If such commencement date was the first working day of the pay period, vacation accrual shall start from such commencement date.
- C. Every employee in a part-time regular or limited-term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- D. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- E. Any person separating from County service who has not taken his earned vacation, if any, shall receive the hourly equivalent of his salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. For purposes of this Section, sick leave and compensatory

time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.

- F. Prior to the beginning of each calendar year, an employee wishing to cash out up to forty (40) hours of vacation accruals, may make such a request between November 1 and by no later than December 20th of the preceding year. This election shall be irrevocable. Payment will be made upon the employee's request, before December 31 of the next calendar year, but no sooner than at the time the employee has accrued the number of vacation hours requested to be cashed out. Approval of such a request will be conditional upon the projection that the employee will reach the maximum vacation accrual based on his/her years of service during the following calendar year and requires the employee to have taken an equivalent amount during the prior twelve (12) calendar month period.

#### 9.2 Notice to Department Heads

In order to avoid the possibility of employees not receiving earned vacations, the County agrees to the following:

If the department head does not provide a specific time for the use of vacation leave, an employee may, as a matter of right, when the accumulated vacation to his/her credit reaches his or her maximum earnable vacation accrual, give oral or written notice to department head and take up to eighty (80) hours.

### **10. SICK LEAVE**

- A. An employee who enters the service of Solano County in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.
- B. Employee holding a regular or limited-term full-time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundredth of an hour.
- C. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears

to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position.

- D. Except for F below, not more than eighty (80) hours of sick leave annually may be granted to an employee for absence due to the care or attendance of ill or injured members of his/her immediate family.
- E. For the purposes of this Section, a member of the immediate family is construed to mean the grandparent, mother, father, husband, wife, registered domestic partner, person assuming the role of the employee's spouse, son, daughter, brother or sister of the employee whether natural, step, or adopted, or grandchild.
- F. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions: a day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family.

Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.

- G. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters the County service. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except for reasons of regular or disability retirement, death, or release from County employment as a result of a permanent reduction in the number of authorized regular help positions or taking office as an elected County official. Employees terminating employment for reasons of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in any of the following combinations:
  - Convert all unused sick leave to the County's Retirement Health Savings (RHS) Account

The date of termination of employment shall be considered as the date certified by the department head as the last day worked, or the last day in an authorized leave without pay status, and shall not include the equivalent time involved in any vacation payoff made at the time of termination.

- H. An employee who is rehired within one year from his/her date of employment separation shall, upon rehire, have his/her previously accrued and unused sick leave added back to his/her sick leave accrued leave balance. For the purposes of

this paragraph, the term “unused sick leave” means those sick leave hours which were accrued and not used in any fashion (e.g. hours used, paid out or converted as provided elsewhere within this Section 10).

## **11. LEAVE CONTRIBUTION PROGRAM**

The Leave Contribution Program assists employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury or other circumstances. The Program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, condition or circumstance.

### 11.1 Eligibility for Leave Contribution Program

To be eligible for this benefit, the receiving employee must: 1) Be a regular full time or regular part time employee who has passed his/her initial County probationary period, 2) Have exhausted all accumulated leave including, vacation, sick leave (unless the leave involves the care of another and the six days of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off, 3) Be unable to return to work for at least 30 days, and 4) Have applied and received approval for a Leave of Absence Without Pay.

### 11.2 Benefits for the Leave Contribution Program

Accrued vacation, compensatory time off (CTO), and/or Administrative Leave hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three (3) months. However, if approved by the department head and the Director of Human Resources, the total leave credits may be extended on a case-by-case basis.

If the leave is for reasons other than the employee's own illness or injury, the donated leave will be converted to vacation and credited to the employee's vacation accrual on an hour-for-hour basis.

While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.

### 11.3 Guidelines for Donating Leave Credits to the Program

1. Accrued vacation and compensatory time off, and/or Administrative Leave hours may be donated by any regular or regular part time employee who has completed his/her initial County probationary period.
2. Time donated will be converted from vacation, CTO, or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For employees who are using leave, for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
3. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three (3) months; however, if approved by the Department head, the Director of Human Resources may approve an extension to six (6) months total time.
4. Initial leave time donations must be a minimum of four (4) hours and thereafter, in four (4) hour increments. An employee cannot donate leave hours, which would reduce his/her vacation balance to less than forty (40) hours.
5. The use of donated leave hours will be in consecutive one-shift increments (i.e., 8 hours for a full time employee working five eight hour days/week).
6. Under all circumstances, time donations made by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.
7. Payment for unused sick leave at the time of termination of employment, shall be in accordance with Section 10. Sick Leave, of this agreement.
8. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

The tax impact of leave donation for other reasons is unknown at this time.

### **12. BEREAVEMENT LEAVE**

1. Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family:
  - natural, step, adoptive parents and grandparents of the employee;

- a person acting in loco parentis for the employee;
  - natural, step, adopted children and grandchildren of the employee;
  - natural, step, adopted brothers and sisters of the employee;
  - present spouse of the employee;
  - ex-spouse who is a natural or adoptive parent of a minor child in the custody of the employee;
  - natural parents and grandparents of the employee's spouse;
  - grandchildren of the employee's spouse;
  - natural and adopted brothers and sisters of the employee's spouse;
  - present spouses of the employee's natural and adopted brothers and sisters;
  - son-in-law and daughter-in-law of the employee; and
  - domestic partners, regardless of gender.
2. Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the department head.

A female employee who has a miscarriage or who gives birth to a stillborn child shall be eligible for bereavement leave in accordance with Section 12, paragraph two. This provision shall be applicable only to the employee having the miscarriage. Bereavement leave for a miscarriage shall not be applicable for any other family members identified in Section 12, paragraph one.

### **13. OTHER LEAVES**

13.1 Not in use

13.2 Not in use

13.3 Jury Duty

Any regular or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to his regular County pay provided he deposits his fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after his excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the employee's immediate supervisor as soon as possible after receipt. Excused absence is defined as the time necessary, including reasonable time for travel, to actually engage in the activities, including required waiting time, covered by this section.

13.4 Not in use

13.5 Not in use

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.

### 13.7 Leave of Absence Without Pay

- A. A leave of absence may be granted only to an employee having a satisfactory record. Department heads may authorize a leave of absence without pay for a regular employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by department heads.
- B. Any regular employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her department head to the Director of Human Resources. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reasons for the requests, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her department head. The department head shall indicate on the request form his/her recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources.
- C. A leave of absence without pay either approved by the department head or approved by the department head and the Director of Human Resources, shall be transmitted by the Director of Human Resources to the Auditor-Controller for appropriate action.
- D. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources shall be promptly notified at the return of any employee from a leave of absence without pay.
- E. Benefits shall not accrue while an employee is on leave of absence without pay.
- F. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by his/her department head to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.

- G. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the department head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- H. A leave of absence may be revoked by the Director of Human Resources upon evidence submitted by the department head that the cause for granting leave was misrepresented or has ceased to exist.
- I. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within three (3) days of the date his/her automatic resignation became effective.
- J. A leave of absence without pay may be granted for any of the following reasons:
  - 1. Illness or disability
  - 2. Pregnancy
  - 3. To take a course of study which will increase the employee's usefulness on return to his/her position.
  - 4. For other reasons acceptable to the department head and/or the Director of Human Resources.

## **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 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 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 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

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 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.

## **15. PROBATIONARY PERIOD**

Employees in this bargaining unit do not serve a probationary period, are designated as at-will, serve at the pleasure of the Appointment Authority and may be terminated at any time by the Appointing Authority.

## **16. LAYOFF**

Employees are at-will status. The County Administrator Officer may implement, at his/her discretion, a layoff policy and/or process.

## **17. FURLOUGHS**

### **A. FACILITIES CLOSURE**

1. The parties agree that the Board of Supervisors shall have the right to close County facilities and or cease County operations regardless of funding source, for up to twelve (12) workdays per fiscal year (July 1 to June 30). The twelve (12) days will be determined at the sole discretion of the County. If the County, in its sole discretion, decides to invoke this authority, it will notify the Union of this decision and the dates of the operations/facility closures.
2. The purpose of the facilities/operations closure is to reduce the need for layoffs and to establish a schedule for the uniform closure or ceasing of certain County Facilities and/or operations.
3. The closure shall not apply to twenty-four-hour institutions and operations designated by the County Administrator to be twenty-four-hour operations, specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Administrator.

### **B. EMPLOYEES' PAY REDUCTIONS/ACCRUAL OF DEFERRED HOURS**

1. This provision applies to all employees except those employees who are exempt from deferred hours as specified in Section 17.A.3.
2. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Administrator, but no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76)

hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.

3. On days County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to maintain their level of pay. If no accruals are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

#### **C. EMPLOYEES EXEMPT FROM PAY REDUCTIONS/DEFERRED HOURS**

The Board of Supervisors authorizes the County Administrator to determine which positions within these 24 hour facilities/units cannot be subject to furlough leave due to the need to provide services that are necessary to the protection of public health, safety and welfare.

#### **D. PAID IF REQUIRED TO WORK**

Employees who are subject to this provision but are required to work on days County facilities/operations are closed pursuant to this provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time shall be taken on another day as determined by the appointing authority.

#### **E. FURLOUGH DAY ON SCHEDULED DAY OFF**

Employees whose normal day off falls on a furlough day will not be paid for that day. Their deferred time shall be taken on another day as determined by the appointing authority.

#### **F. BENEFITS**

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of facility/operations closure. Income tax and social security will be based on actual pay.

#### **G. HOLIDAYS**

If a day of facilities/operations closure is on a Friday preceding a Saturday holiday, employees will receive up to eight (8) holiday CTO hours which may be taken on another day.

**H. TREATMENT OF DEFERRED HOURS AT THE END OF THE FISCAL YEAR**

Employees who have an accrued balance of deferred hours at the end of the fiscal year may take such time during the next fiscal year.

**I. TERMINATING EMPLOYEES**

Employees who terminate employment will be paid for any accrued deferred hours at their normal rate of pay.

**J. APPENDIX "E"**

Effects of this provision on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment are described on Appendix "E" for described situations. Appendix "E" is incorporated herein as an expressed term of this article.

**18. DISCIPLINARY ACTION**

- 18.1 Employees are disciplined or terminated as "at-will" and serve at the discretion of the Appointing Authority and may be terminated at any time by the Appointing Authority, as outlined in the provisions below. However, such a process shall not waive the at-will employment status of said represented employees.

**18.2 Discipline Subject to Appeal**

Disciplinary actions subject to appeal are dismissal from employment, suspension without pay of greater than five (5) work days, or a reduction in pay greater than the employee's base pay rate earnings over five (5) work days.

**18.3 Disciplinary Action Appeal Process**

Disciplinary actions may be appealed in writing to the Human Resources Director or his/her designee within seven (7) calendar days of the date the Notice of Discipline is provided to the employee. The Human Resources Director or his/her designee shall have twenty-one (21) calendar days following receipt of the appeal to meet with the employee and his/her representative (if the employee brings a representative), and attempt to reach a satisfactory resolution, and issue a written decision.

The Human Resources Director or designee's disciplinary action appeal decision shall be final and binding, and shall not be subject to any other appeal.

## **19. GRIEVANCES**

### **19.1 Grievance Definition**

A grievance is any dispute, which involves the interpretation or application of any provisions of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. Grievances must be filed within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance.

### **19.2 Grievance Purpose**

- A. To resolve disputes informally at the lowest possible levels;
- B. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Memorandum of Understanding;
- C. To encourage communication between employees, the Union, and County representatives;
- D. To determine and correct, if possible, the causes of grievance disputes.

### **19.3 Grievance Steps**

#### **Step 1. Informal Discussion**

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor in an effort to resolve the grievance informally. The immediate supervisor shall have ten (10) calendar days from the date of the informal discussion to verbally respond to the employee.

#### **Step 2. Department Head and/or the Designated Representative**

The employee has ten (10) calendar days from the management official's verbal response if it does not resolve the grievance, or ten (10) calendar days from the date of the informal discussion with the management official, whichever comes later, to file the grievance in writing with the department head or his/her designee. The department head or his/her designated representative will meet with the grievant and his/her Union representative and shall provide a written response to the grievance within twenty-one (21) days of having received it.

If the grievance is not resolved within the department, the employee or the unions shall have the right to appeal the grievance to the Human Resources Director, in writing, within fifteen (15) calendar days of the response made at Step 2.

#### **Step 3. Director of Human Resources**

Any employee or any official of the Union may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the

nature of the determination desired. The Human Resources Director shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step 4 or 5 below which has not first been filed and investigated in accordance with Step 2.

#### **Step 4. Mediation**

If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, the moving party shall have twenty-one (21) calendar days to request in writing that the grievance be scheduled for mediation.

Mediation will be convened within ninety (90) working days of receipt of the timely request for mediation.

The mediator shall be selected by mutual agreement from the State Conciliation Service.

The recommendation of the mediator shall be advisory only.

The mediator shall not issue any public statement of fact or opinion on the matter in question.

The mediator's recommendation shall neither be made public nor be introduced into any other grievance level by the other party.

Either party may appeal the recommendation of the mediator to arbitration.

An employee from the department in which the issues arose may not participate as a mediator.

#### **Step 5. Arbitration**

If the grievance is not resolved at Step 4, the Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/Conciliation Serve a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration shall be made in writing within twenty-one (21) calendar days following completion of mediation.

#### 19.4 Scope of Mediation and Arbitration Decisions

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. No mediator and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance as set forth in Section 19.1.
- C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Director of Human Resources in pursuance of the procedures outlined in Section 19.3, Step 3 above or the mediator in pursuance of the provisions of 19.3, Step 4 above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may not order reinstatement and may not assess any penalty upon the County.

#### 19.5 Compensation Complaints

- A. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Only complaints, which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.
- B. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.

## **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.

#### **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.

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.

### 20.3 Overtime

Employees represented under this collective bargaining agreement are exempt from overtime as provided under the federal Fair Labor Standards Act (FLSA).

### 20.4 Not in use

### 20.5 Medical Advisory Committee

#### **A. Composition**

The Medical Advisory Committee shall be composed of physicians, psychiatrists and/or dentists covered by this Agreement currently employed by the County.

The Committee shall consist of the members of the medical, psychiatric and dental staffs.

#### **B. Meeting and Minutes**

The Medical Advisory Committee shall schedule regular monthly meetings. The County will provide release time for the meetings. The Committee shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Deputy Director of Health and Social Services – Health Officer and Mental Health Medical Director upon request.

#### **C. Purpose**

The Medical Advisory Committee shall act as an advisory body to the Director of Health and Social Services in matters of patient care. The Committee and the County will duly consider recommendations made by the other and respond in writing within thirty (30) days. The Committee may request meetings with the head of any Division within the Health and Social Services Department.

#### **D. Objectives**

The objectives of the Medical Advisory Committee shall be to work constructively for the improvement of patient care and medical practice.

## **21. NO STRIKE/NO LOCKOUT**

- A.** The Union, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties during the term of this Memorandum of Understanding.

- B. The County agrees not to engage in any lockout during the term of this Memorandum of Understanding.

## **22. OTHER PROVISIONS**

### 22.1 Licensing and Certification Fund

The County shall maintain a Licensing and Certification Fund, for the benefit of regular full-time and regular part-time employees who work half-time (.5) or more in an allocated position, for payment of professional license fees necessary to practice medicine, psychiatry or dentistry in the State of California. Any qualified employee who avails him or herself of the County's Licensing and Certification Fund and who voluntarily leaves the County service during the fiscal year in which the employee drew the fund, shall reimburse the County on a pro-rata basis the amount the employee received from the Licensing and Certification Fund.

### 22.2 Mileage Reimbursement

#### **A. Amount of Reimbursement**

Employees who are authorized and use personal automobiles, vans or trucks on official County business shall be eligible for reimbursement for such use based upon a flat rate per mile of County business use in accordance with the IRS rate. The deductible amount, not covered by the employee's insurance which becomes an actual expense to the employee because of an accident while on County business, and for which the employee is not cited, shall be reimbursed by the County up to maximum of \$500.00 per accident. Necessary tolls and parking fees are also reimbursable. Claims for deductible reimbursements shall be documented. Reimbursement of Out-of-County trips shall not exceed the cost of reasonable public transportation; i.e., air, train, bus.

#### **B. Claims**

Each employee who wishes reimbursement for the authorized use of a personal vehicle on County business shall file a claim with his/her department utilizing the forms and procedures designated by the County Auditor-Controller.

#### **C. Authorized Use – Official County Business**

1. Authorization to use a personal vehicle on official County business shall be obtained in advance from the employee's department head. Failure to obtain advance authorization may nullify the claim for reimbursement.
2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.

3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases where an employee drives directly from his/her normal place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursement is allowable for the actual miles driven less any personal miles, and shall be for the shortest route. (For example, an employee living in Vacaville with a normal work site assignment in Fairfield, who drives to Sacramento and back home on County business, would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees. The same employee driving to San Francisco and back home could claim the round trip mileage between Fairfield and San Francisco via I-80 plus parking fees and tolls.)

#### D. Evidence of Insurance

Prior to operating a personal vehicle on County business employees shall file evidence of insurance with their department head, which reflects the current level of coverage.

##### Suggested Coverage:

1. Property Damage and Liability; \$300,000 combined single limit.
2. Uninsured Motorist; \$300,000
3. Medical Payments: \$5,000

Employees may elect not to purchase either comprehensive or collision coverage on their vehicle, but the County's maximum liability for "deductible" claims in the event of non-recoverable loss because of lack of coverage shall be limited to a total of \$200.00 per accident.

#### 22.3 Contracting Out

In the event the County was to consider contracting out work to fill a regular full-time or part-time position that would displace any County employee in bargaining Unit #11, the Union of American Physicians and Dentists would be notified. If requested by the Union, the County will meet and confer over the impact of contracting out and its affects on the terms and conditions of employment for Unit #11 members. The County will also work with UAPD to identify qualified applicants in the recruitment process before resorting to the use of private contractors to fill regular full-time and part-time positions.

#### 22.4 Malpractice

The County shall consult with the affected physician prior to agreeing to any out-of-court settlement in a case in which the physician is named.

## 22.5 Professional Dispute Resolution

The Director of Health and Social Services shall have the final say on the employment status of employees covered by this Memorandum of Understanding.

The Director of Health and Social Services will consult with the appropriate Deputy Director and the Medical Advisory Committee if there is a professional dispute involving medical issues.

## 22.6 Continuing Education Hours

With the approval of the Deputy Director of Health and Social Services – Health Officer, Deputy Director of Health and Social Services – Mental Health Director of the Mental Health Medical Director, or other appropriate departmental authority, a regular full-time physician, psychiatrist or dentist may be granted up to fifty (50) hours per fiscal year (pro-rated for regular part-time employees) to participate in continuing education courses required for licensing as accepted by the appropriate state board. The continuing education hours granted will be for continuing education hours and travel time only. Time spent in obtaining continuing education credits on the weekends, evenings or holidays, shall be considered hours worked, and employees shall be compensated at their base hourly rate of pay.

Requests for continuing education time (which includes requested time to take a medical examination and online courses) must be made at least two (2) weeks in advance of the course or scheduled examination on forms approved by the Director of Health and Social Services and a copy of the course brochure must accompany the request. Requests will not be unreasonably denied.

Continuing Education Hours (CEH) may be carried over to the next fiscal year if the employee is denied the opportunity to use his/her CEH leave during the fiscal year. Employees must request to use CEH leave for it to be considered denied. No more than one year CEH leave may be carried over to the next year and total CEH leave carry over may not exceed one hundred (100) hours at any time.

Effective the first full pay period including July 1, 2018 and each July 1<sup>st</sup> thereafter, employees shall receive cash payment two thousand Dollars (\$2,000). This provision (\$2,000) shall expire June 30, 2020.

Effective the first full pay period that includes July 1<sup>st</sup>, 2020 and every first full pay period of July thereafter, employees shall receive cash payment of three thousand dollars (\$3,000). This payment is to partially offset tuition and /or registration fees and the cost of course related materials for continuing education requirements as well as professional association fees. This payment shall be made in advance. Employees who start County employment after July 1st, shall receive within the employees first two full pay-period paychecks following date of hire, the pro-rata amount based on the number of full pay periods remaining in the fiscal year from the date of hire. This payment shall be prorated for less than full-time employees. Effective the first full pay period including July 1, 2018 and each July 1<sup>st</sup> thereafter, employees shall be reimbursed for up to \$550

per fiscal year for cost associated with membership in their preferred professional organization. This payment shall be prorated for less than full-time employees. This provision (\$550) shall expire June 30, 2020.

## **23. SEVERABILITY**

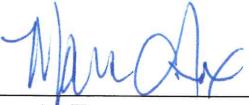
If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such provision shall be restrained by such tribunal, the remainder of this Agreement shall not be affected hereby.

## **24. FULL UNDERSTANDING**

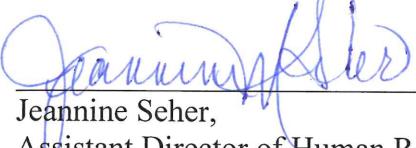
The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, binding practices, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time.

In witness hereof the authorized representatives have set their hands as set forth below, the latest of which shall be deemed the signed date of this Memorandum of Understanding:

**FOR THE COUNTY:**

  
\_\_\_\_\_  
Marc A. Fox,  
Director of Human Resources

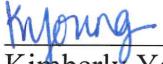
1/18/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeannine Seher,  
Assistant Director of Human Resources

1/28/2020  
\_\_\_\_\_  
Date

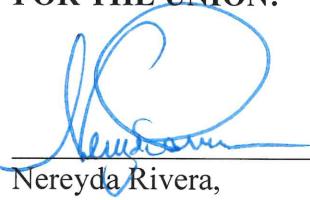
  
\_\_\_\_\_  
Bela Matyas,  
Deputy Director, H&SS

1/31/20  
\_\_\_\_\_  
Date

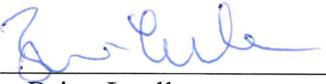
  
\_\_\_\_\_  
Kimberly Young  
Human Resources Analyst

1/18/2020  
\_\_\_\_\_  
Date

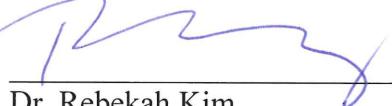
**FOR THE UNION:**

  
\_\_\_\_\_  
Nereyda Rivera,  
Chief Spokesperson  
UAPD Chief Spokesperson

1/15/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Brian Luellen  
Psychiatrist (Board Certified)

1/15/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Rebekah Kim  
Clinic Physician (Board Certified)

1/15/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Himilce Rovirosa  
Dentist

1/15/2020  
\_\_\_\_\_  
Date

## **Appendix A – Listing of Classifications**

Regular and limited-term classifications represented under this Agreement are:

Clinic Physician  
Clinic Physician (Board Certified)  
Dentist  
Psychiatrist  
Psychiatrist (Board Certified)  
Psychiatrist (Child-Board Certified)

## 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%) of the base wage rates in effect the day before such increase takes effect.
4. Effective concurrent 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%).
  - 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%).
  - 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%).
5. Effective the beginning of the twenty-sixth (26<sup>th</sup>) pay period following the pay raise increased described in Appendix B, paragraph 3 above, the base wage rates set forth for employees in this bargaining unit shall be increased by three percent (3%).
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. Effective the beginning of the twenty-sixth (26<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 5 above, the base wage rates will increase by two percent (2%) 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.

**Appendix C – NOT IN USE**

## Appendix D – Regarding Payment of Enhanced Pension

Formula PERS 2.7% @ 55

Note: The amounts shown exclude the increase cost of the employee contribution from 7 % to 8%.

This formula was prepared June 10, 2002 and serves as a basis for future calculations and is included here for reference.

Cost of the benefit	\$75,036,452
Term in Years	20
Amount due to County each year	\$3,751,823
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	2320
Average monthly salary	\$4,074
Average per pay period gross salary	\$1,880
Average Annual Gross Salary	\$48,888
Total Annual Payroll	\$113,420,160
Formula for Employee Share	Amount
Annual amt of pay back = Total cost divided by 20 years	\$3,751,823
Annual per employee pay back = Divide annual amount of payback by the avg. number of employees for the previous year	\$1,617.16
Avg. pay back per employee per pay period = Divide the annual per employee payback by number of pay periods	\$62.20
Percentage of gross per pay period salary deducted from each eligible employee = Divide the avg. pay back per employee per pay period by the avg. per pay period gross salary	3.31%

## Appendix E – Closure of County Facilities to Achieve Cost Reductions

Situation	Result	Comments
Full-time (F-T) employees	Pay is reduced by 4.0 hours.  4.0 hours credited to furlough leave accruals.	
SDI integration	Integrate leave accruals up to employee's Full Time Equivalency (FTE) less furlough hours.	Examples: F-T EE normally works 80 hours/pay period minus 4 furlough hours = integrate up to 76 hours.  P-T EE normally works 40 hours/pay period minus 2 furlough hours = integrate up to 38 hours.
Workers' Compensation integration.	Same as SDI integration.	See examples under SDI integration.
Leave without pay for partial pay period	Pay is reduced by 4.0 hours (or pro-rated if part-time employee).  4.0 hours credited to furlough leave accruals.	Furlough hours based on EE's normal FTE (not pro-rated based on hours worked).
Various shifts (4/10, 9/80)	Pay is reduced by 4.0 hours.  4.0 hours credited to furlough leave accruals.  If furlough is day off, another day is taken as furlough.	
Promotion/Demotion	Pay is reduced by 4.0 hours.  4.0 hours credited to furlough leave accruals.	No effect on number of furlough hours unless there is a change in FTE.
Taxes	Taxes are withheld on the reduced salary.	
New hires (working less than 80 hours 1 <sup>st</sup> pay period)	Furlough hours pro-rated based on scheduled number of hours to be worked.  Furlough hours credited to furlough leave accruals.	Example: EE starts work Tuesday after Monday holiday (works 72 hours of pay period) = 90% of pay period. 4.0 furlough hours x 90% = 3.6 hours

Situation	Result	Comments
		credited to furlough leave accruals and pay reduced by 3.6 hours.
Holidays	No change.	EE must be in a paid status the day before and the day after the holiday to be compensated for the holiday.
Retirement deductions	Reduction in earnings due to furlough will reduce reportable earnings and reduce PERS deductions.	Retirement deductions taken based on reduced salary.
Retirement benefits	Retirement allowance calculated using the average monthly full-time <b>pay rate</b> (final compensation) reported to CalPERS for the highest 12 consecutive months of employment.	Furlough does not change pay rate. However, furlough could reduce special compensation amounts that are paid as a factor of earnings. In some cases final compensation could be reduced, but only for members with earnings-based special compensation whose highest 12 month period at retirement includes furlough time.
Health insurance contributions	No change.	As long as EE is in a paid status in the pay period, health insurance contributions will be made.
Leave accruals	No change.	Normal leave accruals will be earned.
Terminations	Employee is paid for any furlough hours accrued and not used.	Treated the same as vacation leave balance.
Differentials (% of actual earnings)	Differentials paid as a factor of earnings will be reduced based on reduced earnings.	Example: longevity pay.
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.
Part-time employees	Furlough reduction will be pro-rated based on FTE.	
Change from FT - PT	Same as part-time employees' language.	
Change from PT - FT	Same as full-time employees' language.	

Situation	Result	Comments
Voluntary Time Off (VTO)	Same as full-time employees' or part-time employees' language.  If furlough day falls on day off, another day is taken as furlough.	The employee will be treated as any other full-time or part-time employee.
Not enough accrued furlough to cover furlough day	Use applicable leave balances. If no leave balances available, record leave without pay hours.	

Side Letter Agreement  
Between the County of Solano and the Union of American Physicians &  
Dentists

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.

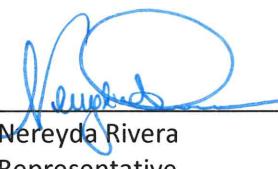
The parties further acknowledge that funding availability is subject to change or may be discontinued with little advanced notice to the County.

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

FOR THE COUNTY

  
\_\_\_\_\_  
Marc Fox  
Director of Human Resources  
1/28/20  
Date

FOR UAPD

  
\_\_\_\_\_  
Nereyda Rivera  
Representative  
1/15/2020  
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.

FOR THE COUNTY

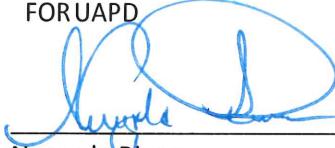
  
\_\_\_\_\_  
Marc Fox

Director of Human Resources

\_\_\_\_\_  
Date

1/28/20

FORUAPD

  
\_\_\_\_\_  
Nereyda Rivera

Representative

\_\_\_\_\_  
Date

1/15/2020

**Side Letter Agreement**  
**Between the County of Solano and the Union of American Physicians &**  
**Dentists**

**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 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.

FOR THE COUNTY

  
\_\_\_\_\_  
Marc Fox

Director of Human Resources

\_\_\_\_\_  
Date

1/28/20

FOR UAPD

  
\_\_\_\_\_  
Nereyda Rivera

Representative

\_\_\_\_\_  
Date

1/15/2020

Side Letter Agreement  
Between the County of Solano and the Union of American Physicians &  
Dentists

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.

Dated: 1/28/20

FOR THE COUNTY:

  
\_\_\_\_\_  
Marc Fox  
Director of Human Resources

FOR UAPD:

  
\_\_\_\_\_  
Nereyda Rivera  
Chief Spokesperson

Side Letter Agreement  
Between the County of Solano and the Union of American Physicians &  
Dentists

Regarding CMSP

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.

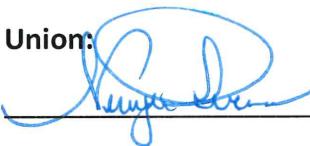
County:



Marc Fox, Director of Human Resources

Date: 1/28/20

Union:



Nereyda Rivera, Chief Spokesperson

Date: 1/15/2020