

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

5. SALARIES

5.1 Salary Ranges and Pay Date

Salary ranges for classifications represented by the Union are listed in **Appendix B (Placeholder)** 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 (CCL)

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.

5.4 Performance Appraisal/Merit Increases (CCL)

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~~ ten percent (~~5~~10%) 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 five (5) years of continuous full-time service, shall be entitled to a two and a half percent (2.5%) increase in compensation; 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 another two and one half percent (2.5%) increase in compensation (total of 5%); employees who complete fifteen (15) years of continuous full-time service, shall be entitled to an additional two and one half percent (2.5%) increase in compensation (total of 7.5%); 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~~10%), 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~~12.5%), 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~~15%), 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~~17.5%) over the rate for the class in which employed.

2. 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.
3. 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/verbal 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 five days, ~~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 ten percent (10%) ~~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 (CCL)

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.

8. INCENTIVES AND DIFFERENTIALS

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~~ **fifteen** (\$~~4.00~~ **15.00**) dollars per hour.

14. HOLIDAYS

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

March 31st – Cesar Chavez Day

The last Monday in May - Memorial Day

June 19th - Juneteenth

July 4th - Independence Day

The first Monday in September - Labor Day

The second Monday in October - Columbus Day

November 11th - Veterans' Day

Thanksgiving Day - Traditional as designated by the President or Governor

Friday - the day after Thanksgiving Day

December 24th – Christmas Eve (County Office Closure at 1:00 P.M)

December 25th - Christmas Day

January 31st – New Year's Eve (County Office Closure at 1:00 P.M)

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

~~a. December 24th Christmas Eve Day (beginning at 1:00 p.m.)~~

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

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

2. Other Paid Holidays Include:

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

22. OTHER PROVISIONS

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)~~ **eighty (80)** 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 1st 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 1st, **2023** and every first full pay period of July thereafter, employees shall receive cash payment of ~~three~~ **four thousand and five hundred dollars (\$4,500)**. 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 1st 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.~~