

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**UNION OF AMERICAN PHYSICIANS AND DENTISTS  
(U.A.P.D.)**

**AND**

**THE COUNTY OF SAN JOAQUIN**

**FOR THE**

**PHYSICIANS BARGAINING UNIT**

**August 13, 2024 – August 12, 2026**

MOU BETWEEN UAPD AND COUNTY OF SAN JOAQUIN

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MOU BETWEEN UAPD AND COUNTY OF SAN JOAQUIN

**RECOGNITION**

San Joaquin County recognizes the Union of American Physicians and Dentists as the exclusive bargaining representative for the physicians' representation unit.

**DURATION**

This Memorandum of Understanding (MOU) shall become effective August 13, 2024, and shall remain in full force and effect through August 12, 2026.

**1. MANAGEMENT RIGHTS**

**1.1 Management Rights**

UAPD and the County of San Joaquin recognize that it is the exclusive right of the County except as may be provided otherwise by this Memorandum of Understanding or the Employer-Employee Relations Policy to make all decisions of a managerial or administrative character, including but not limited to:

- (a) Hire, promote, transfer, assign, schedule, classify positions, retain employees, and to suspend, demote, discharge or take disciplinary action against employees.
- (b) Lay off or demote employees from duties because of lack of funds, in the interest of economy, or other legitimate reasons.
- (c) Determine the policies, standards, procedures, methods, means and personnel by which County operations are to be conducted.
- (d) Take whatever actions may be necessary to carry out the mission of the County in situations of emergency.
- (e) Nothing in this Memorandum shall be construed to interfere with the County's right to manage its operations in the most economical and efficient manner consistent with the best interests of all the citizens of San Joaquin County.

**1.2 Discrimination in Employment Prohibited**

No employee, or applicant for employment, shall be discriminated against in any aspect of employment because of, age, ancestry, color, creed, gender expression, gender identity, genetic information, marital status, medical condition (cancer or genetic characteristics), military or veteran status, national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex, or sexual orientation or any other basis prohibited by applicable federal and state law.

Any employee who believes they have been harassed or discriminated against because of any of the above reasons, may bring the matter to the attention of the supervisor or may consult with their

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Department Equal Employment Opportunity Coordinator. The initial contact should be made as soon as possible.

### 1.2.1 American with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA)

San Joaquin County shall comply with the provisions of the Americans with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA). Individuals requesting reasonable accommodation shall make a request to their supervisor or manager, supported by sufficient medical certification from an appropriate health care provider. The request shall identify the specific work restrictions along with any recommended reasonable accommodation(s) needed in the workplace. The medical certification shall also specify the anticipated duration needed for the work restrictions. The manager or supervisor shall respond to the request in writing within ten (10) days of receipt. The manager and/or supervisor shall engage in a good faith, timely, interactive process with the employee in compliance with the ADA and FEHA. Documentation and/or information received through this process is subject to confidentiality laws. Human Resources' Disability Management Unit may be contacted for assistance and facilitation of the interactive process. Reasonable accommodation determinations are made at the department level.

### 1.3 UAPD Access

The UAPD will have the right to appoint two (2) steward representatives. UAPD shall submit a listing of such employees including their titles and departments and the duties for which they will be responsible. The stewards shall give advance notice to the Physician Director when contacting departmental employees during their duty period. Steward Representatives will be authorized up to three (3) hours of release time per complaint at the first and second levels of the complaint process. During a discussion of matter within the scope of this Memorandum of Understanding (MOU), an employee may request that a shop steward be present. A request for release time for the purposes outlined above shall be made prior to taking the release time. Such a request shall not be unreasonably denied.

### 1.4 New Employee Orientation

UAPD representatives shall be allocated time, not to exceed thirty minutes, to participate in each general orientation program for new employees, including the following conditions:

- (a). The County will provide at least thirty (30) days of advance notice to UAPD regarding the orientation schedule by providing UAPD with a calendar of orientation dates.
- (b). The County will provide a roster of the individuals in the physicians' bargaining unit who are scheduled to attend orientation session at least fourteen (14) days prior to the session.
- (c). In the event that audio-visual equipment is available and being utilized by the County for the presentation of orientation information, UAPD shall be provided reasonable access to such equipment.

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### **1.5 Use of County Facilities**

County facilities shall be available to UAPD as follows:

- (a) County Buildings. UAPD may be granted the use of County facilities for meetings composed of County employees within the bargaining unit provided space can be made available without interfering with County needs. UAPD shall obtain the permission of the designated County official for the use of such facilities.
- (b) Bulletin Boards. UAPD has the right to the reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Union and the department, under the following conditions:
  - 1. Material shall be posted on space as designated.
  - 2. Posted material shall bear the name of the Union.
  - 3. Posted material shall not be misleading, contain any deliberate misstatements or violate any Federal, State or County laws.
  - 4. Material shall be neatly displayed and shall be removed when no longer timely.

### **1.6 Payroll Deduction**

UAPD shall have the regular dues of its bargaining unit members deducted from their paychecks under procedures as follows:

- (a) UAPD is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. It is the employees' responsibility to submit requests to start or stop deductions directly to UAPD and not to the County. UAPD is responsible for maintaining the deduction forms from individual employees. Copies of an individual employee's deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding UAPD membership, dues amounts, and payroll deductions must be directed to UAPD and not the County.
- (b) UAPD will give the County timely notice of any change to an employee's deductions, including starting and stopping deductions, or validly cancelling or revoking a deduction authorization.

UAPD shall indemnify, defend, and hold the County, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including, claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on UAPD's representations and certifications regarding employee dues deduction authorizations.

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The County shall promptly give written notice of any claim to the Union, shall provide any assistance that the Union may reasonably request for the defense of the claim, and the Union has the right to control the defense or settlement of the claim.

This section shall not be subject to the complaint process in section 8.

### **1.7 Bargaining Unit Reports**

At least every thirty (30) days, the County will furnish UAPD with the information specified below, on file within the County's Human Resources database system (currently PeopleSoft), for all employees represented by UAPD. The information provided will include:

Name  
Job Title  
Department  
Work Location  
Work Phone Number Home Phone Number  
Personal Cellular Phone Number Personal Email Address  
Home Address

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code 3558 only, an employee may opt out via written request to the County (copy to UAPD) to direct the County to withhold disclosure of the employee's:

Home Phone Number  
Personal Cellular Phone Number  
Personal Email Address(es)

### **2. MALPRACTICE PROTECTION**

The County's obligation to defend and indemnify its officers and employees is prescribed by California Government Code 825 et seq and 995 et seq. The County shall indemnify and defend employees in this bargaining unit in accordance with the applicable law when and if they are sued for errors or omissions (malpractice) within the course of their duties, save and except where the applicable law excuses the County's obligation to defend (e.g. fraud, malice).

### **3. STATE DISABILITY INSURANCE**

Unit members have elected to participate in the State Disability Insurance (SDI) program. Employees shall purchase SDI at their own expense. The SDI programs provide short-term Disability Insurance (DI) and Paid Family Leave (PFL) wage replacement benefits to eligible employees unable to work due to non-work-related illness or injury, pregnancy, or childbirth; or to care for a family member with a serious health condition, bond with a new child, or participate in a family member's qualifying military event. SDI is not a form of leave. For information on leave of absence, refer to Section 5.

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## 4. COMPENSATION

### 4.1 Hours of Work

Employees in this bargaining unit are professional, exempt employees and as such are paid a predetermined salary each biweekly period irrespective of the number of hours worked in a workweek.

### 4.2 Salaries

- (a) Effective the first full pay period following Union ratification and Board of Supervisors' adoption of a 2024 successor MOU, each full time employee in active paid status as of August 13, 2024 will receive a lump sum payment of one thousand five hundred dollars (\$1,500) as a non-discretionary incentive to ratify the agreement. It is the intent of the parties that the lump sum payments will not be treated as salary or wages, as the payments are not provided as compensation for hours of employment or longevity pay. There will be no roll up effect of the lump sum payments. The County will withhold taxes from lump sum payments in accordance with federal and state requirements. The lump sum amount will be prorated for part time employees.
- (b) Effective the first full pay period following Board of Supervisors' adoption of a 2024 successor MOU, Incentive Pay for Psychiatrists and Child Psychiatrists will be eliminated. In lieu of incentive pay, the County will increase base salary for Psychiatrists and Child Psychiatrists by an additional twenty percent (20%).
- (c) Effective the first full pay period following Board of Supervisors' approval of a 2024 successor MOU, all employees shall receive a Cost of Living Adjustment of three percent (3%) of base salary.
- (d) Effective the first full pay period following Board of Supervisors' approval of a 2024 successor MOU, base salaries for the following specialties will be increased as follows:
  - Anesthesiology: Flat ten thousand dollars (\$10,000) salary increase
  - Endocrinology: Flat fifteen thousand dollars (\$15,000) salary increase
  - Gastroenterology: five percent (5%)
  - Internal Medicine: seven and one-half percent (7.5%)
  - Ob/Gyn: six percent (6%)
  - Otolaryngology (ENT): twelve percent (12%)
  - Pediatricians: five percent (5%)
  - Primary Care (Clinics): four percent (4%)
  - Urology will be increased to an annual salary of \$600,000 (inclusive of 3% COLA)



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- (e) Effective the first full pay period that is one year after the increase reflected in (c) above, all employees shall receive a Cost of Living Adjustment of two and one-half percent (2.5%).
- (f) COLA adjustments shall apply to base salary only.

### 4.3 Adjustments to Individual Salaries

The County may, from time to time, propose changes to the salary, including base pay, supplements and incentives, of any represented position or employee. Notice of such proposed changes shall be provided to UAPD in writing. Upon request, but not more than ten (10) working days after notice, the County shall meet and confer with the union to discuss the proposed changes.

Audit of Incentives: The Union may audit or otherwise obtain information concerning the incentive payments.

### 4.4 Call Requirements and Extra In-House Call:

- (a) **Anesthesiology Call:** Anesthesiology shall take equitable in-house trauma call coverage at the discretion of the Chair to ensure 24 hours, 7 days per week, (365 days per year) trauma coverage. Calls will be tracked by the Department Chair. Anesthesia providers are expected to make up calls during the quarter when they are away. Anesthesia providers who work in excess of the required call hours specified above will be paid as follows:

M-F, Saturday, Sunday Hours above forty (40) hours a week spent on primary in-house on call are paid at two hundred twenty-five dollars (\$225) per hour. Effective the first full pay period following Board of Supervisors' approval of a successor MOU, hours above forty (40) hours a week spent on primary in-house on call are paid at two hundred sixty-five dollars (\$265) per hour for non-trauma shifts or two hundred seventy-five dollars (\$275) per hour for trauma shifts.

Anesthesiology providers will be paid as follows for secondary in-house call:

- Monday through Friday: one thousand two hundred dollars (\$1,200) for secondary in-house call
- Saturday and Sunday: one thousand six hundred dollars (\$1,600) for secondary in-house call

Anesthesiology providers will be paid five hundred dollars (\$500) per shift of third call (by phone).

- (b) **Endocrinology and Infectious Disease Call:** Endocrinology and Infectious Disease providers are required to be on call by telephone forty-seven (47) weeks of the year, with support provided by residents and attending staff. Endocrinology and Infectious Disease providers will be paid thirteen thousand dollars (\$13,000) per

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fiscal year for telephone on-call (paid per bi-weekly pay period), pro-rated for part-time providers.

- (c) **Family Medicine Inpatient Call:** Inpatient physicians are expected to participate equally in the telephone call schedule to supervise residents. The inpatient incentive is based on a 0.1333 distribution of the call not covered by contract physicians. Physicians who elect to take more or less than the expected share of call will be paid a proportional amount based on their actual share of call coverage.
- (d) **Gastroenterology Call:** Gastroenterology providers who take call by telephone will be paid one thousand dollars (\$1,000) per weekday night and one thousand five hundred dollars (\$1,500) per 24-hour shift (weekend/holiday). Effective the first full pay period following Board of Supervisors' approval of a successor MOU, Gastroenterology providers who take call by telephone will be paid one thousand two hundred dollars (\$1,200) per weekday night and two thousand dollars (\$2,000) per 24-hour shift (weekend/holiday). Should the provider come into the hospital while on call, they will be paid one hundred forty-five dollars (\$145) per hour.
- (e) **Ob/Gyn Call:** Ob/Gyn assigned to in-house on-call will be paid one hundred sixty dollars (\$160) per hour. At the request of the in-house Ob/Gyn that is on the Labor and Delivery unit, a back-up Ob/Gyn will be paid one hundred sixty dollars (\$160) per hour for providers who come into the hospital.
- (f) **General Surgery Call:** Both full-time and part-time physicians are expected to fulfill their assigned job duties and the criteria for trauma, ICU, and surgery response as assigned. As assigned, full-time staff are to share with other surgical attending the daytime call responsibilities Monday-Friday to cover trauma, ICU and general surgery services. Part-time staff will be assigned a pro-rated share of AM Monday-Friday call based on the decision of the Department Chair/Trauma Medical Director or the CMO.

Effective the first full pay period following Board of Supervisors' approval of a 2024 successor MOU, extra surgery call in excess of this minimum number per month will be paid as follows:

- Monday through Friday: One thousand dollars (\$1,000) per day (daily rate)
- Saturday and Sunday: One thousand five hundred dollars (\$1,500) per day (24 hours)

Trauma Stipend: Surgeons who participate on the trauma team for in-house, back-up trauma and ICU coverage and who meet the trauma criteria for board certification, training, continuing medication, continuing medical education, PIPS participation and other trauma qualification requirements will be paid sixty-five thousand, six hundred thirty-nine dollars (\$65,639) per year. The Trauma Medical Director is responsible for verifying an individual surgeon's compliance with trauma requirements.

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For full-time and part-time staff, trauma call or general surgery response shifts taken in the evenings Monday —Friday, and Saturday or Sunday call will be paid as follows:

- Two thousand dollars (\$2,000) per shift for in-house trauma or ICU call
- Five hundred dollars (\$500) per shift for back-up trauma or ICU call (must arrive to the ED within thirty (30) minutes when requested)

Effective the first full pay period following Board of Supervisors' approval of a successor MOU, for full-time and part-time staff, trauma call or general surgery response shifts taken in the evenings Monday —Friday, and Saturday or Sunday call will be paid as follows:

- Three thousand dollars (\$3,000) per shift for in-house trauma or ICU call
- One thousand dollars (\$1,000) per shift for back-up trauma or ICU call (must arrive to the ED within thirty (30) minutes when requested)
- Payment of the stipend may be withheld if medical records or billing records are incomplete.

- (g) **Neurosurgery Call:** Neurosurgeons are expected to fulfill their assigned job duties which includes a share of call at SJGH with other neurosurgeons. As part of base salary, Neurosurgeons are expected to take at least five (5) days of call per month. The call will be organized by the Neurosurgery Division and approved by the Chief of Neurosurgery. An employee will be paid for extra call beyond the five (5) days per month. Payment will be at the rate of two thousand dollars (\$2,000) per 24-hour call after submission of the dates of extra call. The neurosurgery call will be shared equally with at least three (3) neurosurgeons, where holidays, weekends and call will be balanced equally among the members.

Neurosurgeons are expected to comply with trauma policies and requirements set forth by SJGH, the San Joaquin Emergency Medical Service Agency, and the American College of Surgeons in regards to response times, consultation services, surgical services and quality review requirements (e.g., PIPS reviews) for the neurosurgical service.

- (h) **Orthopedic Surgery Call:** As of December 2023, Orthopedic and surgery providers (both full time and .75 FTE) are required to perform seven days of call per month. This is scheduled as one weekend per month (three (3) days – Friday, Saturday and Sunday) and one (1) weekday per week (four (4) days per month). Surgeries performed while on regular call are included in the base salary. Base salary is reduced if physician is on-call for less than seven (7) days.

Extra orthopedic call in excess of this minimum number per month is paid as listed below:

- Monday through Sunday: One thousand eight hundred dollars (\$1,800) per day (daily rate)

- (i) **Otolaryngology Call:** Otolaryngology providers are required to perform five (5) days of call per month. This is scheduled as one weekend per month (three (3) days

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– Friday, Saturday and Sunday) and one weekday per week (two (2) days per month). Surgeries performed while on regular call are included in the base salary. Base salary is reduced if physician is on-call for less than five (5) days.

Extra days of call in excess of this minimum number per month is paid as listed below:

- Monday through Friday: Seven hundred fifty dollars (\$750) (5:00 PM to 7:00 AM)
- Saturday, Sunday or Holiday (New Years' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas): One thousand five hundred dollars (\$1,500) for each 24 hours.

In addition, Otolaryngology providers who are on call are paid one hundred forty dollars (\$140) per hour for surgery, response to ED or inpatient areas.

- (j) **Pediatrician Call:** The parties agree that Pediatricians shall take up to six (6) call days a month the compensation for which is included in their basic salary. After six calls Pediatricians shall receive shift pay after that at the rates of two hundred dollars (\$200) per shift for weekday call, seven hundred fifty dollars (\$750) per shift for weekend call.

Effective the first full pay period following Board of Supervisors' adoption of a successor MOU in 2024, a stipend of twenty-five thousand dollars (\$25,000) per year is paid to pediatricians who are assigned a share of inpatient call (paid per bi-weekly pay period).

The parties agree that the following outpatient Pediatricians will not be required to take inpatient call: Dr. Alfred Troncales, Dr. Patara Rojanavorgse, and Dr. Rob Harriz.

- (k) **Primary Provider Call:** Primary Medicine Physicians shall receive call pay at the rates of fifty dollars (\$50) per night for weekday call and one hundred dollars (\$100) per day for weekend and holiday call, and Medicare tele-medicine rates for each required and completed patient contact while on call (no less than fifty dollars (\$50) per encounter).

SJGH will ask for volunteers first but then will mandate call if no volunteers come forward. Call hours shall occur only during those hours in which the PMC clinics are closed. The parties shall meet to discuss triage algorithms within ninety (90) days of ratification of this MOU by the County Board of Supervisors. Primary Care call shall not begin until after the completion of meet and discuss as provided herein.

The Union and the County will work collaboratively to identify additional strategies to reduce patient "no shows" for scheduled appointments and to ensure adequate appointment availability for all paneled primary care patients.

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- (l) **Psychiatry Call:** For psychiatry, call will be paid at:
- Monday through Friday: Four hundred twenty-five dollars (\$425) per day (5:00 PM to 7:00 AM)
  - Weekend: Effective the first full pay period following Board of Supervisors' adoption of a successor MOU in 2024, three thousand, two hundred fifty dollars (\$3,250) for three (3) days of weekend call (5:00 PM Friday through 7:00 AM Monday).

For weekday call, Psychiatrists may volunteer for selected shifts, and the most senior volunteer will work the call.

For weekend call, Psychiatrists may volunteer to join a call rotation schedule.

Call will be assigned on a weekly basis, or more or less frequently if needed.

- (m) **Rheumatology Call:** Rheumatology providers will be paid thirteen thousand dollars (\$13,000) per fiscal year for telephone on-call (paid per bi-weekly pay period), pro-rated for part-time providers.
- (n) **Surgery (HPB, Thoracic and Vascular) Call:** For surgery (Thoracic and Vascular) providers, seven days of call will be required per month. Effective the first full pay period following Board of Supervisors' approval of a successor MOU, extra surgery call in excess of this minimum number per month is paid as listed below:
- Monday through Friday: One thousand dollars (\$1,000) per day (5:00 PM to 7:00 AM);
  - Saturday and Sunday or Holidays (New Years' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas): One thousand five hundred dollars (\$1,500) (for each 24 hours);
  - One hundred forty dollars (\$140) per hour for surgery, response to ED or inpatient areas.

Based on the Chief Executive Officer (CEO) and Chief Medical Officer (CMO) approval, an attending member of the Department of Surgery who provides routine and frequent call (daily or shared call with another physician) in specialty services (e.g., vascular, thoracic services, colorectal) will be paid a stipend of thirty-three thousand dollars (\$33,000) per year. If additional attending staff are hired to provide these services, the stipend will be modified by the CEO and/or CMO based on coverage needs of the Hospital.

- (o) **Urology Call:**

For Urology providers, half of all call will be required to be covered per month. In addition, extra days of call will be paid at:

- Monday through Friday: Eight hundred dollars (\$800) (5:00 PM to 7:00 AM);

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- Saturday and Sunday: One thousand two hundred dollars (\$1,200) for each 24-hour period
- Holidays (New Years' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas): One thousand four hundred dollars (\$1,400) for each 24-hour period.

### 4.5 Extra Shift Pay

- (a) **Ob/Gyn:** Obstetricians and Gynecologists who work in excess of forty (40) hours in any week, shall be paid additional compensation at straight time rate of one hundred sixty dollars (\$160) per hour.
- (b) **Internal Medicine:** Effective the first full pay period following Board of Supervisors' approval of a 2024 successor MOU, Internal Medicine physicians who work extra shifts on the weekend and New Years' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas Day legal holidays will be paid additional compensation of one thousand four hundred dollars (\$1,400) per shift.
- (c) **Family Medicine (Inpatient):** Effective the first full pay period following Board of Supervisors' approval of a 2024 successor MOU, Family Medicine (Inpatient) physicians who work extra shifts on the weekend and New Years' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas Day legal holidays will be paid additional compensation of five hundred dollars (\$500) per shift.

### 4.6 Assignment and Specialty Pays

- (a) SJGH Providers assigned as Chief or an administrative Training assignment will be paid assignment pay as follows:
  - Regular Nocturnist shift assignment stipend - \$24,550
  - Residency Training Program Director, Family Medicine \$20,000
  - Non-ACGME FMOB Fellow Supervisor - Special Training \$5,000
  - Service Director, Oncology -\$35,000
  - Service Director, Hematology - \$20,000
  - Residency Training Program Director, IM - \$20,000
  - Director, Palliative Medicine - \$40,000
  - Residency Training Program Director, Surgery - \$20,000
  - Co-Director for ICU/Medical Director for Sleep Services - \$50,000
  - Chief of Gastroenterology - \$25,000
- (b) If a physician is asked to perform a special assignment, the County and the Union will meet and confer over assignment pay.
- (c) BHS Providers will receive bilingual pay in the amount of seven thousand five hundred (\$7,500 annually), pro-rated based on amount of FTE.

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- (d) BHS Providers assigned to Child Psychiatry or Geriatric Psychiatry will be paid assignment pay as follows:

Psychiatrists who have a board certification in child psychiatry will be paid fifty-five thousand dollars (\$55,000) per year. Child Psychiatrists not currently board certified in child psychiatry but who receive this assignment pay as of the date of Board approval of the 2024 MOU will continue to receive fifty-five thousand dollars (\$55,000) in assignment pay for the duration of their assignment as a Child Psychiatrist.

Psychiatrists with a board certification in geriatric psychiatry will be paid twenty-seven thousand five hundred (\$27,500) per year.

- (e) BHS Providers assigned as Lead, CONREP or in an education assignment will be paid assignment pay as follows:

CONREP, Lead, and medical student education are \$18,330 annually. Upon separation or promotion of the current incumbent in the Lead CSU psychiatrist assignment (as of the date of Board approval of the 2024 MOU), this lead assignment will be eliminated. Upon separation or promotion of the current incumbent in the Lead Children's psychiatrist assignment (as of the date of Board approval of the 2024 MOU), this lead assignment will be eliminated.

- (f) Effective the first full pay period following Board of Supervisors' adoption of a successor MOU in 2024, Psychiatrists and Child Psychiatrists will receive five percent (5%) assignment pay for time worked in in-patient, SUD or within Justice (including CONREP) programming.

- (g) Effective the first full pay period following Board of Supervisors' adoption of a successor MOU in 2024, Psychiatrists and Child Psychiatrists will receive five thousand dollars (\$5,000) per year for providing clinical oversight to residents. Psychiatrists and Child Psychiatrists assigned as the secondary doctor to providing clinical oversight of residents will receive a pro-rated amount based on hours of coverage.

### **4.7 Board Certification Pay and Additional Board Certification Pay**

Board certification pay shall be twenty thousand dollars (\$20,000) per year, which will be paid on a pay period basis in the amount of seven hundred sixty-nine dollars and twenty-three cents (\$769.23) per pay period.

Full time SJGH Physicians will be paid Additional Board Certification Pay in the amount of six thousand dollars (\$6,000) per year for each additional, approved board certification, which will be paid on a pay period basis in the amount of two hundred thirty dollars and seventy-seven cents (\$230.77) per pay period:

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The annual payments for all Board certification pay and Additional Board Certification Pay will be pro-rated for those Physician Specialists who work less than a full year in any twelve-month period.

Additional Board Certifications must be approved by the appointing authority (SJGH Medical Officer, SJ Health's CEO/Project Director, or the BHS Medical Director) to qualify for Additional Board Certification Pay.

Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2024, Dr. Amandeep Gill (Hematology) and Dr. Ilia Gur (HPB) who are receiving more than six thousand dollars (\$6,000) per year per additional board certification shall continue to receive the higher pay.

### **4.8 Base Pay for Obstetricians**

Part I Board Certification pay for Obstetricians shall be included as base pay for the purpose of calculating base wage adjustments.

### **4.9 Board Certification Pay for Addictionology**

Additional Board certification pay for accredited certifications approved by the BHS Medical Director in Addictionology and the use of related skills at BHS shall be one thousand dollars (\$1,000) per year, or prorated for those Physician Specialists who work less than a full year in any twelve-month period.

### **4.10 Part-Time Physicians**

Part time employees shall be those who are regularly scheduled to work less than full time based on the normal scheduling practice for each respective specialty. Special assignments, work in excess of regular schedules and other incidental changes, shall not cause a part time employee to be re-characterized as a full time physician. The County shall implement the part time program by modifying either the hours worked on any scheduled day or the number of scheduled days of work. Supplemental duties, such as call, shall not be impacted as a consequence of part time status.

Management retains the sole and exclusive right to determine which positions are part time and which are full time. Part time employees may petition to increase their regularly scheduled hours to a full time equivalent, approval for which shall be subject to the availability of work and funds.

Effective the first full pay period following Board of Supervisors' approval of a 2024 successor MOU, in lieu of receiving an elevated salary, part-time physicians who are regularly employed on a part time basis shall receive prorated compensation. Prorated compensation shall be calculated based on full-time base salary for the specialty plus ten percent (10%) supplemental pay, and the combined amount will be prorated based on the employee's part-time regular work schedule.



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Part-time physicians hired by the County on or after the date of Board of Supervisors’ approval of a 2024 successor MOU, shall not work more than 1,560 hours in a 12-month period.

Effective the first full pay period following Board of Supervisors’ approval of the 2024 successor MOU, all of the individual physicians in part-time Specialties receiving base wages less than ten percent (10%) than the full-time base salary, as follows:

- Alexander Hin Yeung Liu, Urologist
- Tina Hedayat, Neurologist
- Neeta Shroff, Pediatrician,

regardless of hire date, shall not work more than 1,560 hours in a 12-month period, and shall receive the pro-rated compensation (full-time salary, plus the ten percent (10%) supplement, prorated).

Part Time employees receiving base wages which equate to more than ten percent (10%) above full-time base salary as of the effective date of this provision shall be grandfathered to continue to receive the higher base wage, as adjusted herein, and will not receive the ten percent (10%) supplement. Those individuals and their current differentials are:

- Muhammad Kamran, Child Psychiatrist 17.68%
- Robert Graff, Adult Psychiatrist 17.68%
- Saba Fatima Rizvi, Adult Psychiatrist 17.67%
- Fouad Saddik, Adult Psychiatrist 17.68%
- Jane Fernandez-Scholnik, Adult Psychiatrist 17.76%
- James Saffier, Internal Medicine 12.63%
- Alfred Troncales, Pediatrician 12.90%
- Waseem Aslam, Internal Medicine 12.63%
- Bhanu Prakash Wunnava, Internal Medicine 10.34%
- David Edelson, Anesthesiologist 10.67%
- Jialing Zhu, Anesthesiologist 10.67%
- Julie Ann Reid, Anesthesiologist 10.67%
- Patara Rojanavorgse, Pediatrician 12.55%
- Mahnoosh Seifoddini, Internal Medicine 10.34%

The individuals listed above will lose their grandfathered arrangement upon promotion, becoming a full-time employee, or separation from County employment.

Upon request from the County, the parties will meet and confer over impacts and effects of changes to the FTE allocations for part time physicians to ensure SJCERA compliance.

**4.11 Full-Time Physicians not Enrolled in Retirement**

Pursuant to the bylaws of the San Joaquin County Employees Retirement Association (SJCERA), and applicable State law, full time physicians aged 60 or older may voluntarily waive membership in the retirement system. Any physician who makes such a waiver shall be considered a “newly hired employee” for purposes of Government Code section 31552, but only for those purposes and no other employment right or condition shall be affected by that designation.

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### 4.12 **Incentive Plans**

#### (a) **General**

1. The incentive payments are paid in addition to the physician's base salary.
2. To be eligible for incentive payments described in this section, an employee must be in good standing within their department or division, as determined by their Physician manager and participate in third party contracts as directed by the Chief Medical Officer. In addition, Board certification may be a pre-requisite for incentive payments.
3. Incentive payments are paid monthly, in arrears based on the previous months' billing information provided by the Hospital's billing agent, unless otherwise indicated herein.
4. "Net" charges refer to gross charges minus billing fees.
5. The incentive allocations and maximum caps described herein apply to full-time physicians (1.0 FTE). Physicians who work less than full-time will be given a pro-rated share of the incentive in each category based on their time worked in each area. Pro-rated maximum caps for each incentive plans will also apply to part-time physicians.
6. For physicians hired or separated mid-fiscal year, the maximum incentive will be pro-rated.
7. "Fiscal year" refers to July 1<sup>st</sup> through June 30<sup>th</sup>.
8. Years of experience in specialty area are subject to verification by the County.
9. Within 90 days from Board adoption of this agreement, the County and Union will meet during the term of agreement to discuss rolling some incentive pay into base salary, and developing new incentive pays based on quality metrics, patient satisfaction and quality of care.

#### (b) **Anesthesiologist Incentive Plan**

1. Inpatient Clinical Work Incentive: Anesthesiologists will share equally fifteen percent (15%) of the net professional fee charges from inpatient clinical work at SJGH. The maximum incentive earned per Anesthesiologist per fiscal year will be one hundred thousand dollars (\$100,000).
2. Critical Care Requests: As an incentive to respond to critical care requests on inpatient floors and the ED for complex airway management, arterial lines, or other critical care activities, not including consultation, Anesthesiologists will be paid twelve percent (12%) of net charges for services provided by the individual physician, not to exceed a total of thirty thousand dollars (\$30,000) per Anesthesiologist per fiscal year.

#### (c) **Cardiology Incentive Plan**

1. Eligible Cardiologists who are Board certified will be paid twelve percent (12%) of the net charges for professional services for inpatient services and outpatient surgeries performed at SJGH provided by the individual physician.

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- i. For physicians with five (5) or less years of experience, incentive pay will be up to a maximum of eighty thousand dollars (\$80,000) per fiscal year.
- ii. For physicians with more than five (5) years of experience, incentive pay will be up to a maximum of one hundred thousand dollars (\$100,000) per fiscal year.
- iii. Ninety-five percent (95%) of professional-fee Medicare rate for California Department of Corrections and Rehabilitation (CDCR) outpatient visits. This will be included in incentive maximums.

**(d) Employee Health Services Incentive Plan**

1. EHS Productivity Incentive:

- i. Physicians who work in the EHS Clinics are eligible to receive a productivity incentive based on the hourly patient output per physician, calculated based on the number of patient visits per hour based on an individual physician’s actual hours worked in the EHS clinic, as follows:

<b>Patient Visits Per Hour</b>	<b>Monthly Incentive</b>
<2.00 visits per hour	0
2.00 - 2.24 visits per hour	\$150 (30%)
2.25 - 2.49 visits per hour	\$300 (60%)
2.50 - 2.74 visits per hour	\$400 (80%)
2.75 + visits per hour	\$500 (100%)

- ii. The maximum EHS productivity incentive an individual physician can receive is six thousand dollars (\$6,000) per year.

2. EHS Quality Incentive:

- i. Physicians who work in the EHS Clinics are eligible to receive a professional quality incentive based on designated quality measures determined for each quarter for the academic year. Metrics will be determined by the Ambulatory Care Services Director and CMA based on national guidelines and/or institutional objectives.
- ii. The incentive payment is allocated based on compliance with the criteria for each measure.
- iii. The maximum EHS Quality incentive an individual physician can receive is twenty-one thousand dollars (\$21,000) per year.
- iv. Each physician will be paid an incentive based on the score reported for the clinic for the quarter as compared to the preset targeted goals, as follows:

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Percentage to Goal	Monthly Amount
<60%	\$0
60-69.9%	\$250 (14%)
70-79.9%	\$750 (43%)
80-89.9%	\$1,250 (71%)
90% +	\$1,750 (100%)

Note: Occupational Medicine patients are to be excluded from the population of patients evaluated for the identified quality measures. Specifically, the following ICD 10 codes should be excluded from the population (Z02.1, Z02.89, Z57.8, W45.8, W46.1)

3. Patient Satisfaction Incentive:

- i. Physicians who work in the EHS Clinics are eligible to receive a patient satisfaction incentive. Incentive amounts will be based on ratings for physician communication and quality given on patient satisfaction surveys (CGCAPS), as follows:

Satisfaction	Monthly Amount
0 - <60%	0
60-69.6%	\$800 (40%)
70-79.9%	\$1,200 (60%)
80-89.9%	\$1,600 (80%)
90%+	\$2,000 (100%)

- ii. The maximum EHS patient satisfaction incentive an individual physician can receive is twenty-four thousand dollars (\$24,000) per year.

(e) Endocrine Incentive Plan

- 1. Clinic Procedures and Inpatient Consultation Services at SJGH: Endocrinologists with the Department of Internal Medicine will receive thirty percent (30%) of the net professional fee charges for procedures completed in the clinic or for inpatient consultation services at SJGH provided by the individual physician.

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2. Other Clinic Work: Endocrinologists with the Department of Internal Medicine will receive twenty percent (20%) of the net professional fee charges by the individual physician charged in the clinic.
3. CDCR: The County will pay ninety-five (95%) of Medicare for clinic services provided by the individual physician.
4. The maximum incentive earned per Endocrinologist per fiscal year will be seventy thousand dollars (\$70,000), including inpatient, CDCR and outpatient work. This amount will be prorated for Endocrinologists who work less than a fiscal year.

**(f) Family Medicine Inpatient Incentive Plan**

1. Inpatient Incentive:
  - i. Inpatient Family Medicine physicians will be paid a proportionate share of seventy-five percent (75%) of the net inpatient collections from the family medicine inpatient service.
  - ii. Inpatient incentive will be paid on a monthly basis to participating physicians.
  - iii. There is no cap on the physician's share of the inpatient collections.
  - iv. Inpatient Family Medicine physicians are expected to participate equally in the call schedule to supervise residents. The inpatient incentive is based on a 0.1333 distribution of the call not covered by contract physicians. Physicians who elect to take more or less than the expected share of call will be paid a proportional amount based on their actual share of call coverage.
2. Academic Incentive:
  - i. The academic incentive is available for Family Medicine physicians who work at least 0.50 FTE as core faculty in the Family Medicine Residency Program.
  - ii. The academic incentive is paid annually in June, up to a maximum of seven thousand dollars (\$7,000) per year.
  - iii. The amount of the incentive is determined by points awarded to physicians who complete activities listed in the table below, as follows:

<u>Points</u>	<u>Dollars</u>
0-10	0
<u>11-20</u>	\$750
<u>21-30</u>	\$1,500
<u>31-40</u>	\$3,000
41-50	\$4,000
<u>51-60</u>	\$5,000

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<u>61-70</u>	\$6,000
<u>71-80</u>	\$7,000

iv. Points will be awarded to eligible physicians who complete the following activities:

Category	Activity	Relative Value	Number Done	Total Activity Score	Total Category Score
<b>Teaching</b>	New Lecture	5			
	Updated lecture	3			
	Repeated Lecture	2			
	Community Lecture	2			
	Journal Club	2			
	New Curriculum	10			
	Revised Curriculum	7.5			
	CME lecture	7.5			
	County Invited Lecture	5			
	State Invited Lecture	10			
	National Invited Lecture	15			
	Game Coverage	2			
	SNF Coverage	2			
	Student % Day Session	2			
	Resident Advisor Meeting	2			
	Resident Mentoring Session	1			
Other teaching project	2				
	Clinic improvement projects	2			
	Committee Chair	3			
	Committee Member	1			
	Residency PIF	1 per hour			
	Residency improvement projects	2			
	Faculty development	2			

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<b>Administration</b>	Special Administrative Assignment	2			
	County Advisory Board	3			
	State Advisory Board	5			
	National Advisory Board	10			
	Officer Professional Organization	3			
	Awards; Honors	5			
<b>Category</b>	<b>Activity</b>	<b>Relative Value</b>	<b>Number Done</b>	<b>Total Activity</b>	<b>Total Category</b>
<b>Research and Scholarly Activities</b>	Initiate research project	1			
	Completed research project	2			
	Abstract 1st Author	4			
	Abstract Co-Author	2			
	Manuscript 1st Author	10			
	Manuscript Co-Author	5			
	Poster 1st Author	6			
	Poster Co-Author	3			
<b>Grants and Other Projects</b>	New Policy and Procedure	4			
	Revise Policy and Procedure	2			
	Institutional Submitted	2			
	Institutional Funded	5			
	County/State Submitted	5			
	County/State Funded	10			
	National/Federal Submitted	5			

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National/Federal Funded	15		
Other funding organization submitted	3		
Other funding organization funded	5		
Editorial Board	5		
Peer Reviewer Manuscript	2.5		
PI/QI Project 1st Author	5		
PI/QI Project Co-Author	2.5		
Volunteer; Community Activity 1/2 Day	2		
<b>Total Points:</b>			

Documentation of completed activities must be submitted to the Chair by August 1st of each year. The Chair may modify the academic incentive criteria in each category from time-to-time based on needs or new academic initiatives.

**(g) Family Medicine Outpatient Incentive Plan**

1. Productivity Incentive:

- i. Physicians who work in the Family Medicine Outpatient Clinic will be eligible for a productivity incentive based on the number of total patient encounters in all of the outpatient clinics in Family Medicine (continuity care, procedure clinics, focus clinics and other approved clinics) within the month. The productivity number is the total patient visits for all physicians (attending and residents) in the entire clinic in which they work for the given month.
- ii. The amount paid to each physician for each level of productivity is as follows:

Patient Visits/ Month	Monthly Amount
<867	0
867-974	\$600 (30%)
975-1,082	\$1,200 (60%)
1,083 – 1,190	\$1,600 (80%)
1,191 +	\$2,000 (100%)



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- iii. The maximum productivity incentive available per year per physician is twenty-four thousand dollars (\$24,000).

2. Quality Incentives:

- i. Physicians who work in Family Medicine outpatient are eligible to receive a professional quality incentive based on designated quality measures determined for each quarter for the academic year. Metrics will be determined by the Ambulatory Care Services Director based on national guidelines and/or institutional objectives.
- ii. The incentive payment is allocated based on compliance with the criteria for each measure.
- iii. Each physician will be paid an incentive based on the average of the collective group (PMC, FPCC, EHS and other approved clinics for the quarter).
- iv. Each physician will be paid an incentive based on the monthly score reported for the clinic as compared to the preset targeted goals, as follows:

Percentage to Goal	Monthly Amount
<60%	\$0
60-69.9%	\$250 (14%)
70-79.9%	\$750 (43%)
80-89.9%	\$1,250 (71%)
90% +	\$1,750 (100%)

- v. The quality incentive will be paid on a quarterly basis.
- vi. The maximum Quality incentive an individual physician can receive is twenty-one thousand dollars (\$21,000) per year.

3. Patient Satisfaction Incentive:

- i. Physicians who work in Family Medicine Outpatient are eligible to receive a patient satisfaction incentive. Incentive amounts will be based on ratings for physician communication and quality given on patient satisfaction surveys (CGCAPS), based on patient satisfaction surveys reported for the group, as follows:

Satisfaction	Monthly Amount
0 - <60%	0
60-69.6%	\$200 (40%)
70-79.9%	\$300 (60%)

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80-89.9%	\$400 (80%)
90%+	\$500 (100%)

ii. The maximum EHS patient satisfaction incentive an individual physician can receive is twenty-four thousand dollars (\$6,000) per year.

**(h) Gastroenterology Incentive Plan**

1. Incentive Plan (no ERCP): For Gastroenterologists in the Department of Internal Medicine, who attend at least fifty percent (50%) of the Department meetings, and who receive satisfactory patient satisfaction scores based on methodology to be determined by the Department Chair, the County will pay eighteen percent (18%) of adjusted charges for GI procedures and inpatient consults, including CDCR outpatient procedures and consults, performed by the individual physician, up to a maximum of one hundred twenty-five thousand dollars (\$125,000) per year.
2. Incentive Plan (with ERCP): For Gastroenterologists in the Department of Internal Medicine, who attend at least fifty percent (50%) of the Department meetings, and who receive satisfactory patient satisfaction scores based on methodology to be determined by the Department Chair, the County will pay eighteen percent (18%) of adjusted charges for GI procedures and inpatient consults, including CDCR outpatient procedures and consults, performed by the individual physician, up to a maximum of three hundred thousand dollars (\$300,000) per year.
3. CDCR Incentive: The County shall pay ninety-five percent (95%) of Medicare rates for outpatient visits performed by the individual physician, Payments for CDCR is included in the maximum incentive.

**(i) Hematology/ Oncology Incentive Plan**

1. Inpatient Services Incentive: The County will pay thirty-five percent (35%) of net charges from professional fees charged from inpatient services performed by the individual physician, up to a maximum of one hundred thousand dollars (\$100,000) per fiscal year.
2. CDCR & CHCF Outpatient Services Incentive: The County will pay ninety-five percent (95%) of net charges from professional hematology/oncology services performed by the individual physician, for CDCR patients at San Joaquin General Hospital upon submission of an invoice detailing the service date(s), patient identifier and CPT code. Hospital payment to physician will not be contingent upon CDCR's reimbursement to the Hospital. The maximum CDCR Patient and CHCF Services Incentive paid per year per physician is one hundred sixty thousand dollars (\$160,000) per fiscal year.

**(j) Infectious Disease Incentive Plan**

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1. Inpatient Services: For members who provide inpatient infectious disease services, the County will pay thirty percent (30%) of net charges from professional fees charged from inpatient services provided by the individual physician.
2. CDCR: For members in the Department of Internal Medicine who provide infectious disease treatment and services to CDCR qualifying patients, the County will pay ninety-five percent (95%) of Medicare for professional billing charged from inpatient services provided by the individual physician.
3. Maximum: The maximum infectious disease incentive paid per individual physician including inpatient services and CDCR incentives is seventy thousand dollars (\$70,000) per fiscal year.

### (k) Internal Medicine Incentive Plan

1. For Internal Medicine physicians with two (2) or fewer years of experience as an internist, the County will pay thirty percent (30%) of net inpatient charges (gross charges minus adjustments) for services performed by the individual physician, up to a maximum of sixty-two thousand dollars (\$62,000) per fiscal year.
2. For Internal Medicine physicians with more than two (2) years and up to five (5) years of experience as an internist, incentive pay will be up to a maximum of seventy-seven thousand dollars (\$77,000) per fiscal year.
3. For Internal Medicine physicians with more than five (5) years of experience as an internist, incentive pay will be up to a maximum of ninety-two thousand dollars (\$92,000) per fiscal year.

### (l) Neurology Incentive Plan

1. For members in the Department of Internal Medicine, the County shall pay Neurologists twenty percent (20%) of net charges for professional fees charged in clinic for services performed by the individual physician, and twenty percent (20%) of net charges for professional fees charged from inpatient consultations performed by the individual physician.
2. The County shall pay Neurologists ninety-five percent (95%) of Medicare for all CDCR services performed by the individual physician.
3. The maximum neurology incentive paid per year per individual physician including inpatient services and CDCR incentives is one hundred forty thousand dollars (\$140,000) per fiscal year.
4. For each EEG read/interpretation performed, the individual neurologist will receive one hundred seventy-five dollars (\$175).

### (m) Neurosurgery Incentive Plan

1. Eligible physicians will be paid, on a monthly basis, 18% of the net charges for professional fees from inpatient consultation, emergency department consultation, and surgeries or procedures completed at SJGH. The maximum incentive payment cap that can be earned each fiscal year is \$350,000. Once the maximum incentive cap is achieved, an additional 5%

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of net charges for professional fees completed at SJGH will be paid. There is a payment cap of an additional \$100,000 that will be paid once the maximum incentive cap identified in the table is achieved.

2. Professional services provided in neurosurgery clinic is excluded from the incentive plan.
3. Professional services provided in CDCR/prison clinic or CDCR inpatient services or in the operating room at SJGH are paid at the rate of 95% of Medicare rates for professional neurosurgical services. Payments from CDCR/prison services are included in the maximum incentive payment category described in the table.
4. If a physician is hired or leaves mid-fiscal year, the maximum earned will be pro-rated.
5. Incentive payments may be withheld if it is determined that the physician has a significant amount of incomplete medical records or if the physician is not completing documentation for billing.

**(n) OB/Gyn Incentive Plan**

1. Inpatient Incentive Pay: OB/GYNs in the Department shall equally share sixty percent (60%) of net collections (gross collections minus billing fees) from inpatient professional physician charges for obstetrical and gynecological services at SJGH, ~~up to a maximum of \$88,000 per year, per physician.~~ Incentives shall be paid on a monthly basis, based on the previous months' data.
2. Outpatient Incentive Pay: Physicians will be compensated twenty-five dollars (\$25) for every billable visit in excess of eight (8) billable visits in a single day. Productivity incentives will be calculated monthly in arears.
3. Outpatient Quality Incentive: Each provider is evaluated on the designated set of quality measures determined by the Chief Medical Officer for each quarter of the year. The incentive payment is allocated based on compliance with the criteria for each measure. The quality calculation is based on the individual performance of each provider during the time period specified.

<u>Percentage to goal (%)</u>	<u>Monthly amount (\$)</u>
<u>&lt;60</u>	=
<u>60 - &lt;69.9</u>	<u>250</u>
<u>70 - &lt;79.9</u>	<u>750</u>
<u>80 - &lt;89.9</u>	<u>1,250</u>
<u>&gt;=90</u>	<u>1,750</u>

4. Outpatient Patient Satisfaction Incentive: An incentive will be paid to providers based on the individual performance of each provider according

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to results received from the CG-CAHPS survey instrument during each reporting period.

<u>Percentage to goal (%)</u>	<u>Monthly amount (\$)</u>
<u>&lt;60</u>	=
<u>60 - &lt;69.9</u>	<u>200</u>
<u>70 - &lt;79.9</u>	<u>300</u>
<u>80 - &lt;89.9</u>	<u>400</u>
<u>&gt;=90</u>	<u>500</u>

**(o) Orthopedic Division Incentive Plan**

1. Eligible physicians in the Orthopedic Division will be paid, on a monthly basis, twenty percent (20%) of the net charges for professional services for inpatient surgeries, and outpatient surgeries performed by the individual physician, in the operating room at SJGH. The incentive does not include clinic charges.
2. Professional services performed by the individual physician, in CDCR/prison clinic or CDCR inpatient services or in the operating room at SJGH are paid at the rate of ninety-five percent (95%) of Medicare rates for professional orthopedic services. Payments from CDCR/prison services are included in the maximum incentive payment category described in Section 3 below.
3. The maximum orthopedic incentive paid per year per individual physician including inpatient services and CDCR incentives is two hundred twenty-five thousand dollars (\$225,000) per fiscal year.

**(p) Otolaryngology Division Incentive Plan**

1. Eligible ENT physicians/Otolaryngologists will be paid, on a monthly basis, twelve percent (12%) of the net charges for professional services for inpatient and outpatient surgeries performed by the individual physician, in the operating room at SJGH. The incentive does not include clinic charges.
2. Board Certified ENT Physicians with five (5) or less years of experience may earn up to a maximum of fifty thousand dollars (\$50,000) per fiscal year.
3. Board Certified ENT Physicians with more than five (5) years of experience may earn up to a maximum of eighty-five thousand dollars (\$85,000) per fiscal year.

**(q) Pediatrician Incentive Plan**

1. Newborn Nursery and Pediatric Inpatient Service Incentive: Net Collections (gross collections minus billing fee) from the newborn nursery and the

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pediatric inpatient service will be split fifty percent (50%) to the Pediatricians and fifty percent (50%) to the Hospital. The pediatrician's share will be split equally by the number of full-time pediatricians taking inpatient calls during that month. Locums, if used, are not included in this calculation for determining the number of pediatricians who take call. The inpatient incentive is paid monthly, in arrears, based on the monthly report issued by the billing service. Pediatricians are eligible to receive inpatient incentive based on their inpatient service and call.

2. Pediatrician Outpatient Incentive Plan: Effective December 5, 2023, the Outpatient Incentive for Pediatricians is based on the factors of time, productivity, and citizenship. The outpatient formula is:

MD clinic ratio X monthly incentive base (productivity factor) X quality & citizenship factor = payment to pediatrician

An explanation of the factors is contained in Attachment A.

The outpatient incentive will be calculated on a monthly basis and paid out on a quarterly basis, in arrears. Hours spent at CAC clinics will be added to the total clinic hours per provider (numerator) with no increase in the total hours (denominator) to determine the MD clinic ratio. Information on physician hours, clinic hours, and patients seen will be gathered by CHS staff. Department Chair determines the value used for the Quality factor. The factor for time worked for physicians who are approved to work less than full-time is pro-rated. For example, the outpatient incentive is based on an eight (8) hour day, with a half an hour for lunch. The time factor for a 0.85 FTE physician will be 6.8 hours per day, when calculating the outpatient ratio.

**(r) Podiatry Division Incentive Plan:**

1. Performance Incentive Plan:
  - i. Eligible physicians will be paid, on a monthly basis, 12% of the net charges for professional services for inpatient surgeries and outpatient procedures performed in the operating room at SJGH. Clinic charges are not included.
  - ii. May earn up to a maximum of \$50,000 per fiscal year.
  - iii. If a physician is hired or leaves mid-fiscal year, the maximum incentive that can be earned will be pro-rated and adjustments will be made as required.
2. Podiatry Services for CDCR:
  - i. Physicians will be paid, on a monthly basis, 95% of Medicare rates for professional services for inpatient surgeries and outpatient procedures performed for CDCR patients at SJGH. \* \*Note that this rate of pay for CDCR patients is subject to change, upon mutual consent, and based on changes made by CDCR on their compensation to SJGH.
  - ii. This incentive payment does not include clinic charges.

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(s) **Primary Medicine Clinic Incentive Plan:** Physicians working in the Primary Medicine Clinic will be eligible for the following incentives:

1. **Outpatient Productivity Incentive:** The outpatient incentive is established on the basis of the hourly patient output per physician. Hourly output is calculated based on the number of actual physician hours worked in primary medicine clinic as the dominator while the numerator is the total number of patient visits seen by each physician. The maximum outpatient productivity incentive paid per physician is twenty-four thousand dollars (\$24,000) per year. The productivity number is based on the individual performance of each physician during the time period specified, and will be paid as follows:

Patient visits/hour	Monthly amount
< 2.00 visits/hour	0
2.00 - 2.24 visits/hour	\$ 600 (30%)
2.25 - 2.49 visits/hour	\$1,200 (60%)
2.50 - 2.74 visits/hour	\$1,600 (80%)
2.75 + visits/hour	\$2,000 (100%)

2. **Quality Incentive:** Each practitioner is evaluated on the designated quality measures. The specific quality metrics will be determined for each quarter for the academic year. The metrics will be determined by the Ambulatory Leadership Committee based on national guidelines and/or institutional objectives. The incentive payment is allocated based on compliance with the criteria for each measure. Each physician will be paid an incentive based on the average of the collective group (PMC) for the quarter to the preset targeted goals, up to a maximum of twenty-one thousand dollars (\$21,000) per physician per fiscal year, as follows:

Percentage to goal	Monthly amount
<60%	\$0
60 - 69.9%	\$250 (14%)
70 - 79.9%	\$750 (43%)
80 - 89.9%	\$1,250 (71%)
90% +	\$1,750 (100%)

3. **Patient Satisfaction Incentive:** In order to improve patient’s relationship and trying to meet external agency requirements, an incentive will be paid to physicians based on patient satisfaction surveys (CGCAPS) reported for the group. Based on the patient satisfaction questions for physician communication and quality, payments will be made according to the table below, up to a maximum of six thousand dollars (\$6,000) per physician per fiscal year.

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Satisfaction	Monthly amount
0 - <60%	0
60-69.9%	\$200 (40%)
70-79.9%	\$300 (60%)
80-89.9%	\$400 (80%)
90% +	\$500 (100%)

(t) **Pulmonary/ Critical Care Incentive Plan**

1. Pulmonary Inpatient Services Incentive: For a member in the Department of Internal Medicine, the County will pay twenty-five percent (25%) of net charges for professional fees charged for pulmonary services and procedures on the inpatient units, emergency department and other areas of the hospital and sleep procedures performed by the individual physician.
2. CDCR: The County will pay ninety-five (95%) of Medicare for professional pulmonary services performed by the individual physician, provided to CDCR patients.
3. The maximum pulmonary incentive an individual physician can receive is two hundred thirty-seven dollars (\$237,000) per fiscal year, including CDCR payments.

(u) **Rheumatology Incentive Plan**

1. The County shall pay 20% of net charges for professional fees charged in clinic.
2. The County shall pay 20% of net charges for professional fees charged from inpatient consultations.
3. The County shall pay 95% of Medicare Rates for CDCR services.
4. Maximum is \$70,000 per fiscal year (maximum pro-rated for working less than a fiscal year).

(v) **Surgery Incentive Plan**

1. Trauma Stipend: Surgeons who participate on the trauma team for in-house, back-up trauma and ICU coverage and who meet the trauma criteria for board certification, training, continuing medication, continuing medical education, PIPS participation and other trauma qualification requirements will be paid sixty-five thousand, six hundred thirty-nine dollars (\$65,639) per year. The Trauma Medical Director is responsible for verifying an individual surgeon's compliance with trauma requirements.
2. Surgery Performance Incentive Plan: General surgeons will be paid, on a monthly basis, twelve percent (12%) of the net charges for professional fees from inpatient surgeries or procedures completed at SJGH performed by the individual physician, as follows:
  - Level I — General surgeons who have completed general surgery residency, are Board prepared or Board certified in General Surgery, and possess less than two years of clinical experience may earn up to a maximum of fifty thousand dollars (\$50,000) per fiscal year.



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- Level II — General surgeons who have completed general surgery residency or an American Board of Medical Specialties (ABMS) approved fellowship training, are Board certified in General Surgery, and have more than two (2) years of clinical experience up to a maximum of ninety thousand dollars (\$90,000) per fiscal year.

### (w) **Surgical Hepato-Pancreato-Biliary (HPB) Division Incentive Plan**

1. HPB Surgery Incentive Plan: Eligible surgeons will be paid, on a monthly basis, twelve percent (12%) of the net charges for professional services for HPB inpatient services and outpatient surgeries performed by the individual physician, in the operating room at SJGH.
2. CDCR Incentive: The County shall pay ninety-five percent (95%) of Medicare rates for HPB outpatient consults.
3. For eligible surgeons with five (5) or less years of experience, the maximum amount that can be earned in the HPB Surgery Incentive Plan and CDCR Incentive is ninety thousand dollars (\$90,000) per fiscal year.
4. For eligible surgeons with more than five (5) years of experience who are Board certified, the maximum amount that can be earned in the HPB Surgery Incentive Plan and CHCF Incentive is one hundred twenty-five thousand dollars (\$125,000) per fiscal year.

### (x) **Surgery Urology Division Incentive Plan**

1. Urology Performance Incentive Plan: Eligible surgeons will be paid, on a monthly basis, twelve percent (12%) of the net charges for professional services for urology inpatient surgeries and outpatient procedures performed by the individual physician, in the operating room at SJGH, up to a maximum of thirty thousand dollars (\$30,000) per year. Clinic charges are not included.
2. CDCR Urology Services Incentive: Surgeons will be paid, on a monthly basis, ninety-five percent (95%) of Medicare rates for professional services for urology inpatient surgeries and outpatient procedures performed by the individual physician, for California Department of Corrections and Rehabilitation (CDCR) patients at SJGH. This incentive payment does not include clinic charges. Note that this rate of pay for CDCR patients is subject to change, upon mutual consent, and based on changes made by CDCR on their compensation to SJGH.

### (y) **Surgery Vascular Division Incentive Plan**

1. Vascular Surgery Incentive Plan: Eligible surgeons will be paid, on a monthly basis, twelve percent (12%) of the net charges for professional services for vascular inpatient services and outpatient surgeries performed by the individual physician, in the operating room at SJGH. The incentive does not include clinic charges.
2. For eligible physicians with five (5) or less years of experience, the maximum amount that can be earned in the Vascular Surgery Incentive Plan is ninety thousand dollars (\$90,000) per fiscal year.

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3. For eligible physicians with more than five (5) years of experience who are Board certified, the maximum amount that can be earned in the Vascular Surgery Incentive Plan is one hundred twenty-five thousand dollars (\$125,000) per fiscal year.

(z) **Thoracic Surgery Division Incentive Plan**

1. **Thoracic Surgery Incentive Plan:** Eligible surgeons will be paid, on a monthly basis, twelve percent (12%) of the net charges for professional services for thoracic inpatient services and outpatient surgeries performed by the individual physician, in the operating room at SJGH. The incentive does not include clinic charges.
2. For eligible surgeons with five (5) or less years of experience, the maximum amount that can be earned in the Thoracic Surgery Incentive Plan is ninety thousand dollars (\$90,000) per fiscal year.
3. For eligible surgeons with more than five (5) years of experience who are Board certified, the maximum amount that can be earned in the Thoracic Surgery Incentive Plan is one hundred twenty-five thousand dollars (\$125,000) per fiscal year.

**5. LEAVES FROM EMPLOYMENT**

**5.1 Annual Leave**

Each employee of this Unit shall accrue and accumulate annual leave at various rates as set forth below based on length of continuous service of such employee. Annual leave shall be used to provide for paid time off on legal holidays which are normally scheduled work days and for other forms of personal paid leave including, but not limited to, employee development leave.

Less than two (2) years 30 days

Two (2) years less than six (6) years 33 days

Six (6) years less than eight (8) years 35 days

Eight (8) years or more 40 days

Employees may carry over a maximum of twenty (20) unused leave days from one fiscal year to the next succeeding fiscal year. For the term of this agreement, only the maximum carry over leave balance shall be increased by forty (40) hours, or five (5) days.

Employees who begin to work after the beginning of the fiscal year shall receive a proration of the annual accrual based on their start work date. Employees who leave prior to the end of the fiscal year shall receive an adjustment in their annual accrual based on their length of service in their final year. Employees who separate during the year and who have used more than their annual accrual, shall have a proportionate adjustment from their final paycheck. Any employee leaving prior to the end of the first full year of employment shall have no vested accrual.

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Employees who reach the maximum leave balance, inclusive of any carry over, shall cease to accrue any additional paid time off.

Employees who now are provided with paid legal holidays or other supplemental paid time off benefits established by mutual agreement may continue to receive such benefits. However, in no case shall maximum annual accrual exceed forty (40) days. Any employee hired after September 24, 2002 shall be limited to the accrual rates as provided in this section, and will not be eligible for additional paid time off.

For Obstetricians/Gynecologists and Anesthesiologists who are in-house when taking call, in any pay period in which a county recognized holiday falls, if the employee works a minimum of eighty (80) hours in that pay period, and takes in-house call the employee's leave accruals shall not be deducted if the employee is not scheduled to work on that holiday. Inversely, if the employee does not work a minimum of eighty (80) hours in the pay period a holiday falls and the employee is not scheduled to work on that holiday, then the employee's annual leave accrual shall be deducted the total number of hours needed to complete eighty (80) hours for that particular pay period. This section shall not affect the paid legal holidays or supplemental paid time off benefits established by mutual agreement defined in the paragraph above.

### **5.2 Bereavement Leave**

The County shall provide up to five (5) days of unpaid bereavement leave to regular and part-time employees, who suffer a death of a qualifying family member. For the purposes of this section, up to five days of bereavement leave is protected leave under the California Family Rights Act (CFRA). This leave is separate and distinct from the twelve weeks of leave permitted under CFRA (see Section 5.4).

Regular full-time employees and .95 full-time equivalent employees shall be allowed to be absent with pay for up to three (3) scheduled County work days for each qualifying family member who dies. In addition, regular fulltime (and .95 FTE employees while in effect) may use up to an additional two (2) days of accrued leave or may take up to two (2) days of unpaid leave for the death of a qualifying family member as described below.

Part-time employees will be allowed to utilize five (5) days of accrued leave or may take leave without pay for the death of a qualifying family member as described below. Employees will be paid only for days and hours they were scheduled to work.

A qualifying family member is:

- (a) Spouse or registered domestic partner.
- (b) Child (natural, adopted, step-child, foster, legal ward, or child to whom the employee stands in loco-parentis).

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- (c) Parent or parent-in-law (natural, adopted, step-parent, foster parent, legal guardian, or person who stood in loco-parentis when the employee or employee's spouse or registered domestic partner was a minor child).
- (d) Grandparent or great-grandparent of the employee or the employee's spouse or registered domestic partner.
- (e) Grandchild or great-grandchild of the employee or the employee's spouse or registered domestic partner.
- (f) Sibling or sibling-in-law of the employee or the employee's spouse or registered domestic partner

Bereavement leave may be taken intermittently and does not need to be consecutive. All bereavement leave must be used within three (3) months of the death of the qualifying family member.

Reasonable proof of death of the qualifying family member is required. Acceptable documents include, but are not limited to, death certificates, obituaries or signed verifications from funeral home/mortuaries, or other documents deemed acceptable by management. Documents may be source verified.

### **5.3 Pregnancy Disability Leave**

The County shall comply with Pregnancy Disability Leave (PDL) law in accordance with the state Civil Rights Department (CRD) and federal law.

### **5.4 State Family and Medical Leave Act**

The County will comply with the California Family Rights Act (CFRA) maintaining all rights and provisions that are permitted by state law.

An employee who takes family care leave shall be required to use accrued paid leave during such leave. An employee receiving wage replacement benefits such as State Disability Insurance (SDI) shall not be required to use more leave than is necessary, in conjunction with the wage replacement benefits, to receive a full paycheck.

An employee who takes family care leave in an unpaid status shall be eligible for fringe benefits on the same terms as an employee on any other unpaid leave of absence.

#### **5.4.1 Federal Family Medical Leave Act**

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The County will comply with the federal Family Medical Leave Act (FMLA), maintaining all rights and provisions that are permitted by law.

Additional information and resources related to protected leaves can be found on the County's Leave Management website: <https://www.sjgov.org/departments/hr/programs-services/leave-management-information>

### **5.5 Personal Leave of Absence**

Personal leaves of absence may be granted to an employee by the appointing authority. A leave of over thirty (30) days must be approved by the Director of Human Resources.

Requests for leave of absence shall be submitted sufficiently in advance of the proposed effective date to permit the department head and the Director of Human Resources to take action prior to that date.

### **5.6 Personal Medical Leave**

Personal Medical leave may be granted to employees by the appointing authority for a limited duration. Requests must be supported by a sufficient medical certification from an appropriate health care provider stating the estimated duration of the leave and anticipated release to return to work with or without accommodation.

Refer to Section 1.2.1 Americans with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA) for leave accommodation under the ADA/FEHA.

### **5.7 Effect of Unpaid Leave of Absence on Other Leaves**

No employee who has been granted a leave of absence without pay shall accrue annual leave during the time of such leave.

### **5.8 Effective of Re-employment on Leave Accrual Rates**

Employees who are re-employed within one (1) year of termination of employment will be returned to the same annual leave accrual rate at which they left.

### **5.9 Military Leave**

The following procedures and restrictions shall apply to military leave:

- (a) To be eligible for paid military leave, an employee must have at least twelve (12) months of qualifying service immediately prior to the leave. Qualifying service is continuous and consecutive County service or recognized military service. Recognized military service is defined as full-time service in the armed forces during a national or state emergency. Generally, recognized military service would be that during World War II, the Korean War, the Vietnam Conflict, or any conflict

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for which an expeditionary medal was awarded. This time requirement does not apply to declared emergency situations. Under such emergencies, any employee ordered to active duty is eligible for paid temporary military leave

- (b) Temporary military leave with pay can be authorized for eligible employees only when they are ordered to active duty.
- (c) Weekend drills are not active duty. Departments will make reasonable attempts to change an employee's schedule to allow for off-duty attendance at monthly drills. If such accommodation is not possible, the employee may use leave as specified in (k).
- (d) A copy of the employee's order to active duty must accompany any military leave with pay.
- (e) Paid temporary military leave can be authorized for a maximum of thirty (30) calendar days in each fiscal year pursuant to Military & Veterans Code §395.01, et seq.
- (f) Upon expiration of the thirty (30) calendar days of paid military leave as set forth in subsection (e), the County shall pay the difference between the eligible employee's regular County salary, if the employee's military pay is less than the employee's regular salary.
- (g) The County shall continue to provide employee and dependent medical, dental and vision benefits, if applicable, consistent with regular employment and subject to payment of employee premiums, if any, of such coverage.
- (h) The eligible employee's military service shall be considered as paid employment for purposes of benefits under the County's retirement system subject to the payment of the employee contribution for periods of continuous military leave.
- (i) In calculating leave, holidays (floating or regular) which occur during an employee's military leave will be charged as holidays used rather than military leave.
- (j) All other calendar days encompassed by the order will be counted as military leave whether normally scheduled days or days off.
- (k) Employees will not be denied the right to use leave to attend active or inactive military duty. If the employee is not eligible for temporary military leave with pay, the employee may request a leave of absence without pay or use accrued annual leave.

**5.10 Paid Educational Leave**

Paid time off in the amount of forty (40) hours per year shall be available for CME (Continuing Medical Education) leave for all full-time employees in this unit as described below. CME leave for part-time employees will be prorated. Each employee hired who uses any time earned during the first six (6) months of employment must sign a note which states that they will authorize a deduction from their last paycheck for the time used if they leave County employment voluntarily within one (1) year of the date of hire.

Time off for continuing medical education shall be by mutual agreement. Unused time shall not be carried over from year to year. Unused time shall have no cash value.

**5.11 Jury Duty**

Any regular employee who is summoned for attendance by any court for jury duty shall be deemed to be on duty and there shall be no loss of base pay, however any jury fees (excluding payment for mileage) received by the employee shall be paid to the county.

**6. TUITION REIMBURSEMENT**

The County may reimburse a unit member for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content of the course is closely related to the unit member's present or probable future work assignments. There must be a reasonable expectation that the unit member's work performance or value to the County will be enhanced as a result of the course of study.

Employees shall be reimbursed for up to a total of two thousand five hundred dollars (\$2,500) per fiscal year for educational expenses including tuition, travel, lodging, meals and for the fees to maintain their professional license and board certification. Physicians may also use the tuition reimbursement for professional license fees and memberships in professional associations. Employees will also be reimbursed for software; journals; subscriptions; and medical books.

**7. PERFORMANCE EVALUATIONS**

It is the goal of the parties that each employee shall receive a written performance evaluation at least once a year on the anniversary date of employment. The purpose of the performance evaluation is to review performance for the prior year and to set goals for the next year. The evaluation shall be discussed between the professional employee and the Department Chair. The employee shall be provided a copy of the evaluation, and the original shall be maintained in the employee's personnel file.

The employee may elect to provide a written response to their evaluation. The comments by the employee must be completed and submitted within ten (10) working days of the date the evaluation was received by the professional employee. If submitted by the employee within ten (10) working days, the written comments will be attached to the evaluation and maintained in the employee's personnel file.

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Performance evaluations are not subject to the complaint procedure except with regard to the requirement for a conference, a written performance evaluation, copy of the evaluation to the employee, placement of the evaluation and any timely rebuttal in the employee's personnel file.

### **8. COMPLAINT PROCEDURE**

A complaint is defined as any dispute that involves the interpretation or application of any provision of the Memorandum of Understanding.

Complaints filed under this Section must be initiated within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the complaint.

STEP 1: Any complaint shall be discussed with the employee's immediate supervisor. If the issue is not resolved at the supervisor's level within twelve (12) calendar days from the day of presentation, the issue may be processed to the second step.

STEP 2: If the complaint is not resolved at Step 1 of this procedure, then the complaint may be filed with the Medical Director. The complaint must be in writing and must be filed within twelve (12) calendar days of the response from Step 1 or from the date when such response was due. The complaint must state:

- (1) the specific section of this MOU which is alleged to have been violated;
- (2) the statement of facts comprising the violation;
- (3) the requested remedy.

The Medical Director shall have fifteen (15) working days in which to investigate the issues and respond in writing to the complaint.

STEP 3: Within fifteen (15) working days of the receipt of the written response or date when the written response was due from the Medical Director, the employee or representative may file the complaint with the Health Care Services Director/SJGH CEO. The complaint must be in writing and contain the information specified in Step 2 above. The Health Care Services Director shall have twenty-five (25) working days from receipt of the complaint in which to investigate the complaint and issue a written response.

STEP 4: Within fifteen (15) working days of the receipt of the written response or date when the written response was due from the Health Care Services Director/SJGH CEO or designee, the employee or representative may file the complaint with the County Administrator or designee. The grievance must be in writing and contain the information specified in Step 2 above. The County Administrator or designee shall have twenty (20) calendar days from receipt of the complaint in which to investigate the complaint and issue a written response.



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STEP 5: Within fifteen (15) working days of receipt of the Step 4 response, or from the date when written response was due, the complaint may be filed, in writing and containing the information specified in Step 2 above, with the San Joaquin County Board of Supervisors for resolution by means of a hearing, the time and date of which shall be set by mutual agreement of the parties involved. Prior to submission to the Board, the parties may mutually agree to submit the complaint to a third party intervenor for review and recommendation on the resolution of the complaint, in accordance with Section 6 of the San Joaquin County Employer-Employee Relations Policy. The decision of the Board is final and binding.

### **9. TERMINATION OF EMPLOYMENT**

The Director of Health Care Services/Chief Executive Officer of SJGH may release exempt physician employees from employment at any time. Employees shall receive ninety (90) calendar days' notice or pay or any combination upon release at the option of management. Physicians shall not be subject to disciplinary suspension.

Employees may elect either to receive severance or appeal. Employees who elect to appeal waive all rights to severance compensation described above.

The employee, with the consent of the union, may request a review of the action to a fact-finding panel in writing. Within fourteen (14) calendar days of the presentation of a written notice of release by the Director/CEO, the exempt physician employee may request that a fact-finding panel be convened to review the facts in support of the action.

Upon receipt of an appeal, a written statement of reasons and facts in support of release will be issued by the Director/CEO. Appeals shall be limited to actions brought by the Director of Health Care Services/CEO, and shall be limited to separations from employment. Release from employment as a result of the revocation of privileges by the Medical Executive Committee is not subject to appeal through this process. Release of employment by the HCS Director/CEO resulting from any modification of privileges other than revocation shall be subject to this appeal process.

Appeals to revocation of privileges are limited to those procedures described in the Medical Staff By-Laws. Pending completion of the appeal process to the Medical Executive Committee, the Director may place the appealing physician in an unpaid leave status. In the case that a physician's privileges are reinstated by the Medical Staff, the employee shall be returned to active employment.

The fact-finding panel shall consist of five (5) physician members. Two (2) members shall be selected by management, two (2) shall be selected by the union, all who are from the Hospital's medical staff. One (1) member shall be a physician who is not a county employee, who has membership in the San Joaquin County Medical Society, and who shall be selected by mutual agreement of the parties. In the absence of mutual agreement the parties shall request a list of at least seven (7) physicians from the San Joaquin County Medical Society, and shall alternately strike names. The panel shall be selected and convened within thirty (30) days of receipt of an appeal. Any costs and fees associated with the non-employee physician will be shared equally by the County and the Union.

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All technical or administrative support for the fact-finding panel shall be coordinated through County Human Resources. A representative of the department or county and a representative of the union may participate and act as advocates in the fact-finding process. The panel may receive witness statements, and consider any relevant documents. The panel may conduct proceedings only when all members are present. The panel shall examine the facts and the reasons used as the basis for the decision.

The panel shall issue a written report of its findings to the Director/CEO, which shall be advisory only, within forty-five (45) days of convening. The time for panel selection and reporting of its conclusions may be extended by mutual agreement of the parties.

Any report issued or prepared by the fact-finding panel pursuant to this section shall be used exclusively for the administrative purposes set forth herein, and shall not be binding upon the County, UAPD, or the physician who is the subject of the report, in any judicial or other administrative proceeding for purposes of collateral estoppel or res judicata.

The HCS Director/CEO shall inform the employee and the union of the decision to maintain or modify the decision for termination within ten (10) days of receipt of the report. If the Director/CEO rejects the report of the panel, the employee, with the consent of the Union, may appeal the Director's/CEO's action to the County Administrator or designee. Such appeal shall be filed in writing within ten (10) days of issuance of the Director's/CEO's decision.

The County Administrator may sustain, modify or overturn the action of the Director/CEO. However, the review shall be limited to the Director's/CEO's statement of reasons and report of the fact-finding panel. The action of the County Administrator shall be final.

### **10. BENEFITS**

#### **10.1 Retirement**

Every physician employed by San Joaquin County in a regular, full-time position, except those who elected to be excluded pursuant to the rules of SJCERA, shall be enrolled as a member of the San Joaquin County Employees' Retirement Association (SJCERA).

Unless otherwise stated, all statutory references in this section "10.1 Retirement" of this Memorandum of Understanding are to the California Government Code.

##### **10.1 (a) Benefit Tiers and Eligibility**

SJCERA Tier 1 - Employees who established and maintain membership in the San Joaquin County Employees' Retirement Association (SJCERA) prior to January 1, 2013, and other eligible employees as defined by law, participate in the defined benefit formula that was in place before January 1, 2013, hereinafter "SJCERA Tier I."

SJCERA Tier II - Employees who establish membership in SJCERA on or after January 1,

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2013, who are subject to the provisions of the Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522, et seq.) of Chapter 21 of Division 7 of Title 1 of the Government Code), hereinafter "PEPRA, participate in the defined benefit formula prescribed by PEPRA for these employees, hereinafter "SJCERA Tier II."

### 10.1 (b) Retirement Formula

The County shall maintain the defined benefit retirement formula specified in Section 31676.14 (2% at age 55 ½) for General Members of SJCERA Tier I.

General Members of SJCERA Tier II participate in the defined benefit formula prescribed by Section 7522.20 of PEPRA (2.0% at age 62).

An annual cost of living adjustment of up to three percent (3%) shall be maintained in accordance with Section 31870.1 for monthly benefits payable by SJCERA to retired members (Tiers I and II) or their beneficiaries.

### 10.1 (c) Retirement Age and Service

The provisions of Section 31672 permitting service retirement for members of SJCERA Tier I at age fifty (50) years with the completion of ten (10) years of continuous service, as adopted by County Resolution R-72-1245, shall be maintained for employees who are members of SJCERA Tier I.

Section 7522.20 permits service retirement for General Members of SJCERA Tier II after five (5) years of service and upon reaching fifty-two (52) years of age.

### 10.1 (d) Final Compensation Calculation

For employees who are members of SJCERA Tier I, final compensation shall, as authorized by County Resolution R-71-2161 pursuant to Section 31462.1, be the average annual compensation earnable by the member in the twelve (12) consecutive months elected by the member or, if no election is made, immediately preceding the member's retirement.

As required by Section 7522.32, for employees who are members of SJCERA Tier II, final compensation shall mean the highest average annual pensionable compensation earned by the member during a period of thirty-six (36) consecutive months designated by the member or, if not designated, immediately preceding the member's retirement or last separation from service if earlier.

In accordance with Board of Retirement Resolution 2021-05-01, and pursuant to the Public Employees' Pension Reform Act (PEPRA) (Gov. Code sec. 7522.34), employees who become members of SJCERA for the first time on and after January 1, 2022, and who do not establish reciprocity between SJCERA and another public retirement system in California as to which the individual's retirement system membership commenced prior to January 1, 2013,

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pensionable compensation shall be defined as base pay only and will be referred to as Tier II B.

### 10.1 (e) Retirement Contributions

Employees' retirement contributions to SJCERA shall be made on a pre-tax basis.

Tier I member contributions as determined annually by the plan actuary pursuant to Section 31621.3 for General Members of SJCERA Tier I and expressed as a percentage of payroll shall be known as the "Basic Member Contribution Rate." Employees who are members of SJCERA Tier I shall pay the Basic Member Contribution Rate applicable to their member category plus the increase in that rate as specified in Section 31631.5(a)(1), not to exceed fifty percent (50%) of the normal cost of benefits.

Tier II members shall pay member contributions pursuant to Government Code Section 7522.30, which shall be at least fifty percent (50%) of normal cost as determined annually by the plan actuary and expressed as a percentage of payroll. The County shall not pay any of the required member contributions.

In accordance with Board of Retirement Resolution 2021-05-01, and pursuant to the Public Employees' Pension Reform Act (PEPRA) (Gov. Code sec. 7522.34), employees who become members of SJCERA for the first time on and after January 1, 2022, and who do not establish reciprocity between SJCERA and another public retirement system in California as to which the individual's retirement system membership commenced prior to January 1, 2013, shall pay contribution on base pay only and will be referred to as Tier II B.

### 10.1 (f) Retirement COLA Cost Share

Notwithstanding Resolution R-75-1592, effective July 1, 2013, in accordance with Government Code Section 31873 the contributions required for the normal cost of post-retirement cost-of-living adjustments shall be shared equally between the County and employees who are members of SJCERA.

### 10.1 (g) Purchase of Additional Retirement Service Credit

Any employee who is a member of SJCERA and eligible to purchase additional retirement service credit may elect to purchase such service credit in accordance with the provisions of the County Employees Retirement Law, the SJCERA Bylaws, and the policies and procedures applicable to SJCERA members. Any required contributions paid by a member of SJCERA for additional service credit shall become part of the member's accumulated contributions with SJCERA. Any additional liability assumed by or contributions paid by the County because of an employee's purchase of additional service credit shall not become part of the employee's accumulated contributions and shall not be considered compensation for purposes of contributions to or benefits from SJCERA.

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Any physician who became a member of SJCERA pursuant to the Russell settlement agreement who is eligible and elects to purchase additional retirement service credit shall offset any payments required from the County because of the employee's additional service credit by signing the County's Agreement for Purchase of Additional Service Credit.

### 10.1 (h) 401(a) Plan

San Joaquin County shall offer a 401(a) defined contribution plan for full-time UAPD represented employees hired on or after January 1, 2013. The County shall contribute five thousand dollars (\$5,000) yearly into the Tier II employee's 401(a) account. The employee shall contribute ten percent (10%) of gross salary every pay period not to exceed the IRS limit each year.

The plan design and conditions shall be in full compliance with IRS regulations.

### 10.2 Health Insurance Benefit

#### 10.2 (a) Effective Date of Coverage

The effective date of coverage for new employee members in the health, dental, and vision insurance plans provided employees shall be the first day of the first bi-weekly pay period next following the date of appointment to employment as a contract employee, who, by such contract, is eligible for the stated insurance coverage, and the employee's completion and submission of any required enrollment forms and supporting documentation, if required.

#### 10.2 (b) Health Insurance Options

The County shall provide an option for health insurance coverage for eligible employees and dependents in one of three plans. The three plans shall be:

- (1) a Kaiser Plan;
- (2) a Select Plan; and
- (3) a Premier Plan.

Health plans offered to employees may be either self-funded by the County or fully insured. If any plan is self-funded, a plan document shall be adopted by the Board of Supervisors.

If the County decides to provide health insurance coverage with other than the above health insurance providers, the County shall:

- (1) continue to provide at least two (2) options for health insurance plans for eligible employees and dependents, including, at minimum a PPO and an HMO plan; and
- (2) at least one of the health providers will be a non-County, fully insured provider.

#### 10.2 (c) Health Insurance Premiums

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The County will contribute eighty percent (80%) of the employee-only premium for Select and Kaiser and the employee shall pay twenty percent (20%) of premium. For employees electing the Premier Plan, the County shall contribute at the same coverage level as the Select Plan County contribution and the employee shall pay the difference between the County contribution and the full rate of the Premier Plan.

The County will contribute eighty percent (80%) of the dependent premium (employee plus one, and employee plus family) for Select and Kaiser and the employee shall pay twenty percent (20%) of the premium. For employees electing the Premier plan, the County shall contribute at the same level as the Select plan County contribution and the employees shall pay the difference between the County contribution and the full rate of the Premier plan at each coverage level.

For any new plan options, the County will pay eighty percent (80%) of the premium and the employee shall pay twenty percent (20%) of the premium for employees electing the PPO or HMO plan at all tier levels (employee only, employee plus one, employee plus family). If an expanded PPO plan is implemented, the County shall contribute at the same coverage level as the PPO plan County contribution and the employee shall pay the difference between the County contribution and the full rate of the expanded PPO.

For employees electing the Premier Plan, the County shall contribute at the same coverage level as the Select Plan County contribution for employee-only coverage and dependent coverage. Employees will pay the difference between the County contribution and the full rate of the Premier Plan at each coverage level.

For employees electing an expanded PPO Plan, the County shall contribute at the same coverage level as the PPO Plan County contribution for employee-only coverage and dependent coverage. Employees will pay the difference between the County contribution and the full rate of the expanded PPO Plan at each coverage level

### 10.2 (d) Coverage for Part-Time Employees

Part-time employees who are scheduled to work forty-one (41) hours or more in a bi-weekly pay period may opt to receive the full portion of the County's contribution to health insurance as though they were full time employees.

### 10.2 (e) Coverage for Surviving Dependents

Consistent with the Federal Consolidated Omnibus Budget Reconciliation Act of 1986, any County employee who is covered by County-offered health insurance and who dies while employed, whether in paid or unpaid status, their surviving dependents shall be allowed to retain their dependents' coverage, provided that the dependents pay their applicable premium at least one (1) month prior to the premium due date.

### 10.2 (f) Continuation of Insurance Benefits While on Leave of Absence

## MOU BETWEEN UAPD AND COUNTY OF SAN JOAQUIN

Employees in this unit who are on a protected leave of absence (Family and Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave) retain eligibility for the employer-paid premium amount during the time of protected leave regardless of the number of hours of paid time. To maintain their benefits, they must pay the employee portion of the premium.

Employees in this unit who are on an approved unprotected leave of absence retain eligibility for the employer-paid premium amount during the time of unprotected leave so long as they use at least forty-one (41) hours of paid time per pay period.

The employee's share of premiums shall be deducted from the employee's paycheck, or paid directly to the County's Benefit Office.

### 10.2 (g) Flexible Benefits

Eligible employees shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code (IRC) and applicable IRC sections and regulations) which permits the pre-taxing of insurance premiums, reimbursement of eligible dependent care costs, and unreimbursed healthcare expenses with pre-tax dollars.

Employees who are enrolled in a high-deductible health plan with an accompanying health savings account, are not eligible to enroll in the flexible benefit program under this section. See Section 10.2(h).

### 10.2 (h) Health Savings Account

For employees who are enrolled in a Health Savings Account (HSA)-Qualified High Deductible Health Plan (HDHP), the County will contribute seven hundred dollars (\$700) per year for Employee Only and one thousand four hundred dollars (\$1,400) per year for Employee Plus Dependent(s) to an HSA. Funds will be deposited through the County's payroll process and sent directly to the County's approved third party administrator (TPA), prorated over twenty-six (26) pay periods. Employees can elect to make additional HSA contributions up to the IRS total combined (employer and employee contributions) HSA maximum contributions for single or family coverage. It is recommended that individuals limit the combined HSA contribution to stay within IRS requirements for prorating based on a partial calendar year HDHP enrollment in order to avoid tax penalties.

## 11. EMPLOYEE PERSONNEL FILES

Employees shall have the right to review and at their own expense obtain copies of their County personnel files. An employee's representative may inspect the contents of an employee's personnel files upon signed, dated authorization by the employee. Authorization shall be valid for sixty (60) calendar days from the date of signature.

## MOU BETWEEN UAPD AND COUNTY OF SAN JOAQUIN

The County reserves the right to withhold from employee review reports of an employee's pre-employment physical examination, records of an employee relating to investigation of possible criminal offense or other legally privileged records.

Employees shall be given an opportunity to read and initial any report to be added to their personnel files, but an employee shall not be required to sign any such report. An employee's signature on a report shall be understood to be acknowledgment of receipt and shall not be construed as agreement or disagreement with its content. If the employee refuses to sign any report, a notation to that effect may be entered on the document. A copy will be provided to the employee upon request.

An employee shall have the right to submit written comments regarding any document in their personnel file and to have such comments included in their personnel file along with the document.

### Letters of Reprimand

An employee has the right to request in writing that a letter of reprimand be removed from the employee's personnel file if two years have elapsed from the date of reprimand and there has been no recurrence of the issue contained in the reprimand.

If the reprimand is in the department or division personnel file, the request must be directed to the Director, HCS or designee. If the reprimand is in the central Human Resources Division files, the request must be directed to the Director of Human Resources. The department head or designee, or the Director of Human Resources, whichever is appropriate, shall review the request and, within fourteen (14) calendar days render a decision on the request. The decision of any of the above individuals shall be final.

## **12. INDIVIDUAL CONTRACTS**

The Memorandum of Understanding (MOU) between the County of San Joaquin and the Union of American Physicians and Dentist (UAPD) will be the controlling contract regarding wages, benefits, and terms and conditions of employment. In 2023/24 bargaining for a successor MOU, the parties incorporated compensation and terms of employment from individual physician contracts into the MOU, except where the parties agreed to changes to the status quo. Beginning the first pay period following adoption of this successor MOU, the County and UAPD agree to end the use of individual contracts. The terms and conditions of the MOU supersede the individual contracts. During the term of the 2024 MOU, the parties agree to discuss incorporation of any pre-existing past practices that continue by mutual agreement after the date of the 2024 agreement, but were not formally incorporated into a MOU provision or individual contract.

## **13. LABOR-MANAGEMENT COMMITTEE**

The parties agree to form a labor-management committee. The purpose of the committee shall be to discuss various issues during MOU term, including annual leave accumulation, hours of work for Obstetricians, Gynecologists and Anesthesiologist; premium pay for Psychiatrists who work hours beyond their regular schedule.



## MOU BETWEEN UAPD AND COUNTY OF SAN JOAQUIN

### 14. WORK STOPPAGE

It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slowdown, or work stoppage. Represented employees are also bound by the above.

### 15. SAVINGS CLAUSE

If any provision of this MOU shall be held invalid or unenforceable by operation of law or by any court or governmental agency or competent jurisdiction, the remainder of this MOU shall not be affected hereby, and the parties shall enter into meeting and conferring for the sole purpose of arriving at mutually satisfactory replacement for such provision.

### 16. ENTIRE AGREEMENT

Except as otherwise specifically provided herein, the Memorandum of Understanding (MOU) fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. The parties, for the term of this Agreement, do not waive the obligation to negotiate with respect to any practice, subject, or matter within the scope of bargaining not specifically referred to or covered in this Agreement. In the event the County proposes a change in any practice, subject, or matter which is within the scope of bargaining and is not covered by this Agreement, the County will give the Union advance written notice of the proposal and will, upon request of the Union, meet and confer with the Union concerning the proposal.

### 17. SUCCESSOR AGREEMENT

The parties agree that they will commence bargaining for a successor agreement not less than 120 days prior to the expiration of this MOU.

### 18. ADVISORY ARBITRATION

As an alternative procedure for the resolution of impasses, the County and UAPD may, upon mutual agreement, including agreement as to procedure, submit matters in dispute in the course of the meet and confer process to advisory arbitration. Further, disputes arising in a context other than the meet and confer process, e.g. disputes relating to administration of this Memorandum, to formal complaints, to interpretations of codes, resolutions, Board Orders, and ordinances dealing with employee rights and benefits shall, upon mutual agreement, be processed through an impasse procedure. Neither this Section nor the exercise of the option to utilize an impasse procedure shall be deemed as making any matter which is reserved to the County as a right of management in the Employer-Employee Relations Policy a matter subject to the meet and confer process.

MOU BETWEEN UAPD AND COUNTY OF SAN JOAQUIN

FOR THE COUNTY:



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Kelly Tuffo, Chief Negotiator

Date: August 7, 2024

FOR THE UNION



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Patricia Hernandez, Chief Negotiator

Date: August 7, 2024

MOU BETWEEN UAPD AND COUNTY OF SAN JOAQUIN

**ATTACHMENT A: PEDIATRIC OUTPATIENT PROCESS INCENTIVE PLAN**

**FORMULA:** MD clinic ratio X monthly incentive base (productivity factor) X quality & citizenship factor = payment to pediatrician

**FACTORS:** Factor: TIME WORKED (minimum factor 0, maximum 1)

$$\frac{\text{HOURS WORKED IN GIVEN MONTH}}{\text{HOURS OF CLINIC OPERATION THAT MONTH}} = \text{CLINIC RATIO}$$

This factor takes into account the amount of time spent in the clinic. It will always be 1 or less. Hours of clinic operation are expected to be exceed 8 hours/day even if the clinic staff stays overtime. The time spent by pediatricians will be tracked by Ambulatory Care Services (ACS). A full clinic day (8 hours) will be counted as 6.5 hours for pediatricians; a half-day will be counted as 3.25 hours. Reports of provider time will be issued by the ACS office and shared with the pediatricians. CAC hours will be added to each provider’s total clinic hours.

Clinics are expected to be open 8.0 hours/day (8:00am - 12:00 noon and 1:00pm - 5:00pm). If clinics are routinely open for fewer hours, a factor reflecting this will also be used. (e.g., clinic open 9:00am - 12:00 noon, 1:30pm - 4:30pm will be multiplied by  $6/7 \times 5 = 0.8$ ). Physicians who are contracted to work less than eight hours per day (less than full-time) will have a denominator that is proportional to their time.

Factor:           QUALITY & CITIZENSHIP  
(minimum factor 0, maximum 1.4; or loss up to 1.4)

Based on the Department Chair's evaluation, pediatricians may earn 0 to 1.3. Examples for how these can be earned or lost follow:

- Good performance on outside quality studies (e.g. HEDIS Reports)
- Increase in patient visits
- Positive quality reviews
- After hours’ efforts to improve personal qualifications (e.g., learn Spanish) or improve departmental functions (e.g., write curriculum for residents, organize special clinic)
- Medical Record Suspension: 0 (translates into loss of incentive that month)
- Meeting Attendance (unexcused Peds Dept., Peds QI, other SJGH committees):
 

50% or less	.9
50% or more	1.0
100%	1.1.
- After Hours Hospital Related Activities: (add 0.1 for each documented activity to max 1.1.
- Peer Relations: If significant inability to relate with or solve problems with peers after departmental and administrative review, loss of 0.1 per complaint.
- Other Activities for Consideration: Home visits and special effort in patient care and other recognition of excellence could be submitted here.

Factor:           PRODUCTIVITY (Patients seen per hour in clinic)

MOU BETWEEN UAPD AND COUNTY OF SAN JOAQUIN

Approach - The outpatient incentive is established on the basis of the hourly patient output per physician combined with quality and participation factors. Hourly output is calculated based on the monthly clinic schedule and the incentive is paid quarterly. The denominator of total clinic hours is determined by the clinic schedule, incorporating some break time. For example, if a physician is scheduled from 8:00 am 12:00 pm, 3.25 hours would be used as the denominator even if the physician arrives later than the clinic start time. Actual physician hours worked would be used for the numerator, and a ratio is determined for hourly patient output.

<b>Patients Seen/Hr</b>	<b>Annual Base</b>	<b>Monthly Base</b>
0		
-1.79	= \$ 4,290	= \$ 358.00/MO
1.8-1.89	= \$ 5,720	= \$ 477.00/MO
1.9-1.99	= \$ 7,150	= \$ 596.00/MO
<b>2.0-2.09 PTS/HR</b>	<b>= \$ 8,580</b>	<b>= \$ 715.00/MO</b>
2.1-2.19	= <b>\$10,010</b>	= \$ 834.00/MO
2.2-2.29	= \$11,440	= \$ 953.00/MO
2.3-2.39	= \$12,870	= \$ 1,073.00/MO
2.4-2.49	= \$14,300/YR	= \$ 1,192.00/MO
2.5-2.59	= \$15,730	= \$ 1,311.00/MO
2.6-2.69	= \$17,160	= \$ 1,430.00/MO
2.7-2.79	= \$18,590	= \$ 1,549.00/MO
2.8-2.89	= \$20,020	= \$ 1,668.00/MO
2.9-2.99	= \$21,450/YR	= \$ 1,788.00/MO
<b>3.0-3.09 PTS/HR</b>	<b>= \$22,880</b>	<b>= \$ 1,907.00/MO</b>
3.1-3.19	= \$24,310	= \$ 2,026.00/MO
3.2-3.29	= \$25,740	= \$ 2,145.00/MO
3.3-3.39	= \$27,170	= \$ 2,264.00/MO
3.4-3.49	= \$28,600/YR	= \$ 2,383.00/MO
3.5-3.59	= \$30,030	= \$ 2,503.00/MO
3.6-3.69	= \$31,460	= \$ 2,622.00/MO
3.7-3.79	= \$32,890	= \$ 2,741.00/MO
3.8-3.89	= \$34,320	= \$ 2,860.00/MO
3.9-3.99	= \$35,750	= \$ 2,979.00/MO
<b>4.0 -4.09 PTS/HR</b>	<b>= \$37,180/YR</b>	<b>= \$ 3,098.00/MO</b>
4.1-4.19	= \$38,610	= \$ 3,218.00/MO
4.2-4.29	= \$40,040	= \$ 3,337.00/MO
4.3-4.39	= \$41,470	= \$ 3,456.00/MO
4.4-4.49	= \$41,600	= \$ 3,467.00/MO
4.5-4.59	= \$43,030	= \$ 3,586.00/MO
4.6-4.69	= \$44,460	= \$ 3,705.00/MO
4.7-4.79	= \$45,890	= \$ 3,824.00/MO
4.8-4.89	= \$47,320	= \$ 3,943.00/MO
4.9-4.99	= \$48,750	= \$ 4,063.00/MO
<b>5.0-5.09</b>	<b>= \$50,180</b>	<b>= \$ 4,182.00/MO</b>

MOU BETWEEN UAPD AND COUNTY OF SAN JOAQUIN

**ATTACHMENT B: SALARY SCHEDULE**

**UAPD Salary By Specialty**  
Effective the first pay period after Board adoption

Includes all base wage equities and adjustments and year one COLA of 3%.

Specialty Name	Bi-weekly Base	Annual Base	Hourly Base
Anesthesia	\$ 16,070.77	\$ 417,839.91	\$ 200.88
Cardiology	\$ 16,567.31	\$ 430,750.14	\$ 207.09
Employee Health	\$ 8,958.03	\$ 232,908.75	\$ 111.98
Endocrinology	\$ 9,068.83	\$ 235,789.66	\$ 113.36
ENT (Otolaryngologist)	\$ 17,392.38	\$ 452,201.97	\$ 217.40
Family Medicine (Inpatient)	\$ 8,958.80	\$ 232,928.69	\$ 111.98
Gastroenterology	\$ 16,357.90	\$ 425,305.28	\$ 204.47
Hematology/Oncology	\$ 17,425.82	\$ 453,071.27	\$ 217.82
Infectious Disease	\$ 8,123.51	\$ 211,211.18	\$ 101.54
Internal Medicine	\$ 9,017.70	\$ 234,460.19	\$ 112.72
Neurology	\$ 11,088.03	\$ 288,288.76	\$ 138.60
Neurosurgery <2 years exp	\$ 22,176.10	\$ 576,578.55	\$ 277.20
Neurosurgery >2 years <6 years exp	\$ 23,950.19	\$ 622,705.04	\$ 299.38
Neurosurgery >6 years exp	\$ 24,837.22	\$ 645,767.77	\$ 310.47
OB/GYN	\$ 11,121.37	\$ 289,155.59	\$ 139.02
Pediatrics <5 years exp	\$ 9,210.14	\$ 239,463.57	\$ 115.13
Pediatrics >5 years exp	\$ 9,533.92	\$ 247,881.96	\$ 119.17
Primary Care	\$ 9,316.34	\$ 242,224.95	\$ 116.45
Psychiatry - Adult	\$ 14,324.39	\$ 372,434.07	\$ 179.05
Psychiatry - Child	\$ 14,324.39	\$ 372,434.07	\$ 179.05
Pulmonary Critical Care	\$ 14,702.75	\$ 382,271.38	\$ 183.78
Rheumatology	\$ 8,950.25	\$ 232,706.42	\$ 111.88
Surgery Colorectal	\$ 18,523.76	\$ 481,617.70	\$ 231.55
Surgery General	\$ 13,662.53	\$ 355,225.72	\$ 170.78
Surgery HPB	\$ 19,958.49	\$ 518,920.61	\$ 249.48
Surgery Orthopedic	\$ 20,643.27	\$ 536,725.03	\$ 258.04
Surgery Podiatry	\$ 12,518.91	\$ 325,491.62	\$ 156.49
Surgery Thoracic	\$ 17,676.11	\$ 459,578.79	\$ 220.95
Surgery Trauma	\$ 13,662.53	\$ 355,225.72	\$ 170.78
Surgery Urology	\$ 23,076.92	\$ 600,000.00	\$ 288.46
Surgery Vascular	\$ 17,676.11	\$ 459,578.79	\$ 220.95