

Amendment to the Memorandum of Understanding (MOU) between San Joaquin County (County) and the Union of American Physicians and Dentists (UAPD)

Subject to adoption by the Board of Supervisors, the County and UAPD agree to modify the below provisions of the MOU for the Physicians bargaining unit as follows:

1) **Duration**

The current MOU scheduled to expire on January 5, 2023, shall be extended through January 5, 2024.

2) **4.1 Salaries**

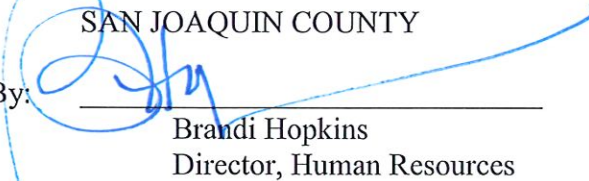
- a. Effective the first pay period after Board approval, employees in this unit shall receive a 5.0% equity adjustment to base salary.
- b. Effective the first pay period in November 2023, employees in this unit shall receive a 3.5% equity adjustment to base salary.

Except for the modifications contained herein, the terms of the current MOU remain unchanged through January 5, 2024.

Date: 11/09/22

UAPD
By: 
Representative

Date: 11.9.2022

SAN JOAQUIN COUNTY
By: 
Brandi Hopkins
Director, Human Resources

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

January 5, 2021 – January 5, 2023

**Physicians Bargaining Unit
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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 January 5, 2021, and shall remain in full force and effect through January 5, 2023.

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 Non-Discrimination

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, national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex, or sexual orientation as outlined in Civil Service Rule 20.

Any employee who believes he or she has 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 his or her Department Equal Employment Opportunity Coordinator. The initial contact should be

made as soon as possible, but no later than 60 days after the alleged act of discrimination or harassment occurred.

The Department Equal Employment Opportunity Coordinator shall process the complaint in accordance with Civil Service Rule 20, Section 3, Informal Complaint Process.

San Joaquin County shall comply with the provisions of the Americans With Disabilities Act (ADA). Individuals requesting reasonable accommodation under the ADA shall make a request in writing to their supervisor or manager, supported by medical documentation provided by an approved medical physician. The request shall identify the specific accommodation required and the anticipated duration needed for the accommodation. The manager or supervisor shall meet with the employee to confirm any documentation or verification received, in compliance with the ADA. The manager or supervisor shall respond to the written request in writing within 10 days of receipt of supplemental materials. Any such documentation, which discloses employee medical information, shall be provided directly to the Human Resources' Disability Management Unit. Human Resources shall be consulted if any dispute arises in regard to an ADA accommodation.

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 hours release time per complaint at the 1st and 2nd 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:

1. The County will provide at least 30 days advance notice to UAPD regarding the orientation schedule by providing UAPD with a calendar of orientation dates.
2. 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.
3. 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.

1.5 Use of County Facilities

County facilities shall be available to UAPD as follows:

- (1) 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.
- (2) 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:
 - a. Material shall be posted on space as designated.
 - b. Posted material shall bear the name of the Union.
 - c. Posted material shall not be misleading, contain any deliberate misstatements or violate any Federal, State or County laws.
 - d. 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:

- (1) 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.
- (2) 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.

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 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 program. Employees shall purchase State Disability Insurance at their own expense. State Disability Insurance provides weekly benefits in the event an employee is unable to work due to an illness or injury which is not job-related.

4. COMPENSATION

4.1 Salaries

- (a) Effective January 18, 2021, all employees shall receive a Cost of Living Adjustment of 2.0% of base salary.
- (b) Effective January 18, 2021, and in addition to the adjustment in a) above, employees in the following specialty shall receive a 4% market adjustment to base salary:

OB/Gyn

- (c) Effective August 16, 2021, all employees shall receive a Cost of Living Adjustment of 1%.
- (d) COLA adjustments shall apply to base salary only.

A total compensation survey will be completed by approximately November 15, 2022, for discussion for the next bargaining cycle. The total compensation will reflect the employee's pick up of the COLA cost share.

The elements of total compensation upon which any adjustments shall be based shall include base salary, retirement contributions (including social security), health and welfare benefits, and paid time off.

Compensation shall not include payments which may be granted or removed at management discretion or which involve work load issues. The following items will not be included in compensation for purposes of survey comparisons:

- i. Extra shift pay
- ii. Assignment/location pay
- iii. Extra call pay
- iv. Backup pay for call
- v. Administrative pay
- vi. Call at other county agency assignments (e.g. Jail, mental health)
- vii. Performance incentives

4.2 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.

4.3 Pediatrician Call Pay

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 \$200 per shift for weekday call, \$750 per shift for weekend call, and \$2000 per year for backup call.

4.4 Primary Provider Call Pay

Primary Medicine Physicians shall receive call pay at the rates of \$50 per night for weekday call and \$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 \$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 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.

4.5 Obstetrician/Gynecologist Additional Hours Pay

Obstetricians and Gynecologists who work in excess of 52 hours in any week, shall be paid additional compensation at straight time rate of \$110 per hour.

4.6 Board Certification Pay

Board certification pay shall be \$20,000 per year, or pro rata for those Physician Specialists who work less than a full year in any twelve month period.

4.7 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.

4.8 Board Certification Pay for Addictionology

Board certification pay for Addictionology and the use of related skills at BHS shall be \$1,000 per year, or prorata for those Physician Specialists who work less than a full year in any twelve month period.

4.9 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 recharacterized 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 (e.g. a 95% schedule would involve working nineteen (19) days in every twenty (20) scheduled). 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.

Physicians who are regularly employed on a part time basis, shall receive compensation, proportionately adjusted to their regular work schedule. Part time employee compensation shall be based on the salary.com survey as described above, exclusive of any employer contributions related to defined benefit or deferred compensation retirement benefits.

4.10 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.

Full time physicians who waive membership in SJCERA shall have their compensation set based on the salary.com survey as described above, exclusive of any employer contributions related to defined benefit or deferred compensation retirement benefits.

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 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 five 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.

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 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 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 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 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

Regular employees, who suffer a death in their "immediate family", may be allowed to be absent with pay for three (3) scheduled County work days for each family member who dies. Employees must take this leave within a seven consecutive day period and will be paid only for days and hours they were scheduled to work. Immediate family includes the spouse, domestic partner, child, parent, step-child, step-parent, sibling, grandparent, great grandparent, grandchild or great-grandchild of the employee; or child, parent, step-child, step-parent, sibling, grandparent, great grandparent, grandchild or great-grandchild of the employee's spouse or domestic partner.

In addition, employees may use an additional two (2) days of accrued leave for the death of the employee's spouse, domestic partner, parent or child. Such additional leave shall be used within 30 days of the death.

5.3 Pregnancy Disability Leave

Pregnancy disability leave without pay shall be granted to employees in accordance with state and federal law.

5.4 State Family Leave

In accordance with State law, any employee with more than 12 months of service with the County and who has worked a minimum of 1,250 hours on payroll in the 12 months prior to the start date of the leave, may take a family care leave of up to twelve (12) weeks or 480 hours in a 12-month period. An employee who takes such family care leave shall be returned to employment in the same or comparable position upon return from said leave.

San Joaquin County will comply with the California Family Rights Act maintaining all rights and provisions that are permitted by state law.

Family care leave may be utilized in conjunction with the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care placement of the child, for the serious medical condition or illness of the employee, or to allow the employee to care for a parent, spouse, domestic partner, or child who has a serious health condition.

For the purposes of this Section, the terms “employment in the same or a comparable position”, “child”, “parent”, and “serious health condition” are as defined in Section 12945.2 of the Government Code.

The reasonable advanced notice, scheduling and certification requirements of 12945.2(g), (h), and (i) shall also apply.

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 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.

For issues related to illness, this section applies only to medical leaves of absence that meet the definition of a “serious health condition” as defined in Section 12945.2 of the Government Code or Section 29 CFR 825.114 of the Family Medical Leave Act.

5.4.1 Family Medical Leave Act

San Joaquin County will comply with the federal Family Medical Leave Act, maintaining all rights and provisions that are permitted by the federal Family Medical Leave Act.

5.5 Personal Leave of Absence

Personal leaves of absence may be granted to an employee by the appointing authority.

5.6 Medical Leave without Pay

Medical leave without pay may be granted to employees by the appointing authority. Requests must be submitted with a statement from a California licensed physician stating the nature of the medical condition and the estimated duration of the disability.

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 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 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 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 he/she will authorize a deduction from his/her last paycheck for the time used if he/she leaves 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.

Effective two weeks after final approval of this agreement by the Board of Supervisors – forty (40) hours per year. If contract ratification occurs outside of the fiscal year, any additional award during the fiscal year shall be prorated.

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 \$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 his or her 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.

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.

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.

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, 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 31780.1 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 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 36 consecutive months designated by the member or, if not designated, immediately preceding the member's retirement or last separation from service if earlier.

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." Effective the pay period following approval of this agreement by the Board of Supervisors, employees who are members of SJCERA Tier I shall pay the Basic Member Contribution Rate plus effective the first full pay period in April 2016 the applicable increase in that rate as specified in Section 31631.5(a)(1), not to exceed 50% of the normal cost of benefits.

Effective the first full pay period in April 2016 Tier II members shall pay member contributions pursuant to Section 7522.30, which shall be at least 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.

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.

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 \$5,000 yearly into the tier II employee's 401(a) account. The employee shall contribute 10% of gross salary every pay period not to exceed the IRS limit of \$35,000 per year.

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

The parties agree to obtain legal advice regarding the irrevocable nature of the employee contribution and the possibility of multiple contribution levels no later than March 31, 2021, and to the extent multiple contribution options are allowed, to meet and confer over the plan design.

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

Effective the first full pay period in January 2013, the County will contribute 80% of the employee-only premium for Select and Kaiser and the employee shall pay 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 80% of the dependent premium (employee plus one, and employee plus family) for Select and Kaiser and the employee shall pay 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 80% of the premium and the employee shall pay 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 hired after the effective date of this Agreement electing employee-only coverage on the County's HMO or PPO Plan, the County shall contribute 80% of the premium and the employee shall pay 20% of the premium.

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 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

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 41 hour 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 \$700/year for Employee Only and \$1,400/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 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.

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 his/her personnel file and to have such comments included in his/her 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. The terms and conditions of the MOU supersedes the individual contracts in any areas of conflict. The parties will meet within thirty (30) days of the adoption of this agreement to review individual contracts to ensure that they are consistent with the MOU.

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.

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 cope 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.

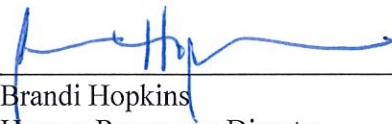
UNION OF AMERICAN PHYSICIANS & DENTISTS

Date: 12/29/20

By: 
Patricia Hernandez
Senior Representative

SAN JOAQUIN COUNTY

Date: 12/29/2020

By: 
Brandi Hopkins
Human Resources Director

SIDELETTER

Incentive Pay

OB/Gyn: OB/Gyns in the Department shall equally share 60% of net collections (gross collections minus billing fees) from inpatient professional physician charges for obstetrical and gynecological services at SJGH. Incentives shall be paid on a monthly basis, based on the previous months' data.

Anesthesia: Anesthesiologists in the Department shall receive 15% of professional fee charges from inpatient clinical work at SJGH. The maximum incentive earned per anesthesiologist per fiscal year (July 1 through June 30) is \$75,000.

Incentives shall be paid on a monthly basis, based on the previous months' data.

Psychiatry and Child Psychiatry (outpatient staff): The program shall incorporate the County's proposal of 100% guaranteed salary. All Psychiatrists shall receive .8% for every 1% above 50% direct service productivity. When combined with salary, the total value of cash compensation shall be capped at 120% of the market median.

A reopener negotiation regarding the Psychiatric Incentive program only may be triggered by either party no earlier than June 1, 2021, and no later than September 1, 2021.

Direct Service Productivity = total direct service time

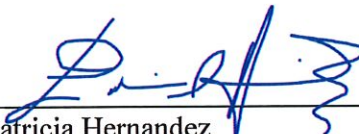
- Total paid time – time off (time off is defined as all annual paid leave taken, all unpaid leave, and release time authorized time to participate in union representation activities).

Current Incentive Pay Programs: By mutual agreement of the parties, changes to the existing incentive pay programs may be conducted during the term of this contract.

The parties agree to meet and confer regarding the existing incentive pay program for OB/Gyn no later than March 31, 2021.

UNION OF AMERICAN PHYSICIANS & DENTISTS

Date: 12/29/20

By: 
Patricia Hernandez
Senior Representative

SAN JOAQUIN COUNTY

Date: 12/29/2020

By: 
Brandi Hopkins
Human Resources Director