The County of San Joaquin ("County") and the Union of American Physicians and Dentists ("UAPD" or "Union") hereby agree to the following tentative agreement for a successor Memorandum of Understanding (MOU), subject to Union ratification and adoption by the County Board of Supervisors:

- <u>Term:</u> Two-year term (expiring August 12, 2026). All negotiated changes will be effective
 the first full pay period following Board of Supervisors' approval of a successor MOU,
 unless otherwise stated.
- Incorporate Compensation: The parties tentatively agree on MOU updates which reflect
 all current compensation paid to physicians, including incentive pays. 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.
- Discontinue Use of Individual Contracts: Beginning the first pay period following adoption of this successor MOU, the County and Union agree to end the use of individual contracts. The terms and conditions of the MOU supersede the individual contracts.
- 4. <u>Ratification Bonus:</u> 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, prorated for part time employees.
- Psychiatrist Pay: 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%).
- 6. <u>COLA:</u> 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.
 - Effective the first full pay period of Year 2 of the agreement, employees shall receive a Cost of Living Adjustment of two and one-half percent (2.5%).
- Equity Adjustments: 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 the year one 3% COLA)
- 8. <u>Call Pay</u>: Effective the first full pay period following Board of Supervisors' approval of a 2024 successor MOU, Call Pay will be increased as follows for specified specialists:
 - Anesthesiologists: For hours worked above 40 hours per week spent on primary inhouse on call, Anesthesiologists will be paid \$265 per hour for non-trauma shifts or \$275 per hour for trauma shifts.
 - Gastroenterology: For extra call by telephone, Gastroenterologists will be paid \$1,200 per weekday night, and \$2,000 per 24-hour shift on weekends and specified holidays.
 - <u>Surgery:</u> For extra surgery call in excess of specified minimum number per month,
 General surgery physicians will be paid as follows:
 - Monday through Friday: \$1,000 per day (daily rate)
 - Saturday and Sunday: \$1,500 per day (24 hours)
 - <u>Surgery Trauma/ ICU</u>: For trauma call or general surgery response shifts taken in the evenings Monday through Friday, and Saturday or Sunday call will be paid as follows:
 - \$3,000 per shift for in-house trauma or ICU call
 - \$1,000 per shift for back-up trauma or ICU call (must arrive to the ED within thirty (30) minutes when requested)
 - <u>Pediatrician</u>: Compensation for Pediatrician Call in excess of six call days per month
 will be increased to a stipend of \$25,000 per year when assigned to inpatient call. The
 County agreed to grandfather two outpatient Pediatricians so that they are not
 subject to the call requirement.
 - <u>Psychiatrist:</u> For extra Psychiatrist Weekend Call, compensation will be increased to \$3,250 for 3 days of weekend call (5:00 PM Friday through 7:00 AM Monday) and will be assigned by voluntary rotation.

For extra Psychiatrist Weekday Call, compensation will be increased to \$425 per day. For weekday call, Psychiatrists may volunteer for selected shifts, and the most senior volunteer will work the call.

- Surgery HPB, Thoracic and Vascular: For extra call in excess of seven days per month,
 Surgery (HPB, Thoracic and Vascular) specialists will receive pay as follows:
 - Monday through Friday: \$1,000 per day (5:00 PM to 7:00 AM);
 - Saturday and Sunday or Holidays: \$1,500 (for each 24 hours).

- 9. Extra Shift Pay: Effective the first full pay period following Board of Supervisors' approval of a 2024 successor MOU, Extra Shift Pay will be paid as follows:
 - Internal Medicine physicians who work extra shifts on the weekend and specified holidays will be paid additional compensation of \$1,400 per shift.
 - Family Medicine (Inpatient) physicians who work extra shifts on the weekend and specified holidays will be paid additional compensation of \$500 per shift
- 10. <u>Assignment Pay</u>: Effective the first full pay period following Board of Supervisors' approval of a 2024 successor MOU, Assignment Pay will be paid as follows:
 - Psychiatrists and Child Psychiatrists will be paid 5% for time worked in in-patient, SUD or within Justice (including CONREP) programming
 - Psychiatrists providing clinical oversight to residents, and Child Psychiatrists assigned as the secondary doctor to providing clinical oversight of residents, will be paid \$5,000 per year.
 - Psychiatrists for providing CONREP, Lead, and medical student education will be paid \$18,330 per year. The lead assignment will be eliminated upon separation or promotion of the current lead CSU and children's psychiatrist assignments.
- 11. Part-Time Employee Compensation: 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.

Part-time physicians hired by the County on or after the date of Board of Supervisors' approval of a 2024 successor MOU, and Alexander Hin Yeung Liu, Urologist; Tina Hedayat, Neurologist; and Neeta Shroff, Pediatrician, shall not work more than 1,560 hours in a 12-month period.

Part Time employees receiving base wages which equate to more than 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 10% supplement. 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.

- 12. <u>Bereavement Leave</u>: This provision has been updated for legal compliance and paid bereavement leave extended to .95FTE employees.
- 13. <u>Advisory Arbitration for Resolution of Impasses:</u> The parties agreed to add a voluntary Advisory Arbitration provision for impasses.
- 14. **Retirement:** The parties added the terms of Board of Retirement Resolution 2021-05-01 to the agreement.
- 15. <u>Leaves:</u> The parties agreed to update leaves provisions for legal compliance and consistency with County policies and practices.

SO	AG	RE	ED	
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For the Union

For the County

7/30/2024

Date

7/30/24

Date