



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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*"To Enrich Lives Through Effective And Caring Service"*

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April 12, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

13 April 12, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

### **SUCCESSOR MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS 323 (COMMITTEE OF INTERNS AND RESIDENTS/SEIU) AND 324 (PHYSICIANS) (ALL DISTRICTS) (4 VOTES)**

#### **SUBJECT**

Approve the successor Memoranda of Understanding (MOUs) for Bargaining Units (BUs) 323 (Committee of Interns and Residents) and 324 (Physicians).

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the accompanying successor MOU between the County and the Committee of Interns and Residents (CIR/SEIU) for Bargaining Unit 323.
2. Approve the accompanying successor MOU between the County and the Union of American Physicians and Dentists (UAPD) for Bargaining Unit 324.
3. Approve salary adjustments and changes for the related non-represented employee classifications and for two MAPP positions, as set forth in the accompanying ordinance amending Title 6 – Salaries, of the Los Angeles County Code.
4. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the changes in the agreements.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

1. To provide the terms and conditions of MOUs for BUs 323 and 324 for three (3) years - October 1, 2015, through September 30, 2018.

2. To provide for a salary increase of 10% for BU 323 over three (3) years, with general salary increases as follows:

- 3% effective February 1, 2016
- 3% effective October 1, 2016
- 2% effective October 1, 2017
- 2% effective April 1, 2018

3. To provide for a salary increase of 10% for BU 324 over three (3) years, with general salary increases as follows:

- 3% effective November 18, 2015
- 3% effective October 1, 2016
- 2% effective October 1, 2017
- 2% effective April 1, 2018

4. To provide for the continuation of existing bonuses and other compensation for BUs 323 and 324.

In addition, various market-based “inequity” adjustments were negotiated in support of recruitment and retention efforts, and certain special pay practices were adjusted or established.

**Non-Represented Employees**

In light of these agreements, it is appropriate to extend comparable market-based inequity adjustments for non-represented employees where similar adjustments were negotiated for subordinate represented staff. These adjustments are necessary in order to maintain appropriate internal pay relationships among related classes. Other adjustments were made to incorporate Manpower Shortage Ranges into the base pay of affected classifications. These Manpower Shortage Ranges were previously approved in order to support recruitment and retention efforts following an investigation by the Chief Executive Office (CEO).

In addition, various special pay practices, such as stand-by rates and assignment bonuses, are also recommended for extension to related non-represented classifications in order to maintain pay parity. All adjustments to pay and benefits are detailed in the accompanying ordinance.

**Technical Corrections**

We are also recommending changes to the salaries of two MAPP licensed Pharmacist positions in order to incorporate a salary inequity and Manpower Shortage Range into the base salaries of these positions. In addition, the salary changes correct a structural pay issue affecting internal pay relationships within the Pharmacy Series. Finally, we recommend amendments to the Relief Physician H Schedules as this classification has been accreted into UAPD.

### **Implementation of Strategic Plan Goals**

The actions recommended in this letter promote the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability by providing for a wage and benefit structure that is financially responsible.

### **FISCAL IMPACT/FINANCING**

The provisions of the successor MOUs have been ratified by the unions and are within the parameters established by the Board. The County's pension actuary, Cheiron, has advised that the proposed salary adjustments do not exceed the increase in payrolls assumed in the current actuarial valuation of the retirement plan. Therefore, there will be no negative impact on the funded status of the retirement system.

The salary movement for the term of the aforementioned contracts has been factored into the County budget for FY 2015-2016.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The successor MOUs for BUs 323 and 324 provides for a ten percent (10%) salary increase over three (3) years, various inequities, and modified pay practices. Comparable increases and modifications would be extended to non-represented employees as noted above. The accompanying successor MOUs and ordinance have been approved as to form by the County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

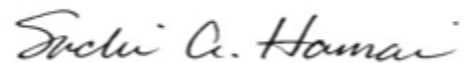
There is no impact on current services.

The Honorable Board of Supervisors

4/12/2016

Page 4

Respectfully submitted,

A handwritten signature in cursive script that reads "Sachi A. Hamai".

SACHI A. HAMAI

Chief Executive Officer

SAH:SK:RM

SSW:mj

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Human Resources

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING  
INTERNS AND RESIDENT PHYSICIANS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 12<sup>th</sup> day of  
April, 2016,

BY AND BETWEEN

Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")

AND

COMMITTEE OF INTERNS AND RESIDENTS, AN AFFILIATE OF THE COMMITTEE OF INTERNS AND RESIDENTS/SEIU, (AKA INTERNS AND RESIDENTS ASSOCIATION OF LOS ANGELES COUNTY-UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER; INTERNS AND RESIDENTS ASSOCIATION OF THE LOS ANGELES COUNTY HARBOR GENERAL HOSPITAL; (hereinafter referred to as "CIR")

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ARTICLE 1            RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Committee of Interns and Residents/SEIU (a.k.a. Interns and Residents Association of Los Angeles County - University of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor- UCLA Medical Center; Interns and Residents Association of the Los Angeles County Martin Luther King, Jr./Drew Medical Center) was certified on April 4, 1973, by County's Employee Relations Commission (Employee Relations Commission Docket No. R-121-72) as the majority representative of County employees in the Intern and Resident Physicians Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by the Employee Relations Commission.

Management hereby recognizes the Committee of Interns and Residents/SEIU (aka Interns and Residents Association of the Los Angeles County-University of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor- UCLA Medical Center; Interns and Residents Association of the Los Angeles County Martin Luther King, Jr./Drew Medical Center) as the certified majority representative of the employees in said Unit.



Section 2.            Exclusive Recognition

Management agrees that it shall recognize CIR as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CIR has shown it has met the requirements of any such new rules.

ARTICLE 2            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding.
  
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, and
  
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be null and void.

Implementation shall be effective as of the date approved by the Board of Supervisors.

ARTICLE 3      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 4            RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, the party shall serve upon the other during the period from June 1 through June 15, 2018, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding. Both parties to this Memorandum of Understanding shall provide their full and complete proposals regarding this Memorandum of Understanding to the other no later than July 15, 2018. Negotiations shall commence no later than July 15, 2018.

The parties agree that the terms and conditions of the MOU shall remain in full force and effect until CIR or Management gives ten days' notice of its intention to terminate said MOU at a date after its expiration pursuant to Article 3, "Term."

ARTICLE 5            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the CIR and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

No bargaining unit member shall face intimidation or retaliation for exercising their right to participate in union activities or for seeking union representation for the purpose of grievance or defense in a disciplinary action.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, citizenship, place of medical education, political or religious opinions or affiliations, sexual orientation, or disabilities or other factors not directly related to successful performance of the job.

ARTICLE 6            SALARIES

Section 1.            Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in this Unit on the effective dates indicated below:

12 Levels (Approximately 3 percent) effective February 1, 2016

12 Levels (Approximately 3 percent) effective October 1, 2016

8 Levels (Approximately 2 percent) effective October 1, 2017

8 Levels (Approximately 2 percent) effective April 1, 2018

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4757	DENTAL INTERN	CURRENT		F		3887.26
		02/01/2016		F		4123.99
		10/01/2016		F		4247.71
		10/01/2017		F		4332.66
		04/01/2018		F		4419.31
4760	DENTAL RESIDENT(1ST YEAR)	CURRENT		F		4348.91
		02/01/2016		F		4479.38
		10/01/2016		F		4613.76
		10/01/2017		F		4706.04
		04/01/2018		F		4800.16
4760	DENTAL RESIDENT(2ND YEAR)	CURRENT		F		4712.12
		02/01/2016		F		4853.48
		10/01/2016		F		4999.08
		10/01/2017		F		5099.06
		04/01/2018		F		5201.04
4760	DENTAL RESIDENT(3RD YEAR)	CURRENT		F		5077.83
		02/01/2016		F		5230.16
		10/01/2016		F		5387.06
		10/01/2017		F		5494.80
		04/01/2018		F		5604.70
5408	PHYSICIAN, POST GRADUATE(1ST YEAR)	CURRENT		F		3887.26
		02/01/2016		F		4123.99
		10/01/2016		F		4247.71
		10/01/2017		F		4332.66
		04/01/2018		F		4419.31

5411 PHYSICIAN, POST GRADUATE(2ND YEAR)	CURRENT	F	4348.91
	02/01/2016	F	4479.38
	10/01/2016	F	4613.76
	10/01/2017	F	4706.04
	04/01/2018	F	4800.16
5411 PHYSICIAN, POST GRADUATE(3RD YEAR)	CURRENT	F	4712.12
	02/01/2016	F	4853.48
	10/01/2016	F	4999.08
	10/01/2017	F	5099.06
	04/01/2018	F	5201.04
5411 PHYSICIAN, POST GRADUATE(4TH YEAR)	CURRENT	F	5077.83
	02/01/2016	F	5230.16
	10/01/2016	F	5387.06
	10/01/2017	F	5494.80
	04/01/2018	F	5604.70
5411 PHYSICIAN, POST GRADUATE(5TH YEAR)	CURRENT	F	5433.69
	02/01/2016	F	5596.70
	10/01/2016	F	5764.60
	10/01/2017	F	5879.89
	04/01/2018	F	5997.49
5411 PHYSICIAN, POST GRADUATE(6TH YEAR)	CURRENT	F	5801.84
	02/01/2016	F	5975.90
	10/01/2016	F	6155.18
	10/01/2017	F	6278.28
	04/01/2018	F	6403.85
5411 PHYSICIAN, POST GRADUATE(7TH YEAR)	CURRENT	F	6147.90
	02/01/2016	F	6332.34
	10/01/2016	F	6522.31
	10/01/2017	F	6652.76
	04/01/2018	F	6785.82

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

## Section 2. Physician Service Assignments

- A. A Physician, Post Graduate, shall have the approval of his Chief of Service to participate in Physician Service Assignments.

- B. The Chief of Service shall not unreasonably withhold approval.
- C. These assignments shall be limited to 96 hours per month.
- D. There shall be no substantial change in the current practice of Physician Service Assignments.

If there is a substantial change it will be subject to the meet and confer in good faith process.

- E. Physicians, Post Graduate II or higher performing in a "Physicians Service Assignment" shall receive the remuneration established in the Physician Pay Plan of the Los Angeles County Code.

Section 3. Advancement

Members of this bargaining unit will advance along a predictable progression of Physician Post-Graduate years, one year for every year of training in an accredited training program. The members will receive the salary associated with the PPG level of their primary training program. Individuals who transfer into another primary training program or select a secondary training program will receive that salary that is identified with the entry level of that specific training program as determined by management. Under no circumstances will a resident be paid higher than PPG - VII, as identified in this Memorandum of Understanding.



All residents in the LAC+USC six-year Oral and Maxillofacial surgery Program will be paid at the PGY 3 level in their fifth year of training and advance to the PGY 4 level in their sixth year of training.

Section 4.            Chief Resident Bonus

In cases where a member of this bargaining unit, who is in an accredited training program, is requested or recruited to function in a Chief Resident position, the Physician Post-Graduate shall receive a bonus of \$300.00 for each full month, not to exceed 12 months, served in this position. The bonus shall be paid in one lump sum at the conclusion of the assignment. To qualify for this bonus the Chief Resident must perform functions including but not limited to: scheduling, clinical supervision and education of Physician Post-Graduates involved in a training program and not simply as a requirement of the program.

Section 5.    Non-Resident Items

It is understood that, in some departments, physicians that complete resident training continue on physician post-graduate items to supervise residents still in training. The Department of Health Services will continue to pursue the appropriate allocation and funding of these non-resident items.

ARTICLE 7            QUALITY PATIENT CARE FUND

In recognition of Residents foregoing pay raises in a previous contract, the Department of Health Services, and Chief Executive Office will recommend to the Board of Supervisors that a fund, to be identified as the CIR Quality Patient Care Fund, be established within the Department of Health Services effective on the date of Board approval of this Agreement. The amount of the CIR Quality Patient Care Fund will be \$2,200,000 each year for fiscal years 2015-2016, 2016-2017 and 2017-2018. The \$2,200,000 will be appropriated by relative employee size of the two institutions as follows:

\$1,210,000 for the use of LAC+USC Medical Center house staff; and \$990,000 for the use of Harbor/UCLA Medical Center house staff. All funds must be spent in the fiscal year of allocation.

In the event the Martin Luther King Jr. facility becomes a teaching institution for County interns and residents, the parties will meet to discuss a reconfiguration of the \$2,200,000 appropriation of the Quality Patient Care Fund to include the Martin Luther King, Jr. facility.

This fund shall be inviolate and free from assessments, freezes, impounds or deferrals, and may be used only for improved quality of patient care.

The Director of the Department of Health Services shall have direct control of the fund. During the term of this Memorandum of Understanding, all of the committees provided in 2 and 3 below shall meet as a "Steering Committee" and by mutual agreement allocate funds to the institutional level, taking cognizance of all recommendations.

Funds allocated to the institutional level will be administered as follows:

1. Authority to commit and expend the funds will be vested in the institutional administrators.
2. The institutional administrator shall appoint a "Team." Medical Directors, physician service chiefs and director of patient care services may be appointed to this Team. This Team shall not exceed five in number.
3. Interns and Residents at each institution shall convene and designate a "Team". This Team shall not exceed five in number.
4. When issues involve Preventive Health, Mental Health, Nursing and Ambulatory Care needs, representatives from these areas shall participate in the discussions.
5. Mutual agreement of the teams at each institution listed in 2 and 3 shall be required to initiate the authority to expend as provided in 1 above.

6. The CIR shall submit its list of requested patient care equipment for that fiscal year to the institutional Chief Medical Officer by February 28. By meeting this due date, it shall be deemed that the CIR has met the requirements for committing the allocation to the Patient Care Fund. The institution shall, within 30 days from the date of receipt, discuss problem requests with the CIR. Where the County is able to obtain equipment for less than the CIR's initial estimate, Management and CIR shall, as soon as possible, mutually agree to spend the savings.

If CIR fails to meet this due date, the institution allocation shall be transferred to the institution administrator to purchase patient care equipment.

7. The CIR shall obtain estimates and information only, and shall not commit or negotiate prices, services agreements, or training costs with vendors. The items recommended shall be processed through the County's normal County purchasing procedures.

The Los Angeles County - USC Medical Center and Harbor - UCLA Medical Center will provide a monthly Patient Care Fund status report to the President of the Interns and Residents at each hospital, the Patient Care Fund Vice-President at each hospital and to the designated representative of the CIR.

Section 1.            Quality Improvement Projects

The Department of Health Services agrees to pay the sum of \$300,000 to CIR each year for fiscal years 2015-2016, 2016-2017, and 2017-2018 for the sole purpose of funding Quality Improvement Projects (i.e., improving discharge planning, patient satisfaction, infection prevention, condition management) for house staff at LAC+USC Medical Center and Harbor/UCLA Medical Center. The Department of Health Services agrees to make the initial annual lump sum payment to CIR covering the 2015-2016 fiscal year within 30 days of Board approval of this MOU and the subsequent payments by the 10<sup>th</sup> business day following the start of the 2016-2017 and 2017-2018 fiscal years. CIR shall accept fiduciary responsibility over these funds in compliance with relevant accounting standards. The County and the Department of Health Services shall have no responsibility or liability for the administration of this benefit. Interns and Residents at LAC+USC Medical Center and Harbor/UCLA Medical Center shall each convene and designate a Quality Improvement Steering Committee (not to exceed five in number) and submit an annual report to the respective facility CEO. An itemized financial statement addressing the sums set forth above, as well as a report of the corresponding Quality Improvement activities, shall be provided by CIR to the Department of Health Services upon request. All funds must be spent in the fiscal year of allocation. All funds not expended in the fiscal year of allocation shall be returned by CIR and paid back to the Department of Health Services. CIR agrees to make payment of any remaining funds to the Department of Health Services by the 10<sup>th</sup> business day following the end of the applicable fiscal year in which the funds were allocated.

ARTICLE 8            BENEFITS

Interns and Residents will be provided the same benefits as other temporary employees with respect to Life Insurance, Health Insurance, Dental Insurance, Bereavement Leave, Sick Leave, Workers' Compensation, Jury Duty Leave, Witness Leave, Military Leave, and Civil Service Examination Leave at the level agreed to by the County and the Coalition of County Employee Unions in the Memorandum of Understanding regarding the Fringe Benefits in effect during the term of this agreement.

Section 1.            Indemnity

Pre-existing benefits or conditions including but not limited to, meals, uniforms, laundry of uniforms, parking and malpractice insurance coverage shall remain at the same level as provided the Interns and Residents on June 30, 1983 during the term of this agreement.

Notwithstanding the above, the County will:

1. Discontinue free County hospital care to Interns/Residents and families.
2. Discontinue providing laundry service for personal clothing of Interns/ Residents and their families.

Section 2.            Program Security

- A.     It is the obligation of management to provide the opportunity for continuation and completion of any academic training program for which a member of this bargaining unit was accepted. The County will require that all programs follow ACGME notification requirements regarding program accreditation status.
- B.     In the event of the termination of any residency program for any reason whatsoever, management shall follow all ACGME guidelines including "Program Closure/Reduction" and make every reasonable effort to place any affected residents in another accredited residency program, prioritizing placement in the appropriate specialty in accordance with ACGME guidelines. DHS shall make every reasonable effort to place any affected residents in the following order: at another DHS facility; at another accredited program within the Southern California area, or another accredited program within California.

Section 3.            Post-Graduate Physician List

Upon request from CIR/SEIU, the County shall provide the list of incoming interns, residents and fellows by May 1st each year of this agreement. The list shall include contact information for those Interns that have gone through the process of the National Residency Match Program and the Residents who have matched to County training programs to date. The contact information will be used to notify the incoming interns, residents and fellows of the benefits described in this Article.

Section 4.            Post-Graduate Physician Orientation

The County shall ensure that CIR/SEIU is allotted at least 45 minutes at all new resident orientation sessions in order to disseminate information concerning EHR incentive enrollment, HSBP benefits enrollment and CIR membership to incoming House Staff. Additionally, the County agrees to continue the practice of providing CIR with space for tabling at all orientation sessions.

Section 5.            HSBP Benefit

Any employee covered by the Unit shall be entitled to annual lump sum payments as follows:

\$220.00 for any person employed by the County and covered by this Unit in each subsequent year, paid on each July 15th. For Interns and Residents entering County service later than July 1, payment shall be paid by the 15th of the following month during the life of this contract. This annual lump sum payment shall be paid on behalf of the residents and interns to the CIR/SEIU House-staff Benefits Plan (HSBP).

The HSBP shall use all funds collected pursuant to this provision to provide benefits that are not provided by the County of Los Angeles, including but not limited to disability insurance.

The County will have no responsibility or liability for the selection, administration or oversight of any insurance policy purchased or insurance fund created by virtue of this provision.



The parties agree to meet within 60 days of the BOS approval of this MOU to discuss ways in which all interns, residents and fellows can be insured beginning the first day of their residency.

Section 6.            Sick Leave

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following modifications to the sick leave benefits applicable to employees covered herein:

- a) Said employees shall earn and accrue full-pay sick leave as provided in Article 12 of the Memorandum of Understanding regarding Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO, in effect during the term of this agreement; provided, however, that in no event shall said employees be credited with more than 8 days of full-pay sick leave in any calendar year commencing on or after January 1, 1989.
  
- b) Said employees shall be paid for unused full-pay sick leave as if they were full-time permanent employees subject to the terms and conditions set forth in said Article 12 of the Memorandum of Understanding regarding Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO. Upon termination from County service, employees represented by the CIR who have at least five years of continuous service shall receive payment for accumulated sick leave at full pay to a maximum of 720 working hours. Such payment as provided in Section 6.24.040 of the Los Angeles County Code shall be

computed at the workday hourly rate of pay in effect on the employee's final day of County service and shall be equal to one-half of unused sick leave.

- c) It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in subparagraph (a) above, the provisions in Article 6, Section 1, Recommended Salary Adjustment, includes an additional two percent base rate increase effective January 1, 1989.
  
- d) Management recognizes the need for all house staff officers to receive proper and timely notification whenever application for payment of unused full pay sick leave as indicated in (b) above can be made. Further, it is agreed, that in addition to the facilities' normal distribution of the notification, copies will be provided to the respective Medical Directors' offices and to CIR in a timely manner that allows a minimum of two weeks for house staff to respond. In addition, copies will be made available to CIR during monthly Communication Meetings.

It is also agreed that each department will make available to house staff, copies of the required application in the Program Director's Office, where house staff time cards and paychecks are located.

#### Section 7. Bilingual Compensation

The parties agree that bilingual pay for employees in the Unit shall be in accordance with County Code Section 6.10.140.

Section 8.            Coats and Scrubs

Management agrees to provide four (4) long white coats and (6) scrubs to all residents in all training programs. It is further agreed that the white coats and scrubs will be laundered at no cost and that the turnaround time regarding such laundry service shall be 72 hours from the time of drop off. Management, in conjunction with CIR, reserves the right to establish policies and procedures on the wearing of scrubs while providing patient care. Management at each facility will make every reasonable effort to ensure that resident physicians have access to replacement scrubs after laundry services are closed for the day.

Section 9.            Meals

Three fresh and sanitary meals shall be provided daily to house staff when engaged in patient care functions. The County shall make every reasonable effort to ensure that the quality of meals provided is consistent between County hospitals.

The County will arrange that the food left over from the food prepared daily for house staff and other physicians be packed, date stamped with preparation dates, and stored at the end of the day so that the food is available for the night meal. The County will prepare sufficient food daily to ensure that healthy night meals are available or provide frozen meals for all house staff who are assigned to nighttime duty or in-hospital on-call duty.

The County shall make every reasonable effort to provide meals in the doctors' dining rooms with sensitivity and consideration to a greater variety of dietary needs, including vegetarian, kosher and ethnic-specific diets on a daily basis.

Interns and Residents agree not to provide food and meals to non-qualified individuals.

The County will reimburse residents, not to exceed \$25.00 per day, for resident physicians on rotations outside of Los Angeles County facilities if meals are not provided by the host hospital.

Section 10.            Jury Duty

The County recognizes that often, an intern or resident will suffer undue hardship if required to serve on a jury. The County will cooperate with the Union and the interns and residents in providing to the jury commissioner, evidence of any such undue hardship. Any person ordered to serve on a jury shall be entitled to his/her regular pay.

Section 11.            Educational Bonus

The Department agrees to provide an educational bonus of \$2,000.00 to members of this bargaining unit who hold the classification of PPG I or Dental Intern; and who will do their PPG II or second year of dental training at a County facility. This bonus shall be paid as a lump sum payable on August 15 of each year of the contract.

The Department agrees to establish in consultation with CIR, a DHS Resident Office by September 30, 1998. As one of its functions, this office shall explore ways to provide assistance i.e. completion of the Resident's licensure packet to the Residents.

Section 12.            1115 Waiver Incentive Bonus

PPGs in the following programs and levels: Internal Medicine (PPG II & III), Family Medicine, Pediatrics, and OBGYN (PPG II thru IV) shall receive an annual one-time, lump sum bonus equal to 2% of the current salary in effect on July 1st of each year of the contract, payable on August 15 of each year during the term of this agreement.

ARTICLE 9            HOURS, MEALS, AND CALL ROOMS

Upon agreement of this MOU, the Director will instruct the facility CEOs, Medical Directors, Department Chairs and Graduate Medical Directors at LAC/USC and Harbor/UCLA Medical Centers to insure compliance with provisions of the MOU. A quarterly report prepared by each facility regarding the status of resident hours, access to night meals and resident call rooms at LAC/USC and Harbor/UCLA Medical Centers will be submitted to CIR until contract obligations have been achieved. As needed, CIR will submit to the Associate Director, a written response to the "DHS Quarterly Status Report on Resident Hours, Meals and Call Rooms" that comments on the progress of contract implementation. The CIR must be aware that regulatory agencies such as the Office of Statewide Health Planning and Development have requirements that at times, slow the construction or remodeling of hospital buildings. However, when the completion of call rooms remodeling is affected by a regulatory agency, the CIR shall be notified.

Also, the director has instructed local facility CEOs, Medical Directors, and Graduate Medical Education Directors to offer to meet and consult with representatives of the CIR prior to implementing changes on the above mentioned matters, and on other matters requiring as stipulated in the MOU, a meet and consult meeting.

Section 1.            Duty Hours

Within 30 days after the implementation of this agreement, the County will schedule Interns and Residents according to ACGME guidelines for those programs where guideline requirements exist. For programs where no ACGME guidelines exist, the County shall develop guidelines reflecting minimum standards established by the ACGME.

Section 2.            On-call Hours

The following shall be implemented no later than July 1, 2001:

1. The educational goals of the program and learning objectives of residents must not be compromised by excessive reliance on residents to fulfill institutional services obligations.
  
2. Resident duty hours and on-call time periods must not be excessive. The structuring of duty hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the residents. Scheduled on-call, in hospital duties should not be more frequent, on average, than every 3<sup>rd</sup> day.
  
3. When averaged over any 4-week rotation or assignment, residents must have at least 1 day out of 7 free of patient duties, in accordance with ACGME requirements.

Section 3. Graduate Medical Education Committee

It is understood that at all three facilities, there is a Graduate Medical Education Committee (GMEC) empowered to ensure that all residency programs are in compliance with the Institutional Program, and applicable Subspecialty Program Requirements of the ACGME. Issues of non-compliance with the ACGME and this MOU shall be addressed by the GMEC and the Medical Executive Committee. In accordance with the ACGME policy, house staff has representation on the GMEC with voting privileges.

Within 30 days from implementation of this agreement, the CIR shall establish a process for the confidential and protected registering of house staff complaints of noncompliance with ACGME requirements and this MOU regarding resident duty hours and working conditions. These complaints shall be presented to the facility GMEC in a timely manner by the resident members of that committee.

The Department agrees to establish within 60 days from implementation of this agreement, a Compliance Committee, chaired by the Associate Director of Health Services, Clinical and Medical Affairs and be composed of equal members of CIR and Management that shall be empowered to resolve issues that cannot be resolved at the facility levels. Issues of non-compliance include, but are not limited to, duty hours and working conditions.



Should the facility GMEC and Medical Executive Committees fail to resolve the issues in a reasonable time, the issues shall become an agenda item for the next meeting of the Compliance Committee.

Section 4.            Outpatient Care Committee

Within 30 days from implementation of this agreement, both parties agree to form a committee that shall include members from each hospital to address outpatient workload limitations in light of the increased need to deliver care in the outpatient setting in accordance with the provisions of 1115 Waiver. The committee shall meet at least quarterly and contain no more than 10 members; five representatives from the Department and 5 representatives from CIR.

Section 5.            Rest Periods

House staff on "scheduled 24-hour in-hospital call" shall not be assigned normal clinical duties (i.e., clinic, operating room duties and/or new patient assignments) except under unusual circumstances, following an on-call period.

Assignments for house staff who are post "in-hospital" call shall be consistent with existing ACGME duty hour policies.

Section 6.            Communications Committee

The County and CIR recognize the potential impact of sleep deprivation and fatigue upon house staff that must drive after 24 hours of continuous duty. In the interest of maintaining quality patient care and the health and safety of house staff, both parties agree to the establishment of Communications Labor-Management Meeting work groups at each Medical Center.

The purpose of the work group is to study and make recommendations related to funding for the purpose of, but not limited to: education on resident sleep deprivation and fatigue, guest speakers on the topic of sleep deprivation and fatigue and/or a taxi voucher program. Work group recommendations will be made to their hospital administration at Communication meetings.

ARTICLE 10      CALL ROOMS

The County shall provide on-call rooms as provided for in accordance with ACGME guidelines. The County shall provide safe, secure on-call rooms, bathrooms and shower facilities which are readily accessible to patient care areas. On-call rooms shall be designated as smoke-free areas, and shall be properly maintained with adequate temperature control. The number of on-call rooms shall be sufficient for all house staff officers on duty at night.

The County will make every reasonable effort to provide separate male and female call rooms at each facility.

On-Call rooms will be furnished in accordance with established Fire and Safety standards.

Section 1.      Equipment

On-call rooms shall have functional locks and the room key shall be available to each house staff officer. On-call rooms shall be properly maintained seven (7) days a week. Where possible, on-call rooms shall be equipped with large-sized lockers for the secure storage of each house staff officer's personal effects.

An annual survey shall be jointly conducted by the CIR and local hospital administration to assess the status of on-call rooms. Management will make every reasonable effort to address concerns.

Where possible, computer equipment will be reasonably accessible from on-call rooms in accordance with ACGME guidelines.

Section 2.            IT Walk-Through

In conjunction with the annual call room walk-through as outlined in Article 11, Section 2 CIR, hospital administration and the IT Director or designee will conduct an annual IT walk-through to assess computer and printer operability. Results of this walk-through will be presented at the CIR Communications meeting in a formal report identifying key issues and solutions. Resolution to issues identified in both the call room and IT walk-throughs will be addressed at each facility's Communications meeting.

ARTICLE 11      PHYSICIAN, POST GRADUATE TIME OFF

In lieu of other vacation and holiday allowances, persons employed as full-time or half-time Physicians, Post Graduate (first through seventh year) who are assigned to a County hospital for any one annual contractual period shall receive 192 hours to be used solely for post graduate time off. The 192 hours (i.e., 24 eight hour work days) will be posted to the Physicians, Post Graduate (first through seventh year) effective the first day of the employee's individual contract year. Upon completion of each Physician, Post Graduate year (first year through seventh year), any remaining hours shall be eliminated from the employee's record unless the Physician, Post Graduate has contracted to another consecutive year of training with the County of Los Angeles.

If the Physician, Post Graduate has contracted to another consecutive year of training, at the end of that consecutive year of training the Physician Post Graduate will have the option to be compensated for a maximum of 80 hours (10 eight hour work days) of the remaining hours or to request a maximum of 80 hours (10 day eight hour work days) of the remaining hours be deferred (i.e., carried over) to their next contract year.

The Physician, Post Graduate may defer 10 working days each year he/she contracts to another consecutive year of training with the County of Los Angeles. Whenever the sum of a Physician, Post Graduate deferred leave time exceeds 60 days, he/she shall be compensated for accumulated deferred leave time in excess of 60 days.

Such excess leave time shall be paid at the Physician, Post Graduate's rate of pay in effect on the last day of his/her contract year. Upon completion of their term as Physician, Post Graduate (second through seventh year), a lump sum payment shall be paid for such leave time not to exceed 60 days.

Any returning Physician, Post Graduate who chooses to be compensated for remaining hours, or to carry over any remaining hours to their next individual contract year, will continue to receive the full 192 hours (i.e., 24 eight-hour work days) at the beginning of their individual contract year.

Any Physician, Post Graduate who wishes to use deferred leave time for other than a post graduate time off must provide proper and timely notification for orderly scheduling. When the leave request exceeds more than seven (7) continuous days, the Physician must submit the request for the leave at least 30 days in advance of the beginning date. In special situations, if approved by the Chief of Service, leave may be granted for less than one week intervals.

Both parties recognize that arrangements for taking time off must reflect patient care responsibilities, and that the ultimate decision regarding scheduling shall rest with the Chief of Service. Leave time must be scheduled within the contractual period.

When a member of this Unit is prevented from working his/her regular assignment as a result of a holiday, he may be reassigned to another work location for that day. If he/she is not reassigned, his/her pay or vacation will not be charged.

ARTICLE 12            LABOR-MANAGEMENT PARTNERSHIP

Both parties agree to the establishment of a Labor-Management Partnership which both parties agree will be utilized to bring to the attention of each hospital's administration and the Department problems and recommendations to improve patient care at the County hospitals. It is understood that the members of this Unit and their working conditions directly impact on the medical care provided to the patients and are therefore in a position to offer suggestions which would improve patient care.

This Labor-Management Partnership shall not prevent any member of this Unit from using other appropriate recourse to redress grievances.

Section 1.            Procedures

1. All issues and concerns shall be introduced on an Agenda form jointly agreed upon by both the Department of Health Services and the CIR.
  
2. The Agenda form shall be provided to both parties a minimum of one week prior to a Labor-Management Partnership meeting.
  
3. Issues and concerns will be discussed at the Labor-Management Partnership meeting and both parties will review and recommend if further exploration is needed to reach agreement.



4. Hospital administration will expeditiously consult with the appropriate individuals to obtain a further understanding of the issue and concern in a timely manner and consult expeditiously with CIR on a solution.
5. If the CIR is not satisfied with the response of hospital administration, they will refer the issue and concern to the Director of Health Services. In referring the issue and concern to the Director, the CIR will include a statement as to why they are not satisfied with the response from Hospital Administration.
6. The Director of Health Services and/or his designee shall consult with the CIR within 10 working days within receipt of the issue and concern.
7. The Director of Health Services shall have the option of convening a committee of experts, which shall include representatives of the CIR, to investigate the issue and concern and to make recommendations to the Director, including but not limited to hospital efficiencies and a multi-disciplinary approach to patient care. The committee shall meet expeditiously and submit its recommendation within 20 days unless an extension is granted by the Director.
8. Members of this Unit may not grieve and the CIR may not refer to arbitration, any suggestion which Management does not implement if Management complied with the Labor-Management Partnership procedures as stated above.

Section 2.            Frequency

County and the CIR will make every best effort to hold Quarterly Labor-Management Partnership meetings at a mutually acceptable time, date and place with the DHS CMO. Agenda items are intended to address systemic issues and concerns including, but not limited to, quality patient care, health and safety, and any topics related to the resident training program.

County and the CIR will make every best effort to hold monthly communications meetings at a mutually acceptable time, date and place at Harbor/UCLA Medical Center, and LAC+USC Medical Center for the duration of this contract.

Agenda items at the communications meetings are intended to address facility issues and concerns including, but not limited to, patient care and any topics related to resident training rotations. CIR will report back to the County on the issues and concerns addressed in Labor-Management Partnership meetings and committee work as outlined in this MOU.

Section 3.            Duty Hours Committee

1. Both parties recognize the desirability of maintaining work schedules consistent with optimum patient care. In the interest of maintaining quality patient care and the health and safety of house-staff both parties agree to the establishment of departmental committees at each of the Medical Centers for the purpose of studying and making recommendations to their hospital administration on the issue of work schedules.

The committees will address the following areas:

- Consecutive work hours/rest periods
  - On call frequency/schedules
2. The departmental committees shall include CIR representation.
  3. The recommendations of the respective committees shall be advisory to the respective Medical Centers.
  4. In accordance with Section 6.12.020(D) of the Los Angeles County Code, it is recognized that Interns and Residents routinely work more than a basic 40 hours in any one calendar week without compensation or time off for such overtime worked. As a result, CIR desires to establish a mechanism at each of the three medical centers to better document the hours worked by Interns and Residents above the minimum standard number of required hours. Therefore, Management agrees to the establishment of committees at each of the medical centers comprised of Hospital Administration and facility CIR members in an effort to find a mutually acceptable mechanism of better documenting the actual hours worked by Interns and Residents.

Within 60 days of the implementation date of this agreement, the CIR at each of the three medical centers shall submit to their respective Management their proposal for establishing a mechanism to better document the actual hours worked by Interns and Residents at their particular medical center.

Within 60 days of receipt of the CIR's proposal at each respective medical center, the Management/CIR Committee shall meet as a whole in an effort to find a mutually acceptable mechanism of better documenting the actual hours worked by Interns and Residents.

Section 4.            Health and Safety Committee

Both parties agree that house-staff will be represented on the appropriate AIDS related task force/committees which have been or will be established at each of the three Medical Centers.

On an annual basis, DHS and CIR will review existing needle stick injury protocols and make revisions as necessary. In addition, the needle stick injury protocol will be electronically posted so residents in the facilities can have 24/7 access to the information. In the event a bargaining unit member sustains a needle stick injury, the bargaining unit member will follow existing protocols.

Section 5.            Patient Relationships

A. At the Los Angeles County-University of Southern California Medical Center, and Harbor - UCLA Medical Center, Physicians, Post Graduate, have historically been given a role of immediate and continuing responsibility for patient diagnosis and treatment, always under the ultimate responsibility and authority of the attending physicians and Chief of Service. Management agrees that it will maintain such relationships regardless of the source of patient fiscal responsibility (private or public resources).

- B. Programs which expand the training of Physicians, Post Graduate, into areas currently not utilizing these personnel -- e.g., neighborhood health care facilities -- shall conform to the Essentials of approved Internship and Residencies per the Liaison Council on Graduate Medical Education of the American Medical Association.

Section 6.            Physician Recruitment and Pipeline

Diversity recruitment, physician pipeline and retention into the Los Angeles County healthcare network will be discussed at each facility's communications meetings as requested by either CIR or the hospital.

Section 7.            Away Rotations

CIR and Los Angeles County will commit to having the subject as a set agenda item at the Labor-Management Partnership meetings with the DHS CMO. The purpose of the agenda discussion item will be to jointly examine the logistics and/or feasibility of away rotations, including, but not limited to, the economic, operational, indemnification impact of such program.

A representative from the Los Angeles County CEO Employee Relations Section and/or DHS HR will attend when invited to discuss this topic. A subcommittee dedicated to this topic will be established during the term of this agreement made up of relevant participants as determined jointly by CIR and DHS.

ARTICLE 13            GRIEVANCE PROCEDURESection 1.            Definitions

"Grievance" means a complaint by an employee or the CIR concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

Section 2.            Responsibilities

1. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.
2. The immediate supervisor as specified by the Department Chief or his designee will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

Section 3.            Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 4.                    General Provisions

1. An employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings.
2. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. The parties agree that there have been instances during the life of the present contract that grievances filed at various facilities have not moved forward within the time lines established under Article 14, Grievance Procedure. Both parties further agree that the problems occurring are in the application and observation of the time lines. Therefore, in an attempt to eliminate a continuation of these problems, the parties agree:

- a. All grievances and responses will be filed on a standardized form with the Office of Human Resources Management (HRM), 5555 Ferguson Drive, Room 120-15, Commerce, CA. The new form will include an original plus four (4) copies as follows: 1) Department Supervisor, 2) DHS Representative, 3) CIR, and 4) Grievant.
  
- b. If management requests an extension of the time lines but cannot gain concurrence from the grievant, then the Office of Human Resources Management will contact the parties (House staff Officer, CIR and Management) no later than 24 hours prior to the end of time lines regarding a request to extend the time frame. After hearing input from all concerned, the HRM representative will decide to grant or deny the request and notify all parties.
  
- c. The Office of Human Resources Management will generate a quarterly report showing:
  - Number of grievances filed (by facility)
  - Number resolved
  - Number outstanding
  - Number failing to meet time lines, and
  - Number of extensions granted.



- d. Within 30 days of implementation of this MOU, Management and CIR will convene a committee of representatives from DHS and CIR, comprised of no more than four (4) representatives per party, to develop guidelines and forms for time line extensions.
  
- e. Should CIR fail to meet the established time deadlines, then the grievance shall be dropped. Should the County fail to meet the established deadlines, then the employee is automatically granted the right to process the grievance to the next level.

Section 5.            Procedure

1. Informal Complaint

- A. Within five (5) business days from the occurrence of the matter on which a complaint is based, or within five (5) days from his/her knowledge of such occurrence, an employee shall discuss his/her complaint in a meeting with his/her immediate supervisor (as specified in Section 2).
  
- B. Within five (5) business days from the day of the discussion with the employee, his/her immediate supervisor (as specified in Section 2) shall verbally reply to the employee's complaint.

## 2. Grievance

### Step 1 - Chief of Service or Supervisor

- A. Within ten (10) business days from receipt of his supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his departmental Management.

The employee shall submit two copies to his/her immediate supervisor (as specified in Section 2) and retain the third copy.

- B. Within ten (10) business days his/her immediate supervisor (as specified in Section 2) shall give his decision in writing to the employee on the original copy of the grievance.

### Step 2 - Medical Director

- A. Within ten (10) business days from his/her receipt of his supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the Medical Director of the facility.
- B. Within ten (10) business days from receipt of the grievance, the Medical Director shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Medical Director (Director of Health Services)

- A. Within ten (10) business days from his/her receipt of the decision at level two, the employee may appeal to the departmental Medical Director using the original copy of the grievance.
  
- B. Within ten (10) business days from the receipt of the employee's grievance, the departmental Medical Director or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, may meet with the parties involved and shall give a written decision to the employee.

Section 6. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the departmental Medical Director, or his designated representative, the CIR, or CIR on behalf of an employee whom it has represented in the processing of this grievance, may request that the grievance be submitted to arbitration as provided for hereinafter.
  
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, suspensions, transfers, classification actions, performance evaluations, and similar matters within the jurisdiction of said Civil Service Commission; nor
- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County Department, agency, or commission or any rule or regulation of the Hospital or any affiliated university, unless the arbitrator, in his discretion, finds it necessary to interpret, or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

In the event the CIR, on behalf of any employee whom it has represented in the processing of this grievance, desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Director of Personnel and to the County Department Head or officer affected, which written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

- 3. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that the Commission provide the parties with a panel of five names from which the parties will select an arbitrator by alternately striking one name each from the panel until there is one arbitrator who will be deemed to be the mutually acceptable arbitrator and be appointed as above.

If after five days the parties cannot agree on an arbitrator, the parties will request the Employee Relation Commission to appoint the arbitrator.

4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
  
5. Prior to a hearing by an arbitrator, a representative of the County and the CIR shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
  
7. The decision of the arbitrator shall be binding upon the CIR. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The CIR may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
  
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
  - Recognition
  - Implementation
  - Term
  - Renegotiation
  - Authorized Agents
  - Provisions of Law

ARTICLE 14      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 14, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 14, Section 6, can be submitted to grievance mediation. Both CIR and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either management or CIR may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final



settlement of the grievance shall be reduced to writing and signed by Management, CIR and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 15      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 6, Arbitration, of Article 12, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
  
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
  
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of

the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate.  
The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) there will be no representation by counsel and 2) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
  6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
  7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
  8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
  9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County.

If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
  
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Recognition
- Non-
- Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Leave of Absence for Union Business
- Authorized Agents
- Provisions of Law

ARTICLE 16      GRIEVANCE COMMITTEE PERSONS

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than fifteen (15) Grievance Committee persons within the representation Unit as herein defined.

The CIR agrees that whenever investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him of the nature of the business.

Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the representative will be informed when time will be made available. Such time will not be more than (24) hours, excluding Saturday, Sunday and legal holidays after the time of the representative's request, unless otherwise mutually agreed to. Prior to entering other work locations, the representative shall inform the cognizant supervisor of the nature of the representative's business.

ARTICLE 17      EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide the CIR with a list of the names of all employees in the Unit without charge. The CIR is entitled to one list at no charge each year of the agreement. Additional lists may be furnished when requested by CIR no more than four times a year, it being understood that the CIR shall pay to County \$100 for each additional list furnished by the County. Such payment shall be due and payable within thirty (30) days from the day of billing.

Upon the CIR's request, the County will provide the list of names of all employees in the Unit in computer-type format following the CIR's payment to the County of an initial \$500 programming fee.

Management will make available to each new employee entering the Unit a card furnished by the CIR written as follows:

The CIR has been certified as your majority representative. The CIR is certified to represent you in negotiations with the County on salaries, hours of work and conditions of employment.

If you want information, or if you wish to join the CIR call:

Committee of Interns and Residents/SEIU  
617 South Olive, Suite 812  
Los Angeles, CA 90014  
(213) 628-3342

ARTICLE 18      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the CIR, and no lockouts shall be made by the County.

In the event the CIR and any employees covered by this agreement individually or collectively violate the provisions of this Article and the CIR fails to exercise good faith in halting the work interruption, the CIR and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.



ARTICLE 19            MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is the exclusive right of the County to determine the mission of each of its Departments, Districts, Boards and Commissions, and to exercise control and discretion over its organization and operations. The rights of the County include, but are not limited to, direction of the workforce including the scheduling of hours of work and the assignment of work to be performed, transfer and reassignment of employees, the right to hire or re-hire, to properly classify employees, to promote or demote employees, to lay off and recall employees, to discipline and discharge employees, and to determine the methods, means and personnel by which the County's operations are to be conducted.

It is intended that rights, privileges or obligations which are not granted to the parties by this Memorandum of Understanding or by law are retained by the County.

ARTICLE 20            PERSONNEL PRACTICESSection 1.            Individual Resident Contract

The employment contract effective date for newly hired interns/residents shall correspond to the first date of the Intern's/Resident's mandatory new employee orientation.

Section 2.            Pay Days

The parties agree that payroll warrants, including base pay, bonuses, overtime, or any other compensation, will be issued semi-monthly, on the 30<sup>th</sup> day of the month for work performed from the first day through the fifteenth day (15<sup>th</sup>) of the month and on the 15<sup>th</sup> day of the following month, for work performed from the sixteenth (16<sup>th</sup>) day through the last day of the month. If such day falls on a Saturday, Sunday, or holiday, the payday shall be the immediate preceding regular work day. Employees may opt to participate in the Direct Deposit Program, in which the Auditor-Controller automatically deposits the entire semi-monthly net pay directly into the employee's checking or savings account at the bank, savings and loan, or credit Union of his/her choice. Such deposits will be made on or before the 15th and 30th days of each month.

Section 3.            Discipline/Discharge

No physician shall be disciplined or terminated without just cause. Except in emergency situations, discharge shall not occur without a pre-termination hearing. A pre-termination hearing shall occur within 10 calendar days following the notice of discharge.

Subsequent to the discharge action, the grievance procedure may be initiated. The County shall inform and educate all Supervisors, Program Directors, and Department Chairs regarding proper discipline policy and processes pertaining to disciplinary procedures as applied to house staff officers.

Section 4.     Role

It is recognized that the primary responsibility of Interns and Residents is to provide patient care consistent with their education and training.

Section 5.     Notice

Those residents not to be retained for the succeeding year will be so informed in writing, by no later than November 15, after the beginning of the current postgraduate training year.

House staff participating in residencies who do not receive written notice in a timely manner will be renewed for the next postgraduate training year.

When a pyramidal residency program exists, all applicants will be informed prospectively of the pyramidal program. Descriptive materials sent to applicants will so state when a program is pyramidal.

Section 6. Leaves of Absence

A. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and Other law, medical leaves of absence will be granted by the employee's Department Head, upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

B. Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to ACGME Guidelines, Civil Service Rules and such procedures as are determined by the Director of Personnel and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

A resident physician who is pregnant may request to her program director to be assigned rotations appropriate to the employee's pregnancy condition. A resident physician who is post-partum may submit a request to her program director during the first month back in training to be assigned a rotation appropriate to the employee's health and her child's well-being.

C. Family Leave

The parties agree that employees covered by this MOU are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993. Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

An employee shall be entitled to file a grievance for violation of the provisions of this Section in addition to the rights provided by law.

The County shall inform and education all supervisors, Program Directors and Department Chairs regarding policies and procedures pertaining to leaves of absence as applied to house staff officers.

Section 7.            Release Time for Exams

It is agreed that all house staff taking the USMLE Step III or its equivalent and Board Certification or Departmental In-service Exam will be released from all duties from 4:00 p.m. the day before the examination. In addition, with the prior written approval of his/her program director, house staff will be released until the morning rounds the day after the examination.

House staff shall submit their request for release time at least one month in advance of the examination.

Section 8.            Change in Employment Status

The Office of Graduate Medical Education has responsibility to consult with house staff regarding academic and employment issues. Any change in employment status, i.e., demotion, suspension, discharge, promotion, or leave, including County imposed discipline must involve and be reviewed by the Office of Graduate Medical Education.

Section 9.            Bereavement Leave

House staff will receive the same benefits as all full-time permanent employees with respect to bereavement leave.

Section 10.            Access to Records

Each resident physician shall be permitted to review his/her employee records during normal business hours pursuant to Los Angeles County, Department of Health Services Policy # 760 and Personnel Records.

In addition to employment files, resident physicians will have access to his/her academic files that are available within the hospital or on-line.

ARTICLE 21      CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into discussions with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit, the County will 1) advise such public or private entity of the existence and terms of this Memorandum of Understanding, 2) within 2 weeks advise the CIR of the discussions, and 3) consult with the CIR regarding the subject matter of the discussion.



ARTICLE 22            PAYROLL DEDUCTIONS AND DUESSection 1.            Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues deduction each year during the period August 1 to August 15, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3.            Agency Election

If 60 percent of the employees represented by this Unit are dues paying members of the Union, the Union shall have the right to conduct a secret ballot election at any time of its choosing during the term of this Memorandum of Understanding to determine whether a majority of the employees in the bargaining unit covered by this agreement are in favor of an agency fee agreement provided in G.C. 3502.5(a). This election shall be administered by the Employee Relations Commission (ERCOM). The ERCOM shall notify the County and the Union of the result of the election. The Union shall be responsible for the cost of the election.

The parties will encourage ERCOM to establish election procedures which are designed to produce the maximum possible participation in the election. However, if less than 20% of the employees in the bargaining unit vote in this election, agency shop shall be deemed rejected. If at least 20% of the employees in the bargaining unit vote, and a majority of those voting do vote in favor of an agency shop, then the Union shall notify the County, and the County shall immediately thereafter notify all employees in the bargaining unit that they will then be required, as a condition of continued employment, either to join the Union, pay a Fair Share Fee equal to Union dues or pay the Union an Agency Fee as provided in G.C. 3502.5(a).

Section 4. Agency Shop Provisions

If at least 20% of the employees in the bargaining unit vote, and a majority of those voting do vote in favor of an agency shop, then the following provisions of this Section 4 shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

D. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

E. Union Responsibilities

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

The Union certifies to the County that within thirty (30) days of the effective date of this agreement, it shall adopt, implement and will maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge the propriety of the uses to which Agency Fees are put.

Those procedures shall be in accordance with the decision of the United States Supreme Court in *Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson*, 106 S. CT. 1066 (1986).

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees, or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the Bargaining Unit and are subject to this agreement.

Such list shall include new hires and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 5. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this article. The Union agrees to indemnify and hold the County of Los Angeles harmless from the utilization of the disability allowance for the disability insurance as described in Article 8, Section 3.

ARTICLE 23      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the CIR nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 24            FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits from the County of Los Angeles other than those specifically set forth in the provisions of this agreement or required by Federal, State or County law.
- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.
- C. If this agreement should be reopened during its term by mutual agreement of the parties, no alternative amendment of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.



- D. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 25      AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- a. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (Address: 500 West Temple Street, Los Angeles, California 90012, Telephone: (213) 974-1715), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
  
- b. The CIR's principal authorized agent shall be the Southern California- Regional Director or duly authorized representative.

Committee of Interns and Residents/SEIU  
617 South Olive, Suite 812  
Los Angeles, CA 90014 (213) 628-3342

ARTICLE 26      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws, federal and state regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memoranda of Understanding shall not be affected thereby.

ARTICLE 27            GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between CIR, and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Where CIR has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, CIR may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Office. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within five (5) business days of such meeting, and in the event the matter is not satisfactorily resolved; CIR shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter, or their authorized representatives, including the Chief Executive Officer or his authorized representative.
  
- C. Within ten (10) business days from the meeting provided in (B) above, Management's principal representative(s) shall respond to CIR in writing, setting forth Management's decision and reasons therefore.
  
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6, Subsection 2 of Article 14, the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 14 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 14 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedure set forth herein shall not be implemented where the dispute or complaint involved is, or could be, effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 14 hereof.

ARTICLE 28      EMPLOYEE REPRESENTATIVE

Authorized Union representatives may be granted access to work locations in all hospital and health facilities, including areas utilized for patient care, treatment, and general work, in which employees covered hereby are employed, for the purpose of conducting grievance investigations and observing working conditions. Authorized Union representatives desiring such access to such work locations shall first request permission from the appropriate Management representative, at which time the authorized representative shall inform said Management representative of the visit. Said Management representative may deny access to a work location if in his/her judgment he/she deems that a visit will unduly interfere with the operations of the department or facility thereof, in which event said Management representative will recommend an alternative time for the visit.

The Union shall, within thirty (30) days of the effective date of this Memorandum of Understanding, give to Management a written list of all authorized representatives, which list shall thereafter be kept current by the Union. Access to work locations hereunder will be granted only to representatives on the current list.

ARTICLE 29            BULLETIN BOARDS

Management will furnish adequate bulletin board space to CIR where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

- A.    CIR recreational, social and related CIR news bulletins;
- B.    Scheduled CIR meetings.
- C.    Information concerning CIR elections or the results thereof;
- D.    Reports of official business of CIR including CIR newsletters, reports of committees or of the Board of Directors; and
- E.    Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday, and legal holidays, from the receipt of the material and the request to post it.

Failure to do so will be considered approval to post the material.



The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

ARTICLE 30            EMPLOYEE PARKING

County Management will continue to make reasonable efforts to provide free parking facilities for employees who regularly find it necessary to use their own vehicles for transportation to their work location.

County Management will make reasonable efforts to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 31            HEALTH AND SAFETY

Section 1.    Compliance

The Department of Health Services shall maintain a healthful working environment and comply with the regulations and guidelines established by the Centers for Disease Control, OSHA, California state needle stick legislation and the Joint Commission. During the term of this agreement, Department of Health Services' Management and the Union will convene a labor/management committee for the intent of addressing and making recommendations on safety issues related to Interns and Residents.

Section 1. A.        Safety Training

The same Safety training afforded to any other employee of the Department will be made available to Interns and Residents. Management at each facility will inform Interns and Residents of any changes in the availability of Safety training as new and improved methods of delivery are implemented.

Section 2.            Wellness Committee

Recognizing the effect on an employee's health of long hours, stress and other factors and in the interest of a healthy, productive work force management agrees to the establishment of a departmental Wellness Committee, comprised of an equal number of CIR and management representatives to discuss departmental approaches to a comprehensive Wellness Program which may include, but not limited to stress management and reduction techniques and the creation of fitness centers.

The Wellness Committee will work in partnership and make every reasonable effort to implement a Wellness Program by July 2016 to provide education, training and health promotion to house staff on topics including, but not limited to, suicide prevention, stress management, health and fitness, holistic medicine, and meditation. The Wellness Committee will work in partnership to determine the logistical, economic, operational and indemnification impact of the program.

Section 2.A.            Drug and Alcohol Dependency

The County of Los Angeles and the union recognize drug and alcohol dependency is a treatable illness. Residents with dependency problems shall have full access to the hospital Well-Being Committee and other resources such as the Los Angeles County Employee Assistance Program for review and consultation regarding re-entry into residency before, during, and after dependency treatment. In the event a resident physician becomes impaired during his or her training, including but not limited to alcohol, drug or chemical dependence, the resident physician will be offered medical leave for treatment. No resident physician shall be disciplined or terminated for seeking such treatment. Resident physicians will be advised and given a copy of any policies on resident impairment if the resident is suspected of a dependency or is seeking treatment for a dependency.

Section 3.            Training

- A.     The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
  
- B.     Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
  
- C.     Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.
  
- D.     Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. CIR and the Department of Health Services and the Department of Public Health will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule as part of their work week during the duration of their training in order to provide them time to study and attend classes.
  
- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 4. Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services and Department of Public Health facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with professional and industry standards for the lifting and transporting of patients.

Upon written request of CIR, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services and the Department of Public Health. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient

Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 5. Notification and Response to Disasters and Public Health Emergencies

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing its compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters.

The Department shall notify the union within 60 days of any proposed changes to the plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination service and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination and disasters. Such training shall be provided on County time.



B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090 (A).
  
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
  
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase, maintain, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU Local 721 and CIR/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.
6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable.

Upon request by the union, the Department shall meet with the union within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 6.        Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 7.        Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity. Within 90 days of the Board of Supervisor approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing CIR/SEIU and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

ARTICLE 32            HEALTH AND SAFETY GRIEVANCE PROCEDURE

- A. Management and the Union mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973, the Joint Commission and California Code of Regulations where applicable.
- B. It is the intent of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union shall cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.
- C. It is Management's intent not to place Interns and Residents in unsafe work situations which may compromise their health/safety or that of their unborn child.
- D. If a hazardous or unsafe condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter to the local facility safety officer or the Departmental Safety Officer, if there is no local safety officer.

- E. The Safety Officer will respond within five (5) working days. If the employee or his representative is not satisfied with the response of the Safety Officer, the Union may consult with the Risk Management Branch of the CEO or designee. A representative of such branch shall respond to the Department Head and the Union within ten (10) days. If the Union is not satisfied with the response of the Risk Management Branch of the CEO or designee, the issue may be taken within ten (10) days to arbitration as set forth in Article 14, Grievance Procedure. During ten (10) days, consultation between the Department Head and the Union will take place.

ARTICLE 33          PAGERSSection 1.          Initial Issuance

Each new/incoming house staff officer will be provided with a long range pager within five days of employment or her/his first on call night, whichever is sooner. In addition, all current house staff who have not yet been issued a long range pager will be provided one, at his/her request, no later than 60 days after implementation of this agreement. It is understood that the County's ability to provide such pagers as indicated above, is directly affected by the house staff returning their pagers in a timely manner. Pagers shall be standard in technological capability countywide as determined by Management.

It is also understood that each house staff officer who receives a pager as indicated above, will retain the pager as long as she/he remains in postgraduate training at the issuing facility.

Section 2.          Replacement

The full cost to house staff for replacement of a lost or damaged County pager will be waived if a signed claim form is filed with an explanation of the loss or damage which occurred under the following conditions:

- 1)      Damage or loss during the course of fulfilling job duties at any County location.

- 2) Theft from hospital locker or from car while fulfilling job duties at any County location.
  
- 3) Damage, theft or loss due to an accident involving personal injury or any situation where a police report was filed.

This section will be excluded from the arbitration process.

ARTICLE 34      PROFESSIONAL TRAININGSection 1.      Training Programs for BCLS, ACLS, PALS, ATLS, and NALS

Within 60 days after implementation of this agreement, facility committees will be established to plan house officer training in BCLS, ACLS, PALS, ATLS, and NALS. The training will commence within 100 days of the implementation of this agreement. Training in all life support programs shall be made available to members of this bargaining unit. The programs available to individual members will be those appropriate to the area of patient care wherein the post-graduate physician is training, or as required by the Department of Health Services. The cost of the programs and the materials will be the responsibility of the institution where the post-graduate physician is employed.

Training and recertification will be available through each facility at no cost to the house officer under the following guidelines:

1. Basic Cardiac Life Support (BCLS) will be offered to all new house officers within the first 90 days of their residency, the timing to be approved by their program director.
2. Advanced Cardiac Life Support (ACLS) will be offered to all house officers within the first 180 days of their residency. Program director approval shall be required.



3. Pediatric Advanced Life Support (PALS) will be offered to house officers in pediatrics, emergency medicine, family medicine and surgery and surgical subspecialties. Program director approval shall be required.
4. Advanced Trauma Life Support (ATLS) will be offered to surgical and EMS house staff who are licensed physicians. Program director approval shall be required.
5. Neonatal Advanced Life Support (NALS) will be offered to emergency medicine, pediatric, OB/GYN and family medicine. Program director approval shall be required.

Section 2.            Library Services

The County recognizes that all house staff should have 24-hour access to appropriate medical information (e.g., journals, textbooks, access to Medline, Index Medicus and applicable teaching files).

Within 60 days following implementation of this agreement, Hospital Administration shall provide access to such information, in accordance with ACGME requirements.

Where feasible, the Internet and lab/imaging results will be made available.

Section 3.            Access to Wi-Fi Internet

The County recognizes that all house staff should have uninterrupted 24-hour Wi-Fi and access to electronic health records information while engaged in patient care at the facility. County Management will make reasonable efforts to provide 24-hour Wi-Fi access to Physician, Post Graduates at the facility.

ARTICLE 35      PATIENT CARE

Any member of this bargaining unit who, in the course of his/her practice, is ethical and compliant with the policies and procedures of the Department of Health Services will be indemnified by the Department of Health Services, including but not limited to legal representation.

During the term of this agreement, Management agrees to continue to work toward providing the following:

1. A computerized laboratory report retrieval system with monitors in wards and clinics.
2. EKG machines in wards and clinics or have equivalent service available.
3. Current and accurate bed control census.
4. Access to ABG machine test results.
5. To fund a patient education program in each department.

The parties agree that H/H machines and a computerized radiology dictation machine will be provided using funds allocated to the Quality Patient Care Fund. In addition, it is agreed that any disputes regarding the conditions set forth in numbers two (2) and four (4) above, will be resolved by purchasing the additional equipment deemed necessary through the Quality Patient Care Fund.

It is recognized by both parties that implementation of the fully computerized lab report retrieval system is contingent upon Board of Supervisors' approval and the County's subsequent ability to install such a system during the term of the Agreement.

ARTICLE 36            CHANGES IN THE PROVISION AND OPERATION OF HEALTH CARE SERVICES

The County will give reasonable notice and meet and consult pursuant to Los Angeles County Code Section 5.04.090 (A) prior to implementing changes in the provision and operation of health care services that will affect the working conditions of members of this bargaining unit.

Further, the County recognizes its obligation under Los Angeles County Code, Employee Relations Ordinance Section 5.04.090 (B) to negotiate on those matters subject to negotiations that affect the working conditions of members of this bargaining unit.

ARTICLE 37      LABOR-MANAGEMENT RESTRUCTURING COUNCILSection 1.      Purpose

During the period of this MOU, the parties agree to continue the Labor-Management Restructuring Council. The number of members of the Council shall remain at the level existing on September 1, 2000. The work of the Labor-Management Restructuring Council shall include reviewing all restructuring initiatives within the Department of Health Services and/or the Department of Public Health and making recommendations to the appropriate departmental management.

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

The work of the Labor-Management Restructuring Council shall also include, but not be limited to, discussions associated with the delivery of health/patient care such as patient access to care, recent and/or pending health care legislation and environmental/public health care concerns.

Section 2.            Staffing

- A.    The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes required by restructuring in the Department.

If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B.    Labor, Department of Health Services and Department of Public Health Management recognize that staffing and workload issues are integral to continuing departmental restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, Department of Health Services and the Department of Public Health Management agree that the Labor-Management Restructuring Council will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Department, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

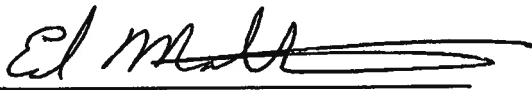
- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

THE COMMITTEE OF INTERNS AND  
RESIDENT/SEIU, AFL-CIO (AKA INTERNS  
AND RESIDENTS ASSOCIATION OF  
LOS ANGELES COUNTY-UNIVERSITY  
OF SOUTHERN CALIFORNIA  
MEDICAL CENTER; INTERNS &  
RESIDENTS ASSOCIATION OF  
LOS ANGELES COUNTY HARBOR  
GENERAL HOSPITAL;

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

BY   
Earl Mathurin  
Associate Director

BY   
Sachi A. Hamai  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE PHYSICIANS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 12<sup>th</sup> day of  
April, 2016,

BY AND BETWEEN

Authorized Management Representatives  
(hereinafter referred to as "Management")  
of the County of Los Angeles (hereinafter  
referred to as "County"),

AND

Union of American Physicians & Dentists  
(hereinafter referred to as "UAPD").

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ARTICLE 1      PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum of Understanding; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire wages, hours, and other terms and conditions of employment of the employees covered by these Articles.

ARTICLE 2            RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Union of American Physicians and Dentists was certified on September 24, 2007, by County's Employee Relations Commission as the majority representative of County Employees in the Physicians Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes UAPD, as the certified majority representative of the employees in said Unit. The term "employee," or "employees" used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 7, SALARIES, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2.            Exclusive Recognition

Management agrees that it shall recognize UAPD as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and UAPD have shown it has met the requirements of any such new rules.

ARTICLE 3            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Act, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the County's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval of the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 5            RENEGOTIATION

Section 1.            Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding, during the period of June 15, 2018 to June 30, 2018. Negotiations shall begin no later than July 12, 2018. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.



ARTICLE 6            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of UAPD and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disabilities or other factors not directly related to successful performance of the job. The parties recognize and agree that non-merit factors do not include employee conduct prohibited by law.

ARTICLE 7            SALARIES

The compensation of employees in this Unit shall be as provided in the Physicians Pay Plan (Part 2 and Part 4 of Chapter 6.08 of Title 6 of the County Code). The Board adopts and implements the salaries applicable to employees in the Unit on the dates and in the manner indicated.

Section 1.            Physician Pay Schedule D

Physicians eligible for compensation under Schedule D shall be any physician who is not receiving a stipend from a medical school.

In no instance shall a physician simultaneously receive compensation under this section and Section 4 of this MOU.

3 percent (12 levels) effective November 18, 2015

3 percent (12 levels) effective October 1, 2016

2 percent (8 levels) effective October 1, 2017

2 percent (8 levels) effective April 1, 2018

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5475	PHYSICIAN,MD	CURRENT	N42			
		11/18/2015	N42			
		10/01/2016	N42			
		10/01/2017	N42			
		04/01/2018	N42			
5474	PHYSICIAN,MD (NON MEGAFLEX)	CURRENT	N43			
		11/18/2015	N43			
		10/01/2016	N43			
		10/01/2017	N43			
		04/01/2018	N43			
5455	PHYSICIAN SPECIALIST(MEGAFLEX)	CURRENT	N42			
		11/18/2015	N42			
		10/01/2016	N42			
		10/01/2017	N42			
		04/01/2018	N42			
5476	PHYSICIAN SPECIALIST(NON MEGAFLEX)	CURRENT	N43			
		11/18/2015	N43			
		10/01/2016	N43			
		10/01/2017	N43			
		04/01/2018	N43			
5477	PHYSICIAN SPECIALIST,MD	CURRENT	N19			
		11/18/2015	N19			
		10/01/2016	N19			
		10/01/2017	N19			
		04/01/2018	N19			
5473	RELIEF PHYSICIAN	CURRENT	N42			
		11/18/2015	N42			
		10/01/2016	N42			
		10/01/2017	N42			
		04/01/2018	N42			

Physician, MD, Megaflex (5475) and Physician, Non-Megaflex (5474) shall be compensated on Range 2 of the effective D table.

Physician Specialist Megaflex (5455) and Physician Specialist Non-Megaflex (5476) in the following specialties shall be compensated on the indicated range of the effective Physician D Schedule Table.

Effective November 18, 2015, Physician specialties will be placed on the Physician D

Schedule Table as follows:

<u>Code</u>	<u>Medical Specialty</u>	<u>Range</u>
51	Anesthesiology	D26
52	Dermatology	D23
53	Emergency Medicine	D17
54	Family Practice	D09
55	Internal Medicine – General/Endocrinology	D09
56	Internal Medicine – Cardiology (Invasive)	D25
57	Internal Medicine – Cardiology (Non-Invasive)	D14
58	Internal Medicine – Critical Care	D17
59	Internal Medicine – Gastro (Invasive)	D20
60	Internal Medicine – Gastro (Non-Invasive)	D10
61	Internal Medicine – Hematology/Oncology	D15
62	Internal Medicine – Infectious Disease	D05
63	Internal Medicine – Nephrology	D08
64	Internal Medicine – Pulmonary (Invasive)	D10
65	Internal Medicine – Pulmonary (Non-Invasive)	D06
66	Internal Medicine – Rheumatology	D05
67	Neurology	D08
68	Nuclear Medicine	D20
69	OB/Gyn – General	D17
70	OB/Gyn – Gynecologic Oncology	D26
71	OB/Gyn – Maternal/Fetal Medicine	D26
72	Otolaryngology	D28
73	Pathology	D10
74	Pathology – Forensic	D14
75	Pediatrics	D04
76	Pediatrics – Neonatal/Critical Care	D19
77	Physical Medicine and Rehabilitation	D12
78	Preventive Medicine	D06
79	Psychiatry	D13
80	Radiology – General/Diagnostic	D27
81	Radiology – Vascular/Internal Diagnostic	D30
82	Surgery – Cardio-Thoracic	D35
83	Surgery – General	D29
84	Surgery – Neurological	D35
85	Surgery – Ophthalmology	D24
86	Surgery – Orthopedics	D35
87	Surgery – Pediatric	D35
88	Surgery – Plastic	D34
89	Surgery – Urologic	D26
90	Surgery – Vascular	D29

Incumbents assigned to specialties experiencing a change in grid placement (Anesthesiology, Dermatology, Family Practice, Internal Medicine Cardiology – Invasive, Internal Medicine Cardiology – Non Invasive, Internal Medicine - Gastro Non-Invasive, Internal Medicine - General/Endocrinology, Internal Medicine - Hematology/Oncology, Internal Medicine - Pulmonary – Non-Invasive, Neurology, Nuclear Medicine, OB/Gyn – Maternal/Fetal Medicine, Otolaryngology, Pediatrics – Neonatal/Critical Care, Physical Medicine and Rehabilitation, Surgery – Cardio – Thoracic, Surgery – General, Surgery – Neurological, Surgery – Orthopedics, Surgery – Pediatrics, Surgery Plastic, and Surgery – Urologic), effective November 18, 2015, shall be placed at the nearest step, to the current salary, that does not allow for a decrease.

Specialty for pay purposes in DHS will be determined by physician privileges and by the physician's assignment.

The salaries shall be based on the effective D Schedule provided for in Attachment A of this Memorandum of Understanding.

The parties agree to review the existing pay plan to determine whether to include additional specialties. This shall be completed by December 31, 2014. If full and entire agreement on the terms is not reached by December 31, 2014, the parties may mutually agree to continue negotiations. The parties agree to reopen the salary article for the purpose of revising the specialties and placement of new and existing specialties on the existing physician pay plan.

Section 2. Salary upon initial appointment

Original appointment shall be at the rate designated as the first step, except in the case of transfer, demotion, promotion, or special step placement. This will establish a step anniversary date pursuant to Section 6.08.270 of the County Code.

Section 3. Step Advancement under Schedule D

Physicians eligible to receive step advances will be advanced one step within the applicable range upon completion of one year of service, and upon certification by the department head (or his/her designate) that the physician has met performance standards as agreed upon by the County and the Union. Step advancement will continue until the employee has reached the top of the range.

Section 4. Physician Pay Schedule P

Physicians eligible for compensation under Schedule P shall be any physician who, as of January 1, 2008, is receiving a stipend under a medical school affiliation agreement approved by the Board of Supervisors and in effect immediately prior to January 1, 2008.

<u>ITEM NO</u>	<u>ITEM CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>NOTE</u>
5477	Physician Specialist, MD	1/1/2008 1/1/2009	N19 N19

The salaries shall be based on the effective P Schedule provided for in Attachment B of this Memorandum of Understanding.

Physician Specialist, MD (Item No. 5477) in the specialties of Preventive Medicine, Internal Medicine, Pediatrics, Dermatology, Emergency Medicine, Family Practice, Neurology, Physical Medicine and Rehabilitation, and Psychiatry shall be compensated on Schedule 4 of the effective P Table.

Physician Specialist, MD (Item No. 5477) in the specialties of Obstetrics and Gynecology, Pathology, Urology, Ophthalmology, General Surgery, Nuclear Medicine, Radiology, Otolaryngology, Neurosurgery, Anesthesiology, Orthopedics, Plastic Surgery, and Thoracic Surgery shall be compensated on Schedule 9 of the effective P Table.

Section 5.            Step Advancement under Schedule P

1. Full-time permanent employees in this Unit who are below the top step of the appropriate Physician Specialist Schedule and who are eligible to step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
  
2. If no performance review is filed as defined in Paragraph a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

3. Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department head in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective on his step advance anniversary date.
  
4. Grievances arising out of this Section shall be processed as follows:
  - (a) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
  
  - (b) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective on his step advance anniversary date.



- (c) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
  
- (d) During the term of this Memorandum of Understanding, should any changes be made in the existing categories of Performance Evaluations, which adversely impacts the application of this Section, the parties shall meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 6.                    Full-Time County Physicians Receiving Compensation Under UCLA Medical School Affiliation Agreement

Pursuant to the agreement between the Regents of the University of California and the County Board of Supervisors on November 25, 2008, physicians receiving compensation from the university under the affiliation agreement will cease receiving such compensation and become solely employed by the County. County employment will be compensated as described in Section 1 and Section 2 of this article. Physicians shall be placed at the nearest step in the designated pay range that does not result in a reduction in pay. "Pay" for the purpose of step placement shall be the sum of the following:

Monthly stipend received under the old UCLA Medical School Agreement (Contract years 2006-08)

Regular monthly County salary under the old Physician Pay Plan (Schedule P), exclusive of any bonus for board certification in a medical specialty or special rate received pursuant to Section 6.10.150 C of the County Code.

In no event shall any physician simultaneously receive compensation under this MOU and Section 6.10.150 C of the County Code.

In any case where the pay as calculated above exceeds the top step of the designated range in Schedule D, the physician shall be paid at a special monthly rate, exclusive of any bonus for board certification in a medical specialty, that equals said pay and that maintains over time the same percentage differential between such rate and top step of the designated Schedule D rate. Such special monthly rate shall constitute a base rate.

Placement on Schedule D pursuant to this section is effective on July 1, 2008, and shall result in a new anniversary date.

Section 7.                    Full-Time County Physicians Receiving Compensation Under USC Medical School Operating Agreement

Pursuant to the amended affiliation agreement approved by the County Board of Supervisors on November 25, 2008, non-tenured physicians affected by that newly signed agreement shall make a choice of being either solely a County employee or solely a University employee.

Those Physicians choosing County employment will be compensated as described in Section 1 and 2 of this article. Physicians choosing this option shall be placed at the nearest step in the designated pay range that does not result in a reduction in pay. "Pay" for the purpose of step placement shall be the sum of the following:

Monthly stipend received under the old USC Medical School Agreement (Contract years 2006-08)

Regular monthly County salary under the old Physician Pay Plan (Schedule P), exclusive of any bonus for board certification in a medical specialty or special rate received pursuant to Section 6.10.150 C of the County Code.

In no event shall any physician simultaneously receive compensation under this MOU and Section 6.10.150 C of the County Code.

In any case where the pay as calculated above exceeds the top step of the designated range in Schedule D, the physician shall be paid at a special monthly rate, exclusive of any bonus for board certification in a medical specialty, that equals said pay and that maintains over time the same percentage differential between such rate and top step of the designated Schedule D rate. Such special monthly rate shall constitute a base rate.

Placement on Schedule D pursuant to this section is effective July 1, 2008, and shall result in a new anniversary date.

Those physicians choosing University employment shall resign from County service. If physicians choose to return to County employment at a later date they may do so with the status of a "new hire." Tenured physicians, and non-tenured physicians who do not choose either sole County employment or sole university employment shall continue to be compensated under Schedule P, and continue to receive compensation pursuant to the USC affiliation agreement as amended on November 25, 2008.

Section 8.                    Part-Time County Physicians Receiving Compensation Under Medical School Agreements

1.     Part-Time Permanent and Temporary Status Eligible for Step Advancement

Part-time County-employed physicians eligible for step advancement will be placed on the new County Salary Schedule D in accordance with their specialty. These physicians may retain dual employment and continue to receive County salary and

compensation from the university. County will not include the university compensation amount as part of the monthly base salary to determine step placement.

2. Part-Time Permanent and Temporary Status Not Eligible for Step Advancement

Part-time County-employed physicians not eligible for step advancement will be paid the hourly, daily, or per session rate appropriate for their specialty. These physicians may retain dual employment and continue to receive compensation from the university.

Section 9.            Assignment of Incentive Payments

The County finds that adoption and meaningful use of an electronic health record (EHR) system will improve patient safety and quality of care, provide greater efficiency of care, and prepare County medical providers to be proficient in new health information technology. It is expected that employees in this bargaining unit will use the EHR system on a daily basis as a part of their routine professional responsibilities

To help achieve this, eligible professionals (as defined by the Centers for Medicare and Medicaid Services or CMS) in this bargaining unit will participate in the EHR Incentive Program registration and qualification process, and execute an Electronic Health Records Payment Assignment Form authorizing assignment of EHR incentive payments to the Department of Health Services. Assignment of these funds will assist in EHR system purchase, implementation, and maintenance.

Physicians that are currently utilizing the EHR Incentive will be dealt with on a case-by-case basis.

On a one-time basis, eligible professionals who achieve meaningful use and have assigned incentive payments to the County will be reimbursed up to \$1,500 for the purchase of equipment such as computers, internet software and hardware that could be utilized for the EHR. Reimbursement will be made upon presenting the receipt of purchase to the designated management contact. This section will expire on September 30, 2015.

ARTICLE 8            BENEFITS

The parties agree that Unit 324 members in the classification of Physician, Non-Megaflex (5474) and Physician Specialist, Non-Megaflex (5476) shall receive all the benefits negotiated by the Coalition of County Unions applicable to this Unit for the term of this agreement.

Section 1.            Cafeteria Plan

This section is applicable to the classifications of Physician, MD, Megaflex (5475), Physician Specialist, MD (5477) and Physician, Specialist, Megaflex (5455).

Permanent County employees covered by this agreement currently participating in, or eligible to participate in the Flexible Benefit Plan (FBP) and/or Mega-Flex Plan (Pensionable and Non-Pensionable) shall continue to be eligible for and participate in said plans. Any and all future changes the County makes to the Flex and Mega-Flex Benefit Plans for non-represented employees, including contributions, plan design and benefit changes, shall be extended to and become part of said eligible or participating employee's Flex and Mega-Flex Plan.

It is the intent of the County to provide a "grandfathered" benefit to employees currently receiving or eligible to participate in the Flexible Benefit/Mega-Flex Plan that elect to be represented by a certified employee organization. Any new employee hired or promoted into an accreted job classification or a classification covered by unit certification previously

covered by the Flex/Mega-Flex Plan on or after the date of Board approval shall not participate in the Flex/Mega-Flex program.

The County shall not discriminate against non-represented employees upon unit certification or accretion into a UAPD bargaining unit, or otherwise restrict their participation in the Flex and Mega-Flex Benefit Plans, on the basis of their status as represented employees.

The parties agree that the exclusive management, control and administration of the Flex/Mega-Flex Program shall be at the discretion of the County. Any current and future changes or modifications to the Flex/Mega-Flex Program will be at the sole discretion of Management subject to the County meeting and consulting with the Union prior to implementing any changes to the plan(s).

Section 2.            401(K) Savings Plan

This section is applicable to the classifications of Physician, MD, Megaflex (5475), Physician Specialist, MD (5477) and Physician, Specialist, Megaflex (5455).

Permanent County employees covered by this agreement currently participating in, or eligible to participate in the 401(K) Savings Plan shall continue to be eligible for and participate in said plan. Any and all future changes the County makes to the 401(K)



Savings Plan for non-represented employees shall be extended to and become part of said eligible or participating employee's 401(K) Savings Plan.

It is the intent of the County to provide a "grandfathered" benefit to employees currently receiving or eligible to participate in the 401(K) Savings Plan (Chapter 5.26 of the County Code) that elect to be represented by a certified employee organization. The "grandfathering" provisions apply on an individual employee basis only.

Any new employee hired, transferred, promoted, or who demotes into an accreted job classification on or after the date of Board approval of this MOU shall not participate in the 401(K) Savings Plan.

The County shall not discriminate against employees, or otherwise restrict their participation in the 401(K) Savings Plan on the basis of their status as represented employees.

The parties agree that the exclusive management, control and administration of the 401(K) Savings Plan shall be at the discretion of the County. Any current and future changes, modification, or termination of the 401(K) Savings Plan will be at the sole discretion of Management subject to the County meeting and consulting with the Union prior to implementing any changes or termination of the 401(K) Savings Plan.

ARTICLE 9            SPECIAL PAY PRACTICESSection 1.            Overtime Compensation

- a. Whenever it is medically required for a physician to be assigned by his/her department head to work overtime in excess of his/her workweek or workday and such work is performed at a county medical facility, he/she shall be compensated at his/her straight-time hourly rate unless he/she qualifies for the rate set forth in Section 6.08.240(c). All overtime shall be recorded at the physician's regular work location even though the overtime may be worked at some other work location. In such instances, the medical directors at both work locations shall agree in advance to the overtime at the second location. Overtime compensation requires prior authorization by the Chief Executive Officer.
  
- b. At the discretion of the department head, a physician may accumulate compensatory time off in lieu of paid overtime on an hour-for-hour basis, to a maximum of 240 hours at any one time in a calendar year. 144 hours of such compensatory time off may be deferred to the next calendar year after which any time not used with the permission of the department head shall be lost.
  
- c. In the Departments of Health Services, Public Health, and Coroner, overtime work assignments shall be distributed equitably among physicians in the same specialty and applicable work location.

Section 2.                    Standby Compensation

- a.        Effective on the first day of the month following Board approval of this MOU, whenever a physician is assigned to standby duty, he/she shall receive \$7.30 per hour during the standby assignment. Assignment to standby duty requires the prior annual authorization of the Chief Executive Officer.

Effective October 1, 2017, the current standby rate will increase by 5%, this equates to a new rate of \$7.67 per hour.

- b.        When the Chief Executive Officer finds after investigation that there is an existing or impending shortage of anesthesiologists at a medical facility and that as a consequence, it is necessary for a person employed as either Physician Specialist, MD (5477) , Physician Specialist, Megaflex (5455) or Physician Specialist, Non-Megaflex (5476) with a specialty in Anesthesiology, to be assigned to standby duty, the Chief Executive Officer may authorize, upon request of the Director of Health Services, hourly compensation for the assignment at any rate between \$7.30 per hour and \$14.60 per hour. Such compensation shall constitute the employee's total compensation during the assignment, irrespective of whether or not the standby duty results in a return to the work site or a telephone consultation.

Effective October 1, 2017, the current standby rate will increase by 5%, this equates to a new rate between \$7.67 per hour and \$15.33 per hour.

Section 3.            Special Credits

1. Any person appointed to the position of Physician Specialist, MD (5477) , Physician Specialist, Megaflex (5455) or Physician Specialist, Non-Megaflex (5476) who has obtained certification by the appropriate American Medical Specialty Board in the specialty to which he/she is assigned, shall receive additional compensation as follows:
  - a. Any person appointed to the position of Physician Specialist, MD (5477) , Physician Specialist, Megaflex (5455) or Physician Specialist, Non-Megaflex (5476) who, on June 30, 1979, was receiving credit for three additional steps for board certification, who has remained continuously assigned to the specialty for which such credit was granted shall receive a flat monthly bonus equal to 8.25 percent of the step on the appropriate P Schedule or D Schedule to which he/she is entitled based upon experience. Such bonus shall only be given for certification in one specialty.
  - b. All other persons employed as a Physician Specialist, MD (5477) , Physician Specialist, Megaflex (5455) or Physician Specialist, Non-Megaflex (5476) shall receive a flat-rate monthly bonus equal to 5.5 percent of the step on the appropriate P Schedule or D schedule to which they are entitled based upon experience. Such bonus shall only be given for certification in one specialty. Such compensation shall not be effective before the first day of the month in which the department head notifies the Chief Executive Officer of his eligibility for such credit.

2. In lieu of obtaining certification by the American Board of Emergency Medicine, any person appointed on or before, June 30, 1981, to the position of Physician Specialist, MD (5477), Physician Specialist, Megaflex (5455) or Physician Specialist, Non-Megaflex (5476) who is assigned to emergency medicine, and has completed three years of specialized experience in emergency medicine, shall receive a flat monthly bonus equal to 5.5 percent of the step on the appropriate P.

Schedule or D Schedule to which he/she is entitled based upon experience. In no event shall persons appointed to emergency medicine on or after July 1, 1981, receive a bonus pursuant to this subsection.

3. Any physician who is assigned to work at Los Angeles County High Desert Health Systems and who was so assigned prior to January 1, 1986, shall receive a flat monthly bonus equal to 8.25 percent of the step on the appropriate P Schedule or D Schedule to which he is entitled based upon experience. In no event shall a physician receive such bonus if he/she is receiving compensation pursuant to Section 6.08.240(a) (Manpower Shortage) or Section 6.10.050 (Manpower Shortage Recruitment Rate) of the County Code.

Any person who ceases to be eligible of any credit provided in this Section 4 shall cease to receive said credit.

- a. Effective November 18, 2015, any physician permanently assigned to work at Los Angeles County High Desert Health System, after January 1, 1986, shall receive 5.5% of the base salary on the appropriate D table. To be eligible for the bonus physicians must be currently assigned to the High Desert Health System.

Any person who ceases to be eligible for any credit provided in this section shall cease to receive said credit.

- b. During the term of this contract, the effectiveness of the above referenced credit shall be evaluated annually. Should County management determine the special credit fails to successfully help with recruitment and retention efforts; the special credit shall cease effective September 30, 2018, and shall not be reinstated without authorization of the Chief Executive Officer.

Section 4.

Specialty Bonus

1. Any person employed as a Physician Specialist, MD (Item #5477) who is employed in the eligible classes listed below and is also assigned to one of the eligible medical specialties listed below, during such assignment, shall receive an additional flat monthly amount equal to three percent of the step on the appropriate P Schedule.

The rate established by this article shall constitute a base rate:

Dermatology  
Emergency Medicine  
Obstetrics and Gynecology  
Pathology  
Urology  
General Surgery  
Anesthesiology  
Orthopedics

2. Any person employed as a Physician Specialist, MD (Item #5477) who is employed in the eligible classes listed below and is also assigned to one of the eligible medical specialties listed below, during such assignment, shall receive an additional flat monthly amount equal to 5.75% of the step on the appropriate P Schedule. The rate established by this article shall constitute a base rate.

Neurosurgery  
Thoracic Surgery

3. Any person employed as a Physician Specialist, MD (Item #5477) who is assigned to work as a medical specialist in psychiatry, during such assignment shall receive an additional flat monthly amount equal to four percent of the step on the appropriate P Schedule. The rate established by this article shall constitute a base rate.

4. Any person employed as a permanent Physician Specialist, MD (Item #5477) who is assigned to work as a medical specialist in forensic pathology in the Department of Coroner, during such assignment shall receive an additional flat monthly amount equal to three percent of the step on the appropriate P Schedule. The rate established by this article shall constitute a base rate.

Section 5.            Additional Compensation for Certain Physicians.

Notwithstanding any other provision of the County Code, effective beginning on the date persons holding positions in the class of Physician Specialist MD (Item #5477) cease to be eligible for matching contributions pursuant to Chapter 5.23 of the County Code, they shall receive additional compensation equal to three percent of the physician's current pay rate. The rate established by this provision shall constitute a base rate.

Section 6.            Compensation Limitations

- a. No combination of pay under the provisions of Sections 1, 2 and/or 3 of this section shall exceed 60 percent of a physician's base monthly salary, calculated twice each month; once for the period of the first through the 15<sup>th</sup> of the month, and once for the period of the 16<sup>th</sup> through the end of the month.
- b. In no event shall a physician receive compensation for overtime during a period of standby duty.



- c. Employees in this bargaining unit shall not hold more than one county position. This does not apply to physicians encumbering a second County classification via the Physician Registry.

Section 7. Drug Enforcement Agency (DEA) License Fee Waiver

Upon request by a full-time permanent physician covered by this MOU the Department will complete the certification portion of the request to the Drug Enforcement Agency (DEA) to waive the DEA License Fee.

Section 8. Detention and Correctional Facilities Assignment

Upon the integration of the Los Angeles County Sheriff's Department, Medical Services Bureau, integration into the Department of Health Services, Physician Specialist, Family Practice, and Physician Specialist, Internal Medicine/General – Endocrinology, permanently assigned to work in a Los Angeles County detention or correctional facility shall receive an additional 5.5 percent above the compensation provided in Article 7.

Compensation pursuant to this section does not constitute a base rate.

If an employee's permanent detention or correctional facility assignment ceases, the bonus shall be discontinued on the employees last date of permanent assignment.

During the term of this contract, the effectiveness of the above referenced bonus shall be evaluated annually. Should County management determine the detention bonus fails to successfully help with the recruitment and retention efforts of Physician Specialist, Family Practice and Physician Specialist, Internal Medicine/General – Endocrinology; the parties agree to meet to discuss the feasibility of increasing the bonus and/or adding to the list of specialties that qualify for the bonus.

ARTICLE 10      BULLETIN BOARDS

Management will furnish adequate bulletin board space to UAPD where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

- A. UAPD recreational, social and related UAPD news bulletins;
- B. Scheduled UAPD meetings;
- C. Information concerning UAPD elections or the results thereof;
- D. Reports of official business of UAPD including UAPD newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either approve or disapprove a request for posting within 24 hours, excluding Saturdays, Sundays, and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

ARTICLE 11      HEALTH AND SAFETYSection 1.      Parties' Responsibilities

It is the intent of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The UAPD will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

The safety officer will respond within five (5) working days. If the employee or his representative is not satisfied with the response of the safety officer, the Union may consult with the Chief Executive Officer, Risk Management, or his/her designate. A representative of such branch shall respond to the Department Head and the Union within ten (10) working days. If the Union is not satisfied with the response of the Chief Executive Officer, Risk Management, or his/her designee, the issue may be taken within ten (10) days to arbitration as set forth in Article 17. During such ten (10) days consultation between the Department Head and the Union will take place.

Section 2.

Management and the Union mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 3.

Employees in this Unit who are at risk of direct exposure to blood or blood contaminated body fluids shall be entitled to receive Hepatitis B vaccine at no cost. Management shall provide supplies/equipment to ensure implementation of universal precautions as recommended by Centers for Disease Control (CDC).

Management will create, at each department or facility, policies which delineate reasonable care in the event an employee is exposed to a communicable disease or hazardous substance on the job. Such policies will be consistent with local, state and federal health and safety regulations and guidelines.

Further, in the event an employee is exposed to any infectious/communicable disease or hazardous condition and develops a condition as a direct result of that exposure, the County will be liable under applicable Workers' Compensation laws.

ARTICLE 12            WORK SCHEDULE

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the Los Angeles County Code.

Section 1.            Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 5), employee's work schedules shall not be changed without notice to the employee at least ten (10) working days before the change is to be implemented. Irregular work schedules shall not be changed without notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Section 2.            Workweek

The normal workweek shall be five (5) consecutive workdays and two days of rest in a seven consecutive day period except as provided in Section 4.

Section 3.            Workday

For full-time employees, eight (8) hours shall constitute a regular workday, unless a flextime work schedule has been arranged pursuant to Section 6.

Section 4.

Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations.

Section 5.           Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency, with Management making every reasonable effort to resolve the emergency conditions.

Section 6.           Flexible Working Hours

Nothing herein shall preclude Management from establishing flextime work schedules (Ex. 4/10, 9/80). Upon request, a Unit member may be permitted a flextime schedule as mutually agreed upon by the employee and Management.

Section 7.           Time Records

All physicians shall fill out time cards or other reports, indicating hours and dates of County work performed.

Section 8.           Duty Coverage

It is management's responsibility to arrange duty coverage for approved time off. If coverage is not available, the time off request may be denied.

ARTICLE 13            OUT-OF-CLASS ASSIGNMENT

Section 1.            Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated\* vacant, funded supervisory physician class.
- B. The bonus payable shall be 5% of the base salary of the affected physician not to exceed the difference between the employee's monthly rate of pay as a Physician, MD, Megaflex (5475), Physician, Non-Megaflex (5474), Physician Specialist, MD (5477), Physician Specialist, Megaflex (5455) or Physician Specialist, Non-Megaflex (5476) and the monthly rate of pay for the higher level administrative class to which the employee is assigned calculated as if the employee had been appointed to the higher level administrative class. This bonus shall not constitute a base rate.

\*For the purpose of this Article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110."

Section 2.            Conditions

- A. 1. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, Management shall upon the employee's or Union's written request for relief either:



appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this Article is to be paid; or

return the employee to an assignment in his/her own class.

2. If such return is made within 30 days of the request for relief, no bonus under this Article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this Article are no longer met.

3. This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3.            Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no

control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated administrative classification work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
- C. It is agreed that the provisions of this Article will only be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

ARTICLE 14      PERSONNEL FILES

An employee, or his/her certified representative, with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that the employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. Prior to its placement in the personnel file, the employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign. The employee will be given a copy of any material to be placed in his/her personnel file, prior to its placement in the file.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the

official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this Memorandum of Understanding. Within thirty (30) days of his/her knowledge of a written statement regarding employee performance or conduct, the employee is entitled to place a written statement in his/her file stating reasons for disagreement with the written statement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdictions." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and shall have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

The annual performance evaluation must be prepared and signed by a County employed management physician. All disciplinary actions taken against a physician must be reviewed and approved by a County-employed management physician.

ARTICLE 15      TRANSFERSSection 1.

Any employee covered herein may submit a written request for transfer within his/her own department and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer.

Management agrees to consider employees' requests for transfer at the time vacancies are to be filled. Employees wishing to transfer will forward to Management, a written request indicating their desire for a transfer, the reason for the request, and a resume of their training and experience.

These written requests will be maintained in an active file within the appropriate office to which it was sent for a period not to exceed six (6) months. Employees desiring to keep their individual request active beyond the above time limit must submit a new written request.

If the employee has been rated competent or better on his/her last performance evaluation and meets the official posted qualifications for the position, Management shall give serious consideration to his/her transfer request. However, this Article in no way is intended to limit Management's authority to make assignments.

Section 2.            Management-Initiated Transfer

When it becomes necessary to transfer an employee on an involuntary basis, the department will make every effort to give the employee at least ten (10) business days' written notice.

In the event of an involuntary transfer, Management will consider several factors, such as the employees' seniority, experience, geographic location, academic training and skills, and operational needs.

ARTICLE 16      GRIEVANCE PROCEDURESection 1.      Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2.      Definitions

1.      Wherever used, the term “employee” means either employee or employees as appropriate.
  
2.      “Grievance” means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
  
3.      “Business Days” mean calendar days exclusive of Saturdays, Sundays, and legal holidays.



Section 3.            Responsibilities

1. UAPD agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
  
2. Departmental management has the responsibility to:
  - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  
  - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
  
3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the provision(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Step 1, of this grievance procedure.

Section 4.            Waivers and Time Limits

1.     Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
  
2.     Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
  
3.     If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
  
4.     By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.            Employee Rights and Restrictions

1.     The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with departmental operations.

An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6.                    The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify UAPD of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The UAPD representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding.
5. If the UAPD representative elects to attend any formal grievance meeting, he/she must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant.

Such witnesses may attend formal grievance hearings on paid County time.

## Section 7. Procedures

### Step 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance, and the remedy requested from his/her departmental management. The employee shall submit the original and one copy to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days, the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's or his/her designated representative's, written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his/her department.

The middle Management representative, or his/her designated representative, shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative or his/her designated representative, shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Step 3.      Department Head

- A.      Within ten (10) business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the Department Head, or his/her designated representative using the original copy of the grievance.
  
- B.      Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to the Union representative.
  
- C.      If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the terms and conditions of employment between the parties to arbitration.
  
- D.      On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8.            Arbitration

1.     Within thirty (30) business days from the receipt of the written decision of the department head or his/her designated representative, UAPD may request that the grievance be submitted to arbitration as provided for hereinafter.
  
2.     Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A.     The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  
  - B.     The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
  - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event UAPD desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list



of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, it's own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
  
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 17            GRIEVANCE GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between UAPD and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A.     Where UAPD has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, UAPD may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within five (5) business days of such meeting, and in the event the matter is not satisfactorily resolved, UAPD shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
  
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to UAPD in writing, setting forth Management's decision and reasons therefore.
  
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 16, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 16 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 16 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 16 hereof.

ARTICLE 18      STEWARDS

It is agreed by the parties of this Memorandum of Understanding that UAPD may select a reasonable number of stewards for this Unit. UAPD shall give to each department head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by UAPD.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturdays, Sundays, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturdays, Sundays, and holidays, after the time of the steward's request, unless otherwise mutually agreed to.

UAPD agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.



ARTICLE 19            EMPLOYEE PAYCHECK ERRORSSection 1.            Underpayments

If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Management will rectify the underpayment within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. Within Department of Health Services, the written request for a corrected or supplemental pay warrant will be forwarded to the Auditor-Controller within one (1) calendar day, with a copy to the employee. It is understood that said one (1) calendar day time frame shall begin only after the employee and the appropriate payroll representative mutually agree on the error and all necessary documents to correct the pay error have been prepared and submitted to the departmental payroll section for submission to the Auditor-Controller.

An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he is willing to accept an adjustment on the following payroll warrant if he does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies, the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2.            Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee, Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this Memorandum of Understanding, in accordance with the Employee Relations Ordinance [5.040.090 (A)].

Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed upon acceleration provision may permit faster recovery.

Section 3.            Grievances

Any grievances regarding this Article shall be processed beginning with Step 3 of the Grievance Procedure.

Section 4.            Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was incorrect.

Section 5.            Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount or percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 20            PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1.            Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made or is subject to an automatic Fair Share Fee Deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Security Clause

Any employee in this Unit who has authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period of March 1 through March 15 each year of the contract by notifying the Union of their termination of Union dues deduction.

Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3.            Agency Shop Election

An agency shop arrangement shall be placed in effect upon a signed petition of 30 percent of the employees in the Unit requesting an agency shop agreement and an election to implement an agency fee arrangement. Further, such agreement shall be effective upon the approval of a majority of employees who cast ballots and vote in a secret ballot election at any time during the term of this Memorandum of Understanding to determine whether a majority of the employees in this bargaining unit are in favor of the agency fee agreement as provided in G.C. 3502.5(a) and (b).

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the result of the election. The Union shall be responsible for the cost of the election.

The parties will encourage the Employee Relations Commission to establish election procedures which are designed to produce the maximum possible participation in the election. If a majority of those voting do vote in favor of an agency shop, then the Union shall notify the County, and the County shall immediately thereafter notify all employees in the bargaining unit that they will then be required, as a condition of continued employment, either to join the Union or to pay a Fair Share Fee equal to the Union dues or pay the Union an Agency Fee as provided in G.C. 3502.5(a).

It is mutually agreed by the parties that this Unit shall be covered by the agency shop provisions if a majority of the Unit members voting so vote at the election. If a majority is not secured by vote, the provisions of maintenance of membership set forth in Section 2 shall apply for the term of this Memorandum of Understanding.

#### Section 4.

If a majority of those voting do vote in favor of an agency shop, then the following provisions of this Section 4 shall apply:

##### A. Agency Shop Defined

It is mutually agreed by the parties that the term “agency shop” means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization or pay the organization a

Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this Memorandum of Understanding.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Services Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that if the agency shop provisions in this Memorandum of Understanding go into effect, they may be rescinded by a majority vote of all the employees represented by this Unit, provided that a request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the Unit and the vote is taken by secret ballot.

Such vote may be taken at anytime during the term, but in no event shall there be more than one vote taken during such term. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

D. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge the propriety of the use of Agency Fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-members Agency Fee payers in each year that the Agency Shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to this Memorandum of Understanding must either join the Union, pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall



include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee. The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 5.            List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying the documents.

The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the Bargaining Unit and are subject to this agreement.

Such list shall include new hires, returnees from unpaid leaves, and employees promoted, demoted, or transferred into the Bargaining Unit.

The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 6.            Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the Article of this Memorandum of Understanding.

ARTICLE 21      CONTINUING MEDICAL EDUCATION

The purpose of Continuing Medical Education is to increase the skills and effectiveness of members of this Bargaining Unit. It is the policy of the County to support physicians in pursuing education in order to promote and encourage the meeting of licensure requirements and the upgrading of skills and knowledge for the effective delivery of medical services.

Full time, permanent, physician employees are allowed ten (10) days or eighty (80) hours per calendar year for approved continuing education purposes. Continuing education provided by County departments shall not count towards these ten (10) days or eighty (80) hours per year. Up to ten (10) days or eighty (80) hours may be home study.

Part-time physicians on permanent status working at least 20 hours per week are allowed five (5) days or forty (40) hours per calendar year for approved continuing education purposes. Continuing education provided by County departments shall not count towards these ten (5) days or forty (40) hours per year.

Travel is included as part of continuing education allowable and shall be deducted from the ten (10) days or eighty (80) hours per year for full time permanent employees; or five (5) days or forty (40) hours per year for part-time physicians on permanent status working at least 20 hours per week.

Attendance at Continuing Medical Education activities, including home study, requires prior management approval. Such approval shall not be unreasonably denied.

“Home study” includes but is not limited to studying for Board Certifications, Board Re-certifications, Journals, and any educational activities that enhance medical skills approved through the department.

At the discretion of the supervisor, employees may be required to provide a summary of their home study activities including the topics covered, and an explanation of how the home study contributes to the employee's performance of their County work assignment.

There shall be no accumulation of Continuing Medical Education leave.

ARTICLE 22            LEGAL REPRESENTATIONSection 1.            Legal Proceedings

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of the County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

Physicians shall cooperate fully with County in the administration of this Article. Management will consult with the affected physician prior to settlement.

Section 2.            Notification

The County will make every reasonable effort to notify an involved physician of any malpractice lawsuit filed against him within ten (10) business days of County Counsel's receipt of notification of said lawsuit.

Section 3.            Administrative Proceedings Committee

Members of this bargaining unit may inform their direct supervisor in writing within 10 business days of receipt of a notice from the state Medical Board that they are the subject of an inquiry or investigation arising from their County employment.

Employees requesting assistance in responding to inquiries/investigations from the Medical Board of California may apply to the Administrative Proceedings Committee for review. The Administrative Proceedings Committee is comprised of three members: one appointed by management, one appointed by the union, the third member shall be a legal professional assigned by County Counsel. The committee will convene on an as needed basis and/or upon request of the employee in receipt of inquiry/investigation by the Medical Board.

The Administrative Proceedings Committee will make a determination on the extent of assistance provided to respond to the Medical Board. In accordance with California Government Code 995(.6):

A public entity is not required to provide for the defense in an administrative proceeding brought against an employee, but a public entity may provide for the defense of an administrative proceeding brought against an employee or former employee if:

- (a) The administrative proceeding is brought on account of an act or omission in the scope of his employment as an employee of the public entity; and
- (b) The public entity determines that such defense would be in the best interests of the public entity and that the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the public entity.

An administrative representation fund will be established, available to the Administrative Proceedings Committee, to provide representation to members subject to inquiry/investigation by the Medical Board. It is upon the discretion of the committee to determine utilization of the representation fund, which may be used to provide employees with services such as legal guidance on responding to the Medical Board.

In the instance where formal legal representation is required in responding to inquiry/investigation by the Medical Board, the Administrative Proceedings Committee may make a recommendation to DHS Executive leadership to seek approval from the Board of Supervisors to appoint counsel.

Nothing herein shall be deemed to require the provision of assistance where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, malice, or where the provision of such defense would create a conflict of interest between the County and the employee.

Section 4. E-Consult

In those cases where the e-Consult system is utilized, the County will review and treat such cases as a system-wide issue rather than an action by the individual doctor.

If a medical license is challenged, or any external disciplinary action initiated, as a result of an e-Consult, the department will consult with County Counsel over the appropriateness of defending the physician in front of any resulting tribunal.



ARTICLE 23      UAPD REPRESENTATIVE ACCESS

Authorized Union representatives may be granted access to work locations in all hospital and health facilities, including areas utilized for patient care, treatment, and general work, in which employees covered hereby are employed, for the purpose of conducting grievance investigations and observing working conditions. Authorized Union representatives desiring such access to such work locations shall first request permission from the appropriate Management representative, at which time the authorized representative shall inform said Management representative of the purpose of the visit. Said Management representative may deny access to a work location if in his/her judgment he/she deems that a visit will unduly interfere with the operations of the department or facility thereof, in which event said Management representative will recommend an alternative time for the visit.

The Union shall, within thirty (30) days of the effective date of this Memorandum of Understanding, give to Management a written list of all authorized representatives, which list shall thereafter be kept current by the Union. Access to work locations hereunder will be granted only to representatives on the current list.

ARTICLE 24      PARKING

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

Where sufficient parking is available, management will make reasonable efforts to provide reserved parking for members of this bargaining unit who work evening, weekend, or night shifts. Management further agrees to make reasonable efforts to restrict parking to authorized users in the area reserved for physicians.

ARTICLE 25      EMPLOYEE LISTSSection 1.      Employee Lists

A master list is a list of the names of all employees in the classifications comprising this Unit as listed in Article 7. Management shall provide UAPD with a free master list within sixty (60) days from the effective date of this Memorandum of Understanding and within sixty (60) days of request of such list by the UAPD. Additional lists may be furnished when requested by UAPD no more than four (4) times a year. UAPD shall pay to the County \$100.00 for each additional list furnished by the County. The list will include the name, employee number, department, time base, item number work location, pay location and current base pay.

Such payment shall be due and payable within thirty (30) days from the date of billing.

Management will make available to each new employee entering the Unit a card furnished by UAPD explaining to the employee the status of UAPD as the certified majority representative for employees in the Unit as follows:

UAPD has been certified as your majority representative. UAPD is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment. If you want information, or if you wish to join UAPD, call (310) 398-4038 or your steward.

Union of American Physicians & Dentists (UAPD)  
1960 East Grand Avenue, Suite 810  
El Segundo, California 90245.

Section 2.            New Employee Orientation

Management agrees to notify UAPD when new employee orientation is scheduled, and allow them to provide employees information regarding UAPD union membership.

This article shall be subject to advisory arbitration.

ARTICLE 26      PATIENT CARE COMMITTEE

The parties agree to establish a Patient Care Committee at each hospital, comprehensive health center, and the Sheriff's Department. The Committees will consist of three Bargaining Unit representatives appointed by the UAPD and three Management representatives appointed by the County. The purpose of the committees will be to provide physician input to management on ways to improve the quality of patient care services delivered to patients in County facilities.

The committee will convene upon the written request of the Union. The committee will meet at a mutually agreed upon time, date and location. Three weeks prior to the meeting, an agenda will be submitted to the members of the committee. A written record shall be kept of each meeting. Both parties shall work in good faith to resolve the problems presented at the committee meetings in a timely manner. Those issues, which cannot be resolved by the Patient Care Committee, will be referred to the medical director of the facility for consideration.

It is understood and agreed that the role of the committee will be advisory in nature, and that the decision of the medical director of the facility shall be final.

If problems cannot be resolved at the local facility in Health Services, the Union may request a meeting with the Director, Health Services/Chief Medical Officer or his/her designee(s). Any meeting will be held at a mutually agreed upon date, time and location.

The committee shall consist of no more than three (3) Bargaining Unit representatives appointed by the UAPD and three (3) Management representatives appointed by the Director, Health Services/Chief Medical Officer or his/her designee(s). An agenda will be submitted to the Senior Medical Director of HS, Clinical Affairs and Affiliations no later than three (3) weeks prior to the meeting date. By mutual agreement the parties may invite additional representatives to address specific issues. A written record shall be kept of each meeting.

It is understood and agreed that the role of the committee will be advisory in nature.

ARTICLE 27            UAPD JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish UAPD Countywide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, recruitment and advancement of women and minority physicians, classification studies, terms and conditions of employment, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing UAPD shall be appointed by UAPD.

The Committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 28CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County shall advise such public or private entity of the existence and terms of this Memorandum of Understanding and shall immediately advise the Union of such agreement or law. In addition, the County shall consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

When a Request for Proposal (RFP) is released the Department shall provide a copy of the RFP to the UAPD. Upon the Union's written request, the Department in coordination with the Chief Executive Office Employee Relations Division shall offer to meet and consult with the Union within ten (10) business days.

When advance knowledge of the impact of pending changes in function, organization or operations is available which will result in the deletion of positions or when there is any major reassignment of functions from one department to another or to another agency, Management shall make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

It is the intent of the County to be consistent with the provisions of Proposition A.



ARTICLE 29      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 30      AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his/her duly authorized representative (Address: 500 West Temple Street, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
- B. The Union of American Physicians and Dentists' principal authorized agent shall be the Regional Administrator or his/her duly authorized representative (Address: 1960 East Grand Avenue, Suite 810, El Segundo, California 90245; Telephone: (310) 398-4038).

ARTICLE 31      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 32            MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any County department during the term of this Memorandum of Understanding; however, Management shall, at the earliest time possible, meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service Rules or Memorandum of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 33      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither UAPD nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 34            FULL UNDERSTANDING, MODIFICATION, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such changes, it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees in the Unit.

The phrase “significantly large number” shall mean (a) a majority of the employees in the Unit, (b) all the employees within a Department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Physician Specialist, MD.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County’s Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for their resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period on the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.



ARTICLE 35      PHYSICIAN REGISTRYSection 1.

The County finds that there is a need for flexibility in physician staffing to meet changing patient census numbers, and requirements for specialty services. This need has typically been met through contract physician registries. To determine whether it is more cost-effective to provide supplemental services using County physicians, the parties agree to create a pilot Physician Registry composed of members of this bargaining unit.

Each County department wishing to participate in the registry shall designate a coordinator for the Physician Registry. Employees in this bargaining unit who elect to join the departmental Physician Registry will notify the coordinator of their interest, and provide him/her with their availability for work on a monthly basis.

Physicians will not be eligible for registry work during a workweek in which they have taken time off without pay or taken exempt leave (019 time).

Full-time permanent County employees on the registry will be placed on an additional temporary position pursuant to Section 6.16.010 of the County Code. Supplemental temporary work on the additional position may not exceed 24 hours in any one calendar week, per existing restrictions on outside employment.

Compensation for the additional temporary position shall be 135% of the physician's normal base hourly wage. Hourly rates will be capped at 75% of the top tier rate for contractors in that medical specialty, or 110% of the physician's normal base hourly wage, whichever is greater. This will be the total compensation for the temporary position. The secondary position will be without benefits of any kind.

If the CEO determines that there is a shortage of physicians within one of the specialties identified in the physician pay plan, the hourly rate may be adjusted.

Part-time temporary employees who do not hold another County position may elect to be paid at the higher hourly rate for their specialty if they agree to forego all benefits. Otherwise, they will be paid at the established hourly rate for their specialty.

The parties agree to conduct a study of the effectiveness of the physician registry pilot to determine if the physician registry compensation rates were successful in addressing the operational needs for flexible physician services at a lower cost than contract registries.

Factors to be considered in determining the efficacy of the physician registry, include, but are not limited to the County educating management personnel and the Union educating its membership; in addition to the semi-annual surveying of managers and employees (said survey is to be jointly developed).

Should the study demonstrate that the physician registry compensation rates fail to successfully help in addressing the operational needs for flexible physician services at a lower cost than contract registries, the parties agree to meet to discuss the feasibility of changing the physician registry compensation rates.

This article will expire on September 30, 2018. It may be renewed by mutual consent.

Section 2.                    Detention and Correctional Facilities Physician Registry Assignment

Relief Physicians assigned to perform in the medical specialty of Family Practice or Internal Medicine/General Endocrinology in a Los Angeles County detention or correctional facility shall receive an additional 5.5% above the applicable registry rate.

During the term of this contract, the effectiveness of the above referenced bonus shall be evaluated annually. Should County management determine the detention bonus fails to successfully help with the recruitment and retention efforts of Physician Specialists, Family Practice and Physician Specialist, Internal Medicine/General Endocrinology; the parties agree to meet to discuss the feasibility of increasing the bonus.

ARTICLE 36            DIGNITY AND PROFESSIONALISM IN THE WORKPLACE

UAPD and management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members. Labor and management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

ARTICLE 37      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 16, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 16, Section 8, can be submitted to grievance mediation. Both UAPD and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or UAPD may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, UAPD, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation session shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of the Article shall not be subject to arbitration.

ARTICLE 38      PROFESSIONAL JUDGMENT

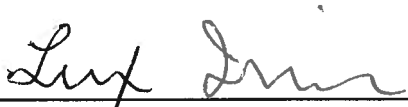
Management will make a reasonable effort to ensure that Unit 324 physicians shall not practice, nor shall they be required to practice, in any manner which places their personal license(s) in jeopardy.

This article shall not be subject to the grievance and arbitration provisions of the MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

UNION OF AMERICAN PHYSICIANS  
AND DENTISTS

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
LUX IRVIN  
Union of American Physicians  
and Dentists

By   
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS



**ATTACHMENT A**  
**PHYSICIAN D SCHEDULE TABLE**  
**Effective February 1, 2015**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
D01	7,769	8,003	8,243	8,490	8,744	9,008	9,277	9,556	9,842	10,138	10,443	10,756	11,078	0	0	0	0	0	0	0
D02	8,658	8,918	9,186	9,462	9,745	10,038	10,339	10,649	10,969	11,298	11,637	11,985	12,345	12,715	13,097	13,490	13,894	14,312	14,740	15,183
D03	8,896	9,163	9,438	9,722	10,012	10,313	10,622	10,941	11,270	11,608	11,956	12,314	12,684	13,064	13,457	13,860	14,276	14,704	15,145	15,600
D04	9,141	9,416	9,697	9,989	10,289	10,597	10,915	11,242	11,580	11,927	12,285	12,653	13,034	13,424	13,827	14,241	14,669	15,108	15,562	16,028
D05	9,393	9,675	9,965	10,263	10,571	10,889	11,216	11,552	11,898	12,255	12,624	13,002	13,392	13,793	14,208	14,633	15,073	15,524	15,991	16,471
D06	9,652	9,941	10,240	10,547	10,863	11,188	11,525	11,870	12,226	12,593	12,970	13,360	13,761	14,173	14,599	15,037	15,488	15,953	16,431	16,924
D07	9,916	10,213	10,519	10,835	11,161	11,495	11,841	12,195	12,561	12,939	13,326	13,726	14,138	14,563	14,999	15,449	15,913	16,389	16,882	17,388
D08	10,189	10,495	10,810	11,133	11,467	11,812	12,167	12,531	12,907	13,295	13,692	14,104	14,527	14,963	15,411	15,874	16,350	16,841	17,345	17,866
D09	10,468	10,782	11,107	11,439	11,783	12,136	12,500	12,875	13,262	13,660	14,069	14,491	14,926	15,374	15,834	16,311	16,799	17,303	17,822	18,357
D10	10,757	11,079	11,412	11,754	12,107	12,471	12,844	13,229	13,626	14,035	14,456	14,890	15,337	15,797	16,271	16,759	17,261	17,780	18,313	18,863
D11	11,053	11,385	11,726	12,078	12,440	12,813	13,198	13,594	14,002	14,422	14,854	15,300	15,759	16,231	16,718	17,221	17,737	18,269	18,817	19,382
D12	11,357	11,698	12,049	12,411	12,784	13,166	13,562	13,969	14,388	14,819	15,263	15,721	16,193	16,679	17,179	17,694	18,225	18,772	19,335	19,916
D13	11,669	12,019	12,380	12,751	13,133	13,527	13,933	14,351	14,782	15,226	15,681	16,153	16,637	17,136	17,650	18,179	18,725	19,287	19,866	20,461
D14	11,989	12,349	12,720	13,102	13,494	13,900	14,316	14,745	15,188	15,644	16,113	16,596	17,095	17,607	18,136	18,679	19,240	19,818	20,411	21,024
D15	12,320	12,690	13,070	13,463	13,867	14,283	14,710	15,152	15,606	16,074	16,557	17,053	17,565	18,093	18,634	19,194	19,770	20,362	20,973	21,603
D16	12,658	13,039	13,429	13,832	14,247	14,675	15,115	15,568	16,034	16,517	17,012	17,523	18,048	18,588	19,146	19,721	20,312	20,922	21,550	22,196
D17	13,007	13,398	13,799	14,213	14,639	15,079	15,532	15,998	16,477	16,971	17,481	18,005	18,546	19,102	19,675	20,265	20,872	21,499	22,144	22,808
D18	13,364	13,766	14,179	14,603	15,042	15,493	15,958	16,436	16,929	17,437	17,960	18,500	19,054	19,626	20,215	20,821	21,446	22,089	22,751	23,433
D19	13,732	14,144	14,569	15,005	15,455	15,919	16,397	16,889	17,395	17,916	18,455	19,008	19,578	20,166	20,770	21,393	22,036	22,696	23,377	24,079
D20	14,110	14,533	14,970	15,418	15,880	16,357	16,848	17,354	17,874	18,411	18,963	19,531	20,117	20,721	21,342	21,983	22,642	23,321	24,022	24,742
D21	14,498	14,933	15,382	15,843	16,318	16,808	17,311	17,831	18,366	18,917	19,485	20,070	20,670	21,290	21,930	22,588	23,265	23,964	24,682	25,422
D22	14,896	15,344	15,804	16,278	16,766	17,270	17,788	18,321	18,871	19,437	20,021	20,620	21,239	21,877	22,533	23,209	23,906	24,622	25,361	26,121
D23	15,306	15,765	16,238	16,726	17,228	17,744	18,276	18,825	19,390	19,972	20,570	21,187	21,824	22,478	23,152	23,847	24,563	25,299	26,058	26,840
D24	15,727	16,199	16,685	17,185	17,701	18,231	18,779	19,343	19,923	20,520	21,136	21,771	22,424	23,096	23,788	24,502	25,238	25,996	26,775	27,578
D25	16,160	16,644	17,144	17,658	18,189	18,733	19,296	19,875	20,471	21,084	21,717	22,370	23,041	23,731	24,443	25,177	25,932	26,710	27,511	28,337
D26	16,605	17,102	17,615	18,144	18,688	19,248	19,827	20,421	21,033	21,665	22,315	22,985	23,674	24,384	25,115	25,868	26,644	27,445	28,267	29,116
D27	17,061	17,573	18,100	18,643	19,203	19,778	20,372	20,982	21,612	22,260	22,929	23,616	24,325	25,055	25,806	26,580	27,378	28,199	29,045	29,917
D28	17,530	18,056	18,599	19,156	19,730	20,322	20,931	21,560	22,206	22,874	23,559	24,266	24,993	25,744	26,516	27,312	28,131	28,975	29,844	30,740
D29	18,012	18,553	19,109	19,682	20,274	20,880	21,507	22,153	22,817	23,502	24,207	24,933	25,682	26,451	27,245	28,062	28,905	29,771	30,664	31,584
D30	18,508	19,063	19,634	20,224	20,830	21,455	22,099	22,762	23,445	24,147	24,873	25,618	26,387	27,179	27,994	28,833	29,699	30,590	31,508	32,453
D31	19,017	19,587	20,175	20,779	21,403	22,045	22,707	23,389	24,089	24,813	25,566	26,323	27,113	27,927	28,764	29,628	30,516	31,431	32,374	33,346
D32	19,540	20,126	20,728	21,351	21,992	22,651	23,331	24,031	24,752	25,495	26,260	27,047	27,859	28,695	29,555	30,442	31,355	32,296	33,264	34,263
D33	20,077	20,679	21,299	21,939	22,596	23,274	23,973	24,692	25,433	26,196	26,982	27,791	28,624	29,484	30,368	31,278	32,217	33,184	34,179	35,205
D34	20,630	21,248	21,885	22,541	23,217	23,915	24,633	25,371	26,131	26,916	27,724	28,555	29,412	30,294	31,203	32,139	33,103	34,096	35,120	36,172
D35	21,196	21,832	22,487	23,161	23,857	24,572	25,310	26,068	26,850	27,656	28,487	29,340	30,221	31,127	32,061	33,024	34,014	35,034	36,086	37,167
D36	21,779	22,432	23,105	23,798	24,513	25,248	26,006	26,785	27,589	28,416	29,270	30,148	31,052	31,983	32,943	33,930	34,949	35,998	37,078	38,190
D37	22,378	23,049	23,741	24,453	25,187	25,943	26,721	27,522	28,348	29,198	30,074	30,976	31,906	32,863	33,849	34,864	35,910	36,987	38,097	39,239
D38	22,994	23,683	24,393	25,126	25,878	26,656	27,455	28,280	29,127	30,001	30,901	31,828	32,783	33,766	34,780	35,823	36,897	38,005	39,146	40,319
D39	23,625	24,335	25,064	25,816	26,590	27,389	28,210	29,057	29,928	30,826	31,751	32,704	33,686	34,695	35,736	36,809	37,912	39,050	40,221	41,427
D40	24,276	25,004	25,754	26,526	27,322	28,142	28,986	29,855	30,751	31,674	32,624	33,603	34,611	35,649	36,719	37,821	38,955	40,124	41,326	42,567

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## ATTACHMENT A (Continued)

## PHYSICIAN D SCHEDULE TABLE

Effective November 18, 2015

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
D01	8,002	8,243	8,490	8,745	9,006	9,278	9,555	9,843	10,137	10,442	10,756	11,079	11,410	0	0	0	0	0	0	0
D02	8,918	9,186	9,462	9,746	10,037	10,339	10,649	10,968	11,298	11,637	11,986	12,345	12,715	13,096	13,490	13,895	14,311	14,741	15,182	15,638
D03	9,163	9,438	9,721	10,014	10,312	10,622	10,941	11,269	11,608	11,956	12,315	12,683	13,065	13,456	13,861	14,276	14,704	15,145	15,599	16,068
D04	9,415	9,698	9,988	10,289	10,598	10,915	11,242	11,579	11,927	12,285	12,654	13,033	13,425	13,827	14,242	14,668	15,109	15,561	16,029	16,509
D05	9,675	9,965	10,264	10,571	10,888	11,216	11,552	11,899	12,255	12,623	13,003	13,392	13,794	14,207	14,634	15,072	15,525	15,990	16,471	16,965
D06	9,942	10,239	10,547	10,863	11,189	11,524	11,871	12,226	12,593	12,971	13,359	13,761	14,174	14,598	15,037	15,488	15,953	16,432	16,924	17,432
D07	10,213	10,519	10,835	11,160	11,496	11,840	12,196	12,561	12,938	13,327	13,726	14,138	14,562	15,000	15,449	15,912	16,390	16,881	17,388	17,910
D08	10,495	10,810	11,134	11,467	11,811	12,166	12,532	12,907	13,294	13,694	14,103	14,527	14,963	15,412	15,873	16,350	16,841	17,346	17,865	18,402
D09	10,782	11,105	11,440	11,782	12,136	12,500	12,875	13,261	13,660	14,070	14,491	14,926	15,374	15,835	16,309	16,800	17,303	17,822	18,357	18,908
D10	11,080	11,411	11,754	12,107	12,470	12,845	13,229	13,626	14,035	14,456	14,890	15,337	15,797	16,271	16,759	17,262	17,779	18,313	18,862	19,429
D11	11,385	11,727	12,078	12,440	12,813	13,197	13,594	14,002	14,422	14,855	15,300	15,759	16,232	16,718	17,220	17,738	18,269	18,817	19,382	19,963
D12	11,698	12,049	12,410	12,783	13,168	13,561	13,969	14,388	14,820	15,264	15,721	16,193	16,679	17,179	17,694	18,225	18,772	19,335	19,915	20,513
D13	12,019	12,380	12,751	13,134	13,527	13,933	14,351	14,782	15,225	15,683	16,151	16,638	17,136	17,650	18,180	18,724	19,287	19,866	20,462	21,075
D14	12,349	12,719	13,102	13,495	13,899	14,317	14,745	15,187	15,644	16,113	16,596	17,094	17,608	18,135	18,680	19,239	19,817	20,413	21,023	21,655
D15	12,690	13,071	13,462	13,867	14,283	14,711	15,151	15,607	16,074	16,556	17,054	17,565	18,092	18,636	19,193	19,770	20,363	20,973	21,602	22,251
D16	13,038	13,430	13,832	14,247	14,674	15,115	15,568	16,035	16,515	17,013	17,522	18,049	18,589	19,146	19,720	20,313	20,921	21,550	22,197	22,862
D17	13,397	13,800	14,213	14,639	15,078	15,531	15,998	16,478	16,971	17,480	18,005	18,545	19,102	19,675	20,265	20,873	21,498	22,144	22,808	23,492
D18	13,765	14,179	14,604	15,041	15,493	15,958	16,437	16,929	17,437	17,960	18,499	19,055	19,626	20,215	20,821	21,446	22,089	22,752	23,434	24,136
D19	14,144	14,568	15,006	15,455	15,919	16,397	16,889	17,396	17,917	18,453	19,009	19,578	20,165	20,771	21,393	22,035	22,697	23,377	24,078	24,801
D20	14,533	14,969	15,419	15,881	16,356	16,848	17,353	17,875	18,410	18,963	19,532	20,117	20,721	21,343	21,982	22,642	23,321	24,021	24,743	25,484
D21	14,933	15,381	15,843	16,318	16,808	17,312	17,830	18,366	18,917	19,485	20,070	20,672	21,290	21,929	22,588	23,266	23,963	24,683	25,422	26,185
D22	15,343	15,804	16,278	16,766	17,269	17,788	18,322	18,871	19,437	20,020	20,622	21,239	21,876	22,533	23,209	23,905	24,623	25,361	26,122	26,905
D23	15,765	16,238	16,725	17,228	17,745	18,276	18,824	19,390	19,972	20,571	21,187	21,823	22,479	23,152	23,847	24,562	25,300	26,058	26,840	27,645
D24	16,199	16,685	17,186	17,701	18,232	18,778	19,342	19,923	20,521	21,136	21,770	22,424	23,097	23,789	24,502	25,237	25,995	26,776	27,578	28,405
D25	16,645	17,143	17,658	18,188	18,735	19,295	19,875	20,471	21,085	21,717	22,369	23,041	23,732	24,443	25,176	25,932	26,710	27,511	28,336	29,187
D26	17,103	17,615	18,143	18,688	19,249	19,825	20,422	21,034	21,664	22,315	22,984	23,675	24,384	25,116	25,868	26,644	27,443	28,268	29,115	29,989
D27	17,573	18,100	18,643	19,202	19,779	20,371	20,983	21,611	22,260	22,928	23,617	24,324	25,055	25,807	26,580	27,377	28,199	29,045	29,916	30,815
D28	18,056	18,598	19,157	19,731	20,322	20,932	21,559	22,207	22,872	23,560	24,266	24,994	25,743	26,516	27,311	28,131	28,975	29,844	30,739	31,662
D29	18,552	19,110	19,682	20,272	20,882	21,506	22,152	22,818	23,502	24,207	24,933	25,681	26,452	27,245	28,062	28,904	29,772	30,664	31,584	32,532
D30	19,063	19,635	20,223	20,831	21,455	22,099	22,762	23,445	24,148	24,871	25,619	26,387	27,179	27,994	28,834	29,698	30,590	31,508	32,453	33,427
D31	19,588	20,175	20,780	21,402	22,045	22,706	23,388	24,091	24,812	25,557	26,323	27,113	27,926	28,765	29,627	30,517	31,431	32,374	33,345	34,346
D32	20,126	20,730	21,350	21,992	22,652	23,331	24,031	24,752	25,495	26,260	27,048	27,858	28,695	29,556	30,442	31,355	32,296	33,265	34,262	35,291
D33	20,679	21,299	21,938	22,597	23,274	23,972	24,692	25,433	26,196	26,982	27,791	28,625	29,483	30,369	31,279	32,216	33,184	34,180	35,204	36,261
D34	21,249	21,885	22,542	23,217	23,914	24,632	25,372	26,132	26,915	27,723	28,556	29,412	30,294	31,203	32,139	33,103	34,096	35,119	36,174	37,257
D35	21,832	22,487	23,162	23,856	24,573	25,309	26,069	26,850	27,656	28,486	29,342	30,220	31,128	32,061	33,023	34,015	35,034	36,085	37,169	38,282
D36	22,432	23,105	23,798	24,512	25,248	26,005	26,786	27,589	28,417	29,268	30,148	31,052	31,984	32,942	33,931	34,948	35,997	37,078	38,190	39,336
D37	23,049	23,740	24,453	25,187	25,943	26,721	27,523	28,348	29,198	30,074	30,976	31,905	32,863	33,849	34,864	35,910	36,987	38,097	39,240	40,416
D38	23,684	24,393	25,125	25,880	26,654	27,456	28,279	29,128	30,001	30,901	31,828	32,783	33,766	34,779	35,823	36,898	38,004	39,145	40,320	41,529
D39	24,334	25,065	25,816	26,590	27,388	28,211	29,056	29,929	30,826	31,751	32,704	33,685	34,697	35,736	36,808	37,913	39,049	40,222	41,428	42,670
D40	25,004	25,754	26,527	27,322	28,142	28,986	29,856	30,751	31,674	32,624	33,603	34,611	35,649	36,718	37,821	38,956	40,124	41,328	42,566	43,844

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**ATTACHMENT A (Continued)**  
**PHYSICIAN D SCHEDULE TABLE**

**Effective October 1, 2016**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
D01	8,242	8,490	8,745	9,007	9,276	9,556	9,842	10,138	10,441	10,755	11,079	11,411	11,752	0	0	0	0	0	0	0
D02	9,186	9,462	9,746	10,038	10,338	10,649	10,968	11,297	11,637	11,986	12,346	12,715	13,096	13,489	13,895	14,312	14,740	15,183	15,637	16,107
D03	9,438	9,721	10,013	10,314	10,621	10,941	11,269	11,607	11,956	12,315	12,684	13,063	13,457	13,860	14,277	14,704	15,145	15,599	16,067	16,550
D04	9,697	9,989	10,288	10,598	10,916	11,242	11,579	11,926	12,285	12,654	13,034	13,424	13,828	14,242	14,669	15,108	15,562	16,028	16,510	17,004
D05	9,965	10,264	10,572	10,888	11,215	11,552	11,899	12,256	12,623	13,002	13,393	13,794	14,208	14,633	15,073	15,524	15,991	16,470	16,965	17,474
D06	10,240	10,546	10,863	11,189	11,525	11,870	12,227	12,593	12,971	13,360	13,760	14,174	14,599	15,036	15,488	15,953	16,432	16,925	17,432	17,955
D07	10,519	10,835	11,160	11,495	11,841	12,195	12,562	12,938	13,326	13,727	14,138	14,562	14,999	15,450	15,912	16,389	16,882	17,387	17,910	18,447
D08	10,810	11,134	11,468	11,811	12,165	12,531	12,908	13,294	13,693	14,105	14,526	14,963	15,412	15,874	16,349	16,841	17,346	17,866	18,401	18,954
D09	11,105	11,438	11,783	12,135	12,500	12,875	13,261	13,659	14,070	14,492	14,926	15,374	15,835	16,310	16,798	17,304	17,822	18,357	18,908	19,475
D10	11,412	11,753	12,107	12,470	12,844	13,230	13,626	14,035	14,456	14,890	15,337	15,797	16,271	16,759	17,262	17,780	18,312	18,862	19,428	20,012
D11	11,727	12,079	12,440	12,813	13,197	13,593	14,002	14,422	14,855	15,301	15,759	16,232	16,719	17,220	17,737	18,270	18,817	19,382	19,963	20,562
D12	12,049	12,410	12,782	13,166	13,563	13,968	14,388	14,820	15,265	15,722	16,193	16,679	17,179	17,694	18,225	18,772	19,335	19,915	20,512	21,128
D13	12,380	12,751	13,134	13,528	13,933	14,351	14,782	15,225	15,682	16,153	16,636	17,137	17,650	18,180	18,725	19,286	19,866	20,462	21,076	21,707
D14	12,719	13,101	13,495	13,900	14,316	14,747	15,187	15,643	16,113	16,596	17,094	17,607	18,136	18,679	19,240	19,816	20,412	21,025	21,654	22,305
D15	13,071	13,463	13,866	14,283	14,711	15,152	15,606	16,075	16,556	17,053	17,566	18,092	18,635	19,195	19,769	20,363	20,974	21,602	22,250	22,919
D16	13,429	13,833	14,247	14,674	15,114	15,568	16,035	16,516	17,010	17,523	18,048	18,590	19,147	19,720	20,312	20,922	21,549	22,197	22,863	23,548
D17	13,799	14,214	14,639	15,078	15,530	15,997	16,478	16,972	17,480	18,004	18,545	19,101	19,675	20,265	20,873	21,499	22,143	22,808	23,492	24,197
D18	14,178	14,604	15,042	15,492	15,958	16,437	16,930	17,437	17,960	18,499	19,054	19,627	20,215	20,821	21,446	22,089	22,752	23,435	24,137	24,860
D19	14,568	15,005	15,456	15,919	16,397	16,889	17,396	17,918	18,455	19,007	19,579	20,165	20,770	21,394	22,035	22,696	23,378	24,078	24,800	25,545
D20	14,969	15,418	15,882	16,357	16,847	17,353	17,874	18,411	18,962	19,532	20,118	20,721	21,343	21,983	22,641	23,321	24,021	24,742	25,485	26,249
D21	15,381	15,842	16,318	16,808	17,312	17,831	18,365	18,917	19,485	20,070	20,672	21,292	21,929	22,587	23,266	23,964	24,682	25,423	26,185	26,971
D22	15,803	16,278	16,766	17,269	17,787	18,322	18,872	19,437	20,020	20,621	21,241	21,876	22,532	23,209	23,905	24,622	25,362	26,122	26,906	27,712
D23	16,238	16,725	17,227	17,745	18,277	18,824	19,389	19,972	20,571	21,188	21,823	22,478	23,153	23,847	24,562	25,299	26,059	26,840	27,645	28,474
D24	16,685	17,186	17,702	18,232	18,779	19,341	19,922	20,521	21,137	21,770	22,423	23,097	23,790	24,503	25,237	25,994	26,775	27,579	28,405	29,257
D25	17,144	17,657	18,188	18,734	19,297	19,874	20,471	21,085	21,718	22,369	23,040	23,732	24,444	25,176	25,931	26,710	27,511	28,336	29,186	30,063
D26	17,616	18,143	18,687	19,249	19,826	20,420	21,035	21,665	22,314	22,984	23,674	24,385	25,116	25,869	26,644	27,443	28,266	29,116	29,988	30,889
D27	18,100	18,643	19,202	19,778	20,372	20,982	21,612	22,259	22,928	23,616	24,326	25,054	25,807	26,581	27,377	28,198	29,045	29,916	30,813	31,739
D28	18,598	19,156	19,732	20,323	20,932	21,560	22,206	22,873	23,558	24,267	24,994	25,744	26,515	27,311	28,130	28,975	29,844	30,739	31,661	32,612
D29	19,109	19,683	20,272	20,880	21,508	22,151	22,817	23,503	24,207	24,933	25,681	26,451	27,246	28,062	28,904	29,771	30,665	31,584	32,532	33,508
D30	19,635	20,224	20,830	21,456	22,099	22,762	23,445	24,148	24,872	25,617	26,388	27,179	27,994	28,834	29,699	30,589	31,508	32,453	33,427	34,430
D31	20,176	20,780	21,403	22,044	22,706	23,387	24,090	24,814	25,556	26,324	27,113	27,926	28,764	29,628	30,516	31,433	32,374	33,345	34,345	35,376
D32	20,730	21,352	21,991	22,652	23,332	24,031	24,752	25,495	26,260	27,048	27,859	28,694	29,556	30,443	31,355	32,296	33,265	34,263	35,290	36,350
D33	21,299	21,938	22,596	23,275	23,972	24,691	25,433	26,196	26,982	27,791	28,625	29,484	30,367	31,280	32,217	33,182	34,180	35,205	36,260	37,349
D34	21,886	22,542	23,218	23,914	24,631	25,371	26,133	26,916	27,722	28,555	29,413	30,294	31,203	32,139	33,103	34,096	35,119	36,173	37,259	38,375
D35	22,487	23,162	23,857	24,572	25,310	26,068	26,851	27,656	28,486	29,341	30,222	31,127	32,062	33,023	34,014	35,035	36,085	37,168	38,284	39,430
D36	23,105	23,798	24,512	25,247	26,005	26,785	27,590	28,417	29,270	30,146	31,052	31,984	32,944	33,930	34,949	35,996	37,077	38,190	39,336	40,516
D37	23,740	24,452	25,187	25,943	26,721	27,523	28,349	29,198	30,074	30,976	31,905	32,862	33,849	34,864	35,910	36,987	38,097	39,240	40,417	41,628
D38	24,395	25,125	25,879	26,656	27,454	28,280	29,127	30,002	30,901	31,828	32,783	33,766	34,779	35,822	36,898	38,005	39,144	40,319	41,530	42,775
D39	25,064	25,817	26,590	27,388	28,210	29,057	29,928	30,827	31,751	32,704	33,685	34,696	35,738	36,808	37,912	39,050	40,220	41,429	42,671	43,950
D40	25,754	26,527	27,323	28,142	28,986	29,856	30,752	31,674	32,624	33,603	34,611	35,649	36,718	37,820	38,956	40,125	41,328	42,568	43,843	45,159

**A-3**

**ATTACHMENT A (Continued)**  
**PHYSICIAN D SCHEDULE TABLE**  
**Effective October 1, 2017**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
D01	8,407	8,660	8,920	9,187	9,462	9,747	10,039	10,341	10,650	10,970	11,301	11,639	11,987	0	0	0	0	0	0	0
D02	9,370	9,651	9,941	10,239	10,545	10,862	11,187	11,523	11,870	12,226	12,593	12,969	13,358	13,759	14,173	14,598	15,035	15,487	15,950	16,429
D03	9,627	9,915	10,213	10,520	10,833	11,160	11,494	11,839	12,195	12,561	12,938	13,324	13,726	14,137	14,563	14,998	15,448	15,911	16,388	16,881
D04	9,891	10,189	10,494	10,810	11,134	11,467	11,811	12,165	12,531	12,907	13,295	13,692	14,105	14,527	14,962	15,410	15,873	16,349	16,840	17,344
D05	10,164	10,469	10,783	11,106	11,439	11,783	12,137	12,501	12,875	13,262	13,661	14,070	14,492	14,926	15,374	15,834	16,311	16,799	17,304	17,823
D06	10,445	10,757	11,080	11,413	11,756	12,107	12,472	12,845	13,230	13,627	14,035	14,457	14,891	15,337	15,798	16,272	16,761	17,264	17,781	18,314
D07	10,729	11,052	11,383	11,725	12,078	12,439	12,813	13,197	13,593	14,002	14,421	14,853	15,299	15,759	16,230	16,717	17,220	17,735	18,268	18,816
D08	11,026	11,357	11,697	12,047	12,408	12,782	13,166	13,560	13,967	14,387	14,817	15,262	15,720	16,191	16,676	17,178	17,693	18,223	18,769	19,333
D09	11,327	11,667	12,019	12,378	12,750	13,133	13,526	13,932	14,351	14,782	15,225	15,681	16,152	16,636	17,134	17,650	18,178	18,724	19,286	19,865
D10	11,640	11,988	12,349	12,719	13,101	13,495	13,899	14,316	14,745	15,188	15,644	16,113	16,596	17,094	17,607	18,136	18,678	19,239	19,817	20,412
D11	11,962	12,321	12,689	13,069	13,461	13,865	14,282	14,710	15,152	15,607	16,074	16,557	17,053	17,564	18,092	18,635	19,193	19,770	20,362	20,973
D12	12,290	12,658	13,038	13,429	13,834	14,247	14,676	15,116	15,570	16,036	16,517	17,013	17,523	18,048	18,590	19,147	19,722	20,313	20,922	21,551
D13	12,628	13,006	13,397	13,799	14,212	14,638	15,078	15,530	15,996	16,476	16,969	17,480	18,003	18,544	19,100	19,672	20,263	20,871	21,498	22,141
D14	12,973	13,363	13,765	14,178	14,602	15,042	15,491	15,956	16,435	16,928	17,436	17,959	18,499	19,053	19,625	20,212	20,820	21,446	22,087	22,751
D15	13,332	13,732	14,143	14,569	15,005	15,455	15,918	16,397	16,887	17,394	17,917	18,454	19,008	19,579	20,164	20,770	21,393	22,034	22,695	23,377
D16	13,698	14,110	14,532	14,967	15,416	15,879	16,356	16,846	17,350	17,873	18,409	18,962	19,530	20,114	20,718	21,340	21,980	22,641	23,320	24,019
D17	14,075	14,498	14,932	15,380	15,841	16,317	16,808	17,311	17,830	18,364	18,916	19,483	20,069	20,670	21,290	21,929	22,586	23,264	23,962	24,681
D18	14,462	14,896	15,343	15,802	16,277	16,766	17,269	17,786	18,319	18,869	19,435	20,020	20,619	21,237	21,875	22,531	23,207	23,904	24,620	25,357
D19	14,859	15,305	15,765	16,237	16,725	17,227	17,744	18,276	18,824	19,387	19,971	20,568	21,185	21,822	22,476	23,150	23,846	24,560	25,296	26,056
D20	15,268	15,726	16,200	16,684	17,184	17,700	18,231	18,779	19,341	19,923	20,520	21,135	21,770	22,423	23,094	23,787	24,501	25,237	25,995	26,774
D21	15,689	16,159	16,644	17,144	17,658	18,188	18,732	19,295	19,875	20,471	21,085	21,718	22,368	23,039	23,731	24,443	25,176	25,931	26,709	27,510
D22	16,119	16,604	17,101	17,614	18,143	18,688	19,249	19,826	20,420	21,033	21,666	22,314	22,983	23,673	24,383	25,114	25,869	26,644	27,444	28,266
D23	16,563	17,060	17,572	18,100	18,643	19,200	19,777	20,371	20,982	21,612	22,259	22,928	23,616	24,324	25,053	25,805	26,580	27,377	28,198	29,043
D24	17,019	17,530	18,056	18,597	19,155	19,728	20,320	20,931	21,560	22,205	22,871	23,559	24,266	24,993	25,742	26,514	27,311	28,131	28,973	29,842
D25	17,487	18,010	18,552	19,109	19,683	20,271	20,880	21,507	22,152	22,816	23,501	24,207	24,933	25,680	26,450	27,244	28,061	28,903	29,770	30,664
D26	17,968	18,506	19,061	19,634	20,223	20,828	21,456	22,098	22,760	23,444	24,147	24,873	25,618	26,386	27,177	27,992	28,831	29,698	30,588	31,507
D27	18,462	19,016	19,586	20,174	20,779	21,402	22,044	22,704	23,387	24,088	24,813	25,555	26,323	27,113	27,925	28,762	29,626	30,514	31,429	32,374
D28	18,970	19,539	20,127	20,729	21,351	21,991	22,650	23,330	24,029	24,752	25,494	26,259	27,045	27,857	28,693	29,555	30,441	31,354	32,294	33,264
D29	19,491	20,077	20,677	21,298	21,938	22,594	23,273	23,973	24,691	25,432	26,195	26,980	27,791	28,623	29,482	30,366	31,278	32,216	33,183	34,178
D30	20,028	20,628	21,247	21,885	22,541	23,217	23,914	24,631	25,369	26,129	26,916	27,723	28,554	29,411	30,293	31,201	32,138	33,102	34,096	35,119
D31	20,580	21,196	21,831	22,485	23,160	23,855	24,572	25,310	26,067	26,850	27,655	28,485	29,339	30,221	31,126	32,062	33,021	34,012	35,032	36,084
D32	21,145	21,779	22,431	23,105	23,799	24,512	25,247	26,005	26,785	27,589	28,416	29,268	30,147	31,052	31,982	32,942	33,930	34,948	35,996	37,077
D33	21,725	22,377	23,048	23,741	24,451	25,185	25,942	26,720	27,522	28,347	29,198	30,074	30,974	31,906	32,861	33,846	34,864	35,909	36,985	38,096
D34	22,324	22,993	23,682	24,392	25,124	25,878	26,656	27,454	28,276	29,126	30,001	30,900	31,827	32,782	33,765	34,778	35,821	36,896	38,004	39,143
D35	22,937	23,625	24,334	25,063	25,816	26,589	27,388	28,209	29,056	29,928	30,826	31,750	32,703	33,683	34,694	35,736	36,807	37,911	39,050	40,219
D36	23,567	24,274	25,002	25,752	26,525	27,321	28,142	28,985	29,855	30,749	31,673	32,624	33,603	34,609	35,648	36,716	37,819	38,954	40,123	41,326
D37	24,215	24,941	25,691	26,462	27,255	28,073	28,916	29,782	30,675	31,596	32,543	33,519	34,526	35,561	36,628	37,727	38,859	40,025	41,225	42,461
D38	24,883	25,628	26,397	27,189	28,003	28,846	29,710	30,602	31,519	32,465	33,439	34,441	35,475	36,538	37,636	38,765	39,927	41,125	42,361	43,631
D39	25,565	26,333	27,122	27,936	28,774	29,638	30,527	31,444	32,386	33,358	34,359	35,390	36,453	37,544	38,670	39,831	41,024	42,258	43,524	44,829
D40	26,269	27,058	27,869	28,705	29,566	30,453	31,367	32,307	33,276	34,275	35,303	36,362	37,452	38,576	39,735	40,928	42,155	43,419	44,720	46,062

**ATTACHMENT A (Continued)**  
**PHYSICIAN D SCHEDULE TABLE**  
**Effective April 1, 2018**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
D01	8,575	8,833	9,098	9,371	9,651	9,942	10,240	10,548	10,863	11,189	11,527	11,872	12,227	0	0	0	0	0	0	0
D02	9,557	9,844	10,140	10,444	10,756	11,079	11,411	11,753	12,107	12,471	12,845	13,228	13,625	14,034	14,456	14,890	15,336	15,797	16,269	16,758
D03	9,820	10,113	10,417	10,730	11,050	11,383	11,724	12,076	12,439	12,812	13,197	13,590	14,001	14,420	14,854	15,298	15,757	16,229	16,716	17,219
D04	10,089	10,393	10,704	11,026	11,357	11,696	12,047	12,408	12,782	13,165	13,561	13,966	14,387	14,818	15,261	15,718	16,190	16,676	17,177	17,691
D05	10,367	10,678	10,999	11,328	11,668	12,019	12,380	12,751	13,133	13,527	13,934	14,351	14,782	15,225	15,681	16,151	16,637	17,135	17,650	18,179
D06	10,654	10,972	11,302	11,641	11,991	12,349	12,721	13,102	13,495	13,900	14,316	14,746	15,189	15,644	16,114	16,597	17,096	17,609	18,137	18,680
D07	10,944	11,273	11,611	11,960	12,320	12,688	13,069	13,461	13,865	14,282	14,709	15,150	15,605	16,074	16,555	17,051	17,564	18,090	18,633	19,192
D08	11,247	11,584	11,931	12,288	12,656	13,038	13,429	13,831	14,246	14,675	15,113	15,567	16,034	16,515	17,010	17,522	18,047	18,587	19,144	19,720
D09	11,554	11,900	12,259	12,626	13,005	13,396	13,797	14,211	14,638	15,078	15,530	15,995	16,475	16,969	17,477	18,003	18,542	19,098	19,672	20,262
D10	11,873	12,228	12,596	12,973	13,363	13,765	14,177	14,602	15,040	15,492	15,957	16,435	16,928	17,436	17,959	18,499	19,052	19,624	20,213	20,820
D11	12,201	12,567	12,943	13,330	13,730	14,142	14,568	15,004	15,455	15,919	16,395	16,888	17,394	17,915	18,454	19,008	19,577	20,165	20,769	21,392
D12	12,536	12,911	13,299	13,698	14,111	14,532	14,970	15,418	15,881	16,357	16,847	17,353	17,873	18,409	18,962	19,530	20,116	20,719	21,340	21,982
D13	12,881	13,266	13,665	14,075	14,496	14,931	15,380	15,841	16,316	16,806	17,308	17,830	18,363	18,915	19,482	20,065	20,668	21,288	21,928	22,584
D14	13,232	13,630	14,040	14,462	14,894	15,343	15,801	16,275	16,764	17,267	17,785	18,318	18,869	19,434	20,018	20,616	21,236	21,875	22,529	23,206
D15	13,599	14,007	14,426	14,860	15,305	15,764	16,236	16,725	17,225	17,742	18,275	18,823	19,388	19,971	20,567	21,185	21,821	22,475	23,149	23,845
D16	13,972	14,392	14,823	15,266	15,724	16,197	16,683	17,183	17,697	18,230	18,777	19,341	19,921	20,516	21,132	21,767	22,420	23,094	23,786	24,499
D17	14,357	14,788	15,231	15,688	16,158	16,643	17,144	17,657	18,187	18,731	19,294	19,873	20,470	21,083	21,716	22,368	23,038	23,729	24,441	25,175
D18	14,751	15,194	15,650	16,118	16,603	17,101	17,614	18,142	18,685	19,246	19,824	20,420	21,031	21,662	22,313	22,982	23,671	24,382	25,112	25,864
D19	15,156	15,611	16,080	16,562	17,060	17,572	18,099	18,642	19,200	19,775	20,370	20,979	21,609	22,258	22,926	23,613	24,323	25,051	25,802	26,577
D20	15,573	16,041	16,524	17,018	17,528	18,054	18,596	19,155	19,728	20,321	20,930	21,558	22,205	22,871	23,556	24,263	24,991	25,742	26,515	27,309
D21	16,003	16,482	16,977	17,487	18,011	18,552	19,107	19,681	20,273	20,880	21,507	22,152	22,815	23,500	24,206	24,932	25,680	26,450	27,243	28,060
D22	16,441	16,936	17,443	17,966	18,506	19,062	19,634	20,223	20,828	21,454	22,099	22,760	23,443	24,146	24,871	25,616	26,386	27,177	27,993	28,831
D23	16,894	17,401	17,923	18,462	19,016	19,584	20,173	20,778	21,402	22,044	22,704	23,387	24,088	24,810	25,554	26,321	27,112	27,925	28,762	29,624
D24	17,359	17,881	18,417	18,969	19,538	20,123	20,726	21,350	21,991	22,649	23,328	24,030	24,751	25,493	26,257	27,044	27,857	28,694	29,552	30,439
D25	17,837	18,370	18,923	19,491	20,077	20,676	21,298	21,937	22,595	23,272	23,971	24,691	25,432	26,194	26,979	27,789	28,622	29,481	30,365	31,277
D26	18,327	18,876	19,442	20,027	20,627	21,245	21,885	22,540	23,215	23,913	24,630	25,370	26,130	26,914	27,721	28,552	29,408	30,292	31,200	32,137
D27	18,831	19,396	19,978	20,577	21,195	21,830	22,485	23,158	23,855	24,570	25,309	26,066	26,849	27,655	28,484	29,337	30,219	31,124	32,058	33,021
D28	19,349	19,930	20,530	21,144	21,778	22,431	23,103	23,797	24,510	25,247	26,004	26,784	27,586	28,414	29,267	30,146	31,050	31,981	32,940	33,929
D29	19,881	20,479	21,091	21,724	22,377	23,046	23,738	24,452	25,185	25,941	26,719	27,520	28,347	29,195	30,072	30,973	31,904	32,860	33,847	34,862
D30	20,429	21,041	21,672	22,323	22,992	23,681	24,392	25,124	25,876	26,652	27,454	28,277	29,125	29,999	30,899	31,825	32,781	33,764	34,778	35,821
D31	20,992	21,620	22,268	22,935	23,623	24,332	25,063	25,816	26,588	27,387	28,208	29,055	29,926	30,825	31,749	32,703	33,681	34,692	35,733	36,806
D32	21,568	22,215	22,880	23,567	24,275	25,002	25,752	26,525	27,321	28,141	28,984	29,853	30,750	31,673	32,622	33,601	34,609	35,647	36,716	37,819
D33	22,160	22,825	23,509	24,216	24,940	25,689	26,461	27,254	28,072	28,914	29,782	30,675	31,593	32,544	33,518	34,523	35,561	36,627	37,725	38,858
D34	22,770	23,453	24,156	24,880	25,626	26,396	27,189	28,003	28,842	29,709	30,601	31,518	32,464	33,438	34,440	35,474	36,537	37,634	38,764	39,926
D35	23,396	24,098	24,821	25,564	26,332	27,121	27,936	28,773	29,637	30,527	31,443	32,385	33,357	34,357	35,388	36,451	37,543	38,669	39,831	41,023
D36	24,038	24,759	25,502	26,267	27,056	27,867	28,705	29,565	30,452	31,364	32,306	33,276	34,275	35,301	36,361	37,450	38,575	39,733	40,925	42,153
D37	24,699	25,440	26,205	26,991	27,800	28,634	29,494	30,378	31,289	32,228	33,194	34,189	35,217	36,272	37,361	38,482	39,636	40,826	42,050	43,310
D38	25,381	26,141	26,925	27,733	28,563	29,423	30,304	31,214	32,149	33,114	34,108	35,130	36,185	37,269	38,389	39,540	40,726	41,948	43,208	44,504
D39	26,076	26,860	27,664	28,495	29,349	30,231	31,138	32,073	33,034	34,025	35,046	36,098	37,182	38,295	39,443	40,628	41,844	43,103	44,394	45,726
D40	26,794	27,599	28,426	29,279	30,157	31,062	31,994	32,953	33,942	34,961	36,009	37,089	38,201	39,348	40,530	41,747	42,998	44,287	45,614	46,983

**ATTACHMENT B**  
**PHYSICIAN P SCHEDULE TABLE**  
**See Section 6.08.200 B**

**Monthly Rates**  
**Effective February 1, 2015**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	7,769	7,982	8,202	8,427	8,659	8,897	9,142	9,394	9,652	9,917	10,191	10,470	N/A
2	8,659	8,897	9,142	9,393	9,652	9,916	10,191	10,469	10,757	11,054	11,358	11,669	11,991
3	8,897	9,142	9,393	9,652	9,916	10,191	10,469	10,757	11,054	11,358	11,669	11,991	12,320
4	9,142	9,393	9,652	9,916	10,191	10,469	10,757	11,054	11,358	11,669	11,991	12,320	12,658
5	9,393	9,652	9,916	10,191	10,469	10,757	11,054	11,358	11,669	11,991	12,320	12,658	13,007
6	9,652	9,916	10,191	10,469	10,757	11,054	11,358	11,669	11,991	12,320	12,658	13,007	13,365
7	9,916	10,191	10,469	10,757	11,054	11,358	11,669	11,991	12,320	12,658	13,007	13,365	13,733
8	10,191	10,469	10,757	11,054	11,358	11,669	11,991	12,320	12,658	13,007	13,365	13,733	14,110
9	10,469	10,757	11,054	11,358	11,669	11,991	12,320	12,658	13,007	13,365	13,733	14,110	14,498
10	10,757	11,054	11,358	11,669	11,991	12,320	12,658	13,007	13,365	13,733	14,110	14,498	14,897
11	11,054	11,358	11,669	11,991	12,320	12,658	13,007	13,365	13,733	14,110	14,498	14,897	15,307
12	11,358	11,669	11,991	12,320	12,658	13,007	13,365	13,733	14,110	14,498	14,897	15,307	15,728
13	11,669	11,991	12,320	12,658	13,007	13,365	13,733	14,110	14,498	14,897	15,307	15,728	16,161
14	11,991	12,320	12,658	13,007	13,365	13,733	14,110	14,498	14,897	15,307	15,728	16,161	16,606
15	12,320	12,658	13,007	13,365	13,733	14,110	14,498	14,897	15,307	15,728	16,161	16,606	17,062
16	12,658	13,007	13,365	13,733	14,110	14,498	14,897	15,307	15,728	16,161	16,606	17,062	17,531
17	13,007	13,365	13,733	14,110	14,498	14,897	15,307	15,728	16,161	16,606	17,062	17,531	18,013
18	13,365	13,733	14,110	14,498	14,897	15,307	15,728	16,161	16,606	17,062	17,531	18,013	18,509
19	13,733	14,110	14,498	14,897	15,307	15,728	16,161	16,606	17,062	17,531	18,013	18,509	19,018
20	14,110	14,498	14,897	15,307	15,728	16,161	16,606	17,062	17,531	18,013	18,509	19,018	19,540

**ATTACHMENT B (Continued)**  
**PHYSICIAN P SCHEDULE TABLE**  
**See Section 6.08.200 B**

**Monthly Rates**  
**Effective November 18, 2015**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	8,002	8,221	8,448	8,680	8,919	9,164	9,416	9,676	9,942	10,215	10,497	10,784	N/A
2	8,919	9,164	9,416	9,675	9,942	10,213	10,497	10,783	11,080	11,386	11,699	12,019	12,351
3	9,164	9,416	9,675	9,942	10,213	10,497	10,783	11,080	11,386	11,699	12,019	12,351	12,690
4	9,416	9,675	9,942	10,213	10,497	10,783	11,080	11,386	11,699	12,019	12,351	12,690	13,038
5	9,675	9,942	10,213	10,497	10,783	11,080	11,386	11,699	12,019	12,351	12,690	13,038	13,397
6	9,942	10,213	10,497	10,783	11,080	11,386	11,699	12,019	12,351	12,690	13,038	13,397	13,766
7	10,213	10,497	10,783	11,080	11,386	11,699	12,019	12,351	12,690	13,038	13,397	13,766	14,145
8	10,497	10,783	11,080	11,386	11,699	12,019	12,351	12,690	13,038	13,397	13,766	14,145	14,533
9	10,783	11,080	11,386	11,699	12,019	12,351	12,690	13,038	13,397	13,766	14,145	14,533	14,933
10	11,080	11,386	11,699	12,019	12,351	12,690	13,038	13,397	13,766	14,145	14,533	14,933	15,344
11	11,386	11,699	12,019	12,351	12,690	13,038	13,397	13,766	14,145	14,533	14,933	15,344	15,766
12	11,699	12,019	12,351	12,690	13,038	13,397	13,766	14,145	14,533	14,933	15,344	15,766	16,200
13	12,019	12,351	12,690	13,038	13,397	13,766	14,145	14,533	14,933	15,344	15,766	16,200	16,646
14	12,351	12,690	13,038	13,397	13,766	14,145	14,533	14,933	15,344	15,766	16,200	16,646	17,104
15	12,690	13,038	13,397	13,766	14,145	14,533	14,933	15,344	15,766	16,200	16,646	17,104	17,574
16	13,038	13,397	13,766	14,145	14,533	14,933	15,344	15,766	16,200	16,646	17,104	17,574	18,057
17	13,397	13,766	14,145	14,533	14,933	15,344	15,766	16,200	16,646	17,104	17,574	18,057	18,553
18	13,766	14,145	14,533	14,933	15,344	15,766	16,200	16,646	17,104	17,574	18,057	18,553	19,064
19	14,145	14,533	14,933	15,344	15,766	16,200	16,646	17,104	17,574	18,057	18,553	19,064	19,589
20	14,533	14,933	15,344	15,766	16,200	16,646	17,104	17,574	18,057	18,553	19,064	19,589	20,126

**ATTACHMENT B (Continued)**  
**PHYSICIAN P SCHEDULE TABLE**  
**See Section 6.08.200 B**

**Monthly Rates**  
**Effective October 1, 2016**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	8,242	8,468	8,701	8,940	9,187	9,439	9,698	9,966	10,240	10,521	10,812	11,108	N/A
2	9,187	9,439	9,698	9,965	10,240	10,519	10,812	11,106	11,412	11,728	12,050	12,380	12,722
3	9,439	9,698	9,965	10,240	10,519	10,812	11,106	11,412	11,728	12,050	12,380	12,722	13,071
4	9,698	9,965	10,240	10,519	10,812	11,106	11,412	11,728	12,050	12,380	12,722	13,071	13,429
5	9,965	10,240	10,519	10,812	11,106	11,412	11,728	12,050	12,380	12,722	13,071	13,429	13,799
6	10,240	10,519	10,812	11,106	11,412	11,728	12,050	12,380	12,722	13,071	13,429	13,799	14,179
7	10,519	10,812	11,106	11,412	11,728	12,050	12,380	12,722	13,071	13,429	13,799	14,179	14,569
8	10,812	11,106	11,412	11,728	12,050	12,380	12,722	13,071	13,429	13,799	14,179	14,569	14,969
9	11,106	11,412	11,728	12,050	12,380	12,722	13,071	13,429	13,799	14,179	14,569	14,969	15,381
10	11,412	11,728	12,050	12,380	12,722	13,071	13,429	13,799	14,179	14,569	14,969	15,381	15,804
11	11,728	12,050	12,380	12,722	13,071	13,429	13,799	14,179	14,569	14,969	15,381	15,804	16,239
12	12,050	12,380	12,722	13,071	13,429	13,799	14,179	14,569	14,969	15,381	15,804	16,239	16,686
13	12,380	12,722	13,071	13,429	13,799	14,179	14,569	14,969	15,381	15,804	16,239	16,686	17,145
14	12,722	13,071	13,429	13,799	14,179	14,569	14,969	15,381	15,804	16,239	16,686	17,145	17,617
15	13,071	13,429	13,799	14,179	14,569	14,969	15,381	15,804	16,239	16,686	17,145	17,617	18,101
16	13,429	13,799	14,179	14,569	14,969	15,381	15,804	16,239	16,686	17,145	17,617	18,101	18,599
17	13,799	14,179	14,569	14,969	15,381	15,804	16,239	16,686	17,145	17,617	18,101	18,599	19,110
18	14,179	14,569	14,969	15,381	15,804	16,239	16,686	17,145	17,617	18,101	18,599	19,110	19,636
19	14,569	14,969	15,381	15,804	16,239	16,686	17,145	17,617	18,101	18,599	19,110	19,636	20,177
20	14,969	15,381	15,804	16,239	16,686	17,145	17,617	18,101	18,599	19,110	19,636	20,177	20,730



**ATTACHMENT B (Continued)**  
**PHYSICIAN P SCHEDULE TABLE**  
**See Section 6.08.200 B**

**Monthly Rates**  
**Effective October 1, 2017**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	8,407	8,637	8,875	9,119	9,371	9,628	9,892	10,165	10,445	10,731	11,028	11,330	N/A
2	9,371	9,628	9,892	10,164	10,445	10,729	11,028	11,328	11,640	11,963	12,291	12,628	12,976
3	9,628	9,892	10,164	10,445	10,729	11,028	11,328	11,640	11,963	12,291	12,628	12,976	13,332
4	9,892	10,164	10,445	10,729	11,028	11,328	11,640	11,963	12,291	12,628	12,976	13,332	13,698
5	10,164	10,445	10,729	11,028	11,328	11,640	11,963	12,291	12,628	12,976	13,332	13,698	14,075
6	10,445	10,729	11,028	11,328	11,640	11,963	12,291	12,628	12,976	13,332	13,698	14,075	14,463
7	10,729	11,028	11,328	11,640	11,963	12,291	12,628	12,976	13,332	13,698	14,075	14,463	14,860
8	11,028	11,328	11,640	11,963	12,291	12,628	12,976	13,332	13,698	14,075	14,463	14,860	15,268
9	11,328	11,640	11,963	12,291	12,628	12,976	13,332	13,698	14,075	14,463	14,860	15,268	15,689
10	11,640	11,963	12,291	12,628	12,976	13,332	13,698	14,075	14,463	14,860	15,268	15,689	16,120
11	11,963	12,291	12,628	12,976	13,332	13,698	14,075	14,463	14,860	15,268	15,689	16,120	16,564
12	12,291	12,628	12,976	13,332	13,698	14,075	14,463	14,860	15,268	15,689	16,120	16,564	17,020
13	12,628	12,976	13,332	13,698	14,075	14,463	14,860	15,268	15,689	16,120	16,564	17,020	17,488
14	12,976	13,332	13,698	14,075	14,463	14,860	15,268	15,689	16,120	16,564	17,020	17,488	17,969
15	13,332	13,698	14,075	14,463	14,860	15,268	15,689	16,120	16,564	17,020	17,488	17,969	18,463
16	13,698	14,075	14,463	14,860	15,268	15,689	16,120	16,564	17,020	17,488	17,969	18,463	18,971
17	14,075	14,463	14,860	15,268	15,689	16,120	16,564	17,020	17,488	17,969	18,463	18,971	19,492
18	14,463	14,860	15,268	15,689	16,120	16,564	17,020	17,488	17,969	18,463	18,971	19,492	20,029
19	14,860	15,268	15,689	16,120	16,564	17,020	17,488	17,969	18,463	18,971	19,492	20,029	20,581
20	15,268	15,689	16,120	16,564	17,020	17,488	17,969	18,463	18,971	19,492	20,029	20,581	21,145

**ATTACHMENT B (Continued)**  
**PHYSICIAN P SCHEDULE TABLE**  
**See Section 6.08.200 B**

**Monthly Rates**  
**Effective April 1, 2018**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	8,575	8,810	9,053	9,301	9,558	9,821	10,090	10,368	10,654	10,946	11,249	11,557	N/A
2	9,558	9,821	10,090	10,367	10,654	10,944	11,249	11,555	11,873	12,202	12,537	12,881	13,236
3	9,821	10,090	10,367	10,654	10,944	11,249	11,555	11,873	12,202	12,537	12,881	13,236	13,599
4	10,090	10,367	10,654	10,944	11,249	11,555	11,873	12,202	12,537	12,881	13,236	13,599	13,972
5	10,367	10,654	10,944	11,249	11,555	11,873	12,202	12,537	12,881	13,236	13,599	13,972	14,357
6	10,654	10,944	11,249	11,555	11,873	12,202	12,537	12,881	13,236	13,599	13,972	14,357	14,752
7	10,944	11,249	11,555	11,873	12,202	12,537	12,881	13,236	13,599	13,972	14,357	14,752	15,157
8	11,249	11,555	11,873	12,202	12,537	12,881	13,236	13,599	13,972	14,357	14,752	15,157	15,573
9	11,555	11,873	12,202	12,537	12,881	13,236	13,599	13,972	14,357	14,752	15,157	15,573	16,003
10	11,873	12,202	12,537	12,881	13,236	13,599	13,972	14,357	14,752	15,157	15,573	16,003	16,442
11	12,202	12,537	12,881	13,236	13,599	13,972	14,357	14,752	15,157	15,573	16,003	16,442	16,895
12	12,537	12,881	13,236	13,599	13,972	14,357	14,752	15,157	15,573	16,003	16,442	16,895	17,360
13	12,881	13,236	13,599	13,972	14,357	14,752	15,157	15,573	16,003	16,442	16,895	17,360	17,838
14	13,236	13,599	13,972	14,357	14,752	15,157	15,573	16,003	16,442	16,895	17,360	17,838	18,328
15	13,599	13,972	14,357	14,752	15,157	15,573	16,003	16,442	16,895	17,360	17,838	18,328	18,832
16	13,972	14,357	14,752	15,157	15,573	16,003	16,442	16,895	17,360	17,838	18,328	18,832	19,350
17	14,357	14,752	15,157	15,573	16,003	16,442	16,895	17,360	17,838	18,328	18,832	19,350	19,882
18	14,752	15,157	15,573	16,003	16,442	16,895	17,360	17,838	18,328	18,832	19,350	19,882	20,430
19	15,157	15,573	16,003	16,442	16,895	17,360	17,838	18,328	18,832	19,350	19,882	20,430	20,993
20	15,573	16,003	16,442	16,895	17,360	17,838	18,328	18,832	19,350	19,882	20,430	20,993	21,568

**ATTACHMENT C  
RELIEF PHYSICIAN H SCHEDULE TABLE**

**Hourly Step Rates  
Effective November 18, 2015**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
H01	73.05	75.24	77.49	79.83	82.23	84.69	87.22	89.84	92.54	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.52	98.37	101.33	104.37
H02	75.06	77.31	79.63	82.02	84.48	87.02	89.63	92.32	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.28	98.15	101.09	104.13	107.25
H03	77.14	79.44	81.83	84.28	86.81	89.41	92.10	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.06	97.91	100.85	103.88	106.99	110.20
H04	81.43	83.87	86.38	88.97	91.64	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.59	97.43	100.35	103.36	106.47	109.66	112.94	116.33
H05	83.65	86.16	88.76	91.41	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.36	97.19	100.11	103.10	106.21	109.39	112.67	116.05	119.53
H06	85.97	88.53	91.19	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.13	96.96	99.87	102.86	105.95	109.13	112.40	115.77	119.24	122.83
H07	85.97	88.53	91.19	93.93	96.75	99.66	102.64	105.72	108.89	112.16	115.53	118.99	122.56	126.24	130.03	131.25	131.25	131.25	131.25	131.25
H08	90.76	93.48	93.75	93.75	93.75	93.75	93.75	93.75	93.75	96.50	99.39	102.37	105.44	108.60	111.86	115.22	118.67	122.23	125.90	129.68
H09	93.25	96.05	98.93	101.90	104.95	108.10	111.34	114.69	118.13	121.68	125.31	129.09	131.25	131.25	131.25	131.25	131.25	131.25	131.25	133.23
H10	93.75	93.75	93.75	93.75	93.75	93.75	93.75	96.01	98.90	101.86	104.92	108.07	111.31	114.65	118.09	121.63	125.28	129.05	132.90	136.90
H11	93.75	93.75	93.75	93.75	93.75	93.75	95.78	98.66	101.62	104.66	107.81	111.04	114.37	117.81	121.34	124.98	128.73	132.59	136.56	140.67
H12	103.94	107.07	110.27	113.58	116.98	120.50	124.12	127.85	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.96	135.91	139.99	144.19	148.51
H13	103.94	107.07	110.27	113.58	116.98	120.50	124.12	127.85	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.96	135.91	139.99	144.19	148.51
H14	109.74	113.03	116.43	119.91	123.51	127.22	131.04	134.97	139.01	143.17	147.48	151.90	156.45	161.15	165.98	170.96	176.10	181.37	186.81	192.42
H15	112.76	116.14	119.63	123.21	126.90	130.72	131.25	131.25	131.25	131.25	131.25	131.25	131.25	134.93	138.97	143.14	147.43	151.86	156.42	161.11
H16	112.76	116.14	119.63	123.21	126.90	130.72	134.64	138.69	142.84	147.13	151.54	156.08	160.77	165.59	168.75	168.75	168.75	168.75	168.75	168.75
H17	122.31	125.98	129.76	131.25	131.25	131.25	131.25	131.25	131.25	131.25	133.94	137.96	142.11	146.36	150.76	155.28	159.94	164.73	169.68	174.77
H18	125.68	129.45	133.34	137.34	141.46	145.69	150.07	154.58	159.21	163.99	168.75	168.75	168.75	168.75	168.75	168.75	168.75	169.27	174.34	179.57
H19	129.14	133.01	137.00	141.11	145.36	149.70	154.20	158.83	163.59	168.49	168.75	168.75	168.75	168.75	168.75	168.75	168.86	173.92	179.14	184.52
H20	131.25	131.25	131.25	131.25	131.25	131.25	131.25	132.97	136.96	141.07	145.30	149.67	154.15	158.78	163.53	168.44	173.49	178.71	184.06	189.59
H21	132.70	136.67	140.76	144.99	149.35	153.81	158.45	163.19	168.08	168.75	168.75	168.75	168.75	168.75	168.75	168.75	173.49	178.71	184.06	189.59
H22	136.34	140.43	144.64	148.98	153.46	158.05	162.80	167.67	168.75	168.75	168.75	168.75	168.75	168.75	168.75	173.07	178.27	183.62	189.12	194.81
H23	140.09	144.29	148.63	153.09	157.67	162.40	167.27	168.75	168.75	168.75	168.75	168.75	168.75	168.75	172.66	177.84	183.18	188.67	194.33	200.16
H24	143.94	148.27	152.71	157.28	162.02	166.86	168.75	168.75	168.75	168.75	168.75	168.75	168.75	172.24	177.40	182.73	188.21	193.85	199.67	205.66
H25	147.90	152.34	156.90	161.62	166.46	168.75	168.75	168.75	168.75	168.75	168.75	168.75	171.82	176.97	182.28	187.75	193.39	199.19	205.16	211.32
H26	164.86	168.75	168.75	168.75	168.75	168.75	168.75	168.75	170.15	175.26	180.53	185.94	191.51	197.26	203.18	209.27	215.55	222.02	228.69	235.53
H27	168.75	168.75	168.75	168.75	168.75	168.75	168.75	169.74	174.84	180.08	185.50	191.05	196.79	202.68	208.77	215.04	221.48	228.12	234.98	242.01

**ATTACHMENT C (Continued)**  
**RELIEF PHYSICIAN H SCHEDULE TABLE**

**Hourly Step Rates**  
**Effective October 1, 2016**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
H01	75.24	77.50	79.82	82.23	84.69	87.22	89.84	92.53	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.51	98.38	101.33	104.37	107.50
H02	77.31	79.63	82.02	84.48	87.01	89.63	92.32	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.29	98.14	101.09	104.12	107.25	110.47
H03	79.45	81.82	84.28	86.81	89.42	92.09	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.06	97.91	100.85	103.88	107.00	110.20	113.51
H04	83.87	86.38	88.98	91.64	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.59	97.43	100.35	103.36	106.47	109.66	112.95	116.33	119.82
H05	86.16	88.74	91.42	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.36	97.19	100.11	103.11	106.19	109.39	112.67	116.05	119.53	123.12
H06	88.54	91.19	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.13	96.96	99.87	102.86	105.95	109.13	112.40	115.77	119.24	122.82	126.51
H07	88.54	91.19	93.93	96.75	99.65	102.65	105.72	108.89	112.16	115.53	118.99	122.56	126.24	130.03	131.25	131.25	131.25	131.25	131.25	131.25
H08	93.48	93.75	93.75	93.75	93.75	93.75	93.75	93.75	96.50	99.39	102.37	105.44	108.60	111.86	115.22	118.67	122.23	125.90	129.67	133.57
H09	96.05	98.93	101.90	104.96	108.10	111.34	114.69	118.13	121.67	125.33	129.07	131.25	131.25	131.25	131.25	131.25	131.25	131.25	133.24	137.23
H10	93.75	93.75	93.75	93.75	93.75	93.75	96.01	98.89	101.86	104.92	108.07	111.31	114.65	118.09	121.63	125.27	129.04	132.92	136.89	141.01
H11	93.75	93.75	93.75	93.75	93.75	95.79	98.66	101.62	104.66	107.81	111.05	114.37	117.81	121.35	124.98	128.73	132.59	136.56	140.66	144.89
H12	107.06	110.28	113.58	116.98	120.49	124.11	127.85	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.96	135.91	139.98	144.19	148.51	152.97
H13	107.06	110.28	113.58	116.98	120.49	124.11	127.85	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.96	135.91	139.98	144.19	148.51	152.97
H14	113.03	116.42	119.92	123.51	127.22	131.04	134.97	139.02	143.19	147.47	151.91	156.45	161.15	165.99	170.96	176.09	181.38	186.81	192.41	198.10
H15	116.14	119.62	123.22	126.91	130.71	131.25	131.25	131.25	131.25	131.25	131.25	131.25	134.93	138.97	143.13	147.43	151.86	156.41	161.11	165.94
H16	116.14	119.62	123.22	126.91	130.71	134.64	138.68	142.84	147.12	151.54	156.09	160.77	165.59	168.75	168.75	168.75	168.75	168.75	168.75	168.75
H17	125.98	129.76	131.25	131.25	131.25	131.25	131.25	131.25	131.25	133.95	137.96	142.10	146.37	150.76	155.28	159.94	164.74	169.68	174.77	180.01
H18	129.45	133.34	137.34	141.46	145.70	150.06	154.57	159.21	163.99	168.75	168.75	168.75	168.75	168.75	168.75	168.75	169.27	174.35	179.57	184.96
H19	133.01	136.99	141.11	145.35	149.72	154.19	158.83	163.59	168.50	168.75	168.75	168.75	168.75	168.75	168.75	168.86	173.92	179.14	184.51	190.05
H20	131.25	131.25	131.25	131.25	131.25	131.25	132.98	136.96	141.07	145.30	149.66	154.16	158.78	163.54	168.44	173.49	178.69	184.07	189.58	195.28
H21	136.68	140.76	144.99	149.35	153.82	158.43	163.20	168.09	168.75	168.75	168.75	168.75	168.75	168.75	168.75	173.49	178.69	184.07	189.58	195.28
H22	140.43	144.64	148.98	153.45	158.06	162.79	167.68	168.75	168.75	168.75	168.75	168.75	168.75	168.75	173.07	178.26	183.62	189.12	194.79	200.65
H23	144.29	148.62	153.09	157.68	162.40	167.28	168.75	168.75	168.75	168.75	168.75	168.75	168.75	172.66	177.83	183.18	188.67	194.33	200.16	206.17
H24	148.26	152.71	157.28	162.00	166.87	168.75	168.75	168.75	168.75	168.75	168.75	168.75	172.24	177.40	182.73	188.21	193.86	199.67	205.66	211.83
H25	152.34	156.91	161.61	166.47	168.75	168.75	168.75	168.75	168.75	168.75	168.75	171.82	176.97	182.28	187.75	193.38	199.19	205.16	211.32	217.66
H26	168.75	168.75	168.75	168.75	168.75	168.75	168.75	170.16	175.25	180.52	185.94	191.51	197.26	203.18	209.27	215.55	222.02	228.68	235.55	242.60
H27	168.75	168.75	168.75	168.75	168.75	168.75	169.75	174.84	180.08	185.49	191.06	196.78	202.69	208.77	215.03	221.49	228.12	234.97	242.03	249.27

**ATTACHMENT C (Continued)**  
**RELIEF PHYSICIAN H SCHEDULE TABLE**

**Hourly Step Rates**  
**Effective October 1, 2016**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
H01	75.24	77.50	79.82	82.23	84.69	87.22	89.84	92.53	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.51	98.38	101.33	104.37	107.50
H02	77.31	79.63	82.02	84.48	87.01	89.63	92.32	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.29	98.14	101.09	104.12	107.25	110.47
H03	79.45	81.82	84.28	86.81	89.42	92.09	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.06	97.91	100.85	103.88	107.00	110.20	113.51
H04	83.87	86.38	88.98	91.64	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.59	97.43	100.35	103.36	106.47	109.66	112.95	116.33	119.82
H05	86.16	88.74	91.42	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.36	97.19	100.11	103.11	106.19	109.39	112.67	116.05	119.53	123.12
H06	88.54	91.19	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.13	96.96	99.87	102.86	105.95	109.13	112.40	115.77	119.24	122.82	126.51
H07	88.54	91.19	93.93	96.75	99.65	102.65	105.72	108.89	112.16	115.53	118.99	122.56	126.24	130.03	131.25	131.25	131.25	131.25	131.25	131.25
H08	93.48	93.75	93.75	93.75	93.75	93.75	93.75	93.75	96.50	99.39	102.37	105.44	108.60	111.86	115.22	118.67	122.23	125.90	129.67	133.57
H09	96.05	98.93	101.90	104.96	108.10	111.34	114.69	118.13	121.67	125.33	129.07	131.25	131.25	131.25	131.25	131.25	131.25	131.25	133.24	137.23
H10	93.75	93.75	93.75	93.75	93.75	93.75	96.01	98.89	101.86	104.92	108.07	111.31	114.65	118.09	121.63	125.27	129.04	132.92	136.89	141.01
H11	93.75	93.75	93.75	93.75	93.75	95.79	98.66	101.62	104.66	107.81	111.05	114.37	117.81	121.35	124.98	128.73	132.59	136.56	140.66	144.89
H12	107.06	110.28	113.58	116.98	120.49	124.11	127.85	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.96	135.91	139.98	144.19	148.51	152.97
H13	107.06	110.28	113.58	116.98	120.49	124.11	127.85	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.96	135.91	139.98	144.19	148.51	152.97
H14	113.03	116.42	119.92	123.51	127.22	131.04	134.97	139.02	143.19	147.47	151.91	156.45	161.15	165.99	170.96	176.09	181.38	186.81	192.41	198.15
H15	116.14	119.62	123.22	126.91	130.71	131.25	131.25	131.25	131.25	131.25	131.25	131.25	134.93	138.97	143.13	147.43	151.86	156.41	161.11	165.94
H16	116.14	119.62	123.22	126.91	130.71	134.64	138.68	142.84	147.12	151.54	156.09	160.77	165.59	168.75	168.75	168.75	168.75	168.75	168.75	168.75
H17	125.98	129.76	131.25	131.25	131.25	131.25	131.25	131.25	131.25	133.95	137.96	142.10	146.37	150.76	155.28	159.94	164.74	169.68	174.77	180.01
H18	129.45	133.34	137.34	141.46	145.70	150.06	154.57	159.21	163.99	168.75	168.75	168.75	168.75	168.75	168.75	168.75	169.27	174.35	179.57	184.96
H19	133.01	136.99	141.11	145.35	149.72	154.19	158.83	163.59	168.50	168.75	168.75	168.75	168.75	168.75	168.75	168.86	173.92	179.14	184.51	190.05
H20	131.25	131.25	131.25	131.25	131.25	131.25	132.98	136.96	141.07	145.30	149.66	154.16	158.78	163.54	168.44	173.49	178.69	184.07	189.58	195.28
H21	136.68	140.76	144.99	149.35	153.82	158.43	163.20	168.09	168.75	168.75	168.75	168.75	168.75	168.75	168.75	173.49	178.69	184.07	189.58	195.28
H22	140.43	144.64	148.98	153.45	158.06	162.79	167.68	168.75	168.75	168.75	168.75	168.75	168.75	168.75	173.07	178.26	183.62	189.12	194.79	200.65
H23	144.29	148.62	153.09	157.68	162.40	167.28	168.75	168.75	168.75	168.75	168.75	168.75	168.75	172.66	177.83	183.18	188.67	194.33	200.16	206.17
H24	148.26	152.71	157.28	162.00	166.87	168.75	168.75	168.75	168.75	168.75	168.75	168.75	172.24	177.40	182.73	188.21	193.86	199.67	205.66	211.83
H25	152.34	156.91	161.61	166.47	168.75	168.75	168.75	168.75	168.75	168.75	168.75	171.82	176.97	182.28	187.75	193.38	199.19	205.16	211.32	217.66
H26	168.75	168.75	168.75	168.75	168.75	168.75	168.75	170.16	175.25	180.52	185.94	191.51	197.26	203.18	209.27	215.55	222.02	228.68	235.55	242.60
H27	168.75	168.75	168.75	168.75	168.75	168.75	169.75	174.84	180.08	185.49	191.06	196.78	202.69	208.77	215.03	221.49	228.12	234.97	242.03	249.27

**ATTACHMENT C (Continued)**  
**RELIEF PHYSICIAN H SCHEDULE TABLE**

**Hourly Step Rates**  
**Effective October 1, 2017**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
H01	76.74	79.05	81.42	83.87	86.38	88.97	91.64	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.59	97.42	100.35	103.36	106.46	109.65
H02	78.86	81.23	83.66	86.17	88.75	91.42	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.36	97.19	100.10	103.12	106.20	109.39	112.67
H03	81.04	83.46	85.97	88.55	91.21	93.75	93.75	93.75	93.75	93.75	93.75	93.75	94.14	96.96	99.87	102.87	105.96	109.14	112.41	115.78
H04	85.55	88.11	90.75	93.47	93.75	93.75	93.75	93.75	93.75	93.75	93.75	96.48	99.38	102.36	105.42	108.60	111.85	115.20	118.65	122.22
H05	87.88	90.52	93.25	93.75	93.75	93.75	93.75	93.75	93.75	93.75	96.25	99.13	102.11	105.17	108.32	111.58	114.92	118.37	121.92	125.58
H06	90.31	93.01	93.75	93.75	93.75	93.75	93.75	93.75	93.75	96.02	98.90	101.86	104.92	108.07	111.31	114.65	118.08	121.63	125.28	129.04
H07	90.31	93.01	95.81	98.68	101.65	104.70	107.84	111.07	114.40	117.84	121.38	125.01	128.76	131.25	131.25	131.25	131.25	131.25	131.25	131.25
H08	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.56	98.43	101.38	104.42	107.55	110.78	114.10	117.52	121.04	124.68	128.42	132.27	136.24
H09	97.98	100.91	103.94	107.06	110.27	113.57	116.98	120.49	124.11	127.83	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.94	135.91	139.97
H10	93.75	93.75	93.75	93.75	93.75	95.09	97.93	100.87	103.90	107.02	110.23	113.53	116.95	120.45	124.07	127.78	131.62	135.58	139.63	143.83
H11	93.75	93.75	93.75	93.75	94.86	97.70	100.63	103.66	106.76	109.96	113.27	116.66	120.17	123.78	127.47	131.30	135.24	139.30	143.47	147.79
H12	109.20	112.48	115.85	119.33	122.90	126.60	130.41	131.25	131.25	131.25	131.25	131.25	131.25	131.25	134.59	138.63	142.79	147.07	151.48	156.03
H13	109.20	112.48	115.85	119.33	122.90	126.60	130.41	131.25	131.25	131.25	131.25	131.25	131.25	131.25	134.59	138.63	142.79	147.07	151.48	156.03
H14	115.29	118.75	122.31	125.98	129.76	133.66	137.67	141.80	146.05	150.42	154.95	159.58	164.37	169.31	174.38	179.61	185.01	190.55	195.00	199.00
H15	118.46	122.01	125.69	129.44	131.25	131.25	131.25	131.25	131.25	131.25	131.25	133.61	137.63	141.75	146.00	150.38	154.89	159.54	164.34	169.26
H16	118.46	122.01	125.69	129.44	133.32	137.33	141.45	145.70	150.06	154.58	159.21	163.98	168.75	168.75	168.75	168.75	168.75	168.75	168.75	169.26
H17	128.51	131.25	131.25	131.25	131.25	131.25	131.25	131.25	132.64	136.63	140.72	144.95	149.30	153.77	158.38	163.14	168.03	173.07	178.26	183.61
H18	132.04	136.01	140.09	144.29	148.62	153.06	157.66	162.40	167.28	168.75	168.75	168.75	168.75	168.75	168.75	168.75	172.66	177.84	183.16	188.66
H19	135.68	139.73	143.94	148.26	152.71	157.28	162.00	166.86	168.75	168.75	168.75	168.75	168.75	168.75	168.75	172.23	177.40	182.72	188.20	193.85
H20	131.25	131.25	131.25	131.25	131.25	131.67	135.64	139.70	143.89	148.21	152.65	157.24	161.95	166.81	171.81	176.96	182.26	187.75	193.37	199.18
H21	139.41	143.58	147.89	152.33	156.90	161.60	166.47	168.75	168.75	168.75	168.75	168.75	168.75	168.75	171.81	176.96	182.26	187.75	193.37	199.18
H22	143.24	147.54	151.96	156.52	161.22	166.05	168.75	168.75	168.75	168.75	168.75	168.75	168.75	171.40	176.54	181.83	187.29	192.90	198.69	204.66
H23	147.18	151.60	156.16	160.83	165.65	168.75	168.75	168.75	168.75	168.75	168.75	168.75	170.97	176.11	181.39	186.84	192.44	198.21	204.16	210.29
H24	151.22	155.77	160.43	165.24	168.75	168.75	168.75	168.75	168.75	168.75	168.75	170.56	175.69	180.95	186.38	191.97	197.73	203.66	209.78	216.07
H25	155.39	160.04	164.85	168.75	168.75	168.75	168.75	168.75	168.75	168.75	170.16	175.26	180.51	185.93	191.51	197.25	203.17	209.27	215.55	222.02
H26	168.75	168.75	168.75	168.75	168.75	168.75	168.75	173.56	178.76	184.13	189.66	195.34	201.21	207.24	213.46	219.86	226.45	233.25	240.26	247.46
H27	168.75	168.75	168.75	168.75	168.75	168.75	173.14	178.33	183.69	189.20	194.88	200.72	206.74	212.94	219.33	225.92	232.69	239.67	246.87	254.26

**ATTACHMENT C (Continued)**  
**RELIEF PHYSICIAN H SCHEDULE TABLE**

**Hourly Step Rates**  
**Effective April 1, 2018**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
H01	78.28	80.64	83.05	85.55	88.11	90.74	93.47	93.75	93.75	93.75	93.75	93.75	93.75	93.75	96.48	99.37	102.35	105.42	108.59	111.84
H02	80.43	82.85	85.34	87.89	90.53	93.25	93.75	93.75	93.75	93.75	93.75	93.75	93.75	96.25	99.13	102.10	105.18	108.32	111.58	114.92
H03	82.66	85.13	87.69	90.32	93.03	93.75	93.75	93.75	93.75	93.75	93.75	93.75	96.02	98.90	101.87	104.92	108.08	111.32	114.66	118.09
H04	87.26	89.88	92.57	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.54	98.41	101.36	104.41	107.53	110.77	114.09	117.50	121.03	124.67
H05	89.64	92.33	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.32	98.18	101.12	104.15	107.28	110.49	113.81	117.22	120.73	124.36	128.09
H06	92.12	93.75	93.75	93.75	93.75	93.75	93.75	93.75	95.08	97.94	100.88	103.90	107.02	110.23	113.53	116.95	120.44	124.06	127.78	131.62
H07	92.12	94.87	97.73	100.65	103.68	106.80	109.99	113.29	116.69	120.20	123.80	127.51	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.62
H08	93.75	93.75	93.75	93.75	93.75	93.75	94.64	97.47	100.40	103.41	106.50	109.70	112.99	116.38	119.87	123.47	127.17	130.98	134.91	138.97
H09	99.94	102.93	106.02	109.20	112.47	115.84	119.33	122.90	126.59	130.39	131.25	131.25	131.25	131.25	131.25	131.25	131.25	134.58	138.63	142.77
H10	93.75	93.75	93.75	93.75	94.16	97.00	99.89	102.89	105.98	109.16	112.43	115.80	119.29	122.86	126.55	130.33	134.25	138.29	142.42	146.70
H11	93.75	93.75	93.75	93.94	96.76	99.66	102.64	105.73	108.89	112.16	115.53	119.00	122.57	126.25	130.02	133.93	137.95	142.08	146.34	150.74
H12	111.39	114.73	118.17	121.72	125.36	129.13	131.25	131.25	131.25	131.25	131.25	131.25	131.25	133.28	137.29	141.41	145.64	150.01	154.51	159.15
H13	111.39	114.73	118.17	121.72	125.36	129.13	131.25	131.25	131.25	131.25	131.25	131.25	131.25	133.28	137.29	141.41	145.64	150.01	154.51	159.15
H14	117.59	121.12	124.76	128.50	132.36	136.33	140.42	144.64	148.97	153.43	158.04	162.77	167.66	172.69	177.87	183.20	188.71	194.36	199.00	195.00
H15	120.83	124.46	128.20	131.25	131.25	131.25	131.25	131.25	131.25	131.25	132.32	136.29	140.38	144.59	148.92	153.39	157.99	162.74	167.62	172.64
H16	120.83	124.46	128.20	132.04	135.99	140.07	144.28	148.62	153.06	157.66	162.39	167.26	168.75	168.75	168.75	168.75	168.75	168.75	168.75	172.64
H17	131.07	131.25	131.25	131.25	131.25	131.25	131.25	131.36	135.30	139.36	143.53	147.85	152.28	156.84	161.55	166.40	171.40	176.54	181.83	187.28
H18	134.68	138.73	142.89	147.17	151.59	156.13	160.81	165.65	168.75	168.75	168.75	168.75	168.75	168.75	168.75	170.97	176.11	181.40	186.82	192.43
H19	138.39	142.53	146.82	151.22	155.77	160.42	165.24	168.75	168.75	168.75	168.75	168.75	168.75	168.75	170.56	175.68	180.94	186.37	191.96	197.73
H20	131.25	131.25	131.25	131.25	131.25	134.31	138.35	142.49	146.76	151.17	155.71	160.39	165.19	170.15	175.25	180.50	185.91	191.50	197.24	203.16
H21	142.19	146.45	150.84	155.38	160.04	164.83	168.75	168.75	168.75	168.75	168.75	168.75	168.75	170.15	175.25	180.50	185.91	191.50	197.24	203.16
H22	146.10	150.49	155.00	159.65	164.44	168.75	168.75	168.75	168.75	168.75	168.75	168.75	169.74	174.83	180.07	185.46	191.04	196.76	202.67	208.75
H23	150.12	154.63	159.28	164.05	168.75	168.75	168.75	168.75	168.75	168.75	168.75	169.32	174.39	179.63	185.02	190.58	196.29	202.18	208.24	214.49
H24	154.25	158.89	163.64	168.55	168.75	168.75	168.75	168.75	168.75	168.75	168.91	173.98	179.21	184.57	190.11	195.81	201.69	207.74	213.98	220.39
H25	158.50	163.25	168.14	168.75	168.75	168.75	168.75	168.75	168.75	168.75	173.56	178.76	184.12	189.65	195.34	201.19	207.24	213.45	219.86	226.45
H26	168.75	168.75	168.75	168.75	168.75	168.75	171.88	177.03	182.33	187.82	193.45	199.25	205.23	211.39	217.72	224.26	230.98	237.92	245.06	252.41
H27	168.75	168.75	168.75	168.75	168.75	171.45	176.61	181.90	187.36	192.99	198.78	204.73	210.88	217.20	223.72	230.44	237.34	244.46	251.81	259.34

## RELIEF PHYSICIAN SCHEDULE

Specialty Code	Medical Specialty	Schedule
51	Anesthesiology	H21
52	Dermatology	H17
53	Emergency Medicine	H14
54	Family Practice	H05
55	Int Med-General/ Endocrinology	H05
56	Int Med-Cardiology (Invasive)	H19
57	Int Med-Cardiology (Non-Invasive)	H10
58	Int Med-Critical Care	H13
59	Int Med-Gastro (Invasive)	H16
60	Int Med-Gastro (Non-Invasive)	H07
61	Int Med-Hematology/Oncology	H12
62	Int Med-Infectious Disease	H02
63	Int Med-Nephrology	H04
64	Int Med-Pulmonary (Invasive)	H06
65	Int Med-Pulmonary (Non-Invasive)	H03
66	Int Med-Rheumatology	H02
67	Neurology	H04
68	Nuclear Medicine	H11
69	ObGyn-General	H13
70	ObGyn-Gynecologic Oncology	H21
71	ObGyn-Maternal/Fetal Medicine	H20
72	Otolaryngology	H23
73	Pathology	H06
74	Pathology-Forensic	H10
75	Pediatrics	H01
76	Pediatrics - Neonatal/Critical Care	H15
77	Physical Medicine and Rehabilitation	H08
78	Preventive Medicine	H03
79	Psychiatry	H09
80	Radiology-General/Diagnostic	H22
81	Radiology-Vasc/Int Diagnostic	H25
82	Surgery-Cardio Thoracic	H27
83	Surgery-General	H24
84	Surgery-Neurological	H27
85	Surgery-Ophthalmology	H18
86	Surgery-Orthopedics	H27
87	Surgery-Pediatric	H27
88	Surgery-Plastic	H26
89	Surgery-Urologic	H21
90	Surgery-Vascular	H24