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 15th day of April, 2008,

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")

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR., County Counsel

By _____
Deputy

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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 has 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 January 1, 2008. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2009.

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, 2009 to June 30, 2009.

Negotiations shall begin no later than July 12, 2009. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2009, 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 2 of this MOU.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE
5475	Physician, MD, Megaflex	1/1/2008 1/1/2009	N42
5474	Physician, Non-Megaflex	1/1/2008 1/1/2009	N43
5455	Physician, Specialist, Megaflex	1/1/2008 1/1/2009	N42
5476	Physician Specialist, Non-Megaflex	1/1/2008 1/1/2009	N43

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:

Code	Medical Specialty	Range
01	Anesthesiology	D24
02	Dermatology	D19
03	Emergency Medicine	D17
04	Family Practice	D06
05	Internal Medicine – General/Endocrinology	D05
06	Internal Medicine – Cardiology (Invasive)	D20
07	Internal Medicine – Cardiology (Non-Invasive)	D09
08	Internal Medicine – Critical Care	D17
09	Internal Medicine – Gastro (Invasive)	D20
10	Internal Medicine – Gastro (Non-Invasive)	D05
11	Internal Medicine – Hematology/Oncology	D14
12	Internal Medicine – Infectious Disease	D05
13	Internal Medicine – Nephrology	D08
14	Internal Medicine – Pulmonary (Invasive)	D10
15	Internal Medicine – Pulmonary (Non-Invasive)	D05
16	Internal Medicine – Rheumatology	D05
17	Neurology	D05
18	Nuclear Medicine	D15
19	OB/Gyn – General	D17
20	OB/Gyn – Gynecologic Oncology	D26
21	OB/Gyn – Maternal/Fetal Medicine	D21
22	Otolaryngology	D24
23	Pathology	D10
24	Pathology – Forensic	D14

25	Pediatrics	D04
26	Pediatrics – Neonatal/Critical Care	D14
27	Physical Medicine and Rehabilitation	D07
28	Preventive Medicine	D06
Code	Medical Specialty	Range
29	Psychiatry	D13
30	Radiology – General/Diagnostic	D27
31	Radiology – Vascular/Internal Diagnostic	D30
32	Surgery – Cardio-Thoracic	D30
33	Surgery – General	D24
34	Surgery – Neurological	D30
35	Surgery – Ophthalmology	D24
36	Surgery – Orthopedics	D30
37	Surgery – Pediatric	D30
38	Surgery – Plastic	D29
39	Surgery – Urologic	D24
40	Surgery – Vascular	D29

The salaries shall be based on the effective D Schedule provided for in Part 4 of Section 6.26.040 of the Los Angeles County Code. The effective salary schedule is also included in Attachment A of this Memorandum of Understanding.

A. 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.

B. Salary upon Transition to Schedule D

Physicians who were employed by the County before the date of Board approval of this MOU who were not receiving stipends and who were compensated pursuant to Part 2 of Section 6.08 (Physician Pay Plan) shall be placed on the nearest step in the designated D range that does not result in a reduction in base salary. "Base salary" is defined as the sum of:

- grid salary
- 3% additional compensation, and
- specialty bonus as described in Section 6.08.240 (H), (I), (J) (K) and (L) of the County Code.

Effective January 1, 2008, the range shall be advanced by 3%.

C. 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.

UAPD and the County agree to reopen this contract for the sole purpose of developing performance standards and the method of recording compliance with the standards. The parties will make every reasonable effort to complete the reopener by July 1, 2008. Physicians eligible to receive step advances compensated pursuant to this section who are employed by the County as of January 1, 2008 and who have at least one year of service as of that date, will receive their first step advance on July 1, 2008. This will establish a new anniversary date.

SECTION 2. – 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.

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

The salaries shall be based on the effective P Schedule provided for in Section 6.26.040 of the Los Angeles County Code. The effective salary schedule is also included 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.

When the Board approves a new affiliation agreement with the medical school that is paying the stipend, and a physician is no longer receiving said stipend, he/she shall be compensated under Physician Pay Schedule D.

A. Salary upon Transition to Schedule D

Physicians who were employed by the County before the date of Board approval of this MOU who were receiving stipends and who were compensated pursuant to Part 2 of

Section 6.08 (Physician Pay Plan) shall be placed on the nearest step in the designated D range that does not result in a reduction in base salary. "Base salary" is defined as the sum of:

- grid salary
- former stipend amount
- 3% additional compensation, and
- specialty bonus as described in Section 6.08.240 (H), (I), (J) (K) and (L) of the County Code.

If new medical school affiliation agreements are not approved by May 31, 2008, the parties agree to reopen this contract for the sole purpose of reevaluating the status of employees compensated under Schedule P.

B. Step Advancement under Schedule P

a. 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.

b. 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.

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.

c. Grievances arising out of this Section shall be processed as follows:

(1) 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.

(2) 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.

(3) 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.

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) Saving 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 PRACTICES

Section 1, Home Care Compensation

Whenever it is medically required for a physician to provide medical services in a patient's home during other than his normally scheduled workday, his total compensation shall be $30.00 per home call. Payment for such services requires prior approval by the Chief Executive Officer.

Section 2. 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.

Section 3. 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.

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.

c. Whenever a physician is assigned to standby duty in connection with the Home Care Program, he/she shall receive $25.00 for each 12 hours, or major portion thereof, of such duty. Such compensation shall constitute the physician's total compensation during said assignment, irrespective of whether or not standby duty results in a return to the work site, a visit to a patient's home, or a telephone consultation. Assignment to standby duty requires the prior annual authorization of the Chief Executive Officer.

Section 4. 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.

Section 5. 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 6. 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 7. 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 15th of the month, and once for the period of the 16th 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.

Section 8. 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.

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 SAFETY

Section 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.

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 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 TRANSFERS

Section 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. Involuntary 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 10 business days' written notice.

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

ARTICLE 16 GRIEVANCE PROCEDURE

Section 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 ERRORS

Section 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 1,2009 through March 15, 2009 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 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 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 may be allowed up to ten (10) days or eighty (80) hours per calendar year for 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 five (5) days or forty (40) hours may be home study.

Part-time physicians on permanent status working at least 20 hours per week may be allowed up to five (5) days or forty (40) hours per calendar year for 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 requires prior management approval. Such approval shall not be unreasonably denied.

There shall be no accumulation of Continuing Medical Education leave.

ARTICLE 22 LEGAL REPRESENTATION

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. Management will consult with UAPD in accordance with Los Angeles County Code Section 5.04.090 (A) and

will explore the feasibility of providing legal representation to physicians in actions taken against the physician by the Medical Board of California.

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.

ARTICLE 25 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 will include the name, employee number, department, time base, item number and work location.

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.

UAPD
5777 West Century Boulevard, Suite 880
Los Angeles, California 90045

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, but no later than sixty (60) days, after approval of this Memorandum of Understanding by the Board of Supervisors, unless otherwise mutually agreed upon. 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 28 CONTRACTING 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 will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Executive Officer, the Labor Relations Office will arrange to meet with representatives of the Union to advise them of this action within ten (10) 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 will 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: 5777 West Century Boulevard, Suite 880, Los Angeles, California 90045; 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.

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

By John Murillo

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Chief Executive Officer

By _____
HealthServices

By _____
Public Health

By _____
Chief Medical Examiner- Coroner

By _____
Sheriff

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

For the union

John Murillo, UAPD

Rex Cheng, MD, Harbor-UCLA

Shahid Khan, MD, High Desert

Michael Medici, MD, Hudson CHC

Janice Nelson, MD, LAC-USC

L.L. Nelson, MD, Public Health

Pedro Ortiz-Colom, MD, Coroner

Orlando Rile, MD, Sheriff

Gary Posner, MD, Olive View

Alice Singleton, MD, MLK

Eduardo Velayos, MD, Rancho

For the County

Rhonda Albey, CEO

Gail Anderson, MD, Harbor-UCLA

Denise Corvera, Sheriff

Diane Franklin, Coroner

Jeff Gunzenhauser, MD, Public Health

Deborah Jackson, DHS

Lewis Lewis, DHS

Luz Luna, DHS

Ben Menjivar, DHS

Charles Stewart, MD, Rancho

LaTosha Thomas, DHS

Shelby Washington, Public Health

PHYSICIAN D SCHEDULE TABLE
Implementation Schedule
Attachment "A"

Sch Num	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
01	6,901	7,108	7,321	7,541	7,767	8,000	8,240	8,487	8,742	9,004	9,274	9,552	-	-	-	-	-	-	-	-
02	7,691	7,922	8,160	8,405	8,657	8,917	9,185	9,461	9,745	10,037	10,338	10,648	10,967	11,296	11,635	11,984	12,344	12,714	13,095	13,488
03	7,903	8,140	8,384	8,636	8,895	9,162	9,437	9,720	10,012	10,312	10,621	10,940	11,268	11,606	11,954	12,313	12,682	13,062	13,454	13,858
04	8,120	8,364	8,615	8,873	9,139	9,413	9,695	9,986	10,286	10,595	10,913	11,240	11,577	11,924	12,282	12,650	13,030	13,421	13,824	14,239
05	8,343	8,593	8,851	9,117	9,391	9,673	9,963	10,262	10,570	10,887	11,214	11,550	11,897	12,254	12,622	13,001	13,391	13,793	14,207	14,633
06	8,573	8,830	9,095	9,368	9,649	9,938	10,236	10,543	10,859	11,185	11,521	11,867	12,223	12,590	12,968	13,357	13,758	14,171	14,596	15,034
07	8,808	9,072	9,344	9,624	9,913	10,210	10,516	10,831	11,156	11,491	11,836	12,191	12,557	12,934	13,322	13,722	14,134	14,558	14,995	15,445
08	9,051	9,323	9,603	9,891	10,188	10,494	10,809	11,133	11,467	11,811	12,165	12,530	12,906	13,293	13,692	14,103	14,526	14,962	15,411	15,873
09	9,299	9,578	9,865	10,161	10,466	10,780	11,103	11,436	11,779	12,132	12,496	12,871	13,257	13,655	14,065	14,487	14,922	15,370	15,831	16,306
10	9,555	9,842	10,137	10,441	10,754	11,077	11,409	11,751	12,104	12,467	12,841	13,226	13,623	14,032	14,453	14,887	15,334	15,794	16,268	16,756
11	9,818	10,113	10,416	10,728	11,050	11,382	11,723	12,075	12,437	12,810	13,194	13,590	13,998	14,418	14,851	15,297	15,756	16,229	16,716	17,217
12	10,088	10,391	10,703	11,024	11,355	11,696	12,047	12,408	12,780	13,163	13,558	13,965	14,384	14,816	15,260	15,718	16,190	16,676	17,176	17,691
13	10,365	10,676	10,996	11,326	11,666	12,016	12,376	12,747	13,129	13,523	13,929	14,347	14,777	15,220	15,677	16,147	16,631	17,130	17,644	18,173
14	10,650	10,970	11,299	11,638	11,987	12,347	12,717	13,099	13,492	13,897	14,314	14,743	15,185	15,641	16,110	16,593	17,091	17,604	18,132	18,676
15	10,943	11,271	11,609	11,957	12,316	12,685	13,066	13,458	13,862	14,278	14,706	15,147	15,601	16,069	16,551	17,048	17,559	18,086	18,629	19,188
16	11,244	11,581	11,928	12,286	12,655	13,035	13,426	13,829	14,244	14,671	15,111	15,564	16,031	16,512	17,007	17,517	18,043	18,584	19,142	19,716
17	11,553	11,900	12,257	12,625	13,004	13,394	13,796	14,210	14,636	15,075	15,527	15,993	16,473	16,967	17,476	18,000	18,540	19,096	19,669	20,259
18	11,871	12,227	12,594	12,972	13,361	13,762	14,175	14,600	15,038	15,489	15,954	16,433	16,926	17,434	17,957	18,496	19,051	19,623	20,212	20,818
19	12,198	12,564	12,941	13,329	13,729	14,141	14,565	15,002	15,452	15,916	16,393	16,885	17,392	17,914	18,451	19,005	19,575	20,162	20,767	21,390
20	12,533	12,909	13,296	13,695	14,106	14,529	14,965	15,414	15,876	16,352	16,843	17,348	17,868	18,404	18,956	19,525	20,111	20,714	21,335	21,975
21	12,878	13,264	13,662	14,072	14,494	14,929	15,377	15,838	16,313	16,802	17,306	17,825	18,360	18,911	19,478	20,062	20,664	21,284	21,923	22,581
22	13,232	13,629	14,038	14,459	14,893	15,340	15,800	16,274	16,762	17,265	17,783	18,316	18,865	19,431	20,014	20,614	21,232	21,869	22,525	23,201
23	13,596	14,004	14,424	14,857	15,303	15,762	16,235	16,722	17,224	17,741	18,273	18,821	19,386	19,968	20,567	21,184	21,820	22,475	23,149	23,843
24	13,970	14,389	14,821	15,266	15,724	16,196	16,682	17,182	17,697	18,228	18,775	19,338	19,918	20,516	21,131	21,765	22,418	23,091	23,784	24,498
25	14,354	14,785	15,229	15,686	16,157	16,642	17,141	17,655	18,185	18,731	19,293	19,872	20,468	21,082	21,714	22,365	23,036	23,727	24,439	25,172
26	14,748	15,190	15,646	16,115	16,598	17,096	17,609	18,137	18,681	19,241	19,818	20,413	21,025	21,656	22,306	22,975	23,664	24,374	25,105	25,858
27	15,154	15,609	16,077	16,559	17,056	17,568	18,095	18,638	19,197	19,773	20,366	20,977	21,606	22,254	22,922	23,610	24,318	25,048	25,799	26,573
28	15,571	16,038	16,519	17,015	17,525	18,051	18,593	19,151	19,726	20,318	20,928	21,556	22,203	22,869	23,555	24,262	24,990	25,740	26,512	27,307
29	15,999	16,479	16,973	17,482	18,006	18,546	19,102	19,675	20,265	20,873	21,499	22,144	22,808	23,492	24,197	24,923	25,671	26,441	27,234	28,051
30	16,439	16,932	17,440	17,963	18,502	19,057	19,629	20,218	20,825	21,450	22,094	22,757	23,440	24,143	24,867	25,613	26,381	27,172	27,987	28,827
31	16,891	17,398	17,920	18,458	19,012	19,582	20,169	20,774	21,397	22,039	22,700	23,381	24,082	24,804	25,548	26,314	27,103	27,916	28,753	29,616
32	17,356	17,877	18,413	18,965	19,534	20,120	20,724	21,346	21,986	22,646	23,325	24,025	24,746	25,488	26,253	27,041	27,852	28,688	29,549	30,435
33	17,833	18,368	18,919	19,487	20,072	20,674	21,294	21,933	22,591	23,269	23,967	24,686	25,427	26,190	26,976	27,785	28,619	29,478	30,362	31,273
34	18,323	18,873	19,439	20,022	20,623	21,242	21,879	22,535	23,211	23,907	24,624	25,363	26,124	26,908	27,715	28,546	29,402	30,284	31,193	32,129
35	18,827	19,392	19,974	20,573	21,190	21,826	22,481	23,155	23,850	24,566	25,303	26,062	26,844	27,649	28,478	29,332	30,212	31,118	32,052	33,014
36	19,345	19,925	20,523	21,139	21,773	22,426	23,099	23,792	24,506	25,241	25,998	26,778	27,581	28,408	29,260	30,138	31,042	31,973	32,932	33,920
37	19,877	20,473	21,087	21,720	22,372	23,043	23,734	24,446	25,179	25,934	26,712	27,513	28,338	29,188	30,064	30,966	31,895	32,852	33,838	34,853
38	20,423	21,036	21,667	22,317	22,987	23,677	24,387	25,119	25,873	26,649	27,448	28,271	29,119	29,993	30,893	31,820	32,775	33,758	34,771	35,814
39	20,985	21,615	22,263	22,931	23,619	24,328	25,058	25,810	26,584	27,382	28,203	29,049	29,920	30,818	31,743	32,695	33,676	34,686	35,727	36,799
40	21,562	22,209	22,875	23,561	24,268	24,996	25,746	26,518	27,314	28,133	28,977	29,846	30,741	31,663	32,613	33,591	34,599	35,637	36,706	37,807

PHYSICIAN D SCHEDULE TABLE
Effective January 1, 2008
Attachment "A"

Sch Num	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
01	7,108	7,321	7,541	7,767	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	-	-	-	-	-	-	-	-
02	7,922	8,160	8,405	8,657	8,917	9,185	9,461	9,745	10,037	10,338	10,648	10,967	11,296	11,635	11,984	12,344	12,714	13,095	13,488	13,893
03	8,140	8,384	8,636	8,895	9,162	9,437	9,720	10,012	10,312	10,621	10,940	11,268	11,606	11,954	12,313	12,682	13,062	13,454	13,858	14,274
04	8,364	8,615	8,873	9,139	9,413	9,695	9,986	10,286	10,595	10,913	11,240	11,577	11,924	12,282	12,650	13,030	13,421	13,824	14,239	14,666
05	8,593	8,851	9,117	9,391	9,673	9,963	10,262	10,570	10,887	11,214	11,550	11,897	12,254	12,622	13,001	13,391	13,793	14,207	14,633	15,072
06	8,830	9,095	9,368	9,649	9,938	10,236	10,543	10,859	11,185	11,521	11,867	12,223	12,590	12,968	13,357	13,758	14,171	14,596	15,034	15,485
07	9,072	9,344	9,624	9,913	10,210	10,516	10,831	11,156	11,491	11,836	12,191	12,557	12,934	13,322	13,722	14,134	14,558	14,995	15,445	15,908
08	9,323	9,603	9,891	10,188	10,494	10,809	11,133	11,467	11,811	12,165	12,530	12,906	13,293	13,692	14,103	14,526	14,962	15,411	15,873	16,349
09	9,578	9,865	10,161	10,466	10,780	11,103	11,436	11,779	12,132	12,496	12,871	13,257	13,655	14,065	14,487	14,922	15,370	15,831	16,306	16,795
10	9,842	10,137	10,441	10,754	11,077	11,409	11,751	12,104	12,467	12,841	13,226	13,623	14,032	14,453	14,887	15,334	15,794	16,268	16,756	17,259
11	10,113	10,416	10,728	11,050	11,382	11,723	12,075	12,437	12,810	13,194	13,590	13,998	14,418	14,851	15,297	15,756	16,229	16,716	17,217	17,734
12	10,391	10,703	11,024	11,355	11,696	12,047	12,408	12,780	13,163	13,558	13,965	14,384	14,816	15,260	15,718	16,190	16,676	17,176	17,691	18,222
13	10,676	10,996	11,326	11,666	12,016	12,376	12,747	13,129	13,523	13,929	14,347	14,777	15,220	15,677	16,147	16,631	17,130	17,644	18,173	18,718
14	10,970	11,299	11,638	11,987	12,347	12,717	13,099	13,492	13,897	14,314	14,743	15,185	15,641	16,110	16,593	17,091	17,604	18,132	18,676	19,236
15	11,271	11,609	11,957	12,316	12,685	13,066	13,458	13,862	14,278	14,706	15,147	15,601	16,069	16,551	17,048	17,559	18,086	18,629	19,188	19,764
16	11,581	11,928	12,286	12,655	13,035	13,426	13,829	14,244	14,671	15,111	15,564	16,031	16,512	17,007	17,517	18,043	18,584	19,142	19,716	20,307
17	11,900	12,257	12,625	13,004	13,394	13,796	14,210	14,636	15,075	15,527	15,993	16,473	16,967	17,476	18,000	18,540	19,096	19,669	20,259	20,867
18	12,227	12,594	12,972	13,361	13,762	14,175	14,600	15,038	15,489	15,954	16,433	16,926	17,434	17,957	18,496	19,051	19,623	20,212	20,818	21,443
19	12,564	12,941	13,329	13,729	14,141	14,565	15,002	15,452	15,916	16,393	16,885	17,392	17,914	18,451	19,005	19,575	20,162	20,767	21,390	22,032
20	12,909	13,296	13,695	14,106	14,529	14,965	15,414	15,876	16,352	16,843	17,348	17,868	18,404	18,956	19,525	20,111	20,714	21,335	21,975	22,634
21	13,264	13,662	14,072	14,494	14,929	15,377	15,838	16,313	16,802	17,306	17,825	18,360	18,911	19,478	20,062	20,664	21,284	21,923	22,581	23,258
22	13,629	14,038	14,459	14,893	15,340	15,800	16,274	16,762	17,265	17,783	18,316	18,865	19,431	20,014	20,614	21,232	21,869	22,525	23,201	23,897
23	14,004	14,424	14,857	15,303	15,762	16,235	16,722	17,224	17,741	18,273	18,821	19,386	19,968	20,567	21,184	21,820	22,475	23,149	23,843	24,558
24	14,389	14,821	15,266	15,724	16,196	16,682	17,182	17,697	18,228	18,775	19,338	19,918	20,516	21,131	21,765	22,418	23,091	23,784	24,498	25,233
25	14,785	15,229	15,686	16,157	16,642	17,141	17,655	18,185	18,731	19,293	19,872	20,468	21,082	21,714	22,365	23,036	23,727	24,439	25,172	25,927
26	15,190	15,646	16,115	16,598	17,096	17,609	18,137	18,681	19,241	19,818	20,413	21,025	21,656	22,306	22,975	23,664	24,374	25,105	25,858	26,634
27	15,609	16,077	16,559	17,056	17,568	18,095	18,638	19,197	19,773	20,366	20,977	21,606	22,254	22,922	23,610	24,318	25,048	25,799	26,573	27,370
28	16,038	16,519	17,015	17,525	18,051	18,593	19,151	19,726	20,318	20,928	21,556	22,203	22,869	23,555	24,262	24,990	25,740	26,512	27,307	28,126
29	16,479	16,973	17,482	18,006	18,546	19,102	19,675	20,265	20,873	21,499	22,144	22,808	23,492	24,197	24,923	25,671	26,441	27,234	28,051	28,893
30	16,932	17,440	17,963	18,502	19,057	19,629	20,218	20,825	21,450	22,094	22,757	23,440	24,143	24,867	25,613	26,381	27,172	27,987	28,827	29,692
31	17,398	17,920	18,458	19,012	19,582	20,169	20,774	21,397	22,039	22,700	23,381	24,082	24,804	25,548	26,314	27,103	27,916	28,753	29,616	30,504
32	17,877	18,413	18,965	19,534	20,120	20,724	21,346	21,986	22,646	23,325	24,025	24,746	25,488	26,253	27,041	27,852	28,688	29,549	30,435	31,348
33	18,368	18,919	19,487	20,072	20,674	21,294	21,933	22,591	23,269	23,967	24,686	25,427	26,190	26,976	27,785	28,619	29,478	30,362	31,273	32,211
34	18,873	19,439	20,022	20,623	21,242	21,879	22,535	23,211	23,907	24,624	25,363	26,124	26,908	27,715	28,546	29,402	30,284	31,193	32,129	33,093
35	19,392	19,974	20,573	21,190	21,826	22,481	23,155	23,850	24,566	25,303	26,062	26,844	27,649	28,478	29,332	30,212	31,118	32,052	33,014	34,004
36	19,925	20,523	21,139	21,773	22,426	23,099	23,792	24,506	25,241	25,998	26,778	27,581	28,408	29,260	30,138	31,042	31,973	32,932	33,920	34,938
37	20,473	21,087	21,720	22,372	23,043	23,734	24,446	25,179	25,934	26,712	27,513	28,338	29,188	30,064	30,966	31,895	32,852	33,838	34,853	35,899
38	21,036	21,667	22,317	22,987	23,677	24,387	25,119	25,873	26,649	27,448	28,271	29,119	29,993	30,893	31,820	32,775	33,758	34,771	35,814	36,888
39	21,615	22,263	22,931	23,619	24,328	25,058	25,810	26,584	27,382	28,203	29,049	29,920	30,818	31,743	32,695	33,676	34,686	35,727	36,799	37,903
40	22,209	22,875	23,561	24,268	24,996	25,746	26,518	27,314	28,133	28,977	29,846	30,741	31,663	32,613	33,591	34,599	35,637	36,706	37,807	38,941

PHYSICIAN D SCHEDULE TABLE
Effective January 1, 2009
Attachment "A"

Sch Num	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
01	7,321	7,541	7,767	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	-	-	-	-	-	-	-	-
02	8,160	8,405	8,657	8,917	9,185	9,461	9,745	10,037	10,338	10,648	10,967	11,296	11,635	11,984	12,344	12,714	13,095	13,488	13,893	14,310
03	8,384	8,636	8,895	9,162	9,437	9,720	10,012	10,312	10,621	10,940	11,268	11,606	11,954	12,313	12,682	13,062	13,454	13,858	14,274	14,702
04	8,615	8,873	9,139	9,413	9,695	9,986	10,286	10,595	10,913	11,240	11,577	11,924	12,282	12,650	13,030	13,421	13,824	14,239	14,666	15,106
05	8,851	9,117	9,391	9,673	9,963	10,262	10,570	10,887	11,214	11,550	11,897	12,254	12,622	13,001	13,391	13,793	14,207	14,633	15,072	15,524
06	9,095	9,368	9,649	9,938	10,236	10,543	10,859	11,185	11,521	11,867	12,223	12,590	12,968	13,357	13,758	14,171	14,596	15,034	15,485	15,950
07	9,344	9,624	9,913	10,210	10,516	10,831	11,156	11,491	11,836	12,191	12,557	12,934	13,322	13,722	14,134	14,558	14,995	15,445	15,908	16,385
08	9,603	9,891	10,188	10,494	10,809	11,133	11,467	11,811	12,165	12,530	12,906	13,293	13,692	14,103	14,526	14,962	15,411	15,873	16,349	16,839
09	9,865	10,161	10,466	10,780	11,103	11,436	11,779	12,132	12,496	12,871	13,257	13,655	14,065	14,487	14,922	15,370	15,831	16,306	16,795	17,299
10	10,137	10,441	10,754	11,077	11,409	11,751	12,104	12,467	12,841	13,226	13,623	14,032	14,453	14,887	15,334	15,794	16,268	16,756	17,259	17,777
11	10,416	10,728	11,050	11,382	11,723	12,075	12,437	12,810	13,194	13,590	13,998	14,418	14,851	15,297	15,756	16,229	16,716	17,217	17,734	18,266
12	10,703	11,024	11,355	11,696	12,047	12,408	12,780	13,163	13,558	13,965	14,384	14,816	15,260	15,718	16,190	16,676	17,176	17,691	18,222	18,769
13	10,996	11,326	11,666	12,016	12,376	12,747	13,129	13,523	13,929	14,347	14,777	15,220	15,677	16,147	16,631	17,130	17,644	18,173	18,718	19,280
14	11,299	11,638	11,987	12,347	12,717	13,099	13,492	13,897	14,314	14,743	15,185	15,641	16,110	16,593	17,091	17,604	18,132	18,676	19,236	19,813
15	11,609	11,957	12,316	12,685	13,066	13,458	13,862	14,278	14,706	15,147	15,601	16,069	16,551	17,048	17,559	18,086	18,629	19,188	19,764	20,357
16	11,928	12,286	12,655	13,035	13,426	13,829	14,244	14,671	15,111	15,564	16,031	16,512	17,007	17,517	18,043	18,584	19,142	19,716	20,307	20,916
17	12,257	12,625	13,004	13,394	13,796	14,210	14,636	15,075	15,527	15,993	16,473	16,967	17,476	18,000	18,540	19,096	19,669	20,259	20,867	21,493
18	12,594	12,972	13,361	13,762	14,175	14,600	15,038	15,489	15,954	16,433	16,926	17,434	17,957	18,496	19,051	19,623	20,212	20,818	21,443	22,086
19	12,941	13,329	13,729	14,141	14,565	15,002	15,452	15,916	16,393	16,885	17,392	17,914	18,451	19,005	19,575	20,162	20,767	21,390	22,032	22,693
20	13,296	13,695	14,106	14,529	14,965	15,414	15,876	16,352	16,843	17,348	17,868	18,404	18,956	19,525	20,111	20,714	21,335	21,975	22,634	23,313
21	13,662	14,072	14,494	14,929	15,377	15,838	16,313	16,802	17,306	17,825	18,360	18,911	19,478	20,062	20,664	21,284	21,923	22,581	23,258	23,956
22	14,038	14,459	14,893	15,340	15,800	16,274	16,762	17,265	17,783	18,316	18,865	19,431	20,014	20,614	21,232	21,869	22,525	23,201	23,897	24,614
23	14,424	14,857	15,303	15,762	16,235	16,722	17,224	17,741	18,273	18,821	19,386	19,968	20,567	21,184	21,820	22,475	23,149	23,843	24,558	25,295
24	14,821	15,266	15,724	16,196	16,682	17,182	17,697	18,228	18,775	19,338	19,918	20,516	21,131	21,765	22,418	23,091	23,784	24,498	25,233	25,990
25	15,229	15,686	16,157	16,642	17,141	17,655	18,185	18,731	19,293	19,872	20,468	21,082	21,714	22,365	23,036	23,727	24,439	25,172	25,927	26,705
26	15,646	16,115	16,598	17,096	17,609	18,137	18,681	19,241	19,818	20,413	21,025	21,656	22,306	22,975	23,664	24,374	25,105	25,858	26,634	27,433
27	16,077	16,559	17,056	17,568	18,095	18,638	19,197	19,773	20,366	20,977	21,606	22,254	22,922	23,610	24,318	25,048	25,799	26,573	27,370	28,191
28	16,519	17,015	17,525	18,051	18,593	19,151	19,726	20,318	20,928	21,556	22,203	22,869	23,555	24,262	24,990	25,740	26,512	27,307	28,126	28,970
29	16,973	17,482	18,006	18,546	19,102	19,675	20,265	20,873	21,499	22,144	22,808	23,492	24,197	24,923	25,671	26,441	27,234	28,051	28,893	29,760
30	17,440	17,963	18,502	19,057	19,629	20,218	20,825	21,450	22,094	22,757	23,440	24,143	24,867	25,613	26,381	27,172	27,987	28,827	29,692	30,583
31	17,920	18,458	19,012	19,582	20,169	20,774	21,397	22,039	22,700	23,381	24,082	24,804	25,548	26,314	27,103	27,916	28,753	29,616	30,504	31,419
32	18,413	18,965	19,534	20,120	20,724	21,346	21,986	22,646	23,325	24,025	24,746	25,488	26,253	27,041	27,852	28,688	29,549	30,435	31,348	32,288
33	18,919	19,487	20,072	20,674	21,294	21,933	22,591	23,269	23,967	24,686	25,427	26,190	26,976	27,785	28,619	29,478	30,362	31,273	32,211	33,177
34	19,439	20,022	20,623	21,242	21,879	22,535	23,211	23,907	24,624	25,363	26,124	26,908	27,715	28,546	29,402	30,284	31,193	32,129	33,093	34,086
35	19,974	20,573	21,190	21,826	22,481	23,155	23,850	24,566	25,303	26,062	26,844	27,649	28,478	29,332	30,212	31,118	32,052	33,014	34,004	35,024
36	20,523	21,139	21,773	22,426	23,099	23,792	24,506	25,241	25,998	26,778	27,581	28,408	29,260	30,138	31,042	31,973	32,932	33,920	34,938	35,986
37	21,087	21,720	22,372	23,043	23,734	24,446	25,179	25,934	26,712	27,513	28,338	29,188	30,064	30,966	31,895	32,852	33,838	34,853	35,899	36,976
38	21,667	22,317	22,987	23,677	24,387	25,119	25,873	26,649	27,448	28,271	29,119	29,993	30,893	31,820	32,775	33,758	34,771	35,814	36,888	37,995
39	22,263	22,931	23,619	24,328	25,058	25,810	26,584	27,382	28,203	29,049	29,920	30,818	31,743	32,695	33,676	34,686	35,727	36,799	37,903	39,040
40	22,875	23,561	24,268	24,996	25,746	26,518	27,314	28,133	28,977	29,846	30,741	31,663	32,613	33,591	34,599	35,637	36,706	37,807	38,941	40,109

PROPOSED PHYSICIAN P SCHEDULE TABLE
January 1, 2008
Attachment "B"

Sch Num	Step 01	02	03	04	05	06	07	08	09	10	11	12	13
01	7,108	7,303	7,504	7,710	7,922	8,140	8,364	8,594	8,830	9,073	9,323	9,579	-
02	7,922	8,140	8,364	8,593	8,830	9,072	9,323	9,578	9,842	10,113	10,391	10,676	10,970
03	8,140	8,364	8,593	8,830	9,072	9,323	9,578	9,842	10,113	10,391	10,676	10,970	11,271
04	8,364	8,593	8,830	9,072	9,323	9,578	9,842	10,113	10,391	10,676	10,970	11,271	11,581
05	8,593	8,830	9,072	9,323	9,578	9,842	10,113	10,391	10,676	10,970	11,271	11,581	11,900
06	8,830	9,072	9,323	9,578	9,842	10,113	10,391	10,676	10,970	11,271	11,581	11,900	12,227
07	9,072	9,323	9,578	9,842	10,113	10,391	10,676	10,970	11,271	11,581	11,900	12,227	12,564
08	9,323	9,578	9,842	10,113	10,391	10,676	10,970	11,271	11,581	11,900	12,227	12,564	12,909
09	9,578	9,842	10,113	10,391	10,676	10,970	11,271	11,581	11,900	12,227	12,564	12,909	13,264
10	9,842	10,113	10,391	10,676	10,970	11,271	11,581	11,900	12,227	12,564	12,909	13,264	13,629
11	10,113	10,391	10,676	10,970	11,271	11,581	11,900	12,227	12,564	12,909	13,264	13,629	14,004
12	10,391	10,676	10,970	11,271	11,581	11,900	12,227	12,564	12,909	13,264	13,629	14,004	14,389
13	10,676	10,970	11,271	11,581	11,900	12,227	12,564	12,909	13,264	13,629	14,004	14,389	14,785
14	10,970	11,271	11,581	11,900	12,227	12,564	12,909	13,264	13,629	14,004	14,389	14,785	15,192
15	11,271	11,581	11,900	12,227	12,564	12,909	13,264	13,629	14,004	14,389	14,785	15,192	15,610
16	11,581	11,900	12,227	12,564	12,909	13,264	13,629	14,004	14,389	14,785	15,192	15,610	16,039
17	11,900	12,227	12,564	12,909	13,264	13,629	14,004	14,389	14,785	15,192	15,610	16,039	16,480
18	12,227	12,564	12,909	13,264	13,629	14,004	14,389	14,785	15,192	15,610	16,039	16,480	16,933
19	12,564	12,909	13,264	13,629	14,004	14,389	14,785	15,192	15,610	16,039	16,480	16,933	17,399
20	12,909	13,264	13,629	14,004	14,389	14,785	15,192	15,610	16,039	16,480	16,933	17,399	17,877

PROPOSED PHYSICIAN P SCHEDULE TABLE
January 1, 2009
Attachment "B"

Sch Num	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step 10	Step 11	Step 12	Step 13
01	7,321	7,522	7,729	7,941	8,160	8,384	8,615	8,852	9,095	9,345	9,603	9,866	-
02	8,160	8,384	8,615	8,851	9,095	9,344	9,603	9,865	10,137	10,416	10,703	10,996	11,299
03	8,384	8,615	8,851	9,095	9,344	9,603	9,865	10,137	10,416	10,703	10,996	11,299	11,609
04	8,615	8,851	9,095	9,344	9,603	9,865	10,137	10,416	10,703	10,996	11,299	11,609	11,928
05	8,851	9,095	9,344	9,603	9,865	10,137	10,416	10,703	10,996	11,299	11,609	11,928	12,257
06	9,095	9,344	9,603	9,865	10,137	10,416	10,703	10,996	11,299	11,609	11,928	12,257	12,594
07	9,344	9,603	9,865	10,137	10,416	10,703	10,996	11,299	11,609	11,928	12,257	12,594	12,941
08	9,603	9,865	10,137	10,416	10,703	10,996	11,299	11,609	11,928	12,257	12,594	12,941	13,296
09	9,865	10,137	10,416	10,703	10,996	11,299	11,609	11,928	12,257	12,594	12,941	13,296	13,662
10	10,137	10,416	10,703	10,996	11,299	11,609	11,928	12,257	12,594	12,941	13,296	13,662	14,038
11	10,416	10,703	10,996	11,299	11,609	11,928	12,257	12,594	12,941	13,296	13,662	14,038	14,424
12	10,703	10,996	11,299	11,609	11,928	12,257	12,594	12,941	13,296	13,662	14,038	14,424	14,821
13	10,996	11,299	11,609	11,928	12,257	12,594	12,941	13,296	13,662	14,038	14,424	14,821	15,229
14	11,299	11,609	11,928	12,257	12,594	12,941	13,296	13,662	14,038	14,424	14,821	15,229	15,648
15	11,609	11,928	12,257	12,594	12,941	13,296	13,662	14,038	14,424	14,821	15,229	15,648	16,078
16	11,928	12,257	12,594	12,941	13,296	13,662	14,038	14,424	14,821	15,229	15,648	16,078	16,520
17	12,257	12,594	12,941	13,296	13,662	14,038	14,424	14,821	15,229	15,648	16,078	16,520	16,974
18	12,594	12,941	13,296	13,662	14,038	14,424	14,821	15,229	15,648	16,078	16,520	16,974	17,441
19	12,941	13,296	13,662	14,038	14,424	14,821	15,229	15,648	16,078	16,520	16,974	17,441	17,921
20	13,296	13,662	14,038	14,424	14,821	15,229	15,648	16,078	16,520	16,974	17,441	17,921	18,413