

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
MENTAL HEALTH PSYCHIATRISTS/  
DENTAL PROFESSIONALS UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered on this 22<sup>nd</sup> day of  
April, 2014,

BY AND BETWEEN

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

AND

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

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ARTICLE 1      PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; 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 understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

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, (hereinafter UAPD) was certified on October 27, 2003, by County's Employee Relations Commission (Employee Relations Commission ACR 10-03) as the majority representative of County Employees in the Mental Health Psychiatrists/Dental Personnel Employee 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" as 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            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 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 4            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. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including Title 6 of the Los Angeles County Code, required to implement the full provisions of articles; 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 by 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 5      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 6            RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from June 15, 2015, through July 1, 2015, its written request to commence negotiations as well as its full and complete proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than July 15, 2015. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 7            SALARIES

Section 1.            Recommended Salary Adjustment

The parties jointly agree, subject to the Board of Supervisors' declaration of a Financial Crisis as defined in Section 1(A), to recommend to County's Board of Supervisors that the compensation of employees in this unit shall be as provided as follows:

Mental Health Psychiatrist:

Effective December 1, 2013 the compensation for Mental Health Psychiatrist (Item #4735) shall be as provided for in the Physicians Pay Plan when the Board adopts and implements the salaries applicable to employees in the Unit on the dates and in the manner indicated.

The salaries shall be based on range D13 as provided for in Attachment A of this MOU.

Salary upon Transition to Schedule D

Mental Health Psychiatrists who were employed by the County before the date of Board approval of this MOU shall be placed on the nearest step in the D13 range that does not result in a reduction in base salary. "Base salary" is defined as grid salary exclusive of any bonuses.

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.

Step Advancement under Schedule D

Mental Health Psychiatrists 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.

Mental Health Services Act

To enhance DMH's potential for revenue under the Mental Health Services Act, the parties agree that Mental Health Psychiatrists (Item No. 4735) in clinical staff assignments will adhere to industry standards requiring that 65% of their work hours be spent on direct patient services.

The parties further agree that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4751	DENTAL HYGIENIST	CURRENT	NM	85C	4218.91	5533.45
		12/01/2013	NM	85L	4302.55	5643.27
		10/01/2014	NM	86H	4388.73	5756.27
		02/01/2015	NM	87E	4476.36	5871.18
4767	DENTAL SPECIALIST	CURRENT	N3MW	108F	8840.09	10982.45
		12/01/2013	N3MW	113D	10074.00	12514.27
		10/01/2014	N3MW	114A	10274.00	12763.00
		02/01/2015	N3MW	114J	10479.82	13018.27
4763	DENTIST	CURRENT	NMW	104F	7115.73	9852.82
		12/01/2013	NMW	109D	8109.27	11228.45
		10/01/2014	NMW	110A	8270.00	11451.00
		02/01/2015	NMW	110J	8435.09	11680.09
4735	MENTAL HEALTH PSYCHIATRIST	CURRENT	N42	D13		
		12/01/2013	N42	D13		
		10/01/2014	N42	D13		
		02/01/2015	N42	D13		
4766	SENIOR DENTIST	CURRENT	N2MW	107A	8049.00	10557.00
		12/01/2013	N2MW	107J	8209.73	10767.91
		10/01/2014	N2MW	108F	8373.18	10982.45
		02/01/2015	N2MW	109C	8539.55	11200.64
4772	VISITING DENTIST	CURRENT		FS		236.05
		12/01/2013		FS		240.77
		10/01/2014		FS		245.59
		02/01/2015		FS		250.50
4773	VISITING DENTIST	CURRENT		FD		472.00
		12/01/2013		FD		481.44
		10/01/2014		FD		491.07
		02/01/2015		FD		500.89

## Section 2. Step Advancement for Dental Professionals

- a. Full-time permanent employees in this Unit who are below the top step of their respective salary ranges and who are eligible for 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 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 to 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 to 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 agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

### Section 3. Salaries

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

Section 4.            Assignment of Incentive Payments

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

To help achieve this, eligible professionals (as defined by the Centers for Medicare and Medicaid Services or CMS) in this bargaining unit will participate in the EHR Incentive Program registration and qualification process, and execute an Electronic Health Records Payment Assignment Form authorizing assignment of EHR incentive payments to the Department of Mental Health. Eligible professionals that are currently utilizing the EHR Incentive will be dealt with on a case-by-case basis.

On a one-time basis, The County agrees to establish a training fund in the amount of \$400,000 for training related to Health Care Reform issues. The fund will be administered by a joint labor-management committee, composed of three members selected by UAPD and three members selected by management. Any programs selected for funding will be subject to CEO approval. This provision will expire on September 30, 2015, and may be renewed only through joint agreement of UAPD and the County.

ARTICLE 8            SPECIAL PAY PRACTICES

Section 1.            Detention and Correctional Facilities Assignment

Any person employed by the Department of Mental Health in a position of Mental Health Psychiatrist (Item No. 4735) and who is permanently assigned to work in a Los Angeles County detention or correctional facility shall receive an additional 5.5 percent above compensation provided for in this Article 7. Compensation pursuant to this Section does not constitute a base rate.

Section 2.            Drug Enforcement Agency (DEA) License Fee Waiver

Upon request by a permanent, full-time Mental Health Psychiatrist (Item No. 4735), Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767), the Department will complete a request to the Drug Enforcement Agency (DEA) to waive the DEA License Fee.

Section 3.            Board Certification

Any persons appointed to the position of Mental Health Psychiatrist, who has obtained certification by the appropriate American Medical Specialty Board in the specialty to which he/her is assigned, shall receive additional compensation as follows:

- a. Any person appointed to the position of Mental Health Psychiatrist 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 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 Mental Health Psychiatrist, shall receive a flat rate monthly bonus equal to 5.5 percent of the step on the appropriate 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.
- c. Any person who ceases to be eligible for any credit provided in this Section shall cease to receive said credit.

Section 4.                    Standby Pay

Whenever a permanent, full-time Mental Health Psychiatrist (Item No. 4735), Dentist (Item No. 4763), Senior Dentist (Item No. 4766), or Dental Specialist (Item No. 4767) is assigned regularly scheduled periods of standby service at off-duty times, which assignments cause inconvenience and restrict normal activity during such off-duty periods, the employee shall receive \$7.00 per hour during said assignment. Assignment to standby duty requires the prior annual authorization of the Chief Executive Officer.

No combination of standby pay and/or overtime compensation shall exceed 60 percent of a physician's base monthly salary, calculated twice each month; once for the period of the 1st through the 15th of the month and once for the period of the 16th through the end of the month.

In no event shall a Mental Health Psychiatrist (Item No. 4735), Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767) receive compensation for overtime during a period of standby duty.

Section 5                    Certification bonus for more than one specialty

UAPD and the County agree to meet within 180 days of Board of Supervisors' approval of this MOU to discuss the feasibility of creating a 2.75% bonus for providers who have Board certification in more than one specialty. If it is determined to be feasible, the parties agree to discuss guidelines for implementation during the next negotiations for a successor MOU.

ARTICLE 9            EMPLOYEE BENEFITS

Section 1.

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

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 of UAPD; and
- E. Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

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

ARTICLE 11HEALTH AND SAFETYSection 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. 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 practice, 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, any employee has the right to submit the matter either personally or through the steward to his/her department head or his/her designated representative who will respond in writing within 10 business days.

If the employee or his representative is not satisfied with the response of the department head or his/her designated representative, the Union may consult with the Environmental Health Division of the Chief Executive Office, or his designate. A representative of such branch shall respond to the department head and the Union within ten (10) days. If the Union is not satisfied with the response of the Chief of the Environmental Health Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 14 (Grievance Procedure). During such ten (10) days, consultation between the department head and the Union will take place.

Section 2.

Management and UAPD agree that Williams-Steiger Occupational Safety and Health Act of

1970, the California Occupational Safety and Health Act of 1973, and California Senate Bill 198 shall be binding on both parties.

Section 3.            Safety Training

Management will provide Management of Assaultive Behavior Training once per year and a fire and earthquake drill at least every six (6) months in each department-controlled facility.

Section 4.            Safety Committee

Each Mental Health Clinic shall have a health and safety committee.

The responsibilities of the committee shall be to:

Alert management to all safety and security concerns, including identifying potential safety, health, and security problems in the clinic before they become immediate, and make recommendations to management for their solution.

Annually, or at other times as conditions warrant, review existing office safety procedures and make recommendations to management for improvements and other alterations to meet changing safety, security, and health conditions.

Obtain comments and other input from staff on safety, security, and health conditions in the clinic and suggestions for improvements.

Provide input to clinic management for the office's fire and earthquake procedures and participate in planning and conduct of fire and earthquake drills.

Oversee regular inspections of equipment and environment as they relate to safety, security, and health conditions in the clinic.

Provide to clinic management recommendations for various safety training programs for staff, such as "Management of Assaultive Behavior."

The committee shall be composed of the clinic's safety officer, one management representative, and one clinic employee, mutually selected by the unions, representing all of the clinic employees in certified bargaining units.

The committee shall meet monthly on County time. The recommendations of the committee shall be advisory in nature.

Section 5.            First Aid Kits

Management shall maintain adequate first aid kits at all work facilities.

Section 6.            Emergency Alarm Systems

Sheriff's Department management shall maintain emergency alarm systems, including the personal alarms and panic buttons, in accordance with applicable Department and State standards. The Department of Mental Health shall make every reasonable effort to

regularly inspect and maintain panic buttons wherever they are currently installed in DMH-controlled facilities.

Testing and inspection reports may be reviewed upon request by UAPD.

## 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), employees' 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.        Work Day

For full-time employee, eight (8) hours shall constitute a regular work day, 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 (Except 4/10, 9/80). Upon request, a Unit member may be permitted a flextime schedule as mutually agreed upon by the employee and management.

Approval for flexible work schedules shall not be unreasonably withheld.

ARTICLE 13            OUT-OF-CLASS ASSIGNMENT

Section 1.            Mental Health Psychiatrists

This section shall only apply to any person employed by the Department of Mental Health in a position of Mental Health Psychiatrist (Item No. 4735):

A.     Definition

1.     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 position in the class of Supervising Mental Health Psychiatrist (Item #4737), Chief Mental Health Psychiatrist (Item #4739), Mental Health Clinical District Chief, MD (Item #5492), Mental Health Clinical Program Head, MD (Item #5493), Deputy Director, MD, Mental Health (Item #5491), Medical Director, MD, Mental Health (Item #4567) by an individual in the class of Mental Health Psychiatrist (Item #4735).
  
2.     The bonus payable shall be 5 percent of the base salary of the Mental Health Psychiatrist, MD (Item #4735) not to exceed the difference between the employee's monthly rate of pay as a Mental Health Psychiatrist (Item #4735)

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

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.

B. Conditions

1. a. 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 as Mental Health Psychiatrist, (Item #4735).

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- b. 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. This bonus is paid from the date of request for relief, and terminates when the conditions of this Article are no longer met.

- c. This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.
2. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

C. Special Provisions

1. 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.
2. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated administrative classifications 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.
3. It is agreed that the provisions of this article will only be applied to Mental Health Psychiatrists (Item #4735) employed by the Department of Mental Health.

4. 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.

Section 2.                    Dental Professionals

This section shall only apply to any person employed in a position of Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767):

A.     Definition

1. 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 position in one class by an individual in another class.
  
2. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class.

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

This bonus is paid pursuant to the conditions described below.

B. Conditions

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

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

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

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

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

C. Special Provisions

1. 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.
2. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications 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.
3. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
4. 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.

5. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 14      ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and recommended by the Department Head or designated Management representative, and approved by the Chief Executive Office. The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules (approximately 5.5 percent);  
or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules (approximately 5.5 percent), unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

In no event shall an employee receive compensation pursuant to this section and receive out of class bonus pursuant to Article 13 (Out-of-Class Assignment) for the same assignment.

The additional compensation provided in this section shall not constitute a base rate.

ARTICLE 15      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 agreement. Within 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 jurisdiction." 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/dentist. All disciplinary actions taken against a physician/dentist must be reviewed and approved by a Management physician/dentist.

ARTICLE 16      TRANSFERS

Section 1.      Mental Health Psychiatrist

This section shall only apply to any person employed by the Department of Mental Health in a position of Mental Health Psychiatrist (Item No. 4735):

A.      Voluntary

Any employee covered herein may submit a written request for transfer and have their name placed on a list to be kept by the supervisor of the work location to which the employee is requesting a transfer. The request shall remain valid for one year unless withdrawn or renewed by the employee. It is understood that the request is for an available vacant position in the same classification within the employee's department.

Management will consider these requests when filling vacancies.

B.      Management-Initiated Transfer

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

When the demands of the service require an employee be transferred to fill a vacancy, the selection of the employee to be transferred shall be based upon the needs of the operation, the physician's seniority, academic training and skills, and

pre-expressed geographic preferences. Before initiating an involuntary transfer, management agrees to consider transfer requests made within the previous six months.

Section 2.            Dental Professionals

This section shall only apply to any person employed in a position of Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767):

A.    Voluntary

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 appointments.

B. Management-Initiated Transfer

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

When the demands of the service require an employee be transferred to fill a vacancy, the selection of the employee to be transferred shall be based upon the needs of the operation, the dentist's seniority, academic training and skills, and geographic location . Before initiating an involuntary transfer, management agrees to consider transfer requests made within the previous six months.

ARTICLE 17      GRIEVANCE PROCEDURESection 1.      Purpose

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

Section 2.      Definitions

1.      Wherever used the term "employee" means either employee or employees as appropriate.
  
2.      "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his 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. UAPD agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.
  3. 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.

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 the 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 two copies 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 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 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 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 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 negotiated agreement 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 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;
  
- 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.

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 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, its 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:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 18      GRIEVANCES - GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between UAPD and Management concerning the interpretation or applicable of any of the provision 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.      Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where the Union has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Union 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 set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten 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 ten business days of such meeting, and in the event the matter is not satisfactorily resolved, the Union shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter.

For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his authorized representative.

- C. Within ten (10) business days from receipt of Management's written decision if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8 of Article 14, (Grievance Procedure) the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 14 (Grievance Procedure) of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 14 (Grievance Procedure) 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 applications of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in this 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 14 (Grievance Procedure) hereof.

ARTICLE 19      STEWARDS

It is agreed by the parties of the Memorandum of Understanding that UAPD may select a reasonable number of stewards for this Unit. UAPD shall give to the department head a written list of employees from his 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 absences 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 Saturday, Sunday, 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 cognizant 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 undo interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of 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 Saturday, Sunday and holidays after the time of the steward's request, unless otherwise agreed to.

The UAPD agrees that a steward shall not log compensatory time or premium pay time for his 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 20      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.

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 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 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 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance [5.050.090) (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 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 21            PAYROLL DEDUCTIONS AND DUES

Section 1.            Deductions and Dues

It is agreed that UAPD 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.

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

Section 2.            Security Clause

Any employees in this Unit who have authorized UAPD dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in this Unit may terminate such UAPD dues during the period of December 18, through December 31 in each year of this MOU, by notifying the UAPD of their termination of UAPD 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 UAPD from which dues deductions are to be canceled.

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

Section 3.            Agency Election

If, at any time during the term of this Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of this Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of any agency fee agreement as provided in G.C. 3502.5(a).

This election shall be administered by the Employee Relations Commission (ERCOM). 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.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in 8502.5(a).

If a majority of the employees in the Bargaining Unit, who vote do not vote in favor of agency shop, the MOU provisions of the maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

#### Section 4.

If a majority of those employees voting, vote in favor of agency shop, then the following provisions 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 Bargaining 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.

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 dues, pay sums equal to

Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Service 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 the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, 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 the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues, or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

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

F. List of New Employees/Separations

Upon payment of initial programming costs and monthly maintenance cost as determined by the Auditor-Controller, Management shall provide the Union with access to employee lists via Internet on a monthly basis. The Auditor-Controller will furnish UAPD with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

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 employee 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 Grievance Committee person where you work.

UAPD

5933 West Century Boulevard, Suite 820

Los Angeles, California 90045

G. Indemnification Clause

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

ARTICLE 22      PROFESSIONAL COMMITTEEPSYCHIATRISTS

The County and the Union agree to dissolve the MEDICAL PRACTICE COMMITTEE and to establish a PROFESSIONAL COMMITTEE consisting of three bargaining unit members and three management members. The objective of the committee shall be to make recommendations regarding medical polices and procedures to the Medical Director of the Department of Mental Health. The committee shall meet quarterly or as often as the committee deems necessary, during working hours and address the following issues:

1. Staffing and workload.
2. Information technology and its impact on medical practice in the workplace.
3. Standards of Medical Practice.
4. Other issues of mutual concern.

Minutes shall be kept and distributed to all committee members. The committee shall decide how to conduct its business in a manner conducive to achieving results.

DENTAL PROFESSIONALS

Management agrees to the establishment of a professional committee made up of unit members. The number of committee members shall be determined by mutual agreement of the Management of the affected departments and the Union.

The committee shall meet no more than three times each fiscal year. The employees may use two hours of County time for each meeting and employees will seek prior permission from their supervisors to attend. The Director of Health Services or his designee shall attend a meeting of the Professional Committee upon invitation from that committee.

ARTICLE 23      PERFORMANCE EVALUATION

Section 1.

When a physician files a grievance on a performance evaluation, the performance evaluation shall be formally reviewed by a management physician at one of the grievance levels.

Section 2.

When a dental professional files a grievance on a performance evaluation, the performance evaluation shall be formally reviewed by a management dental professional at one of the grievance levels.

ARTICLE 24            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 staff in pursuing education in order to promote and encourage the meeting of licensor requirements and the upgrading of skills and knowledge for the effective delivery of mental health services.

Section 1.            Psychiatrists

Full-time, permanent, Mental Health Psychiatrists may be allowed up to five days or 40 hours per year of in-service training of which one day or eight hours, at the discretion of the department, may be required for Department of Mental Health mandated CME training. Five days or 40 hours per year may be allowed for outside training for continuing education purposes. It is further agreed that the ½ of the outside training for continuing education hours may include pre-approved home study courses. . Upon management approval, Mental Health Psychiatrists may use CME time for verifiable activities related to maintenance of certification.

Part-time, Mental Health Psychiatrists on permanent status working at least 16 hours per week may be allowed up to 3 days or 24 hours per year of in-service training and three days or 24 hours per year outside training for continuing education purposes.

Approval of Continuing Medical Education shall not be unreasonably denied.

UAPD may assign two members to the Department of Mental Health Continuing Education Committee to discuss in-service training provided by the department.

Section 2.            Dental Professionals

Each Dentist, Senior Dentist, and Dental Specialist shall be allowed up to a maximum of sixty (60) hours of County time per year for the purpose of meeting mandatory continuing education requirements. Each Dental Hygienist shall be allowed up to a maximum of twenty (20) hours of County time per year for the purpose of meeting mandatory continuing education requirements.

Management will allow permanent part-time Dentists, Senior Dentists and Dental Specialists who work at least 16 hours per week but less than forty (40) hours per week on a continuing basis up to a maximum of sixteen (16) hours of County time per year for the purpose of meeting mandatory continuing education requirements during the term of the MOU.

Management will allow permanent part-time Dental Hygienists who work at least sixteen (16) hours per week but less than forty (40) hours per week on a continuing basis up to a maximum of eight (8) hours of County time for the purpose of meeting mandatory continuing education requirements during the term of the MOU. Approval of continuing education shall not be unreasonably denied.

Management will consider requests which are submitted with adequate lead time. In reviewing the request, Management will consider the needs of the service. Approval of continuing education shall not be unreasonably denied.

Section 3.

If during the term of this MOU, employees are required by applicable provisions of law to undergo additional mandatory continuing education, the parties agree to re-open negotiations on this Article.

ARTICLE 25            LEGAL REPRESENTATION

Section 1            Legal Proceedings

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

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

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

Physicians shall cooperate fully with County in the administration of this article.

Management will consult with the affected physician prior to settlement.

Section 2                      DMH and DHS Administrative Proceedings

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

The Departments of Mental Health and Health Services agree to provide assistance to physicians or dentists in responding to Medical or Dental Board inquiries in accordance with California Government Code 995(6). Nothing herein shall be deemed to require the provision of assistance where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between the County and the employee.

ARTICLE 26            UNION REPRESENTATIVE ACCESS

Authorized UAPD representatives will be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on the bulletin boards. UAPD representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the department head or his designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. UAPD agrees that its representatives will not purposely interfere with operations of department or any facility thereof.

UAPD shall give to the department head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by UAPD. Access to work locations will only be granted to representatives on the current list.

ARTICLE 27      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 safe and adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

ARTICLE 28      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 29      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 30      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 change, 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 the employees in the Unit.

The phrase "A 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 Mental Health Psychiatrist.

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 of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

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

Section 5.

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

ARTICLE 31            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 five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment 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 understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 32      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 duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, CA 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 & Dentists' principal authorized agent shall be the Regional Administrator or his duly authorized representative (Address: 5933 West Century Boulevard, Suite 820 Los Angeles, CA 90045); Telephone: (310) 398-4038; Facsimile: (310) 398-6427).

ARTICLE 33PROVISIONS 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 of 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 34MANAGEMENT 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 agreement; 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 35DENTAL REGISTRY

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

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

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

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

Compensation for the additional temporary position shall be 135% of the employee's normal base hourly wage. Hourly rates will be capped at 75% of the top tier rate for contractors in that dental specialty, or 110% of the dentist's normal base hourly wage,

whichever is greater. This will be the total compensation for the temporary position.

The secondary position will be without benefits of any kind.

If the CEO determines that there is a shortage of dentists within one of the dental specialties, the hourly rate may be adjusted.

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

Otherwise, they will be paid at the established hourly rate for their specialty.

The parties agree to conduct a study of the pilot to determine if the registry was successful in addressing the need for flexible dental services at a lower cost than contract registries.

This article will expire on September 30, 2015. It may be renewed by mutual consent.

ARTICLE 36DIGNITY AND PROFESSIONALISM IN THE WORKPLACE

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

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   
CHRISTOPHER IGE  
Union of American Physicians and  
Dentists

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
WILLIAM T FUJIOKA  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

**ATTACHMENT A  
PHYSICIAN D SCHEDULE TABLE**  
Effective December 1, 2013

Sch Num	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
D01	7,468	7,682	7,923	8,161	8,405	8,658	8,917	9,185	9,460	9,744	10,037	10,338	10,648	0	0	0	0	0	0	0
D02	8,322	8,572	8,829	9,094	9,367	9,648	9,937	10,235	10,543	10,859	11,185	11,520	11,866	12,222	12,588	12,966	13,355	13,756	14,168	14,593
D03	8,551	8,807	9,072	9,344	9,624	9,913	10,210	10,516	10,832	11,157	11,492	11,836	12,191	12,557	12,934	13,322	13,722	14,133	14,557	14,994
D04	8,786	9,050	9,321	9,601	9,889	10,185	10,491	10,806	11,130	11,464	11,808	12,162	12,527	12,903	13,290	13,688	14,099	14,522	14,958	15,406
D05	9,028	9,299	9,578	9,865	10,161	10,466	10,780	11,103	11,436	11,779	12,133	12,497	12,872	13,258	13,656	14,065	14,487	14,922	15,370	15,831
D06	9,277	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	14,886	15,333	15,793	16,267
D07	9,531	9,817	10,111	10,415	10,727	11,049	11,381	11,722	12,074	12,436	12,809	13,193	13,589	13,997	14,417	14,849	15,295	15,753	16,226	16,713
D08	9,793	10,087	10,390	10,701	11,022	11,353	11,694	12,044	12,406	12,778	13,161	13,556	13,963	14,382	14,813	15,258	15,715	16,187	16,672	17,173
D09	10,062	10,364	10,675	10,995	11,325	11,665	12,015	12,375	12,747	13,129	13,523	13,928	14,346	14,777	15,220	15,677	16,147	16,631	17,130	17,644
D10	10,339	10,649	10,969	11,298	11,637	11,986	12,345	12,716	13,097	13,490	13,895	14,312	14,741	15,183	15,639	16,108	16,591	17,089	17,602	18,130
D11	10,624	10,943	11,271	11,609	11,957	12,316	12,685	13,066	13,458	13,862	14,277	14,706	15,147	15,601	16,069	16,552	17,048	17,560	18,086	18,629
D12	10,916	11,244	11,581	11,929	12,287	12,655	13,035	13,426	13,829	14,243	14,671	15,111	15,564	16,031	16,512	17,007	17,518	18,043	18,584	19,142
D13	11,216	11,552	11,899	12,256	12,623	13,002	13,392	13,794	14,208	14,634	15,073	15,525	15,991	16,471	16,965	17,474	17,998	18,538	19,094	19,667
D14	11,524	11,870	12,226	12,593	12,970	13,360	13,760	14,173	14,598	15,036	15,487	15,952	16,431	16,924	17,431	17,954	18,493	19,048	19,619	20,208
D15	11,841	12,197	12,563	12,940	13,328	13,728	14,139	14,564	15,000	15,450	15,914	16,391	16,883	17,390	17,911	18,449	19,002	19,572	20,159	20,764
D16	12,167	12,532	12,908	13,295	13,694	14,105	14,528	14,964	15,412	15,875	16,351	16,842	17,347	17,867	18,403	18,955	19,524	20,110	20,713	21,334
D17	12,502	12,877	13,263	13,661	14,071	14,493	14,928	15,376	15,837	16,312	16,802	17,306	17,825	18,360	18,911	19,478	20,062	20,664	21,284	21,923
D18	12,845	13,231	13,628	14,036	14,458	14,891	15,338	15,798	16,272	16,760	17,263	17,781	18,314	18,864	19,430	20,013	20,613	21,231	21,868	22,524
D19	13,199	13,595	14,003	14,423	14,855	15,301	15,760	16,233	16,720	17,221	17,738	18,270	18,818	19,383	19,964	20,563	21,180	21,815	22,470	23,144
D20	13,562	13,969	14,388	14,820	15,264	15,722	16,194	16,680	17,180	17,696	18,226	18,773	19,336	19,917	20,514	21,129	21,763	22,416	23,089	23,781
D21	13,935	14,353	14,784	15,227	15,684	16,155	16,639	17,138	17,653	18,182	18,726	19,290	19,868	20,464	21,078	21,711	22,362	23,033	23,724	24,435
D22	14,318	14,748	15,190	15,646	16,115	16,599	17,097	17,610	18,138	18,682	19,243	19,820	20,415	21,027	21,658	22,308	22,977	23,666	24,376	25,107
D23	14,712	15,153	15,608	16,076	16,559	17,055	17,567	18,094	18,637	19,194	19,772	20,365	20,976	21,605	22,253	22,921	23,609	24,317	25,046	25,798
D24	15,117	15,570	16,037	16,518	17,014	17,524	18,050	18,592	19,149	19,724	20,316	20,925	21,553	22,199	22,865	23,551	24,258	24,986	25,735	26,507
D25	15,532	15,998	16,478	16,973	17,482	18,006	18,547	19,103	19,676	20,266	20,874	21,501	22,146	22,810	23,494	24,199	24,925	25,673	26,443	27,236
D26	15,960	16,438	16,931	17,439	17,963	18,501	19,057	19,628	20,217	20,824	21,448	22,092	22,755	23,437	24,140	24,864	25,610	26,379	27,170	27,985
D27	16,398	16,890	17,397	17,919	18,457	19,010	19,581	20,168	20,773	21,396	22,038	22,699	23,380	24,082	24,804	25,548	26,315	27,104	27,917	28,755
D28	16,849	17,355	17,876	18,412	18,964	19,533	20,119	20,723	21,344	21,985	22,644	23,324	24,023	24,744	25,486	26,251	27,038	27,850	28,685	29,546
D29	17,313	17,832	18,367	18,918	19,486	20,072	20,672	21,293	21,931	22,589	23,267	23,965	24,684	25,424	26,187	26,973	27,782	28,615	29,474	30,358
D30	17,789	18,323	18,872	19,438	20,022	20,622	21,241	21,878	22,534	23,210	23,907	24,624	25,363	26,124	26,907	27,714	28,546	29,402	30,284	31,193
D31	18,278	18,826	19,391	19,973	20,572	21,189	21,825	22,480	23,154	23,849	24,564	25,301	26,060	26,842	27,647	28,477	29,331	30,211	31,117	32,051
D32	18,781	19,344	19,924	20,522	21,138	21,772	22,425	23,098	23,791	24,505	25,240	25,997	26,777	27,580	28,407	29,260	30,137	31,042	31,973	32,932
D33	19,297	19,876	20,472	21,087	21,719	22,371	23,042	23,733	24,445	25,178	25,934	26,712	27,513	28,339	29,189	30,064	30,966	31,895	32,852	33,838
D34	19,828	20,423	21,035	21,666	22,316	22,986	23,676	24,386	25,117	25,871	26,647	27,446	28,270	29,118	29,991	30,891	31,818	32,772	33,684	34,768
D35	20,373	20,984	21,614	22,262	22,930	23,618	24,327	25,056	25,808	26,582	27,380	28,201	29,047	29,919	30,816	31,741	32,693	33,674	34,684	35,724
D36	20,933	21,561	22,208	22,874	23,561	24,268	24,996	25,745	26,518	27,313	28,133	28,977	29,846	30,741	31,664	32,613	33,592	34,600	35,638	36,707
D37	21,509	22,154	22,819	23,504	24,209	24,935	25,683	26,453	27,247	28,064	28,906	29,774	30,667	31,587	32,534	33,510	34,516	35,551	36,618	37,716
D38	22,101	22,764	23,446	24,150	24,874	25,621	26,389	27,181	27,996	28,836	29,701	30,592	31,510	32,455	33,429	34,432	35,465	36,529	37,625	38,753
D39	22,708	23,390	24,091	24,814	25,558	26,325	27,115	27,928	28,766	29,629	30,518	31,434	32,377	33,348	34,348	35,379	36,440	37,533	38,659	39,819
D40	23,333	24,033	24,754	25,496	26,261	27,049	27,861	28,696	29,557	30,444	31,357	32,298	33,267	34,265	35,293	36,352	37,442	38,566	39,722	40,914

ATTACHMENT A (Continued)  
 PHYSICIAN D SCHEDULE TABLE  
 Effective October 1, 2014

Sch Num	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
D01	7,617	7,846	8,081	8,324	8,573	8,831	9,095	9,369	9,649	9,939	10,238	10,545	10,861	-	-	-	-	-	-	-
D02	8,488	8,743	9,006	9,276	9,554	9,841	10,136	10,440	10,754	11,076	11,409	11,750	12,103	12,466	12,840	13,225	13,622	14,031	14,451	14,885
D03	8,722	8,983	9,253	9,531	9,816	10,111	10,414	10,726	11,049	11,380	11,722	12,073	12,435	12,808	13,193	13,588	13,996	14,416	14,848	15,294
D04	8,962	9,231	9,507	9,793	10,087	10,389	10,701	11,022	11,353	11,693	12,044	12,405	12,778	13,161	13,556	13,962	14,381	14,812	15,257	15,714
D05	9,209	9,485	9,770	10,062	10,364	10,650	10,996	11,325	11,665	12,015	12,376	12,747	13,129	13,523	13,929	14,346	14,777	15,220	15,677	16,148
D06	9,463	9,746	10,039	10,340	10,650	10,969	11,299	11,637	11,986	12,346	12,716	13,098	13,491	13,895	14,313	14,742	15,184	15,640	16,109	16,592
D07	9,722	10,013	10,313	10,623	10,942	11,270	11,609	11,956	12,315	12,685	13,065	13,457	13,861	14,277	14,705	15,146	15,601	16,068	16,551	17,047
D08	9,989	10,289	10,598	10,915	11,242	11,580	11,928	12,285	12,654	13,034	13,424	13,827	14,242	14,670	15,109	15,563	16,029	16,511	17,005	17,516
D09	10,263	10,571	10,889	11,215	11,552	11,898	12,255	12,623	13,002	13,392	13,793	14,207	14,633	15,073	15,524	15,991	16,470	16,964	17,473	17,997
D10	10,546	10,862	11,188	11,524	11,870	12,226	12,592	12,970	13,359	13,760	14,173	14,598	15,036	15,487	15,952	16,430	16,923	17,431	17,954	18,493
D11	10,836	11,162	11,496	11,841	12,196	12,562	12,939	13,327	13,727	14,139	14,563	15,000	15,450	15,913	16,390	16,883	17,389	17,911	18,448	19,002
D12	11,134	11,469	11,813	12,168	12,533	12,908	13,296	13,695	14,106	14,528	14,964	15,413	15,875	16,352	16,842	17,347	17,868	18,404	18,956	19,525
D13	11,440	11,783	12,137	12,501	12,875	13,262	13,660	14,070	14,492	14,927	15,374	15,836	16,311	16,800	17,304	17,823	18,358	18,909	19,476	20,060
D14	11,754	12,107	12,471	12,845	13,229	13,627	14,035	14,456	14,890	15,337	15,797	16,271	16,760	17,262	17,780	18,313	18,863	19,429	20,011	20,612
D15	12,078	12,441	12,814	13,199	13,595	14,003	14,422	14,855	15,300	15,759	16,232	16,719	17,221	17,738	18,269	18,818	19,382	19,963	20,562	21,179
D16	12,410	12,783	13,166	13,561	13,968	14,387	14,819	15,263	15,720	16,193	16,678	17,179	17,694	18,224	18,771	19,334	19,914	20,512	21,127	21,761
D17	12,752	13,135	13,528	13,934	14,352	14,783	15,227	15,684	16,154	16,638	17,138	17,652	18,182	18,727	19,289	19,868	20,463	21,077	21,710	22,361
D18	13,102	13,496	13,901	14,317	14,747	15,189	15,645	16,114	16,597	17,095	17,608	18,137	18,680	19,241	19,819	20,413	21,025	21,656	22,305	22,974
D19	13,463	13,867	14,283	14,711	15,152	15,607	16,075	16,558	17,054	17,565	18,093	18,635	19,194	19,771	20,363	20,974	21,604	22,251	22,919	23,607
D20	13,833	14,248	14,676	15,116	15,569	16,036	16,518	17,014	17,524	18,050	18,591	19,148	19,723	20,315	20,924	21,552	22,198	22,864	23,551	24,257
D21	14,214	14,640	15,080	15,532	15,998	16,478	16,972	17,481	18,006	18,546	19,103	19,676	20,265	20,873	21,500	22,145	22,809	23,494	24,198	24,924
D22	14,604	15,043	15,494	15,959	16,439	16,931	17,439	17,962	18,501	19,056	19,628	20,216	20,823	21,448	22,091	22,754	23,437	24,139	24,864	25,609
D23	15,006	15,456	15,920	16,398	16,890	17,396	17,918	18,456	19,010	19,580	20,167	20,772	21,396	22,037	22,698	23,379	24,081	24,803	25,547	26,314
D24	15,419	15,881	16,358	16,848	17,354	17,874	18,411	18,964	19,532	20,118	20,722	21,344	21,984	22,643	23,322	24,022	24,743	25,486	26,250	27,037
D25	15,843	16,318	16,808	17,312	17,832	18,366	18,918	19,485	20,070	20,671	21,291	21,931	22,589	23,266	23,964	24,683	25,424	26,186	26,972	27,781
D26	16,279	16,767	17,270	17,788	18,322	18,871	19,438	20,021	20,621	21,240	21,877	22,534	23,210	23,906	24,623	25,361	26,122	26,907	27,713	28,545
D27	16,726	17,228	17,745	18,277	18,826	19,390	19,973	20,571	21,188	21,824	22,479	23,153	23,848	24,564	25,300	26,059	26,841	27,646	28,475	29,330
D28	17,186	17,702	18,234	18,780	19,343	19,924	20,521	21,137	21,771	22,425	23,097	23,790	24,503	25,239	25,996	26,776	27,579	28,407	29,259	30,137
D29	17,659	18,189	18,734	19,296	19,876	20,471	21,085	21,719	22,370	23,041	23,732	24,444	25,178	25,932	26,711	27,512	28,338	29,187	30,063	30,965
D30	18,145	18,689	19,249	19,827	20,422	21,034	21,666	22,316	22,985	23,674	24,385	25,116	25,870	26,646	27,445	28,268	29,117	29,990	30,890	31,817
D31	18,644	19,203	19,779	20,372	20,983	21,613	22,262	22,930	23,617	24,326	25,055	25,807	26,581	27,379	28,200	29,047	29,918	30,815	31,739	32,692
D32	19,157	19,731	20,322	20,932	21,561	22,207	22,874	23,560	24,267	24,995	25,745	26,517	27,313	28,132	28,975	29,845	30,740	31,663	32,612	33,591
D33	19,683	20,274	20,881	21,509	22,153	22,818	23,503	24,208	24,934	25,682	26,453	27,246	28,063	28,906	29,773	30,665	31,585	32,533	33,509	34,515
D34	20,225	20,831	21,456	22,099	22,762	23,446	24,150	24,874	25,619	26,388	27,180	27,995	28,835	29,700	30,591	31,509	32,454	33,427	34,431	35,463
D35	20,780	21,404	22,046	22,707	23,389	24,090	24,814	25,557	26,324	27,114	27,928	28,765	29,628	30,517	31,432	32,376	33,347	34,347	35,378	36,438
D36	21,352	21,992	22,652	23,331	24,032	24,753	25,496	26,260	27,048	27,859	28,696	29,557	30,443	31,356	32,297	33,265	34,264	35,292	36,351	37,441
D37	21,939	22,597	23,275	23,974	24,693	25,434	26,197	26,982	27,792	28,625	29,484	30,369	31,280	32,219	33,185	34,180	35,206	36,262	37,350	38,470
D38	22,543	23,219	23,915	24,633	25,371	26,133	26,917	27,725	28,556	29,413	30,295	31,204	32,140	33,104	34,098	35,121	36,174	37,260	38,378	39,528
D39	23,162	23,858	24,573	25,310	26,069	26,852	27,657	28,487	29,341	30,222	31,128	32,063	33,025	34,015	35,035	36,087	37,169	38,284	39,432	40,615
D40	23,800	24,514	25,249	26,006	26,786	27,590	28,418	29,270	30,148	31,053	31,984	32,944	33,932	34,950	35,999	37,079	38,191	39,337	40,516	41,732

ATTACHEMNT A (Continued)  
 PHYSICIAN D SCHEDULE TABLE  
 Effective February 1, 2015

Sch Num	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
D01	7769	8003	8243	8490	8744	9008	9277	9556	9842	10138	10443	10756	11078	0	0	0	0	0	0	0
D02	8,658	8,918	9,186	9,462	9,745	10,038	10,339	10,649	10,969	11,298	11,637	11,985	12,345	12,715	13,097	13,490	13,894	14,312	14,740	15,183
D03	8,896	9,163	9,438	9,722	10,012	10,313	10,622	10,941	11,270	11,608	11,956	12,314	12,684	13,064	13,457	13,860	14,276	14,704	15,145	15,600
D04	9,141	9,416	9,697	9,989	10,289	10,597	10,915	11,242	11,580	11,927	12,285	12,653	13,034	13,424	13,827	14,241	14,669	15,108	15,562	16,028
D05	9,393	9,675	9,965	10,263	10,571	10,889	11,216	11,552	11,898	12,255	12,624	13,002	13,392	13,793	14,208	14,633	15,073	15,524	15,991	16,471
D06	9,652	9,941	10,240	10,547	10,863	11,188	11,525	11,870	12,226	12,593	12,970	13,360	13,761	14,173	14,599	15,037	15,488	15,953	16,431	16,924
D07	9,916	10,213	10,519	10,835	11,161	11,495	11,841	12,195	12,561	12,939	13,326	13,726	14,138	14,563	14,999	15,449	15,913	16,389	16,882	17,388
D08	10,199	10,495	10,810	11,133	11,467	11,812	12,167	12,531	12,907	13,295	13,692	14,104	14,527	14,963	15,411	15,874	16,350	16,841	17,345	17,866
D09	10,468	10,782	11,107	11,439	11,783	12,136	12,500	12,875	13,262	13,660	14,069	14,491	14,926	15,374	15,834	16,311	16,799	17,303	17,822	18,357
D10	10,757	11,079	11,412	11,754	12,107	12,471	12,844	13,229	13,626	14,035	14,456	14,890	15,337	15,797	16,271	16,759	17,261	17,780	18,313	18,863
D11	11,053	11,385	11,726	12,078	12,440	12,813	13,198	13,594	14,002	14,422	14,854	15,300	15,759	16,231	16,719	17,221	17,737	18,269	18,817	19,382
D12	11,357	11,698	12,049	12,411	12,784	13,166	13,562	13,969	14,388	14,819	15,263	15,721	16,193	16,679	17,179	17,694	18,225	18,772	19,335	19,916
D13	11,669	12,019	12,380	12,751	13,133	13,527	13,933	14,351	14,782	15,226	15,681	16,153	16,637	17,136	17,650	18,179	18,725	19,287	19,866	20,461
D14	11,989	12,349	12,720	13,102	13,494	13,900	14,316	14,745	15,188	15,644	16,113	16,596	17,095	17,607	18,136	18,679	19,240	19,818	20,411	21,024
D15	12,320	12,690	13,070	13,463	13,867	14,283	14,710	15,152	15,606	16,074	16,557	17,053	17,565	18,093	18,634	19,194	19,770	20,362	20,973	21,603
D16	12,658	13,039	13,429	13,832	14,247	14,675	15,115	15,568	16,034	16,517	17,012	17,523	18,048	18,588	19,146	19,721	20,312	20,922	21,560	22,196
D17	13,007	13,398	13,799	14,213	14,639	15,079	15,532	15,998	16,477	16,971	17,481	18,005	18,546	19,102	19,675	20,265	20,872	21,499	22,144	22,808
D18	13,364	13,766	14,179	14,603	15,042	15,493	15,958	16,436	16,929	17,437	17,960	18,500	19,054	19,626	20,215	20,821	21,446	22,089	22,751	23,433
D19	13,732	14,144	14,569	15,005	15,455	15,919	16,397	16,889	17,395	17,916	18,455	19,008	19,578	20,166	20,770	21,393	22,036	22,696	23,377	24,079
D20	14,110	14,533	14,970	15,418	15,880	16,357	16,848	17,354	17,874	18,411	18,963	19,531	20,117	20,721	21,342	21,983	22,642	23,321	24,022	24,742
D21	14,498	14,933	15,382	15,843	16,318	16,808	17,311	17,831	18,366	18,917	19,485	20,070	20,670	21,290	21,930	22,588	23,265	23,964	24,682	25,422
D22	14,896	15,344	15,804	16,278	16,766	17,270	17,788	18,321	18,871	19,437	20,021	20,620	21,239	21,877	22,533	23,209	23,906	24,622	25,361	26,121
D23	15,306	15,765	16,238	16,726	17,228	17,744	18,276	18,825	19,390	19,972	20,570	21,187	21,824	22,478	23,152	23,847	24,563	25,299	26,058	26,840
D24	15,727	16,199	16,685	17,185	17,701	18,231	18,779	19,343	19,923	20,520	21,136	21,771	22,424	23,096	23,788	24,502	25,238	25,996	26,775	27,578
D25	16,160	16,644	17,144	17,658	18,189	18,733	19,296	19,875	20,471	21,084	21,717	22,370	23,041	23,731	24,443	25,177	25,932	26,710	27,511	28,337
D26	16,605	17,102	17,615	18,144	18,688	19,248	19,827	20,421	21,033	21,665	22,315	22,985	23,674	24,384	25,115	25,868	26,644	27,445	28,267	29,116
D27	17,061	17,573	18,100	18,643	19,203	19,778	20,372	20,992	21,612	22,260	22,929	23,616	24,325	25,055	25,806	26,580	27,378	28,199	29,045	29,917
D28	17,530	18,056	18,599	19,156	19,730	20,322	20,931	21,560	22,206	22,874	23,559	24,266	24,993	25,744	26,516	27,312	28,131	28,975	29,844	30,740
D29	18,012	18,553	19,109	19,682	20,274	20,880	21,507	22,153	22,817	23,502	24,207	24,933	25,682	26,451	27,245	28,062	28,905	29,771	30,664	31,584
D30	18,508	19,063	19,634	20,224	20,830	21,455	22,099	22,762	23,445	24,147	24,873	25,618	26,387	27,179	27,994	28,833	29,699	30,590	31,508	32,453
D31	19,017	19,597	20,175	20,779	21,403	22,045	22,707	23,389	24,089	24,813	25,566	26,323	27,113	27,927	28,764	29,628	30,516	31,431	32,374	33,346
D32	19,540	20,126	20,728	21,351	21,992	22,651	23,331	24,031	24,752	25,495	26,260	27,047	27,859	28,695	29,555	30,442	31,355	32,296	33,264	34,263
D33	20,077	20,679	21,299	21,939	22,596	23,274	23,973	24,692	25,433	26,196	26,982	27,791	28,624	29,484	30,368	31,278	32,217	33,184	34,179	35,205
D34	20,630	21,248	21,885	22,541	23,217	23,915	24,633	25,371	26,131	26,916	27,724	28,555	29,412	30,294	31,203	32,139	33,103	34,096	35,120	36,172
D35	21,196	21,832	22,487	23,161	23,857	24,572	25,310	26,068	26,850	27,656	28,487	29,340	30,221	31,127	32,061	33,024	34,014	35,034	36,086	37,167
D36	21,779	22,432	23,105	23,798	24,513	25,248	26,006	26,785	27,589	28,416	29,270	30,148	31,052	31,983	32,943	33,930	34,949	35,998	37,078	38,190
D37	22,378	23,049	23,741	24,453	25,187	25,943	26,721	27,522	28,348	29,198	30,074	30,976	31,906	32,863	33,849	34,864	35,910	36,987	38,097	39,239
D38	22,994	23,683	24,393	25,126	25,878	26,656	27,455	28,280	29,127	30,001	30,901	31,828	32,783	33,766	34,780	35,823	36,897	38,005	39,146	40,319
D39	23,625	24,335	25,064	25,816	26,590	27,389	28,210	29,057	29,928	30,826	31,751	32,704	33,686	34,695	35,736	36,809	37,912	39,050	40,221	41,427
D40	24,276	25,004	25,754	26,526	27,322	28,142	28,986	29,855	30,751	31,674	32,624	33,603	34,611	35,649	36,719	37,821	38,955	40,124	41,326	42,567