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

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 15th day of December, 2009,

BY AND BETWEEN — Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")

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

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ARTICLE 1 RECOGNITION

Section 1.

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

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

Section 2. Exclusive Recognition

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

ARTICLE 2 IMPLEMENTATION

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

A. Acts, by majority vote, formally to approve said Memorandum of Understanding.

B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, and

C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

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

ARTICLE 3 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2009. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2011.

ARTICLE 4 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, the party shall serve upon the other during the period from June 1 through June 15, 2011, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding. Both parties to this Memorandum of Understanding shall provide their full and complete proposals regarding this Memorandum of Understanding to the other no later than July 15, 2011. Negotiations shall commence no later than July 15, 2011.

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

ARTICLE 5 NON-DISCRIMINATION

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

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

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

ARTICLE 6 SALARIES

Section 1. Recommended Salary Adjustment

During each year of the 2009 – 2011 term of the MOU, there will be no increases in general movement base salary or any other economic and/or compensation enhancements in the MOU.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4757	DENTAL INTERN	01/01/2009		F		3663.05
4760	DENTAL RESIDENT(1ST YEAR)	01/01/2009		F		4098.08
4760	DENTAL RESIDENT(2ND YEAR)	01/01/2009		F		4440.34
4760	DENTAL RESIDENT(3RD YEAR)	01/01/2009		F		4784.95
5408	PHYSICIAN,POST GRADUATE(1ST YEAR)	01/01/2009		F		3663.05
5411	PHYSICIAN,POST GRADUATE(2ND YEAR)	01/01/2009		F		4098.08
5411	PHYSICIAN,POST GRADUATE(3RD YEAR)	01/01/2009		F		4440.34
5411	PHYSICIAN,POST GRADUATE(4TH YEAR)	01/01/2009		F		4784.95
5411	PHYSICIAN,POST GRADUATE(5TH YEAR)	01/01/2009		F		5120.29
5411	PHYSICIAN,POST GRADUATE(6TH YEAR)	01/01/2009		F		5467.21
5411	PHYSICIAN,POST GRADUATE(7TH YEAR)	01/01/2009		F		5793.30

Section 2. Physician Service Assignments

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

B. The Chief of Service shall not unreasonably withhold approval.

C. These assignments shall be limited to 96 hours per month.

D. There shall be no substantial change in the current practice of Physician Service Assignments.

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

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

Section 3

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.

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

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

Section 5.

In cases where a member of this bargaining unit, who is in an accredited training program, is requested or recruited to function in a Chief Resident position, the Physician Post-Graduate shall receive a bonus of $265.00 for each full month, not to exceed 12 months, served in this position. The bonus shall be paid in one lump sum at the conclusion of the assignment. To qualify for this bonus the Chief Resident must perform functions including but not limited to: scheduling, clinical supervision and education of Physician Post-Graduates involved in a training program and not simply as a requirement of the program.

Section 6.

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

ARTICLE 7 QUALITY PATIENT CARE FUND

In recognition of Residents foregoing pay raises in a previous contract, the Department of Health Services, and Chief Executive Office will recommend to the Board of Supervisors that a fund, to be identified as the CIR Quality Patient Care Fund, be established within the Department of Health Services effective on the date of Board approval of this Agreement. The amount of the CIR Quality Patient Care Fund will be $2,200,000 each year for fiscal years 2009 – 2010 and 2010 - 2011. The $2,200,000 will be appropriated by relative employee size of the three institutions as follows: $1,210,000 for the use of LAC+USC Medical Center house staff; $495,000 for the use of Martin Luther King Jr., /Drew Medical Center house staff; and $495,000 for the use of Harbor/UCLA Medical Center. All funds must be spent in the fiscal year of allocation.

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

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

1. Authority to commit and expend the funds will be vested in the institutional administrators.

2. The institutional administrator shall appoint a "Team." Medical Directors, physician service chiefs and director of patient care services may be appointed to this Team. This Team shall not exceed five in number.

3. Interns and Residents at each institution shall convene and designate a "Team". This Team shall not exceed five in number.

4. When issues involve Preventive Health, Mental Health, Nursing and Ambulatory Care needs, representatives from these areas shall participate in the discussions.

5. Mutual agreement of the teams at each institution listed in 2 and 3 shall be required to initiate the authority to expend as provided in 1 above.

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

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

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

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

ARTICLE 8 BENEFITS

Section 1.

Interns and Residents will be provided the same benefits as other temporary employees with respect to Life Insurance, Health Insurance, Dental Insurance, Bereavement Leave, Sick Leave, Workers' Compensation, Jury Duty Leave, Witness Leave, Military Leave, and Civil Service Examination Leave at the level agreed to by the County and the Coalition of County Employee Unions in the Memorandum of Understanding entered into on December 16, 2003 regarding the Fringe Benefits.

Section 2

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

Notwithstanding the above, the County will:

1. Discontinue paying installation charges for private individual telephones to Interns/Residents who live in the dormitory.

2. Allow telephone instruments at King - Drew Medical Center dormitory that provide centrex service to remain. However, the County will add a "limiter" that prevents outside calls.

3. Discontinue free County hospital care to Interns/Residents and families.

4. Discontinue providing laundry service for personal clothing of Interns/Residents and their families.

Section 3.

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

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

$220.00 for any person employed by the County and covered by this Unit in each subsequent year, paid on each July 15th. For Interns and Residents entering County service later than July 1, payment shall be paid by the 15th of the following month during the life of this contract. This annual lump sum payment shall be paid on behalf of the residents and interns to the CIR/SEIU Housestaff Benefits Plan (HSBP). The HSBP shall use all funds collected pursuant to this provision to provide benefits that are not provided by the County of Los Angeles, including but not limited to disability insurance.

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

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

Section 4.

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

a) Said employees shall earn and accrue full-pay sick leave as provided in Article 14 of the Memorandum of Understanding regarding Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO, dated November 17, 1987; provided, however, that in no event shall said employees be credited with more than 8 days of full-pay sick leave in any calendar year commencing on or after January 1, 1989.

b) Said employees shall be paid for unused full-pay sick leave as if they were full-time permanent employees subject to the terms and conditions set forth in said Article 14 of the Memorandum of Understanding regarding

Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO. Upon termination from County service, employees represented by the CIR who have at least five years of continuous service shall receive payment for accumulated sick leave at full pay to a maximum of 720 working hours. Such payment as provided in Section 6.24.040 of the Los Angeles County Code shall be computed at the workday hourly rate of pay in effect on the employee's final day of County service and shall be equal to one-half of unused sick leave.

c) It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in subparagraph (a) above, the provisions in Article 6, Section 1, Recommended Salary Adjustment, includes an additional two percent base rate increase effective January 1, 1989.

d) Management recognizes the need for all house staff officers to receive proper and timely notification whenever application for payment of unused full pay sick leave as indicated in (b) above can be made. Further, it is agreed, that in addition to the facilities' normal distribution of the notification, copies will be provided to the respective Medical Directors' offices and to CIR in a timely manner that allows a minimum of two weeks for house staff to respond. In addition, copies will be made available to CIR during monthly Communication Meetings. It is also agreed that each

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

Section 5. Bilingual Compensation

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

Section 6. Coats and Scrubs

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

Section 7. Meals

Three fresh and sanitary meals shall be provided daily to house staff when engaged in patient care functions.

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

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

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

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

Section 8. Jury Duty

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

Section 9. Program Security

A. It is the obligation of management to provide the opportunity for continuation and completion of any academic training program for which a member of this bargaining unit was accepted. The County will require that all programs follow ACGME notification requirements regarding program accreditation status.

B. In the event of the termination of any residency program for any reason whatsoever, management shall follow all ACGME guidelines including "Program Closure/Reduction" and make every reasonable effort to place any affected residents in another accredited residency program, prioritizing placement in the appropriate specialty in accordance with ACGME guidelines. DHS shall make every reasonable effort to place any affected residents in the following order: at another DHS facility; at another accredited program within the Southern California area, or another accredited program within California.

Section 10.

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

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

Section 11. 1115 Waiver Incentive Bonus

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

ARTICLE 9 HOURS, MEALS AND CALL ROOMS

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

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

Section 1.

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

Section 2.

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

1. The educational goals of the program and learning objectives of residents must not be compromised by excessive reliance on residents to fulfill institutional services obligations.

2. Resident duty hours and on-call time periods must not be excessive. The structuring of duty hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the residents. Scheduled on-call, in hospital duties should not be more frequent, on average, than every 3rd day.

3. When averaged over any 4-week rotation or assignment, residents must have at least 1 day out of 7 free of patient duties, in accordance with ACGME requirements.

Section 3.

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

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

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

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

Section 4.

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

Section 5.

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

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

Section 6.

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

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

ARTICLE 10 DORMITORY COUNCIL

The Physicians Post Graduate Dormitory Council shall meet and confer with the hospital administration concerning dormitory policies including access to rooms, changes in rental fees, and allocation of floor space. It is the intent of the CIR and County Management to preserve the existing relationship and agreements with hospital Administration.

Meet and confer means the parties shall meet promptly and continue for a reasonable period of time to exchange information, opinion, and proposals and to endeavor to reach agreement.

It is agreed that effective October 1, 2000; the dormitory rent at Martin Luther King, Jr. Hospital shall be increased by $15.00 per month from the current monthly rate. It is understood that this increase shall be for the purpose of providing cable television programming in the dormitory. The CIR shall meet annually with hospital administration to discuss changes to the cable programs that are offered.

It is also understood that any increases to the programming rate shall cause an automatic increase in the monthly dormitory rental fee.

ARTICLE 11 CALL ROOMS

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

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

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

Section 2.

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

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

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

ARTICLE 12 VACATION SCHEDULING

In lieu of other vacation and holiday allowances, persons employed as full-time or half-time Physicians, Post Graduate (first through seventh year) who are assigned to a County hospital for any one contractual period of at least 2 months, or its equivalent (4 months for those employees on half-time items), shall earn 2 working days paid leave per month, 10 working days may be deferred each year upon written request by the employee. If no request is made, employees shall be paid for all accrued days. Upon completion of each Physician, Post Graduate year (first year through seventh year), a lump sum payment shall be paid for such accrued time. Whenever the sum of an employee's current and deferred vacation exceeds 40 days, that portion in excess of 40 days may be deferred for no more than one year. If at the end of that year, an employee still has current and deferred vacation in excess of 40 days, he or she shall be paid that portion in excess of 40 days. Upon completion of their term as Physician, Post Graduate (second through seventh year), a lump sum payment may be paid for such accrued time not to exceed 40 days.

Proper and timely notification is necessary for orderly vacation scheduling. When a vacation is to cover more than seven (7) continuous days, the Physician must submit the request for that vacation at least 30 days in advance of the beginning date. In special situations, if approved by the Chief of Service, vacation may be granted for less than one week intervals.

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

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

ARTICLE 13 IMPROVEMENT SUGGESTION PROGRAM

Section 1.

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

This Improvement Suggestion Program shall not prevent any member of this Unit from using other appropriate recourse to redress grievances.

Section 2. Procedures

1. All suggestions shall be submitted on a form jointly agreed upon by both the Department of Health Services and the CIR.

2. The improvement suggestion form shall be filed with the CIR.

3. The CIR will review the suggestion and if, in its opinion, the suggestion warrants further exploration, the CIR shall forward the suggestion to the hospital administration.

4. Hospital administration will expeditiously consult with the appropriate individuals to obtain a further understanding of the suggestion.

5. Hospital administration will expeditiously consult with the CIR.

6. If the CIR is not satisfied with the response of hospital administration, they will refer the suggestion to the Director of Health Services. In referring the suggestion to the Director, the CIR will include a statement as to why they are not satisfied with the response from Hospital Administration.

7. The Director of Health Services and/or his designee shall consult with the CIR within 10 working days within receipt of the suggestion.

8. The Director of Health Services shall have the option of convening a committee of experts, which shall include representatives of the CIR, to investigate the suggestion and to make recommendations to the Director, including but not limited to hospital efficiencies and a multi-disciplinary approach to patient care. The committee shall meet expeditiously and submit its recommendation within 20 days unless an extension is granted by the Director.

9. Members of this Unit may not grieve and the CIR may not refer to arbitration, any suggestion which Management does not implement if Management complied with the Improvement Suggestion Program procedures as stated above.

Section 3.

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

Agenda items at the communications meetings are intended to address issues including but not limited to patient care and any topics related to resident training rotations.

Section 4.

1. Both parties recognize the desirability of maintaining work schedules consistent with optimum patient care. In the interest of maintaining quality patient care and the health and safety of house-staff both parties agree to the establishment of departmental committees at each of the three Medical Centers for the purpose of studying and making recommendations to their hospital administration on the issue of work schedules. The committees will address the following areas:
   - Consecutive work hours/rest periods
   - On call frequency/schedules

2. The departmental committees shall include CIR representation.

3. The recommendations of the respective committees shall be advisory to the respective Medical Centers.

4. In accordance with Section 6.12.020(D) of the Los Angeles County Code, it is recognized that Interns and Residents routinely work more than a basic 40 hours in any one calendar week without compensation or time off for such overtime worked. As a result, CIR desires to establish a mechanism at each of the three medical centers to better document the hours worked by Interns and Residents above the minimum standard number of required hours. Therefore, Management agrees to the establishment of committees at each of the three medical centers comprised of Hospital Administration and facility CIR members in an effort to find a mutually acceptable mechanism of better documenting the actual hours worked by Interns and Residents.

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

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

Section 5.

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

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

Section 6. Patient Relationships

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

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

ARTICLE 14 GRIEVANCE PROCEDURE

Section 1. Definitions

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

Section 2. Responsibilities

1. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

2. The immediate supervisor as specified by the Department Chief or his designee will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

Section 3. Waivers and Time Limits

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

2. Any level of review, or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 4. General Provisions

1. An employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings.

2. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. The parties agree that there have been instances during the life of the present contract that grievances filed at various facilities have not moved forward within the time lines established under Article 14, Grievance Procedure. Both parties further agree that the problems occurring are in the application and observation of the time lines. Therefore, in an attempt to eliminate a continuation of these problems, the parties agree:

a. All grievances and responses will be filed on a standardized form with the Office of Human Resources Management (HRM), 5555 Ferguson Drive, Room 120-15, Commerce, CA. The new form will include an original plus four (4) copies as follows: 1) Department Supervisor, 2) DHS Representative, 3) CIR, and 4) Grievant.

b. If management requests an extension of the time lines but cannot gain concurrence from the grievant, then the Office of Human Resources Management will contact the parties (House staff Officer, CIR and Management) no later than 24 hours prior to the end of time lines regarding a request to extend the time frame. After hearing input from all concerned, the HRM representative will decide to grant or deny the request and notify all parties.

c. The Office of Human Resources Management will generate a quarterly report showing:

- Number of grievances filed (by facility)
- Number resolved
- Number outstanding
- Number failing to meet time lines, and
- Number of extensions granted.

d. Within 30 days of implementation of this MOU, Management and CIR will convene a committee of representatives from DHS and CIR, comprised of no more than four (4) representatives per party, to develop guidelines and forms for time line extensions.

e. Should CIR fail to meet the established time deadlines, then the grievance shall be dropped. Should the County fail to meet the established deadlines, then the employee is automatically granted the right to process the grievance to the next level.

Section 5. Procedure

1. Informal Complaint

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

B. Within five (5) business days from the day of the discussion with the employee, his/her immediate supervisor (as specified in Section 2) shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - Chief of Service or Supervisor

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

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

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

Step 2 - Medical Director

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

B. Within ten (10) business days from receipt of the grievance, the Medical Director shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Medical Director (Director of Health Services)

A. Within ten (10) business days from his/her receipt of the decision at level two, the employee may appeal to the departmental Medical Director using the original copy of the grievance.

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

Section 6. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the departmental Medical Director, or his designated representative, the CIR, or CIR on behalf of an employee whom it has represented in the processing of this grievance, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, suspensions, transfers, classification actions, performance evaluations, and similar matters within the jurisdiction of said Civil Service Commission; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County Department, agency, or commission or any rule or regulation of the Hospital or any affiliated university, unless the arbitrator, in his discretion, finds it necessary to interpret, or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

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

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

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

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

4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the CIR shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6 The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

7. The decision of the arbitrator shall be binding upon the CIR. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The CIR may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition

Implementation

Term

Renegotiation

Authorized Agents

Provisions of Law

ARTICLE 15 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 14, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 14, Section 6, can be submitted to grievance mediation. Both CIR and Management must mutually agree to submit a qualifying grievance to grievance mediation.

3. After completion of the third level of the grievance procedure and by mutual agreement, either management or CIR may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.

4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, CIR and the grievant. The final agreement shall be binding on all

parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 16 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 6, Arbitration, of Article 12, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

   A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

   B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

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

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

B. The parties agree that 1) there will be no representation by counsel and 2) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within 10 working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

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

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

ARTICLE 17 GRIEVANCE COMMITTEE PERSONS

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

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

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

ARTICLE 18 EMPLOYEE LISTS

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

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

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

> The CIR has been certified as your majority representative. The CIR is certified to represent you in negotiations with the County on salaries, hours of work and conditions of employment.
>
> If you want information, or if you wish to join the CIR call:
>
> Committee of Interns and Residents/SEIU
> Box 512075
> Los Angeles, CA 90051-0075
> (310) 329-0111

ARTICLE 19 STRIKES AND LOCKOUTS

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

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

ARTICLE 20 MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

ARTICLE 21 PERSONNEL PRACTICES

Section 1.

Effective April 1984, payroll warrants, including base pay, bonuses, overtime, or any other compensation, will be issued once a month, on the 15th day of the month, for work performed during the previous calendar month. If such day falls on a Saturday, Sunday, or holiday, the payday shall be the immediately preceding regular work day. Employees may opt to receive pay twice a month, including the Earned Salary Advance (ESA), as at present, provided they participate in the Direct Deposit Program, in which the Auditor-Controller automatically deposits the entire semi-monthly net pay directly into the employee's checking or savings account at the bank, savings and loan, or credit Union of his/her choice. Such deposits will be made on or before the 15th and 30th days of each month.

Section 2.

Effective April 1, 1984, any employee who is paid on a monthly basis, and who is not on the Direct Deposit Program, may receive not more than one emergency ESA warrant during any calendar year upon presentation of documentary proof of a bona fide emergency to the appointing authority. Upon request of the appointing authority, not later than the first day of the month, the Auditor-Controller shall issue an emergency ESA warrant not to exceed 50% of the employee's last regular payroll warrant, provided the appointing authority certifies that the employee has sufficient time worked and/or accrued time on the books to cover the period for which the advance is made. Such warrant shall not be issued prior to 15 days after the last regular payday, and the amount of such warrant shall be deducted from the next regularly issued payroll

warrant. Emergency warrants will be issued within 5 working days after receipt of the request by the Auditor-Controller.

Section 3.

Effective April 1, 1984, an employee who is not on the Direct Deposit Program may be paid a salary advance upon the certification of the employee's department head that such employee will be on an approved paid leave of absence of at least 10 consecutive working days extending over a regularly established payday and has sufficient time worked and/or accrued time on the books to cover the entire period for which the salary advance is made. Such salary advance shall be paid in accordance with rules and procedures promulgated by the Auditor-Controller and approved by the Board of Supervisors. An employee who opts for the Direct Deposit Program may be paid such a salary advance in accordance with existing policies applicable to twice-a-month paydays.

Section 4. Discipline/Discharge

No physician shall be disciplined or terminated without just cause. Except in emergency situations, discharge shall not occur without a pre-termination hearing. A pre-termination hearing shall occur within 10 calendar days following the notice of discharge. Subsequent to the discharge action, the grievance procedure may be initiated. The County shall inform and educate all Supervisors, Program Directors, and Department Chairs regarding proper discipline policy and processes pertaining to disciplinary procedures as applied to house staff officers.

Section 5.

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

Section 6.

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

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

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

Section 7. Leaves of Absence

A. Medical Leave

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

B. Pregnancy Leave

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

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

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

C. Family Leave

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

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

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

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

Section 8. Release Time for Exams

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

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

Section 9. Change in Employment Status

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

Section 10. Bereavement Leave

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

Section 11. Access to Records

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

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

ARTICLE 22 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

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

ARTICLE 23 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

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

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

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues deduction each year during the period August 1 to August 15, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Agency Election

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

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

Section 4.

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

A. Agency Shop Defined

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

B. Religious Objections

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

C. Agency Shop

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

D. Rescission

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

E. Union Responsibilities

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

The Union certifies to the County that within thirty (30) days of the effective date of this agreement, it shall adopt, implement and will maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge the propriety of the uses to which Agency Fees are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. CT. 1066 (1986).

F. Implementation

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

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

G. List of New Employees/Separations

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

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

Section 5. Indemnification Clause

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

ARTICLE 24 OBLIGATION TO SUPPORT

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

ARTICLE 25 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits from the County of Los Angeles other than those specifically set forth in the provisions of this agreement or required by Federal, State or County law.

B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

C. If this agreement should be reopened during its term by mutual agreement of the parties, no alternative amendment of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

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

ARTICLE 26 AUTHORIZED AGENTS

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

a. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012, Telephone: (213) 974-2404, except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

b. The CIR's principal authorized agent shall be its Area Director or duly authorized representative.

Committee of Interns and Residents/SEIU
Box 512075
Los Angeles, CA 90051-0075
(310) 329-0111
FAX (310) 329-1253

ARTICLE 27 PROVISIONS OF LAW

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

ARTICLE 28 GRIEVANCES GENERAL-IN-CHARACTER

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

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

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

B. Within five (5) business days of such meeting, and in the event the matter is not satisfactorily resolved; CIR shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter, or their authorized representatives, including the Chief Executive Officer or his authorized representative.

C. Within ten (10) business days from the meeting provided in (B) above, Management's principal representative(s) shall respond to CIR in writing, setting forth Management's decision and reasons therefore.

D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6, Subsection 2 of Article 14, the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 14 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 14 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements arising from the application of the terms of

this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedure set forth herein shall not be implemented where the dispute or complaint involved is, or could be, effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 14 hereof.

ARTICLE 29 EMPLOYEE REPRESENTATIVE

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

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

ARTICLE 30 BULLETIN BOARDS

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

The boards shall be used for the following subjects:

A. CIR recreational, social and related CIR news bulletins;

B. Scheduled CIR meetings.

C. Information concerning CIR elections or the results thereof;

D. Reports of official business of CIR including CIR newsletters, reports of committees or of the Board of Directors; and

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

The designated representative will approve all reasonable requests.

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

ARTICLE 31 EMPLOYEE PARKING

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

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits between the County of Los Angeles and the Coalition of County Unions, AFL-CIO shall apply to employees in this Unit.

ARTICLE 32 HEALTH AND SAFETY

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

Section 1. Wellness Committee

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

Section 1.A

The County of Los Angeles and the union recognize drug and alcohol dependency is a treatable illness. Residents with dependency problems shall have full access to the hospital Well-Being Committee and other resources such as the Los Angeles County Employee Assistance Program for review and consultation regarding re-entry into residency before, during and after dependency treatment. In the event a resident physician becomes impaired during his or her training, including but not limited to

alcohol, drug or chemical dependence, the resident physician will be offered medical leave for treatment. No resident physician shall be disciplined or terminated for seeking such treatment. Resident physicians will be advised and given a copy of any policies on resident impairment if the resident is suspected of a dependency or is seeking treatment for a dependency.

Section 1.B

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

Section 2. Training

A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. SEIU Local 721 and the Department of Health Services and the Department of Public Health will jointly monitor releases to ensure reasonable access to training.

E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule as part of their work week during the duration of their training in order to provide them time to study and attend classes.

F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 3. Patient Transport Teams (Lift Teams)

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

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services and the Department of Public Health. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

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

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

Section 4. Notification and Response to Disasters and Public Health Emergencies

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

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to the plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination service and prophylaxis to affected employees.

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

contamination and disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090 (A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.

3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars ($20,000). The budget will be used to purchase, maintain, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to

aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

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

5. In the event of an attack on an employee by a patient or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the union, the Department shall meet with the union within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 5. Sale or Transfer

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

Section 6. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity. Within 90 days of the Board of Supervisor approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

ARTICLE 33 HEALTH AND SAFETY GRIEVANCE PROCEDURE

A. Management and the Union mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973, the Joint Commission and California Code of Regulations where applicable.

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

C. It is Management's intent not to place Interns and Residents in unsafe work situations which may compromise their health/safety or that of their unborn child.

D. If a hazardous or unsafe condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter to the local facility safety officer or the Departmental Safety Officer, if there is no local safety officer.

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

ARTICLE 34 BEEPERS

Section 1.

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

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

Section 2. Replacement

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

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

2) Theft from hospital locker or from car while fulfilling job duties at any County location.

3) Damage, theft or loss due to an accident involving personal injury or any situation where a police report was filed.

This section will be excluded from the arbitration process.

ARTICLE 35 PROFESSIONAL TRAINING

Section 1. Training Programs for BCLS, ACLS, PALS, ATLS, and NALS

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

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

1. Basic Cardiac Life Support (BCLS) will be offered to all new house officers within the first 90 days of their residency, the timing to be approved by their program director.

2. Advanced Cardiac Life Support (ACLS) will be offered to all house officers within the first 180 days of their residency. Program director approval shall be required.

3. Pediatric Advanced Life Support (PALS) will be offered to house officers in pediatrics, emergency medicine, family medicine and surgery and surgical subspecialties. Program director approval shall be required.

4. Advanced Trauma Life Support (ATLS) will be offered to surgical and EMS house staff who are licensed physicians. Program director approval shall be required.

5. Neonatal Advanced Life Support (NALS) will be offered to emergency medicine, pediatric, OB/GYN and family medicine. Program director approval shall be required.

Section 2. Library Services

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

Within 60 days following implementation of this agreement, Hospital Administration shall provide access to such information, in accordance with ACGME requirements
Where feasible, the Internet and lab/imaging results will be made available.

ARTICLE 36 PATIENT CARE

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

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

1. A computerized laboratory report retrieval system with monitors in wards and clinics.

2. EKG machines in wards and clinics or have equivalent service available.

3. Current and accurate bed control census.

4. Access to ABG machine test results.

5. To fund a patient education program in each department.

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

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

ARTICLE 37 CHANGES IN THE PROVISION AND OPERATION OF HEALTH CARE SERVICES

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

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

ARTICLE 38 LABOR-MANAGEMENT RESTRUCTURING COUNCIL

Section 1.

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

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

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

Section 2. Staffing

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

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

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

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

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

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

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

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

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

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

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

By _____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Chief Executive Officer

SIGNATURE PAGE (CONTINUED)

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

By _____

By _____

By _____

By _____

By _____

By _____

COUNTY OF LOS ANGELES

By _____
~~Director of Health Services~~

By _____

By _____

By _____

TO BE SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS