

Bargaining Unit 325 (Mental Health Psychiatrists and Dentists)

Management Proposal

September 28, 2012

11
CB 9/28/2012

RT 9/28/2012

DB 9/28/2012

Last, Best and Final

1. Amend Article 4, Term, to change the termination date of the contract to September 30, 2013.
2. Amend Article 5, Renegotiation, to change all 2012 dates to 2013.
3. Add Section 5 (Assignment of EHR Incentive Payments) to the salary article.
4. Article 9, Employee Benefits: Accept union proposal of August 23, 2012.
5. Amend Special Pay article per management proposal of September 20, 2012.
6. Amend Article 24, Continuing Education, per management proposal of September 14, 2012.
7. Add article on Dental Registry with changes (135%)
8. No change to the rest of the MOU.

This is a last, best and final offer. All proposals not addressed herein have been fully considered and rejected. If it is accepted, all other outstanding issues will be considered settled.

This proposal is good until 4:00 pm on September 28, 2012. If it is not accepted by that time, it is withdrawn and management reverts to its previous proposal.

ARTICLE DENTAL REGISTRY

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

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

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

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

Compensation for the additional temporary position shall be 130% of the employee's normal base hourly wage. Hourly rates will be capped at 75% of the top tier rate for

135%
75%

contractors in that specialty, or 110% of the employee's normal base hourly wage, whichever is greater. This will be the total compensation for the temporary position.

The secondary position will be without benefits of any kind.

IF THE CEO DETERMINES THAT THERE IS A SHORTAGE OF PHYSICIANS WITHIN ONE OF THE SPECIALTIES IDENTIFIED IN THE PHYSICIANS PAY PLAN, THE HOURLY RATE MAY BE ADJUSTED.

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

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

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

This article will expire on September 30, 2013. It may be renewed by mutual consent.

ARTICLE 9

EMPLOYEE BENEFITS

Section 1.

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

Section 2. Mental Health Psychiatrists

~~Notwithstanding any provisions contained in Article 12, Sick Leave, of the Fringe Benefit Memorandum of Understanding referred to herein, the parties agree that any person employed in a position of Mental Health Psychiatrist (Item No. 4735) shall accrue a maximum of ten (10) days annual sick leave commencing January 1, 1987. All other provisions including method of accrual will apply.~~

Bargaining Unit 325

Management Proposal

September 20, 2012

IA 9/28/2012
DA
CI 9/28/2012
CD 9/28/2012

Management proposal of September 14, 2012 with the following changes:

1. Delete language saying "On a one-time basis, eligible professionals who achieve meaningful use and have assigned incentive payments to the County will be given \$1500 for training." Replace with:
 - a. The County agrees to establish a training fund in the amount of \$150,000 for training related to Health Care reform issues, such as qualifying DMH facilities for Federal loan forgiveness programs. The fund will be administered by a Joint Labor-Management Committee, composed of three members selected by UAPD and three members selected by management. Any programs selected for funding will be subject to CEO approval. This provision will expire on September 30, 2013, and may be renewed only through joint agreement of UAPD and the County.
2. Add to the special pay practices article:
 - a. UAPD and the County agree to meet within 180 days of Board of Supervisors' approval of this MOU to discuss the feasibility of creating a 2.75% bonus for providers who have Board certification in more than one specialty. If it is determined to be feasible, the parties agree to discuss guidelines for implementation during the next negotiations for a successor MOU.

X
All other union proposals not addressed in this proposal have been fully considered and rejected.

Management proposal - 8-31-12

1/28/2012

Bx 9/28/2012
BC 9/28/2012
CB 9/28/2012

ARTICLE 24

CONTINUING MEDICAL EDUCATION

The purpose of Continuing Medical Education is to increase the skills and effectiveness of members of this bargaining unit. It is the policy of the County to support staff in pursuing education in order to promote and encourage the meeting of licensor requirements and the upgrading of skills and knowledge for the effective delivery of mental health services.

Section 1. Psychiatrists

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

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

Approval of Continuing Medical Education shall not be unreasonably denied.

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

Section 2. Dental Professionals

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

hours of County time per year for the purpose of meeting mandatory continuing education requirements.

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

Management will allow permanent part-time Dental Hygienists who work at least 16 hours per week but less than 40 hours per week on a continuing basis up to a maximum of eight (8) hours of County time per year for the purpose of meeting mandatory continuing education requirements during the term of the MOU.

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

Section 3.

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

PA 1/28/2012
JZ 9/28/2012
CB 9/28/2012SECTION 5 ASSIGNMENT OF INCENTIVE PAYMENTS

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

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

On a one-time basis, the County agrees to establish a training fund in the amount of \$300,000 for training related to Health Care Reform issues. The fund will be administered by a joint labor-management committee, composed of three members selected by UAPD and three members selected by management. Any programs selected for funding will be subject to CEO approval. This provision will expire on September 30, 2013 and may be renewed only through joint agreement of UAPD and the County.

ARTICLE 35 PHYSICIAN REGISTRY

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

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

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

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

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

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

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

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

This article will expire on September 30, 2013. It may be renewed by mutual consent