

**LABOR-MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE  
DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF GLENDALE  
AND THE GLENDALE POLICE OFFICERS' ASSOCIATION**

THIS LABOR-MANAGEMENT WORKERS' COMPENSATION EXPEDITED RESOLUTION PROCESS AGREEMENT ("Agreement") is entered into by and between the City of Glendale ("City") and the Glendale Police Officers' Association ("GPOA"). This Agreement is created pursuant to California Labor Code §3201:7(a) (3) (c).

Nothing in this Agreement diminishes the entitlement of a covered employee to compensation payments for total or partial permanent disability, total or partial temporary disability, Labor Code §4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this Agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

**Article I: Purpose**

The purposes of this Agreement are:

1. To provide active employees claiming compensable injuries under Division 4 of the California Labor Code ("Workers' Compensation Law") with an expedited procedure to resolve disputes in accordance with Article IV of this Agreement and to facilitate those employees' prompt return to work;
2. To provide retirees claiming a presumptive injury as defined by California Labor Code (hereinafter "Labor Code") §§3212 et. seq. with an expedited procedure to resolve medical disputes in accordance with Article IV of this Agreement;

3. To reduce the number and complexity of disputes between the City and covered employees, when those disputes relate to issues described in Article IV, Section D of this Agreement

4. To provide workers' compensation coverage in a way that improves labor-management relations, improves organizational effectiveness, and reduces costs for the City;

These purposes will be achieved by a) utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c).

Therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

#### **Article II: Term of Agreement**

The City and GPOA enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for two years from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury covered by this Agreement and before the termination of this Agreement shall continue to be

covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time. The terminating party must give thirty (30) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

### **Article III: Scope of Agreement**

A. This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by 1) active employees; 2) retirees; 3) active employees and retirees who claim a presumptive injury as defined by Labor Code §§3212 et seq., including post retirement amendments of body parts to an existing claim; and 4) active employees who file a claim and subsequently retire before the claim is resolved. Retirees who filed claims while they were active employees are covered under this Agreement only for purposes of a petition to reopen a pre-existing claim to seek new and further disability or to reduce a prior award of permanent disability unless covered under A (2), above. This Agreement does not apply to any other retired employees.

B. Employees who are covered under this Agreement remain covered during the entire period of active employment.

C. Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

D. This Agreement is restricted to establishing an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of covered employees.

E. This Agreement applies only to injuries claimed on or after implementation of the Agreement, regardless of the date of injury. For purposes of this Agreement a "claimed injury" is one for which either a DWC-1 workers' compensation claim form has been filed or where an Application for Adjudication of Claim has been filed with the Workers' Compensation Appeals Board ("WCAB").

#### **Article IV. Expedited Medical-Legal Process**

A. Physicians who act as a covered employee's Independent Medical Examiner ("IME") under this Agreement shall not act as the same employee's treating physician even if the physician has been pre-designated as the employee's treating physician, unless otherwise mutually agreed by the parties. Pre-designation of a physician must comply with the requirements set forth in Labor Code section 4600(d) (1).

B. All employees with a disputed medical issue as described below in Section D must be evaluated by an approved physician from the exclusive list of approved medical providers. Said physician shall serve as an IME. Attached hereto as Exhibit A is an exclusive list of approved medical providers agreed upon by the parties. If the IME needs the opinion of a different specialist, the IME shall refer the employee to another physician on the IME list. If a physician with the required specialty is not on the list of approved providers, then the IME will refer the employee to a physician of the IME's choice.

C. The exclusive list of approved medical providers shall include the specialties as agreed upon by the parties.

D. Notwithstanding the Labor Code provisions set forth in section 4605, an IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including, but not limited to, determination of causation, the nature and extent of an injury, the nature and extent of permanent

disability and apportionment, work restrictions, ability to return to work, including temporary modified duty, future medical care, and resolution of all disputes arising from utilization review and if peer-to-peer communication has not resolved the dispute within five (5) working days. The parties agree that the ill or injured employee shall use the originally chosen IME for all subsequent disputes under this Agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Article IV, subdivision (I)(5), as set forth herein.

E. The IME process described above will be triggered when either party gives the other written notice of an objection in connection with any issues including, but not limited to, determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, work restrictions, ability to return to work, including transitional duty, future medical care, or resolution of a dispute arising from utilization review. Objections from the City shall be sent to the employee with a copy to the employee's legal representative if represented and a copy to the GPOA President. Objections from the employee or employee's legal representative shall be sent to the employee's assigned Workers' Compensation Analyst with a copy to the Workers' Compensation Administrator.

F. Objections shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying decision of the claim automatically creates a dispute; further, all denials and or delays of benefits including a denial of the claim, disputes regarding the scope of medical treatment, disputes regarding the nature and extent of the 4850, temporary disability and permanent disability, and the ability to return to work all trigger the IME process without the need for any formal objection. Delayed decisions based on legal disputes shall not trigger the

IME process. A subsequent acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

G. The exclusive list of approved medical providers shall serve as the exclusive source of medical-legal evaluations as well as all other disputed medical issues arising from a claimed injury.

H. The parties to the Agreement hereby agree that from time to time the exclusive list of approved medical providers may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide notice, in writing, to the other party of its intent to add a physician to the list. Absent a written objection to the other party within thirty (30) calendar days of receipt of the written proposal, the addition shall be made. In the event there is an objection, the physician shall not be added to the list. A physician may only be deleted from the exclusive list of medical providers if s/he breaches the terms and conditions of the contract with the City or by mutual agreement of the parties.

I. Appointments.

1. The Workers' Compensation Section shall make appointment(s) with the IME within ten (10) business days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be sent to the employee, to his legal representative, if there is one, and to the Association representative.

2. The employee shall be responsible for providing the Workers' Compensation Section with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during an employee's non-working hours.

3. Compensation for medical appointments under this Agreement shall be consistent with City policy.

4. Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e) (2), unless transportation is provided by the City.

5. For purposes of appointments, the Workers' Compensation Analyst shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the Workers' Compensation Analyst will resume using the first name on the list.

J. The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement. Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this Agreement, notwithstanding Labor Code section 4605.

K. Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement. A notice of the results of the examination will be sent to the employee, to his or her legal representative, if there is one, and to the Association representative.

L. Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. If one party objects to the provision of any nonmedical records to the IME, the party shall object within ten (10) calendar days of the service of the records. Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not

have a complete and accurate history. There shall be no objection to the provision of medical records to the IME, subject to the Labor Code.

M. The City shall provide to the IME records prepared or maintained by the employee's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City shall serve a copy of the listing of all records provided on the employee and/or on his/her representative.

N. All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the employee or, if the employee is deceased, the employee's dependent, in the course of the examination or at the request of the evaluator in connection with the examination.

O. Ex-parte communication with the IME is prohibited. If a party communicates with the IME in violation of subdivision L., the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to provision I(5). If a new examination is required, the party making the communication prohibited by this section shall be liable for the cost of the initial medical evaluation.

P. If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within twenty (20) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition. The party objecting to the IME's report shall, as part of its objection, notify the other party of its desired method of supplemental discovery.

## **Article V: Discovery**

A. Covered employees shall provide the Workers' Compensation Section with fully executed medical, employment and financial releases and any other documents reasonably necessary for the City to resolve the employee's claim, when requested.

B. The parties agree to the use of releases to be used under this Agreement. If said releases cause undue delay and/or unforeseen adverse impact(s) to the City, and/or GPOA and/or its members, then either party may request a review of the document(s) causing said undue delay and/or adverse impact(s). The parties shall review the document(s) in question within thirty (30) calendar days of a party's request for review.

C. Covered employees shall cooperate in providing a written or recorded statement.

D. This Agreement does not preclude a formal deposition of a covered employee or an IME when necessary. Attorney's fees for depositions of covered employees shall be paid at the rate of \$350.00 per hour, consistent with Labor Code §5710. This rate of reimbursement for attorney's fees for depositions of covered employees is subject to an annual review to determine if adjustments to said rate of reimbursement should be made. There shall be no attorney's fees for depositions of physicians or IMEs.

**Article VI: General Provisions**

A. This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

B. This Agreement shall be governed and construed pursuant to the laws of the State of California.

C. This Agreement, including all attachments and exhibits, shall not be amended, nor any provisions waived, except in writing signed by the parties which expressly refers to this Agreement.

D. If any portion of this Agreement is found to be unenforceable or illegal, the remaining portions shall remain in full force and effect.

E. This Agreement may be executed in counterparts.

F. Notice required under this Agreement shall be provided to the parties as follows:

City: Matt Doyle, Director of Human Resources – City of Glendale

GPOA: Jason Ross, President - GPOA

CITY OF GLENDALE:

By:  1-13-15  
Director of Human Resources Date

GLENDALE POLICE OFFICERS' ASSOCIATION:

By:  1-13-15  
President - GPOA Date

01/27/15  
Weaver/Friedman  
All Ayes

RESOLUTION NO. 15-10

**A RESOLUTION OF THE CITY OF GLENDALE APPROVING  
AND ADOPTING A LABOR MANAGEMENT WORKERS' COMPENSATION  
ALTERNATIVE DISPUTE RESOLUTION PROGRAM  
BETWEEN THE CITY OF GLENDALE AND  
THE GLENDALE POLICE OFFICERS' ASSOCIATION (GPOA)**

**WHEREAS**, the City of Glendale (hereinafter referred to as "City") and the Glendale Police Officers' Association (hereinafter referred to as "Association") have met and conferred on matters within the scope of bargaining as set forth by Government Code 3500, as amended;

**WHEREAS**, the State of California provides employers and recognized employee bargaining units a means for providing alternative dispute resolution programs for Workers' Compensation disputes under the provisions of Labor Code Section 3201.7;

**WHEREAS**, the City and Association have a mutual desire to resolve Workers' Compensation disputed claims in a more timely and efficient manner to benefit both the injured employee and organization as a whole; and

**WHEREAS**, the City and Association have met and conferred in good faith and have agreed to terms of an alternative dispute resolution program for a period of two years, covering non-management, rank and file sworn employees of the Glendale Police Department commencing upon acceptance of the agreement by the Administrative Director of the State of California Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations, Section 10202(d). Thereafter, it shall continue to remain in force from year to year unless terminated by either party as provided for in the agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE:**

**Section 1.** The City does hereby approve, ratify, and authorize the implementation of each economic and non-economic benefit and right set forth in the Alternative Dispute Resolution Program agreement between the City and Association, attached as Exhibit "1" to the Report to

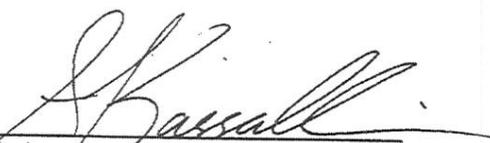
**R R 1**

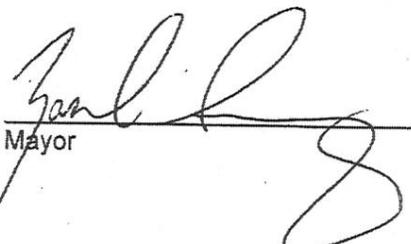
Council dated January 27, 2015 and incorporated herein by this reference, and said economic and non-economic benefits and rights shall be implemented to the extent the City may legally do so in accordance with the provisions of said agreement. The Director of Human Resources is authorized to make minor clerical and other minor language clarifications to the agreement, including the addition or deletion of Independent Medical Examiner (IME) physicians, as needed, so long as such changes do not in any manner change the economic or non-economic benefits and rights of the parties.

**Section 2.** The City Council further authorizes the City Manager and Director of Human Resources to negotiate and implement amendments to this agreement subject to prior approval by the City Council.

**Section 3.** Any provision set forth in said agreement which is inconsistent with any provision of the Municipal Code shall prevail and supersede the inconsistent provisions of the code.

Adopted this 27th day of January, 2015.

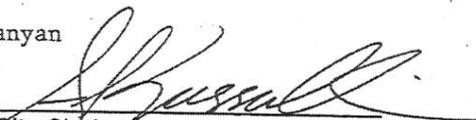
  
\_\_\_\_\_  
City Clerk

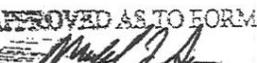
  
\_\_\_\_\_  
Mayor

STATE OF CALIFORNIA     )  
  )  
COUNTY OF LOS ANGELES    )

I, Ardashes Kassakhian, City Clerk of the City of Glendale, certify that the foregoing resolution was adopted by the Council of the City of Glendale, California, at a regular meeting held on the 27th day of January, 2015, and that the same was adopted by the following vote:

Ayes:     Devine, Friedman, Najarian, Weaver, Sinanyan  
Noes:     None  
Absent:   None

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
  
\_\_\_\_\_  
City Clerk  
DATE 1/22/15