

Collective Bargaining Agreement

By and Between

**Crozer-Chester Paramedics
Association/ Pennsylvania Association
of**

**Staff Nurses and Allied
Professionals (CCPA/PASNAP)**

And

Crozer Chester Medical Center

Effective December 20, 2020, to December 19, 2024

Prospect CCMC, LLC/Crozer-Chester Medical Center and Crozer Chester Paramedics Association (CCPA) / PASNAP, agree to extend their December 20, 2020 – December 20, 2023, collective bargaining agreement for one year, through and including December 19, 2024, except for the following changes:

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AGREEMENT

This AGREEMENT made and entered into as of December 20, 2020 by and between the Crozer Chester Paramedics Association, Pennsylvania Association of Staff Nurses and Allied Professionals, hereinafter designated as “CCPA/PASNAP”, or the “Union”, and Crozer-Chester Medical Center, hereinafter designated as “Crozer” or “the Employer”.

WITNESSETH

WHEREAS, CROZER is furnishing an essential public service vital to the health, welfare, safety and comfort of the community; and

WHEREAS, CROZER recognizes the UNION as the collective bargaining representative for the Employees covered by this Agreement, as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the customers of CROZER, as well as of its Employees and avoid interruptions and interference with services to customers and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1: PREAMBLE

Both parties recognize that it is to their mutual advantage, and essential for the welfare of the patients, to have efficient and uninterrupted operation of the Medical Center. The purpose of this Agreement is to establish a harmonious and constructive relationship between the parties.

ARTICLE 2: MANAGEMENT RIGHTS

Section 1.

The management of CROZER and the direction of the working force are vested exclusively with CROZER. Except where expressly abridged by a specific provision of this Agreement, CROZER retains the sole right to hire, discipline or discharge for just cause, layoff, promote, transfer and assign its Employees, to determine or change the starting and quitting time and number of hours worked; to promulgate reasonable rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer Employees to other departments as operations may require; to introduce new or improved facilities; to carry out the ordinary and customary

functions of management whether or not possessed or exercised by CROZER prior to the execution of this Agreement.

Section 2.

CROZER may introduce a change in the method or methods of operation, which will produce a change in job duties and a reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program to be hereafter undertaken by CROZER.

Section 3.

The UNION and CROZER agree to work cooperatively together to attain and maintain maximum patient care and full efficiency.

ARTICLE 3: RECOGNITION

Section 1.

- (a) CROZER recognizes CCPA/PASNAP as the sole and exclusive collective bargaining representative of all full-time and regular part-time Emergency Medical Technicians, Paramedics and Paramedic Lieutenants employed to provide pre-hospital and inter-hospital EMS and transport functions, as certified by the National Labor Relations Board Case 4-RC 20439, July 12th, 2002.
- (b) Excluded from the aforesaid bargaining unit are all other Employees including office and clerical Employees, temporary Employees, guards and supervisors as defined in the National Labor Relations Act.
- (b) A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of Family/Medical Leave of the Employee being replaced, with notification to the UNION.
- (c) In addition, the PRN Paramedics and Emergency Medical Technicians (“EMTs”), and full time, regular part-time and PRN Clinical Assistants employed by Prospect CCMC, LLC/Crozer-Chester Medical (“the Hospital,” “CCMC” or “the Employer”) selected CCPA/PASNAP as their bargaining representative in a representation proceeding docketed with the National Labor Relations Board as Case No. 04-RC-164030, the results of which were certified on January 8, 2016, and whereas the above-mentioned employees chose to be added to the existing bargaining unit of Paramedics, EMTs, and Paramedic Lieutenants represented by the Union at CCMC.
- (d) Prospect CCMC, LLC/Crozer Chester Medical Center (“the Hospital,” “CCMC” or “the Employer”) has recognized CCPA/PASNAP as the bargaining representative of Lead

Paramedics employed by CCMC, and the Lead Paramedics have elected to join the existing bargaining unit of emergency medical technicians (“EMTs”) and Paramedics.

Section 2.

Whenever the word “Employee” is used in this Agreement, it will be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 3, Section 1 hereof.

ARTICLE 4: UNION SECURITY

Section 1.

All Employees on the active payroll as of the effective date of this Agreement, who are members of the UNION, will maintain their membership in the UNION in good standing as a condition of continued employment.

Section 2.

All Employees hired after the effective date of this Agreement will become members of the UNION no later than the ninetieth (90) day following the beginning of such employment and will thereafter maintain their membership in the UNION in good standing as a condition of continued employment.

Section 3.

For the purposes of this Article, an Employee will be considered a member of the UNION in good standing if he/she tenders his/her periodic dues uniformly required as a condition of membership and maintains active employment with CROZER.

Section 4.

Subject to the Grievance Procedure provision of this Agreement, an Employee who has failed to maintain membership in good standing, as required by this Article, will be discharged within thirty (30) calendar days following receipt of a written demand from the UNION requesting his/her discharge, if, during such period, the required dues and initiation fee have not been tendered.

Section 5.

The UNION agrees that it will indemnify and hold CROZER harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 5: CHECK OFF

Section 1.

Upon receipt of a written authorization from an Employee, CROZER will, pursuant to such authorization, deduct from the wages due such Employee each month, starting not earlier than the first pay period beginning after the completion of the Employee's probationary period, and remit to the UNION regular monthly dues as fixed by the UNION.

Section 2.

An Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership and adherence to the UNION and CROZER, will not be required to join and remain a member of the UNION as a condition of employment, but must make charitable contributions in an amount equal to UNION dues to the recognized charity of their choice.

Section 3.

CROZER will be relieved from making such "check off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining agreement, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, CROZER will immediately resume the obligation of making said deductions, except that deductions for terminated Employees will be governed by Section 1, 4 and 5 hereof. These provisions, however, will not relieve any Employees of the obligations to make the required dues and initiation fee payments pursuant to the UNION constitution in order to remain in good standing, except as provided in Sections 4 and 5.

Section 4.

CROZER will not be obliged to make dues deductions or charitable deductions of any kind from any Employee who, during any dues month involved, will have failed to receive sufficient wages to equal the dues deductions or charitable deductions.

Section 5.

Each month, CROZER will remit to the UNION, all deductions for dues and initiation fees made from the wages of Employees for the preceding month, and forward said payment to the UNION on or before the 15th day of each month, together with a list of all Employees from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted and their social security numbers.

Section 6.

It is specifically agreed that CROZER assumes no obligation, financial or otherwise, arising out of this implementation of the provisions of this Article, and the UNION hereby agrees that it will indemnify

and hold CROZER harmless from any claims, actions or proceedings by an Employee arising from deductions made by CROZER hereunder. Once the Funds are remitted to the UNION, their disposition thereafter will be the sole and exclusive obligation and responsibility of the UNION.

Section 7.

Political Action Check Off - CROZER agrees to enable *voluntary* contributions to the PASNAP PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, CROZER shall deduct such funds each payroll period and forward such to PASNAP once per month along with a list of contributors. PASNAP agrees to indemnify and hold CROZER harmless against any and all claims, demands, or suits and may arise out of or by reason of action taken or not taken by CROZER for the purpose of complying with this provision.

ARTICLE 6: NO DISCRIMINATION

Neither CROZER nor the UNION shall discriminate against any Employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation or disability. No Employee covered by this Agreement shall be discriminated against because of membership in the UNION or activities on behalf of the UNION.

ARTICLE 7: UNION ACTIVITY

Section 1.

A representative of the UNION will have reasonable access to CROZER's premises, with advance notice to, and permission from the Administration of CROZER, for the purpose of conferring with CROZER, Shop stewards of the UNION and/or with the Employees for the purpose of administering this Agreement, provided that visitation will not interfere with the operation of the Department.

Section 2.

CROZER will provide enclosed bulletin boards in Station 100 and the pre-hospital room, which will be used for the purpose of posting proper CCPA/PASNAP notices, the contents of which shall be determined by CCPA/PASNAP. Such bulletin boards will be placed conspicuously and at places readily accessible to the CCPA/PASNAP members in the course of employment at those locations.

Section 3.

A union officer or shop steward will be provided reasonable time off from his/her assigned schedule of work, without loss of pay, while involved in the manner provided in the grievance procedure. The officer or shop steward shall request approval from his/her supervisor to attend the grievance and request time to make an appointment with the appropriate supervisor at a mutually agreeable time. The officer or shop steward will report back to his/her immediate supervisor when his/her part in the grievance has been completed.

Section 4.

In the event it becomes necessary to investigate, discuss or settle grievances during working hours, the union officer or shop stewards will first obtain permission from the head or his/her Department, which permission will not be unreasonably withheld, before leaving his/her place of work.

Section 5.

UNION Shop stewards and officers will be granted time off, without pay, for up to three (3) days per year to attend UNION seminars that require Shop steward or officer attendance. The UNION will provide reasonable notice of such meetings.

Section 6.

The UNION will provide CROZER with a list of Shop Stewards.

ARTICLE 8: PROBATIONARY EMPLOYEES

Section 1. New Hires

- (a) Newly hired Employees will be considered probationary for a period of ninety (90) days from the date of hire, excluding time lost for sickness and other leaves of absence. The trainee shall be in the training program for the first thirty (30) days of employment. During or at the end of the probationary period, CROZER may discipline or discharge any such Employee at will and such discharge will not be subject to the grievance and arbitration provisions of this Agreement. CROZER with the expressed consent of CCPA/PASNAP may extend the probationary period of any Employee for an additional thirty (30) calendar days.
- (b) The training period shall normally be thirty (30) days depending on the experience of the new hire and the judgment of the Chief (or designee). Depending on the schedule of the new employee and the FTO, the Employer will normally ensure continuity of training through the training period.
The training period shall be passed or may be extended based on the recommendation of the FTO.
- (b) Generally, Employees will not be pulled to cover open shifts during their thirty (30) day training period and will not be eligible for overtime/mandation until successful completion of their training period.

Section 2. General

For the purposes of this Agreement, an emergency will be defined as one called by any federal, state or local government, the Crozer Chester Medical Center or any emergency where it is deemed necessary by the Crozer EMS Supervisor to expand the existing ALS resources i.e. MCI, Fire, HAZMAT, and Police Action.

Section 3. Orientation

All new Employees will be provided an orientation. The orientation period will be during the probationary period. An orientation review will be conducted prior to the expiration of the probationary period by the FTO and the Employee's supervisor, but the decision whether to retain the Employee shall be the Employer's alone.

ARTICLE 9: SENIORITY

Section 1. Definitions

- (a) CROZER seniority is defined as the length of time an Employee has been continuously employed in any capacity by CROZER; and
- (b) CLASSIFICATION seniority is defined as the length of time an Employee has been continuously employed in a particular job classification (e.g. Paramedic or EMT) measured from their most recent date of hire or promotion to that classification.

Section 2. Accrual

- (a) Upon completion of his/her probationary period, an Employee's seniority will be retroactive to his/her last date of hire;
- (b) CROZER seniority and CLASSIFICATION seniority will accrue during a continuous authorized leave of absence without pay up to twelve (12) months. CROZER seniority and CLASSIFICATION seniority will accrue during a period of a continuous layoff not to exceed the lesser of eighteen (18) months or the length of an Employee's continuous employment, if the Employee is recalled into employment.
- (c) When two or more Employees share the same CROZER or CLASSIFICATION seniority date and the date is used for the purpose of determining preference, preference shall be decided by the date of application and then by date of applicable certification if a further tie breaker is needed.

Section 3. Loss of Seniority

An Employee's Crozer and Classification seniority will be lost when he/she:

- (a) Terminates voluntarily;

- (b) Is discharged for just cause;
- (c) Is laid off for a period of eighteen (18) months or sooner if he or she fails to timely accept an offer of recall to a comparable position (e.g. Classification (Paramedic or EMT), category of employment (full-time or part-time) while on lay-off.)
- (d) If the Employee accepts employment from another Employer during an approved leave of absence (except required military duty) or worker compensation leave, without receiving prior consent from CROZER to do so.
- (e) Is absent from work for three (3) consecutive scheduled workdays without notification to CROZER, provided it is possible to do so.
- (f) Does not return to work from an approved leave of absence.
- (g) Leaves CROZER EMS for a position within the PASNAP organization for more than two (2) years or leaves the bargaining unit for another CROZER position for more than (2) years. Should the Employee be hired back into a bargaining unit position within two years of their departure, the following terms shall apply depending upon the position held during the interim period:
 - i. During the period in which the Employee either leaves Crozer EMS bargaining unit for a position within the PASNAP organization or a non-benefit eligible Crozer position (e.g. PRN), both the Employee's CROZER and CLASSIFICATION seniority up to the point of their departure shall be frozen and shall not continue to accrue.
 - ii. If an Employee leaves the Crozer EMS bargaining unit for another Crozer benefit eligible position, the Employee's CLASSIFICATION seniority will be frozen and shall not continue to accrue beyond the date of their departure; however, their CROZER seniority shall continue to accrue.
 - iii. If such Employees are hired back into a unit position within two years of their departure, they shall recapture their frozen seniority upon the date of their re employment.

Section 4. Application

- (a) CROZER seniority will apply to scheduling, vacation selection and in the computation and determination of vacation accrual and other benefits where length of service is a factor pursuant to this Agreement.
- (b) CLASSIFICATION seniority will apply for all other purposes such as: promotion, transfer, and layoff and recall as described in greater detail hereafter in this Agreement.

Section 5. Seniority List

CROZER will provide the Union each month with a list of new bargaining unit Employees hired during the prior month with their classifications and dates of hire. CROZER shall furnish to the UNION and post an up-to-date seniority list twice each year for a thirty (30) day period beginning with the start of the first full payroll period in January and the first full pay period in July, showing the date of last employment in CROZER. An Employee's standing on such list shall be final unless protested to the Chief no later than fifteen (15) calendar days after the end of the posting period in which an Employee's name first appears on the list as furnished to the UNION hereunder.

ARTICLE 10: HIRING AND PROMOTION

Section 1.

Crozer shall post any bargaining unit jobs that it elects to fill for ten (10) calendar days on all Crozer bulletin boards where jobs are posted and on the Crozer intranet site and Crozer EMS net scheduler. Posted jobs shall include the position title, job classification, a summary of the job description and qualifications and whether the position is full-time or part-time. All interested bargaining unit Employees shall follow the application process set forth by Crozer-Chester Medical Center within the posted period. Positions shall be awarded based on qualifications. Where there is no distinguishable difference, classification seniority will prevail in awarding the position. If no qualified unit member applies for said position, non-bargaining unit Employees or other applicants will be considered.

Section 2.

An Employee who is promoted will serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she will be returned to his/her former job, if that job remains unfilled and available, without loss of seniority or other benefits, excepting that if he/she is discharged his/her rights will be subject to the Article 25 of this Agreement. If the Employee's former job is no longer available, the Employee may be returned to the next comparable job which becomes available.

ARTICLE 11: LAYOFF AND RECALL

Section 1:

Where the Employer determines that it is necessary to lay-off or eliminate positions in a job classification, location or cost center, shift or category of employment (e.g. full-time, part-time or fewer regular hours) it shall notify the Union and the affected Employees in writing at least three (3) weeks before the reduction in force.

Section 2:

When possible, Crozer agrees to meet with CCPA/PASNAP in the event of a proposed layoff/displacement to discuss the reasons for the action and any possible alternatives. This shall not require bargaining over the lay-off.

Section 3: In the event of a lay-off within a classification, Employees shall be laid off in the following order:

1. Employees who volunteer for layoff
2. Probationary Employees
3. Temporary Employees
4. Bargaining unit employees in the inverse order of classification seniority.

For purposes of order of lay-off within a job classification, job classifications shall be limited to paramedics and EMTs. The four members of the CCPA Executive Board, namely President, Vice-President, Secretary-Treasurer and Chief Shop Steward, shall have super-seniority in their job classification for lay-off and recall purposes.

Section 4:

The Employer shall determine the number of positions remaining in each classification, cost center or location, shift and category of employment following the lay-off. Employees who remain shall fill the remaining positions, as scheduled so the staffing patterns and operational needs are met. Thus, for example, the Employer may decide to maintain a certain number of regular part-time positions notwithstanding the fact that part-time Employees are laid off before full-time Employees.

Section 5:

In the event a regular Employee is laid off, he/she may accept a vacant position in his/her classification and category of employment. Employees and the Union Executive Board will be informed of vacancies. Where there are an insufficient number of positions available within the classification and category of employment the remaining positions shall go to those with the greatest classification seniority. If there are remaining positions within the classification at a lower category of employment (e.g. part-time or fewer regular hours), displaced Employees may opt for placement in that position by order of seniority, but they must accept the hours and schedule available. Employees not interested in accepting the part-time position may opt to take the lay-off. Laid off Employees will have priority over PRN staff for open shifts, but they remain non-unit positions and displaced Employees accepting PRN work will be paid the PRN rate.

For the purposes of layoff and recall, the Emergency Room will be considered a separate unit from the 911 unit. Should a layoff occur in one of the units, laid off employees may accept a vacant position in the other unit should they hold the required qualifications and should such positions exist.

Section 6: Effective with the first full pay period after the layoff, displaced Employees will be paid in a lump sum any accrued vacation time and personal holiday time. Sick time will not be payable upon lay off.

Section 7: Recall.

Whenever a vacancy occurs in a job classification, Employees who are on lay-off in that classification shall be recalled in the reverse order of lay-off. If a position arises in a lower category of employment (e.g. part-time) the Employee eligible for recall to that position may opt to accept that position and those hours or remain on lay-off until a position arises in their category of employment. Displaced Employees shall hold a priority bid back to their original position for 18 months. Any bargaining unit member who accepts a recall position with a reduced number of hours shall retain rights to the first comparable benefits position made available up to 18 months after recall. All recall rights shall extinguish after eighteen (18) months of layoff.

Section 8:

Severance. Bargaining unit Employees with three (3) or more continuous years of Crozer EMS service who are displaced due to lay-off shall receive a salary and paid benefit continuation severance package. Severance pay will be paid out on a bi-weekly basis until exhausted, unless the Employee is recalled to service during the severance period in which case severance pay shall terminate upon the date of recall.

Eligible bargaining unit Employees shall receive one (1) week of severance pay for each three (3) years of uninterrupted service with CROZER EMS up to a maximum of twelve (12) weeks. Employees signing a Separation of Employment, General Release and Waiver of Reinstatement shall receive one (1) week of severance pay for each year of uninterrupted service with CROZER EMS up to a maximum of thirteen (13) weeks. The severance period is defined as the period of time in which severance is paid.

Medical, Dental, Prescription, Life and Other Group Insurance (except LTD) will be continued for current plan participants who are eligible for severance for the duration of the severance period (excluding the period in which terminal vacation and holiday time is paid) if they continue to pay their normal Employee contribution.

ARTICLE 12: WAGES AND JOB CLASSIFICATIONS

Section 1.

A. GENERAL INCREASES. Effective with the first full pay period after ratification of the contract, all full time and regular part-time Employees move to the appropriate step on the Wage Scale(attached).

B. PAY SCALE. Effective upon ratification, all full-time and regular part-time employees shall continue to receive any applicable step increases for their classification based upon their full years of service in their job classification. See Wage Scale (Appendix A). Such increases shall be effective the first full pay period after the anniversary of their date of hire in that classification. Once an individual has been placed into a step on the wage scale for their classification, he or she shall progress based upon full years of classification seniority from their date of hire or promotion into the classification.

Section 2. New or Changed Job Classification

If CROZER should establish a new position or classification, substantially change an existing classification, or change the duties of any Employee to such an extent that the Employee's work does not fall within any classifications covered by this Agreement and yet involves duties which render the Employee subject to this Agreement, CROZER will notify the Union of the new job position or classification and bargain over the rate of pay with the Union prior to posting.

Section 3

An Employee who gives notice of resignation consistent with the amount of notice required by Crozer EMS policies, or whose employment is terminated, or who has been laid off, will be entitled to receive payment for unused vacation time, up to a cap of two (2) times the employee's yearly allotment, and holiday time accrued on or before the effective date of the resignation, termination or layoff.

Section 4. Job Descriptions

The Employer retains the sole discretion to modify job descriptions and the requirements and qualifications for any position. When and if the Employer chooses to update or modify any job description and/or the requirements or qualifications of any position it shall provide 30 days written notice to the Union and an opportunity to discuss the changes. However, the Employer shall not be required to bargain over any job description and/or the requirements or qualifications for any position.

Section .5 Promotion to Paramedic

Where an EMT, after having met the requirements specified by the Employer for a Paramedic, is offered a Paramedic Position, he or she will be placed on the applicable Paramedic Pay Scale, at the pay rate which is immediately above his current EMT pay rate. For example, if a current EMT making \$19.34 at the 10 year EMT step is promoted to a paramedic position, he or she will be paid at the starting paramedic rate of \$21.59, as it is the step immediately above his/her current EMT rate. The EMT will not receive credit for his/her EMT experience and will not be placed on the 10 year paramedic step. Thereafter, as a paramedic, he or she will progress to higher steps on the scale based on his or her years of service as a paramedic.

Section .6 Promotion to Paramedic First Class

When a paramedic meets the requirements for Paramedic First Class, as specified by the Employer, he or she will receive the applicable PFC pay differential of 3% or 1.5% (not nationally certified PFC) depending on the qualifications (listed in Appendix C) above the appropriate step on the applicable paramedic scale.

Section .7 Promotion to Field Training Officer

Where a Paramedic First Class, after meeting the requirements of an FTO specified by the Employer is offered an FTO position, he or she will receive a \$1.00 differential for all hours worked. The

Employer, in its sole discretion, shall determine the number of FTO positions available.

Section 8. Promotion to Paramedic Lieutenant

Where a Paramedic, after meeting the requirements of a Paramedic Lieutenant specified by the Employer, is offered a Paramedic Lieutenant position, he or she will receive a \$1.50 differential on top of the appropriate paramedic rate, including applicable Paramedic First Class Differential.

Section 9: Promotion to Assistant Chief

Where a Paramedic, after meeting the requirements of an Assistant Chief as specified by the Employer, is offered an Assistant Chief position, they will be placed on the wage scale below. After Ratification the current Assistant Chiefs will be placed on the appropriate scale based on the number of full years they have held the position of Assistant Chief or Director within the Health System. It is at the sole discretion of the Employer to determine the number of Assistant Chiefs in the department.

ARTICLE 13: HOURS

Section 1.

The regular work week for all full-time Employees will consist of forty (40) hours per week, except that Employees who are hired into .9 FTE positions and are regularly scheduled to work three 12 hour shifts each week shall be considered full-time. The regular work week for part-time Employees will consist of twenty (20) hours but less than 36 hours a week. Per-Diem employees covered by this agreement must be available to work at least twenty-four (24) hours per month. The Employer retains the sole discretion but not the obligation to create different full-time or part-time work weeks. Nothing in this agreement shall constitute a guarantee of hours.

Effective with the conversion and upgrade of the time accounting system the pay period and pay date will change to a Sunday to Saturday pay period and pay date will change from Thursday to Friday. Thereafter, the "pay period" shall consist of fourteen (14) days, one hundred sixty-eight (168) hours, beginning with shifts starting after 12:01 A.M. Sunday and ending with shifts ending before 12:00 midnight the following Saturday. Should the Employer thereafter implement changes to the pay period and pay date that apply to the entire Crozer system, the Employer shall give the Union at least 60 days' notice of the change(s) and an opportunity to negotiate the change.

Section 2.

(a) Work Schedules will be posted at least three (3) weeks in advance on the net scheduler. Once the schedule is posted a scheduled shift shall not be changed except by mutual agreement, except that the Employer may cancel an employee up to three (3) hours before the scheduled shift where the assignment pertains to a special assignment or MRI procedure and the event or procedure has been canceled or where extraordinary circumstances cause a sudden lack of work.

(b) If and when the Employer institutes a designated .9 FTE position or positions involving a three-12 hour-shifts-per week schedule, the Employer will seek volunteers by posting positions. No

Employee working forty (40) hours per week will be required to bid on such .9 positions.

(c) If a 40 hour per week Employee bids and is awarded a .9 position, he or she may return to his or her former 40 hour position within 60 days, subject to availability. Thereafter, if a 40 hour per week position is posted and the individual wishes to return to a 40 hours per week schedule, he or she must comply with the regular process and bid on the job. Nothing herein shall modify the seniority, lay-off, promotions, management rights or other provisions of this Agreement.

(d) With respect to “extraordinary circumstances causing a sudden lack of work,” the parties could not cite any specific set of existing circumstances or precedent that would qualify as “extraordinary circumstances,” but the term clearly would not apply to routine circumstances, such as last minute call offs, shutting down a unit due to call offs or pulling an Employee to a different unit. Such extraordinary circumstances could arise in the future, for example, if the EMS operations were restructured so that multiple units were assigned on a given shift to provide 911 services for several combined jurisdictions at the same time. Thus, if there was a sudden or unforeseen drop in activity on the preceding shift, one of the several units on the next shift could be canceled while the remaining units continued to provide adequate coverage for the combined service area. This would be similar to low census days on a nursing unit in which several nurses were normally assigned, but due to a sudden decline in census, the full complement is not needed to provide coverage for the reduced number of patients.

Section 3.

The Chief shall determine core staffing requirements and may set additional parameters based on operational, training, personnel, economic, customer service or other legitimate business needs of the Department. Such parameters shall be communicated in writing to the Chief Scheduling Steward and shall not conflict with any part of this Agreement.

Section 4.

- (a) Schedules shall be developed by the Union Scheduling Committee to meet the core staffing guidelines and additional parameters set by the Chief. The schedules shall be submitted to the EMS Chief or designee for review and approval at least one week before the Schedule must be posted. Management may only reject and send back a schedule when it does not conform to this Agreement, the core staffing requirements or additional parameters set by the Chief. If a schedule is rejected and sent back to the Scheduling Committee, it must be accompanied by a written explanation containing the reasons. The Union Scheduling Committee must then correct the schedule and re-submit it to the Chief or his Designee for approval. If appropriate corrections are not made, the Chief or his Designee may assume responsibility for producing the schedule. Only the Chief or his designee shall have the authority to post schedules.
- (b) Following consultation with the scheduling committee, the Chief or his designee shall have the sole discretion to develop and from time to time revise the Crozer EMS Scheduling Guidelines. Whenever the scheduling guidelines are revised written notice and a copy shall be provided to the CCPA/PASNAP President and the designated PASNAP Staff Representative at least thirty (30) calendar days prior to implementation. While the Chief shall meet and discuss the changes, it shall not delay nor require that the Chief bargain over such changes. However, the “scheduling guidelines” shall not contradict the express provisions of the contract. The

Scheduling Guidelines or portions thereof may constitute “additional parameters” set by the Chief or his designee, if the Scheduling Committee is so advised in accordance with Section 3 above.

Section 5.

Paramedics will not work more than 26 weekends in a calendar year without mutual agreement

Section 6.

No Employees will be required to work more than seven (7) consecutive days, unless agreed upon between the Employer and the Employee.

Section 7.

No schedule shall be prepared that routinely provides for scheduled overtime.

Section 8.

An Employee’s ability to rotate to specific unit(s) shall be determined by his or her job classification. Subject to such ability, the Employer shall endeavor to equitably rotate Employees among the specific unit(s) appropriate for their classification.

The Duty Supervisor may change daily assignments to achieve optimal use of EMS Staff. The Employer shall make changes on an equitable basis consistent with the optimal use of staff.

Section 9.

Mutual switches may occur subject to the following rules: (1) A mutual switch may only occur between two (2) Employees; (2) mutual switches require the agreement of both parties making the switch; (3) no mutual switch can occur or will be authorized if it directly or indirectly creates or allows for overtime, additional FTE usage, or additional position vacancies; (4) Employees may engage in long term mutual switches, upon approval from the EMS Chief; and (5) requests for mutual switches shall not be unreasonably denied.

Section 10.

Whenever the Employee requests a change of shift, approval of such request will not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working. If more than one (1) Employee applies, such change will be given to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees will have preference in filling vacancies on another shift in the classification in which he/she is then working over new hires.

Section 11.

No Employee will be permitted to work more than sixteen (16) consecutive hours in or among CKHS cost centers, except under extraordinary circumstances.

- (a) After working sixteen (16) hours an Employee may return for another shift after eight (8) hours. Any request to return to work with less than an eight (8) hour break must be approved by the EMS Chief.
- (b) An Employee shall not be scheduled for a shift of less than 8 hours as part of his/her regular scheduled hours. However a shift of less than 8 hours may be posted as an extra shift.

Section 12.

The Chief Scheduling Steward and Scheduling Committee members shall be reimbursed for time spent scheduling up to a collective total of eight (8) hours per month which may be divided among them.

Section 13.

Non-Productive time (example, vacation and personal days) may be used for call outs or emergency absences not covered under sick leave.

An emergency call out is defined as a call off that occurs with less than twenty-four (24) hours of notice to management.

Management agrees that bargaining unit employees may utilize up to 2 shifts of non-productive time which shall not exceed 24 hours for an emergency call out and not have it count towards attendance management discipline. Emergency call offs beyond 2 shifts not to exceed 24 hours in a calendar year will be subject to the attendance management discipline.

Bargaining Unit members may use non-productive personal time or vacation time to cover the 16 hours. Bargaining Unit members are encouraged to utilize their non-productive personal time prior to utilizing vacation time for an emergency call off. Management reaffirms that personal time is required to be utilized during the year it is earned and that any unused personal time remaining in any employee's personal time bank as of December 31 of the calendar year will not be paid out and will be forfeited. Bargaining unit members are required to manage the utilization of their personal time so that it can be used throughout the course of the calendar year and any unused personal time that cannot be accommodated due to scheduling limitations at the end of the year will be forfeited. Management reserves the right to request documentation for emergency call offs. The 16 hours for emergency call offs cannot be applied retroactively to avoid

discipline under the standard attendance policy.

ARTICLE 14: EXTRA HOURS AND OVERTIME

Section 1.

Employees shall receive one and a half (1.5) their regular rate for any hours worked in excess of forty (40) in a week. There shall be no pyramiding of overtime or overtime and premium pay.

Section 2.

The Employer has the right and responsibility to attempt to assign extra hours to those who can work them on a non-overtime basis and to avoid scheduling an Employee when it will result in the payment of overtime later in the week.

Subject to feasibility and availability, the Chief and Assistant Chiefs shall generally follow this order when offering extra hours:

- Part-timers when no overtime is involved.
- Per-diem Employees when no overtime is involved
- Full-time or part-time Employees when overtime is involved.

Where impracticable under the circumstances, the Chief and Assistant Chiefs have the discretion to deviate from this order of scheduling among part-time, per diem, and full-time Employees where necessary to fill needed shifts or replace call-offs.

Section 3.

Extra shifts or hours shall be posted on the net scheduler. Employees also may post their availability to work extra hours. The Employer may refrain from assigning staff to available shifts or extra hours up to 72 hours prior to the start of the shift. Once an Employee agrees to work extra hours, he or she must work such time. Once extra hours are awarded to an Employee the Employer may not cancel

them, except the Employer may cancel an Employee up to three (3) hours before the scheduled shift where the assignment pertains to a special assignment and the event or procedure have been canceled where practical. Where the Employer mistakenly schedules an Employee and the Employee reports to work the Employee shall have the option to leave and receive one hour of pay or stay and receive at least four (4) hours of work.

Section 4.

Where the payment of overtime is unavoidable, it will be distributed, to the extent practicable, on a rotational basis starting with full-time, then part-time and finally PRN staff. Within each such group overtime will be distributed starting with the Employee with the least amount of overtime in that calendar month (based on at least four (4) hour increments), then the Employee with the next lowest amount of overtime and so on. If the overtime hours of two or more Employees are equal, it shall be awarded to the Employee with the greater classification seniority.

In scheduling necessary overtime EMT's will have preference in the filling of EMT shifts. Paramedics will have preference in the assignment of Paramedic shifts. Lieutenants will have preference in filling Lieutenant shifts. Lead Paramedics will have preference in filling Lead Paramedic Shifts.

A monthly overtime log shall be maintained to insure a fair distribution of overtime. This overtime log shall be posted on the Crozer EMS shared drive which reflects overtime as it is awarded.

The-Employer will maintain a monthly overtime log which shall be distributed each month to the Scheduling Coordinator.

Section 5.

Mandatory overtime will not be assigned except where necessary to address unanticipated and critical healthcare emergencies. Such assignments shall be made in inverse order of seniority, except where the Chief or designee determines that the junior Employee lacks the necessary experience or skills needed to address the emergency. The reasons for the mandatory overtime shall be documented on the net scheduler or mandatory overtime log.

The affected Employee will be alerted by management whenever possible a minimum of two (2) hours of a potential requirement for an Employee to remain on duty past his/her quitting time, except in case of an emergency.

All mandated shift hours will be paid at one and one half. A mandatory overtime requirement will trigger an additional \$10/hr for all mandated time.

Section 6.

If an individual is called at home and volunteers to work an extra shift, the Employee will be given two hours from the call time in which to report for duty. The Employee shall be paid from the time of his/her arrival. If less than two (2) hours notice is given, then the Employee will not be disciplined for lateness up to two (2) hours from the time the Employee was called. For example, if the Employee is called at 5:30 a.m. for a 7:00 a.m. shift, the Employee will not be disciplined for lateness up to 7:30 a.m.

ARTICLE 15: SHIFTS AND SHIFT DIFFERENTIALS

Section 1.

(a) Shift differential:

\$1.75 per hour for scheduled shifts commencing on or after 3:00 P.M. Shift differential shall be \$2.00 per hour for scheduled shifts worked after 11:00 P.M. and before 7 A.M.

ARTICLE 16: VACATION

Section 1.

Newly fired EMS will not accrue vacation, personal or sick time until they have completed their 90 day probation. Any regular full-time Employee who has completed at least one (1) year of continuous full time service from the date of employment shall receive ten (10) days of paid vacation. Five (5) days of this vacation may be taken after the Employee has completed at least six (6) months of continuous full-time service.

Section 2.

Any regular full-time Employee who has completed five (5) years of continuous full-time service shall be eligible to receive fifteen (15) days of paid vacation.

Section 3.

Any regular full-time Employee who has completed thirteen (13) years of continuous full-time service shall be eligible to receive twenty (20) days of paid vacation.

Section 4.

Any regular full-time Employee who has completed twenty (20) years of continuous full-time service shall be eligible to receive twenty-five (25) days of paid vacation. Employees with twenty (20) or more years of service shall be permitted to sell back two weeks of vacation time per calendar year. Employee's with thirteen (13) years of continuous service shall be permitted to sell back one week of vacation time per calendar year.

Section 5.

An Employee shall be entitled to take his or her vacation at any time during the course of the year, provided that the work requirements of CROZER permit the scheduling, and provided that the Employee gives CROZER at least three (3) weeks advance notice of his or her intended vacation dates.

Section 6.

Employees, who submit their request in writing by March 31 shall receive their preference of vacation leave based on their Crozer seniority, provided however, that the department head shall determine the number of Employees to be off at any given time. All Employees must receive one week of summer vacation (6/1 thru 9/21) if requested.

Section 7.

Vacation and holiday requests submitted after March 31 will be granted on a first-come first-serve

basis and with the following stipulations:

- (a) Vacation and holiday requests in blocks of one week (36 hours) or greater will be given preference over requests of less than one week (36 hours).

Section 8.

An additional paid day of vacation shall be allowed when a named holiday occurs during a scheduled vacation. Employees should consult with their department head prior to leaving on vacation if a holiday is to occur during their absence.

Section 9.

Part-time Employees, who work regularly twenty or more hours per week but less than thirty, will receive one-half the regular vacation authorization. Part-time Employees who regularly work 30 or more hours per week shall receive $\frac{3}{4}$ of the regular vacation authorization.

Section 10.

Vacation pay will be separately taxed and will be paid on the payday before the start of an Employee's vacation, if requested at least three (3) weeks in advance.

Section 11.

An Employee who resigns shall give CROZER two (2) weeks' advance notice. An Employee who gives such notice of resignation, or who is discharged by CROZER, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or discharge.

Section 12.

In the case of Employees working less than full-time, the following rules will govern accrual of continuous service and actual entitlement to vacation:

- (a) No employee may accrue more than 2 time (i.e. 200% of their annual entitlement).
- (b) Employees working more than 20 but less than 40 hours per week shall earn the same amount of continuous service as full-time Employees. However, so long as such Employees remain on part-time status, their actual vacation entitlement shall be one-half of the regular number of days' vacation to which such continuous service would otherwise entitle them in the case of part-timers working less than 30 hours per week, and $\frac{3}{4}$ of the regular number of days in the case of part-timers working 30 or more hours per week.
- (c) Employees working less than 20 hours per week shall neither earn continuous service nor be entitled to take vacation. However, if such an Employee earned any continuous service prior

to becoming less than a 20 hour per week Employee, such service shall continue to be used in computing the amount of vacation to which the Employee is entitled if he or she subsequently returns to more than 20 hours per week status without a break in service.

- (d) These rules shall be used in calculating the vacations to which Employees are entitled after the date of this agreement and shall include all continuous service earned prior to the date of this agreement as well as earned in the future; provided however, that no actual days of vacation pay need now be awarded for prior years when these rules were not in effect.

Section 13.

Absences due to established illnesses, maternity leave or injury not exceeding five weeks shall be considered as time worked in determining the amount of vacation pay for Employees with, from more than one (1) and up to but not exceeding five (5) years of service. For Employees with service beyond 5 years, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an Employee commences his or her vacation, the original vacation shall remain in effect. Substantial proof of such illness, maternity or injury must be provided by the Employee upon return to work after any absence caused by such illness, maternity or injury.

Section 14.

Upon termination of employment, Employees cannot cash out more than 2 times their annual vacation accrual.

Section 15.

Once a Vacation or Holiday is granted the time will not be cancelled without the agreement of all parties involved. Requests to cancel a vacation or holiday shift will be handled on an individual basis between the Employee and the Scheduling Committee.

- a. If the shift in question has not been filled, the Employee may be placed on the schedule in that same unit/shift.
- b. If the shift has been filled with another Employee utilizing straight time and the request is made before the start of the 3 week posted schedule, the requesting Employee may be reassigned to his/her unit/shift and the scheduled Employee will be rescheduled if time is available.
- c. If the Employee request is within the 3 week posted schedule or overtime has been assigned to cover this shift, the Employee may be assigned to another shift or unit if available. Unit placement will be determined by the Chief or designee in accordance with scheduling needs as long as it does not result in overtime.

ARTICLE 17: HOLIDAYS

Section 1.

Employees will be granted eight (8) paid legal holidays according to the following schedule:

| | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | MLK Day |
| Presidents Day | Christmas Day |

Section 2.

Full-time bargaining unit employees shall, each January, receive sixty-four (64) hours of "holiday" time in a bank; regular part-time employees shall receive thirty-two (32) holiday hours each January. The holiday bank shall be capped at sixty-four (64) hours per year. Employees must use the prior year's banked holiday time (64 hours accrued between January 1 and December 31) by January 15 of the following year. In November, December, and through January 15, employees shall be limited to one (1) day per month and such holiday requests shall not be unreasonably denied. Each year on the pay date following January 15th, unused holidays from the prior year shall be paid out.

Full-time bargaining unit employees shall, each January, receive thirty-two (32) hours of personal time; regular part-time employees shall receive sixteen (16) hours of personal time hours each January. Such time may be used at any point during the calendar year, in accordance with contractual scheduling procedures. Unused personal time that remains unused as of the end of the calendar year (December 31) will be forfeited. Unused personal holidays shall not be paid in the event an employee leaves the employ of Crozer.

Section 3.

To be eligible for a paid legal holiday, an Employee must:

- (a) Be employed for thirty (30) days before the holiday.
- (b) Work his or her regularly scheduled workday preceding and following the holiday, except for Employee's legitimate illness and CROZER may require a doctor's certificate as evidence thereof.

Section 4.

If an Employee is scheduled to and does work on a legal holiday, he or she shall receive time and one-half his or her regular rate of pay for all hours worked on such

holiday.

Section 5.

A regular part-time Employee who works twenty (20) hours per week or more and who does not work on a legal holiday (either because the Employee is not scheduled to work on the legal holiday, or although scheduled, the Employee is given the holiday off by management) shall receive four hours pay at his or her regular straight-time hourly rate as holiday pay if he or she works less than 30 hours per week, and six hours pay if he or she works 30 or more hours per week, provided the Employee works his or her entire last scheduled workday immediately preceding, and his or her entire first scheduled workday immediately following the legal holiday. Part-time Employees will be permitted to use compensatory time off for holidays to make an eight (8) hour day.

Section 6.

In those departments where all of the Employees cannot be given off because of requirements, Crozer seniority will be the determining factor. The selection of those Employees to be given the holiday off will be on the basis of the Crozer seniority.

Section 7.

An Employee scheduled off on a holiday shall not be required to work on that holiday unless it is agreed to be the Employee.

Section 8.

An Employee who resigns with at least two weeks' notice, or who is discharged by CROZER, shall have their time off bank prorated accordingly. In the case of resignation, if notice is not given as provided above, an Employee shall not be entitled to such payment, provided it was physically possible for the Employee to have given such notice.

Section 9.

For purposes of holiday premium pay only, the 11:00 P.M. – 7:00 A.M. shift beginning on the evening before the holiday shall be considered a shift worked on the holiday. The 11:00 P.M. – 7:00 A.M. shift beginning on the evening of the holiday shall not be considered a shift worked on the holiday.

ARTICLE 18: SICK LEAVE

Section 1.

In general, sick leave is used for the personal illness of the Employee. An Employee may use sick days to cover time lost from work for visits to the doctor or dentist, provided such time is requested and approved in advance. Approval will not be unreasonably denied. Employees may use accumulated sick days for absences covered under the Family Medical Leave Act, when the Employee has the medical condition.

(a) Employees shall be entitled to ninety-six (96) sick hours per year.

(b) Call-off Time: An employee calling off must call in at least two (2) hours before the day shift and at least four (4) hours before any other shift.

Section 2.

An Employee who has been exposed to or has developed a non-disabling infection may be required to stay away from work to prevent possible spread of the infection. Approval of such an absence to prevent contagion must be based on the decision of the Employee Health Service, and only when suitable alternative work cannot be arranged.

Section 3.

Sick leave pay must be requested as sick leave no later than the day the Employee returns to work whether or not a doctor's certificate is required.

Section 4.

Employees will not be required to furnish doctor's certification for illness or injury until absent for more than three (3) consecutive days, except in the case of excessive absenteeism or patterned absenteeism as defined in CROZER's policy.

Section 5.

Employees will continue to earn vacation and holiday benefits while out on paid sick leave.

Section 6. On-the-Job Injury or Sickness

CROZER will furnish the UNION the name of its Worker's Compensation Insurance carrier and policy number upon execution of this Agreement.

ARTICLE 19: PAID LEAVE

Employees, after their first ninety (90) days of employment will be entitled to paid leave as follows:

Section 1. Funeral Leave

An Employee will be paid at the regular rate of pay for twenty-four (24) hours in the event of the death of a parent, legal guardian, spouse, child or grandchild. An Employee will be paid at the regular rate of pay for eight (8) hours for a grandparent, brother, sister, mother-in-law and father-in-law.

Section 2. Jury Duty

All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty. If CROZER feels that the Employee's work is essential, an excuse from jury duty will be requested. CROZER will aid such Employees in securing release from jury duty.

ARTICLE 20: UNPAID LEAVE

Employees will be eligible for unpaid leave in accordance with the following:

Section 1. Family/Medical Leave

In the event of 1) the "serious health condition" of an Employee; 2) the "serious health condition" of an eligible "family member" of an Employee or 3), the birth, adoption or foster placement of a child with an Employee; as defined by the Family Medical Leave Act of 1993, the Employee will be eligible for Family/Medical Leave.

The Employee is required to submit medical evidence of a "serious health condition" within the time frames established by the Family/Medical Leave Act, in order to apply for such leave.

Eligible Employees will be entitled to up to twelve (12) weeks of Family/Medical Leave in any twelve-month period.

Section 2. Military Leave

Employees will be granted military leaves of absence in accordance with applicable law. In addition, Employees will be granted leaves of absence without pay to attend the National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.

Section 3. Union Business

A leave of absence for a period not to exceed three (3) years will be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the UNION, provided such leaves will not interfere with the operation of the Center.

Section 4. Other Leaves

- (a) An Employee who has been continuously employed for twelve (12) months or more may request an unpaid leave of absence of up to sixty (60) days by submitting a written request for same and the reasons therefore to CROZER. Approval of the unpaid leave is at the discretion of CROZER. The unpaid leave of absence may be extended for a period of no more than two (2) months and the extension must be in writing;

Section 5. Returning From Leaves

- (a) When an Employee returns to work following involuntary leave of absence (FMLA, Workers' Compensation, approved Disability claim) within twelve (12) weeks, he/she will be reinstated to his/her former position and shift with seniority.
- (b) When an Employee who returns to work from all other leaves of absence, he or she will be reinstated to his/her former job and shift, if available, or another position with the same classification with seniority. If the Employee fails to take said opening, he/she will lose both the right to return to said job and his/her seniority.

ARTICLE 21: BARGAINING UNIT WORK

Section 1.

No bargaining unit Employee will lose his/her employment as a result of non-union Employees performing their work.

ARTICLE 22: MISCELLANEOUS

Section 1. Physical Exams

CROZER will pay for or provide such physical examinations of Employees as it may require. Section 2. Personnel Files

Personnel file review will be handled in accordance with Crozer-Chester Medical Center policies. Section 3. Job Standard Studies

If a study is to be made for the purpose of establishing a job standard, the Employee on such job will be so notified.

Section 4. Weekends

CROZER will not require make-up of weekends due to vacation.

Section 5. Inclement Weather or Call In

The Administrator of CROZER has the sole discretion to determine whether or not the weather conditions constitute a weather emergency. The Administrator will also decide whether or not any grace period will be given for lateness, and if so, how much grace time will be given.

Employees who are called to work on a scheduled day off due to emergency weather conditions will be paid for their normal shift, provided that the Employee reported to work within one (1) hour of the time of the call.

Section 6. Direct Deposit

The Employer will make direct deposit available for the distribution of payroll checks.

Section 7. In-Service and Continuing Education

The Employer will provide in-service and continuing education in the interests of CROZER's Employees and in the improvement of patient care at the discretion of the employer.

Section 8. Uniforms

Each fiscal year, CROZER will budget \$600.00 (full-time), \$300.00 (part-time), and \$250.00 (Per Diem), to provide uniforms to Employees. CROZER will designate the vendor and a list of approved uniform items. CROZER will identify two (2) periods during the course of the year when Employees may submit items for approval.

As part of their uniform allowances, all new Employees shall receive upon completion of their probationary period the following:

1. FTE Employees shall receive four (4) pair of pants, four (4) short-sleeved shirts, two (2) long sleeved shirts, one (1) Uniform style 2-1 winter jacket, one (1) badge, and one pair of safety boots. This complement must be maintained at minimum.
2. Part-Time Employees shall receive two (2) pair of pants, two (2) short-sleeved shirts, one (1) long sleeved shirt, one (1) Uniform style 2-1 winter jacket, one (1) badge, and one (1) pair of safety boots. This complement must be maintained at minimum.

New Employees will not be eligible for additional uniform allowances until the next calendar cycle, unless damaged as noted above.

ARTICLE 23: BENEFITS

1. Effective through the term of this agreement all bargaining unit employees will be eligible to participate in all plan offerings. The Employer currently offers Employees with the option of selecting one (1) of five (5) Medical Plans referred to as the Value Plan, EPO, Limited PPO, Standard PPO, Premier PPO. The Employer may make changes to the EPO plan provided the changes result in a substantially similar plan. Before making changes to, eliminating or replacing the other plans, the Employer will give the Union advance notice and the opportunity to meet and discuss the changes.

2. **Contributions for Insurance Premiums** Effective January 1, 2021, fulltime and eligible part-time Employees shall pay, twice monthly through payroll withholding, for the Plan selected by Employee as well as the category of coverage, i.e. Employee Only, Employee and Child, Employee and Spouse, Employee and Child(ren) or Family. As defined below:

Employee Bi-weekly Contributions 2021

| EPO | Full time | Part time | Limited PPO | Full Time | Part Time |
|---------------------|------------------|------------------|--------------------|------------------|------------------|
| EE Only | \$68.06 | \$120.32 | EE Only | \$98.38 | \$196.76 |
| EE Spouse | \$136.12 | \$240.62 | EE Spouse | \$195.72 | \$391.44 |
| EE Child(em) | \$121.43 | \$204.55 | EE Child(em) | \$175.61 | \$351.23 |
| Employee Family | \$171.88 | \$343.76 | Employee Family | \$260.33 | \$520.66 |
| | | | | | |
| | | | | | |
| Standard PPO | Full Time | Part Time | Premier PPO | Full Time | Part Time |
| EE Only | \$144.92 | \$256.17 | EE Only | \$225.45 | \$427.14 |
| EE Spouse | \$288.31 | \$509.63 | EE Spouse | \$448.52 | \$873.28 |
| EE Child(em) | \$258.69 | \$435.77 | EE Child(em) | \$402.46 | \$782.47 |
| Employee Family | \$383.48 | \$766.97 | Employee Family | \$596.59 | \$1,169.42 |
| | | | | | |
| | | | | | |
| Value | Full Time | Part Time | | | |
| EE Only | \$47.64 | \$84.22 | | | |
| EE Spouse | \$95.29 | \$168.43 | | | |
| EE Child(em) | \$85.00 | \$143.18 | | | |
| Employee Family | \$120.31 | \$240.62 | | | |

3. In 2022, Prospect Medical may only raise bi-weekly premium cost and copays based on the 2021 contributions under the following conditions:

A. Cost increases must be done system wide for all nonunion employees. B. The dollar amount may not increase more than 10% of previous years' premium. C. Out of pocket max shall not increase more than \$500 in 2022

4. In 2023, Prospect Medical may only raise bi-weekly premium cost and copays based on the 2022 contributions under the following conditions:

A. Cost increases must be done system wide for all nonunion employees.

B. The dollar amount may not increase more than 10% of previous years' premium. C. Out of pocket max shall not increase more than \$500 in 2023

5. **Prescription Benefits.** Prescription co-pays shall be determined in accordance with the terms of the Medical Plan selected by the Employee.

- a. Employees shall have the right to continue to fill prescriptions at the employee pharmacy.
- b. The prices for generic, formulary, and non formulary cost shall increase no more than 10% year to year in the EPO plan.

6. **Dental Plan** Upon ratification of this Agreement, the Employer shall make available the Dental Plan to regular full-time and regular part-time Employees and shall continue to offer the plan for the life of the agreement. The cost for employees may increase year to year by no more than 10%, if that increase is instituted system wide. and the benefit remains substantially comparable.

- 7. **Vision Plan.** Upon ratification of this Agreement, the Employer shall make available the Vision Plan to regular full-time and regular part-time Employees and shall continue to offer the plan for the life of the agreement. The cost for employees may increase year to year by no more than 10% per year, if that increase is instituted system wide and the benefit remains substantially comparable.
- 8. **Short / Long Term Disability.** Prospect will continue to offer such substantially comparable benefits maintain the current plans for the life of the contract.
- 9. **Flexible Spending Accounts –** Prospect will continue the flexible spending accounts for the life of the contract.

ARTICLE 24: RETIREMENT

Non-Contributory Contribution Plan

Effective with ratification, all bargaining unit employees who meet the annual 1,000 hours and are actively employed on December 31st of the plan year requirements of the discretionary Non Contributory Contribution Plan shall be enrolled based on base wages and age as follows:

| Age | Contribution Percentage |
|-------|-------------------------|
| < 20 | 1% |
| 20-29 | 1.75% |
| 30-39 | 2.50% |
| 40-49 | 3.50% |

| | |
|-------|-------|
| 50-59 | 4.75% |
| 60+ | 6.25% |

The Employer shall have the right to make any modifications with respect to the Non-Contributory Contribution Plan as may be legally required to maintain compliances with federal benefits laws and it shall have the right to make administrative changes consistent with any changes applicable to non-represented rank and file employees.

401K Plan

CROZER will contribute to the current 401K Plan for each employee a

percentage of their contribution to the plan based on the following schedule:

| Years of Maximum CROZER Service | Maximum Employee Contribution Matched | CROZER Matching Contribution | Rate of Contribution |
|---------------------------------|---------------------------------------|------------------------------|----------------------|
| under 10 | \$2,000 | \$500 | 25% |
| 10 Plus | 4,000 | \$1,000 | 25% |

ARTICLE 25: DISCHARGE AND PENALTIES

Section 1.

CROZER will have the right to discharge, suspend or discipline any Employee for just cause.

Section 2.

CROZER recognizes that any discipline imposed should be constructive with a goal of making the Employee a more productive Employee. Toward this end, CROZER recognizes the concept of progressive discipline, and will attempt to discipline Employees in such a manner so as not to embarrass the Employee before the public or other Employees. When implementing discipline CROZER shall adhere to the Crozer-Chester Employee Discipline Policy. Consistent with the management rights clause, the Employer retains the sole discretion to modify its Employee Discipline Policy. The Union shall receive a copy of any revisions to the Discipline Policy, but it shall not have the right to bargain over such revisions.

Section 3.

CROZER will notify the UNION shop steward in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension, or within forty-eight (48) hours over the weekend. If the UNION desires to contest the discharge or suspension, it should give written notice thereof to CROZER within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute will be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at STEP 2 of the grievance procedures.

Section 4.

When discipline is imposed, an Employee may have present, a UNION Shop Steward.

Section 5.

When an Employee is ordered to leave his/her work for disciplinary reasons, his/her Shop Steward will be notified by CROZER, and the Shop Steward will, without loss of pay, be afforded

the opportunity to consult with the Employee for a reasonable period of time at a place provided by CROZER before the Employee leaves the premises, unless immediate suspension is warranted.

Section 6.

All time limits herein specified will be deemed exclusive of Saturdays, Sundays and holidays.

Section 7.

Disciplinary records pertaining to minor infractions, major infractions and suspensions, respectively, shall be retained for the purpose of applying such infractions consistent with the Crozer Chester Medical Center policy. The Employer retains the sole discretion to modify such policy from time to time.

Section 8

Layoffs or demotions from rank created by a layoff shall not be construed as discipline.

ARTICLE 26: NO STRIKE OR LOCK-OUTS

Section 1.

No Employee should engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of CROZER during the life of the agreement.

Section 2.

The Union, its officers, agents, representatives, and members, will not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of CROZER, or ratify, condone or lend support to any such conduct or action during the term of this Agreement.

Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of CROZER occur, the UNION, within twenty-four (24) hours of a request by CROZER, will:

- (a) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately; and
- (b) Post notices at UNION Bulletin Boards advising that it disapproves such action, and instructing Employees to return to work immediately.
- (c) Publicly disavow such action by the Employees;
- (d) Advise CROZER in writing that such action by Employees has not been called or sanctioned by the UNION;

Section 4.

CROZER agrees that it will not lock-out Employees during the term of this Agreement.

ARTICLE 27: GRIEVANCE PROCEDURES

Section 1.

A grievance will be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and should be processed and disposed of in the following manner:

An Employee having a grievance and/or the Union Shop steward or other representatives will take it up within ten (10) days of when it occurred or should have known of its occurrence with the immediate supervisor to discuss the issue.

Step 1. If the matter is not settled by discussing it with the immediate supervisor, the grievance shall be reduced to writing and signed by the grievant and steward and submitted within five (5) days to the EMS Chief.
A grievance so presented in Step 1 will be answered by CROZER, in writing, within ten (10) days of the occurrence.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) days after the answer in Step 1, be presented in Step 2 to the Human Resources department. Human Resources will render a decision in writing within ten (10) days after receiving the grievance in this Step.

Section 2.

All time limits herein specified will be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 3.

A grievance which affects a substantial number or class of Employees and which CROZER's representative designated in Step 1 lacks the authority to settle, may initially be presented at Step 2 by the UNION representative.

ARTICLE 28: ARBITRATION

Section 1.

A grievance, as defined in Article 27 (Grievance Procedures) , which has not been resolved thereunder may, within thirty (30) working days after the completion of Step 2 of the grievance procedure, be referred for arbitration by CROZER or by the Union to an Arbitrator selected in accordance with the procedures of the American Arbitration Association (hereinafter called "AAA"). The arbitration will be conducted under the Rules then prevailing of the AAA.

The parties agree that an expedited arbitration process is in the best interest of the Employee, the Union and the Hospital. The parties request that the AAA provide a panel of arbitrators that are available to hear the arbitration within three (3) months of the filing of the arbitration.

Section 2.

The fees and expenses of the AAA and the Arbitrator will be borne equally by the parties. Section 3.

The award of an Arbitrator hereunder will be final, conclusive, and binding upon CROZER, the UNION and the Employees.

Section 4.

The Arbitrator will have jurisdiction only over disputes arising out of grievances, as defined in Article 27 and he/she will have no power to add to, subtract from, or modify in any way, any of the terms of this Agreement.

ARTICLE 29: HEALTH AND SAFETY

Section 1: CROZER EMS will furnish each Employee with a safe and healthy workplace free of

recognized hazards. In addition, it shall provide the following:

- a) Each bargaining unit Employee shall be provided with a full set of properly fitting safety gear per NFPA requirements.
- b) Each bargaining unit Employee shall be provided with properly fitting body armor.
- c) Necessary gear will also be provided to each Employee on both the Tactical and Surge/Strike Teams.

Section 2: Crozer agrees to provide and maintain up-to-date fully functioning office furniture, equipment and supplies.

Section 3: The hospital shall implement a multidisciplinary health and safety sub-committee. The Union shall have one bargaining unit member on that committee.

Section 4: The Chair of the Committee and four members shall be members of the bargaining unit, but there shall be a Safety Committee Coordinator designated by the Chief who will be a facilitator and resource to the committee. In addition, Chair and Coordinator may call upon occupational health experts to help the committee achieve its objectives. Staff members shall be paid for hours attending committee meetings.

Section 5: Crozer, in conjunction with the Health and Safety Sub-Committee, shall develop a safe-lifting policy, as soon as possible, including proper lifting techniques, procedures and equipment to be utilized by EMS staff.

Section 6: Employees who become aware of hazardous conditions and/or unsafe equipment must notify the on-duty supervisor as soon as possible. No Employee will be subject to discipline for reporting health or safety problems.

Section 7: Employees who violate Company safety rules and regulations may be subject to disciplinary actions up to and including termination.

Section 8: To reduce the risk of back, neck and other lifting injuries, all Crozer EMS units will be equipped with a power stretcher.

Section 9: Crozer EMS and its Paramedics and EMTs understand that EMS work often involves hazardous situations. However, no Employee shall be compelled to perform services in a situation which they in good faith believe would be subject to an abnormally hazardous or imminently dangerous situation.

Section 10. An Employee who loses time from his/her assigned schedule of work while attending health and safety in-services and/or inspections will do so without loss of time or pay.

ARTICLE 30: EDUCATION AND TRAINING

Section 1:

There will be required training for members of the EMS department. Necessary training will be defined by EMS Policy and Procedures that will include input by and participation of, EMS staff members. This policy will be reviewed on an annual basis. Hours to obtain this training will be paid for by CROZER.

Required training includes but is not limited to ACLS, PALS, PHTLS, CPR, EVOC and HAZMAT training. In addition to any required training, EMS Employees may use an additional twenty four (24) hours of paid time for training of their choice that enhances their job performance in EMS, as approved by CROZER.

The employee must give management at least six (6) weeks' advance notice of any training or education undertaken by this article. Approval of such leave shall be dependent upon operational needs. The Chief may approve training if it is less than six (6) weeks' notice if operational needs allow it.

Section 2:

Upon presentation of appropriate documentation and receipts, the Employer will reimburse Employees for the cost of the preparation course, the examination fee and the registration fee for successfully obtaining or retaining National Registry or Critical Care Certification. Time spent by the Employee in pursuing such certifications or re-certifications shall not be deemed compensable work time.

ARTICLE 31: LABOR MANAGEMENT COMMITTEE

Section 1.

Representatives of CROZER and CCPA/PASNAP may meet every other month (except July and August) for one (1) hour to maintain open lines of communication, discuss any problems relating to the implementation of the Agreement and discuss other issues including but not limited to new hire orientation and professional growth and development. Such meetings shall be conducted at reasonable times as agreed upon by the parties but shall be subject to operational needs. At least one (1) week prior to any such meeting representatives of Crozer EMS and CCPA/PASNAP may exchange a proposed agenda. If neither party submits an agenda one (1) week before the meeting, the meeting will be deferred until the next scheduled meeting.

Participants shall include the Chief and/or his designee, the Administrative Director, a representative from Human Resources, the CCPA President, Vice President, Secretary-Treasurer and/or Chief Steward and a PASNAP staff representative. CCPA representatives who attend during their normal working hours shall be paid for the hour. The Labor Management Committee shall not have the authority to amend the collective bargaining agreement and matters discussed in such meetings shall not be the subject of any grievance.

Section 2.

The Union and Hospital agree to establish a subcommittee specifically to address the issues of job-related mental health and Post-Traumatic Stress Disorder. Within ninety (90) days of the ratification of this Agreement, management and the Union agree to meet to discuss the formation of this subcommittee.

ARTICLE 32: SEPARABILITY

It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contradiction of the laws or regulations of the United States or the State of Pennsylvania, such provision will be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect, but all other provisions of the Agreement will continue in full force and effect.

ARTICLE 33: DURATION OF THE AGREEMENT

This Agreement shall be effective from 12:01 AM on the Date of Ratification through 11:59 PM on the day before the third anniversary of the Date of Ratification.

For Crozer-Chester Medical Center:

For CCPA/PASNAP:

APPENDIX A

Appendix A – Wage Scale

| MEDIC | CURRENT | RATIFICATION | EMT | CURRENT | RATIFICATION |
|-----------------|----------------|---------------------|-----------------|----------------|---------------------|
| 0 | \$24.83 | \$30.83 | 0 | \$18.69 | \$24.69 |
| 1 | \$25.55 | \$31.55 | 1 | \$19.24 | \$25.24 |
| 2 | \$26.38 | \$32.88 | 2 | \$19.84 | \$25.84 |
| 3 | \$27.00 | \$33.00 | 3 | \$20.37 | \$26.37 |
| 4 | \$28.01 | \$34.01 | 4 | \$21.11 | \$27.11 |
| 5 | \$28.93 | \$34.93 | 5 | \$21.75 | \$27.75 |
| 7 | \$29.85 | \$35.85 | 7 | \$22.47 | \$28.47 |
| 10 | \$31.00 | \$37.00 | 10 | \$23.29 | \$29.29 |
| 15 | \$33.93 | \$39.93 | 15 | \$25.40 | \$31.40 |
| 20 | \$36.00 | \$42.00 | 20 | \$26.94 | \$32.94 |
| 25+ | \$36.71 | 42.71 | 25+ | \$27.63 | 33.63 |
| | | | | | |
| PRN Rate | \$33.00 | | PRN Rate | \$23.00 | |

| Asst. Chief | CURRENT | RATIFICATION |
|--------------------|----------------|---------------------|
| 0 | \$41.45 | \$43.45 |
| 1 | \$42.08 | \$44.08 |
| 2 | \$42.71 | \$44.71 |
| 3 | \$43.35 | \$45.35 |
| 4 | \$44.00 | \$46.00 |
| 5 | \$44.66 | \$46.66 |
| 7 | \$45.33 | \$47.33 |
| 10 | \$46.01 | \$48.01 |
| 15 | \$46.70 | \$48.70 |
| 20 | \$47.40 | \$49.40 |
| 25+ | \$48.11 | 50.11 |

MISCELLANEOUS ADDITIONS FOR 1 YEAR EXTENSION

1. The parties agree to meet within thirty (30) days after the Date of Ratification of this Agreement to discuss incentive pay for PRN bargaining unit employees.
2. The parties agree to meet within thirty (30) days after the Date of Ratification of this Agreement to discuss the uniform allowance.
3. Within thirty days of the Date of Ratification of this Agreement, the parties will meet to discuss the weekend scheduling.

Side Letters

Sick Leave Buy Back and Unpaid Funeral Leave Side Letter

The Parties agree that Employees shall be permitted Unpaid Funeral Leave consistent with Hospital policy and may participate in a sick leave buyback program to the extent one is provided by Hospital policy.

Paramedics who are instructors used by ICESES (Sim Lab) will be scheduled using the following guidelines:

If the instructor is removed from the normal work schedule to instruct, the instructor will be given a premium of \$1.00/per hour of instruction time. If removing the instructor from the normal work schedule results in overtime being assigned, the instructor will be given the first opportunity to work the overtime. If the instructor declines the overtime, it will be assigned according to the department policy. If the instructor works overtime as a result of the above, the instructor will not be paid the \$1.00/hr. premium for instructor pay.

SIDE LETTER – COMMUNITY PARAMEDICINE and TRANSPORT PROGRAMS

1. Within ninety (90) days of ratification of this Agreement, management and the Union shall meet to discuss the potential creation of a Community Paramedicine Program, which shall be covered under the terms and conditions of this Agreement.
2. Within ninety (90) days of ratification of this Agreement, management and the Union shall meet to discuss potential creation of a Transport Program, which shall be covered under the terms and conditions of this Agreement.



August 1, 2006

Crozer-Chester Medical Center
One Medical Center Boulevard
Upland, PA 19013-3995

Tel 610-447-2000

Brian Gilmore
President, CCPA
Crozer-Chester Medical Center
One Medical Center Blvd.
Upland, PA 19013

Dear Brian,

This letter is to explain the terms of the Student Instructor Pay program between Crozer-Chester Medical Center and CCPA. This language is intended to clarify the Preceptor Pay language included in the October 2005 Memorandum of Agreement.

Management will select Paramedics to perform Student Instructor duties for specifically assigned students in the Crozer Emergency Medical Service Training Institute (EMSTI). This program will cover only students enrolled in the Crozer EMSTI.

Paramedics will be assigned to a student for up to three hundred (300) hours of instruction and evaluation. The Student Instructor will be responsible to monitor and evaluate all aspects of the student's performance, including conduct. Periodic progress reports will be made to the Crozer EMSTI.

Sunday, "ride alongs" by students are not included in this program. Newly hired Paramedics may receive mentoring. Mentoring is not included in this program.

Paramedics will be compensated at a rate of \$1.00 per hour for all hours performed as a Student Instructor retroactive to October 2005 and for all such hours thereafter.

Should this letter properly describe our understanding, I would appreciate your acknowledgement in the designated area below.

Sincerely,

Mark S. Mungan
Sr. Human Resources Manager

Brian Gilmore for CCPA/PASNAP