

**MEMORANDUM OF AGREEMENT
BETWEEN
INSPIRA MEDICAL CENTERS, INC.
AND
HEALTH PROFESSIONALS & ALLIED EMPLOYEES, AFT/AFL-CIO
LOCAL 5142**

Inspira Medical Centers, Inc. ("Inspira", "IMC" or the "Employer") HPAE, AFL/CIO (the "Union") agree to a new Collective Bargaining Agreement ("CBA") upon the following terms and conditions, subject to ratification by the Union's members:

1. The term of the new Agreement shall be 3 years, effective June 1, 2025.
2. The Tentative Agreements described in the attached listing of Tentative Agreements will be incorporated into the new Agreement.
3. Except as modified by this Memorandum, all other terms and provisions of the parties' current CBA shall be continued into the new CBA.
4. The parties' Tentative Agreements on the subjects set forth in Exhibit A (attached hereto) will also be included in the new CBA.
5. The Articles and Sections of the new CBA shall be renumbered as appropriate, if necessary.
6. Once ratified by both parties, the parties agree to be bound by the CBA.
7. The parties agree to meet within 30 days to review and sign off on the CBA and sign a signature sheet to be added to the final CBA.

Date: May 31, 2025

For the Union:

Heather Cooper
Christie Sarac

For Inspira:

Julie Ellis

EXHIBIT A
TENTATIVE AGREEMENTS
INSPIRA MEDICAL CENTERS, INC AND HPAE LOCAL 5142

Update CBA reference Salem or SMC to Inspira or IMC

Article 11 Bargaining Unit Representatives

Article 14 Employee Classification

Article 22 Generative Artificial Intelligence in Patient Care

Article 25 Staffing

Article 27 Reassignment

Article 29 National Certification

Article 32 Seniority

Article 33 Layoff

Article 34 Severance Pay

Article 35 Job Postings

Article 42 Scheduling - Hospital

Article 47 Weekend Requirements

Article 48 Holiday Scheduling

Article 51 On-call

Article 53 Wages

Article 54 Retiree Medical Trust

Article 57 Bereavement Leave

Article 62 Ancillary Benefits

Article 63 Health, Safety, and Workplace Violence

Article 66 Management Rights

Article 71 Temporary Reduction of Staffing

Side Letter of agreement 1 BSN and/or MSN

**TENTATIVE AGREEMENT BETWEEN
Inspira Medical Centers, Inc. and HPAE Local 5142**

**Union Proposal 39
Update CBA References to “Salem” and “SMC”**

Employer Response – Accepted.

In the Preamble, change “Salem County Medical Center” to “Inspira Medical Center Mannington”.

Throughout the CBA, change all (209) uses of “SMC” to “IMC”.

For Local 5142;

Camela Mousis

For the Employer:

Julie Ellis

Date:

4/17/25

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

Article 11—BARGAINING UNIT REPRESENTATIVES

11.1. Notice and Designation of Employee Bargaining Unit Representatives

11.1.1. The Union will notify Inspira of its local bargaining unit representatives employed by Inspira (denoted as “Employee Bargaining Unit Representatives” herein and in other Articles of this Agreement) who are authorized to work with ~~INSPIRA~~ Inspira as a collective bargaining representative to adjust grievances arising under this Agreement. The Union shall notify Inspira in writing of the Employee Bargaining Unit Representatives’ designation and authority and any change in either. All Employee Bargaining Unit Representatives and alternates must be actively employed by Inspira. Inspira is not required to recognize any employee as an Employee Bargaining Unit Representative unless the Union has complied with the written notification requirements of this Article.

11.1.2. ~~For Hospital employees (Bridgeton, Elmer, Vineland), it is agreed that Employee Bargaining Unit Representatives shall not exceed forty-five (45) employees who are designated to deal with the Employer on behalf of the Union. It is further agreed that there shall be no more than three (3) Employee Bargaining Unit Representatives per unit.~~ **The Local Union shall be entitled to have one (1) Bargaining Unit Representative per every 20 members, who are authorized to act on behalf of the Union. The Union shall notify Inspira in writing of said representatives’ designation and authority, and any changes in either.**

11.2. Conduct and Access Of Employee Bargaining Unit Representatives

Employee Bargaining Unit Representatives shall limit all activities under this Article to the adjustment of grievances or complaints arising under this Agreement, **the distribution of contracts that have been ratified within the past six months and the distribution of Nurses’ Week Gifts during Nurses’ Week. Employee Bargaining Union Representatives may have access to Inspira facilities for the sole purpose of performing the permitted activities listed in this paragraph upon notice to and written approval from the Director of Labor Relations (and/or his or her designee), which shall be given at his or her sole discretion.** Employee Bargaining Unit Representatives shall not conduct any Union meetings unrelated to the activities above on Inspira property. Employee Bargaining Unit Representatives shall limit all permitted activities under this Section to the following non-patient care areas or another area that is designated by Inspira:

- ~~Vineland—visits shall be limited to pre-scheduled conference rooms and classrooms;~~
- ~~Elmer—visits shall be limited to pre-scheduled conference rooms and classrooms;~~

- ~~Bridgeton visits shall be limited to pre-scheduled conference rooms and classrooms;~~

- **Pre-scheduled conference rooms;**
- **Pre-scheduled classrooms.**

Employee Bargaining Unit Representatives shall perform such activities in a manner that does not disrupt or impede patient care services. Failure to follow the procedure could result in discipline – up to and including discharge. Employee Bargaining Unit Representatives agree to respect and preserve at all times the confidentiality and privacy of patients and visitors and shall at all times comply with state and federal privacy laws.

11.3. Conduct and Access Of Non-employee Union Representatives

11.3.1. Non-employee Union Representatives shall arrange with Inspira to have access to Inspira facilities to the extent permitted by Inspira for the sole purpose of investigating grievances filed under Article 39 or potential grievances upon notice to and written approval from the Director of Labor Relations (and/or his or her designee), which shall be given at his or her sole discretion. Such requests will not be unreasonably denied. Such access shall be limited to the following non-patient care areas:

- ~~Vineland visits shall be limited to pre-scheduled conference rooms and classrooms~~
- ~~Elmer visits shall be limited to pre-scheduled conference rooms and classrooms~~
- ~~Bridgeton visits shall be limited to pre-scheduled conference rooms and classrooms~~
- **Pre-scheduled conference rooms;**
- **Pre-scheduled classrooms.**

11.3.2. The Union shall provide 48 hours' written notice to Inspira's Chief People **Human Resources** Officer or Director of Labor Relations, or their designees, to arrange a time and place for the site visit. The Union also shall provide in writing the purpose and scope of the visit, including the estimated length of time of the visit.

11.3.3. Non-employee Union Representatives shall perform such duties in a manner that does not disrupt or impede patient care services and will not conduct any Union meetings on company property. Failure to follow the procedure could result in the Non-employee Union Representative being barred from Inspira in the future.

11.3.4. Non-employee Union Representatives agree to respect and preserve at all times the confidentiality and privacy of patients and visitors, and shall at all times comply with

state and federal privacy laws. Inspira approval is subject to safety conditions and/or critical conditions that may exist at the time of the scheduled visit, and shall comply with any and all security terms and limitations set by Inspira.

11.4 Employees conducting activities under Section 11.2 or 11.3 of this Article shall do so on their own time, and shall not be compensated for said time.

11.5 Orientation of New Bargaining Unit Employees

It is the intention of Inspira and the Union to promote Inspira as a good place of employment and to educate employees regarding the collective bargaining agreement. Inspira and the Union will mutually arrange for a time and place during or after the new hire orientation period for an Employee Bargaining Unit Representative to have an opportunity to address new employees either in person or virtually. Such meetings will be non-adversarial in nature and will not exceed one (1) hour. Inspira representatives may be present during the presentation. The Employee Bargaining Unit Representative making such presentations shall do so on non-scheduled time and shall not be paid for conducting such meetings. Such time shall not be considered hours worked for purposes of calculation of overtime or other accruals. The meetings will be held at the employee's place of employment unless another location is agreed to by Inspira and the Union.

11.6 Union Officials and Union Days

11.6.1. In addition to designating Employee Bargaining Unit Representatives, the Union shall designate one Bargaining Unit Employee as President/Chairperson and additional Bargaining Unit Employees as "Elected Officers" for each facility (~~Vineland, Bridgeton, and Elmer~~). The Union shall notify Inspira in writing of said designations and authority and any change in either. The Employee President/Chairperson and Employee Officers must be actively employed by Inspira.

11.6.2. The Employee President/Chairperson shall be permitted fifteen (15) shifts off without pay each contract year for conducting Union Business. Such time must be taken off in full shift increments unless otherwise approved in writing by Inspira. Such time shall not be considered hours worked for purposes of calculation of overtime or other accruals. These shifts may be delegated to Employee Officers standing in for the Union President/Chairperson.

11.6.3. Whoever is planned to be absent to conduct Union business not specifically set forth in other Articles of this Agreement shall submit a written request to their Manager within twenty (20) days of the requested leave date. Inspira has the discretion to approve or deny such requests based upon its practices and policies, but shall not unreasonably withhold approval of a valid and timely request.

11.7. Nothing in this Article is intended to limit the rights an employee or Union representative may have under the National Labor Relations Act or other applicable law.

Date: 5/13/2025

For the Union:

Pamela Mouser

Heather Cooper

For the Employer:

Julie Ellis

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

ARTICLE 14 - CLASSIFICATION OF EMPLOYEE

14.1 ~~Regular~~ Full-time ("FT") employees are hired into a budgeted position equal to 36-40 hours per week (72-80 hours per pay period). ~~Regular~~ Full-time employees are eligible for the Full-Time benefits package.

14.2 ~~Regular~~ Part-time ("PT") employees are hired into a budgeted position of **equal to or greater than** >20 hours per week and **less than** <36 hours per week. ~~Regular~~ Part-time employees are eligible for the Part-Time benefits package.

14.3 Per Diem employees are irregularly scheduled employees utilized by Inspira to provide continuity of coverage. Per Diem employees are ~~not~~ eligible for **limited** Inspira Health Network benefits **as described in Article 61 of this Agreement**.

14.3.1 Per Diem RN employees must work a minimum of: twenty-four (24) hours per four (4) week schedule; thirty-six (36) hours per six (6) week schedule; and forty-eight (48) hours per eight (8) week schedule; ~~with twelve (12) hours~~ **at least twenty-four (24) hours per schedule** being schedule as weekend hours prior to the schedule being posted. Weekend obligation may be waived ~~only in specialty areas~~ at the discretion of the Nurse Manager ~~in that specialty area~~. Failure to meet these requirements may be considered a resignation.

Any on-call shifts taken under this Article shall count toward the Per Diem hourly requirement set forth above provided that the Employee works one full-shift per each schedule described above. Management may waive this requirement based upon the needs of the unit.

14.3.2 Per Diem employees must work at least one (1) complete shift on one (1) winter and one (1) summer holiday on a rotating basis: Winter Holidays – Thanksgiving, Christmas, New Years; Summer Holidays – Memorial Day, July 4th, Labor Day. **An unscheduled holiday absence shall be made up by the employee on an additional holiday at the manager's discretion. This make-up holiday shift may be waived by the manager.**

14.3.3 A "shift" is defined for the purposes of the section as the complete scheduled shift as posted and approved by Inspira in the assigned unit. Per Diem employees may request to ~~split~~ **split** holiday shifts and Inspira reserves the sole discretion to approve such requests. Voluntary split shifts shall not count toward this Per Diem holiday requirement unless specifically approved in writing by Inspira management.

14.3.4 Any Per Diem hours cancelled where the employee cannot be reassigned by Inspira and/or where the employee is on standby shall count toward the Per Diem employee's shift/hours under this Article.

14.4 Temporary Employee. The definition of a temporary employee shall include any non-bargaining unit personnel performing bargaining unit work on a temporary basis. Temporary employment may be utilized only where no bargaining unit employees are available and under the following circumstances:

14.4.1 An unforeseen, emergent circumstance that results in the need for staff coverage.

14.4.2 When an employee has an extended and approved leave due to illness, maternity, education needs and military leave.

14.4.3 When a prolonged staffing shortage occurs despite a documented recruitment campaign.

14.4.4 No temporary employee shall be hired for the purpose of laying off or replacing a laid off employee in the bargaining unit.

14.4.5 A temporary employee who works at the Hospital for greater than one hundred and eighty (180) calendar day period shall become and remain a member of the Union as a condition of employment.

14.4.6 The Hospital shall provide the Union with a list of temporary employees, the hours of work, assignments, and hourly rates of pay. Such information shall be provided to the Union on a monthly basis.

14.4.7 Probationary Employees – All employees in their first one hundred (100) days of employment, exclusive of approved l leave, shall be classified as “Probationary Employees”, whose continued employment is qualified by and contingent upon the successful completion of training and orientation. The right to release employees during the Employee’s training and orientation period shall be vested exclusively with the Employer without regard to any other provisions of this Agreement. The Employer shall have the right to exercise its own judgment during this period as to the fitness for retention as an Employee. The Grievance and Arbitration provisions set forth in this Agreement shall not apply to the Probationary Employees with regard to discipline and/or discharge and/or to any extensions of the probationary period. The Employer has the authority to extend the probationary period an additional thirty (30) days.

14.4.8 Contract Agency Nurses – Contract Agency registered nurses are ~~nursed~~ nurses retained through an outside entity for a specific term. Contract Agency registered nurses are not employees of Inspira, and therefore, are not part of the bargaining unit. Except as otherwise provided for in this Agreement, the terms and conditions off f Agency registered nurses shall be within the sole authority of Inspira and they neither they nor the Union shall have ~~no~~ rights to bring grievances or arbitration under that process.

14.4.9 Float Nurses- A Float Nurse falls under the Employee Status of 14.1 and 14.2 Full Time and Part Time.

14.4.9.1 The parties agree to develop and memorialize a mutually-agreeable approach to Float Pool scheduling and assignments, which shall be completed and executed no later than 60-90 days after the ratification of this Agreement.

Date: 5/29/2025

For the Union:

Christa Sauer
Pamela Miguez
Heather Cooper

For the Employer:

Jane Ellis

TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142

~~Side Letter~~ Article 22
Generative Artificial Intelligence in Patient Care

In the event that implementation of AI systems in patient care results in a reduction in force of bargaining unit members, the parties will bargain the effects of the AI implementation.

Inspira shall take measures to minimize any potential job loss for bargaining unit nurses resulting from the implementation of AI systems.

Any tracking or monitoring of nurses shall comply with all applicable privacy laws and regulations.

Date: 5/20/2025

For the Union:

Christle Sarac

For the Employer:

Julie Ellis

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

Article 25 - HOSPITAL STAFFING

25.1. Preamble & Statement of Intent

In order to provide quality patient care, ensure the health and safety of employees, and retain and recruit qualified employees, Inspira Health Network agrees to provide adequate staffing in all units. Inspira and the Union further agree that staffing needs fluctuate over time and that Inspira requires the flexibility to respond to these fluctuating needs in timely fashion. ~~Accordingly, Inspira may, in its discretion, adjust staffing as the needs of the patients and the system dictate.~~

25.2. Staffing Levels

25.2.1. ~~The Employer~~ **Inspira** has the right to create, maintain and modify staffing grids or guidelines on each unit. Inspira will use reasonable efforts to adhere to the grids or guidelines. **The grids/guidelines identify nurse to patient ratio based on census, patient acuity, and recommendations from professional standards, national and state organizations.** Inspira shall, in its discretion, consider ~~following~~ the professional standards developed by recognized Specialty Nursing Organizations, as well as other health professional organizations, to further define staffing guidelines. Staffing grids and guidelines will be available in the staffing office. Inspira shall abide by all staffing guidelines promulgated by the New Jersey Department of Health and Senior Services (NJDOHSS), and any accrediting or licensure agencies. Furthermore, in the event that staffing levels and ratios are mandated by state and/or federal laws, Inspira agrees to abide by such levels and ratios. ~~The Employer~~ **Inspira** shall notify and discuss any changes to the staffing ~~grids~~ grids with the Union before any such changes are made.

A direct care registered nurse may be assigned to no more than the following number of patients in that unit, and no in-patient unit shall be staffed with fewer than two Registered Nurses at any time, on any shift:

<u>One (1) registered professional nurse for every five (5) patients on an acute care unit.</u>
<u>One (1) registered professional nurse for every four (4) patients on a stepdown unit.</u>
<u>One (1) registered professional nurse for every two (2) patients in a critical care, intensive care, or neonatal intensive care unit unless 1:1 is clinically indicated due to patient acuity and departmental criteria.</u>

To ensure that staffing levels are maintained as outlined in this Agreement the hospital may utilize incentives, such as:

- Posting of overtime or extra time
- Offering PIP **Incentive**
- Voluntary On-Call

It is understood that ~~the Employer~~ **Inspira** may deviate from its staffing guidelines when following instances occur:

- o Unforeseen emergent circumstances, **such as a Code Triage**
- ~~o Patient emergencies~~
- o Unexpected changes in patient volume.
- o Changes in patient acuity
- o Unexpected call-outs **absences, such as late callouts and/or mid-shift departures.**

It is understood ~~by both parties~~ that other circumstances may arise when the staffing guidelines cannot be maintained.

Inspira will make every reasonable attempt to return to established guidelines throughout the shift.

25.2.2 Staffing Committee - The parties recognize that nurses should participate in decisions affecting delivery of patient care. The purpose of the Staffing Committee is to establish a mechanism that direct care nurses and nursing leadership participate in a joint process regarding decisions about staffing, nurse retention, promotion of patient safety, and evidence-based practices. All members of the Staffing Committee do not have to agree to the recommendations made by the Staffing Committee to the VP of Patient Care Services or his or her designee. All recommendations shall be reflected in meeting minutes. All final decisions regarding staffing shall be made by the VP of Patient Care Services or his or her designee and will take into account the recommendations of the committee.


25.2.3 Notice of Staffing Matters - Employees shall use an electronic "Staffing Portal" developed by Inspira and the Union to report alleged unsafe and/or improper staffing in real time. Nothing in this Article precludes nurses from bringing staffing concerns directly to Inspira management.

25.2.4 The Staffing Committee shall review data from the electronic "staffing portal" about staffing levels, patient care assignments, work assignments, and other staffing issues. In the event Inspira is unable to maintain staffing levels in a particular area, the details to specific staffing issues will be reviewed at the Staffing Committee.

25.3 The Employer Inspira shall notify the Union as soon as practicable no later than 45 14
days before the implementation of any new department or Unit. The planned staffing and skill
mix for such a unit will be discussed ~~during the regularly scheduled Labor Management/Staffing~~
~~Committee meeting~~ with the Union within five (5) business days of notification.

Date: 5/31/2025

For the Union:


Heather Cooper

For the Employer:



**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

ARTICLE 27 – REASSIGNMENT

27.1 ~~SMC~~ **IMC** recognizes the benefits of having employees work in their assigned units on a regular basis and shall use reasonable efforts to minimize reassignments outside of a designated unit. However, in emergency situations, unanticipated increased unit acuity, unforeseen absenteeism, to meet patient care requirements, or when the census in a unit decreases or increases, ~~SMC~~ **IMC** shall have the right to reassign qualified employees to provide patient care in the reassigned unit. When ~~SMC~~ **IMC** deems reassignment necessary, employees shall accept temporary reassignment to other units as requested as follows:

27.2 First, to the extent feasible, qualified volunteers will be sought from among available staff on the affected unit.

27.3 If no qualified volunteers are available, then involuntary reassignment shall be done in the following order:

27.3.1 ~~Qualified~~ Agency nurses

27.3.2 ~~Qualified~~ per-diem doing voluntary extra shifts

27.3.3 Employees who are doing voluntary extra shifts; then

27.3.3 ~~Qualified~~ FT/PT

27.4 Employees shall not be reassigned to the Elmer, Mullica Hill, Vineland, Bridgeton, or Woodbury facilities. However, employees may volunteer to be reassigned to the Elmer, Mullica Hill, Vineland, Bridgeton, or Woodbury facilities. Employees volunteering for a reassignment pursuant to this paragraph shall receive a differential of \$6.00 per hour differential set forth in the paragraph. RNs called off pursuant to Article 71 and who volunteer to work at a different facility shall not receive the \$6.00 per hour differential set forth in this paragraph.

~~27.4~~ **27.5** ~~SMC~~ **IMC** will not reassign a nurse where ~~SMC~~ **IMC** determines that the nurse is unable to meet the requirements of the reassignment. An employee who is reassigned shall not be responsible to care for patients or operate equipment unless the employee is appropriately qualified and oriented.

Patient care assignments shall be within the educational and skill level of the reassigned nurse.

If the nurse believes that the assignment is beyond his or her skill level, he may raise the issue with the supervisor, and the assignment shall be evaluated by the supervisor and adjusted if necessary.

~~27.5~~ **27.6** Qualified employees will be reassigned equally per the unit-based rotation system, unless there is a need for specialized experience or licensed personnel. In the event that an employee is involuntarily reassigned outside of the rotation, the Employer shall identify reasons why they were rotated to the employee if requested. The Employer will make reasonable efforts to avoid a future out of rotation reassignment.

~~27.6~~ **27.7** Reassignment Guidelines-

Reassignments Guidelines. ~~SMC~~ **IMC** shall use reasonable efforts when involuntarily reassigning RNs to another patient care unit to ensure that the reassignment is within the same clinical groupings where the RN is qualified for reassignment:

1	<u>Med Surg/Telemetry ↔ ICU ↔ Med Surg/Telemetry</u>
2	<u>OR/PACU → Same Day Surgery Operating Room ↔ Endoscopy ↔ Outpatient Endoscopy OR ↔ Endo ↔ SDS</u>
3	ED
4	Behavioral Health
5	Care Coordination Case Management
6	<u>PACU ↔ SDS</u>

27.7 Acute Care or Critical Care RNs reassigned to Acute Care, or Critical Care patients who are holding in the Mannington Emergency Department shall not be considered a reassignment.

27.8 Employees who are reassigned or volunteer outside his/her clinical cluster as provided for in 27.6 shall receive three dollars (\$3.00) per/hour differential. Reassignment shall follow the same procedure described in 27.2-27.5.

27.7.1 In the event that an employee is reassigned outside their clinical cluster, the Employer shall provide the reason for the reassignment to the employee if requested.

~~27.8~~ **27.9** When a nurse relocates to another unit in the course of caring for a patient within that nurse's clinical competency, this relocation shall not be considered a reassignment under this Article.

~~27.9~~ **27.10** Employees may be involuntarily reassigned only once per shift unless it is to be reassigned back to their home unit. Employees may volunteer for reassignment at any time.

~~27.10~~ **27.11** Newly licensed RN employees will not be reassigned during orientation and for three (3) months after orientation ends. When possible, Preceptor, while precepting, will not be included in the reassignment of staff. If, however, a Preceptor is reassigned, the new employee must also accept the same assignment.

~~27.11~~ **27.12** Per Diems qualify for the reassignment differentials set forth in this Article.

~~**27.13** Employees who are reassigned between campuses shall receive a differential of \$6.00 per hour. RNs shall be paid travel time to and from the campuses and reimbursed for miles driven pursuant to IRS regulations.~~

Date: 5/13/2025

For the Union:

Pamela Mestas
Heather Coper

For the Employer:

Jill Ellis

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

ARTICLE 29 - NATIONAL CERTIFICATION (Amend)

29.1. All employees who have an approved National Certification in their area of specialty shall receive one dollar (\$1.00) per hour added to his or her regular compensation rate.

For purposes of this Article, Inspira recognizes the following areas of nursing specialization and the corresponding primary certifications:

Acute Care – Medical Surgical Nursing Certification, Geriatrics Certification or PCCN or Certified Bariatric Nurse or Certified Orthopedic Nurse

Stepdown - PCCN (Progressive Care Certification), Certified Bariatric Nurse

ICU – CCRN

ED – CEN, CPEN

OR- CNOR

SDS/PAT –CAPA, CPAN

PACU – CPAN , CCRN, CAPA

IR/PROCEDURE - CCRN, CRN

ENDO – CGRN, CPAN, CAPA

Mental Health – ~~ANCC Mental Health Certification~~ PMH-BC

Mother Baby/L&D – NCC Obstetric Nursing, NCC Maternal/Newborn nursing (RNC-MNN)
Palliative Care-- CHPN

PEDS - CPN

SCN/ICN/NICU– NCC or NIC

CATH LAB – CCRN or other Cardiovascular Certifications, PCCN, or CCN

Ground Transport/SCTU – CCRN, CEN, or MICN

Care Coordination - CCM, ACM, CMC, RN BC, CPUR, NC-BC

Wound Care – CWCN, CWON, CWOCN, CWS

Oncology – OCN, CRNI

Other Areas of Practice – certification based on area (i.e. Radiology – CRN)

29.2 This Article provides the process and guidelines for qualifying Regular Full Time, Regular Part Time employees and Per Diem employees who work 500 hours or greater in a rolling calendar year to obtain and maintain their national certifications in their area of specialty as set forth above.

29.2.1. Inspira encourages employees to hold nationally recognized professional certifications and provides financial assistance for educational endeavors that are required for obtaining or maintaining job-related certifications.

29.2.2. As part of the NETWORK CLINICAL LADDER Program, Inspira will prepay the cost of one initial certification examination and preparatory courses for National Certifications related to the nurse's current practice and approved by Inspira in its discretion. Inspira shall also prepay the recertification fee related to the nurse's current practice. An employee obtaining an approved National Certification will be scheduled off to sit for the actual day of the examination, provided the employee provides adequate advance notice (thirty (30) days prior to posting of schedule) so the time can be scheduled without adversely effecting ~~effecting~~ **affecting** patient care. Such time shall be unpaid but the employee may utilize available PTO to cover time spent up to a total of forty (40) hours of pay in a week. Such time is not considered work time for purposes of computing overtime.

29.2.3. Placement on the Network Ladder: RNs with a National Certification shall be considered to be on at least the "Bridge" Level of the NETWORK CLINICAL LADDER Program as set forth in Article 70.

29.2.4 Inspira shall prepay for an online National Certification courses (e.g. Pearls Review); **which are available on the online learning management system utilized by Inspira,** provided that such course is pre-approved by Inspira. ~~Employees opting not to take an approved online course shall qualify for a stipend in the amount of the cost of the approved online course to be used only for an optional national certification course.~~ **Employees may use up to \$500 of their tuition reimbursement allotment set forth in Article 31 for expenses related to study materials and/or preparatory course/conference fees related to obtaining National Certifications. Provisions of Article 31 shall apply.**

29.2.5 Continuing Education Credits (CEs) used to maintain national certification are excluded from payment under this Article.

29.2.6. Eligibility

These benefits are subject to the qualifying criteria as set forth in Article 70.

29.2.7. Prepayment Procedure –

To receive approval and prepayment for the online course, exam or stipend, **the** employee must take the following steps:

Complete the Certification Prepayment Request form and submit it to the appropriate Nurse Manager or Clinical Director for review and signature. The Nurse Manager or Clinical Director will review the form and verify that the course/exam in question is related to the employee's current job and is an approved National Certification.

Upon approval, Inspira shall make arrangements to pay for the online course/exam or issue a stipend.

29.3. Maintenance of mandatory education requirements (i.e. BLS, ACLS, PALS, NRP, TNCC, ENPC, and Skills Fair)

29.3.1. Employees will see that all other mandatory education requirements are kept up to date and renewed as required for their positions. Inspira shall provide the following courses to all regular full time and regular part time employees and per diem and CRT employees who work 500 hours or greater in a rolling calendar year: BLS, ACLS, PALS, NRP, TNCC, and ENPC. Skills Fair and other mandatory education, i.e. Health Stream, shall be provided by the employer to all employees. ~~All employees signing up for these courses shall pay nominal deposit, which is returned upon completion of the scheduled class.~~

29.3.2. A nurse who fails to maintain valid mandatory education requirements of their position will immediately be suspended from work without pay and without PTO until such time as he/she fulfills the mandatory education requirement. Any employee who fails to fulfill the mandatory education requirement within 30 days after expiration shall be subject to termination. Nurses may only take advantage of this suspension in lieu of termination safe harbor one time within a three year period.


29.3.3. An employee whose mandatory educational requirements have expired while on an approved leave of absence may not return to work and shall have thirty (30) days from the end of the approved leave to fulfill such mandatory educational requirements. Any employee who fails to fulfill the mandatory education requirement within thirty (30) days after ~~being released to work~~ **the end of the approved leave** shall be subject to termination. Utilization of this subsection shall not count as the use of the one-time safe harbor provision set forth in Article 29.3.2.

29.3.4 Employees will be paid to attend courses required by Inspira under this Article, however such hours shall not be counted toward the computation of overtime to the extent permissible by law. Inspira may allow for employees to complete mandatory education remotely. However, the employee may not utilize overtime to complete mandatory education without first obtaining written permission from the employee's manager. If the employee does not maintain the

certification or take the course as required, the employee will take the course on their own time and pay for the class at the going rate.

29.3.5 American Heart Association courses are the only approved courses for BLS, ACLS, PALS and The American Academy of Pediatrics is the only approved course for NRP. Inspira will accept approved online courses in lieu of actual courses for these programs. Any employee with a current card from another provider will be offered a free course with refundable deposit to achieve course completion from AHA or AAP.

For the Union:


Christina Sana
Pamela Houston

For the Employer:


Julie Ellis

Date: 05/08/2025

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

ARTICLE 32 – SENIORITY

32.1 Definition of Seniority

32.1.1 System Seniority is defined as the length of time an employee has been continuously employed at any Inspira Health Network entity, subject to the proviso set forth in 32.2.2 below. “Continuously employed” or “Continuous Service” for the purpose of seniority only will include all authorized paid and unpaid leaves of absence – provided there is no break in service as defined in 32.4 below, or where state or federal law, or applicable benefit plans, dictate otherwise.

32.1.2 Continuous service for the purpose of seniority only will include all authorized paid and unpaid leaves of absence of one year or less provided there is no break in service as defined in section 32.4 below.

32.1.3 For existing employees, the current bargaining unit seniority dates shall continue subject to other provisions set forth in this Agreement.

32.1.4 For Employees hired into a bargaining unit position after August 4, 2015, bargaining unit seniority shall be defined as, and start on, the date on which an employee was hired into a bargaining unit position. Bargaining unit seniority shall be computed in years, months and days. Continuous service for the purpose of seniority only will include all authorized paid and unpaid leaves of absence of one year or less provided there is no break in services as defined in 32.4 below.

32.1.5 Employees who obtain employment from a bargaining unit position in Local 5621 to a bargaining unit position in Local 5131 or in 5621 or visa-versa shall maintain his or her bargaining unit seniority and system seniority at 100%. However, the employee’s Local 5621 bargaining unit seniority shall not be used as a factor during the transfer/selection process (as set forth in Article 35) for a position in Local 5131 or 5621.

32.2 Application

32.2.1 For the purpose of retirement program vesting, system seniority shall be used.

32.2.2 For the purpose of placement on the PTO scale in a PTO accruing position, system seniority shall be used, except that the years worked in a non-PTO accruing position will not be counted toward placement on the PTO scale.

32.2.3 Bargaining unit seniority shall apply to operational issues where length of service is a factor, and where not addressed specifically by another Article in this Agreement. Such benefits include: scheduling of paid time off within units, transfers from units, temporary transfers from

units, reassignments from units, determining shift and schedule changes within units, for layoff and recall and/or related issues within units.

32.3 Accrual

Seniority shall accrue during a continuous authorized leave of absence, with or without pay, up to six (6) months.

32.4 Termination of Seniority

An Employee shall lose all seniority if the Employee:

32.4.1 quits, resigns, retires or otherwise voluntarily terminates his/her employment from a bargaining unit positions: subject to Section 32.5 below;

32.4.2 is discharged for just cause

32.4.3 fails to return to work as scheduled upon the expiration of an authorized leave of absence: (a) without a reason that is in Inspira's discretion satisfactory to Inspira, or (b) provides a false reason for obtaining a leave of absence;

32.4.4 upon notice of layoff, refuses a position offered to him/her, in accordance with this Agreement;

32.4.5 is laid off for a period of over twelve (12) consecutive months;

32.4.6 fails to return to work within five (5) calendar days of recall from layoff, after written notice to return to work has been sent via certified mail by Inspira to the last address provided by the Employee or refused an offer of recall; an Employee does not work or is otherwise absent from employment for any reason for a period of (6) consecutive months other than layoff; is absent for three (3) consecutive work days without authorization;

32.5 Return To Bargaining Unit

Employees who leave the bargaining unit, but maintain employment with Inspira shall have their bargaining unit seniority restored if they return to the bargaining unit within 120 days of the time they left. Bargaining unit seniority shall not accrue during this time period.

32.6 The Employer shall place a copy of the Bargaining Unit seniority list on each unit which shall be updated monthly.

For the Union:

Pamela Mises
Christa Sanchez

For the Employer:

Julie Ellis

Date: *4/30/25*

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAA LOCAL 5142
ARTICLE 33 — LAYOFF**

33.1. Should a layoff be necessary, the anticipated length and reasons for such shall be sent to the Union. Such notification shall be given ~~as soon as possible~~ **at least two (2) calendar days in advance of the formal notification to affected employees**. A minimum layoff notice of fourteen (14) calendar days shall be provided to the Union, the employees affected and those who might be affected before any layoff takes place. At the same time employees shall be advised of all vacant positions and/or bumping rights, except in situations that Inspira could not have reasonably foreseen; such as natural disaster (such as fire, flood, act of God, explosion, ~~prolonged equipment failure~~, or war) and in those cases the Hospital will give such notice as is reasonable and practicable under the circumstances.

33.2. At the request of the Union, the Employer and the Union shall meet within one (1) week to discuss any possible layoff in order to explore alternatives to layoff including, but not limited to, job sharing and voluntary reduction of hours. Inspira will advise the Union of all vacant positions and/or bumping rights.

33.3. Inspira shall determine the parameters of the layoff and areas affected, including but not limited to the centers, units or departments, sites, shifts, offices, and/or skill sets where layoffs or reduced hours are required, including the number of employees (as well as FTEs) that are required for the layoff or reduction. In such centers, units or departments, sites, shifts, offices, and/or skill sets, any layoff or reduction in hours shall be done first by job classification, and within those job classifications in reverse order of bargaining unit seniority. In cases where two (2) or more individuals who are affected by a layoff in a particular unit or department, site or office, have the identical seniority dates the determination of whom to lay off shall be made by Inspira utilizing the following criteria:

33.3.1. License(s)

33.3.2. Experience in the new unit or department.

33.3.3. Completed orientation in the new unit or department due to having previously worked in the new department.

33.3.4. Attendance and tardiness record.

33.3.5. Disciplinary record.

33.4. The following procedure shall apply to determining layoffs:

33.4.1. All per diem agency or contracted agency shall be cancelled for the ~~affected~~ **affected** units;

33.4.2. Inspira shall then seek volunteers from the class of employees identified for layoff. If there are not enough volunteers then;

33.4.3. CRTs from the class of employees identified for layoff shall be laid-off **(shall not apply to Local 5621 or 5142 unless Inspira begins to hire CRTs into those units)**.

33.4.4. Per-diems from the class of employees identified for layoff shall be laid-off;

33.4.5. Regular Part Time and Regular Full Time RNs from the class of employees identified for layoff shall be laid-off

33.5. Vacant Positions. Employees who are laid off or reduced in hours shall be eligible for all available vacant positions in the system, including all positions held by contracted agency, ~~on all shift for which the employees are qualified.~~ If an employee is offered a comparable position and the employee refuses the offer, the employee shall be deemed to have resigned from employment. ~~An employee shall be deemed qualified if such employee can independently perform the duties of the position within thirty (30) days, however, this 30-day period may be extended by Inspira.~~ Comparable position is defined as similar same job classification (full time, part time, Per Diem), and same shift (day, evening, night), regardless of any unit, department or geographical location. Once an employee accepts the new position, the employee will be granted a full orientation period according to the practices of the unit or department.

33.6. Bumping Rights

33.6.1. In the event that no comparable vacant position is available, the employee may exercise a one-time right to bump the least senior employee in the bargaining unit on the same shift, provided the employee is qualified to perform the duties of the position within thirty (30) days, however, this 30-day period may be extended by IMC.

If the employee refuses to bump the least senior employee on the same shift, then such employee shall be deemed to be in a layoff status with rights to severance, pursuant to Article 34. Full time employees may bump part time employees but part time employees may not bump full time employees. Laid off employees must exercise their bumping rights, if any, within ~~forty-eight (48)~~ seventy-two (72) hours of being notified of their options by Inspira.

33.6.2. The employee who is bumped pursuant to 33.6.1 above will have the choice of taking any comparable vacant position or being laid off

33.7. Recall

33.7.1. Individuals on layoff will be recorded on a Recall List maintained by the Human Resources Department. They will remain on the Recall List for a period of six months following layoff.

33.7.2. Whenever a vacancy exists, individuals will be recalled in reverse order of layoff, according to need, classification and present ability and skill to do the essential job functions.

33.7.3. Written notice of recall will be sent by Certified Mail to the last known address of the individual concerned. This notice will state the date on which he/she must contact the Human Resources Department and report to work. It is the responsibility of individuals to keep Inspira informed of their correct address. Refusal to accept recall to the same or equivalent position will remove the individual from the list as of the effective date of recall.

33.8. Status of Benefits During Layoff

33.8.1. Once layoff notice is given, the employee needs to make arrangements with a Human Resources representative to review the total benefit package.

33.8.2. Health, Prescription and Dental Insurance: Employees participating in Inspira's Health, Prescription and Dental plans who are on layoff will be permitted to continue their coverage under COBRA. Inspira shall maintain the employee's benefits under this Section up to the last day of the month in which the layoff occurs. **If the employee signs up for COBRA coverage, Inspira shall reimburse to the employee the full amount of the first month's COBRA payment within thirty (30) days of the proof of processed payment.**

33.8.3. Life Insurance: Employees enrolled in life insurance will continue their coverage until the last day of the month in which the layoff occurs. The employee has the right to convert the policy to individual coverage at his/her own expense by applying directly to the carrier within the time period required by the carrier.

33.8.4. Paid Time Off Program: An employee on layoff shall receive all accrued but unused PTO hours. Employees who have an LTS balance that was frozen on December 21, 2002 and who have at least ten years of continuous full-time service at the time of layoff shall receive 50% of the value of that employee's personal LTS balance.

33.8.5. Retirement Plan: this language will be settled with benefits agreement

33.8.5.2. If the individual is not recalled within the eligibility period or refuses recall and is dropped from the list, eligibility for retirement benefits will be computed with date of layoff as the end of service date.

33.8.6. Educational Reimbursement: Employees actually taking courses which have been approved for educational reimbursement at the date of layoff, will be eligible for the refund upon successful completion of the program.

33.8.7. I.D. Card/Name Badge: I.D. cards shall be turned in to the supervisor at the end of the last shift worked.

33.8.8. Keys, Locks, and other Hospital Property: Keys, Locks, and other Hospital Property shall be turned in to the supervisor at the end of the last shift worked.

33.8.9. Unemployment Compensation: Employees laid off may apply for Unemployment Compensation.

33.8.10. LOA/Workers' Compensation:

33.8.10.1. Any employee on LOA or Workers' Compensation at the time Inspira initiates a layoff program will be considered along with all other employees of their department for layoff.

33.8.10.2. An employee on FMLA or Workers' Compensation will be treated like similarly situated active employees in determining layoff and recall.

Date: 5/28/2025

For the Union:

Christa Sarah
Pamela Incisa

For the Employer:

Julie Ellis

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

Article 34 – SEVERANCE PAY

34.1. Employees with one (1) or more years of continuous service with Inspira in full-time positions or regular part-time positions who are permanently laid off from work because of lack of work shall receive one (1) week's pay based on their current regular rate of pay for each complete year of continuous service at the hospital up to a maximum of ten (10) weeks. An employee who accepts severance waives their right to recall.

34.2. Employees shall not be paid lump-sum severance pay, but rather employees shall be paid severance as part of Inspira's regular payroll practice as they were paid while employed. Employees who return to work in any Inspira hospital facility in a full-time or regular part-time capacity prior to full payout of the severance pay shall waive their entitlement to continued severance pay.

34.3. Although an employee may be laid off more than one time, no employee shall receive more than one weeks' pay for each complete year of continuous service up to a maximum of ten (10) weeks for their entire tenure at Inspira. For example, an employee with 6 years-experience is laid off for a year and receives 6-weeks' severance pay. If that employee is later rehired, works 3 more years, and is again laid off, the employee shall only be entitled to an additional 3-weeks' severance pay for the subsequent layoff. If the employee works an additional 6 more years before they are again laid off, the employee shall only be entitled to an additional 4-weeks' severance pay for the subsequent layoff.

34.5. Severance Pay shall be reduced by any income the laid off employee may earn from other positions with Inspira during the layoff period.

For the Union:

Christa Sauer
Patricia Mispis

For the Employer:

Julie Ellis

Date: *5/4/2025*

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCALS 5131, 5621 and 5142**

ARTICLE 35: Job Postings

35.1. Inspira shall post all vacant or new bargaining unit positions on the intranet for a minimum of seven (7) calendar days, not to include the day of the posting. Once posted, outside applicants may be interviewed, but not hired, during posting period. Consideration for all vacant or new bargaining unit positions shall be given to bargaining unit employees. The posting procedure described above shall not apply to Per Diem positions, however, consideration for all vacant per diem bargaining unit positions shall be given to bargaining unit employees.

Inspira shall post the minimum qualifications of the position, and shall post the department, status (full/part time), hours per week, shift, shift hours (if possible), and other qualifications for the position, including any on-call or weekend obligation that currently applies to that position.

35.2. Application for Posted Job

35.2.1. An employee may apply for a posted position after serving in his or her current position in the same department/division for a period of at least six (6) months after the successful completion of orientation or the introductory period, whichever is longer. Inspira may waive this requirement at its discretion, which will not be unreasonably denied. The employee must not have had a performance or disciplinary occurrence ("disciplinary occurrence" is defined as a written warning, suspension or a performance improvement plan) within the prior six (6) months, except as may be waived at the discretion of Inspira.

35.2.2. Inspira may waive the conditions stated above for an employee who applies for a posted position within his/her existing department, when that position would reflect a status change for the employee.

35.3. Eligibility- An employee must meet the necessary qualifications for the vacancy as specified in the job description as determined by Inspira.

35.4. Procedure

35.4.1. An employee may apply for posted positions online, and will receive an automated response to their application.

35.4.2. Human Resources will review all bids and only the most qualified candidates will receive an interview. Those candidates who are not interviewed will be notified by Human Resources and be informed of the deficits at the request of the employee.

35.4.3. If Inspira determines that two or more employees who bid for a position are equally qualified, the employee with the most bargaining unit seniority will be awarded the position.

35.4.4. [For 5131] If there are no bargaining unit employees qualified for the position, then the employer may hire a non-bargaining unit applicant. If IMC determines that an external candidate and a candidate from Local 5621 or 5142 are equally qualified, the Local 5621 or 5142 candidate will be awarded the position.

35.4.4. [For 5142] If there are no bargaining unit employees qualified for the position, then the employer may hire a non-bargaining unit applicant. If IMC determines that an external candidate and a candidate from Local 5131 or 5621 are equally qualified, the Local 5621 candidate will be awarded the position.

35.4.4. [For 5621] If there are no bargaining unit employees qualified for the position, then the employer may hire a non-bargaining unit applicant. If IMC determines that an external candidate and a candidate from Local 5131 or 5142 are equally qualified, the Local 5621 or 5142 candidate will be awarded the position.

35.4.5. Once the hiring selection is made and a candidate has accepted the position, those not selected will be notified by Human Resources, in writing, of the decision within seven (7) calendar days.

35.4.6. Once the hiring selection is made, the two managers involved in the transfer will agree upon a mutually acceptable transfer date, typically no later than thirty (30) days after the decision is made.

35.4.7. Inspira retains the discretion to determine whether the applicant has the necessary qualifications to perform the job based upon a review of, but not limited to, the employee's experience, education, certification, clinical practice record, discipline/attendance record, skills and ability, performance reviews, and interview.

For Local 5131:

Kerly Fandryck
Kambal
GCS
JTH
Kamphorn

For the Employer:

Julie Ellis

For Local 5621:

Asub Juma
Sherry Alarid
Danya Allen
Monique Pamy
Sharon Heath

For Local 5142:

Ruth S. Green
Pamela Mises
Christa Samen

Date:

April 21, 2025

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

ARTICLE 42 - SCHEDULING

42.1 Inspira shall have the sole authority to create schedules and for granting time off. Factors Inspira shall consider when creating schedules are patient needs, standards of care, and safe staffing practices.

42.1.1 Per Diem employees will be scheduled after full-time and part-time employees have been scheduled.

42.2 Self-Scheduling. Inspira promotes the practice of Self-Scheduling and scheduling committees. **Each unit and/or department is encouraged to institute a Self-Scheduling process as well as its own Scheduling Committee.** Individual units may continue with current practices for scheduling work including self-scheduling. Inspira shall have the right to ~~expand self-scheduling to additional units upon request and to discontinue~~ **amend, and/or update and/or discontinue** self-scheduling **protocols and procedures** where the **current** practice fails to meet patient and hospital needs, **but shall first consult with the unit's Scheduling Committee members to ensure cohesion in scheduling practices prior to making amendments.** The staff shall produce a completed mock-up staffing schedule (defined as the specifics of the unit's criteria), and shall present it to Inspira, which can approve, reject, or modify the mock schedule at its sole discretion. In the event that gaps remain in the schedule, Inspira shall make the necessary adjustments to the schedule to ensure the proper mix and distribution of development of the mock-up schedule so that the weekend, holiday and vacation schedules will be equitably distributed to the extent practicable.

42.2.1 Scheduling committees

The scheduling committee for each unit shall include representation from all shifts where applicable. Any changes or updates made to departmental self-scheduling guidelines will be voted upon by the department employees and then will be reviewed by management subject to management approval.

42.3 Schedules shall be posted no later than two (2) weeks before the start of **the** next schedule. Such schedules shall be maintained until they are superseded by new unit schedules or changed by the Hospital in an effort to maintain safe and quality levels of patient care. Such schedules shall not be altered without first seeking volunteers to provide needed coverage or changes, and without first discussing such changes and alternate suggestions with the affected employees. Such procedure with regard to volunteers and discussions shall also apply to alternations of established weekend cycles. Where there are changes to be made, the least senior employee shall be the first to be affected. Consistent with the preceding language, if the resulting schedule fails to meet patient and Hospital needs, the nurse ~~manger~~ **manager** or her designee

shall make the final decision with regard to scheduling and notify the ~~effected~~ **affected** employees.

42.4 Scheduling of Short-Term Paid Time Off

In order to provide time off for employees while ensuring consistent staffing, the parties ~~herby~~ **hereby** agree that Full-time and Part-time employees are entitled to Paid Time Off ("PTO").

42.4.1 Short Term Paid Time Off is defined as pre-approved paid time off equal to or less than two 12-hour shifts or three 8-hour shifts in any work week.

42.4.2 Short Term PTO Requests. All requests for Short Term PTO shall be submitted on a PTO request to the Nurse Manager no later than four (4) weeks prior to the start of the schedule containing the dates requested and no earlier than ~~twelve (12)~~ **six (6)** months prior to the PTO date requested. A separate request must be submitted for each consecutive period of time requested. The Employee shall then place his or her request on the unit calendar ~~either electronically or written,~~ **pursuant to the procedure utilized on that specific unit, as determined by management, for the submission of such a request** ~~for the benefit of other employees choosing dates for which to request time off.~~ Inspira shall send written confirmation of the approval, denial or other action taken with respect to the PTO request to the requesting employee within four (4) weeks of the receipt of the request. If the PTO request is approved, the requesting employee shall denote such approval of the PTO request on the unit calendar.

42.4.3 Reasonable efforts shall be made to grant short term PTO requests, and such requests shall be granted on a first come, first serve basis and shall not be unreasonably denied. Requests made with less than the three weeks' notice may be considered. Such approval lies within the sole discretion of Inspira based upon patient needs, standard of care, and staffing practices. Requests for short-term PTO during the week of a holiday shall be considered only after individual holiday commitments have been addressed and will be granted solely on the availability of staff.

42.5 Scheduling of Extended Paid Time Off

42.5.1 Extended PTO is defined as a request to take paid time off in excess of two 12-hour shifts or three 8 hour shifts in any work week for a full-time employee and in excess of one (1) twelve (12) hour shift or two (2) eight (8) hour shifts for a part-time employee.

42.5.2 Extended PTO requests. Each year beginning January 2nd through February 28th, Inspira shall accept requests for extended PTO for period from March 15 of the current year to March 14 of the following year. All requests for Extended PTO shall be submitted by the employee on a PTO request form. Space for a 1st week, 2nd week, and 3rd week choice shall be

provided. PTO choices will be granted in order of bargaining unit seniority, starting with the employee with the greatest amount of bargaining unit seniority. Every employee's 1st choice will be considered moving through the entire list of employees, followed by their 2nd choice and then their 3rd choice. The 2nd and 3rd choice will only be considered if the 1st choice cannot be granted. If two or more employees request the same days off then the employee with the greatest bargaining unit seniority will be given their first choice. An employee shall be limited to two weeks of PTO during the time of May 1st to September 15th unless a written request is reviewed by the Director of Nursing and approved by the VP of Patient Care Services. Extended PTO shall not be granted for the time period between December 15th and January 3rd, unless a written request is reviewed by the Director of Nursing, and approved by the VP of Patient Care Services. Inspira shall approve/deny/address all requests for Extended PTO submitted by February 28th no later than March 16th. Such requests shall not be unreasonably denied. A request consisting of greater than two consecutive weeks must be approved by the Nursing Director. Request for Extended PTO during the week of a holiday will be considered only after individual holiday commitments have been addressed and will be granted solely on patient needs.

Requests for Extended PTO may be made after February 28th and will be considered on a first-come, first serve basis. Such approval lies within the sole discretion of Inspira based upon patient needs, standards of care, and safe staffing practices.

42.5.3 If the Extended PTO request is approved, the requesting employee shall denote such approval of the Extended PTO request on the unit calendar. Any request for Extended PTO that does not conform to the procedure set forth in this section shall be denied by Inspira. However, at its discretion, Inspira may waive this provision and will be approved first come, first serve basis.

42.5.4 Advanced Short-Term PTO Requests. Employees also may schedule for Short Term PTO in the manner and timeframes set forth in Article 42.5. However, such requests for Short Term PTO shall be subordinate to any request for Extended PTO.

42.6 PTO Calendar- Inspira shall provide a calendar on each unit that makes visible requests for PTO in order to show potential conflicts. Whenever possible, conflicts should be resolved between staff with the help of the Manager if needed, prior to the submission of the PTO request form.

42.7 A nurse who finds her own coverage shall not be ~~unreasonable~~ unreasonably denied PTO. However, the covering nurse must be qualified to work the assigned shift or shifts, and the covering nurse must not be subject to premium or overtime pay, at the discretion of the manager. All coverage requests must be submitted in writing to the manager and must be signed by both the covering nurse and the originally assigned nurse. The covering nurse signing the change of schedule form shall be accountable for covering the shift of the originally assigned nurse. Absent a signed agreement, the original nurse is accountable for coverage of the shift.

42.8 In the event that two (2) or more employees put for the same time off and not all Employees can be accommodated, and the specific department policy and procedure does not address how to make the decision, then the Employee with the greatest amount of bargaining unit seniority shall apply.

42.9 The Employer may institute an electronic scheduling protocol in any unit that does not currently utilize electronic scheduling. So long as the implementation of such a protocol does not modify the general scheduling practices of the unit (i.e. self-scheduling vs. block scheduling), the implementation of an electronic scheduling protocol shall not be subject to bargaining.

Date: 5/29/2025

For the Union:

Christa Sarran
Pameela Winters
Heather Cooper

For the Employer:

Julie Ellis

TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142

ARTICLE 47 – WEEKEND REQUIREMENT

47.1. Employees are required to work weekend shifts as scheduled but are required to work no more than every other weekend. In units that have adopted scheduling guidelines, employees are required to work no more than six weekend shifts in a six-week schedule. Inspira may waive this requirement on a shift by shift basis based upon the needs of the employee, patient needs, staffing levels, and needs of Inspira, provided this option is offered to all employees on an equitable basis.

47.2. An unscheduled weekend absence shall be made up by the employee unless they the employee provides, within five business days of the absence or absences in question, dated proof of a visit with a medical provider showing that the employee had an illness or injury sufficient to exclude them the employee from work, and either have accrued New Jersey Earned Sick Leave available or meet the qualifications for leave under the Family and Medical Leave Act. Employees who provide such documentation shall be entitled to use their accrued New Jersey Earned Sick Leave. Documentation of such illness or injury shall not be unreasonably questioned or denied.

When required, the make-up weekend will be mutually agreed upon by the employee and the manager and shall be worked no later than three (3) months after the weekend absence. If the weekend is not made-up by mutual agreement of the employee and the manager by the expiration of the three-month period, the manager will schedule the make-up weekend. This may be waived at the discretion of the manager.

47.3 This shall not apply to employees hired with a specific weekend requirement.

47.4. Individual units may propose alternative weekend scheduling practices. Inspira may, in its sole discretion, accept or refuse such proposals. If an alternative weekend scheduling practice is implemented, and after implementation, Inspira finds that the practice fails to meet staffing needs, patient needs, or other operational needs, Inspira may discontinue the alternative weekend scheduling practice upon 30 days notice to the Union, reverting the weekend scheduling to the parameters set forth in paragraphs 47.1-47.3 above.

Date: 5/23/2025

For the Union:

Pamela Unisps
Heather Cooper

For the Employer:

Julie Ellis

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

ARTICLE 48 – HOLIDAY SCHEDULING

48.1 Holidays Defined

Holidays are defined for the purpose of holiday pay as follows:

(1) for twelve (12) hour shifts, holidays are defined as beginning on 7:00PM of the Eve of the holiday until 7:00PM of the night of the holiday, except for Christmas Day and New Year's Day which begins at 3:00PM on the Eve **of the holiday**;

(2) for eight (8) hour shifts, per diem, and off-shift employees, holidays are defined as beginning 11:00PM on the Eve of the holiday to 11:00PM on the night of the holiday, except Christmas Day and New Year's Day which begins at 3:00PM of the Eve **of the holiday**.

48.2 Recognized holidays for the purpose of holiday pay:

- 13. New Year's Day
- 14. Memorial Day
- 15. July 4th
- 16. Labor Day
- 17. Thanksgiving Day
- 18. Christmas Day

48.3 Holiday Pay

All regular full-time and regular part-time employees who work on any of the recognized holidays shall be paid at the rate 1.5 times the Employee's regular compensation of pay. There shall be no "pyramiding of time" (as defined by Section 46.3) when working a holiday. If an employee has an unscheduled absence either on or forty-eight (48) hours preceding or following a holiday, the employee may not use PTO time for payment related to the unscheduled absence(s) **unless they provide dated documentation from a medical provider showing illness or injury sufficient to exclude them from work and have accrued New Jersey Earned Sick Leave available. Such documentation shall not be unreasonably questioned or denied. Employees who provide such documentation shall be entitled to use their accrued New Jersey Earned Sick Leave if available.**

48.4 Holiday Scheduling

48.4.1. Except as modified by this Agreement, Hospital employees are required to work weekend shifts as scheduled and are required to work every other holiday. Inspira in its sole discretion, may waive this requirement on a shift-by-shift basis based upon the needs of the employee, patient needs, staffing levels and needs of Inspira, and excuse employees starting with the employee with the greatest bargaining unit seniority.

However, Float Pool RNs shall be called off only after all Full-Time, Part-Time, and Per Diem employees have been offered the opportunity to be called off. Prior to being called off, Float Pool RNs shall report to the staffing office for possible reassignment.

Moreover, the Employer may balance the schedule for a holiday week by offering to employees, starting with the employee with the greatest bargaining unit seniority, a waiver of the holiday shift obligation in exchange for agreeing to work a non-holiday shift in that week.

48.4.2. Holiday rotation will take precedence over regular work schedule. If the holiday that the employee must work occurs on their regular weekend off, they must work the holiday. **The holiday rotation list/schedule shall be posted for all employees to review. Departments shall make every effort to ensure an equitable holiday rotation. An employee who transfers into a new position may be assigned a new holiday rotation depending on the needs of the unit.**

48.4.3 Arrangements may be made between employees of equal status to switch holidays or to switch weekends to work on the weekend in which the holiday occurs. This must be put in writing, signed by both employees, and approved by Inspira. Inspira shall not approve any agreements to switch holiday shifts more than three weeks prior to the earliest holiday being switched. The employee accepting responsibility to work the holiday pursuant to such an agreement shall have the responsibility to cover any vacancy that may occur if that employee is unable to cover that shift for any reason. Any agreement to switch holiday obligations made between employees of equal status shall not change the holiday rotation for the rest of the year, or for the next year, for either party.

Date: 5/23/2025

For the Union:

Pamela Weis
Heather Cooper

For the Employer:

Jillie Ellis

TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAA LOCAL 5142

ARTICLE 51- ON-CALL

51.1.2. On-Call Pay

Employees will be paid a rate of \$4.50 per hour for the time that they are on-call but not required to be physically at work ("beeper pay"). **On holidays, employees will be paid a rate of \$10.00 \$6.00 \$7.50 \$7.00 per hour for the time that they are on-call but not required to be physically at work ("holiday beeper pay").** If an employee is called into work under this subsection, that employee shall be guaranteed a minimum of four (4) hours pay. **Any additional call-ins after the conclusion of a given 4 hr pay block will then restart another 4 hr pay block.** Employees will be paid 1.5 times their regular rate of pay for all hours worked while physically at work ("On-call Pay"). If an employee works less than four (4) hours when called into work, that employee shall receive On-call Pay for actual hours worked and four (4) hours minus actual hours worked at their regular rate of pay. For example, an employee who is called in for two (2) hours of actual work shall be paid at 1.5 times their regular rate of pay for those two (2) hours and paid at their regular rate of pay for the remaining two (2) hours. All compensation under this section shall not be pyramided with any other premium pay, such as overtime, holiday. Refer to Section 46.3 (non-pyramiding section).

Date: 5/28/2025

For the Union:

Christa Sandoz
Pamela Unis

For the Employer:

Julie Ellis

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

Article 53 – Wages

ARTICLE 53 WAGES

53.1 Definitions

53.1.1 Base Rate of Pay

The base rate shall be defined as the employee's hourly rate of pay as set forth on the wage scale table in Section 53.8 without any differential, bonus, incentive, or premium pay.

53.1.2 Regular Compensation Rate

Regular compensation rate shall be defined as the employee's base hourly rate of pay plus any differentials.

53.1.3 Premium Compensation Rate

Premium Compensation Rate of pay shall be defined as 1.5 times the employee's regular compensation rate.

53.1.4 Incentive Shifts

An incentive is defined as any shift for which an RN receives additional dollars other than overtime or any other differential described in this Article.

53.2 Overtime

Employees shall be paid one and one-half (1 ½) times their regular compensation rate of pay, for all time in excess of forty (40) hours within a work-week. However, preceptor pay and charge nurse pay shall not be counted when calculating the applicable overtime rate.

53.3 Shift Differentials

To be eligible for shift differential, an employee's shift must be at least four (4) continuous hours of working time and must work at least four (4) hours of the shift between 3 pm and 7 am. A 10% shift differential will be paid only for those hours worked between 3 pm and 7 am. If an employee is regularly scheduled day shift, the employee must work at least 4 hours past the end of the scheduled shift to receive shift differential.

53.4 Daylight Savings/Standard Time:

Employees shall be paid for the actual number of hours worked.

53.5 Mileage

Current reimbursement practice and rates will continue. Reimbursement rates shall be at the prevailing IRS rate at the time the mileage is incurred.

53.6 New Hires

New bargaining unit hires to RN positions will not be placed on a step of the applicable Wage Scale that is higher than any current employee with the same level of experience in their position. The amount of credited experience according to Section 53.7.3 shall establish the employee's starting level on the wage scale, from which the employee shall progress through their employment.

53.7 Wage Adjustment and Correction

53.7.1 Within thirty (30) days of ratification, employees will be placed on their applicable wage scale **and credited with experience consistent with the revised experience table set forth in Article 53.7.5 below.** The amount of credited experience shall establish the employee's **starting** level on the wage scale table, from which the employee shall progress through their employment. To ensure proper placement on the wage scale, each employee, within thirty (30) days from the date of ratification of this Agreement, will receive **email** notice from the Employer **to the employee's Inspira email address** indicating the years of experience as an RN and the date of hire. A copy shall also be sent to the Union **via email**. Employees shall report any errors to the hospital within thirty (30) days from the date **of mailing of** the Employer's notice. Failure of the employee to report an error shall constitute an irrevocable waiver of that error and ratification that the hospital's designation is correct. Errors in calculated years of experience will be corrected by the employer no later than two (2) pay periods from the date of notification.

53.7.2 Where an employee's actual base rate is more than their base rate set forth in this Agreement, the employee's base rate shall be "red circled," and the employee shall not be entitled to any increases in their base rate (either across-the-board-increases or Step increases) until the employee's base rate in the Agreement is equal to the employee's base rate in Article 53.8.

53.7.3 Nothing in this Article prevents SMC from increasing or reducing an employee's pay rate if the employee accepts a position outside of their current job classification.

53.7.4 All wage adjustments shall also apply to probationary employees.

53.7.5 Employees shall have their Wage Scale experience established as follows:

<u>RN Experience counts toward credited RN service</u>	<u>RN Experience does not count toward credited RN service</u>
Acute care hospital	Legal Nursing Consultation
Long-term care	Physician office experience
Home Care	Utilization review
Per Diem, Hospital, Long Term Care or Home Care	Camp and Cruise Ship Nurse
Time at Inspira on approved LOA	Time spent not working as a Registered Nurse
Nursing Management Experience	Parrish Parish /Church Nurse
Clinical teaching experience (Nursing School)	International Nurse
Psychiatric nursing	Casino Nurse
Paramedic RN	Case Management

Flight RN	Non-clinical classroom teaching experience
Occupational Health	Any other non-clinical experience not listed here
School Nursing	
Peace Corps Nurse	
<u>Case Management</u>	
<u>Utilization Review</u>	
<u>Urgent Care Nurse</u>	

53.8 Base Rate Wage Scales.

53.8.1 Wage Scale - Full Time, Regular Part Time

RN Wage Table – Three Years					
			<u>2025</u> <u>(+ \$4.75/hr.)</u>	<u>2026 (3%)</u>	<u>2027 (2.5%)</u>
0			<u>\$45.58</u>	<u>\$46.95</u>	<u>\$48.12</u>
1			<u>\$46.04</u>	<u>\$47.42</u>	<u>\$48.61</u>
2			<u>\$46.45</u>	<u>\$47.84</u>	<u>\$49.04</u>
3			<u>\$46.94</u>	<u>\$48.35</u>	<u>\$49.56</u>
4			<u>\$47.35</u>	<u>\$48.77</u>	<u>\$49.99</u>
5			<u>\$48.25</u>	<u>\$49.70</u>	<u>\$50.94</u>
6			<u>\$49.11</u>	<u>\$50.58</u>	<u>\$51.85</u>
7			<u>\$49.97</u>	<u>\$51.47</u>	<u>\$52.76</u>
8			<u>\$50.82</u>	<u>\$52.34</u>	<u>\$53.65</u>
9			<u>\$51.70</u>	<u>\$53.25</u>	<u>\$54.58</u>
10			<u>\$52.52</u>	<u>\$54.10</u>	<u>\$55.45</u>
11			<u>\$53.07</u>	<u>\$54.66</u>	<u>\$56.03</u>
12			<u>\$53.61</u>	<u>\$55.22</u>	<u>\$56.60</u>
13			<u>\$54.18</u>	<u>\$55.81</u>	<u>\$57.20</u>
14			<u>\$54.73</u>	<u>\$56.37</u>	<u>\$57.78</u>
15			<u>\$55.26</u>	<u>\$56.92</u>	<u>\$58.34</u>
16			<u>\$55.66</u>	<u>\$57.33</u>	<u>\$58.76</u>
17			<u>\$56.06</u>	<u>\$57.74</u>	<u>\$59.19</u>
18			<u>\$56.47</u>	<u>\$58.16</u>	<u>\$59.62</u>
19			<u>\$56.82</u>	<u>\$58.52</u>	<u>\$59.99</u>
20			<u>\$57.22</u>	<u>\$58.94</u>	<u>\$60.41</u>
21			<u>\$57.55</u>	<u>\$59.28</u>	<u>\$60.76</u>
22			<u>\$57.85</u>	<u>\$59.59</u>	<u>\$61.08</u>
23			<u>\$58.18</u>	<u>\$59.93</u>	<u>\$61.42</u>
24			<u>\$58.48</u>	<u>\$60.23</u>	<u>\$61.74</u>
25			<u>\$58.79</u>	<u>\$60.55</u>	<u>\$62.07</u>
26			<u>\$59.09</u>	<u>\$60.86</u>	<u>\$62.38</u>

27			<u>\$59.41</u>	<u>\$61.19</u>	<u>\$62.72</u>
28			<u>\$59.73</u>	<u>\$61.52</u>	<u>\$63.06</u>
29			<u>\$60.04</u>	<u>\$61.84</u>	<u>\$63.39</u>
30			<u>\$60.35</u>	<u>\$62.16</u>	<u>\$63.71</u>
31					
32					

53.8.1.1 Float Pool RN Differential – Employees who are hired to a Float Pool Position shall be paid \$7.50 on their base rate of pay as set forth in the RN payscale above. This amount will be reflected as the base rate in the employee’s paycheck. This will constitute a new rate and shall be used to place the employee on the appropriate tier for the purposes of benefit contribution.

Unit Based Per Diem Three Year Table						
	2023— 2.25%		2024— 2.0%			
	Day	Night	Day	Night		
Weekday						
Weekend						
Holiday						
	<u>2025 (2%)</u>		<u>2026 (2%)</u>		<u>2027 (2%)</u>	
	Day	Night	Day	Night	Day	Night
Weekday						
Weekend						
Holiday						

[No 53.8.2 in the CBA so re-numbered below]

53.8.2 Per Diem Weekend Differential Start/End Time

The unit based Per Diem weekend rate shall begin at 6:45 p.m. on Friday and end at 7:15 a.m. on Monday.

53.8.3 Per Diems hired into the positions listed above shall be paid a base rate commensurate with their years of experience on the respective Wage Scale Table 53.8.1 of this Article. Per Diem employees shall not qualify for differentials or premium pay except where required by law or where specifically set forth in other provisions of this Agreement.

53.8.4 Wage Scale

Year 1: Effective June 1, 2025, the new wage scales set forth in Article 53.8.1 and 53.8.2 shall be implemented. (current scale + \$4.75)

~~{6.0% effective June 1, 2022,}~~

Year 2: ~~6.0~~ 3.0% [2.25%] effective June 1, 2026 [2023] and

Year 3: ~~6.0~~ 2.5% [2.0%] effective June 1, 2027 [2024].

Upon the Union's request, the parties agree to reopen bargaining in March 2027 regarding wages. This bargaining shall be limited to whether wages should be increased for the third year of the Agreement. The minimum wage increase for June 2027 shall be 2.5%. All other provisions of the Agreement shall remain in effect during the re-opener bargaining.

The Wage Scale for Per Diem employees shall increase by:

Year 1: 2% effective June 1, 2025

~~{6.0% effective June 1, 2022,}~~

Year 2: ~~6.0~~ 2.0% effective June 1, 2026 and

Year 3: ~~6.0~~ 2.0% effective June 1, 2027.

53.9 Charge Pay

Nurses who volunteer to work or are otherwise assigned "charge" shall receive a differential of ~~\$1.00/hour \$1.00/hour~~ **\$1.75 an hour.** This differential shall not be counted when calculating the applicable overtime rate.

53.10 Pay Periods and Pay Checks.

1. Pay Period will continue as every two (2) weeks.
2. All paychecks will be delivered in the same manner as similarly situation non-management non-bargaining unit employees.
3. Pay stubs will clearly identify specific hours worked, hours worked year to date, and compensation, including rates, differentials, and any and all deductions.
4. When an error in pay has been brought to the attention of the Department Head or designee, the Employer will issue a check with the correction on the regularly scheduled payday that occurs three (3) days following the resolution of the error. In the event the delay in payment results in a bank charge or penalty due to Employer error, the Employer will issue a letter of explanation to the bank and give a copy to the employee.
5. Direct Deposit shall continue to the same extent as for non-Union, non-management employees.

Date: 5/31/2025

For the Union:



Heather Casper

For the Employer:



TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142

ARTICLE 54 RETIREE MEDICAL TRUST

54.1 General Contribution from Wages

After (3) months, but no later than six (6) months, after ratification of the agreement by the Union, full-time and part-time employees of the bargaining unit will participate in a secret ballot referendum vote to participate in a mandatory employee contribution to the HPAE Retiree Medical Trust. Based upon an affirmative result, the Employer shall facilitate the payment of a monthly mandatory employee contribution by the employee of \$.20 per hour (not to include overtime hours or on-call hours) for each full-time and part-time employee covered by this agreement – provided that the Retiree Medical Trust is in compliance with all applicable laws, including but not limited to compliance with the Patient Protection and Affordable Care Act.

Full-time, part-time or flex employees of the bargaining unit will participate in a secret ballot referendum vote to participate in a mandatory employee contribution to the HPAE Retiree Medical Trust. Based upon an affirmative result, the Employer shall facilitate the payment of a monthly mandatory employee contribution by the employee of \$.20 per hour (not to include overtime hours or on-call hours) for each full-time and part-time Employee covered by this Agreement.

54.2 After receiving notice of an affirmative vote, The Employer will implement mandatory Employee contributions on the first pay period of the month. No payroll check-off by Employees will be required; instead, the Employer will transfer one check for this purpose of Employee contributions, representing \$.20 per hour for each full-time and part time Employee who worked in that month. The monthly per capita amount of Employee contributions shall be included in each Employee's salary for purpose of calculating retirement benefits and will be withheld pursuant to applicable law.

54.3 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability that might arise out of or by reasons of any action, claim, demand or suit by any governmental agency, corporation, and/or person which may involve or be in whole or in part based upon the implementation of the Retiree Medical Trust, or the collection or deduction of any money by the Employer submitted to the Retiree Medical Trust pursuant to this Article. Once the funds are remitted to the Trust, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Trust. So long as the Employer makes payment of the contributions directed by the Union in the amount specified, the Employer shall have no additional liability or responsibility to any of the Union, the Retiree Medical Trust, or the Employees for whom the deductions are made. The Employer does not agree to be covered by or be bound by Trust Agreement establishing the HPAE retiree medical trust. The Employer is not a party to the trust agreement.

54.4 All tax treatment of the amounts withheld shall be in accordance with applicable law as provided in a private letter ruling issued by the Internal Revenue Service to the Union or the Retiree Medical Trust.

Date: 5/28/2025

For the Union:

Christa Sanchez
Pamela Miller

For the Employer:

Julie Ellis

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

ARTICLE 57 - BEREAVEMENT LEAVE


57.1

Full time and part time Employees will be paid a maximum of twenty-four (24) hours for all days off on which they were scheduled to work during the six (6) consecutive days immediately following the death of an Immediate Family Member. "Immediate Family Member" is defined as mother, father, stepmother, stepfather, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, spouse, civil union partner, child and , stepchild, **domestic partner, and any other family member living in the same household as the employee.** If additional time is necessary, an Employee may request approval for the use of PTO time. Also, if extenuating circumstances exist where an employee cannot meet a commitment related to the death of an Immediate Family Member, and requested by the Employee, the Director of Labor Relations may agree to extend to the six (6) day time frame in which to utilize the leave provided under this Article. Such request shall not be unreasonably denied.

57.2

Full-time and part-time Employees will also be eligible for one (1) regularly scheduled day off (twelve (12) hours maximum) with pay at the time of the death of a a grandparent, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepparent-in-law, and grandparent-in-law.

For the Union:


Pamela Unice

For the Employer:



Date: 5/6/2025

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

62.1 Inspira shall provide the following non-compensatory "ancillary benefits" to bargaining unit Employees for the term of this Agreement: Free Parking, Day Care Reimbursement, ~~Fitness Connection Discounts~~.

62.2 Any decision by Inspira to change, modify, or terminate any other ancillary benefit levels not listed above shall not be subject to bargaining with the Union.

Date: 5/23/2025

For the Union:

Pamela Unisqa
Heather Cooper

For the Employer:

Julie Ellis

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

ARTICLE 63 - HEALTH, SAFETY, AND WORKPLACE VIOLENCE

63.1. Inspira and the Union recognize that employee and patient health and safety is of paramount importance. As part of a continuous effort to improve health and safety of patients and employees:

63.1.1. Inspira and employees will observe and comply with all local, state, and federal health and safety laws and regulations, and will provide and maintain a safe and healthy workplace, free of recognized hazards.

63.1.2. Inspira health and safety committees shall be open to bargaining unit employees to the same extent and on the same terms as they are open to non-bargaining unit, non-managerial employees.

63.1.3. Inspira and its employees shall comply with all applicable directive and guidelines issued by the Centers for Disease Control and/or the New Jersey Department of Health or any other governing authority regarding the prevention and management of infectious/communicable diseases.

63.1.4 Inspira Medical Centers agrees to provide protective equipment and/or protective clothing as may be required by applicable regulations and laws, or policies of the Employer.

NEW 63.2: Workplace Violence

In the event that an employee is involved in an incident of Workplace Violence, the employee shall immediately be offered the option of a clinical evaluation by employee health or the Emergency Department. A leader from the Inspira Workplace Violence Management team or its designee shall assist the employee with filing charges with the police department upon request.

Date: 5/13/2025

For the Union: ~

Pamela Waisley
Heather Cooper

For the Employer:

Julie Ellis

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

ARTICLE 66 - MANAGEMENT RIGHTS (Amend)

66.1 The management and control of Inspira and the directions of the workforce rest exclusively with Inspira, and except as otherwise limited by an express provision of this Agreement, Inspira shall retain the absolute right to exercise complete control and discretion over its organization, employees, management, operations, and technology, and shall have the full and absolute right to make any decisions affecting its organization, employees, management, operations and technology. Such management rights include, but are not limited to: create, change, discontinue, manage, administer, sell, assign, transfer, and control Inspira's operations, programs, activities, mission and resources; plan, direct and control all duties and functions performed by employees; hire, train, orient, precept, educate, classify, demote, transfer, assign, supervise, layoff, discipline, suspend, and discharge; promote to positions within or outside the bargaining unit; determine or change the starting and quitting time, length of shift and the number of hours worked per day and per week; require overtime as permitted by law; establish and change work schedules; determine the staffing numbers and composition for each department and shift to select and determine the number and types of employees to provide patient care; assign work to employees; establish nurse to patient staffing ratios; establish and change work schedules and assignments; establish and implement on-call procedures and /or policies and to require employees to meet on call requirements established by Inspira; establish and implement call in procedures and/or policies and to require employees to report to work in accordance with the policies and/or procedures; assign or transfer employees temporarily or permanently to other classifications, work areas or facilities; assign or transfer equipment or facilities temporarily or permanently; direct, plan and control facility operational exercise control and discretion over the organization and efficiency of operations; change or eliminate existing methods, materials, equipment, facilities and reporting practices and procedures and/or to introduce new ones or improve current ones; assign or contract out all or any part of the work currently performed by bargaining unit employees or new work, including the right to utilize the services of agencies, contractors, non-bargaining unit personnel, supplies, contractors and volunteers; determine what products and methods shall be used; control all property of Inspira; create, modify, combine or abolish any job classifications or title; create, promulgate reasonable work rules, policies and regulation; Communicate, modify, interpret and enforce work rules, policies and regulations on any matter that is not specifically and unambiguously provided for in this Agreement to the contrary, including but not limited to rules, regulations and standards addressing conduct, patient care, attendance, employment and safety; create, promulgate, enforce and modify employee handbooks, manuals, orientation documents, publications, newsletters, and any other documents or memoranda addressing any rights reserved by Inspira under this Article; lay off and relieve employees from duty because of lack of work or other reasons, and to determine the extent and duration of such layoff; determine the number of departments and units and the work to be

performed therein; create, discontinue, enlarge, reduce, consolidate or reorganize any department or unit; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution, sell or close any and all operations; determine the methods, procedures, and equipment to be utilized by employees in the performance of work; utilize employees wherever necessary in cases of emergency or in the interest of patient care within the discretion of Inspira; introduce new or improved methods or facilities regardless of whether or not such introduction may cause a reduction in the work force; establish and administer programs, policies and procedures related to research, education, training, operations, services and maintenance of the Inspira's operations; determine staffing patterns including but not limited to the assignment of employees, number of employees employed, duties to be performed, qualification and areas worked; select and determine the type and extent of activities in which it will engage and with whom it will do business; determine policies and procedures with respect to patient care; determine or change the methods and means by which its operations are to be carried on; take any and all actions it determines appropriate, including the subcontracting of work, to maintain efficiency and appropriate patient care in all respects to carry out the ordinary and customary functions of management.

66.2 The foregoing statement of the rights of management and of Inspira's functions are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in management, and shall not be construed in any way to exclude other management functions not specifically enumerated. Any of the rights, powers, or authority Inspira had which have not been expressly limited by the terms of the collective bargaining agreement between the parties are retained by Inspira. Failure to exercise any of the function, where or not expressly stated herein, shall not constitute a waiver thereof.

66.3 The Union, on behalf of the Employees, agrees to cooperate with Inspira to attain and maintain full efficiency and optimal patient care.

66.4 Any of the rights, power or authority Inspira had prior to the signing of this Agreement, as determined by the policies, past practices and conduct of Inspira, are retained by Inspira.

66.5 Inspira's exercise of any retained right in a particular manner, or the non-exercise of such right in any particular manner, shall not operate as a waiver of Inspira's rights hereunder, or preclude Inspira from exercising its rights in a different manner in the future.

66.6 Inspira shall notify the Union in writing of any changes in policies and practices that affect bargaining unit employees **no later than 14 days** prior to implementation and shall discuss with the Union upon request. **Upon written request of the Union, the parties shall** bargain over the effects of such changes upon bargaining unit employees to the ~~extend~~ **extent** required by law. Where the Union ~~has elected~~ **elects** to engage in effects bargaining, the Union shall notify Inspira in writing of its intention to bargain over effects within five (5) business days of notification, and bargaining shall begin **within** five (5) business days thereafter.

66.7 The preceding paragraphs shall not be deemed as a waiver by the Union of any right it may have to negotiate under this Agreement as required under applicable laws or statutes statutes.

Date: 5/23/2025

For the Union:

Pamela Unsworth
Heather Cooper

For the Employer:

Julie Ellis

**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5142**

ARTICLE 71 - TEMPORARY REDUCTION OF STAFFING

71.1 Inspira retains the right to deviate from its schedule and temporarily reduce staffing on a given unit and/or shift due to decreased census, decreased volume of work, or for other significant reasons that may arise. Inspira shall consider patient need and acuity before a reduction of staff or hours occur. Prior to canceling or reducing hours, Inspira shall use reasonable efforts to reassign the RN as set forth in Article 27.

71.1.1 Employees shall not be called off if it causes the unit to fall below the Employer's current staffing guidelines.

71.2 Call-off will continue by rotation. For purposes of this policy seniority is defined as bargaining unit seniority;

71.2.1 Rotation is defined as call-offs shared equally among all permanent staff members.

71.3 Employees called off shall be called off for the remaining hours of the shift unless the employee agreed to be placed on standby status.

71.4 Call-off under this Article shall not affect PTO status accrual.

71.5 Standby On-Call Status

In the event that the Employer must call off employees in accordance with this Agreement, an affected employee, upon request of their manager, may volunteer to be placed on stand-by status, in lieu of the call-off. PTO status accrual shall not be affected. The employee shall report to work within one hour of being notified.

71.6 Standby On-Call Compensation

The Employee is paid ~~\$4.50~~ ~~\$7.00~~ per hour for hours on standby. If an employee is called into work under this subsection, that employee shall be guaranteed a minimum of four (4) hours pay. Employees will be paid 1.5 times their regular rate of pay for all hours worked while physically at work. All compensation under this section shall not be pyramided with any premium pay, such as overtime or holiday. Refer to Section 46.3 (non-pyramiding section).

71.7 Cancellation Process:

71.7.1 Definition of overtime and extra shifts:

Overtime is defined as an employee working more than forty (40) hours on the day of cancellation.

Extra shift is defined as shifts worked that are not overtime (more than forty (40) hours) and are in addition to the Employee's regular scheduled shifts.

71.7.2 Call-off will be within a unit or department of the affected division-with-consideration given to present ability and skill. Employees shall be cancelled in the following manner:

- 1 ~~1A~~ Agency Nurses;
- 2 ~~1B~~ Employees (FT-PT-PD), including float RNs, working overtime as defined in 71.7.1;
- 3 ~~1C~~ Employees (FT-PT-PD), including float RNs, working an "Incentive Shift." An Incentive Shift is defined as any shift for which an RN receives additional dollars other than overtime or any other differential described in Article 53 of this Agreement;
- 4 ~~1D~~ Employees (FT-PT-PD), including float RNs, working extra shifts as defined in 71.7.1 that will result in overtime later that week;
- 5 ~~1E~~ Employees (FT-PT-PD), including float RNs, who have volunteered to reduce his/her hours;
- 6 ~~1F~~ Employees (FT-PT), including float RNs, working extra shifts as defined in 71.7.1 that will not result in overtime later that week;
- 7 ~~1G~~ Per Diem;
- 8 ~~1H~~ Float Nurses shall report back to the nursing staffing office for reassignment within their clinical areas;
- 9 ~~1I~~ Full-Time and Part-Time and Flex Employees.

71.8 A log shall be kept by the RNs on the unit for tracking and will be available to all employees on the unit. Every unit, including Float Pool, shall maintain its own cancellation tracking log, which shall be available to all employees on the unit for review.

71.9 Employees selected for call-off shall be given as much advance notice as is reasonable and as circumstances allow. Nurses given- who receive first notice of call off after reporting to work for a regularly scheduled shift or extra shift shall be compensated the greater amount of either actual hours worked or four hours regular pay for that shift. Such nurses shall not be required to remain at work unless they choose to stay.

71.10 Employees called off by Inspira have the option to use PTO time, if available.

71.11 Employees called off involuntarily have the option of applying for partial unemployment compensation.

71.12 Nothing in this Article limits Inspira's right to reassign employees under Article 27 or to adjust staffing under Article 25.

Date: 5/29/2025

For the Union:

Christa Sarna
Pamela Meyer
Heather Cooper

For the Employer:



**TENTATIVE AGREEMENT BETWEEN
INSPIRA MEDICAL CENTERS, INC. AND HPAA LOCAL 5142**

SIDE LETTER 1 – BSN REQUIREMENT

Advancement to BSN and/or MSN Requirement

1. All active RNs hired or rehired after June 1, 2023 **and before June 1, 2025** must either:
(1) have a Bachelor of Science degree in Nursing or Master of Science degree in Nursing from a ~~CCNE or NLNAC~~ **nationally accredited** program (or foreign equivalent) at the time they are hired or rehired; or (2) be enrolled in a ~~CCNE or NLNAC~~ **nationally** accredited BSN or MSN program (or foreign equivalent) with a graduation date that falls on or before **May 31, 2028**.
2. **All active RNs hired or rehired on or after June 1, 2025 must either: (1) have a Bachelor of Science degree in Nursing or Master of Science degree in Nursing from a nationally accredited program (or foreign equivalent) at the time they are hired or rehired; or (2) enroll within six months of hire or rehire in a nationally accredited BSN or MSN program (or foreign equivalent) with a graduation date that falls on or before the employee's third employment anniversary date.**
3. Extension of Applicable Deadlines. RNs pursuing their degree in Nursing to satisfy paragraphs 1 and 2 above and who cannot meet the deadline due to extenuating or unforeseeable life event or circumstance, must apply for an extension, which will not be unreasonably denied. A request for extension shall not exceed 12 months.
4. Failure to meet the requirements of this Side Letter shall result in the RN no longer meeting the minimum qualifications of employment. Any arbitration of a termination under this Side Letter will be performed under the expedited arbitration rules of AAA.
5. Notification. SMC shall provide RNs with written notice of their obligations under this Article and have RNs sign a notice that they acknowledge and understand that they are required to obtain their Bachelor of Science in Nursing degree or Master of Science in nursing degree per this Side Letter. A copy of each notification shall be provided to the Union.
6. An RN who is hired before ~~[Effective Date of this Agreement]~~ **June 1, 2023** as an RN shall not have a Bachelors' or Masters' Degree in nursing as a basic educational requirement in order to be considered for or awarded a position for which they are otherwise qualified.

7. An active Employee hired or rehired before June 1, 2023 as an RN at IMCM (Local 5142) who applies for a position at IMC (HPAE Local 5131), IMCMH or IMCW (HPAE Local 5621) shall continue to be grandfathered by this agreement.

For the Union:

Christa Sarna
Pamela Moisidis

For the Employer:

Julie Ellis

Date: 05/06/2025