

HPAE



Local 5131

Representing Nurses

At

Inspira Medical Center, Inc.

June 1, 2016 – May 31, 2019

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Agreement

Between

Health Professionals and Allied Employees

AFT/AFL-CIO

and

Inspira Medical Center, Inc.

June 1, 2016 – May 31, 2019

PREAMBLE

This is an Agreement between INSPIRA MEDICAL CENTERS, INC., a, WHOLLY OWNED CORPORATIONS OF INSPIRA HEALTH NETWORK, INC., 2950 College Drive, Suite 1E, Vineland, NJ 08360 (hereinafter called the “employer” or “Inspira”), and the HEALTH PROFESSIONALS & ALLIED EMPLOYEES, AFT/AFL-CIO, 110 Kinderkamack Road, Emerson, NJ 07630 (hereinafter called “HPAE” or the “Union”).

ARTICLE 1 ONE AGREEMENT

The Union and the Employer agree that unless otherwise noted in the Agreement, all language will apply to all bargaining unit employees. In areas where terms and conditions may differ between units or facilities, then the heading in each section or proposal shall be denoted as such.

ARTICLE 2 RECOGNITION

2.1 Inspira, Inc. hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (4-RC-21179) for the bargaining unit of all full-time and regular part-time registered nurses who work an average of four hours per week, including Clinical Specialists, Charge Nurses, Clinical Coordinators, Disability Case Managers, Nurse Midwives, Nurse Practitioners, Perioperative Instructors (OR), Occupational Health Nurses and Women’s Center Nurses employed by the Employer.

2.2 Excluded are all other employees, Registered Nurses employed by the Employer’s joint venture with the Kidney Center at Vineland, Registered Nurses employed by a joint venture with the Community Health Care, Inc., Registered Nurses employed at Impact, Clinical Reimbursement Specialists, Case Managers, Clinical Patient Relations Representatives, Clinical Research Associate, Marketing Manager, Resource Nurses, Education Specialists, guards and supervisors as defined in the Act. Also excluded are LPNs, nursing assistants, orderlies, technicians, Education Specialists, administrative employees, students, agency nurses, maintenance employees, directors, and Registered Nurses employed by entities not employed by Inspira.

ARTICLE 3 DEFINITION OF EMPLOYEE

Whenever the terms “employee” or “employees” are used hereinafter in this Agreement, they shall be deemed to apply only to the employees of the employer who are included in the bargaining unit. The terms “employee” and “bargaining unit employee” are used interchangeably unless otherwise denoted. The pronoun “he” or “she” is deemed to be inclusive of the other gender.

ARTICLE 4 NEW JOB CLASSIFICATIONS

In the event that the Employer establishes a new job classification which falls within the scope of Recognition set forth in Article 2, the Employer shall notify the Union in writing of such an establishment and shall set the hourly rates and benefits of such position based upon the rates and benefits set forth in this Agreement. All other terms and conditions of employment shall be established by Inspira and shall not be subject to the grievance and arbitration process. Inspira shall bargain with the Union over the effects of such new job classifications pursuant to the timeframes set forth in Article 66.6 of this Agreement.

ARTICLE 5 SUCCESSOR

In the event of a sale of Inspira's operation or any portion thereof that employs bargaining unit employees, Inspira will advise a prospective buyer of the existence of the Collective Bargaining Agreement. Inspira shall notify the Union in writing within 48 hours after any official notification of the execution of such a sales agreement. Inspira will meet with the Union in order to bargain over the effects of such a decision on the bargaining unit as required by law pursuant to the timeframes set forth in Article 66.6 of this Agreement.

ARTICLE 6 BARGAINING UNIT WORK PREFERENCE

6.1. Per Diem Agency

6.1.1. Preference for all available bargaining unit work (as defined herein) shall be given to bargaining unit employees over per diem agency registered nurses supplied through outside agencies provided that the bargaining unit employee is qualified for the position. This preference shall not apply to traveling/contract agency nurses.

6.1.2. A bargaining unit employee may replace a per diem agency registered nurse provided the bargaining unit employee has notified his or her Manager with at least 24-hours notice before the start of the shift. In the event there is less than 24 hours notice, then Inspira shall have the discretion of whether or not to permit the substitution to occur. This preference shall not apply to traveling/contract agency nurses.

6.2. Traveling/Contract Agency

Contract/Traveling Agency nurses are non-bargaining unit RNs who are contracted pursuant to the Subcontracting Article of this Agreement. Prior to contracting with Traveling/Contract nurses, Inspira shall post the position pursuant to Article 35 and that position shall not have been filled.

6.3. Inspira shall mark all shifts that are Per Diem Agency, Traveling Agency, and/or Contract Agency as such.

6.4. Bargaining unit work is defined, for the purposes of this Article only, as work customarily done by registered nurses.

6.5. Except for assistance, supervision, training, and in unforeseen circumstances, including but not limited to emergency situations, unanticipated increased unit acuity or census, unforeseen absenteeism, or to meet unplanned patient care requirements, supervisors/managers shall not perform bargaining unit work and shall not be given a regular patient care assignment.

6.6. Nothing in this Article limits Inspira's authority to develop and implement a multi-disciplinary approach to care, or requires Inspira to prefer bargaining unit employees over persons outside of the bargaining unit (e.g., physicians, LPNs, Technicians) or reduce their hours under this Article – except as set forth in this Article.

6.7. Nothing in this Article limits or prevents supervisors, physicians, LPNs, Technicians, and other non-bargaining unit health care employees from performing work for which they are qualified to perform, unless otherwise specifically set forth in this Article.

ARTICLE 7 UNION MEMBERSHIP

7.1. To the extent not inconsistent with the law, employees covered by this Agreement at the time it becomes effective who are members of the Union shall continue membership or choose Beck Objector status. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective, and employees hired, rehired, reinstated or transferred into a bargaining unit position after the effective date of this Agreement shall be required, to the extent not inconsistent with the law, to either: 1) Become members of the Union within one hundred (100) days following the effective date of hire, rehire, reinstatement or transfer into a bargaining unit position, or 2) choose Beck Objector Status within one hundred (100) days following the effective date of hire, rehire, reinstatement or transfer into a bargaining unit position.

7.2. Nothing in this Section shall affect the Employer's rights regarding Probationary Status as may otherwise be provided for in this Agreement. An employee who decides not to become or remain a member of the Union shall nevertheless be required to adopt Beck Objector Status and to pay a fee for service equivalent to the percentage of the dues normally charged to members, which is used for activities germane to the Union's status as the unit's exclusive bargaining representative (commonly referred to as the "Beck Fee") within the meaning of CWA v. Beck.

7.3. The Union agrees to inform all new bargaining unit employees of such rights before the end of each employee's probationary period. Union membership or Beck Objector status as described above shall be considered a condition of continued employment with Inspira under this Agreement. The failure of any employee to remain in good standing with the Union by either paying membership dues or the Beck fee, based on their choice of status, shall obligate the Employer, upon written notice from the Union to such effect, to discharge such person from a bargaining unit position. The Employer shall have fifteen (15) days following the receipt of such written notice to take action on the Union's demand to discharge said employee. If during said period of time the employee tenders or pays the amount lawfully owed, the Union must notify the Employer in writing, and the Employer shall not be required to discharge said employee.

7.4. The Employer and the Union agree that neither they, nor their representatives nor members, shall restrain or coerce any employees in the exercise of their choice of Union membership or Beck Objector status. Any disputes under this Section shall be subject to the Grievance and Arbitration procedure.

ARTICLE 8 DUES DEDUCTION/PROCESSING

8.1. Dues Deduction

8.1.1. The Employer shall deduct from the total gross pay of each bargaining unit employee, who is or thereafter becomes either a member of the Union or chooses Beck Objector Status, all dues as defined by the National Labor Relations Act upon the submission from the Union to the Employer of proper payroll authorization cards voluntarily executed by the employees from whom the dues are to be checked off. Such payroll authorization cards are to be in a form that complies with the National Labor Relations Act.

8.1.2. The Employer shall be relieved from making such a “check-off deductions upon: (1) termination of employment, (2) change of status other than one covered by the Recognition Clause, (3) layoff from work, (4) unpaid leave of absence, and/or (5) revocation of the check-off authorization in accordance with its terms or with applicable law. Upon the return of an employee from an authorized unpaid leave of absence, the employer shall immediately resume the obligation of making such deductions unless notified by the employee of revocation or of resignation from the Union. Deductions from employees rehired by the employer or reinstated in the Union shall require a new written authorization.

8.2. Amount of Dues

The Union shall certify the amount of membership dues or fees for service to be deducted from each employee’s total gross pay, whether in the form of initiation fees, periodic monthly dues, or authorized assessments, in writing by an authorized Union official. The Union shall notify the employer in writing of the amount of dues and initiation fees and any change therein.

8.3. Indemnification of Employer

The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that arise out of, or by reason of, action taken or not taken for the purpose of complying with any of the provisions of this Article. The Union shall similarly indemnify and hold harmless Inspira’s present and future parents, subsidiaries, divisions, affiliates, successors, joint employers, insurers, reinsurers, and all persons and/or entities conducting business for or on behalf of these entities, including but not limited to the owners, officers, directors, attorneys, agents and employees of these entities, both individually and in their official capacities, and their heirs, executors, and administrators.

8.4. Distribution

Membership dues or fees deducted shall be forwarded to the Union by the tenth (10th) day of the succeeding month following the payroll deduction. The Employer shall list the names, hours paid, gross pay and the amount of dues or fees for service deducted from each employee. The Employer will provide the Union with such information in an electronic format used by Inspira and by printed format. The Union agrees to receive payment electronically via the Automated Clearing House (“ACH”). The Union shall fill out and submit the proper ACH authorization form.

ARTICLE 9 INFORMATION

9.1. The Employer agrees to provide the Union with a list of all employees, their addresses, phone number(s), date of hire, classification, status, Department and Unit, location of employment, rate of pay, system identification and date of birth, and the amount of dues deducted every six months. A separate file will be provided to match social security numbers and system identification.

9.2. The Employer will provide a monthly update to this list including new hires, changes in employment status (e.g. active, terminated, LOA, retired), classification (e.g. FT, PT, PD, CRT, Baylor), and location of employment.

9.3. All information will be provided to the Union in an electronic format used by Inspira and by printed format on request.

9.4. The Union agrees to keep this information confidential, and to comply with all federal, state and local laws regarding the safe-keeping and dissemination of this information.

ARTICLE 10 COMMITTEE ON POLITICAL EDUCATION (“COPE”) CHECK OFF

10.1. Inspira agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to the HPAE Committee on Political Education (“COPE”). The Union shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked, along with a Deduction Authorization signed by the employee earning a wage. The Employer shall remit to the Union, on a monthly basis by the 30th day of the month following the month in which the employee contributions are deducted in one check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee’s paycheck.

10.2. Ongoing employees may only make this request on an annual basis, during the month of January. Their decision may not be changed until January of the following year. Newly hired employees may make this request upon completion of their probationary period. Their decision may not be changed until the next January.

10.3. The Union and COPE agree to indemnify the Employer and to hold the employer harmless for all monies which are deducted in accordance with COPE instructions, and which

are disputed by the involved employee. The Union, COPE and the employee further agree that all disputed deductions are to be resolved between the Union, COPE and the employees themselves without the involvement of the Employer.

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 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, RMC), 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.

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. Employee Bargaining Unit Representatives shall not conduct any Union meetings unrelated to the adjustment of grievances or complaints 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:

- RMC – 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;

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:

- RMC 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

11.3.2. The Union shall provide 48 hours' written notice to Inspira's Chief People 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 Sections 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. 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 (Regional Medical Center (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.

ARTICLE 12 UNION BULLETIN BOARD

The Employer has provided a bulletin board by the employee's primary entrance at the Regional Medical Center (Garden level entrance across from the dining area), Bridgeton (Magnolia Street entrance), and Elmer (entrance adjacent to the Volunteer office). Such bulletin boards have a glass or Plexiglas door that are locked for the exclusive use of the Employee Bargaining Unit Representatives that are employed by Inspira. The bulletin boards are each approximately 24 X 32 inches. The Union shall not post notices that are not protectable under the National Labor Relations Act and/or other Federal, State or local laws. Each posted notice shall carry the signature of an authorized Union Representative.

ARTICLE 13 UNION MAILBOX

The Employer has mounted a mailbox with a lock that was provided by the Union. The mailboxes are located at each facility next to the bulletin board (Regional Medical Center, the Bridgeton facility, and Elmer facility) for the use of the Union. The mailbox shall not exceed the dimensions of 16"H x 12"W x 6" D.

ARTICLE 14 CLASSIFICATION OF EMPLOYEES

14.1. Regular full-time (“RFT”)

14.1.1. Hospital employees who are regularly scheduled to work a minimum of 40 hours per week are considered to be RFT employees – except that employees regularly scheduled to work three (3) 12-hour shifts shall also be considered Regular Full Time employees.

14.2. Regular part-time (“RPT”) employees are employees not specifically mentioned in Section 14.1 above that are regularly scheduled to work less than 80 hours per pay period but not less than 40 hours per pay period.

14.3. Per Diem employees are irregularly scheduled employees utilized by Inspira to provide continuity of coverage.

14.3.1. Per Diem employees in the hospitals and In-Patient Hospice per diems must work a minimum of sixty (60) hours with thirty-six (36) hours being scheduled as weekend hours every ninety (90) days. This averages one (1) weekend (two complete shifts) every six (6) weeks, but not necessarily consecutive weekend days, and one (1) other complete shift per month.

14.3.2. Per Diem employees in the hospitals and In Patient Hospice per diems 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.

14.3.3. A “shift” is defined for the purposes of this section as the complete normal shift for the per diem in their assigned unit.

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 requirement under this Article.

14.4. CRT employees are designated employees that accept system-wide assignments within a predefined clinical cluster.

14.4.1. CRTs must have at least two (2) years of clinical experience in the clinical cluster that they are hired into. This clinical experience must be recent and within the last two (2) years.

14.4.2. CRTs must select one or more clinical clusters from the groupings designated by Inspira for which they are competent.

14.4.3. Orientation to the respective areas will be arranged through the CRT Manager and/or the Unit Nurse Manager.

14.4.4. Inspira shall schedule CRTs at its discretion except as otherwise provided for in this Agreement.

14.4.5. CRTs are required to work a minimum of one twelve (12) hour shift or two eight (8) hour shifts every month. There are no requirements for weekends or holidays.

14.4.6. If a CRT employee does not work within a six (6) month period of time, it will result in discharge and forfeiture of CRT status.

14.4.7. CRTs will forfeit their status if they call out more than four times in a calendar year on a day when they have been pre-scheduled to work.

14.4.8. CRTs are required to complete all annual mandatory education as well as certifications and licensure identified for their assigned clinical cluster. CRT staff must attend one (1) Skills Fair event during the calendar year. Failure to do so will result in discharge. Certifications are the responsibility of the CRT.

14.5. Temporary employees are employees hired by Inspira for a prescribed period of time, not to exceed six (6) months.

14.6. Probationary Employees. All employees in their first 100 days of employment, exclusive of approved 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 Inspira without regard to any other provision of this Agreement. Inspira shall have the right to exercise its own judgment during this period as to fitness for retention as an employee. The Grievance and Arbitration provisions set forth in this Agreement shall not apply to Probationary Employees with regard to discipline and/or discharge and/or to any extensions of the probationary period. Inspira has the authority to extend the probationary period past 100 days. Inspira has the authority to extend the probationary period an additional 30 days.

14.7. Traveling, Contract and/or Per Diem Agency registered nurses are nurses retained through an outside entity for a specific term under the Subcontracting Article of this Agreement. Traveling, Contract and/or Per Diem 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 of Traveling, Contract and/or Per Diem Agency registered nurses shall be within the sole authority of Inspira, and shall have no rights to bring grievances or arbitration under that process.

ARTICLE 15 REGULAR WEEKEND REGISTERED NURSES

15.1. Recognizing the desire of some Registered Nurses to work only weekend shifts, and in order to promote staff recruitment and retention, and as an aid to fill vacancies on various units on weekends, Inspira may, at its discretion, implement a “Regular Weekend Registered Nurse” program to hire Registered Nurses to work twelve hour weekend shifts. These Registered Nurses shall be classified as “Regular Weekend Registered Nurses.” Employees hired into the Regular

Weekend Registered Nurse program are required to have a minimum of two (2) years of experience as a Registered Nurse. This requirement may be waived at the discretion of Inspira.

15.2. Regular Weekend Registered Nurses shall work a minimum of two (2) weekend shifts per weekend.

15.3. A “weekend shift” shall be defined as follows:

15.3.1. 12 hour shift (Hospital) - 12 ½ consecutive hours, which shall include a 30 minute unpaid lunch period, on any of the following: Friday 6:45p-7:15a, Saturday 6:45a-7:15p, Saturday 6:45p-7:15a, Sunday 6:45a-7:15p or Sunday 6:45p-7:15a.

15.3.2. 8 hour shift (Behavioral Health) – 8 ½ consecutive hours, which shall include a 30 minute unpaid lunch period, on any of the following shifts: Saturday 8:00a- 4:30p; Saturday 6:45a – 3:15p; Saturday 2:45p- 11:15p; Saturday 10:45p- 7:15a; Sunday 8:00a-4:30p; Sunday 6:45a – 3:15p; Sunday 2:45p- 11:15p; Sunday 10:45p- 7:15a.

15.4. Regular Weekend Registered Nurses (“RW”) shall accrue PTO time at the same rate as Part Time employees. All PTO time shall be requested and approved according to the practices and policies of Inspira for other Registered Nurses. All PTO time shall be used in full shift intervals. However, RWs shall be permitted to use PTO time in less than 12-hour intervals if called off by Inspira. There shall be no “advancing” or “borrowing” of PTO time.

15.5. Compensation:

The hourly rate for Regular Weekend Registered Nurses shall be the same rate as other Registered Nurses with like experience and tenure (See Wage Scale).

15.6. Rest periods: There will be two (2) paid 15-minute rest breaks each 12-hour shift. One (1) break will be taken in each of the first half and second half of the shift.

15.7. Holidays:

Regular Weekend Registered Nurses are required to work holidays if such holidays occur during their scheduled weekend shifts. Regular Weekend Registered Nurses shall be paid for holidays under the same terms and conditions as Regular Full-time Registered Nurses.

15.8. All Regular Weekend Registered Nurses shall be eligible for health benefits and tuition reimbursement equal to Regular Full-Time employees. For all other terms and conditions of employment and benefits, Regular Weekend Registered Nurses shall be considered similarly to Regular Part Time Registered Nurses.

15.9. Baylor Program

15.9.1. Inspira may, at its discretion, implement a “Baylor Program” to hire Registered Nurses to work two twelve hour weekend shifts at 1.5 times their regular rate of pay. These Registered Nurses shall be classified as “Baylor Nurses.” Current employees working under the Baylor Program shall have the option of continuing to work under the

terms and conditions of the Baylor Program as set forth below. This Article shall not be construed as a guarantee of hours of work per day or per week.

15.9.2. Employees in the Baylor program are required to have a minimum of two (2) years of experience as a Registered Nurse. This requirement may be waived at the discretion of Inspira.

15.9.3. Work Requirements: Minimum work requirements in each 52-week period, beginning with the date of hire, are as follows:

15.9.3.1. Each employee will be scheduled 7 out of every 8 weekends. The Employer will make reasonable efforts to schedule each employee seven (7) consecutive weekends on, followed by one (1) weekend off.

15.9.3.2. A weekend shift shall be defined as 12 ½ consecutive hours including a 30 minute unpaid lunch period on any of the following: Friday 6:45p-7:15a, Saturday 6:45a-7:15p, Saturday 6:45p-7:15a, Sunday 6:45a-7:15p or Sunday 6:45p-7:15a.

15.9.3.3. Nothing in this section prohibits a Baylor Nurse from working additional shifts.

15.9.4. Compensation:

15.9.4.1 The hourly rate for weekend hours worked up to twenty-four hours on the weekend schedule shall be at 1.5 times the RN's base rate of pay.

15.9.4.2. All additional hours worked above the twenty-four hour weekend requirement, up to 40 hours total for the week, will be paid at the normal base rate (not 1.5 times the base rate).

15.9.4.3. Hours worked beyond 40 in the week will be paid at time and one half of the employee's normal base rate.

15.9.5. Rest periods:

There will be two (2) paid 15-minute rest breaks each 12-hour shift. One (1) break will be taken in each of the first half and second half of the shift.

15.9.6. Holidays:

Employees will be required to work holidays if they fall during their scheduled, weekend shifts. The holiday worked shall be paid at the weekend rate of pay defined in Article 15.9.4.2 above. Double time is not paid for holidays worked from Friday 6:45 pm to Monday 7:15 am.

15.9.7. Benefits:

Employees shall be considered part time employees for the purposes of all benefits, except that Baylor Nurses are entitled to full-time tuition reimbursement, and are not entitled to PTO or LTS.

ARTICLE 16 PERSONNEL FILES

16.1 Inspira maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, documentation of performance appraisals, and other employment records. These files are the property of Inspira, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Inspira who have a legitimate reason to review information in a file are allowed to do so.

16.2 Employees may arrange to review their own personnel file outside of the time the employee is scheduled to work or during the employee's break provided that the employee can return to work on time. Employees must contact Human Resources to schedule a time to review their own personnel file, as the employee's review will require a member of Human Resources to be present at the time of the review. Generally, Human Resources shall be available for file review between the hours of 8:30 a.m. and 4:00 p.m. Monday through Friday (except legal holidays) or at another specified time by special arrangement with Human Resources. Generally, 24 hours minimum notice is required to review personnel files.

16.3 The employee may review and receive copies of his/her personnel file, which typically includes employee evaluations, disciplinary records, and correspondence from the employee to Inspira or from Inspira to the employee. The employee shall pay to Inspira a fee of \$0.25 per copy.

16.4 Parties other than Inspira or the employee requesting to review or receive information from an employee's personnel file must provide a release signed by the employee, unless such information is requested pursuant to: (1) a court order, (2) a valid subpoena, or (3) as otherwise required by law.

ARTICLE 17 NON-DISCRIMINATION

Neither the Union nor Inspira will discriminate against any employee or applicant for employment, based upon Union membership or status.

ARTICLE 18 RESIGNATION

18.1. Employees who voluntarily resign their employment from Inspira shall give three (3) weeks written notice of resignation to their direct manager with a copy to Human Resources. Inspira may waive all or part of the notice period at its discretion.

18.2. As the purpose of the notification period is to encourage employees to help Inspira with an orderly transition before leaving employment, employees who are in the three-week notification period may not use any paid leave time that has not been previously approved without the written consent of Inspira, who shall have sole authority to permit or reject such leave request.

18.3. Failure to give proper notice and/or to attend an exit interview will result in the employee's ineligibility for rehire and loss of unused PTO.

18.4. Once an employee has resigned, Human Resources may schedule an interview on the employee's scheduled workday within the three-week period. The employee shall return any keys, ID badges and other Inspira property to his or her department manager on or prior to the last day worked.

ARTICLE 19 DUTIES AND RESPONSIBILITIES

RNs will perform duties as contained in their job descriptions and consistent with the duties they have historically performed. RNs may be required to perform duties beyond these functions in an emergency or other circumstances, provided such duties are related to Nursing practice.

ARTICLE 20 TRAINING & ORIENTATION

20.1. Inspira shall provide training and orientation to new employees.

20.2. The orientation period may be extended by Inspira after consultation with the preceptor and employee.

20.3. Inspira shall provide written orientation information and a copy of appropriate evaluation documentation to each new employee at the start of the orientation period. Inspira may also provide additional information and documentation at the start of or during the orientation and training period.

20.4. During the orientation period, the new employee shall be assigned a primary preceptor consistent with Article 24 (Preceptors and Preceptor Pay) of this Agreement. However, nothing in this Article prohibits Inspira from assigning additional and/or substitute preceptors/mentors to new employees consistent with this Agreement

20.5. Inspira shall make reasonable efforts to ensure that the new employee's schedule shall be identical to his or her preceptor/mentor or an additional/substitute for the length of the orientation, except when waived by mutual agreement of the Manager, preceptor and orientee.

20.6. The employee will be not considered in the staffing numbers until all orientation requirements have been completed.

20.7. When an employee transfers to another unit, or is either rehired by Inspira and/or returns from leaves of absence, Inspira shall offer training and orientation based upon Inspira's assessment of the needs of the employee.

ARTICLE 21 HOSPITAL LABOR MANAGEMENT/STAFFING COMMITTEE

21.1. Inspira and the Union agree to continue the Labor/Management Committee and Staffing Committee that will meet to discuss and resolve issues of mutual concern to the Union and Inspira, in accordance with the following guidelines:

21.1.1. All meetings of the Labor/Management/Staffing Committee will be held at mutually agreed to times.

21.1.2. Meetings will take place at each facility (Bridgeton (only by request of either party), Elmer, Vineland) on a rotating basis.

21.1.3. Meetings shall last no longer than four (4) hours (2 hours for each meeting) unless mutually agreed to by the parties.

21.1.4. Employees who are regularly designated as Labor/Management/Staffing designees shall be paid their base hourly rate for time spent at the meetings. Time spent at these meetings shall not be considered as time worked for the purpose of computing PTO or overtime. It is understood that the designees may be different for each meeting.

21.1.5. Meetings shall be held bimonthly (6 times per year) on a regularly scheduled day and time. However, more frequent meetings may occur upon the mutual agreement of the parties.

21.1.6. The Committee is not intended to circumvent the grievance procedure or the collective bargaining process.

21.1.7. The Union is permitted to select up to four (4) employee designees to attend each meeting of the Labor Management/Staffing Committee. Likewise, Inspira is permitted to select up to four (4) management designees. Either party may invite other employee participants based on mutual agreement, if needed.

21.1.8. One week before the scheduled meeting, the Union shall submit an anticipated agenda. If no agenda is submitted the meeting may be cancelled. The Union shall also notify Inspira of the proposed attendees at least one week prior to the meeting. The Employee Designees will be released, if working, to attend such meetings. Invited attendees are responsible for requesting time off pursuant to the policies and practices of Inspira. Inspira shall not unreasonably withhold approval of a valid and timely request.

21.1.8.1 There will be a note-taker assigned before the meeting and minutes will be provided to the chairperson of the union committee within four (4) weeks of the meeting.

21.1.9. Inspira and the Union reserve the right to cancel meetings. Canceled meetings shall be rescheduled, if requested by either party, within a reasonable period and before the next regularly scheduled meeting.

ARTICLE 22 INTENTIONALLY LEFT BLANK

ARTICLE 23 COMMITTEES

23.1 The Employer shall have the right to establish new committees and to continue any current committees in the workplace that involve bargaining unit employees. The employer shall notify the Union of all standing committees or when new committees are established by the Employer that includes bargaining unit staff. This notification shall include the name, purpose, approximate frequency and bargaining unit staff involved. Committee members shall be afforded time to attend such meetings. Participation in all such committees shall be voluntary. Employees will receive their regular rate of pay for attendance at all meetings.

23.2 Inspira shall not use such Committees as a substitute for or circumvention of bargaining obligations it has with the Union.

ARTICLE 24 PRECEPTORS AND PRECEPTOR DIFFERENTIAL

24.1. Hospital: As part of the orientation process, Inspira, at its discretion, shall provide an orienting hospital employee with a Preceptor as set forth in Article 20 for new Hospital RNs. Inspira shall have the authority to select preceptors from inside or, if there are no qualified volunteers, outside of the bargaining unit, and Inspira shall have authority over the selection processes and criteria, including but not limited to the authority to appoint, reject, and/or remove employees from the Preceptor role.

24.2. Precepting will be voluntary and open to all nurses who fulfill Inspira's requirements for a preceptor, as determined by Inspira. Qualified preceptors shall be assigned on a fair and equitable basis.

24.3. All employees in the bargaining unit who perform the duties of a preceptor shall receive a differential of one dollar and fifty cents (\$1.50) to their base hourly rate for all hours worked as a preceptor. The Preceptor Differential shall not be counted when calculating any applicable overtime rate to the extent permitted by law.

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 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. Inspira shall, in its discretion, consider 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 shall notify and discuss any changes to the staffing grids with the Union before any such changes are made.

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
- Voluntary On-Call

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

- Unforeseen emergent circumstances
- Patient emergencies
- Unexpected Changes in patient volume.
- Changes in Patient acuity
- Unexpected call-outs

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

25.2.2. The parties recognize that nurses should participate in decisions affecting delivery of patient care. Therefore, Inspira shall, in its discretion, consider staffing recommendations from the Staffing Committee as well as other committees.

25.2.3 Inspira and the Union shall continue to encourage closed staffing models.

25.2.4. Notice of Staffing matters – the Staffing committee online reporting mechanism for real time notification of staffing matters shall continue as the official mechanism for reporting staffing matters. However, nothing in this Article precludes nurses from bringing staffing issues directly to Inspira management.

25.3 The Employer shall notify the Union as soon as practicable before the implementation of any new department or Unit. The planned staffing and skill mix for such unit will be discussed during the regularly scheduled Labor Management/Staffing Committee meeting.

ARTICLE 26 INTENTIONALLY LEFT BLANK

ARTICLE 27 REASSIGNMENT

27.1. Inspira recognizes the benefits of having employees work in their assigned units on a regular basis and shall use reasonable efforts to minimize reassignment 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, Inspira shall have the right to reassign qualified employees to provide patient care in the reassigned unit. In such cases when IMC deems reassignment necessary, employees shall accept temporary reassignment to other units or campuses 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 CRT

27.3.3. Qualified per-diem; then

27.3.4. Qualified employees who are doing voluntary extra shifts;

27.3.5. Qualified RPT/FT/RW

27.4. Inspira will not reassign a nurse where Inspira 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 or she may raise the issue with the supervisor, and the assignment shall be evaluated by the supervisor and adjusted if necessary.

27.5. Qualified RPT/FT/RW 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 to the Employee the reasons why they were rotated and will make reasonable efforts to avoid a future out of rotation reassignment.

27.6. Reassignment Guidelines. Inspira shall use reasonable efforts when involuntarily reassigning RNs to another patient care unit that is within the same clinical groupings where the RN is qualified for reassignment:

1	ED; ED ↔Pedi ED; Acute Care*, Step Down or Critical Care RNs reassigned to Acute Care, Step Down or Critical Care patients who are holding in the ED;
2	ICU, ⇔ Step Down; Step Down ⇔ Acute Care.
3	Dialysis
4	Acute Care*, Acute Care RNs may be reassigned to Acute Care patients who are located in Peds
5	Bridgeton Adult Health Unit, Child/Adolescent Mental Health Unit, Intermediate Mental Health Unit, ED Crisis
6	Operating Room↔Endoscopy
7	PACU, SDS, PAT
8	Mother Baby↔L&D; Women's and Children's Outpatient ↔ L&D
9	NICU/Special Care Nursery ↔Peds; Additionally, NICU/Special Care Nursery may be reassigned to L&D or Mother-Baby to care for Newborns; Peds to Mother-Baby
10	Cardio Pulmonary/Cardiac Cath, Rehab, Stress Testing, Interventional Radiology and Radiology
11	Elmer LDRP
12	Closed units are not generally available for reassignment.

*Acute Care (med/surg) Units include the following for purposes of the above matrices:

VINELAND -Cardiac Acute, Medical Acute, Surgical Acute and 1 East; Elmer - 2 South and 2 East.

** The parties agree that the current practice for covering call in the Elmer OR, SDS, PACU and Endoscopy departments shall continue until the parties meet and discuss any possible changes to on-call coverage.

*** The parties agree that an ED nurse caring for a patient's medical concerns in the ED Crisis Unit is not considered a reassignment.

Nothing in these guidelines prevents Inspira from reassigning RNs for the purposes of teaming with RNs and other medical staff in other clinical groupings to form multidisciplinary, multi-clinical groups such as the Rapid Assessment Team and CVA Code. Such teams are not considered reassignment. If a Critical Need is determined by Inspira, a nurse may be reassigned outside their clinical grouping provided that the patient care assignment is within their level of competency.

27.7. Employees working 12-hour shifts will be included in the rotation, and may be rotated at the 4 or 8 hour point in their shift.

27.8. Employees may be reassigned only once per shift unless it is to be reassigned back to their home unit.

27.9. Newly licensed RN employees generally will not be reassigned during orientation and for three months after orientation ends. When possible, Preceptors, 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 reassignment.

27.10. Involuntary reassignment from one campus to another shall only occur for a critical need and only as a last resort and after all reasonable efforts have been taken to cover the unit, which would include, but not limited to: (1) requesting volunteers (2) intracampus reassignment first and (3) offer of incentive pay for intercampus volunteers, in the event that a critical need has been declared.

To the extent feasible, involuntary reassignment will be unit specific (example: Elmer ICU nurse will only be involuntarily reassigned to Vineland ICU).

Information regarding involuntary intercampus reassignment will be recorded in a reassignment log to be developed and shared at the Labor-Management meeting upon request.

27.11. Calls to staff to rotate to another campus will be made at least 2 hours before the start of the shift when possible by the Supervisor or Staffing Coordinator, or their designee (not a bargaining unit employee), to the employee's home or other contact number provided by the employee. It is the employee's responsibility to check for messages, or to call the Supervisor or Staffing Office for confirmation, if in doubt.

27.12. Employees who are reassigned between campuses shall receive a differential of \$5.00 per hour. However, RNs working in Vineland and Bridgeton Emergency Department and Vineland and Bridgeton Dialysis Department who move between Bridgeton and Vineland shall receive a differential of \$5.00 per hour only if they are reassigned after the start of their shift.

RNs shall be paid travel time to and from the campuses and reimbursed for miles driven pursuant to IRS regulations. RNs reassigned between facilities but within the same clinical groupings (e.g. reassigned from Elmer Acute to Vineland Acute) shall only receive the \$5.00 differential.

27.13. Employees who are reassigned outside of their clinical groupings above shall receive a differential of \$2.00 per hour. In the event an employee is reassigned outside her clinical grouping, the Employer will provide the reason for the reassignment to the Employee if requested.

27.14. RNs who are called off pursuant to Article 71.9 and who volunteer to work at a different facility shall not receive the \$5.00 per hour differential described in this paragraph.

27.15. Per Diems qualify for the reassignment differentials set forth in this Article.

ARTICLE 28 MIDWIVES

28.1 Midwives shall be eligible for the following benefits:

28.1.1. \$ 3,000.00 per year to maintain Midwifery Certification, which shall follow the reimbursement program set forth below:

- Inspira will reimburse the Midwife for the cost of the initial and any subsequent re-certification examinations, preparatory courses for Midwifery Certifications related to the Midwives current practice and approved by Inspira in its discretion, and, provided the employee takes and successfully passes such examinations in full. Such fees shall be reimbursed upon receipt of the renewal card and proof of payment. An employee obtaining an approved Midwifery Certification will be scheduled off to attend preparatory courses as well as be scheduled off to sit for the actual day of the examination, provided the Midwife provides adequate advance notice (thirty (30) days prior to posting of schedule) so the time can be scheduled without adversely effecting 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.
- To the extent that Inspira provides preparatory courses for Midwife Certification, employees shall not qualify for course reimbursement for such courses taken outside of Inspira.

28.1.2. 40 hours of paid education time at the employee's calculated hourly rate to attend educational conferences approved at the discretion of Inspira;

28.1.3 Cost of New Jersey midwifery license; and

28.1.4. Cost of malpractice insurance premiums for care related to Women's Center patients, or when acting as first assistants on private practice patient.

ARTICLE 29 NATIONAL CERTIFICATION APPROVAL AND PREPAYMENT PROCESS

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

PACU – CPAN, CCRN

ENDO – CGRN

Mental Health – ANCC Mental Health Certification

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

PEDS - CPN

SCN/ICN/NICU– NCC or NIC

CATH LAB – CCRN or other Cardiovascular Certifications

MICU – CCRN or CEN

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 1000 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 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 course (e.g. Pearls Review), 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.

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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, 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 1000 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 30 days after being released to work 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 29.2.2.

29.3.4 Employees will be paid to attend these required courses, however such hours shall not be counted toward the computation of overtime. 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.

ARTICLE 30 PROFESSIONAL LICENSE REQUIREMENTS

Employees will see that their license is kept up to date and renewed as required by law. Failure to maintain a valid licensure under State/Federal law will result in the employee being suspended from work without pay and without PTO until such time as he/she obtains the licensure. Any employee who fails to obtain licensure 30 days after expiration shall be terminated.

ARTICLE 31 TUITION ASSISTANCE

31.1 The Employer and HPAE support employees in their efforts to continue their education that benefits the employee, the Health System and our patients. The Employer provides financial assistance to the employees for these educational endeavors.

31.2 During each calendar year, regular full-time and regular part-time employees who have completed their probationary periods shall be eligible for reimbursement of their tuition upon presenting proof of the successful completion of courses taken related to the attainment of nursing graduate or undergraduate degrees, as approved by the Employer. Approvals shall not be unreasonably denied.

31.3 Successful completion of the course shall be defined as achieving a passing grade if a “C” or pass in a pass/fail course or better for undergraduate courses, and a “B” or better for graduate courses. Tuition benefits shall not be paid if the employee is not employed in a regular full-time or part-time position at the time of completion of the course(s). The Employer shall be repaid by the employee in the event the employee does not remain employed in a full-time and/or part-time status by the employer for twelve (12) months following completion of the course(s).

Annual limit

Full-time Employee taking undergraduate and or graduate courses \$5,000.00

Part-time Employee taking undergraduate and or graduate courses \$2,500.00

31.4 Employees who have completed their probationary periods may request prepayment of Tuition Assistance upon submission of the Tuition Assistance Application with the understanding that such payments will not be made more than thirty (30) days before payment to the educational institution is due.

31.5 Should the Employee not provide evidence of successful completion, or is no longer employed in a full-time or part-time position at the completion of the course, or is not employed in a full-time or part-time position for a minimum of twelve (12) month period following the completion of the course, the Employee shall be required to repay any Tuition Assistance payments, except in cases where the employee is no long employed in a full-time and/or part-time status due to a layoff or bumping. Any unpaid leaves of absence shall not count toward the minimum twelve (12) month employment requirement.

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 Inspira. “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. Bargaining unit seniority shall be defined as the length of continuous service with the employer from the date of last hiring in a bargaining unit position governed by this Agreement and shall be computed in continuous years, months and days from the date of last hire in the bargaining unit position. 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 32.4 below.

32.1.3. For employees hired into a bargaining unit position, 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.

32.1.4. Bargaining unit seniority lists for Elmer, RMC, and Bridgeton facilities shall be combined.

32.1.5. Employees who obtain employment from a bargaining unit position in Local 5131 to a bargaining unit position in Local 5621 or vice-versa shall maintain his or her bargaining unit seniority and system seniority at 100%, contingent on ratification by Local 5621. However, the employee’s Local 5131 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 5621.

32.2. Application

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

32.2.2. For purposes of placement on the PTO scale in a PTO accruing position, system seniority shall be used, except that the prior years worked in a non-PTO accruing position will only be counted for those years in which the employee worked 1,000 hours or more, and the prior years considered shall be limited to a six-year look back from the date of transfer to a PTO accruing position.

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 other related issues within units.

32.2.4. There shall not be any change in an employee's current adjusted date of hire as a result of this Agreement.

32.2.5. This Article 32.2 supersedes the Arbitration Settlement Agreement of March 27, 2011 regarding paragraphs 1, 2, and 4.

32.3. Accrual

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

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. 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 effected 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;
- 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, including all positions held by contracted agency, on all shifts for which the employees are qualified. 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 IMC. If an employee is offered a comparable position and the employee refuses the offer, the employee shall be deemed to have resigned from employment. Comparable position is defined as similar job classification (full, part time) and same shift (day, evening, night), regardless of any unit, department or geographical location.

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) 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.

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 31, 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

33.8.5.1. 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.

ARTICLE 23ARTICLE 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 with Inspira 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 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.

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

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 6 (six) months. Inspira may waive this requirement at its discretion. 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 6 (six) 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. If there are no bargaining unit employees qualified for the position, then the employer may hire a non-bargaining unit applicant.

35.4.5. Once the hiring selection is made, those not selected will be notified by Human Resources of the decision.

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 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.

ARTICLE 36 DISCIPLINE & DISCHARGE

36.1. Inspira reserves the right to discipline, including but not limited to verbal warnings, written warnings, suspensions, mandated performance improvement plans, and/or discharge, an employee who has completed his or her Probationary period for just cause.

36.2. Inspira reserves the right to discipline, suspend or discharge Probationary Employees without the employee's or the Union's recourse to the Grievance and/or Arbitration process.

36.3. The employee involved shall be advised in writing of any written warning, suspension, discharge or mandated performance improvement plans issued. A copy of the notice for suspension or discharge shall be delivered to the Union within forty-eight (48) hours. Any record of a verbal or written discipline, including anecdotal counseling received by an employee shall not be used for the purpose of graduated discipline if no like occurrence has taken place within eighteen (18) months of the prior infraction.

36.4. Discharge or suspensions may be brought directly to Step 3 of the grievance procedure.

36.5. Employees shall be entitled to Weingarten Rights to the extent permitted under the law.

36.6. To the extent practicable, disciplinary or investigational meetings shall be scheduled at mutually convenient times for the Employer, Union representative and employee.

36.7. The Employer will issue its disciplinary decision within a reasonable time following the completion of its investigation, but no later than fourteen (14) calendar days after the completion of its investigation.

ARTICLE 37 CHANGE OF SHIFT

37.1. Before Inspira establishes a regular change to an employee's normal start and/or end time of more than two (2) hours, Inspira shall give the Union forty-five-days written notice of the change before implementing such a change. This forty-five-day notice requirement shall not apply to situations where RNs are required to stay past their regularly scheduled shift. The notice provisions of this Article do not apply to a voluntary change in shift hours.

37.2. During this forty-five day period, the Union may request to meet and confer with Inspira regarding such changes and explore alternatives to satisfy the needs of the employer and employees.

37.3. Before Inspira establishes a regular change to an employee's normal start and/or end time of between one and two hours, Inspira shall give the Union and the affected employee(s) at least thirty-days written notice of the change before implementing such change. This thirty-day notice requirement shall not apply to situations where RNs are required to stay past their regularly scheduled shift. The notice provisions of this Article do not apply to a voluntary change in shift hours.

ARTICLE 38 INTENTIONALLY BLANK

ARTICLE 39 GRIEVANCE & ARBITRATION

39.1. The filing of a grievance shall not foreclose ongoing or informal discussions or resolutions at the department level, and nothing contained in this Article is intended to prohibit an employee from engaging a supervisor on his/her own informal conversation to clarify or resolve any questions or issues he/she may have. The Union will cooperate with Inspira by handling grievances/ arbitrations in such a manner that there will be no interference with normal patient care and other operation of Hospital business.

39.1.1. A Grievance shall be defined as a dispute or complaint arising between the parties regarding the application, interpretation or claimed violation of any term of this Agreement - except where expressly stated in this Agreement as not being a subject of a grievance. Grievances shall be resolved in the following manner:

39.1.1.1. Step 1. Resolution Through Nurse Manager (Hospital), collectively referred to herein as "Manager":

Within ten (10) calendar days after the occurrence of the events or circumstances grieved or when the grievant should have reasonably known of the events or circumstances, the grievance shall be presented in writing to the employee's Manager or designee. The grievance shall be on an official grievance form provided by the Union, and shall be signed by the employee. If it is not possible for the grievant to sign the grievance by the time the grievance must be filed, he or she must sign it as soon as practicable. The Manager or designee shall respond to the employee in writing no more than ten (10) calendar days after receipt of the grievance. In the case of class action grievances, at least one employee grievant affected by the grievance must sign the grievance.

39.1.1.2. Step 2. Resolution Through Vice President of Patient Care Services (Hospital):

Should the grievance not be satisfactorily resolved in Step 1, or if there is no response within ten (10) calendar days, the grievance may be appealed by submitting the written grievance, within 10 calendar days from the receipt of the written response or when the response was due, to the Vice President of Patient Care Services or designee. A

meeting with the Vice President of Patient Care Services or designees will be scheduled and held within ten (10) calendar days following receipt of a written grievance. A written response will be provided to the Union within ten (10) calendar days from the date of that meeting.

39.1.1.3. Step 3. Resolution through Human Resources.

Should the grievance not be satisfactorily resolved in Step 2, or if there is no response within ten (10) calendar days, the grievance may be appealed by submitting the written grievance, within 10 calendar days from the receipt of the written response or when the response was due, to the Director of Labor Relations or their designee. The Director of Labor Relations or their designee shall meet with the grievant and his/her Union representative within ten (10) calendar days of the submission of the grievance at Step 3 in order to attempt to resolve the grievance. The Director of Labor Relations or their designee shall answer the grievance in writing no more than ten (10) calendar days after the meeting.

39.1.1.4. Step 4. Arbitration.

39.1.1.4.1. Should the grievance not be satisfactorily resolved at Step 3, or if there is no response within ten (10) calendar days, the grievance may be submitted to arbitration within (30) days from the receipt of the written response to the Step 3 meeting pursuant to the Labor Arbitration Rules of the American Arbitration Association (“AAA”), and the parties shall follow the rules of appointment under these Rules. No individual employee may institute arbitration.

39.1.1.4.2. Failure on the part of Inspira to answer a grievance at any step shall not be deemed acquiescence thereto, and the grievant shall have the right to submit the grievance directly to the next step of the procedure.

39.1.1.4.3. Any settlement or agreement reached in resolution of a grievance after its written submission shall be reduced to writing and signed by both parties.

39.1.1.4.4. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of Inspira and the Union.

39.1.1.4.5. Each party shall be responsible for the expenses of its witnesses and others selected to attend grievance or arbitration sessions. Fees and expenses payable to an arbitrator shall be divided equally between the parties to this Agreement.

39.1.1.4.6. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not herein been

agreed upon as subjects for arbitration; nor may the arbitrator, as a part of any such decision, effect reformation of the contract, or of any of the provisions thereof. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The authority of the arbitrator shall be strictly limited to the application, interpretation or resolution of any claimed violation of any term of this Agreement, and arbitration shall be limited to issues specifically set forth in the written grievance. Neither shall the arbitrator render any enforceable decision which shall be contrary to law or contrary to rules, regulations and orders of the governmental bodies or agencies having jurisdiction over Inspira.

39.1.1.4.7. The Arbitrator's decision shall be final and binding on both parties, except that in any proceeding seeking to require or stay arbitration, or to stay, enforce, modify, or set aside a decision or award of the arbitrator, none of the provisions of this Agreement shall deprive a court of its power to determine questions of arbitrability, or the jurisdiction of an arbitrator or the validity of any decision or award of the arbitrator.

39.1.1.4.8. The Union and Inspira may agree to submit a grievance directly to Step 4 of the grievance procedure provided that the parties mutually agree in writing.

39.1.1.4.9. Class action grievances, termination or suspensions maybe presented immediately to Step 3 of the Grievance Procedure.

39.1.1.4.10. Nothing in this Article shall be interpreted as precluding Inspira from filing a grievance/arbitration. In this instance, the grievance will be filed by Inspira at Step Four directly. It must be filed within thirty (30) days of the occurrence or when Inspira first reasonably knew of the occurrence.

39.1.1.4.11. Expedited Arbitration Procedures. The parties recognize and agree that it may be mutually beneficial to expedite the arbitration of certain grievances. Upon mutual written agreement, the parties shall request expedited arbitration under the rules of the American Arbitration Association.

39.1.1.4.12. It is understood between the parties that this Grievance/Arbitration procedure is the exclusive process for resolving disputes and that bargaining unit employees will not have access to Inspira's internal Grievance Procedure, (including a hearing before the employee's peers). It is understood and agreed that all of the rights and privileges created by or implied from this Agreement shall be enforceable only by the Union and Inspira, and only in the manner established by this Agreement or by law.

39.1.1.4.13. Grievance meetings shall be scheduled at mutually convenient times.

39.1.1.4.14. The Union shall provide Inspira with a list of bargaining unit employees who will attend an arbitration hearing at least one (1) month prior to the date of the arbitration hearing. Failure to list an employee will preclude that

employee from attending the hearing. Employees who absent themselves from work to attend the hearing without proper notice to Inspira will be considered to be “no call/ no show” for the day and subject to denial of paid time off and subject to the imposition of disciplinary actions. This notice requirement does not apply to potential rebuttal witnesses that may be needed in an arbitration or for employees who otherwise may be subpoenaed.

39.1.1.4.15. The arbitration procedure shall extend only to those issues which are arbitrable under this Agreement. Wages, benefits and renewal or extensions of this Agreement and making of a new Agreement between the parties upon the expiration or termination of this Agreement shall not be subjects of the grievance or arbitration, but shall be left to collective bargaining between the parties to this Agreement in accordance with applicable law. This does not apply to any grievances or arbitrations filed before the contract expiration.

39.1.1.4.16. The same question or issue shall not be the subject of arbitration more than once, except upon a showing of new evidence or change in conditions or circumstances.

ARTICLE 40 PTO & LTS

40.1. All current practices of Inspira regarding PTO accrual, access, and/or payout will continue for all bargaining unit employees, except as otherwise modified by this Agreement.

40.2. Long Term Sick.

Long Term Sick shall be governed by Side Letter 8. Nothing in this Agreement or in Side Letter 8 shall affect the frozen LTS balances.

40.3. There shall not be any decrease in PTO accruals for the term of this Agreement.

ARTICLE 41 NORMAL WORK WEEK

41.1. Normal Work Week

The parties recognize that the Employer’s operation requires coverage on a twenty-four (24) hour a day, seven (7) day per week basis. However, for the purpose of determining application of an employee’s base compensation rate and employee status, the normal workday and normal workweek shall include but not be limited to: eight (8) consecutive worked hours per shift and forty (40) worked hours per week, respectively; ten (10) consecutive worked hours per shift and forty (40) worked hours per week; or twelve (12) consecutive worked hours per shift and thirty-six (36) worked hours per week; or nine (9) consecutive worked hours per shift and thirty-six (36) worked hours per week. All of the above are exclusive of one thirty (30) minute unpaid meal period.

41.2. The work week begins at 10:45 p.m. on Saturday and ends at 11:15 p.m. on the following Saturday.

41.3. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

ARTICLE 42 SCHEDULING, HOSPITAL

Scheduling For Hospital Employees and Personal Time Off (“PTO”)

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 fair staffing practices.

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

No online scheduling practice will be implemented without 30 days prior notification to the Union, and the parties shall bargain over the effects upon request pursuant to Article 66.6.

42.3. Self-Scheduling. Inspira promotes the practice of Self-Scheduling. 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 self-scheduling where the practice fails to meet patient and hospital needs. 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 staff in order to meet patient care needs. The Nurse Manager or other supervisor will supervise the development of the mock-up schedule so that weekend, holiday and vacation schedules will be equitably distributed to the extent practicable.

42.4. Schedules shall be posted two (2) weeks before the start of the next schedule. Such schedule 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 alterations 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 supervisor shall make the final decision with regard to scheduling and notify the effected employees.

42.5. Scheduling of Short-Term Paid Time Off

In order to provide time off for employees while ensuring consistent staffing, the parties hereby agree that Full-time and Part time employees are entitled to Paid Time off (“PTO”)

42.5.1. 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.

42.5.2. Short Term PTO Requests. All requests for Short Term PTO shall be submitted on a PTO request form to the Nurse Manager not later than 4 weeks prior to the start of the schedule containing the dates requested. A separate form must be submitted for each consecutive period of time requested. The employee shall then write his or her request on the unit calendar, where provided, in pencil 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 and to the Staffing Office no later than three weeks prior to the start of the schedule. If the PTO request is approved, the requesting employee shall denote such approval of the PTO request on the unit calendar in ink.

42.5.3. Reasonable efforts shall be made to grant short term PTO requests, and such requests shall be granted on a first come, first served 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, standards of care, and fair 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.

42.6. Scheduling of Extended Paid Time Off

42.6.1. 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. Extended PTO is also defined as a request to take PTO in excess of one (1) twelve (12) hour shift or two (2) eight (8) hour shifts for a part-time employee.

42.6.2. Extended PTO Requests. Each year beginning January 2nd through February 28th, Inspira shall accept requests for Extended PTO. All requests for Extended PTO shall be submitted by the employee on a PTO request form. Space for a 1st, 2nd and 3rd choice shall be provided. 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. No more than one (1) episode of a two consecutive week PTO will be granted to each employee during the time of May 1st to September 15th. 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. Requests 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 served basis. Such approval lies within the sole discretion of Inspira based upon patient needs, standards of care, and fair staffing practices.

42.6.3. If the Extended PTO request is approved, the requesting employee shall denote such approval of the Extended PTO request on the unit calendar, where provided, in ink. 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 on a first come, first serve basis.

42.6.4. 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.

42.7. 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.

42.8 Nurses seeking time off are encouraged to find their own coverage and a nurse who finds her own coverage shall not be unreasonably denied the time. 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 and approved by the manager and must be signed by both the covering nurse and original assigned nurse. The covering nurse signing the change of schedule form shall be accountable for covering the shift for the originally scheduled nurse. Absent a signed agreement, the original assigned nurse is accountable for coverage of the shift.

ARTICLE 43 INTENTIONALLY LEFT BLANK

ARTICLE 44 WORK & MEAL BREAKS

44.1. Inspira shall provide employees who are scheduled to work ten (10) and twelve (12) hours per shift with two (2) fifteen (15) minute paid “work break” periods and one (1) thirty (30) minute unpaid “meal break” period scheduled by the employee’s manager. Employees who are scheduled to work eight (8) hours per shift shall be provided with one (1) fifteen (15) minute paid work break and one (1) thirty (30) minute unpaid meal break. Breaks may not be used to report late or leave the work shift earlier, and may not be combined to extend the work or meal break time.

44.2. Employees shall make a reasonable effort to notify their manager or supervisor before working through a meal break.

44.3. Work breaks are non-accruing and, therefore, if unused, cannot be accumulated for pay or overtime purposes.

44.4. Inspira may modify break periods based upon patient care needs and staffing requirements.

44.5. The number of employees taking breaks at the same time shall be subject to patient care needs and staffing requirements.

44.6. Employees may leave their building during unpaid meal breaks but must swipe out and swipe back in. Employees at Bridgeton, Elmer and the RMC may not leave their campus during paid break times.

ARTICLE 45 TIME RECORDATION

45.1. Hospital employees may not swipe in for work earlier than six (6) minutes before the beginning of their shift or swipe out more than six (6) minutes after the end of their shift unless the employee first notifies Inspira, unless such additional time is warranted by emergent circumstances. Employees may use any available clock to swipe in or out. Employees are expected to swipe in and out of work and to actually begin work at the start of their shift and to remain working on the work floor up to the end of their work shift.

ARTICLE 46 OVERTIME

46.1. Overtime Work

46.1.1. Inspira may require employees to work overtime, consistent with applicable law.

46.1.2. Employees who work in excess of forty (40) hours in any workweek shall receive time and one-half (1.5) of their regular compensation rate for all hours worked for the overtime shift worked in excess of forty (40) hours in any workweek. By way of example, an employee with a base hourly rate of \$30.00 per hour and a differential of \$2.00 per hour shall earn \$48.00 per hour for all hour time worked over 40 hours in a specific workweek.

46.2. Voluntary Overtime or Extra Shifts

When overtime or extra shift (not greater than 40 hours) is deemed necessary by the Employer, the Employer shall ask for volunteers. Employees may not work voluntary overtime unless such overtime is requested by the employee and approved by Inspira prior to the working of any such voluntary overtime. When two (2) or more employees volunteer for the overtime or extra shift assignment the Employer shall grant the extra shift and/or overtime in the following order: (1) the employee who will incur the least amount of overtime hours for that shift; (2) full-time, part-time, or regular weekend employee with the greatest amount of bargaining unit seniority; (3) per diem/CRT employee with the greatest amount of bargaining unit seniority. Preference to a particular shift shall be given to the employee who signs up for the full shift over an employee who signs up for a partial shift. Assignments made by Inspira shall be finalized in a reasonable amount of time, depending on the circumstances for the additional shift/overtime and not subject

to bumping. Nothing in this Article precludes the Employer and Union from further developing the process in Labor Management meetings and mutually agreeing to modifications of this process.

46.3. No Pyramiding of Overtime and other Pay

Under no circumstances shall overtime pay be computed on a pay rate other than the employee's regular compensation rate. Where both premium and overtime pay apply to the same hours, Inspira is only required to pay the one rate that is highest, except as otherwise provided for in this Agreement.

46.4. Non-Mandated Time Not Time For Calculating Overtime

Hours used by employees for all paid and unpaid leaves, educational and other programs not mandated by the Employer, hours related to maintaining certification and licensure, holidays, and all time used by employees not specifically directed by Inspira, bona fide volunteer hours, and other hours specifically excluded in this Agreement shall not count as hours worked for the purpose of overtime pay except as otherwise provided for in this Agreement.

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. 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. Except in cases of serious injury or illness, unscheduled weekend absences shall be made up by the employee at a time of mutual agreement but no later than 6 months.

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

ARTICLE 48 HOLIDAY SCHEDULING

48.1. Holidays defined.

The parties recognize that the Employer's operation requires coverage on a twenty-four (24) hour a day, seven (7) day per week basis, and therefore, it may not be possible for employees to be off on the same day. Holidays are defined for the purposes of holiday pay as follows:

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

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

48.2. For the purposes of holiday pay, Inspira recognized holidays:

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day and
- Christmas Day

48.3. Holiday Pay

All regular full-time and regular part-time Hospital employees, except Midwives, who work on any of the holidays listed in this Agreement shall be paid at the rate of one and a half (1.5) times the employee's base rate 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, if scheduled to work, the employee may not use PTO time for payment relating to the unscheduled absence(s).

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.

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.

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.

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ARTICLE 51– ON-CALL, HOSPITAL

51.1. Scheduled On-Call 51.1.1. Procedure

51.1.1.1. Inspira shall have the right to schedule employees to be on-call and such employees will be considered to be on Scheduled On-Call status. In the event that Inspira elects to initiate the use of Scheduled On-Call in units that currently do not have Scheduled On-Call, or modify the Scheduled On-Call practice in units that have Scheduled On-Call to the extent that it materially affects bargaining unit employees, then Inspira shall provide the union with forty-five (45) days written notice prior to the scheduled implementation date in order to give the Union an opportunity to meet and confer with Inspira regarding the change to explore alternatives to satisfy the needs of Inspira, including but not limited to a voluntary on-call program. Nothing in this paragraph precludes Inspira from instituting a voluntary on-call program.

Any employee who is notified that they may be called to return to work outside their regular work hours will be considered on Scheduled On-Call status. Employees in this status must be able to be contacted and return to work according to the approved departmental time frame established according to urgency of desired arrival.

51.1.1.2. Employees who are Scheduled On-Call and cannot be reached by telephone, refuse to come to work, refuse to be on-call or do not reach the hospital within the established time frame are subject to disciplinary action, up to and including termination. If unforeseen circumstances arise that are beyond the employee's control that prevent the employee from maintaining scheduled on-call status, then the employee must immediately contact their supervisor and inform Inspira that they cannot maintain their scheduled on-call status.

51.1.1.3. Employees who are on Scheduled On-Call status and who continue working more than one hour past their regular shift shall qualify for the four-hour guaranteed minimum pay under Article 51.2.2, even though they have not left the workplace and returned after Inspira approves such designation.

51.1.1.4. Employees may not remain in the hospital during scheduled on-call hours without authorization of Inspira.

51.1.2. On-Call Pay

Employees will be paid a rate of \$4.00 per hour for the time that they are on-call but not required to be physically at work (“beeper pay”). If an employee is called into work under this subsection, that employee shall be guaranteed a minimum of four hours pay. 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 hours when called into work, that employee shall receive On-call Pay for actual hours worked and four hours minus actual hours worked at their regular rate of pay. For example, an employee who is called in for two hours of actual work shall be paid at 1.5 times their regular rate of pay for those two hours and paid at their regular rate of pay for the remaining two 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).

51.2. Unscheduled Emergency Call-In

51.2.1. Procedure

51.2.1.1. Unscheduled Emergency Call-In is any employee who is called to return to work on an emergency basis outside their regularly scheduled work hours and who is not on Scheduled On-Call status, excluding employees who are called in to replace regularly scheduled employees. Unscheduled emergency call-in is voluntary.

51.2.1.2. An appropriate member of the administrative staff must approve all unscheduled Emergency Call-In time in advance. If the administrative staff member is not available, Emergency Call-In must be approved by the Nursing Shift Supervisor acting in the capacity of such an administrative staff member.

51.2.1.3. In a declared disaster, the Unscheduled Emergency Call-In provisions of the policy apply, provided the employee reaches the Hospital within one-half hour of notification.

51.2.2. On-Call Pay

If an employee is called into work under this subsection, that employee shall be guaranteed a minimum of four hours pay. 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 hours when called into work, that employee shall receive On call Pay for actual hours worked and four hours minus actual hours worked at their regular rate of pay. For example, an employee who is called in for two hours of actual work shall be paid at 1.5 times their regular rate of pay for those two hours and paid at their regular rate of pay for the remaining two 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).

51.3. On-call Requirements:

The Employer will use reasonable efforts to minimize the amount of on-call that is required to maintain operations. When a vacancy in the on-call rotation occurs, those shifts will be left open on the schedule and a needs list will be posted. The Employer will first attempt to fill these shifts through various means, including but not limited to asking for volunteers and using incentives prior to mandating additional on-call shifts. If necessary, the call rotation/schedule will be adjusted to meet the needs of the unit only after other options, including self-scheduling, fail to provide adequate coverage.

51.4. Time Recordation

On-call and Standby employees are required to clock in when they return to work and clock out when they complete their work.

51.5. Employees who work on call the night before a scheduled shift shall be entitled to use PTO or take time unpaid for that next immediate shift, if requested and approved by Management, whose approval will not be unreasonably denied.

If an employee is called in to work for any time between 11 pm and 7 am and his/her next shift of work starts within four (4) hours after the call-in ends, she/he will be given the following options:

- a.) employee may come in to work late by the amount of time they worked during the 11 pm to 7 am period; or
- b.) employee may leave early by the amount of time they worked during the 11 pm to 7 am period.
- c.) other arrangements as mutually agreed upon between the employee and his or her manager.

The employee has the option to use PTO or take the time unpaid.

51.6 Employees shall not be required to find their own coverage for on-call time during approved PTO and sick call out. Employees may not self-schedule themselves for on-call coverage during requested or approved PTO.

ARTICLE 52 INTENTIONALLY LEFT BLANK

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 and shall include holiday pay for regular full and part time employees that qualify for holiday pay set forth in Article 48, on-call and overtime compensation.

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

53.7.2. All wage adjustments shall also apply to probationary employees.

53.7.3. Employees shall have their Wage Scale experience established as follows:

RN Experience counts toward credited RN service	RN Experience does not count toward credited RN service
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/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	

53.8. Base Rate Wage Scales.

53.8.1. Wage Scale - Full Time, Regular Part Time, Regular Weekend RNs

Hospital RN Three Year Wage Table			
Step¹	2016 – 2.25%	2017 – 2.25%	2018 – 2.25%
0-1	\$ 31.99	\$ 32.71	\$ 33.45
1	\$ 32.36	\$ 33.09	\$ 33.83
2	\$ 32.68	\$ 33.41	\$ 34.17
3	\$ 33.06	\$ 33.80	\$ 34.56
4	\$ 33.38	\$ 34.14	\$ 34.90
5	\$ 34.10	\$ 34.87	\$ 35.65
6	\$ 34.77	\$ 35.55	\$ 36.35
7	\$ 35.45	\$ 36.25	\$ 37.06
8	\$ 36.11	\$ 36.93	\$ 37.76
9	\$ 36.79	\$ 37.62	\$ 38.46
10	\$ 37.44	\$ 38.29	\$ 39.15
11	\$ 37.88	\$ 38.74	\$ 39.61
12	\$ 38.30	\$ 39.16	\$ 40.05
13	\$ 38.74	\$ 39.61	\$ 40.51
14	\$ 39.17	\$ 40.05	\$ 40.95
15	\$ 39.59	\$ 40.48	\$ 41.39
16	\$ 39.91	\$ 40.81	\$ 41.72
17	\$ 40.21	\$ 41.12	\$ 42.04
18	\$ 40.53	\$ 41.44	\$ 42.38
19	\$ 40.82	\$ 41.74	\$ 42.68
20	\$ 41.14	\$ 42.06	\$ 43.01
21	\$ 41.38	\$ 42.31	\$ 43.26
22	\$ 41.62	\$ 42.55	\$ 43.51
23	\$ 41.87	\$ 42.81	\$ 43.78
24	\$ 42.11	\$ 43.05	\$ 44.02
25	\$ 42.36	\$ 43.32	\$ 44.29
26	\$ 42.59	\$ 43.55	\$ 44.53
27	\$ 42.84	\$ 43.81	\$ 44.79
28	\$ 43.09	\$ 44.06	\$ 45.05
29	\$ 43.33	\$ 44.31	\$ 45.31
30	\$ 43.59	\$ 44.57	\$ 45.57

¹ RN Step indicates years of experience as an RN as defined by 53.7 of this Article.

Nurse Practitioner ² Three Year Wage Table				Nurse Mid-Wife ³ Three Year Wage Table		
Step	2016 –2.25%	2017 –2.25%	2018 –2.25%	2016 –2.25%	2017 –2.25%	2018 –2.25%
0-1	\$ 38.83	\$ 39.71	\$ 40.60	\$ 60.30	\$ 61.65	\$ 63.04
1	\$ 39.81	\$ 40.70	\$ 41.62	\$ 60.84	\$ 62.21	\$ 63.61
2	\$ 40.80	\$ 41.72	\$ 42.65	\$ 61.40	\$ 62.78	\$ 64.20
3	\$ 41.81	\$ 42.75	\$ 43.71	\$ 61.94	\$ 63.34	\$ 64.76
4	\$ 42.87	\$ 43.84	\$ 44.82	\$ 62.53	\$ 63.93	\$ 65.37
5	\$ 44.14	\$ 45.13	\$ 46.15	\$ 63.07	\$ 64.49	\$ 65.94
6	\$ 45.47	\$ 46.49	\$ 47.54	\$ 63.58	\$ 65.01	\$ 66.47
7	\$ 46.83	\$ 47.88	\$ 48.96	\$ 64.07	\$ 65.51	\$ 66.99
8	\$ 48.24	\$ 49.33	\$ 50.44	\$ 64.60	\$ 66.06	\$ 67.54
9	\$ 49.69	\$ 50.81	\$ 51.95	\$ 65.10	\$ 66.57	\$ 68.07
10	\$ 51.19	\$ 52.34	\$ 53.52	\$ 65.63	\$ 67.11	\$ 68.62
11	\$ 51.95	\$ 53.12	\$ 54.32	\$ 66.16	\$ 67.64	\$ 69.17
12	\$ 52.73	\$ 53.92	\$ 55.13	\$ 66.70	\$ 68.20	\$ 69.73
13	\$ 53.52	\$ 54.72	\$ 55.95	\$ 67.21	\$ 68.72	\$ 70.27
14	\$ 54.32	\$ 55.54	\$ 56.79	\$ 67.76	\$ 69.29	\$ 70.84
15	\$ 55.14	\$ 56.38	\$ 57.65	\$ 68.29	\$ 69.83	\$ 71.40
16	\$ 55.69	\$ 56.94	\$ 58.22	\$ 68.84	\$ 70.39	\$ 71.98
17	\$ 56.24	\$ 57.50	\$ 58.80	\$ 69.41	\$ 70.97	\$ 72.57
18	\$ 56.80	\$ 58.08	\$ 59.38	\$ 69.97	\$ 71.54	\$ 73.15
19	\$ 57.38	\$ 58.67	\$ 59.99	\$ 70.52	\$ 72.11	\$ 73.73
20	\$ 57.96	\$ 59.26	\$ 60.59	\$ 71.08	\$ 72.68	\$ 74.32

² Only Nurse Practitioner experience shall count towards Step designation for Nurse Practitioners. However, if a Nurse Practitioner's rate on the wage scale is less than the RN rate the Nurse Practitioner would have received if she worked as an RN based upon her years as experience as an RN, then the Nurse Practitioner's wage rate shall be set at the Nurse Practitioner's rate most equivalent, but not lesser, to the rate she would have received on the RN scale given her RN experience.

³ Regular full-time Nurse Midwives are salaried employees and receive an annual salary of their base rate times 2080, regardless of the number of hours actually worked. Only Nurse Midwife experience shall count towards Step designation for Nurse Midwife. A Nurse Midwife's experience must be within their full scope of practice and included at a minimum, intrapartum and postpartum experience.

53.8.2. Wage Scale – Per Diem and CRTs - Hospital

RN Unit Based Per Diem – June 1, 2016– May 31, 2018

Unit Based Per Diem Three Year Table						
	2016 - 2.25%		2017 -2.25%		2018 - 2.25%	
	Day	Night	Day	Night	Day	Night
Weekday	\$ 44.87	\$ 51.29	\$ 45.88	\$ 52.44	\$ 46.91	\$ 53.62
Weekend	\$ 51.29	\$ 57.68	\$ 52.44	\$ 58.98	\$ 53.62	\$ 60.30
Holiday	\$ 57.68	\$ 64.11	\$ 58.98	\$ 65.55	\$ 60.30	\$ 67.03

RN Central Resource Team – Hospital - June 1, 2016 – May 31, 2018

CRT Three Year Table						
	2016 -2.25%		2017 - 2.25%		2018 - 2.25%	
	Day	Night	Day	Night	Day	Night
Weekday	\$ 38.46	\$ 48.73	\$ 39.32	\$ 49.83	\$ 40.21	\$ 50.95
Weekend	\$ 44.87	\$ 55.13	\$ 45.88	\$ 56.37	\$ 46.91	\$ 57.64
Holiday	\$ 51.29	\$ 61.55	\$ 52.44	\$ 62.94	\$ 53.62	\$ 64.36

Per Diem and CRT employees shall qualify for the following differentials: Preceptor Pay, Charge, On-Call, National Certification, Reassignment, and any other differential where Per Diems are specifically set forth in this Agreement as receiving such differential.
Per Diem Weekend Differential Start/End Time

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

53.8.3. Wage Scale - Per Diem Nurse Practitioners, Nurse Midwives

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.

53.8.6. Wage Scale

Employees on scale 53.8.1 shall advance one step on the salary scale on the first pay period of December 2016, 2017, 2018.

In addition to the Step Advancements, the Wage Scale shall increase by:
2.25% effective June 1, 2016,
2.25% effective June 1, 2017 and
2.25% effective June 1, 2018.

53.9. An Employee who currently participates in the retention bonus program via written contract with Inspira shall continue to receive their annual incentive under the program until the date the contract expires.

53.10. Charge pay.

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

53.11. Pay Periods and Pay Checks.

1. Pay Period will continue as every two weeks.
2. All paychecks will be delivered in envelopes.
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.

ARTICLE 54 RETIREE MEDICAL TRUST

54.1. General Contribution from Wages

Inspira nurses have voted for mandatory employee contributions to the HPAE Retiree Medical Trust 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. No payroll check-off by employees is 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.

54.2. 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 taxes, claims, demands, suits, and other forms of liability that might arise out of or by reasons of any action, claim, demand or suit, including any “Cadillac Tax” penalty levied pursuant to the Affordable Care Act, by any person which may involve or be in whole or in part based upon 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.

54.3. 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.

ARTICLE 55 LEAVE OF ABSENCE

For the duration of this Agreement, bargaining unit employees shall be eligible for Leaves of Absence consistent with the Inspira Leave of Absence policies in effect as of the effective date of this Agreement, and applicable law, including but not limited to Family Medical Leave and Personal Leave.

ARTICLE 56 VOTING TIME OFF

56.1. Inspira may grant up to two (2) hours unpaid time off to vote in general, direct, primary and presidential elections under the following conditions:

56.1.1. The employee is a registered voter.

56.1.2. There is insufficient time for the employee to vote outside his or her regular working hours. An employee is considered to have sufficient time if the polls are open two (2) hours before or after the employee's working hours.

56.1.3. An employee who has reason to believe that time off to vote will be needed will give their manager/supervisor at least one week notice.

ARTICLE 57 BEREAVEMENT LEAVE

57.1. Full time and regular part-time employees will be paid a maximum of twenty-four (24) hours for all days off in on which they were scheduled to work during the six 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. 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 the six-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 regular part-time employees will also be eligible for one (1) regularly scheduled day off (12 hours maximum) with pay at the time of the death of a grandparent, grandchild, sister-in-law, brother-in-law, daughter in-law, son-in-law, stepparent-in-law, and grandparent-in-law.

ARTICLE 58 MILITARY LEAVE

Military leave will be provided according to applicable law.

ARTICLE 59 JURY DUTY & LEGAL TIME OFF

59.1. Inspira agrees to compensate regular full-time, and regular part-time employees who properly report and document jury duty for their regularly scheduled hours, not including extra shifts or overtime hours, that are missed because of jury duty and grand jury duty.

59.2. Inspira shall pay the employee their regular rate of pay. Hours paid shall not count as hours worked, and therefore, shall not count for the purposes of accruing benefits or earning other entitlements under this Agreement.

59.3. Employees are required to give their manager advance notice of the summons for jury duty and shall be paid for absence due to jury duty on regularly scheduled workdays only. Employees who work the day and evening shift shall be off the same day. Employees who work the night shift and are scheduled to work the night preceding the jury duty will not be required to work that shift.

59.4. To be compensated, employees must notify their manager daily and must submit proof of service with their time records in order to receive payment. If the manager is not notified and/or the proof of service is not provided, the time shall be charged as unscheduled paid time off.

59.5. Employees who are issued subpoenas by Inspira and/or who are requested by Inspira to testify regarding Inspira business shall be paid their regular compensation for all hours spent on activities surrounding the subpoena and/or request.

59.6. Employees who are issued subpoenas by parties other than Inspira and are scheduled to work on the date in which they have been ordered to appear, shall be granted the time off and shall have to option to use their PTO time. Such absences shall not count as an unscheduled absence, provided that the employee notified Inspira upon receipt of the subpoena or as soon as practicable thereafter.

ARTICLE 60 INTENTIONALLY BLANK

ARTICLE 61 BENEFITS

61.1. Health, Prescription Drug, Dental, Vision, Life Insurance and Long Term Disability plans.

61.1.1. Except as may be provided for in this Agreement, the Inspira shall make available to bargaining unit employees the same Health, Prescription Drug, Dental, Vision, Life Insurance and Accidental Death and Dismemberment, Long Term Disability, Critical Care/Illness insurance which it provides to non-managerial, non-bargaining unit employees.

61.1.2. Inspira shall have the sole discretion to change or modify these benefits. However, during the life of this Agreement, Inspira shall not terminate these benefits and shall maintain these benefits at the same level as Inspira does for non-management, non-bargaining unit employees.

61.1.3. The contribution levels charged to bargaining unit employees for these benefits will be equal to those charged to non-management, non-bargaining unit employees within the same classification and same wage tier. In any event, the total cost of any increase in employee premium co-payments for a bargaining unit employee shall not be greater than the increase for any comparable non-management, non-bargaining unit employee in any tier, i.e. any non-management, non-bargaining unit employee in the same classification (regular full-time and regular part-time) and with the same type of coverage (Single, Family, etc.). Further, the contribution levels for bargaining unit employees shall be no greater than 17.5% of premiums.

61.1.4. In the event of exceptional economic circumstances effecting the Plans or Inspira, Inspira and the Union agree to negotiate any proposed changes to the contribution levels outside of the levels set forth in paragraph 61.1.3.

61.2. 403(b) Plan and Target Benefits Plan Termination

61.2.1. Inspira shall continue to match bargaining unit employees' contributions to their individual 403(b) accounts up to two-percent (2%) per year of each employee's individual annual 403(b) contribution.

61.2.2. Employees Who Were Not Eligible for Employer Contributions In The Target Benefits Plan As Of December 31, 2015. For Employees who were not in Inspira's Target Benefits Plan as of December 31, 2015, Inspira shall contribute four-percent (4%) of each Employee's annual qualifying wages earned into each employee's 403(b) account. Such contributions shall be made retroactive to June 1, 2016. These contributions shall be in addition to any Employer matching contributions in 61.2.1 above, subject to the waiting period set forth in the plan documents.

61.2.3. Employees Who Were Eligible for Employer Contributions In The Target Benefits Plan As Of December 31, 2015 but do not meet 50/10 Target Benefits Age and Vested Service Time Requirements. For employees who were employed by Inspira and who were active participants in Inspira's Target Benefits Plan as of December 31, 2015, and on December 31, 2015: 1) were under 50 years old; or 2) had less than ten (10) years of Vested service time in Inspira's Target Benefits Plan regardless of age, Inspira shall contribute four-percent (4%) of each employee's qualifying wages earned per year into each employee's 403(b) account. Such contributions shall be made retroactive to January 1, 2016. These contributions shall be in addition to any employer matching contributions in 61.2.1 above. Employees shall receive their 2015 Target Benefits Plan contribution in or around September 2016.

61.2.4. Employees Who Were Eligible for Employer Contributions In The Target Benefits Plan As Of December 31, 2015 and meet 50/10 Target Benefits Age and Target Benefits Plan Vested Service Requirements ("Enhanced 403(b) Contributions").

61.2.4.1. For Employees who were employed by Inspira and who were active participants in Inspira's Target Benefits Plan as of December 31, 2015, and as of December 31, 2015 were: 1) age 50 and above; and 2) who had ten (10) years of Vested service time in the former Target Benefits Plan, Inspira shall contribute four-percent (4%) of each employee's qualifying wages earned per year into each employee's 403(b) account. Such contributions shall be made retroactive to January 1, 2016. These contributions shall be in addition to any employer matching contributions in 61.2.1 above. Employees shall receive their 2015 Target Benefits Plan contribution in or around September 2016.

61.2.4.2. In addition to the four-percent (4%) contribution that Employees shall receive pursuant to Article 61.2.4.1, Employees that meet the age and Target Benefits Plan Vested service requirements of this Section shall receive an Enhanced 403(b) Contribution as set forth in Side Letter 10.

61.2.5. During the life of this Agreement, Inspira shall not terminate these benefits, and there shall be no material modification of the plans as it applies to bargaining unit employees without agreement between the Employer and the Union except as may be required by applicable law or regulations, and except where dictated by exceptional economic circumstances.

61.2.6. In the event of exceptional economic circumstances affecting the Plans or the Employer, Inspira and the Union agree to negotiate any proposed changes to the contribution levels outside of the levels set forth above.

61.2.7. Termination of the Target Benefits Plan. The Target Benefits Plan shall be terminated on January 1, 2016, and as a result, Inspira's contribution obligations under the Target Benefits Plan shall cease as of December 31, 2015 - except that Inspira shall make the Target Benefits Plan contributions that have not been made for 2015.

ARTICLE 62 ANCILLARY BENEFITS

62.1. To the extent that Inspira controls the following ancillary benefits, they shall continue for the term of this Agreement: Free Parking, Day Care Reimbursement, and Fitness Connection Discounts.

62.2. Any decision by Inspira to change, modify, or terminate ancillary benefit levels shall not be subject to bargaining with the Union. Inspira shall notify the Union of any decision by Inspira to change, modify, or terminate any of these system wide ancillary benefits, and upon request shall bargain over the effects of such changes upon bargaining unit employees only to the extent required by law, pursuant to the timeframes set forth in Article 66.6 of this Agreement.

ARTICLE 63 HEALTH & SAFETY

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.

ARTICLE 64 SEVERABILITY

If any term or provision of this Agreement, or the enforcement of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If, at any time thereafter, such provision or its enforcement or performance shall no longer be unlawful, then such provision shall be reinstated as of the date it becomes lawful and shall continue in full force and effect for the balance of the term of this Agreement. If either party determines that a revision is necessary in the intervening period between the time said language was originally deemed to be unlawful and the time at which such language was deemed to be lawful again, then they will notify the other party of the intent to negotiate an alternate lawful provision on the same topic. The parties agree to meet within thirty (30) days of said notice. In the event the parties cannot reach an agreement within 30 days after the first meeting the matter shall be submitted to expedited arbitration under the terms of the Agreement. Any new language, side-letter, additional agreement or Award shall govern and shall be deemed to replace the original language in the Agreement, and shall remain in full force and effect for the balance of the term of this Agreement.

ARTICLE 65 DURATION

This Agreement shall expire on May 31, 2019 at 11:59 PM.

ARTICLE 66 MANAGEMENT RIGHTS

66.1 The management and control of Inspira and the directions of the work force 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 prior to implementation and shall discuss with the Union upon request and bargain over the effects of such changes upon bargaining unit employees to the extent required by law. Where the Union has elected 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.

ARTICLE 67 SUBCONTRACTING

Inspira retains the right to sub-contract any bargaining unit work in the future based upon patient care needs or economic considerations, provided that such sub-contracting will not be done for the purpose of laying off employees in the bargaining unit – although the effect of such subcontracting may result in layoffs. Before any final decision regarding subcontracting is reached, Inspira will meet with the Union as soon as practicable to negotiate with the Union as to the effects of such decision.

ARTICLE 68 NO STRIKE OR LOCKOUT

68.1 During the life of this agreement or any extension thereof, the Union, its officers, agents, representatives, members and employees (herein denoted as "Union"), agree that they will not collectively, concertedly or individually encourage, direct, authorize, condone, participate in, threaten or sanction any strike (whether it be economic, unfair labor practice, sympathy or otherwise) slow down, walk-out, sit-down, picketing or other stoppage of work, retarding of work or boycott, whether they be of a primary or secondary nature, or any other activities which directly or indirectly interfere with or interrupt Inspira's operations or the presentation of its services for any reason, whether employees are on duty or off duty, including the concerted use of sick time or unlawful refusal to work overtime. The Union shall not refuse to cross the picket line of its own Union or another union which is established at Inspira facilities or any location affiliated with Inspira, nor will it engage in any activities which prevent or attempt to prevent the access of any person to Inspira's facilities during the term of this Agreement. The term strike shall include a failure to report to work because of a primary or secondary picket line at Inspira premises, whether established by this or any other union. The activities referenced above shall be defined as "Prohibited Activity" for the purpose of this Article.

68.2. Nothing in this Article shall prohibit bargaining unit employees from distributing information or other activities, including informational picketing, provided that they do not rise to the level of Prohibited Activities.

68.3. Any employee engaging in, participating in or encouraging Prohibited Activity will be subject to discipline up to and including discharge.

68.4. Any claim, action or suit for damage either party may have against the other for violation of this Article may be brought in a court of competent jurisdiction or through the contractual grievance procedure.

68.5. In the event that Prohibited Activity occurs, the Union and its officers, agents and representatives shall immediately commence (within three (3) hours of a request by Inspira) positive and evident steps to bring such Prohibited Activity to an end and to have those involved cease such Prohibited Activity. These steps shall involve at least the following:

68.5.1. Publicly and unconditionally repudiate and denounce the Prohibited Activity by employees and/or Union agents/employees through a press release and through memoranda to its members.

68.5.2. Advise Inspira in writing that the Prohibited Activity by employees has not been called, requested or sanctioned by the Union.

68.5.3. Notify employees in writing of its disapproval of the Prohibited Activity and instruct such employees to cease such Prohibited Activity immediately.

68.5.4. Post notices at the Union bulletin boards that it disapproves the Prohibited Activity and to cease such Prohibited Activity immediately.

68.5.5. Refrain from giving any aid, encouragement, or support of any sort whatever to employees who are engaging in Prohibited Activity.

68.5.6. The obligations of the Union, and its officers, agents and representatives are in addition to any other obligation imposed by law or any other remedy, liability or right provided to Inspira.

68.6 During the life of this agreement or any extension thereof, Inspira agrees that there shall be no lockouts of employees.

ARTICLE 69 ENTIRE AGREEMENT

69.1. This Contract contains the entire understanding, undertaking, and fully bargained for Agreement for Inspira and the Union, and represents matters of collective bargaining for its term. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Union and Inspira. There will be no individual agreements made between the Employer and individual members of the Union.

69.2. No term or condition of this Agreement shall become effective until the Agreement has been ratified and executed by all parties hereto. No term or condition of this Agreement shall have retroactive effect unless otherwise stated in this Agreement.

69.3. Nothing in this Article shall preclude Inspira from implementing and/or terminating programs that provide employees compensation and benefits that are in addition to what is required under this Agreement. Inspira shall negotiate with the Union over such programs prior to implementation. Inspira shall have the sole authority to terminate such programs unless otherwise agreed to by Inspira and the Union.

69.4. Inspira shall have the discretionary authority to continue or terminate discretionary compensation programs currently in place such as Premium Incentive Pay, Extra Shift Contracts, Hiring Bonuses, Referral Bonuses, Retention Bonuses, and Student Nurse Loan Forgiveness Program.

ARTICLE 70 - INSPIRA HEALTH NETWORK CLINICAL LADDER PROGRAM

- 70.1. Inspira and HP&E support the pursuit of continued education and application of such education to our patients, employees and the communities in which we serve. This Network Clinical Ladder Program provides incentives to RN's to pursue these goals.
- 70.2. Except as set forth in Article 70.5, only full-time, part-time, and Per Diem Hospital Staff RNs with 1,000 hours or more per year shall be eligible to apply for annual incentives under the Network Clinical Ladder Program as follows:

Annual Eligibility Requirements Bridge to Professional Practice Level – All RN's employed at Inspira <ul style="list-style-type: none"> • Successful completion of probationary period (No application to ladder) 	RN Prepayment for national certification exam or recertification in area of practice (when eligible) Prepayment for Preapproval Online preparatory course (e.g. Gannett Certification Card) for national certification exam (when eligible)	BSN Prepayment for national certification exam or recertification in area of practice (when eligible) Prepayment for Preapproval Online preparatory course (e.g. Gannett Certification Card) for national certification exam (when eligible)	MSN Prepayment for national certification exam or recertification in area of practice (when eligible) Prepayment for Preapproval Online preparatory course (e.g. Gannett Certification Card) for national certification exam (when eligible)
<u>REQUIREMENTS FOR ALL LEVELS 1 THROUGH 6</u> <ul style="list-style-type: none"> • Successful completion of probationary period • Satisfactory performance review (overall rating of 3 or higher) • No disciplinary suspension during eligibility period • Satisfactory completion of Performance Improvement Plan (if applicable) • Attendance at 50% of staff meetings 			

Annual Eligibility Requirements	RN	BSN	MSN
<p>Level 1 –</p> <ul style="list-style-type: none"> Choose one of the following: <ul style="list-style-type: none"> Completion of Nurse as Teacher Project (one 1 hour teaching session or two 30 minute sessions or four 15 minute sessions teaching peers/others) Performance Improvement Project (unit-based project involving data collection) EBP Project (e.g. policy revision using literature search) 	<p>\$350 FT \$175 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national certification exam or recertification in area of practice (when eligible) INSPIRA Prepayment for Preapproved Online preparatory course (e.g. Gannett Certification Card) for national certification exam (when eligible)</p>	<p>\$1,100 FT \$550 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national certification exam or recertification in area of practice (when eligible) INSPIRA Prepayment for Preapproved Online preparatory course (e.g. Gannett Certification Card) for national certification exam (when eligible)</p>	<p>\$1,350 FT \$675 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national certification exam or recertification in area of practice (when eligible) INSPIRA Prepayment for Preapproved Online preparatory course (e.g. Gannett Certification Card) for national certification exam (when eligible)</p>

Annual Eligibility Requirements		RN	BSN	MSN
Level 2 – Level 1 requirements plus: <ul style="list-style-type: none"> National certification in nurse's specialty area of practice, active member of formal hospital committee or Shared Governance Council, Labor management /Staffing (Unit-Based or System ensure unit representation at least 50% of meetings) 		\$800 FT \$400 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national recertification in area of practice. 0.50/hr. LADDER pay.	\$1,800 FT \$900 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national recertification in area of practice. 0.50/hr. LADDER pay.	\$2,300 FT \$1,150 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national recertification in area of practice. 0.50/hr. LADDER pay.

Annual Eligibility Requirements		RN	BSN	MSN
Level III – Level II requirements plus: • Membership in Professional Organization <i>(N/ISN/4, AN/4, ONS, AACN, EN/4, A/HONN etc.)</i> • BSN or enrollment in BSN program • Choose (2)-Professional Development activities from any category		\$1,600 FT \$800 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national recertification in area of practice. 0.50/hr. LADDER pay.	\$2,600 FT \$1,300 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national recertification in area of practice. 0.50/hr. LADDER pay.	\$3,100 FT \$1,550 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national recertification in area of practice. 0.50/hr. LADDER pay..
RNs participating in this level shall be entitled to use up to \$1,000 per year from their Tuition Reimbursement allocation set forth in Article 31 provided that such dollars be used solely for maintenance of their certification. Approval to use such dollars shall be at the discretion of Inspira, whose approval shall not be unreasonably withheld.*				

Annual Eligibility Requirements	RN	BSN	MSN
Level IV – Level III Requirements plus: <ul style="list-style-type: none"> • BSN obtained • Nurses as Teachers • Participation in research activity 		\$3,200 FT \$1,600 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national recertification in area of practice. 0.50/hr. LADDER pay.	\$3,700 FT \$1,850 PT/Per Diem with 1,000 hours or greater. INSPIRA Prepayment for national recertification in area of practice. 0.50/hr. LADDER pay.
RNs participating in this level shall be entitled to use up to \$1,000 per year from their Tuition Reimbursement allocation set forth in Article 31 provided that such dollars be used solely for maintenance of their certification. Approval to use such dollars shall be at the discretion of Inspira, whose approval shall not be unreasonably withheld.*			

Annual Eligibility Requirements	RN	BSN	MSN
<p>Level V – Level IV requirements plus:</p> <ul style="list-style-type: none"> • BSN obtained • Primary investigator or co-investigator on nursing research study • Submission of at least one (1) quality or research abstract or article to an external professional nursing venue or Poster Presentation to external professional nursing venue 		<p>\$3400 FT \$1700 PT/Per Diem with 1,000 hours or greater.</p> <p>INSPIRA Prepayment for national recertification in area of practice.</p> <p>0.50/hr. LADDER pay.</p>	
<p>RNs participating in this level shall be entitled to use up to \$1,000 per year from their Tuition Reimbursement allocation set forth in Article 3 I provided that such dollars be used solely for maintenance of their certification. Approval to use such dollars shall be at the discretion of Inspira, whose approval shall not be unreasonably withheld.*</p>			

Annual Eligibility Requirements	RN	BSN	MSN
Level VI – Clinical Expert – Level IV requirements plus: <ul style="list-style-type: none"> • MSN obtained • Primary investigator or co-investigator on nursing research study • Submission of at least one (1) quality or research abstract or article to an external professional nursing venue 			\$4,000 FT \$2,000 PT/Per Diem with 1,000 hours or greater. Inspira Prepayment for national recertification in area of practice- 0.50/hr. LADDER pay.
RNs participating in this level shall be entitled to use up to \$1,000 per year from their Tuition Reimbursement allocation set forth in Article 31 provided that such dollars be used solely for maintenance of their certification. Approval to use such dollars shall be at the discretion of Inspira, whose approval shall not be unreasonably withheld.*			

* Expenses that may be eligible include course fees, travel, food, and necessary lodging, if deemed reasonable by INSPIRA. This allowance cannot be used to compensate for time off.

70.3. Employees under this program may apply in the month of January or July for incentive payment for goals that have been reached during the calendar year. All non-hourly rate incentives under this Program shall be paid as follows:

For applicants who submitted an approved completed packet by January 31st, payment will be made on the second pay period in February.

For applicants who submitted an approved completed packet by July 31st, payment will be made on the second pay period in August.

Except in cases of formatting, the application package shall not be altered by Inspira.

70.4. This Program does not apply to Per Diem Hospital staff RNs who work less than 1,000 per year. No provision of this program applies to Nurse Practitioners, or Nurse Midwives, or any other RNs not expressly denoted.

70.5. An Employee is eligible to progress and receive annual incentives for only one level per year under this program.

70.6 If a nurse maintains a national certification that is no longer in her area of specialty due to transfer, she will continue to receive certification pay and be eligible for the Network Clinical Ladder program for 2 years from the date of her transfer. Pursuant to Article 29, INSPIRA will pay for the nurse to obtain a certification in her new area of specialty as listed above. If she chooses not to obtain a national certification in her new area of specialty within two years of her transfer, her certification will no longer be eligible for the hourly differentials and she will not be eligible for LEVEL II or above on the Network Clinical Ladder program

70.7. Eligibility for the Program. An employee must have been continuously working for Inspira for the time periods required for placement or advancement.

70.8. RNs who are unable to meet some or all of the criteria for maintenance of status because of prolonged illness, or for any illness or injuries within the meaning of the FMLA or NJ Leave acts, military service, or a similar compelling reason, and who furnish documentation will maintain status on the professional ladder for six (6) months after they return to work.

70.9. Nurses on maternity leave or who have experienced a catastrophic illness may maintain their status for six (6) months after they return to work.

70.10. Meetings missed due to call off by the employer will have the missed meeting counted in the 50% calculation for maintaining their status.

70.11. All compensation under the Network Clinical Ladder Program shall not count towards the employee's base or regular compensation rate, and therefore, shall not be used to calculate any differential or premium pay.

ARTICLE 70 Continued

Professional Growth and Development Activities (must have occurred in last 12 months)

- ☒ **Nurse as Teacher Project –Completion of Nurse as Teacher (one 1 hour session or two 30 minute presentations or four 15 minute sessions or six 10 minute session or managing Skills fair station for a minimum of 4 hours paid)**

Category A: Role Model/Support Person:

- ☐ Super User for product implementation within the application time frame, not required as part of role (manager/director verification)
- ☐ Actively assists another RN to become certified in the mentee's area of specialty. Such assistance could include, but is not necessarily limited to assisting the mentored RN with accessing information related to certification and assisting with study review and other tutoring tasks. In this case, the mentored RN must have scheduled to take the examination by the mentor's NETWORK CLINICAL LADDER application submission date, which is either Jan 31 or July 31.
- ☐ The RN actively mentors another RN for a research project through IRB approval
- ☐ The RN actively mentors an RN returning to school for BSN. The RN mentor application in this case must include a log of all activities and documentation of the student's completion of class or classes
- ☐ Submits type written exemplar (1-2 pages maximum)
- ☐ Adjunct faculty/clinical instructor for nursing program (verification letter from Dean/designee on School of Nursing/University letterhead)
- ☐ Resource person for peers because of a non-practice area certification/recognition, e.g., SANE, GRN, GEDI, GENE (submit copy of cert/course completion and a description of how you have acted as a resource person – must have manager/director sign)

Category B: Leadership Activity

- ☐ Organization-Wide, Shared Governance, Unit Based Council/Team/Committee Chair/Co-Chair (manager/director verification)
- ☐ Lead a staff group discussion of a peer-reviewed nursing or health-related journal article (attendance record & copy of article reviewed)
- ☐ Champion for new process implemented within the application time frame (manager/director verification)
- ☐ Preceptor (proof of initial preceptor course, workshop attendance within the last 3 years, and the names of the preceptee(s) on verification form)
- ☐ RN mentor (complete Mentor forms and Mentor program documentation form and document monthly discussions with dates)
- ☐ The RN actively chairs a professional shared governance council and mentors another RN to assume chairing that council. Validation shall be required through the administrative representative of that shared governance council or the nurse manager of the unit-based practice council.
- ☐ Performance improvement project (unit-based project involving data collection)
- ☐ The RN actively mentors another RN in the Nurse Residency Program.
- ☐ The RN actively mentors a RN's submission of an abstract either for publication or presentation.
- ☐ The RN actively mentors a senior level nursing student for which the RN is responsible during the student's entire clinical rotation.
- ☐ The RN engages in other mentoring activities that Inspira, in its discretion, believes satisfies the spirit and intent of the mentoring
- ☐ DCN- Designated Charge Nurse./Charge Nurse role for 50 shifts for full-time employees and 25 shifts for part-time employees.
- ☐ Precept student nurse as transition to practice or for the entire clinical rotation for that student nurse

Category C: Advancing the Profession

- ☐ Educational activity, e.g., poster, power point, lecture, demo (provide learning objectives & attendance)
- ☐ Organization-Wide, Shared Governance, Unit Based Council/Team/Committee member (manager/director verification)
- ☐ Draft/Revise an Evidence-Based Practice Policy/Procedure and present to Nurse Practice Council (verification form)
- ☐ Nursing Student 1:1 mentor (complete Mentor Documentation form)
- ☐ Professional Organization Essay (describe how the membership has impacted your practice – no more than one page)
- ☐ Professional Organization Leadership Role (letter from your organization on organizational letterhead)

- ☐ Magnet Champion (mentoring your unit through the Magnet re-designation process. Application must include the list of activities completed by the applicant for this process.
- ☐ The RN actively mentors an RN returning to school for BSN. The RN mentor application in this case must include a log of all activities and documentation of the student's completion of class or classes.
- ☐ The RN actively mentors another RN to become certified in the mentee's area of specialty. Such assistance could include, but not necessarily be limited to, assisting the mentored RN with accessing information related to certification and assisting with study review and other tutoring task. In this case, the mentored RN must have scheduled to take the examination by the mentor's Clinical Ladder application submission date, which is either Jan 31st or July 31st.
- ☐ The RN actively mentors another RN for a research project through the IRB approval.
- ☐ The RN actively mentors a RN's submission of an abstract either for publication or presentation.

Category D: Volunteer – Inspira Related Volunteer time (must be pre-approved by review committee – provide completed Volunteer Activity Validation form) Examples:

- ☐ Health screenings
- ☐ Skills fair station 4 hours minimum non paid
- ☐ Career Days/Job Fairs
- ☐ Community Outreach Program (nursing/health related)
- ☐ Boy Scouts or Girl Scouts- assist with obtaining a nursing or health-related badge
- ☐ Support Group or Program
- ☐ Run/Race/Volunteer for an Inspira team event
- ☐ United Way Unit representative
- ☐ Inspira Medical Center Auxiliary Board member

Note: Applicant MUST obtain PDP Committee approval before including any activity / special project not listed above.

() Evidence-Based Practice/Research Activities**

- ☐ Coordinate Journal Review Club at unit level on 2 or more occasions (attendance record & copy of article)
- ☐ Develop/implement an evidence-based practice initiative/project (evidence of Research Council approval)
- ☐ Author and submit a nursing/healthcare-related article to a professional media (acknowledgement of submission of abstract)
- ☐ Present a nursing-related poster at a professional nursing organization meeting/community conference (acknowledgement of submission of abstract)
- ☐ Literature review for a study.
- ☐ Collect data for yourself or another person.
- ☐ Primary Investigator of a study.

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.

71.2. Cancellation or reduction of hours shall be done on the following basis:

71.2.1. Call-off will be within a unit or department of the affected division;

71.2.1.1. To the extent practicable the following clinical groupings at Elmer Hospital shall be considered a single unit: 1) ICU and Step Down; 2) 2 South and 2 East. Inspira shall not be required to follow this multi-unit call-off procedure where Inspira determines that the process does not meet patient needs or does not provide a proper skill mix or any other clinical concern.

71.2.2. Call-off will be specific to shift, by job classification, by employment status considering present ability and skill;

71.2.3. Call-off will be by rotation within employment status. The rotation will start with least senior staff member in each job classification affected. For purposes of this policy seniority is defined as bargaining unit seniority;

71.2.4. Rotation is defined as call-offs shared equally among all permanent staff members within employment status by job classification.

71.3. The following order for call-offs within job classifications by unit or department, will be followed, but Inspira retains the right to make exceptions as necessary:

Per Diem Agency nurses;

RNs working overtime;

CRT;

Per-diem;

Regular Full Time, and Regular Part Time and Regular Weekend Employees who volunteer to be called off;

Full time and Regular part time employees working extra shifts;

Regular Full Time, and Regular Part Time and Regular Weekend-Employees.

- 71.4. A log shall be kept on the unit for tracking and will be available to all employees on the unit.
- 71.5. Employees selected for call-off shall be given as much advance notice as is reasonable and as circumstances allow.
- 71.6. Employees called-off by Inspira have the option to use PTO time, if available.
- 71.7. Employees called-off involuntarily have the option of applying for partial unemployment compensation.
- 71.8. Nothing in this Article limits Inspira's right to reassign employees under Article 27 or to adjust staffing under Article 25.
- 71.9. Notice of call-off shall be given before the beginning of the shift. All RNs are responsible for leaving a contact number with their supervisor or the staffing office so that they can be contacted in case a call off situation arises. A message left for RN at the contact number provided shall constitute effective notice. If a message cannot be left at that number upon calling, Inspira shall maintain documentation of the call and such documentation shall be considered a message left.
- 71.10. Inspira may, with the employee's consent, place the employee on Standby On-Call Status (Article 51.3).

Health Professionals and Allied Employees,
AFT/AFT-CIO

Ann Twomey
Ann Twomey, President

Dana Barrett RN
Dana Barrett, RN

Michelle Silvio RN
Michelle Silvio, RN

Barbara Slavoff RN
Barbara Slavoff, RN

Beth Manganaro RN CEN
Beth Manganaro, RN/CEN

Deborah Pacitti, BSN, RN, CRN, VA-BC
Deborah Pacitti, BSN, RN, CRN, VA-BC

Joanne Savidge BSN, RN
Joanne Savidge, BSN, RN

Karen Bailey, BSN, RN
Karen Bailey, BSN, RN

Inspira Medical Center, Inc.

Erich Florentine
Erich Florentine, Chief People Officer

Janet Davies MSN, RN, APN CCNS, CENP
Janet Davies, Vice-President of Patient Care Services

*This is a continuation of current Contract
language (2010⁻¹³ CBA).*

SIDE LETTER OF AGREEMENT 1

1. Employees who are currently receiving the \$0.35 BSN hourly differential will be grandfathered and continue to receive that differential on top of his or her base rate of pay. These employees shall be eligible to participate in the PRIDE Program. However, once an employee chooses to participate in the PRIDE Program, they shall not continue to receive the above-described BSN hourly differential.
2. Employees who are currently receiving other differentials such as ACLS, ICU will be grandfathered and continue to receive such differential in addition to his or her base rate of pay. However, such differentials under this subsection shall not be computed into the employees overtime rate.

*Barbara Slavoff
Karen Bailey
Michelle Shuo
Aarti Patel*

PRDg

*This is a Continuation of current
Contract language (2010-13 CBA).*

SIDE LETTER OF AGREEMENT 2

Based upon the operational needs of the facility it is understood that positions Inspira currently classifies as full-time that are not included as full-time in Article 14 "Classification of Employees" Article shall not be subject to a change of Status as a result of this Article. This Side Letter shall not apply to other Inspira internal classifications of bargaining unit employees, such as classification of employees as "full time" as prescribed by applicable state or federal laws.

*Barbara Slavoff
Kare Bailey
McLellan, Skid
Apur Patel*

A handwritten signature in black ink, appearing to be "F. R. O.", written in a cursive style.

*This is a Continuation of the current
Contract language contained in Side Letter 4 of the
SIDE LETTER OF AGREEMENT 3 2010-13 CBA*

The Hospital agrees that during the term of this Side Letter of Agreement, it shall not assert or challenge the supervisory or non-supervisory status, as defined in Section 2(11) of the National Labor Relations Act, of any bargaining unit employees, including nurses who function in the role of charge nurse whether on a temporary or permanent basis. The bargaining unit employees (including charge nurses) shall not have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively recommend such actions or to exercise independent judgment in any such regard unless the exercise of the foregoing is routine or clerical in nature. The foregoing shall not preclude bargaining unit nurses, including charge nurses, from performing any duties which they are presently performing.

The parties agree that this Side Letter of Agreement shall expire as of the date of the agreement expiration and is solely an agreement to postpone the exercise of any rights it might have or which might be created, for the term of this Side Letter of Agreement only.

*Barbara Slavoff
Kari Balogh
McLellan-Simco
Anti-Race*



SIDE LETTER OF AGREEMENT 4

1. Advancement to BSN and/or MSN Requirement
2. All active RNs hired or rehired after May 31, 2013 must either: (1) have a Bachelor of Science degree in Nursing or Master of Science degree in Nursing from a CCNE or NLNAC accredited program (or foreign equivalent) at the time they are hired or rehired; or (2) be enrolled in a CCNE or NLNAC accredited BSN or MSN program (or foreign equivalent) with a graduation date that falls on or before December 31, 2019.
3. Extension of December 31, 2019 Deadline.
 - (a) RNs pursuing their degree in Nursing to satisfy this Side Letter paragraphs 1 and 2 above and who cannot meet the deadline due to extenuating or unforeseeable life event or circumstance, may seek a reasonable extension of time in order to continue their studies. A reasonable request for an extension shall not be denied.
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. Inspira 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 June 1, 2013 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, 2013 at IMC (Inspira HPAE Local 5131) who applies for a position at IMCW (Woodbury HPAE Local 5621) shall continue to be grandfathered by this agreement.

Date: May 31, 2016

For the Union:

Janet Davis RN
Dana Barrett RN
Barbara Slavoff
Bridgette Mangano RN
Kare Bailey, RN BSN
Suzanne Agutter
Michelle Smith
Aunt Ruth

For Inspira:

Janet Davis (MSN, RN) BSN
CENS, CENP

SIDE LETTER 5 - UNIFORMS

1. In order to present and maintain a professional image to the patient population and to the general public at large and to promote a safe environment for patients, their family and staff, the Employer will institute a color-coded uniform policy. The policy requires all nurses shall be expected to wear navy blue scrubs (tops and bottoms). Any garment worn under the scrubs that is visible must be a solid professional color (i.e. grey, white, navy or black; no neon or highlighter colors). Any jacket or sweater must be navy or a white lab jacket. This side letter shall be in addition to the current dress code policies.
2. The Employer agrees to refrain from enforcing the above uniform policy for a period of three (3) months following ratification of this Agreement in order to allow Employees to bring their current uniforms into compliance.

Additionally, to facilitate compliance with this side letter, the Employer, for one time only, will provide uniforms to all employees who are employed on the date of ratification and subject to this policy as follows:

Three uniforms to each Regular Full-Time Employees;

Two uniforms to each Regular Part-Time Employees;

One uniform to each Per Diem Employee

3. This Side Letter shall not apply to nurses who work in those areas in which the Employer provides scrubs on the unit (i.e. the Operating Room).

Date: 5/31/16

Local 5131:

Deborah Pacitti
Joanne Sengul BSD
Dana Barrett RN
Barbara Slavoff
Bella Mangano RN
Karen Bailey RN, OSW
Michelle Sines RN
Angela

For the Employer:

Euro Schmidt
Janet Davies MSN, RN, ANP
CCNS, CENP

SIDE LETTER 6 – INFLUENZA VACCINATION

The Employer shall notify the Union in writing of any changes and practices to the current flu vaccination policy that affect bargaining unit employees prior to implementation and shall bargain over the effects of such changes upon bargaining unit employees pursuant to Article 66.6.

Date: May 31, 2016

For the Local 5131:

Jeanne Singer BSW
Dana Barnett RN
Barbara Alavoff
Budd Mangano RN LCN
Karen Bailey, RN, BSW
Subrah Pacetti
Michael Simola
Ann Price

For Inspira:

Erin Belmont
Janet Davies MSN, RN, APRN
CONS CENP

SIDE LETTER 7

Termination of the Long Term Sick Program.

In order to facilitate the termination of the Long Term Sick Program, the Employer and the Union agree to the following terms:

- There will be no accrual of LTS for current or new employees after May 31, 2016.
- The LTS program will continue until May 30, 2019, at which time, all LTS balances shall be terminated.
- The Employer will make a voluntary short term disability benefit available to purchase to all employees (which is similar to the same benefit available to similarly situated non-bargaining unit employees) on the date of ratification. A one-time, limited open enrollment period shall be offered by the insurer during which an employee obtaining coverage shall have their pre-existing condition(s) waived by the insurer per the plan rules.
- From the date of ratification of this Agreement until May 30, 2019, LTS may be accessed pursuant to the following terms:
 - The employee may access his/her LTS after seven (7) calendar days of illness or injury have elapsed.
 - Supplemental income: employees may use LTS in order to supplement modified duty, workers compensation or temporary disability benefits up to 100% of the employee's regular base pay.
 - Employees must provide the Employer with medical documentation from their healthcare provider in order to utilize LTS. Unrelated to payment for time missed from work, in order for the time to be properly counted as federal FMLA time and not as an occurrence under the Attendance Policy, employee must provide a note that provides enough detail so that the absence can be designated as one due to a serious health condition (it is best to use the Certification of Healthcare Provider form used to apply for FMLA leaves); consistent with the FMLA, a single note may cover more than one absence, for intermittent or consecutive days.

Date: 7/1/2016

For Local 5131:

Anti-Rate
Michael Smurke
Karen Bailey
Barbara Slavoff

For Inspira:

Eric Belmont
General Services Manager, APN, CNA, CEMP

SIDE LETTER 8

In order to facilitate the change in the current payroll practice of instituting employee step increases on the date of the employee's anniversary to the newly agreed upon practice of instituting employee step increases in the first pay period of December, the Employer agrees to keep the anniversary step increases for the remainder of 2016. Additionally, Employees will receive a step increase in the first pay period of December 2016.

Moreover, employees on step 30 shall receive in the first pay period of December 2016 a one-time bonus of 2% for all hours paid in 2016.

Date: 7/1/2016

For Local 5131:

Ann Pass
McCallister
Kare Bailey
Barbara Slavoff

For Inspira:

Erin Belmont
Janet Davies MSN, RN, APN, CENP, CENP

SIDE LETTER 9

1. In addition to the four-percent (4%) employees shall receive in Article 61.2.4.1, employees that meet the age and Target Benefits Plan Vested service requirements of 61.2.4 on December 31, 2015 shall receive an Enhanced 403(b) Contribution as follows:
 - Age 50-54: 1.5% of each employee's qualifying wages earned per year;
 - Age 55-59: 5% of each employee's qualifying wages earned per year;
 - Age 60-64: 6.5% of each employee's qualifying wages earned per year;
 - Age 65 and over: 6.5% of each employee's qualifying wages earned per year.
2. Employees who qualify for Enhanced 403(b) Contribution shall have the contribution fixed as of their age and service status on December 31, 2015 and shall not move through the above tiers as they age. For example, an employee who is age 54 on December 31, 2015 receiving 1.5% Enhanced 403(b) Contribution does not graduate to the 5% Age 55-59 tier upon reaching 55 years of age.
3. Any termination of System Seniority as set forth in Article 32.4 shall disqualify the employee from any future Enhanced 403(b) Contribution if rehired.
4. These Enhanced 403(b) Contributions are not subject to modification in subsequent collective bargaining agreements except for conditions triggered by Article 61.2.5-6.

Date: 7/5/2016

For Local 5131:

Am Patel
Michelle Smith
Karen Bailey
Barbara Slawoff

For Inspira:

Erin Bennett
Jonat Davies MSN, APRN, CCNS, CENP

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