

**OMNIBUS TENTATIVE AGREEMENT  
Between Inspira and HPAE - 5131**

The parties agree to maintain current contract language with respect to the following Articles:

Article Number	Name	Article Number	Name
Preamble		Article 1	One Agreement
Article 2	Recognition	Article 3	Def. of Employee
Article 4	New Job Classification	Article 5	Successor
Article 6	BU Work Preference	Article 7	Union Membership Information
Article 8	Dues Deduction	Article 9	Information
Article 10	COPE	Article 12	Bulletin Board
Article 13	Mailbox	Article 15	Baylor/Reg. Weekend
Article 16	Personnel Files	Article 17	Non-Discrimination
Article 18	Resignation	Article 19	Duties and Responsibilities
Article 20	Training and Orientation	Article 23	Committees
Article 28	Midwives	Article 30	Prof. License Requirement
Article 31	Tuition	Article 33	Layoff
Article 34	Severance	Article 35	Job Postings
Article 36	Discipline and Discharge	Article 37	Change of Shift
Article 40	Paid Time Off	Article 41	Normal Work Week
Article 44	Work and Meal Breaks	Article 45	Time Recordation
Article 55	LOA	Article 56	Voting Time Off
Article 57	Bereavement Leave	Article 58	Military Leave
Article 59	Jury Duty	Article 61	Benefits
Article 62	Ancillary Benefits	Article 64	Severability
Article 66	Management Rights	Article 67	Subcontracting
Article 68	No Strike No Lockout	Article 69	Entire Agreement

Date: 04/25/2022

For Local 5131:

*Alex Payer*  
*CCS*  
*Kambaly*  
*Tracy Green*  
*Karon*

For the Employer:

*Graciela McManis*

TENTATIVE AGREEMENT  
ECONOMIC PROPOSALS – May 31, 2022

**Year 1: 6/1/22 – 5/31-23:**

- 3% increase negotiated November 15, 2021 maintained. 3% increase from 11/15/21 – 5/31/23 = 4.5% increase if given 6/1/22.
- 6.0% additional increase 6/1/22.
- Preceptor pay increased from \$1.50 to \$2.00 per hour under Article 24.
- Reassignment differential increased from \$2.00/\$5.00 to \$3.00/\$6.00 under Article 27.
- On-call pay increases from \$4/hr to **\$4.50/hr**.
- Clinical ladder increase for PT and per diem employees, HPAE agrees to Inspira's proposed language 5/26 for Article 70.10.
- Union agrees to Employer's proposed language at 71.3 regarding Per Diem Agency. (5131 only)  
RE  
MT
- All RN will move up one step the first pay period in June instead of the first pay period in December. This equates to approximately 0.5% increase.
- All other economic rates and differentials held at current contract language, including the non-pyramiding language.
- HPAE withdraws- Article 54 health trust, Side Letter 3 tuition acceleration, extending the holiday (Article 48.1), Article 46.1.2 overtime proposal from 4/4, charge pay differential, night shift differential, bonus for employees on step 30.

**Year 2: 6/1/23 – 5/31/24:**

- 2.25% increase.

**Year 3: 6/1/24-5/31/25**

- 2.0% increase.

5/31/2022

For Local 5131:

*Handwritten signatures for Local 5131:*  
Handwritten signature  
GCS  
Handwritten signature  
Handwritten signature  
Tracy Green  
Kelly Judge

For Local 5621:

*Handwritten signatures for Local 5621:*  
Handwritten signature  
April Duran  
Handwritten signature  
Handwritten signature  
Handwritten signature  
Handwritten signature  
Handwritten signature

For Inspira:

*Handwritten signature for Inspira:*  
Genevieve McManis

**TENTATIVE AGREEMENT**  
**ARTICLE 11 - BARGAINING UNIT REPRESENTATIVES**  
**Local 5131**

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, Vineland), it is agreed that Employee Bargaining Unit Representatives shall not exceed forty-five (45) employees who are designated to deal with the Employer on behalf of the Union. It is further agreed that there shall be no more than three (3) Employee Bargaining Unit Representatives per unit.

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:

- Vineland – visits shall be limited to pre-scheduled conference rooms and classrooms;
- Elmer – visits shall be limited to pre-scheduled conference rooms and classrooms;
- Bridgeton – visits shall be limited to pre-scheduled conference rooms and classrooms;

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.

~~11.2.1 Union officers may request to visit non-patient care areas. Such requests will not be unreasonably denied.~~

### 11.3. Conduct and Access Of Non-employee Union Representatives

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

- Vineland visits shall be limited to pre-scheduled conference rooms and classrooms
- Elmer – visits shall be limited to pre-scheduled conference rooms and classrooms
- Bridgeton – visits shall be limited to pre-scheduled conference rooms and classrooms

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

**either in person or virtually.** Such meetings will be non-adversarial in nature and will not exceed one (1) hour. Inspira representatives may be present during the presentation. The Employee Bargaining Unit Representative making such presentations shall do so on non-scheduled time and shall not be paid for conducting such meetings. Such time shall not be considered hours worked for purposes of calculation of overtime or other accruals. The meetings will be held at the employee's place of employment unless another location is agreed to by Inspira and the Union.

#### 11.6. Union Officials and Union Days

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

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

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

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

DATE: 5/20/22

FOR LOCAL 5621:

5131

Aarti Patel  
Karen Flores  
G. S.  
Tracy Green  
Kelly Pope  
Kaurale

FOR INSPIRA:

Graciela McManis

**TENTATIVE AGREEMENT  
ARTICLE 14 - CLASSIFICATION OF EMPLOYEES  
LOCAL 5131**

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

14.3.2. Per Diem employees must work at least one (1) complete shift on one (1) winter and one (1) summer holiday on a rotating basis: Winter Holidays - Thanksgiving, Christmas, New Years; Summer Holidays – Memorial Day, July 4th, Labor Day.

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.

*Inspira reserves the right to modify, add to, delete or otherwise revise its proposals during the course of the negotiations.*

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 the Union shall have no rights to bring grievances or arbitration under that process.

Date: 5/26/22

For Local 5131:

Amr Patel  
Kavonle  
C/S  
Tracy Green  
Kelly Podyce  
KauBar

For Inspira:

Granelise M. Mearns



**TENTATIVE AGREEMENT**  
**ARTICLE 21 - HOSPITAL LABOR MANAGEMENT/STAFFING COMMITTEE**  
**LOCAL 5131**

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.~~ **Meetings will take place at a place mutually agreed upon by the parties.**

21.1.3. Meetings shall last no longer than two (2) hours.

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 eight (8) employee designees to attend the bi-monthly meeting of the Labor Management/Staffing Committee. Each designee shall be compensated only for the time spent at the meeting. Likewise, Inspira is permitted to select up to eight (8) 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. **If a meeting needs to be rescheduled, the parties will seek a new date and time that is mutually agreeable.** 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.

DATE: 5/20/22

FOR LOCAL 5131:

AntiPatt  
Kara  
C.C.S.  
Tracy Green  
Kelly Budge  
Kari Bailey

FOR INSPIRA:

Arrelese M. Meramun

**TENTATIVE AGREEMENT  
ARTICLE 25 – HOSPITAL STAFFING  
LOCAL 5131**

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.

Date: 5/26/22

For Local 5131:

Ami Puro  
Karef  
C. C. S.  
Tracy Green  
Kelly Adpe  
Kaibar

For Inspira:

Spencer McManis

## TENATIVE AGREEMENT

### ARTICLE 27 --- REASSIGNMENT

#### HPAE LOCAL 5131

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; ED nurses may be reassigned to ED Crisis; <del>Detox nurses may be reassigned to ED Crisis and/or ED patients waiting for medical clearance.</del>
2	ICU ↔ Step Down/ <u>PCU</u> ; Step Down/ <u>PCU</u> ↔ Acute Care
3	Dialysis
4	Acute Care*, Acute Care RNs may be reassigned to Acute Care patients who are located in Peds; Acute Care ↔ <del>Detox</del>
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 2 East 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.

~~\*\*\*\* The parties agree that Detox RNs will be reassigned within the Bridgeton campus (provided there is a need) prior to being reassigned to another campus.~~

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.

*Inspira reserves the right to modify, add to, delete or otherwise revise its proposals during the course of the negotiations.*

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. (a) Involuntary reassignment from one IMC 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.

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

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

(d) Any full or part-time RNs who have ~~thirty (30)~~ **twenty-five (25)** years or greater bargaining unit seniority shall not be subject to the involuntary intercampus reassignment set forth in this paragraph unless there is a critical need and all available qualified nurses satisfy this seniority provision. If all available qualified nurses have ~~thirty (30)~~ **twenty-five (25)** years or greater bargaining unit seniority, the least senior nurse shall be subject to the involuntary intercampus reassignment set forth above.

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. (a) Employees who are reassigned between campuses shall receive a differential of ~~\$5.00 \$12.00~~ **\$6.00** per hour. However, RNs working in Vineland and Bridgeton Emergency Department and Vineland, Bridgeton, Elmer, Woodbury and Mullica Hill Dialysis Department who move between the above-named campuses respectively shall receive a differential of ~~\$5.00 \$12.00~~ **\$6.00** per hour only if they are reassigned after the start of their shift.

(b) 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- \$12.00~~ **\$6.00** differential.

(c) RNs may volunteer to be reassigned to the Mullica Hill **or Woodbury** campus, subject to the voluntary-provisions of this Article.

27.13. Employees who are reassigned outside of their clinical groupings above shall receive a differential of \$2.00 ~~\$5.00~~ \$3.00 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~~ \$12.00 \$6.00 per hour differential described in this paragraph.


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

Date: 5/26/22

For Local 5131:

Ami Paul  
Kensley  
C.C.S.  
Tracy Grant  
Kelly Poyce  
Kaubal

For Inspira:





**TENTATIVE AGREEMENT**  
**ARTICLE 29- NATIONAL CERTIFICATION APPROVAL AND**  
**PREPAYMENT PROCESS**  
**LOCAL 5131**

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

Ground Transport/SCIU – 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 500 hours or greater in a rolling calendar year to obtain and maintain their national certifications in their area of specialty as set forth above.

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

29.2.2. As part of the Network Clinical Ladder Program, Inspira will prepay the cost of one initial certification examination and preparatory courses for National Certifications related to the nurse's current practice and approved by Inspira in its discretion. Inspira shall also prepay the recertification fee related to the nurse's current practice. An employee obtaining an approved National Certification will be scheduled off to sit for the actual day of the examination, provided the employee provides adequate advance notice (thirty (30) days prior to posting of schedule) so the time can be scheduled without adversely effecting 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.

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 500 hours or greater in a rolling calendar year: BLS, ACLS, PALS, NRP, TNCC, and ENPC. Skills Fair and other mandatory education, i.e. Health Stream, shall be provided by the employer to all employees. All employees signing up for these courses shall pay nominal deposit, which is returned upon completion of the scheduled class.

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

29.3.3. An employee whose mandatory educational requirements have expired while on an approved leave of absence may not return to work and shall have thirty (30) days from the end of the approved leave to fulfill such mandatory educational requirements. Any employee who fails to fulfill the mandatory education requirement within 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 29.3.2.

29.3.4 Employees will be paid to attend ~~these required~~ **required by Inspira under this Article**, however such hours shall not be counted toward the computation of Overtime to the extent permissible by law. ~~Employees may request to complete mandatory education remotely. Such requests will not be unreasonably denied. Inspira may allow for employees to complete mandatory education remotely. However, the employee may not utilize overtime to complete without first obtaining written permission from the employee's manager.~~ If the employee does not maintain the certification or take the course as required, the employee will take the course on their own time and pay for the class at the going rate.

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

Date: 5/4/22

For the Union:

*Handwritten signatures for the Union:*  
Amit Patel  
Kumar  
Tracy Green  
CC

For the Employer:

*Handwritten signature for the Employer:*  
G. Melus  
M. Keenan 5/4/22

**TENATIVE AGREEMENT BETWEEN INSPIRA MEDICAL CENTERS, INC  
AND  
HPAE LOCAL 5131  
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.

Date: 04/25/2022

For Local 5131:

Aruni Patel  
Kaneyle  
Tracy Green  
Kelly Bridge  
Karen Bailey  
C. C.

For the Employer:

Patricia M. Meserian

**TENTATIVE AGREEMENT**  
**ARTICLE 39 – GRIEVANCE AND ARBITRATION**  
**LOCAL 5131**

The Parties agree to maintain current contract language.

Date: 5/26/22

For Local 5131:

*Amber*  
*Kerney*  
*CIS*  
*Tracy Green*  
*Kelly Jodyce*  
*Kan Bar*

For Inspira:

*Graciela McManis*

**TENTATIVE AGREEMENT  
ARTICLE 42 – SCHEDULING  
LOCAL 5131**

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.

42.3. Self-Scheduling. Inspira promotes the practice of Self-Scheduling **and scheduling committees**. 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 four (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 within four (4) weeks of the receipt of the request. If the PTO request is approved, the requesting employee shall denote such approval of the PTO request on the unit calendar 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 2<sup>nd</sup> through February 28<sup>th</sup>, Inspira shall accept requests for Extended PTO for the ~~following twelve (12) month~~ period **from March 15 of the current year to March 14 of the next year**. All requests for Extended PTO shall be submitted by the employee on a PTO request form. Space for a 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choice shall be provided. The 2<sup>nd</sup> and 3<sup>rd</sup> choice will only be considered if the 1<sup>st</sup> choice cannot be granted. If two (2) 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 two (2) weeks of PTO will be granted to each employee during the time of May 1<sup>st</sup> to September 15<sup>th</sup> unless a written request is reviewed by the Director of Nursing, and approved by the VP of Patient Care Services. Extended PTO shall not be granted for the time period between December 15<sup>th</sup> and January 3<sup>rd</sup>, 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 28<sup>th</sup> no later than March 16<sup>th</sup>. Such requests shall not be unreasonably denied. A request consisting of greater than two (2) 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 28<sup>th</sup> 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 42.6. 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.

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

Date: 5/31/22

For Local 5131:

*Karen [Signature]*  
*CCS*  
*Tracy Green*  
*Billy Edge*  
*Kari Bailey*  
*Aunt [Signature]*

For Inspira:

*Genevieve McMenamin*

**TENTATIVE AGREEMENT  
HPAE LOCAL 5131  
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 week; (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.

Date: 5/31/22

For Local 5131:

  
Gus  
KaBae  
Karen  
Tracy Green  
Kelly  
Amber

For Inspira:

  
Anneliese McMenamin

ARTICLE 47 - WEEKEND REQUIREMENT

LOCAL 5131

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 a serious health condition as defined by the Family Medical Leave Act, an unscheduled weekend absence shall be made up by the employee. The make-up weekend will be mutually agreed upon by the employee and manager and shall be worked no later than three (3) months after the weekend absence. This may be waived at the discretion of the manager.

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

5/31/2022

For Local 5131:

  
Kaiba  
Kawale  
Stacy Green  
Kelly Polya  
Amorino

For Inspira:



**ARTICLE 48 -- HOLIDAY SCHEDULING  
LOCAL 5131**

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 3:00 PM; and

(2.) for 8 hour shifts, per diem and off-shift 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 3:00 PM.

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

- New Year's Day
- Memorial Day
- July 4<sup>th</sup>
- 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, 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.

**When there are more employees on the holiday rotation for MCH than are needed to work the holiday, and employees are rotated off the holiday prior to the schedule**

**being posted, one of the employees rotated off the holiday will be scheduled for the holiday on-call.**

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

48.4.2. Holiday rotation will take precedence over regular work schedule. If the holiday that the employee must work occurs on their regular weekend off, they must work the holiday.

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

Date: 5/31/22

FOR LOCAL 5131:



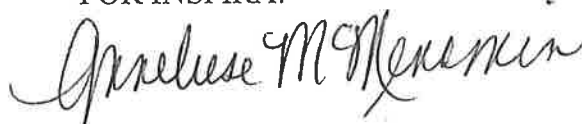
Tracy Green

Kelly Fudge

Kaie Bailey

Ann Perot

FOR INSPIRA:



**TENTATIVE AGREEMENT  
ARTICLE 51- ON-CALL, HOSPITAL  
LOCAL 5131**

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 **\$4.50** 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 (4) 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 (4) hours when called into work, that employee

shall receive On-call Pay for actual hours worked and four (4) hours minus actual hours worked at their regular rate of pay. For example, an employee who is called in for two (2) hours of actual work shall be paid at 1.5 times their regular rate of pay for those two (2) hours and paid at their regular rate of pay for the remaining two (2) hours. All compensation under this section shall not be pyramided with any other premium pay, such as overtime, 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 (4) 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 (4) hours when called into work, that employee shall receive on-call pay for actual hours worked and four (4) hours minus actual hours worked at their regular rate of pay. For example, an employee who is called in for two (2) hours of actual work shall be paid at 1.5 times their regular rate of pay for those two (2) hours and paid at their regular rate of pay for the remaining two (2) hours. All compensation under this section shall not be pyramided with any other premium pay, such as overtime, holiday. Refer to Section 46.3 (non-pyramiding section).

## 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.

5/31/2022

For Local 5131:

  
Cass  
Kabau  
  
Kasper  
  
Tracy Green  
  
Billy Pryce  
  
Amir

For the <sup>Inspira</sup>~~Union~~  
  
Gretchen McMenamin

**TENTATIVE AGREEMENT  
ARTICLE 63 — HEALTH & SAFETY  
LOCAL 5131**

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

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

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

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

Date: 5/26/22

For Local 5131:

*Andrew*  
*Kawyer*  
*ECS*  
*Tracy Green*  
*Kelly Adyce*  
*Kar Bar*

For Inspira:

*Andrew McKeown*

TENTATIVE AGREEMENT

Local 5131

**ARTICLE 65 – DURATION**

This Agreement shall expire on May 31, 2025 at 11:59 PM.

Date: 5/31/22

For Local 5131:

*Karen [unclear]*  
*CCS*  
*Tracy Green*  
*Kelly Joyce*  
*Kari Bailey*  
*[unclear]*

For Inspira:

*Annelise McManis*

**TENTATIVE AGREEMENT**

**Article 70 – Clinical Ladder**

**Local 5131 and Local 5621**

Inspira accepts the Union's proposal from 4/4 subject to the following change:

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, so long as the employee confirmed in writing that he or she would attend the meeting prior to the cancellation.

5/31/2022

For Local 5131:

  
Kau Ba  
Kavenple  
Tracy Green  
Kelly Indice  
Awbang

For Inspira:



**TENTATIVE AGREEMENT**  
**ARTICLE 71 — TEMPORARY REDUCTION OF STAFFING**  
**LOCAL 5131**

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, 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, Traveling and/or Contract Agency nurses, so long as the Traveling and/or Contract Agency nurse can be called-off without any financial obligation to Inspira;**

**RNs working PIP/SIP Incentive shifts;**

**RNs working an extra shift pursuant to an incentive contract;**  
**Designated extra shift pursuant to an incentive contract;**

**Designated extra shift that will result in overtime;**

**CRT;**

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

**Per-diem/ CRT;**

**Designated extra shift that won't result in overtime;**

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 shall 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. Standby

71.10.1. Where Inspira cancels an employee prior to the start of their shift, the employee, unless otherwise designated by Inspira, may be placed on Standby On-Call **to cover the employee's home unit and home campus** for a period of not more than four (4) hours starting at the scheduled start of their shift. **Inspira shall accept volunteers from the group of employees subject to call-off before involuntarily placing an employee on standby.**

71.10.2. The Employee on Standby status under this provision shall receive **\$4.50** per hour while on Standby status.

71.10.3. The Employee on Standby status shall be automatically released from Standby status if not called into work within four (4) hours of the scheduled start of their shift. **Inspira**

will continuously monitor the need for employees who are on standby and will release employees from standby status earlier than four (4) hours, if feasible.

71.10.4. The Employee on Standby status who is called into work shall be paid at their regular rate of pay for that shift. At the time the employee is called into work, payment set forth in 71.10.2 shall end.

71.10.5. Once the Standby Employee is called into work, they are expected to arrive at work within one hour of notification, subject to the employee's regular commuting distance/time to work. The employee shall remain for their regularly scheduled shift as if they reported to work normally.

71.10.6. Standby hours shall count towards scheduled hours for scheduling purposes only.

71.10.7 Inspira shall use reasonable efforts to limit placing an Employee on stand-by status and shall consider the following factors prior to placing an Employee on stand-by status:

- Patient Census
- Patient Acuity
- Emergency Department Bed Aheads
- Surgical Admissions
- Pending Admissions/Transfers

DATE: 5/31/22

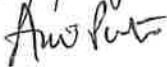
For Local 5131:

  
Ka Bae









For Inspira:



**TENTATIVE AGREEMENT  
SIDE LETTER OF AGREEMENT 1  
5131**

Advancement to BSN and/or MSN Requirement

1. All active RNs hired or rehired after May 31, 2013 and before June 1, 2022 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, ~~2021~~ **2024**.

2. All active RNs hired or rehired on or after June 1, 2022 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~~ **within six months of hire or rehire** in a CCNE or NLNAC accredited BSN or MSN program (or foreign equivalent) with a graduation date that falls on or before the employee's ~~second~~ **third** employment anniversary date.

3. Extension of applicable Deadlines

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~~ **must apply for one-time extension, which will not be unreasonably denied.** ~~of time in order to continue their studies. A reasonable request for an extension shall not be denied, but~~ **An extension** shall not exceed twelve (12) months.

4. Failure to meet the requirements of this Side Letter shall result in the RN no longer meeting the minimum qualifications of employment. Any arbitration of a termination under this Side Letter will be performed under the expedited arbitration rules of AAA.

5. Notification- 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: 5/4/22

For the Union:

Arati Patel  
CICS  
Kau Bailey  
Kelly Jodice  
Tracy Green  
Kau Bailey

For the Employer:

Spencer McKeown  
5/4/22

TENTATIVE AGREEMENT

SIDE LETTER 2

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.

DATE:

For Local 5131:

*Karen [unclear]*  
*CCS*  
*Tracy Green*  
*Kelly [unclear]*  
*Kari [unclear]*

For Inspira:

*Graciela McMenamin*

**TENTATIVE AGREEMENT**

**SIDE LETTER 3**

**LOCAL 5131**

The Parties agree to delete this Side Letter.

Date: 5/26/22

For Local 5131:

Ant Punt  
Keruff  
CCS  
Tracy Green  
Kelly Fudge  
KauBa

For Inspira:

Arnela M. Mesumani

TENTATIVE AGREEMENT  
SIDE LETTER OF AGREEMENT 4  
LOCAL 5131



Individual units may propose one alternate scheduling practice for holidays governed by Article 48.2. Management will not unreasonably deny any proposed alternate scheduling practice.

If Inspira determines that the alternate scheduling practice is not meeting the operational needs of the unit, then Inspira may modify, amend or terminate the alternate scheduling practice. If Inspira terminates the alternate scheduling practice, the holiday scheduling for that unit will revert to the process set forth in Article 48.4.

Any alternate scheduling practice must be submitted and approved between January 2 - March 1 of each year.

Date: 5/31/22

For HPAE Local 5131:

  
  
Tracy Green  
Kelly Ingers  
Karen Bailey  
Aunt Pat

For Inspira:



TENTATIVE AGREEMENT

SIDE LETTER 5

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.

DATE: 5/31/22

For Local 5131:

*Kauffman*  
*CC*  
*Tracy Green*  
*Kelly Dodge*  
*Kari Bailey*

For Inspira:

*Anneese McNamee*

TENTATIVE AGREEMENT

SIDE LETTER 6

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.

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: 5/31/22

For Local 5131:

*[Handwritten signatures for Local 5131: Kenneth, C-C, Tracy Green, Ally Ford, Kai Baul]*

For Inspira:

*[Handwritten signature for Inspira: Anneliese McManis]*