

Memorandum of Agreement between HPAE Local 5621

And

Inspira Medical Centers, Inc.

WHEREAS, The Health Professionals and Allied Employees, AFT/AFL-CIO (the "Union") and Inspira Medical Centers, Inc. ("Inspira") entered into a Collective Bargaining Agreement ("CBA") commencing June 1, 2022 and ending May 31, 2025; and

WHEREAS, on or about February 8, 2024, the Union filed a petition for an Amour-Globe election; and

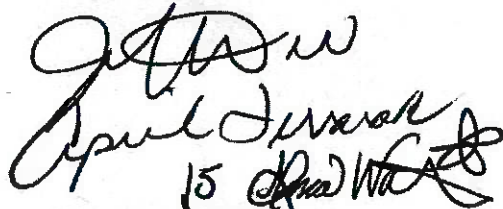
WHEREAS, on or about March 6, 2024, an election was held in which the Registered Nurse Case Managers employed at the facilities located at 700 Mullica Hill Road, Mullica Hill, NJ; Inspira Medical Center of Woodbury located at 509 North Broad Street, Woodbury, New Jersey; Inspira Office Building located at 17 W. Red Bank Ave., Woodbury, NJ; and Inspira Medical Arts Building located at 52 W. Red Bank Ave., Woodbury, NJ voted to join HPAE Local 5621; and

WHEREAS, the Parties engaged in good faith bargaining regarding the specific terms and conditions of employment for the RN Case Managers not covered by the current CBA; and

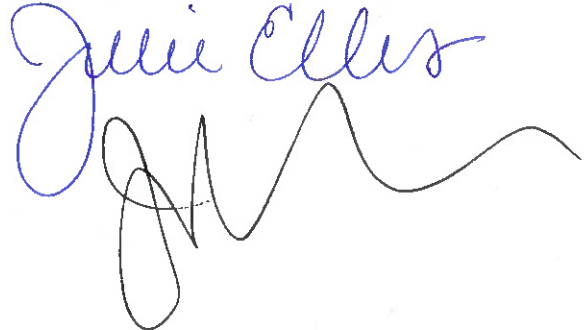
WHEREAS, the Parties have agreed to the following terms and conditions subject to ratification by the RN Case Managers:

1. All terms and conditions set forth in the CBA shall apply to the RN Case Managers unless specifically modified by the attached listing of Tentative Agreements.
2. The Tentative Agreements will be incorporated into the CBA as an addendum, subject to ratification by the RN Nurse Case Managers.
3. The Tentative Agreements may be renumbered as appropriate, if necessary.
4. The Union's negotiating committee shall recommend ratification to the voting members.
5. Once ratified, the parties agree to be bound by the CBA.

For the Union:


November 15, 2024

For Inspira Medical Centers, Inc:



Tentative Agreement – Omnibus Financial.

- A. **ARTICLE 2 RECOGNITION** - The Case Managers (as described above) shall be included under the recognition clause.

2.1.1 Inspira hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (04-RC-135351) and **(04-RC-335374)** for bargaining unit of all full time, and part-time registered nurses employed by the Employer at the following locations: Inspira Medical Center of Mullica Hill located at 700 Mullica Hill Road, Mullica Hill, NJ; Inspira Medical Center of Woodbury located at 509 North Broad Street, Woodbury, New Jersey; Inspira Office Building located at 17 W. Red Bank Ave., Woodbury, NJ; and Inspira Medical Arts Building located at 52 W. Red Bank Ave., Woodbury, NJ; including Paramedic Nurses, Patients Education Specialists, Nurse Practitioners, Family Medical Center, Cancer Services Coordinators, Employee Health Nurses, IV Therapy Nurses, **Hospital Case Managers**, and Per Diem Nurses who worked for the Employer an average of four or more hours a week, in an eligible unit classification.

2.1.2 EXCLUDED: Clinical educators, CPI Instructors, Clinical Documentation Specialists, Clinical resource RN, Clinical Outcomes Manager, RN Admission Coordinator, Nurse Auditors, System analysts, Performance Improvements Coordinators, Quality Performance Improvement Specialists, Infection Control Nurses, LPNs, Nursing Assistants, Orderlies, Population Care Coordinators, ~~Case Managers~~, **Employee Health Case Managers and Wellness Recovery Case Managers**, Technicians, Pharmacist, administrative employees, students, agency nurses, maintenance employees, directors and Registered Nurses not employed by Inspira Medical Center Woodbury, Inc., and all other employees, guards and supervisors as defined in the Act.

Employer Response to Union Proposal 6.

ARTICLE 53 - WAGES

53.2 OVERTIME

ADD NEW 53.2.1.

Full-Time and Part-Time Case Managers are “Exempt Employees” subject to the Case Manager Scale set forth in Article 53.8.

~~**Part-Time and Per Diem**~~ Case managers are ~~“Exempt employees”~~ **hourly employees subject to the RN Case Manager Scale set forth in Article 53.8.** ~~Per Diem Case managers are also hourly employees.~~


53.3 SHIFT DIFFERENTIAL

ADD NEW 53.3.1 Shift Differential.

~~**Part-Time and Per Diem**~~ Case Managers shall receive a shift differential of 10% for all hours worked between the hours of 3 pm and 7 pm ~~.and 15% Differential for all hours worked from 7 Pm to 9 PM~~ added to their base rate of pay. **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

53.7 Wage Adjustments and Corrections

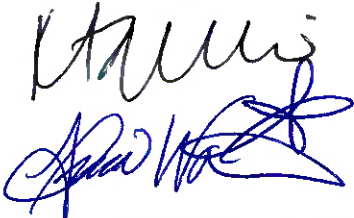
~~ADD NEW MOA - CORRECTION OF WAGES FOR 2024 CONTRACT TERM~~ 

1. Case Managers shall be placed on a scale based upon the attached RN Case Manager Scale. Notwithstanding Section 53.7.3 wage experience, case managers shall receive experience credit for ~~Utilization review and case management~~ pursuant to the Table set forth in CM 53.1.1.
- ~~2. Years of experience shall be rounded up for five (5) or more months of experience.~~
- ~~3. Once placed on the scale they shall receive an additional 3.5% differential added to their base rate.~~
4. Each year an employee shall move across and down on the wage scale. – (First Pay period in June)
5. Within one month of ratification, the employer shall notify each employee of their credited years of experience , ~~which shall include Utilization review and case management and will place them on the appropriate step. After placement on the step, then they will have the 3.5 % differential added to their base rate.~~
6. All increases for (FT, PT and PD) shall be retroactive to June 1 , 2024 and based on the adjusted RN pay scale as of 6/1/2024.
7. Employees shall have thirty (30) calendar -days from date of notice of their years of experience from the employer to challenge and show documentation to support a greater amount of credited years of experience.
8. Current PD base rate shall be adjusted based upon the attached new RN Case Manager Per Diem Pay scale.
9. All adjustments shall be in the first pay period that occurs after the notification set forth in paragraph 5 above ratification of this agreement by the Union.
- ~~10. Any increase to the RN wage scales 53.8.1 or PD wage scale, shall increase the Case Manager wage scale proportionally.~~
11. No one will lose wages or benefits because of any language in this Agreement.

Proposed RN Case Manager Scale

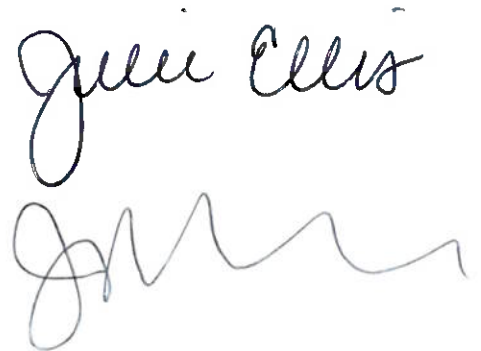
Step 0-1	41.75
Step 1	42.22
Step 2	42.64
Step 3	43.14
Step 4	43.56
Step 5	44.48
Step 6	45.36
Step 7	46.24
Step 8	47.11
Step 9	48.01
Step 10	48.84
Step 11	49.41
Step 12	49.96
Step 13	50.54
Step 14	51.10
Step 15	51.65
Step 16	52.06
Step 17	52.46
Step 18	52.88
Step 19	53.24
Step 20	53.65
Step 21	53.99
Step 22	54.29
Step 23	54.63
Step 24	54.94
Step 25	55.26
Step 26	55.56
Step 27	55.89
Step 28	56.22
Step 29	56.53
Step 30	56.85
PD Rate	58.53

For the Union:



November 6, 2024

For the Employer:

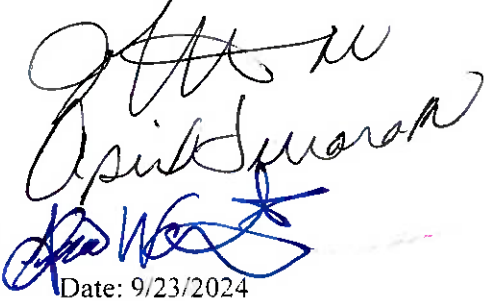


Tentative Agreement

Case Management Per Diem requirements.

- Current Per Diem Employees must work a minimum of three eight-hour shifts per four-week schedule, but shall not be required to work holidays or weekends.
- PD hired after ratification are only required to work not more than two must work a minimum of three (3), eight (8) hour shifts per four-week schedule with one eight (8) hour shift being a weekend shift. The weekend requirement may be waived by management at Inspira's sole discretion.
- PD hired after ratification of the CBA are shall not be required to work at least one holidays in a calendar year ~~or weekends.~~ *as*

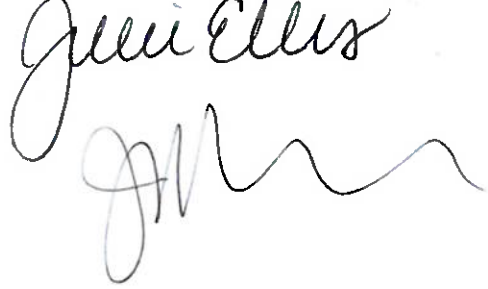
For the Union:



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Date: 9/23/2024

For Inspira Medical Centers Inc.:

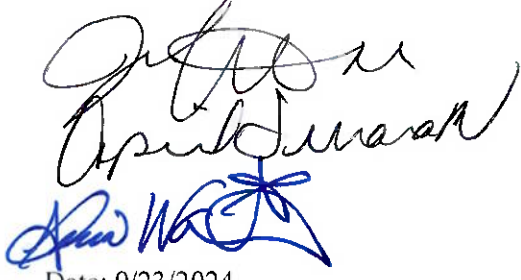


Julie Ellis

Tentative Agreement

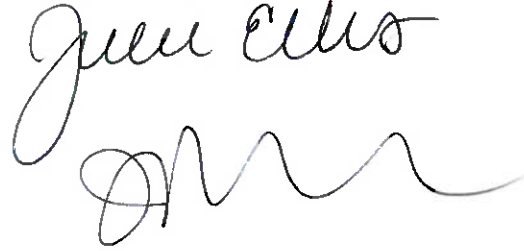
Article 24 – Preceptors and Preceptor Differential **shall** apply to Care Coordination.

For the Union:

Handwritten signatures in black ink for the Union. The top signature is the most legible, appearing to read "Asim J. ...". Below it is another signature, and at the bottom is a signature in blue ink.

Date: 9/23/2024

For Inspira Medical Centers Inc.:

Handwritten signatures in black ink for Inspira Medical Centers Inc. The top signature is the most legible, appearing to read "Julie Ellis". Below it is another signature.

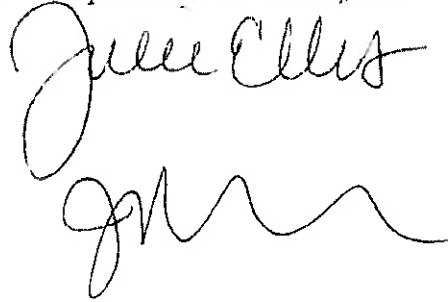
TENTATIVE AGREEMENT
ARTICLE 27 REASSIGNMENT.

Care Coordination shall be designated as a closed unit withing the reassignment grid in Paragraph 27.7.

For the Union:



For Inspira Medical Centers,,Inc.:



Date: 7/15/2024

TENTATIVE AGREEMENT

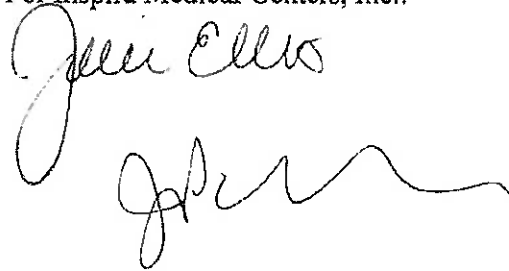
ARTICLE 29 NATIONAL CERTIFICATION

Include Case Management Certification (CCM/ACM), Case Manager Certified (CMC), Nursing Case Management Certification (RN BC), Certified Professional in Utilization Review (CPUR), Nurse Coach Certification (NC-BC) in to *Section 29.1* as a recognized certification and such shall receive one dollar (\$1.00) per hour added to his or her regular compensation rate.

For the Union:



For Inspira Medical Centers, Inc.:



Date: 7/15/2024

Tentative Agreement

ADDENDUM TO THE CONTRACT

ADDENDUM - CM - Definition of Seniority – Agree to Union proposal from 7/23

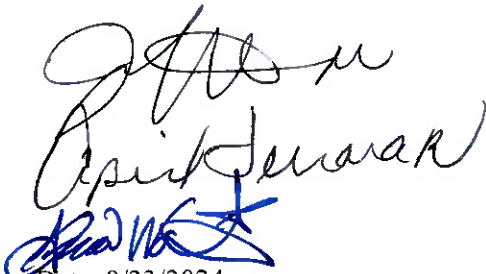
Case Managers Definition of Seniority

To establish an initial BU seniority date for current case managers the following shall apply :

Upon ratification of this agreement, bargaining unit seniority shall be defined **as the length of continuous service with Inspira Medical Centers, from the date of last hiring in any position** and shall be computed in continuous years months and days from the date of the last hiring and the bargaining 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.

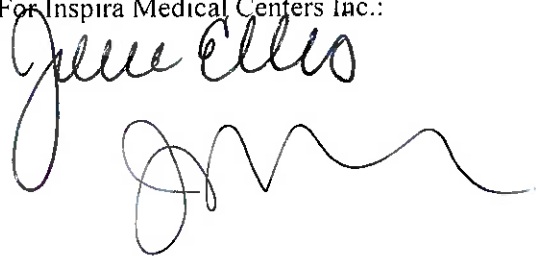
After Ratification, except for the conditions of establishing a BU seniority date, the terms of the CBA Article 32 Seniority shall apply.

For the Union:



Date: 9/23/2024

For Inspira Medical Centers Inc.:



TENTATIVE AGREEMENT

ARTICLE 42 SCHEDULING – Case Manager

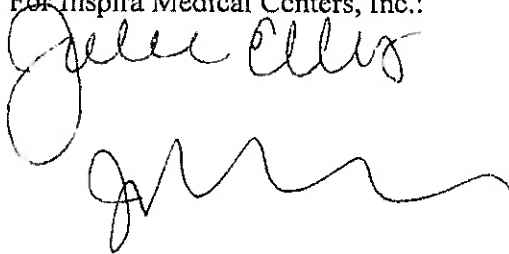
Notwithstanding Article 42 Scheduling the following shall apply:

1. Case Managers shall continue with their current scheduling practices, subject to patient care needs. ~~practice of set schedules. This practice shall not be change for the term of the agreement.~~ Any changes to the current scheduling practices shall be subject to the notice and bargaining provisions set forth in Addendum CM-3.
2. ~~Paid Time Off (PTO) The attached PTO policy review date of 9/7/2023 and an effective date of 9/26/2022 shall apply for the scheduling and use of PTO for the duration of this agreement.~~ Case Managers shall continue with their current PTO scheduling practices, subject to patient care needs. Article 40 shall govern the accrual, access and/or payout for the duration of this Agreement.

For the Union:



For Inspira Medical Centers, Inc.:



Date: 7/15/2024

TENTATIVE AGREEMENT

ARTICLE 47 / 48 – WEEKEND and HOLIDAY REQUIREMENT. – Case Managers.

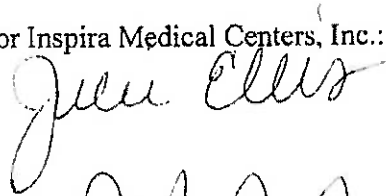

Case Managers shall continue with their current scheduling practices, subject to patient care needs. Any changes to the current scheduling practices shall be subject to the notice and bargaining provisions set forth in Addendum CM-3.

Care Coordination management shall establish a fair and equitable holiday rotation. All other provisions of Article 48 shall apply to Care Coordination.

For the Union:



For Inspira Medical Centers, Inc.:

Date: 7/15/2024

Tentative Agreement

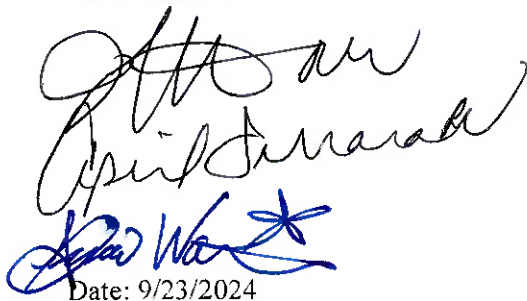
The parties agree that the following experience table shall apply to RN Case Managers:

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

Modified to include Case Management as credited experience – the following table applies to Case Managers only.

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
Utilization review	Utilization review
Home Care	
Per Diem, Hospital, Long Term Care or Home Care	Camp and Cruise Ship Nurse
Time at SJH 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
Case Management	Case Management
Paramedic RN	
Flight RN	Non-clinical classroom teaching experience
Occupational Health	Any other non-clinical experience not listed here
School Nursing	
Peace Corps Nurse	

For the Union:



Date: 9/23/2024

For Inspira Medical Centers Inc.:

