TENTATIVE 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, RMCVineland, 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 <u>or Local 5142</u> or vice-versa shall maintain his or her bargaining unit seniority and system seniority at 100%. 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 <u>or Local 5142</u>.

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.

For the Union:

For the Employer:

Jun Cllis

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

ARTICLE 32 – SENIORITY

32.1 Definition of Seniority

- 32.1.1 System Seniority is defined as the length of time an employee has been continuously employed at any Inspira Health Network entity, subject to the proviso set forth in 32.2.2 below. "Continuously employed" or "Continuous Service" for the purpose of seniority only will include all authorized paid and unpaid leaves of absence provided there is no break in service as defined in 32.4 below, or where state or federal law, or applicable benefit plans, dictate otherwise.
- 32.1.2 Continuous service for the purpose of seniority only will include all authorized paid and unpaid leaves of absence of one year or less provided there is no break in service as defined in section 32.4 below.
- 32.1.3 For existing employees, the current bargaining unit seniority dates shall continue subject to other provisions set forth in this Agreement.
- 32.1.4 For Employees hired into a bargaining unit position after August 4, 2015, bargaining unit seniority shall be defined as, and start on, the date on which an employee was hired into a bargaining unit position. Bargaining unit seniority shall be computed in years, months and days. Continuous service for the purpose of seniority only will include all authorized paid and unpaid leaves of absence of one year or less provided there is no break in services as defined in 32.4 below.
- 32.1.5 Employees who obtain employment from a bargaining unit position in Local 5621 to a bargaining unit position in Local 5131 or in 5621 or visa-versa shall maintain his or her bargaining unit seniority and system seniority at 100%. However, the employee's Local 5621 bargaining unit seniority shall not be used as a factor during the transfer/selection process (as set forth in Article 35) for a position in Local 5131 or 5621.
- 32.2 Application
- 32.2.1 For the purpose of retirement program vesting, system seniority shall be used.
- 32.2.2 For the purpose of placement on the PTO scale in a PTO accruing position, system seniority shall be used, except that the years worked in a non-PTO accruing position will not be counted toward placement on the PTO scale.
- 32.2.3 Bargaining unit seniority shall apply to operational issues where length of service is a factor, and where not addressed specifically by another Article in this Agreement. Such benefits include: scheduling of paid time off within units, transfers from units, temporary transfers from

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

32.3 Accrual

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

32.4 Termination of Senionity

An Employee shall lose all senionity if the Employee:

- 32.4.1 quits, resigns, retires or otherwise voluntarily terminates his her employment from a barquining unit positions: subject to Section 32.5 below;
- 32.42 is discharged for just cause
- 32.4.3 fails to return to work as scheduled upon the expiration of an authorized leave of absence:
 (a) without a reason that is in Inspira's discretion satisfactory to Inspira, or (b) provides a false reason for obtaining a leave of absence;
- 32.4.4 upon notice of layoff, refuses a position offered to him her, in accordance with this Agreement;
- 32.4.5 is laid off for a period of over twelve (12) consecutive months;
- 32.4.6 fails to return to work within five (5) calendar days of recall from layoff, after written notice to return to work has been sent via certified mail by Inspira to the last address provided by the Employee or refused an offer of recall; an Employee does not work or is otherwise absent from employment for any reason for a period of (6) consecutive months other than layoff; is absent for three (3) consecutive work days without authorization;

32.5 Return To Bargaining Unit

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

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

For the Employer: Julie Eller

Date: 4/30/25

TENTATIVE AGREEMENT BETWEEN INSPIRA MEDICAL CENTERS, INC. AND HPAE LOCAL 5621

ARTICLE 32 – SENIORITY

32.1 Definition of Seniority

- 32.1.1 System Seniority is defined as the length of time an employee has been continuously employed at any Inspira Health Network entity, subject to the proviso set forth in 32.2.2 below. "Continuously employed" or "Continuous Service" for the purpose of seniority only will include all authorized paid and unpaid leaves of absence provided there is no break in service as defined in 32.4 below, or where state or federal law, or applicable benefit plans, dictate otherwise.
- 32.1.2 Continuous service for the purpose of seniority only will include all authorized paid and unpaid leaves of absence of one year or less provided there is no break in service as defined in section 32.4 below.
- 32.1.3 For existing employees, the current bargaining unit seniority dates shall continue subject to other provisions set forth in this Agreement.
- 32.1.4 For Employees hired into a bargaining unit position after August 4, 2015, bargaining unit seniority shall be defined as, and start on, the date on which an employee was hired into a bargaining unit position. Bargaining unit seniority shall be computed in years, months and days. Continuous service for the purpose of seniority only will include all authorized paid and unpaid leaves of absence of one year or less provided there is no break in services as defined in 32.4 below.
- 32.1.5 Employees who obtain employment from a bargaining unit position in Local 5621 to a bargaining unit position in Local 5131 or in 5142 or visa-versa shall maintain his or her bargaining unit seniority and system seniority at 100%. However, the employee's Local 5621 bargaining unit seniority shall not be used as a factor during the transfer/selection process (as set forth in Article 35) for a position in Local 5131 or 5142.
- 32.2 Application
- 32.2.1 For the purpose of retirement program vesting, system seniority shall be used.
- 32.2.2 For the purpose of placement on the PTO scale in a PTO accruing position, system seniority shall be used, except that the years worked in a non-PTO accruing position will not be counted toward placement on the PTO scale.
- 32.2.3 Bargaining unit seniority shall apply to operational issues where length of service is a factor, and where not addressed specifically by another Article in this Agreement. Such benefits include: scheduling of paid time off within units, transfers from units, temporary transfers from

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

32.3 Accrual

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

32.4 Termination of Seniority

An Employee shall lose all seniority if the Employee:

- 32.4.1 quits, resigns, retires or otherwise voluntarily terminates his/her employment from a bargaining unit positions: subject to Section 32.5 below;
- 32.4.2 is discharged for just cause
- 32.4.3 fails to return to work as scheduled upon the expiration of an authorized leave of absence: (a) without a reason that is in Inspira's discretion satisfactory to Inspira, or (b) provides a false reason for obtaining a leave of absence;
- 32.4.4 upon notice of layoff, refuses a position offered to him/her, in accordance with this Agreement;
- 32.4.5 is laid off for a period of over twelve (12) consecutive months;
- 32.4.6 fails to return to work within five (5) calendar days of recall from layoff, after written notice to return to work has been sent via certified mail by Inspira to the last address provided by the Employee or refused an offer of recall; an Employee does not work or is otherwise absent from employment for any reason for a period of (6) consecutive months other than layoff; is absent for three (3) consecutive work days without authorization;

32.5 Return To Bargaining Unit

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

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

For the Union:

For the Employer:

Julie Ellis

Date:

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