

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

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

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

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

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

Date: 5/20/2025

For the Union:

Christie Sarac

For the Employer:

Julie Ellis

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

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

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

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

33.3.1. License(s)

33.3.2. Experience in the new unit or department.

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

33.3.4. Attendance and tardiness record.

33.3.5. Disciplinary record.

33.4. The following procedure shall apply to determining layoffs:

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

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

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

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

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

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

33.6. Bumping Rights

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

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

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

33.7. Recall

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

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

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

33.8. Status of Benefits During Layoff

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

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

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

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

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

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

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

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

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

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

33.8.10. LOA/Workers' Compensation:

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

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

Date: 5/28/2025

For the Union:

Christa Sarach
Pamela Moseley

For the Employer:

Julie Ellis

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

ARTICLE 47 – WEEKEND REQUIREMENT

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

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

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

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

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

Date: 5/23/2025

For the Union:

Pamela Unisps
Heather Cooper

For the Employer:

Julie Ellis

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

ARTICLE 48 – HOLIDAY SCHEDULING

48.1 Holidays Defined

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

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

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

48.2 Recognized holidays for the purpose of holiday pay:

13. New Year's Day

14. Memorial Day

15. July 4th

16. Labor Day

17. Thanksgiving Day

18. Christmas Day

48.3 Holiday Pay

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

48.4 Holiday Scheduling

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

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

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

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

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

Date: 5/23/2025

For the Union:

Pamela Unisipis
Heather Cooper

For the Employer:

Julie Ellis

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ARTICLE 51- ON-CALL

51.1.2. On-Call Pay

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

Date: 5/28/2025

For the Union:

Christa Sarrice
Pamela Unis

For the Employer:

Julie Ellis

TENTATIVE AGREEMENT BETWEEN
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ARTICLE 54 RETIREE MEDICAL TRUST

54.1 General Contribution from Wages

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

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

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

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

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

Date: 5/28/2025

For the Union:

Christa Sauer
Patricia Miller

For the Employer:

Julie Ellis

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

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

Date: 5/23/2025

For the Union:

Pamela Unisqa
Heather Cooper

For the Employer:

Jillie Ellis

**TENTATIVE AGREEMENT BETWEEN
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ARTICLE 66 - MANAGEMENT RIGHTS (Amend)

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

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

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

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

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

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

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

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

Date: 5/23/2025

For the Union:

Pamela Unzueta
Heather Cooper

For the Employer:

Jillie Ellis