

## MEMORANDUM OF AGREEMENT

The Massachusetts Nurses Association (the "Association") and The Brigham and Women's Hospital (the "Hospital"), having completed collective bargaining negotiations, have reached a tentative agreement on the following terms:

1. Duration

October 24, 2011-February 23, 2013

2. Wages

Effective the first payday at least two weeks following ratification, provide a 1% bonus (calculated based on the nurse's base hourly rate and scheduled hours) to each full-time, regularly scheduled part-time and irregularly scheduled part-time nurse at the top of the wage scale as of October 24, 2011, and a \$500.00 bonus to each per diem nurse at the top of the wage scale as of October 24, 2011.

For all nurses:

Effective September 2, 2012, a .5% (one-half of one percent) across the board increase.

Effective November 4, 2012, a .5% (one-half of one percent) across the board increase.

3. Hours of Work

Amend the fourth sentence of Section 6.1 by deleting "October 23, 2011" and replacing it with "February 23, 2013".

4. Paid Sick Leave

Amend the first sentence of Section 9.3f by changing "October 1, 2009 through October 23, 2011" to "October 24, 2011 through February 23, 2013" and amend the last sentence of Section 9.3f by deleting "October 23, 2011" and replacing it with "February 23, 2013".

5. Continuation of Benefits

Amend the first sentence of Section 17.1 by deleting "October 23, 2011" and replacing it with "February 23, 2013".

6. Extension of Side Letters

Extend the Temporary Staffing and Omnicell side letters for the duration of the contract.

7. Family and Medical Leave Act

Add the following at the end of Section 10.8: "Effective October 24, 2011, while a nurse is on jury duty (including grand jury duty) or military leave, the Hospital shall credit the nurse's regularly scheduled hours during the period of such leave toward eligibility for FMLA leave".

8. Cancellation of Holiday Shifts

(a) Add the following as a new Section 7.8: "In the event that the Hospital determines that the number of scheduled nurses on a holiday (as defined in Section 7.1) exceeds Hospital needs, it will first offer regularly scheduled full-time and part-time nurses (including Variable Hours RNs) and irregularly scheduled part-time nurses by seniority, the opportunity on a voluntary basis to take the shift off. (Nurses who have accrued holiday time must utilize it). In the event that there are still scheduled nurses in excess of needs after following this procedure, the Hospital will then cancel nurses in the order set forth in Section 6.7(c)(2)."

(b) The side letter between the parties dated December 18, 1998 shall be null and void effective with the first holiday following ratification of the terms of this Memorandum of Agreement.

9. Leave of Absence/Personal Illness

Insert the following as a new Article 10.3(a) (3): "Effective October 24, 2011, a nurse who is unable to return to work at the end of the 180 day leave (in excess of accumulated sick leave) provided in Article 10.3 (a)(1) above shall be continued in extended disability status so long as the nurse is receiving either sick leave benefits or benefits under the Hospital's long-term disability insurance plan or provides in response to the Hospital's request (which will be made no more frequently than every four months) documentation of continuing disability. Extended disability status shall be unpaid and shall end not later than the date which is two years and ninety (90) days from the first day of the nurse's initial absence from work. The nurse's prior seniority shall not be lost during the period of extended disability status, but the nurse shall not have reinstatement rights under Article 10.4 and shall not accrue any additional benefits."

10. Active/Reserve Duty

Re-title Article 10.7(b) as "Active/Reserve Duty", and substitute new text as follows: "Effective October 24, 2011, any full-time and regularly scheduled part-time nurse who has been continuously employed for at least ninety (90) days who is required to serve on active military duty will receive supplemental pay equal to the difference between (i) the nurse's military pay and (ii) the base pay the nurse would have received for regularly scheduled hours had the nurse continued to work for the Hospital during the period of military service leave. To be eligible for supplemental pay under this section, the nurse will be required to submit a copy of her or his military orders (and must have done so at the earliest practicable time) and to provide evidence of the amount of military pay received by the nurse. A nurse may use accrued leave time during any period of military service, but shall not receive

supplemental pay with respect to any such period for which accrued leave time is used. Vacation and seniority shall continue to accrue based on scheduled weekly hours during the period of military service leave.”

#### 11. Modification of Grievance Procedure

Amend Section 12.2 by adding the following at the end of “Step 1”: “Effective for grievances filed on or after the date of ratification, for grievances concerning the termination of a nurse’s employment, Step 2 of the grievance process will not be utilized and the grievance may be advanced directly to Step 3”.

#### 12. Vacation Scheduling and Approval

- a. Amend the fifth sentence of Section 8.5 (a) to read as follows: “During Period 1 only, a full week of vacation, defined as one (1) week of budgeted hours, shall be considered first, then additional weeks shall be considered.”
  - b. Add the following as a new Section 8.5 (d): “Effective January of 2012 for Vacation Periods 1, 2 and 3 of 2012 and Period 1 of 2013 the Hospital and the Association shall conduct a Pilot consisting of the following:
    - Thirty days prior to the “Initiation of Request” date, the Hospital will post “grids” indicating nurses’ choices during each vacation period and the number of vacation hours available.
    - Requests for vacation shall be made electronically using a Hospital provided form (see attached form).
    - In addition to posting the vacation approvals/denials, the Hospital will post any additional available hours on the “Response Deadline”.
- This Pilot will end at the conclusion of the approval process for Vacation Period 1 of 2013 unless the Hospital and the Association mutually agree to continue it.

#### 13. Exempt Status for Nurses

Amend the parties’ collective bargaining agreement effective October 24, 2011 by making the changes specified in paragraphs 2-4 of the Hospital’s Proposal Concerning Exempt Status for Nurses which was ratified on August 2, 2011.

#### 14. Side Letters Regarding OR Staffing and AWHONN Standards, Guidelines and Recommendations

The parties agree to enter into the attached side letter regarding OR staffing and the attached letter regarding AWHONN standards, guidelines and recommendations.

15. Compensatory Day Off

Add the following as a new sentence at the end of Section 7.3: “A request for a compensatory day off will not be denied solely due to approved vacation time.” This provision shall expire on February 23, 2013.


16. Variable Hours RN Program

(a) Add the following two paragraphs after the second paragraph of Section 6.7(a): “For the period October 24, 2011 through February 23, 2013, the preceding paragraph shall not be effective, and the provisions of this paragraph shall govern. The Hospital will determine the number of variable hour R.N. positions; provided, however, that the number of such positions Hospital-wide shall not exceed twenty-five percent (25%) of the budgeted FTE R.N. complement in the Hospital. The Hospital will not lay off a nurse in order to create a variable RN position.


As of February 24, 2013, the preceding paragraph shall cease to be effective and the provisions of the second paragraph of this section shall govern. If, as of October 1, 2013, the number of variable hour RNs in any unit exceeds thirty percent (30%) of the budgeted FTE R.N. complement on that unit, the Hospital shall offer on a seniority basis the ability for a nurse to convert to a non-variable position on the unit with the same shift and base hours as her/his variable position until the number of variable hour RNs on the unit no longer exceeds thirty per cent (30%) of the budgeted FTE R.N. complement on that unit, except that there may be one (1) variable hours R.N. position in any unit where thirty percent (30%) of the budgeted FTE R.N. complement is less than one (1) FTE.”

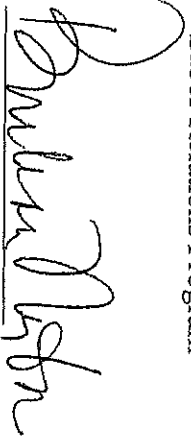
(b) Add the following at the end of Section 11.2: “For the period October 24, 2011 through September 30, 2013, the preceding sentence shall not be effective, and the provisions of this sentence shall govern: A nurse who has five (5) or more years of seniority in the bargaining unit may opt to fill a posted variable hour position as a non-variable position. As of October 1, 2013, the preceding sentence shall cease to be effective and the provisions of the ninth sentence of this section shall govern.”

THE BRIGHAM AND WOMEN'S  
HOSPITAL, INC.

BY:   
Jacqueline A. Somerville, RN, Ph.D.  
Senior Vice President for Patient Care Services  
and Chief Nursing Officer

THE MASSACHUSETTS  
NURSES ASSOCIATION

BY:  12/2/11  
Shelley Reever  
Associate Director  
Labor Relations Program

BY:   
Barbara Norton, RN  
Chairperson  
12/5/11



# BRIGHAM AND WOMEN'S HOSPITAL

Department of Nursing Vacation Request Form

Vacation Period	Request Deadline	Response Deadline
* I: 5/15 to 9/14	3/15	4/15
II: 9/15 to 1/14	7/15	8/15
III: 1/15 to 5/14	11/15	12/15

\* A full week vacation will be considered first in Period I ONLY

Last Name:  First Name:

Employee #

Office Use ONLY

Work on:  Scheduled hours per week:  Request Type:

Signature:

This is for Vacation Requests only. Please use the paper form for all other changes and requests.

To begin: Click on the SUNDAY DATE box, then Click on the Drop Down arrow to reveal the calendar.

Be Careful to choose The Correct Date! Then click outside the box and the remaining dates for the will fill in automatically.

This is my first choice for time off

Sun	Mon	Tue	Wed	Thur	Fri	Sat
9/25/11	9/26/11	9/27/11	9/28/11	9/29/11	9/30/11	10/1/11
VAC	VAC	VAC	VAC	VAC	VAC	VAC

ON this ROW, write in "VAC" or choose it from the drop down

This is my second choice for time off

Sun	Mon	Tue	Wed	Thur	Fri	Sat
10/9/11	10/10/11	10/11/11	10/12/11	10/13/11	10/14/11	10/15/11
VAC	VAC	VAC	VAC	VAC	VAC	VAC

Comments- Please type in the box below:

This is my third choice for time off

Sun	Mon	Tue	Wed	Thur	Fri	Sat
12/25/11	12/26/11	12/27/11	12/28/11	12/29/11	12/30/11	12/31/11
VAC	VAC	VAC	VAC	VAC	VAC	VAC

If I would like to put in for vacation. My first and second choices are indicated. also want a vacation day on 12/30/11 that!

This is my fourth choice for time off

Sun	Mon	Tue	Wed	Thur	Fri	Sat
Click here						

Submit instructions: Submit button - then SEND

NOTE: a copy of this form will be saved in your "sent" folder in Outlook. If you would like a copy of your records, click Print

DO NOT ENTER INFORMATION IN THIS SECTION IF NOT SET IN BLANK. YOUR REQUEST WILL NOT BE PROCESSED

Comments from the Nurse Director

Nurse Director Response:

Approved date: 10/6/2011

Signature:

Pending sufficient level of vacation time at the actual time of the vacation; unpaid time will not be granted

October 24, 2011

Shelley Reever  
Associate Director of Labor Relations  
Massachusetts Nurses Association  
340 Turnpike Street  
Canton, MA 02021

Dear Shelley:

Brigham and Women's Hospital (the "Hospital") and the Massachusetts Nurses Association hereby agree as follows, with respect to issues discussed concerning OR staffing:

1. The Hospital is committed to a process designed to provide staffing that is safe and effective. In this process, the Hospital will assess OR staffing levels on each shift in light of a variety of factors, such as acuity, volume and skill mix.
2. The Hospital is committed to avoiding staffing decisions or practices which would have the effect of preventing an OR nurse from completing an orientation or cross-training.
3. The Hospital will meet with five representatives of the MNNA on a monthly basis for each of the six months following the date of ratification to discuss staffing in the OR. At the end of this six month period, the parties shall discuss the advisability of further meetings.

Sincerely,

Jacqueline G. Somerville, PhD, RN  
Senior Vice President, Patient Care Services  
Chief Nursing Officer

ACCEPTED AND AGREED:  
MASSACHUSETTS NURSES ASSOCIATION

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October 24, 2011

Shelley Reever  
Associate Director of Labor Relations  
Massachusetts Nurses Association  
140 Turnpike Street  
Canton, Massachusetts 02021

Dear Shelley:

The Hospital has stated its commitment to staffing CWN post-partum units (units 8, 9 and 10) and Labor and Delivery according to AWHONN's "existing applicable professional standards and guidelines" (the "AWHONN standards and guidelines"), as appearing in the left-hand column of AWHONN's 2010 "Guidelines for Professional Registered Nurse Staffing for Perinatal Units" (the "2010 Guidelines"). To the extent, if at all, that the Hospital is not currently meeting the AWHONN standards and guidelines (left column), I will ensure that steps are taken promptly to address any non-compliance. The Hospital has also committed to evaluate striving toward meeting the recommendations appearing in the right-hand column of AWHONN's 2010 Guidelines. In addition, the Hospital has committed to assessing patient satisfaction (including, but not limited to, written and verbal feedback from patients and staff received over the past year) with respect to lactation services and has committed to evaluating lactation resources available to patients.

The Hospital will meet with CWN representatives of the MNA, including the chair, vice-chair, and MNA Associate Director, on a monthly basis for each of the 6 months following the date of ratification, to discuss the implementation of the AWHONN standards and guidelines. At the end of this 6 month period, the parties shall discuss the advisability of further meetings.

We will continue to monitor and adjust our staffing plans in these and all other units. We welcome the Association's continued participation in this process.

Sincerely,

Jackie Somerville,  
Senior Vice President, Patient Care Services  
Chief Nursing Officer

Effective October 23, 2011

	Step 1	Step 2*	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Staff Nurse		\$ 30.50	\$ 32.07	\$ 33.63	\$ 35.36	\$ 37.05	\$ 38.94	\$ 40.92	\$ 42.88	\$ 45.11	\$ 47.36	\$ 49.72	\$ 52.21	\$ 54.81	\$ 57.56	\$ 60.42	\$ 63.45	\$ 66.66
Nurse in Charge	\$ 32.07	\$ 33.63	\$ 35.36	\$ 37.05	\$ 38.94	\$ 40.92	\$ 42.88	\$ 45.11	\$ 47.35	\$ 49.72	\$ 52.21	\$ 54.81	\$ 57.59	\$ 60.45	\$ 63.48	\$ 66.63	\$ 69.96	\$ 73.48
Midwife Staff Education Instructor, BS	\$ 33.63	\$ 35.36	\$ 37.05	\$ 38.94	\$ 40.92	\$ 42.88	\$ 45.11	\$ 47.36	\$ 49.72	\$ 52.21	\$ 54.81	\$ 57.53	\$ 60.39	\$ 63.40	\$ 66.59	\$ 69.93	\$ 73.43	\$ 77.13
Clinical NS, BS Nurse Anesthetist Staff Education Instructor, MS Nurse Practitioner Midwife, BS	\$ 35.36	\$ 37.05	\$ 38.94	\$ 40.92	\$ 42.88	\$ 45.11	\$ 47.36	\$ 49.72	\$ 52.21	\$ 54.81	\$ 57.54	\$ 60.48	\$ 63.51	\$ 66.66	\$ 70.01	\$ 73.50	\$ 77.17	\$ 81.06
Clinical NS, MS Nurse Practitioner, MS Midwife, MS Nurse Anesthetist, MS	\$ 37.05	\$ 38.94	\$ 40.92	\$ 42.88	\$ 45.11	\$ 47.36	\$ 49.72	\$ 52.21	\$ 54.81	\$ 57.53	\$ 60.48	\$ 63.42	\$ 66.58	\$ 69.90	\$ 73.44	\$ 77.07	\$ 80.93	\$ 85.02

Effective September 2, 2012

	Step 1	Step 2*	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Staff Nurse		\$ 30.65	\$ 32.23	\$ 33.80	\$ 35.54	\$ 37.24	\$ 39.13	\$ 41.12	\$ 43.09	\$ 45.34	\$ 47.60	\$ 49.97	\$ 52.47	\$ 55.08	\$ 57.85	\$ 60.72	\$ 63.77	\$ 66.99
Nurse in Charge	\$ 32.23	\$ 33.80	\$ 35.54	\$ 37.24	\$ 39.13	\$ 41.12	\$ 43.09	\$ 45.34	\$ 47.59	\$ 49.97	\$ 52.47	\$ 55.08	\$ 57.88	\$ 60.75	\$ 63.80	\$ 66.96	\$ 70.31	\$ 73.85
Midwife Staff Education Instructor, BS	\$ 33.80	\$ 35.54	\$ 37.24	\$ 39.13	\$ 41.12	\$ 43.09	\$ 45.34	\$ 47.60	\$ 49.97	\$ 52.47	\$ 55.08	\$ 57.82	\$ 60.69	\$ 63.72	\$ 66.92	\$ 70.28	\$ 73.80	\$ 77.52
Clinical NS, BS Nurse Anesthetist Staff Education Instructor, MS Nurse Practitioner Midwife, BS	\$ 35.54	\$ 37.24	\$ 39.13	\$ 41.12	\$ 43.09	\$ 45.34	\$ 47.60	\$ 49.97	\$ 52.47	\$ 55.08	\$ 57.83	\$ 60.78	\$ 63.83	\$ 66.99	\$ 70.36	\$ 73.87	\$ 77.56	\$ 81.47
Clinical NS, MS Nurse Practitioner, MS Midwife, MS Nurse Anesthetist, MS	\$ 37.24	\$ 39.13	\$ 41.12	\$ 43.09	\$ 45.34	\$ 47.60	\$ 49.97	\$ 52.47	\$ 55.08	\$ 57.82	\$ 60.78	\$ 63.74	\$ 66.91	\$ 70.25	\$ 73.81	\$ 77.46	\$ 81.33	\$ 85.45

\*Step 2 is hiring rate

Figures subject to verification.

**Effective November 4, 2012**

	Step 1	Step 2*	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Staff Nurse		\$ 30.80	\$ 32.39	\$ 33.97	\$ 35.71	\$ 37.42	\$ 39.33	\$ 41.33	\$ 43.31	\$ 45.56	\$ 47.83	\$ 50.22	\$ 52.73	\$ 55.36	\$ 58.14	\$ 61.03	\$ 64.09	\$ 67.32
Nurse In Charge	\$ 32.39	\$ 33.97	\$ 35.71	\$ 37.42	\$ 39.33	\$ 41.33	\$ 43.31	\$ 45.56	\$ 47.82	\$ 50.22	\$ 52.73	\$ 55.36	\$ 58.17	\$ 61.06	\$ 64.12	\$ 67.30	\$ 70.66	\$ 74.22
Midwife Staff Education Instructor, BS	\$ 33.97	\$ 35.71	\$ 37.42	\$ 39.33	\$ 41.33	\$ 43.31	\$ 45.56	\$ 47.83	\$ 50.22	\$ 52.73	\$ 55.36	\$ 58.11	\$ 61.00	\$ 64.04	\$ 67.26	\$ 70.63	\$ 74.17	\$ 77.91
Clinical NS, BS Nurse Anesthetist Staff Education Instructor, MS Nurse Practitioner Midwife, BS	\$ 35.72	\$ 37.42	\$ 39.33	\$ 41.33	\$ 43.31	\$ 45.56	\$ 47.83	\$ 50.22	\$ 52.73	\$ 55.36	\$ 58.12	\$ 61.09	\$ 64.15	\$ 67.33	\$ 70.71	\$ 74.24	\$ 77.94	\$ 81.88
Clinical NS, MS Nurse Practitioner, MS Midwife, MS Nurse Anesthetist, MS	\$ 37.43	\$ 39.33	\$ 41.33	\$ 43.31	\$ 45.56	\$ 47.83	\$ 50.22	\$ 52.73	\$ 55.36	\$ 58.11	\$ 61.09	\$ 64.06	\$ 67.25	\$ 70.60	\$ 74.18	\$ 77.84	\$ 81.74	\$ 85.88

\*Step 2 is hiring rate

*Figures subject to verification.*