

September 8, 2011

Dear BWH RN:

We started contract negotiations with the hospital on August 29 and are enclosing copies of both the MNA's and Brigham's proposals. As you will see, the hospital's package included the following proposals which would diminish or eliminate many of your current benefits:

- Eliminate double-time
- Ability to assign RNs to other BWH locations (Foxboro, 850 Bolyston, etc.)
- Require all newly-hired RNs to go into the Flex (Insurance) Program
- Eliminate 5 sick days and 2 paid holidays and add 4 vacation days (7 days taken away plus 4 added equals a total of 3 days taken away) – all to be pro-rated
- Increase the number of Variable Program RNs to 50% (from the current 30%)

We heard you all loud and clear while we prepared for negotiations – NO TAKE-AWAYS! Rest assured that we will hold the line and keep you updated on a regular basis. Our next two sessions are scheduled for September 12 and September 20.

Please feel free to contact any one of us with any questions or concerns.

In Unity,
Your MNA Negotiating Committee

Barbara Norton, Chairperson, NICU
Marian Wright, Treasurer, CWN9
Susan Tartaglia, Membership, Care Coord.
Mary Anne Dillon, 3BC
Connie Gasset, AMB GYN
Dianne Griffin, 5A
Sandra Abber, 16AB
Kristen Robishaw, NICU
Susan McNeely, 8AB

Michael Robinson, Vice-Chair, ER
Judy Lydon, Secretary, CWN8
Judith Racowsky, CWN9
Trish Powers, OR
Jean Cabral, 9E
Kathy McPherson, L&D
Michael Savoy, ER
Laurie Demeule, Cath Lab.

Enclosures (2)

MNA'S PROPOSALS

Proposals
Submitted on Behalf of
The Massachusetts Nurses Association
To
Brigham and Women's Hospital
(August 29, 2011)

The effective date for all proposals is October 24, 2011.

1. Article 5 – Salary

- A. Increase the salary scale by four percent (4%) across the board.
- B. Create a new Step 19 five percent (5%) above the current Step 18.

2. Article 7.3 – Compensatory Time Off

Add: A request for a compensatory day off will not be denied due to approved vacation time.

3. Article 7.8 – Cancellation of Holiday Shifts

Delete the December 18, 1998 Side Letter concerning the cancellation of holiday shifts and substitute the following:

“In the event that the Hospital determines that the number of scheduled nurses on a holiday 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 6.7c(2) of the parties’ collective bargaining agreement.”

4. Article 8.5(a) – Vacations/Scheduling and Approval

- A. In the fifth sentence (“A full week of vacation . . .”), add at the beginning: “During Period 1 only. . .”.
- B. Add: 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.
- C. In addition to posting the vacation approvals/denials, the Hospital will post any additional available hours on the Response Deadline.

5. Article 9.3(f) – Paid Sick Leave/Sick Time Cash-out

Delete last sentence (sunset clause).

6. Article 9.6 – Flexible Benefits Program

Delete the third sentence and substitute: “Nurses shall have the option, annually, during the open enrollment period, to choose between the Flexible Benefits Program and the benefits offered under Article 9.1 (“MNA Benefits”).”

7. Article 10.3(a) – Leave of Absence/Personal Illness

In Section (1) delete “one hundred and eighty (180) calendar days” and substitute: “Two (2) calendar years. Nurses who return within the number of days equal to their accumulated sick leave plus 180 days shall be entitled to reinstatement rights under Article 10.4.”

8. Article 10.7(b) – Reserve Duty
 - A. Retitle “Active/Reserve Duty”
 - B. Delete section and substitute: “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 duty will receive pay to supplement her or his regular week’s salary. She or he will be required to submit evidence of the amount of base salary she or he receives for his or her tour of duty. Seniority and benefits will continue to accrue based on hired weekly hours.”

9. Article 10.8 – Family and Medical Leave Act

Add: “Jury duty (including grand jury) and military leave shall be counted toward hours worked for purposes of calculating eligibility for FMLA leave.”

10. Article 11.7- Professional Development
 - A. In section (a) delete “\$2,600” and substitute “\$5,000.”
 - B. In section (b) delete “five hundred dollars (\$500)” and substitute “one thousand dollars (\$1000).”

11. Article 11.20(d) – Parking

Delete current sentence and replace with: “Parking rates for on-site and off-site lots will be frozen at the rates in effect as of October 23, 2011.”

12. Article 11.30 – Management/Patient Care Assignments

All Nursing Department managers shall assume a full patient care assignment four (4) times per calendar year, including one (1) night shift and one (1) weekend shift.

13. Article 17.1 – Environmental and Occupational Health and Safety/Continuation of Benefits:

In the first sentence delete “October 23, 2011” and substitute “September 30, 2012.”

14. Article 22 - Duration

Delete “October 23, 2011” and substitute “September 30, 2012.”

15. Side Letters

Extend the Temporary Staffing and Omnicell Side Letters for the duration of the contract.

16. AWOHNN Professional Standards/Recommendations

Discussion item – proposal may follow.

17. Patient Care Assistants

Discussion item – proposal may follow.

18. CWN 7

Discussion item – proposal may follow.

19. Article 9.3(c) – Paid Sick Leave

Discussion item

BRIGHAM AND WOMEN'S HOSPITAL – MASSACHUSETTS NURSES ASSOCIATION
HOSPITAL'S INITIAL PROPOSALS
August 29, 2011

1. ***Four Hour Shifts Sunset Provision*** – Delete the fourth sentence of Section 6.1.
2. ***Double Time/Shift Bonus (components can only be accepted as a package)-***
 - a. ***Double-time*** – Delete the third sentence in Section 6.3.
 - b. ***Shift Bonus*** – Add new section 6.8, as follows: “When the Hospital determines that additional staffing resources are appropriate in a specific unit on a particular shift, the Hospital may authorize the payment of a shift bonus in such amount(s) as the Hospital may determine from time to time for regularly scheduled nurses who volunteer to work that shift in that unit as an extra shift. Any such bonus shall be paid to a regularly scheduled nurse who volunteered for that shift prior to the announcement of the shift bonus. A nurse must work the shift for which she/he volunteers in order to be eligible for the bonus.
3. ***Variable Hours RN Program*** – In the first sentence of the second paragraph of Section 6.7(a), replace “thirty percent (30%)”, each time it appears, with “fifty percent (50%)”.
4. ***Vacation Requests*** – Add at the end of Section 8.5(a) the following: “Requests shall be made electronically, using Hospital-provided forms.”
5. ***Medical Insurance*** – Rewrite first sentence of Section 9.1 as follows: “All full-time and regularly scheduled part-time nurses, other than nurses hired on or after October 1, 2011, shall have the option to be covered by Blue Cross-Blue Shield or the Harvard Community Health Plan as in effect at the Hospital on January 1, 1977, except as it may be improved in favor of nurses.”
6. ***Vacation, Holiday and Sick Time Package Proposal (components can only be accepted as a package) –***
 - a. In Section 7.1, change “eleven (11)” to “nine (9)” and delete [Patriot’s Day] and [Veteran’s Day], effective January 1, 2012. At the end of the Section, add the following: “A nurse who is a current or former member of the United States military may, at the nurse’s option, designate Veteran’s Day as a paid holiday and shall, in that event, forgo one of the holidays listed above to be determined by the nurse’s manager after consultation with the nurse.”
 - b. Add at the end of Section 8.1(a) the following: “Effective the first full payroll week on or after January 1, 2012, Staff Nurses and Nurses-in-Charge with less than three (3) years of service shall accrue vacation benefits at the rate of 2.9231 hours per week in the employ of the Hospital (19 days per year). After three (3) years, the rate shall be 3.6923 hours per week (24 days per year). After ten (10) years, the rate shall be 4.4615 hours per week (29 days per year).”

- c. Add at the end of Section 8.1(b): “Effective the first full payroll week on or after January 1, 2012, nurses in all other classifications shall accrue vacation at the rate of 3.6923 hours per week (24 days per year). After ten (10) years, the rate shall be 4.4615 hours per week (29 days per year).”
 - d. Add after the first sentence in Section 9.3(a) the following: “Effective the first full payroll week on or after January 1, 2012, full-time nurses will accrue paid sick leave at the rate of .0583 days for every month worked (seven (7) days per year) and extended sick leave at the rate of .25 days for every month worked (three (3) days per year).”
7. ***Temporary Assignments to other Hospital Locations*** – Add new Article XXII (and re-number current Article XXII) as follows: “The Hospital may temporarily assign a nurse from one of its locations (*e.g.*, 75 Francis Street, 850 Boylston Street, Patriot Place, Foxboro) to another of its locations. Except with the agreement of a nurse or in an emergency, such assignments shall be preceded by at least 24 hours’ notice. Any such assignment shall be subject to the requirements of Article XVI (Floating). In making such assignments, the Hospital shall first seek volunteers, and shall otherwise assign on a rotating basis by inverse seniority among all qualified nurses.”
8. ***Timely Processing of Grievances*** – Hold for discussion; proposal may follow
9. ***Timely Holding of Investigatory Meetings*** – Hold for discussion; proposal may follow
10. ***Exempt Status (Housekeeping Matter)*** - Incorporate on-going contract language changes as previously agreed to per the Exempt Status Proposal.