

November 25, 2013

Dear BWH RN:

It took 11 months and 23 sessions to secure a Tentative Agreement for our new contract. The Hospital, by proposing a new benefit time system, thought they could divide and conquer us. They did not. This agreement cements our unity and prohibits management from imposing a two-tiered benefit system on us. A voluntary system for all nurses and grandfathering language that protects us today and into the future was hard fought but well worth the effort. The tentative agreement is enclosed for your review. Highlights include:

- Duration - February 23, 2013 - September 30, 2015
- Benefit Time (BT) - will be voluntary for ALL nurses.
 - Current RNs will have one-time opportunity to opt in to the BT program; otherwise will remain in current system.
 - New hires will have one-time opportunity to opt out of the program during their hospital orientation.
 - MNA Membership representative will have additional time at hospital orientation to discuss/educate new hires prior to nurses making choice regarding BT vs. traditional benefits.
- Salary
 - ATB (across the board) 1% increase for all nurses retroactive to 9/29/13
 - ATB 1% increase 9/28/14
 - Nurses currently receiving salary steps over 2 yr contract will receive a total of 10% step raises with the 2% ATB raises = 12% over the life of the contract.
 - Nurses at the top of scale will receive in addition to 2% ATB raises a one-time bonus:
 - * 30 or more hours - \$1000
 - * 20 - 29 hours - \$500
 - * Less than 20 hours/per diems - \$250
- Staffing Language - the hospital has agreed to utilize staffing strategies to provide a level of nurse staffing to address foreseeable admissions. (Expires 9/30/15 so we can reassess)
- 2 MNA appointees to the New Product Approval Committee.
- Professional Development Reimbursement- increased to \$750.00
- Continuation of medical benefits for Air Quality RNs

Ratification meetings will be held on:

Date: Monday, December 16
Location: Duncan Reid Conference Room (off the Pike)
Times: 6:30am – 8:00am
2:00pm – 4:00pm
6:00pm – 8:00pm
10:30pm – 12:00MN

In addition, a question and answer session will be held:

Date: Monday, December 9
Location: Duncan Reid Conference Room
Time: 6:00pm – 8:00pm

Finally, a draft of the tentative contract highlighting a few substantive and several editorial changes that will be made as a result of adding Benefit Time as an option will be available on the MNA/BWH website (mnabwhrn.org) for your review.

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

In Unity,

Barbara Norton, Chair, NICU
Michael Robinson, Vice-Chair, ER
Marian Wright, Treasurer, CWN9
Judy Lydon, Secretary, CWN8
Kelly Morgan, Membership, L&D

Judith Racowsky, CWN9
Trish Powers, OR
Connie Gasset, AMB GYN
Jean Cabral, Sh 9
Dianne Griffin, 5A
Kathy McPherson, L&D

Sandra Abber, OR
Michael Savoy, ER
Kristen Robishaw, NICU
Laurie Demeule, EP
Denise Peterson, OR
Susan McNeely Demby, L&D

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. Article 22 - Duration

February 23, 2013 – September 30, 2015

2. Article 17.1 - Continuation of Benefits (for Air Quality Nurses)

Amend the first sentence of Section 17.1 by deleting “February 23, 2013” and replacing it with “September 30, 2015.”

3. Extension of Side Letters

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

4. Article 8.5 - Vacation Scheduling and Approval

a. Amend the introductory clause of Section 8.5 (d) to read as follows: “Effective January of 2012 for Vacation Periods 1, 2 and 3 of 2012 – 2015, the Hospital and the Association shall conduct a Pilot consisting of the following:”

b. Delete the last sentence of Section 8.5 and replace with the following: “This Pilot will end at the conclusion of the approval process for Vacation Period 3 of 2015 unless the Hospital and the Association mutually agree to continue it. Upon request of the Association, the Executive Director of Business Operations for the Hospital’s Department of Nursing shall meet with the Association’s Bargaining Committee at the conclusion of the approval process for each Vacation Period to discuss any issues or concerns the Association may have with the Pilot process.”

5. Article 11.7 - Professional Development

Amend the next to the last paragraph of Section 11.7 b. to read as follows:

“Reimbursement for registration, travel, lodging and meals will be a maximum of five hundred dollars (\$500) per fiscal year for presenter, panel participant, poster or exhibit session presenter or attended. Effective October 1, 2013, such maximum will be seven hundred and fifty dollars (\$750). Reimbursement will be given upon the proof of attendance at the conference and presentation of receipts.”

6. Article 19 - Staffing

In Article XIX, add the following two sentences at the end of the first paragraph: “The Hospital will utilize a variety of staffing strategies, which may include the use of variable

hour nurses, float pool nurses, per diem nurses and other strategies, reasonably calculated to provide a level of nurse staffing determined by the Hospital to address foreseeable admissions. The provisions of the preceding sentence shall cease to be effective on September 30, 2015.”

7. Article 5.1 - Wages

Effective the first payday at least two weeks following ratification, provide a bonus to nurses at the top step of the salary schedule as of the date of ratification, as follows:

Nurses at top step and regularly scheduled 30 or more hours, \$1,000.

Nurses at top step and regularly scheduled 20-29 hours, \$500.

Nurses at top step and regularly scheduled fewer than 20 hours, or Per Diem nurses at top step, \$250.

For all nurses:

Effective September 29, 2013, a 1% (one percent) across the board increase.

Effective September 28, 2014, a 1% (one percent) across the board increase.

8. Article 11.30 - New Products Committee

Add the following as a new Section 11.30: “The Hospital shall appoint two (2) members of the bargaining unit, as designated by the Association, to the New Product Approval Committee, and shall pay such members for time spent attending meetings of the Committee. These members will enjoy the same rights within the Committee as all other members of the Committee.”

9. Article 6.7 - Variable Hours R.N. Program

In Article 6.7(a), in the third paragraph change “October 24, 2011 through February 23, 2013” to read “February 24, 2013 through September 30, 2015.”

In Article 6.7(a), in the fourth paragraph, change “February 24, 2013” to read “October 1, 2015” and change “October 1, 2013” to read “April 30, 2016”.

In Article 11.2, change the last three sentences to read as follows: “A nurse who has seven (7) or more years of seniority in the bargaining unit may opt to fill a posted variable hour position as a non-variable position. For the period February 24, 2013 through April 30, 2016, 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 April 30, 2016, the preceding sentence shall cease to be effective and the provisions of the ninth sentence of this section shall govern.”

10. Article 6.1 - Hours of Work – Four Hour Shifts

Amend the seventh sentence of Section 6.1 by deleting “February 23, 2013” and replacing it with “September 30, 2015.”

11. Article 9.3 - Sick Leave Cash Out

Amend the last sentence of Section 9.3.f. by deleting “February 23, 2013” and inserting “September 30, 2015”.

12. Benefit Time/Short-Term Disability/Medical Insurance Premium Reimbursement Articles and Conforming Changes

See attached.

13. Screen shots

In connection with the introduction of the Benefit Time option, the parties have agreed that prior to implementing the mechanism by which covered individuals will be asked to choose the paid time off program in which they wish to participate, the Hospital will provide the MNA committee an opportunity for a demonstration of the “screen shots”.

14. Article 9.6 - Association Activities

Revise the next to the last sentence of the first paragraph of Section 9.6 to read as follows: “The Association’s representative will be provided an opportunity during Hospital orientation to discuss medical insurance options available to nurses.” Revise Section 4.1 by deleting the fourth sentence and inserting the following as new fourth and fifth sentences in Section 4.1: “The Hospital agrees to allow an Association representative to speak at all Hospital orientation sessions for forty-five (45) minutes regarding the Association, medical insurance options, and paid time off options. A Hospital representative may be present during the discussion of medical insurance options and paid time off options.”

15. Side Letter Regarding Withdrawal of Last Sentence from Hospital’s Short-Term Disability Insurance Proposal

The parties agree to enter into the attached side letter regarding the withdrawal of the last sentence of the Hospital’s Short-Term Disability Insurance Proposal.

16. Article 7.3 - Compensatory Time Off

Delete “February 23, 2013” from the last sentence in Section 7.3 and replace it with “September 30, 2015”.

THE BRIGHAM AND WOMEN'S
HOSPITAL, INC.

BY: Leo F. Buckley, Jr.
Leo F. Buckley, Jr.
Executive Director, Business Operations
Patient Care Services

THE MASSACHUSETTS
NURSES ASSOCIATION

BY: Shelley Reeve
Shelley Reeve
Associate Director
Labor Relations Program

BY: Barbara Norton, RN
Barbara Norton, RN
Chairperson
11/6/13

HOSPITAL'S REVISED PACKAGE ON BENEFIT TIME, SHORT-TERM DISABILITY
LEAVE INSURANCE AND MEDICAL INSURANCE PREMIUM REIMBURSEMENT
November 6, 2013

Short Term Disability Insurance

Add new article Short Term Disability Insurance:

“Nurses participating in the Hospital’s Benefit Time program under Article __ shall be eligible for short-term disability insurance, commencing on the later of (i) January 1, 2014 or (ii) as soon as practicable after the completion of the four week election period provided under Section 5(b) of said Article __. Coverage under the short-term disability insurance plan shall be as described in the document, “Your Group Short Term Disability Plan,” presented to the Association on July 31, 2013. Basic coverage (at the rate of 60% of weekly earnings, up to the weekly maximum) shall be provided to participating nurses at no cost. Supplemental coverage (at the rate of 75% of weekly earnings, up to the weekly maximum) shall be provided to participating nurses at a premium cost determined from time to time by the insurer. A nurse may supplement short-term disability benefits, up to 100% of the nurse’s weekly pay, using either benefit time or extended sick leave accruals. Any disputes as to eligibility for or calculation of benefits for a particular nurse shall be resolved through the claims handling procedures of the insurer, rather than as a grievance under this Agreement. The Hospital may substitute a new insurer so long as the new insurer provides benefits and eligibility which are substantially equivalent to those provided by the prior insurer.”

Medical Insurance Premium Reimbursement

Add the following as a new section 9.8:

“Effective with the first payroll period of 2013 and continuing on an annual basis thereafter (“payroll year”), a regularly scheduled part-time nurse who has elected medical insurance coverage pursuant to Section 9.1 or 9.6 and who is participating in the Benefit Time program pursuant to Article __, and who has worked hours in excess of her/his regularly scheduled weekly hours will be eligible to be reimbursed by the Hospital annually for the difference between the annual cost of the medical insurance premium paid by the nurse and the annual cost of the medical insurance premium if such cost had been based on the nurse’s average weekly number of hours worked as calculated below.

Eligibility for and calculation of the reimbursement, if any, due to a regularly scheduled part-time nurse pursuant to this Section will be as follows:

(a) A nurse’s average weekly number of hours worked during a payroll year will be calculated by dividing the total number of hours worked by the nurse during the payroll year by the number of weeks in the payroll year. Hours paid, but not worked, are not included in this calculation.

(b) The total cost of the medical insurance premium paid by the nurse during the payroll year (actual premium cost) will be compared with what the total cost of the medical insurance premium would have been if such cost had been based on the nurse's average weekly number of hours worked (revised premium cost).

(c) If the actual premium cost is greater than the revised premium cost, the Hospital shall pay the amount of the difference to the nurse. Such payment will be paid to the nurse within 30 days of the close of the payroll year, and shall be subject to applicable federal and state withholding. Notwithstanding the foregoing, for the initial reimbursement, on account of hours worked during the 2013 payroll year, payment shall be made by the later of (i) 30 days after the close of the 2013 payroll year or (ii) as soon as practicable after the completion of the four week election period provided under Section 5(b) of Article __ ("Benefit Time"). In order to be eligible for reimbursement, a nurse must be employed by the Hospital on the last day of the applicable payroll year."

Benefit Time

New Article Benefit Time

"1. Eligibility. Full-time nurses and part-time nurses regularly scheduled to work at least twenty (20) hours per week (i) who most recently become employed in a bargaining unit position after [ratification date] and who participate pursuant to the choice provided under Section 5(a) of this Article, or (ii) who have been continuously employed in a bargaining unit position since on or before [ratification date] and who elect to participate as provided in Section 5(b) of this Article, are eligible for Benefit Time (and shall be referred to as "eligible nurses" for purposes of this article) and shall not be eligible for sick leave, vacation time, holiday time or the accrual of ESL.

2. Accrual of Benefit Time.

(a) An eligible nurse will accrue benefit time hours on a weekly basis, as long as she or he remains regularly scheduled to work at least twenty (20) hours per week, in accordance with the following schedule:

Staff Nurse and NIC				
Service Requirement	Annual Accrual (FTE Hours)	Annual Accrual (FTE Days)	Carry Over Limit (FTE Days)*	Weekly Accrual
Less than 3 yrs	264	33	49.5	5.0769
After 3 yrs	304	38	57	5.8462
After 10 yrs	344	43	64.5	6.6154
After 25 yrs	376	47	70.5	7.2308

All Other Classifications				
Service Requirement	Annual Accrual (FTE Hours)	Annual Accrual (FTE Days)	Carry Over Limit (FTE Days)*	Weekly Accrual
Less than 10 yrs	304	38	57	5.8462
After 10 yrs	344	43	64.5	6.6154
After 25 yrs	376	47	70.5	7.2308

* One and one-half times the nurse's annual accrual rate.

Regularly scheduled part-time eligible nurses will accrue Benefit Time on a pro-rata basis.

b. An eligible nurse may accumulate Benefit Time up to one and one half times her or his annual accrual rate. Once an eligible nurse reaches her or his benefit time maximum, benefit time accruals will stop and will not resume until the nurse either takes time off or cashes out hours. Benefit time will no longer accrue when the nurse is on unpaid status, except as provided in Sections 10.5 and 10.6.

3. Payment of Benefit Time.

(a) Rate. Benefit Time for eligible nurses is paid at the nurse's regular base hourly rate at the time that she or he uses such time, together with off-shift differentials to the extent provided under Section 5.2(c).

(b) Maximum Amounts. Benefit Time may be taken only in substitution for regularly scheduled work hours, except as provided in Section 6.6j ("Weekend Program"). Except as so provided, the maximum amount of Benefit Time which may be taken in a work week is the nurse's then regularly scheduled hours per week.

(c) Payment Upon Termination or Ineligibility. Upon termination or upon ceasing to be eligible for further participation (for example, due to a reduction in hours), an eligible nurse who has completed ninety (90) days of continuous employment will be paid for unused accrued Benefit Time at the nurse's then regular base hourly rate.

(d) Benefit Time Cash-In. Eligible nurses may cash out Benefit Time twice each calendar year. The minimum number of hours that must remain in the Benefit Time bank are the nurse's regularly scheduled hours multiplied by two. Cash out must be done in blocks of 20 hours, beyond the minimum hours.

4. Use of Benefit Time.

(a) Use of Accrued Time Only. Except as provided in subsection (b), below, Benefit Time must be accrued before it can be used.

(b) Newly Employed Nurses. Accruals for Benefit Time commence on the 90th day of benefits eligible employment, and upon completing 90 days of such employment an eligible nurse will retroactively be credited with accruals from the first day of such employment. Newly employed nurses must complete ninety (90) days of continuous employment before they are eligible to use Benefit Time, except as provided in this subsection. If a holiday observed by the Hospital occurs during the first ninety (90) days of a nurse's employment and she or he is not scheduled to work the holiday, the newly employed nurse may upon request take BT for that day in advance. Advances will be deducted from an eligible nurse's bank once she/he has been employed for 90 calendar days.

(c) Scheduling An eligible nurse who has completed ninety (90) days of continuous employment must use accrued BT for absences from regularly scheduled work due to vacation, holiday, sickness (including illness of a parent or child) or other personal reasons, including approved leaves of absence.

i. Benefit Time Unscheduled (BTU)

Accrued BTU must be used for any time that a nurse is prevented from working her or his regularly scheduled hours due to illness, injury or other unplanned circumstances.

ii. Benefit Time Scheduled (BTS)

BTS includes hours used for scheduled absences such as time off for vacations, holidays or personal reasons. BTS is considered time worked when calculating overtime.

5. One-Time Election and Conversion to Benefit Time

(a) Voluntary Participation by Eligible Nurses. Full-time and part-time nurses who are regularly scheduled to work at least 20 hours a week (and who are not described in Section (b) below) shall either participate in Benefit Time under this Article __ or in the paid sick leave, vacation time, holiday time and ESL provisions of this Agreement, but not both. Such an eligible nurse may choose to participate in said vacation, sick leave and holiday time provisions by submitting during the nurse's first thirty (30) days of employment in a bargaining unit position written notice, on a form provided by the Hospital, of the nurse's choice to decline participation in Benefit Time; in the absence of a timely declination, an eligible nurse shall be deemed to have chosen to participate in Benefit Time. There shall be only one such opportunity to choose, and a choice once made (or deemed to have been made through the absence of timely notice declining participation in Benefit Time) may not be revoked.

(b) Special Voluntary Election by Pre-[date of ratification] Nurses. Full-time and part-time nurses who are regularly scheduled to work at least 20 hours a week and who, in either

case, have been continuously employed in a bargaining unit position since on or before [ratification date] may elect to participate in the Benefit Time program rather than in the paid sick leave, vacation time, holiday time and ESL provisions of this Agreement. Such eligible nurses (“electing nurses”) may elect to participate in the Benefit Time program by submitting written notice of election on a form provided by the Hospital. Such election shall occur during a four week period determined by the Hospital, and shall be effective as of the conversion date specified on the election form. There shall be only one such election opportunity, and an election once made may not be revoked. An electing nurse will begin to accrue Benefit Time immediately as of the effective date of the conversion, based on her/his years of service.

(c) Conversion to Benefit Time. An electing nurse’s existing vacation, holiday, extended sick leave and sick leave banks as of the conversion date will be converted as follows:

- (i) Vacation: 100% of an electing nurse’s vacation balance shall be moved to the nurse’s Benefit Time bank
- (ii) Holiday: 100% of an electing nurse’s holiday balance shall be moved to the nurse’s Benefit Time bank
- (iii) Extended Sick Leave (ESL): 100% of an electing nurse’s ESL balance will be frozen as ESL (“frozen ESL”). An electing nurse may use frozen ESL hours to supplement short term disability benefits in accordance with the Short Term Disability Program as described in the document, “Your Group Short Term Disability Plan,” presented to the Association on July 31, 2013, and to supplement long term disability benefits in accordance with the Long Term Disability Program, in each case up to a maximum of 100% of the nurse’s weekly pay.
- (iv) Sick:
 - If the electing nurse’s sick balance equals or exceeds 500 hours:
 - (I) the nurse will be paid for 5% of the balance, multiplied by the nurse’s hourly rate
 - (II) 20% of the remaining balance will be moved to the nurse’s Benefit Time bank
 - (III) all hours still remaining will be converted to frozen ESL
 - If the electing nurse’s sick bank is less than 500 hours:
 - (I) 20% of the electing nurse’s sick balance will be moved to the nurse’s Benefit Time bank
 - (ii) all remaining hours will be converted to frozen ESL.

(d) Nurses With Conversion Balances in Excess of Benefit Time Maximum. If an electing nurse’s accruals immediately after conversion, as determined under section 5(b) above, together with any one-time conversion bonus, as provided below, exceed the nurse’s benefit time maximum, benefit time accruals will not stop, but will continue for a period of 18 months following the conversion date. If, at the end of such 18 month period, the nurse’s accruals still exceed the benefit time maximum, then the nurse’s accruals will stop and will not resume until the nurse either takes time off or cashes out hours.

(e) Conversion Bonus. Effective on a one-time basis as of the date of conversion, each full-time electing nurse shall have added to her or his Benefit Time bank an additional eight hours of Benefit Time; each part-time electing nurse shall receive a pro-rated amount based on the nurse's regularly scheduled hours.

6. Effect of Changes In Eligibility Status

(a) An eligible nurse who reduces her/his scheduled hours but remains eligible for Benefit Time will be cashed out for Benefit Time accruals so as to reduce the nurse's remaining accruals to 80% of her/his new Benefit Time maximum.

(b) A non-eligible bargaining unit nurse who becomes eligible for the first time shall choose to participate or not participate in Benefit Time in the same manner as a newly-employed nurse under Section 5(a) above.

(c) An eligible nurse who has made a choice under Section 5(a) above or an election under Section 5(b) above and who thereafter becomes ineligible shall, upon later returning to eligible status, continue under the choice or election previously made.

7. Parenting Leave Pay

The Hospital will provide 60% of pay for an eligible nurse for parenting leave approved under the Family and Medical Leave Act in circumstances not qualifying for short term disability benefits, in accordance with the following schedule:

Weeks 1 and 2: Benefit time
Weeks 3 through 8: 60% parenting leave pay

Benefit time and extended sick leave accruals may be used to supplement parental leave pay, up to 100% of weekly pay

Weeks 9 through 12: Benefit time or extended sick leave.

8. Grandfathered Nurses

The parties agree that nurses who choose under section 5(a) not to participate in the Benefit Time program or who elect under Section 5(b) to continue in the paid sick leave, vacation time, holiday time and ESL provisions of this Agreement ("grandfathered nurses") shall not in the future be required to participate in the Benefit Time program. The Hospital agrees that it shall not propose in any future contract negotiations that grandfathered nurses be required to participate in the Benefit Time program, and shall not make in any future contract negotiations a proposal to modify the terms of this Section 8. This Section 8 shall survive expiration of the contract, and may be enforced by the Association through expedited arbitration, under the Expedited Labor Arbitration Rules of the American Arbitration Association, either during or after the contract's expiration date."

9. Communication Process Concerning Paid Time Off Options

- (a) This process covers the following individuals entering permanent, benefits eligible RN positions (“covered individuals”):
- i. External RN hires (*e.g.*, new grad RN hired from outside the Hospital)
 - ii. Internal hires from non-contract positions (*e.g.*, BWH PCA filling an RN position)
 - iii. Internal RN hires from benefit ineligible positions (*e.g.*, BWH per diem RN transferring into a full time RN position)
- (b) The Hospital will ensure that all covered individuals receive offer letters.
- (c) The offer letter will state that the covered individual is required to attend a Hospital benefits presentation. The offer letter will also state that the presentation will include important information concerning medical insurance options and paid time off options.
- (d) The benefits presentation will be given during Hospital Orientation on the Hospital’s main campus (75 Francis Street area).
- (e) A list of all covered individuals expected to attend the presentation will be developed by the Hospital.
- (f) Following the Hospital’s presentation on benefits issues, the MNA, as provided in Article 4.1, will be given 45 minutes to discuss the Association, medical insurance options and paid time off options. A Hospital representative may be present during the discussion of medical insurance options and paid time off options.
- (g) Identification badges worn by covered individuals in attendance at the MNA presentation will be scanned by Hospital personnel, and that information will be electronically recorded. If a covered individual’s identification badge has not yet been activated, the Hospital will manually record the individual’s attendance and then enter that data electronically.
- (h) Within three business days of the MNA presentation, the Hospital will send the Association, via email, a report showing: (i) the names of all covered individuals who were expected to attend the MNA presentation and (ii) the names of all covered individual who in fact attended the MNA presentation.
- (i) Upon request, the Hospital will provide the Association with contact information for covered individuals who were expected to attend the MNA presentation but failed to do so. The Association can then follow up with any such covered individuals.
- (j) Covered individuals will have 30 days from the date of hire into or transfer to a permanent, benefits-eligible RN position to decide in which paid time off program they wish to participate, as provided in Section 5(a), above.

October 30, 2013

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

Dear Shelley:

The parties agree that the Hospital's withdrawal of the last sentence of its Short Term Disability Insurance Proposal ("The Hospital shall provide short-term disability insurance benefits under this Agreement so long as such insurance can be obtained by the Hospital in the commercial insurance market.") shall be without precedent or prejudice. Specifically, the parties agree that the Hospital's proposal of said sentence, any discussion concerning the sentence or the issue addressed by it, and the withdrawal of said sentence shall be without precedent or prejudice and shall not be referred to or relied upon by either party in any future circumstance or proceeding.

If the above correctly sets forth the agreement between the Hospital and the MNA, please so indicate by signing below.

Sincerely,

Leo F. Buckley, Jr.
Executive Director, Business Operations
Patient Care Services

ACCEPTED AND AGREED:
MASSACHUSETTS NURSES ASSOCIATION

By: _____
Shelley Reeve Date
Associate Director of Labor Relations

February 24, 2009

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

Dear Shelley:

I am writing to set forth the terms of our recent agreement on banking of holiday hours for holidays worked and for holidays not worked. This agreement supplements the February 17, 1995 agreement between the parties. Effective May 1, 2009, a nurse will not be able to "bank" additional holiday hours if the number of "banked" holiday hours that she/he has exceed seventy-two hours. For each holiday after May 1, 2009, if a nurse's accrued holiday hours are greater than seventy-two hours after holiday hours for such holiday have been added to her/his holiday "bank", the nurse will be paid the monetary value of the holiday hours the nurse accrued for such holiday, and the requisite number of holiday hours will be deducted from the nurse's holiday bank. Such payment will be made in the payroll check for the week of the holiday. The hours reflected by such payment when combined with the hours actually worked by a nurse in the week of the holiday may exceed the nurse's regularly scheduled hours.

If the above correctly sets forth our agreement, please so indicate by signing below and returning a fully signed copy to me. I have enclosed an additional signed copy for your files.

Sincerely,

Leo F. Buckley, Jr.

ACCEPTED AND AGREED:
MASSACHUSETTS NURSES ASSOCIATION

By: _____
Shelley Reeve Date

NOTE: THIS LETTER DOES NOT APPLY TO NURSES PARTICIPATING IN THE HOSPITAL'S BENEFIT TIME PROGRAM.



BRIGHAM AND WOMEN'S HOSPITAL

Mairread Hickey, PhD, RN, FAHA
Chief Nursing Officer
Senior Vice President, Patient Care Services

October 1, 2008

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

Dear Shelley:

This is to confirm that Brigham and Women's Hospital (the "Hospital") and the Massachusetts Nurses Association (the "MNA") have agreed as follows:

1. A nurse who: (a) works sixteen (16) or more consecutive hours; (b) is scheduled to begin her/his next shift within eight (8) hours of completing the sixteen (16) or more consecutive hours; and (c) is unable to work this next shift, may, but is not required to, use accrued sick, vacation ~~or holiday time~~ ^{OR Benefit Time, as applicable} or Benefit Time, as applicable.
2. A nurse who, under the circumstances described above, is unable to work her/his next scheduled shift, must contact her/his nurse manager or assistant nurse manager or the nurse administrator on duty to report her/his inability to work her/his next scheduled shift. At the time of this call, the nurse must communicate whether she/he wishes to utilize accrued sick, vacation, ~~or holiday time~~ ^{OR Benefit Time, as applicable} or Benefit Time, as applicable.
3. Effective October 1, 1996, in considering whether a nurse has excessive absenteeism for discipline purposes, the Hospital will not consider any sick leave utilized by a nurse for a shift which began within eight (8) hours after the nurse completed working sixteen (16) or more consecutive hours.
4. The provisions of this agreement are without precedent or prejudice to any position which either party may take in any other matter.
5. The provisions of this agreement are subject to the grievance and arbitration provisions (Section 12.2) of the parties' collective bargaining agreement.

75 Francis Street, Boston, Massachusetts 02115
Tel: (617) 732-6486 | Fax: (617) 732-5831
E-mail: mhickey@partners.org



Member of PARTNERS HealthCare

If the above correctly sets forth our agreement, please so indicate by signing below and returning to me. I have enclosed an additional signed copy for your files.

Sincerely,

Mairread Hickey
Mairread Hickey, R.N., PhD, FAHA
Senior Vice President, Patient Care Services
Chief Nursing Officer

ACCEPTED AND AGREED:
Shelley Reever
Massachusetts Nurses Association

105996

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	\$ 35.72	\$ 37.43	\$ 39.33	\$ 41.33	\$ 43.31	\$ 45.57	\$ 47.84	\$ 50.22	\$ 52.73	\$ 55.36	\$ 58.11	\$ 61.08	\$ 64.06	\$ 67.24	\$ 70.60	\$ 74.18	\$ 77.85	\$ 81.74	\$ 85.88	
Nurse in Charge	\$ 32.39	\$ 33.97	\$ 35.72	\$ 37.43	\$ 39.33	\$ 41.33	\$ 43.31	\$ 45.57	\$ 47.83	\$ 50.22	\$ 52.73	\$ 55.36	\$ 58.17	\$ 61.05	\$ 64.12	\$ 67.29	\$ 70.66	\$ 74.22						
Midwife Staff Education Instructor, BS	\$ 33.97	\$ 35.72	\$ 37.43	\$ 39.33	\$ 41.33	\$ 43.31	\$ 45.57	\$ 47.84	\$ 50.22	\$ 52.73	\$ 55.36	\$ 58.11	\$ 60.99	\$ 64.04	\$ 67.25	\$ 70.63	\$ 74.17	\$ 77.91						
Clinical NS, BS Nurse Anesthetist Staff Education Instructor, MS Nurse Practitioner Midwife, BS	\$ 35.72	\$ 37.43	\$ 39.33	\$ 41.33	\$ 43.31	\$ 45.57	\$ 47.84	\$ 50.22	\$ 52.73	\$ 55.36	\$ 58.12	\$ 61.08	\$ 64.15	\$ 67.32	\$ 70.71	\$ 74.24	\$ 77.95	\$ 81.88						
Clinical NS, MS Nurse Practitioner, MS Midwife, MS Nurse Anesthetist, MS	\$ 37.43	\$ 39.33	\$ 41.33	\$ 43.31	\$ 45.57	\$ 47.84	\$ 50.22	\$ 52.73	\$ 55.36	\$ 58.11	\$ 61.08	\$ 64.06	\$ 67.24	\$ 70.60	\$ 74.18	\$ 77.85	\$ 81.74	\$ 85.88						

Effective September 29, 2013

	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		31.11	32.71	34.31	36.08	37.80	39.72	41.74	43.74	46.03	48.32	50.72	53.26	55.91	58.69	61.69	64.70	67.91	71.31	74.92	78.63	82.56	86.74	
Nurse in Charge	32.71	34.31	36.08	37.80	39.72	41.74	43.74	46.03	48.31	50.72	53.26	55.91	58.75	61.66	64.76	67.96	71.37	74.96						
Midwife Staff Education Instructor, BS	34.31	36.08	37.80	39.72	41.74	43.74	46.03	48.32	50.72	53.26	55.91	58.69	61.60	64.68	67.92	71.34	74.91	78.69						
Clinical NS, BS Nurse Anesthetist Staff Education Instructor, MS Nurse Practitioner Midwife, BS	36.08	37.80	39.72	41.74	43.74	46.03	48.32	50.72	53.26	55.91	58.70	61.69	64.79	67.99	71.42	74.98	78.73	82.70						
Clinical NS, MS Nurse Practitioner, MS Midwife, MS Nurse Anesthetist, MS	37.80	39.72	41.74	43.74	46.03	48.32	50.72	53.26	55.91	58.69	61.69	64.70	67.91	71.31	74.92	78.63	82.56	86.74						

