

**GUIDELINES REGARDING
PARAGRAPH K OF UMMHC POLICY 04-06-008**

The Regents of University of Michigan (the “Employer”) and the Michigan Nurses Association and the University of Michigan Professional Nurse Council (collectively, the “Union”) hereby agree, effective upon the last date of signing, as follows:

1. Nurses are permitted to wear apparel and gear as allowed by the Employer’s Dress and Appearance Policy, which remains in place. These Guidelines are intended to supplement and clarify Paragraph K as it pertains to nurses wearing union-related apparel.
2. Among the apparel and gear that may be worn by nurses on duty while in patient care areas or while otherwise involved in patient care, or elsewhere, provided such gear is otherwise permitted in the applicable working area, are:
 - a. Apparel and gear of any color displaying the Union logo or name;
 - b. Apparel and gear displaying the University of Michigan’s Block M logo, along with or without the current Union Logo, provided the attire is either blue, maize, or maize and blue;
 - c. Apparel displaying support of the Union without references to a dispute or disagreement with the Employer, such as “United We Stand,” “United We Bargain,” or “Nurses Strong;” and
 - d. Apparel displaying a message recognizing nurses’ contributions to patient care, without diminishing the care or contributions of other employees or the Employer, such as “Nurses Make a Difference” and “Nurses for the Good of Patients.”
3. Notwithstanding the above, apparel and gear which may interfere with the objective of providing quality care to patients and reassurance of same to patients and their families, may not be worn by nurses while on duty in patient care areas or while otherwise interacting directly with patients:
 - a. Messages that may be reasonably read or interpreted that there is discord between nurses (and the Union) with the Employer, or otherwise addresses labor/management issues, such as “Fighting for a Fair Contract;”
 - b. Messages that may be reasonably read or interpreted that Employer (including its staff) has diminished or lesser concerns regarding patient care than that held by nurses, such as “Fighting for the Good of Nurses and Patients,” “Patients Over Profits,” “Safe Staffing Saves Lives;” and “Where are the Graham Crackers?”
 - c. Messages that may be reasonably read or interpreted that patients are not receiving, or may not receive, adequate care and services; and
 - d. Graphics, symbols or redactions reasonably suggesting the above, such as a clenched or raised fist.
4. In the event a nurse is required to remove apparel or gear for violating the above guidelines the manager will articulate a basis for that directive. The nurse or union may appeal that directive by notifying the nurse’s manager within five (5) calendar days after the directive, in writing or by email. If a dispute is submitted by the nurse, the Employer will forward a copy of the dispute to the UMPNC Chair. A meeting will be arranged between the Employer and the UMPNC/MNA in an effort to

resolve the issue within the following ten (10) calendar days or other mutually agreeable time. At that meeting, the Employer will provide the Union with a written rationale that justifies its directive, and the parties will attempt to resolve any dispute consistent with the principles of the contractual dispute resolution procedure. Any dispute which is not resolved during the meeting may be submitted to arbitration by the Union pursuant to Article 47, provided, however, that written notice of intent to arbitrate must be received by the Director of Labor Relations within thirty (30) calendar days following the joint meeting. Upon joint agreement, the parties may request to submit any dispute to mediation pursuant to Article 46 Section F prior to proceeding to arbitration.

5. Practices not handled through the Paragraph 4 process shall not constitute precedent with respect to how these Guidelines may be interpreted.
6. These Guidelines shall sunset upon the execution of a successor to the parties' 2018-21 collective bargaining agreement or as otherwise agreed to by the parties.