UNIVERSITY OF MICHIGAN

to

THE MICHIGAN NURSES ASSOCIATION (MNA)

and

THE UNIVERSITY OF MICHIGAN PROFESSIONAL NURSE COUNCIL (UMPNC)

ONE YEAR COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2021 – JUNE 30, 2022

In light of current events, including the ongoing escalation of the COVID-19 pandemic, the University is proposing a one-year contract to commence on July 1, 2021 and expire on June 30, 2022, superseding the current Collective Bargain Agreement for the duration it is in effect but incorporating the terms and conditions of that agreement by reference. The additional provisions being supplied by this Agreement are as follows:

1. This one-year Agreement takes effect on July 1, 2021.

2. Upon commencement of this agreement, UMPNC bargaining unit members shall receive:

   a. A three percent (3%) compensation increase, which will be calculated based upon the Level C rate for all Framework and RSAM nurses, effective the first pay period in July 2021. Nurses in the N-4, N-5, and N-6 levels, as well as Nurse Practitioners, will receive a three percent (3%) increase effective the first pay period in July, 2021. Applicable rates are set forth in Schedule A (attached).

   b. An extension of the current step increase provision through June 30, 2022 for those nurses eligible to advance an additional step on their anniversary date, consistent with paragraphs 613 and 614 of the bargaining agreement, namely:

   SECTION C. SUBSEQUENT STEP MOVEMENT

613. Following initial placement on a step, an employee will move to at least the next higher step on the employee's anniversary date. Step increases will occur as applicable through June 30, 2021.

614. Movement to Step 14 will occur only after having been in Step 13 for 12 months and possessing 18 years of seniority with the University of Michigan. This step increase may occur when both conditions have been satisfied on either an anniversary date or new contract schedule implementation.

   c. Employees in the pay grades for Framework Levels A-F, N-3, RSAM, N-4 and N-5 in Step 13 and 14 prior to the start of the July 2021 Salary Schedule who do not receive a step increase on their anniversary during the July 2021 salary schedule will receive a $1000 lump sum bonus, prorated for appointment, in December 2021.

   d. A $500 lump sum implementation bonus, prorated to appointment, payable during the first pay period of July, 2021.
3. Any and all other provisions of the current October 10, 2018 – June 30, 2021 collective bargaining agreement between the parties are incorporated into this one-year Agreement by reference and will remain unchanged and in full force and effect through June 30, 2022.

4. The “Guidelines Regarding Paragraph K of UMMHC Policy 04-06-008” shall continue and shall sunset upon execution of a successor to the parties’ 2021-2022 collective bargaining agreement or as otherwise agreed to by the parties.

For the University:

Michelle Sullivan
Director of Labor Relations

Date

Date

For the Union:

Kathryn J. Oppenheim
UMPNC/MNA-President

Date

Date

Nancy May
Chief Nurse Executive

Date

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date
MEMORANDUM OF UNDERSTANDING

Policies and Protocols Related to COVID-19 Issues Involving Exposure, Testing, Vaccination, PPE, and Certain High Risk Employees

Date: December 18, 2020

The University of Michigan and the University of Michigan Professional Nurse Council (the “Union”), in light of the current COVID-19 pandemic, agree to the following:

1. Any and all employees who are known to have experienced a high-risk exposure event will be informed that they should contact Occupational Health Services (OHS) to discuss post-exposure testing. Additionally, COVID positive employees will be asked to identify co-workers whom they may have potentially exposed via a contract-tracing survey. Those identified as at-risk for exposure will be encouraged to contact OHS for appropriate follow-up.

2. Employees with no symptoms concerning for COVID-19 and no known exposure to COVID-19 will have the ability to be tested, at no expense, through the U-M COVID-19 Community Sampling and Tracking Program for as long as the program is in effect and subject to the program’s conditions and availability of testing.

3. Subject to Federal and State requirements and guidelines for distribution priority, the Employer will provide the COVID-19 vaccination at no cost to the employees and on a voluntary basis.

4. The Employer will adhere to MIOSHA standards with respect to the provision of PPE. Employees will be permitted to provide their own hand, eye, face, foot or body PPE only in the event that the Employer is unable to provide such due to a supply shortage. The MIOSHA administrative remedies will remain the sole remedy for any allegation that the Employer did not comply with MIOSHA General Industry Safety and Health Standards regarding Personal Protective Equipment and claims that the Employer failed to comply with this provision shall not be subject to arbitration under this Agreement.

5. Employees who are documented as being pregnant or Immunocompromised will not be assigned to care for or otherwise enter the rooms of COVID-19 patients or those who are symptomatic or being tested. Alternative work accommodation for such individuals will be explored upon the Employee’s request.

6. Implementation of this MOU is contingent upon ratification by UMPNC-MNA of the proposed one-year Contract Agreement proposed to commence on July 1, 2021 and expire on June 30, 2022.
7. For the duration of this agreement, the parties shall remain committed to working collaboratively, via the Joint Implementation Team, to address additional matters regarding the terms and conditions of employment.

8. The effects of this MOU begin immediately upon acceptance and ratification by the parties. In addition, this agreement is without prejudice or precedent to the University in the future interpretation and application of the terms of our collective bargaining agreement, or actions that the University may or may not have taken in the past, or may or may not take in the future in cases of similar circumstances.

For the University:

Michelle Sullivan  
Director of Labor Relations  12/24/2020

For the Union:

Kathryn J. Oppenheim  
UMPCA President  12/24/2020

Nancy Mey  
Chief Nurse Executive  12/24/2020

Vincent Schaub  
MNA Labor Representative  10/22/2020