

MEMORANDUM OF UNDERSTANDING
By and Between
THE UNIVERSITY OF MICHIGAN
And
THE MICHIGAN NURSES ASSOCIATION AND UNIVERSITY OF MICHIGAN
PROFESSIONAL NURSE COUNCIL
Re: COVID-19 Mandatory Vaccination

The COVID-19 vaccine is a key component of the University’s overall strategy and commitment to maintaining a safe and healthy workplace for its academic campuses and Michigan Medicine, to protect our patients, learners, and workforce members from COVID-19. Maximizing our COVID-19 vaccination rates will be key to identifying, mitigating, and managing possible infections throughout our organization, as the COVID-19 vaccine is the single most effective tool in helping combat the spread of COVID-19 and saving lives. Further, the COVID-19 vaccine is mandatory for all facility employees who do not have an approved medical or religious exemption pursuant to the Medicare and Medicaid Programs; Omnibus COVID-19 Health Care Staff Vaccination Interim Final Rule, 42 CFR Parts 416, 418, 441, 460, 482, 483, 484, 485, 486, 491, and 494, hereinafter referred to as “CMS COVID-19 Vaccine Mandate”.

The University and the Michigan Nurses Association and University of Michigan Professional Nurse Council (the MNA/UMPNC or “the Union”) are committed to meeting these mutual interests and objectives and complying with the CMS regulations mandating the COVID-19 vaccine. The parties agree that:

1. UMHS Policy “Michigan Medicine Mandatory COVID-19 Vaccination Policy,” shall apply to all MNA/UMPNC-represented employees at the University’s academic campuses and at Michigan Medicine, effective as of the execution of this Agreement.
2. Employment:
 - a. As a condition of employment, all Employees covered by the MNA/UMPNC collective bargaining agreement are required to be fully vaccinated for COVID-19 or possess an approved medical or religious exemption.
 - b. Employees who are considered unvaccinated and have not received an approved medical or religious exemption, will be subject to discipline, up to and including termination, pursuant to the collective bargaining agreement.
3. Compliance with this policy includes the following:
 - a. The Employee has received a completed COVID-19 vaccine series and submitted their proof via Wolverine Access. In the event the employee’s vaccination proof submission is rejected through Wolverine Access, the employee must resubmit the vaccine proof through Wolverine Access no later than two (2) calendar days from the date of rejection.
 - i. Bargaining unit members are required to report their COVID-19 booster status.

**University Last Best Offer
January 19, 2022**

OR

- b. The Employee has submitted an exemption (medical or religious) request pursuant to the University's standard protocol for considering exempt requests.
 - i. All exemption requests must be submitted to the Medical Exemption Review Committee (MERC) or the Religious Exemption Review Committee (RERC) by January 27, 2022.
 - ii. All exemption requests will be either approved or denied by the Medical Exemption Review Committee (MERC) or the Religious Exemption Review Committee (RERC), and notification of the determination will be sent to the Employee via their University email.
 - iii. Employees who have submitted an exemption request but have not received a response shall be considered in compliance and shall not be subject to discipline while the request is pending as long as the exemption request is received by MERC or RERC by January 27, 2022.
 - c. All Employees, regardless of vaccination status, must observe Infection Prevention COVID-19 Guidance and [mask usage guidelines](#) as promulgated by the University and/or Michigan Medicine.
4. Subject to the time limitations for receipt of vaccinations set forth in Paragraph 4, Employees who have an approved medical or religious exemption or who are not fully vaccinated must complete weekly (not to exceed seven (7) days) COVID-19 testing until they are fully vaccinated. The CDC and the University consider individuals fully vaccinated two (2) weeks after their second dose of a two-dose COVID-19 vaccine series, or two (2) weeks after a single dose vaccine. All Employees with an approved medical or religious exemption are also required to complete weekly COVID-19 testing. Weekly testing is provided at no cost to the Employee through the University's COVID-19 Sampling & Tracking Program or other designed testing program. Employees who fail to submit to weekly testing under this paragraph will be subject to discipline, up to an including termination for repeated violations.
 5. Progressive discipline for Employees who do not have the COVID-19 vaccine or an approved medical or religious exemption:
 - A. First dose of the vaccine or receipt of a one-dose vaccine: Under the CMS COVID-19 Vaccine Mandate, employees must submit proof of vaccination by January 27, 2022. Employees who have not presented proof of receipt of the first dose of the vaccine; received a single dose of a single-dose vaccine; or who have not applied for a medical or religious exemption by January 24, 2022 will receive a coaching from the manager; on the mandatory vaccine policy, and will be directed to get the vaccination at OHS. Any employee who fails to submit proof of the initial dose of the two-dose vaccine; a receipt of a single dose vaccine, or who have not applied for a religious or medical

**University Last Best Offer
January 19, 2022**

exemption by January 27, 2022 will be called into a disciplinary review conference with potential termination the same day.

****Any employee who has failed to receive the first dose of the vaccine series or a one-dose vaccine or apply to MERC or RERC for a medical or religious exemption by January 27, 2022, will be subject to a disciplinary review conference with termination the same day.**

- B. Second dose of the vaccine: Under the CMS COVID-19 Vaccine Mandate, employees must submit proof of vaccination by February 28, 2022. Any employee who fails to submit proof of vaccination by February 28, 2022, will be subject to a DRC with potential termination the same day.
- C. An employee who submitted a request for a medical or religious exemption, but the exemption is denied is required to receive the initial dose of a two-dose vaccination series or the single dose vaccine within seven (7) calendar days of notice of the exemption denial.
 - 1. If the employee fails to submit proof of the first dose of a two-dose series or receipt of a single dose vaccine within seven (7) calendar days of the exemption denial, the employee will be subject to the same progressive discipline process set forth in paragraph 4A. For employees receiving a two-dose vaccine, failure to submit proof of the second dose of the vaccine twenty-eight (28) calendar days after the first dose will result in a DRC and potential termination the same day.
 - 2. If the exemption review process prevents the employee from initiating the vaccination process prior to January 27, 2022, the employee will be placed on an unpaid personal leave of absence for a period of time that will cover the timeframe needed to achieve fully vaccinated status based on the vaccine (two-dose series or single dose) received, but not to exceed six (6) weeks from the date of the initial vaccine.
- 6. Employees whose employment is terminated for non-compliance with the mandatory COVID-19 vaccine requirements may be considered for rehire status with the University, provided the employee can present proof of fully vaccinated status against COVID-19 at that time.
- 7. In the event an employee has an adverse reaction to any dose of the COVID-19 vaccine, the employee will have access to paid time off in the following order:
 - a. Available time in the employee's PTO bank.
 - b. If the employee does not have sufficient PTO to cover the absence, he or she will have access to time off, if available, through the COVID-19 PTO Bank (this applies

**University Last Best Offer
January 19, 2022**

to only employees hired prior to June 7, 2020, who did not take a voluntary furlough).

- c. If the employee has: (i) an insufficient PTO balance and (ii) insufficient COVID-19 PTO hours or is ineligible for COVID-19 PTO hours, the employee will be paid through “Regular Pay Not Worked” (“RPN”).

8. COVID-19 prevention is an evolving process. The parties recognize it may be necessary to respond to changing circumstances and reconvene. The parties will continue to cooperate to address possible changes to this document in a manner consistent with contractual and legal requirements.

9. This agreement is without prejudice to the future interpretation and application of the terms of the collective bargaining agreement or actions the University or MNA/UMPNC may or may not have taken in the past, or may or may not take in the future, in cases of similar circumstance.

FOR THE UNIVERSITY:

FOR THE UNION:

By: _____
Michelle T. Sullivan
Director of Labor Relations

By: _____
Renee Curtis
MNA/UMPNC President

Date: _____

Date: _____