


MEMORANDUM OF UNDERSTANDING
between
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
and
UNIVERSITY OF MICHIGAN PROFESSIONAL NURSE COUNCIL/MICHIGAN NURSES
ASSOCIATION
 April 29, 2020

Re: COVID19 VOLUNTARY FURLOUGHS/REDUCTION IN WORKING HOURS

The COVID-19 pandemic has adversely affected all members of the University of Michigan community, creating personal difficulties and adding fear and uncertainty to our lives. The pandemic also has threatened the financial stability and future strength of our university. Virtually all sources of revenue the university relies on for daily operations have been impacted.

Preserving the integrity of the university will take monumental efforts on everyone's part. The University and the University of Michigan Professional Nurse Council/Michigan Nurses Association are committed to working together to mitigate many of the impacts of the Coronavirus. To meet these mutual interests and objectives, the parties agree that:

VOLUNTARY FURLOUGH

1. The furlough program outlined herein is unpaid, strictly voluntary, and must last a minimum of 60 days and no more than 120 days. Furloughs may be extended within these timeframes by agreement.
2. Voluntary furlough requests may be initiated by the employee or the unit/department.
3. Furlough requests may be approved for certain employees or groups of employees who work in units or departments determined to have operations in the present and foreseeable future that will support the time off. Additionally, employees with restrictions from a medical provider limiting their exposure to COVID-19 patients due to medical conditions of family members residing in their household may be approved for furlough. In the event more employees request a furlough than staffing needs of the unit/department can accommodate, employees will be selected for furlough on the basis of their seniority, with the Employer reserving the right to approve or deny furlough requests outside of seniority order on the basis of skill mix and experience to meet patient care needs. This reservation of rights will be exercised only in cases of absolute necessity, for example, if a combination of skills, experience, certification etc. cannot be substituted by another nurse with reasonable (just in time) training.
4. Employees classified as *probationary* may voluntarily submit a furlough request. Probationary employees granted furlough will have their probationary periods extended by the length of their furlough.
5. Employees presently on any form of Leave of Absence are not eligible for furlough.
6. Furlough requests may be submitted at any time between execution of this agreement and ~~May 8, 2020~~ May 15, 2020. 
7. All approved furloughs must begin between May 1 and May 31, 2020.
8. Final decisions regarding whether to grant an employee's furlough request are within the sole discretion of individual departments and/or units.

9. Employees may be required to return to work prior to the scheduled end of their individual furlough period and, notwithstanding paragraph 1, prior to having spent a minimum of 60 days on furlough. Any such employee will be provided with a minimum of seven (7) calendar days' notice.
10. The university will continue all contributions towards the health care costs of a furloughed employee's current health care plan. The employee's contributions to health care costs will be waived during their individual furlough period.
11. Furloughed employees remain responsible for paying their contributions to the following discretionary plans:
 - Dental
 - LTD
 - Life insurance
 - Legal
 - Vision

However, these contribution payments may be deferred, at the employee's discretion, until the furloughed employee returns to work. Employees who wish to continue to pay their contribution towards these plans will have the ability to make direct payments.

12. Employer contributions to a furloughed employee's retirement fund will not occur during the employee's individual furlough period.
13. Furloughed employees will not have the ability to use individual PTO and will not accrue PTO during their individual furlough period.
14. Furloughed employees may apply for unemployment benefits. It is acknowledged and understood that approval of unemployment benefits, including the amount of any such benefits, is at the discretion of the Michigan Unemployment Insurance Agency. While on furlough, acceptance of supplemental work outside of the University is allowed but may impact an individual's ability to qualify for unemployment benefits.
15. Furloughed employees will be returned to their current position, appointment fraction and shift at the conclusion of their individual furlough period.
16. Furloughed employees will maintain their University seniority date, as well as the individual PTO accrual amounts available to them at the time their individual furlough period began.
17. To the extent that Emergency Paid Sick Leave Act (EPSLA) and Emergency Family Medical Leave Act (EFMLA) banks have not expired pursuant to the terms of those respective leave programs, furloughed employees will maintain the EPSLA and EFMLA banks available to them at the time their individual furlough period began. Leave under EPSLA and EFMLA is not available for use during the furlough period.
18. Furloughed employees will forfeit any remaining COVID-19 PTO (80-hour bank) time that has not been used prior to their first day of furlough.

VOLUNTARY TEMPORARY REDUCTION IN WORK HOURS

19. Any employee, including probationary employees, may be offered the opportunity or request to voluntarily reduce their work hours (reduced effort) by 15 to 45 percent during a period of time ranging from 60 to 120 days. Any temporary reduction in hours is subject to the needs of the unit/department and is by mutual agreement.

20. In the event more employees request reduced hours than staffing needs of the unit/department can accommodate, employees will be selected for reduced effort on the basis of their seniority, with the Employer reserving the right to approve or deny such requests outside of seniority order on the basis of skill mix and experience to meet patient care needs. This reservation of rights will be exercised only in cases of absolute necessity, for example, if a combination of skills, experience, certification etc. cannot be substituted by another nurse with reasonable (just in time) training.
21. Final decisions regarding whether to grant a reduced effort request will be made at the sole discretion of individual departments/units.
22. Reduced effort requests may be submitted at any time, between execution of this agreement and ~~May 8, 2020~~ May 15, 2020. *K*
23. All approved reduced effort requests must begin between May 1 and May 31, 2020.
24. Employees may be required to return to work prior to the scheduled end of their individual reduced effort period. Any such employee will be provided with a minimum of seven (7) calendar days" notice.
25. Employee's benefits will be continued with appointments remaining at or above 50 percent effort at the same premium rates paid before the employee's work hours were reduced.
26. All employee benefits subject to accrual will continue in accordance with the collective bargaining agreement and pursuant to the employee's reduced effort hours.
27. Reduced effort employees may apply for unemployment (underemployment) benefits. It is acknowledged and understood that approval of unemployment benefits, including the amount of any such benefits, is at the discretion of the Michigan Unemployment Insurance Agency.
28. To the extent possible, reduced effort employees will resume their prior appointment fractions at the conclusion of their individual reduced effort period. If, at the conclusion of an employee's predetermined reduced effort period there remains inadequate hours available to support a full schedule a reduction in force (RIF) may become necessary pursuant to the collective bargaining agreement.
29. Reduced effort employees will maintain their University seniority date.
30. To the extent that these banks have not expired pursuant the terms of those respective leave programs, reduced effort employees will continue to have access to the 80 hour COVID-PTO, EPSLA, and EFMLA banks, however any remaining time available to each employee will be reduced commensurate with the employee's reduced effort schedule, on a pro-rata basis. Upon the employee's return to their usual schedule and/or regular appointment fraction a pro-rated amount of time off will be returned to each bank.


ADDITIONAL MEASURES

31. The parties recognize and understand that all provisions of the collective bargaining agreement remain in full force and effect as it relates to layoff, recall, RIF and other such procedures.
32. The COVID-19 pandemic remains an evolving event. The parties recognize that it may be necessary to respond to changing circumstances and revisit this MOU and/or negotiate additional Memoranda of Understanding. The parties will continue to cooperate to address

possible alterations to this document and/or negotiate additional Memoranda of Understanding in a manner consistent with contractual and legal requirements.

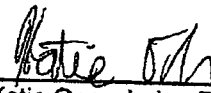
33. It is further understood that this Agreement is without prejudice to any future interpretation and application of the terms of the collective bargaining agreement, or actions the University or Union may or may not have taken in the past, or may or may not take in the future in cases of similar circumstances.

For the University:

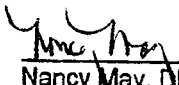

Michelle Sullivan, JD
Director of Labor Relations

4.29.2020
Date

For the UMPNC:



Katie Oppenheim, RN
UMPNC President

4/29/2020
Date


Nancy May, DNP, RN-BC, NEA-BC
Chief Nurse Executive

4/29/2020
Date

For MNA:


Sascha Eisner
Associate Executive Director of Field Operations

4-29-2020
Date