

MEMORANDUM OF UNDERSTANDING by and between  
THE UNIVERSITY OF MICHIGAN and THE HOUSE OFFICERS ASSOCIATION

This is an agreement between the University of Michigan and the House of Officers Association, effective March \_\_\_\_, 2020, regarding House Officers whose ability to work is impacted by the COVID-19 pandemic.

1. **Impact on training.** In the event a House Officer is required to either self-isolate or self-quarantine due to suspected or verified exposure to COVID-19, the House Officer's Program Director will make all reasonable efforts to modify the House Officer's assignments to accommodate remote work and avoid any impact on their training. However, the Program Director retains ultimate discretion to determine whether, and to what extent, such accommodation may be made. The University cannot guarantee that a House Officer's training will not be impacted by self-isolation or self-quarantine, or subsequent COVID-19 related illness. The HOA and the Employer recognize that leave time associated with self-quarantine, self-isolation, or actual illness may cause delays or interruptions of training, such that the required training cannot be completed within the required total training time established for each training program, and that the requirements vary between training programs. The Program Director retains sole discretion to determine whether a training extension is required, and such determinations are not subject to the grievance and arbitration proceedings of the U-M/HOA Collective Bargaining Agreement.

2. **Applicability of Worker's Compensation.**

(a) In cases where a House Officer unit member tests positive for COVID-19 and becomes ill from the disease, it will be presumed that the disease was contracted in the course of and arising out of their employment if both of the following conditions are met:

- (1) the House Officer provided direct care for a patient who tested positive for COVID-19; and
- (2) the onset of the disease occurred within fourteen (14) calendar days of a confirmed patient-related workplace exposure that resulted in the employer directing the House Officer to self-quarantine.

(b) In all other cases where the House Officer believes their COVID-19 infection was contracted in the workplace, their case will be processed expeditiously in accordance with the Michigan Worker's Compensation Act.

3. **Additional Paid Time.**

(a) House Officers will receive a one-time bank of fourteen (14) days of Special Use Paid Time related to the COVID-19 pandemic, with a maximum of ten (10) of these days occurring on a Monday through Friday schedule, which will be available pursuant to the current campus-wide COVID-19 Response policy.

(b) Additionally, House Officers will be eligible for a one-time bank of twenty-one (21) days Special Use Paid Time related to the COVID-19 pandemic (pro-

rated to appointment fraction), with a maximum of fifteen (15) of these days occurring on a Monday through Friday schedule, for their own personal use in the following cases:

- (1) the House Officer is instructed by the Employer to self-quarantine (at home, asymptomatic) as the result of a confirmed patient-related workplace exposure; and/or
  - (2) to apply during the ten (10) day elimination period of a Worker's Compensation claim when the employee must self-isolate (at home due to symptoms).
  - (3) Where applicable, Worker's Compensation benefits will be utilized to compensate House Officers. The Employer will supplement any Worker's Compensation benefits in order to ensure that the House Officer suffers no loss of straight-time pay, pro-rated pursuant to appointment fraction.
- (c) The Special Use Paid Time banks described in this Section are supplemental to the benefits contained in the HOA/University of Michigan collective bargaining agreement. All benefits contained in the collective bargaining agreement, including but not limited to Serious Illness Leave, remain available. The Special Use Paid Time banks described in this section may be applied by the House Officer prior to the application of benefits under the collective bargaining agreement.

4. Paragraph 2 above in its entirety, and paragraph 3(b) with subparts, above, do not apply to COVID 19 exposure or related illness that occur during extracurricular medical practice at a non-University of Michigan facility.

5. It is further agreed that this Agreement is without prejudice to the future interpretation and application of the terms of the collective bargaining agreement, or actions the University or HOA may or may not have taken in the past, or may or may not take in the future in cases of similar circumstance. This Agreement is not admissible in any claim or action between the parties in the future except those concerning interpretation and enforcement of this Agreement.

**For the Union:**

Margaret Smith  
Margaret E. Smith

Date: 3/30/2020

Robin L. Tarter  
Robin Tarter

Dated: 3/30/2020

**For the University:**

Michelle Sullivan  
Michelle Sullivan

Dated: 3-31-2020