

MEMORANDUM OF UNDERSTANDING
By and Between
THE UNIVERSITY OF MICHIGAN
And
THE UNIVERSITY OF MICHIGAN HOUSE OFFICERS ASSOCIATION

The University of Michigan (the University) and the University of Michigan House Officers Association (the HOA or Union) recently met to discuss the subject of paid Caregiver Leave and have reached this Memorandum of Understanding (MOU) which constitutes an addendum to Article XIV of the CBA ("Paid Leave"):

1. Under certain circumstances, as further set forth below, a member of the HOA bargaining unit (an Employee) may be eligible for up to six (6) weeks of paid Caregiver Leave at the Employee's regular rate of pay.
2. Caregiver Leave is defined as leave requested by the Employee for the purpose of providing care for the Employee's immediate family member with a serious health condition.
3. An immediate family member includes:
 - a. either the Employee's spouse or Other Qualified Adult as defined by University policy; or
 - b. the Employee's child (biological, adoptive, or legally placed foster child); or
 - c. the Employee's sibling, parent, grandparent, or grandchild.
4. A serious health condition is defined, consistent with US Department of Labor standards, as an illness, injury, impairment, or physical or mental condition that involves:
 - a. inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. continuing treatment by a health care provider.
5. An Employee who wishes to apply for paid Caregiver Leave pursuant to this Memorandum will initiate their request with their Program Administrator. The request will be processed according to procedures specified by the Employer, consistent with the application and approval process for other forms of leave provided in the collective bargaining agreement. The Employee will be required to submit appropriate documentation of the need for the Caregiver Leave. The required documentation must be consistent with the type of documentation that would be required by the HR Solutions Center, or similar UM unit, to support an FMLA covered leave.
6. In order to facilitate uninterrupted patient care and clinical training, Caregiver Leave taken pursuant to this MOU is intended to be taken in a continuous block. However, it may be taken on an intermittent basis if properly supported pursuant to paragraph 5 above and with appropriate notice by the House Officer to the Program Director, and/or consistent with FMLA requirements if applicable.

7. Paid Caregiver Leave provided pursuant to this Agreement will be offset by any paid Maternity Leave, Serious Illness Leave or paid Parental Leave benefits previously received by the Employee during the course of their clinical training program. For example, an Employee who received four (4) paid weeks of Serious Illness Leave during their second Program Year, and who later requests paid Caregiver Leave during their fourth Program Year, would be eligible for a maximum of two (2) weeks of paid Caregiver Leave.

8. House Officers are directed to Article XIII of the CBA which addresses the possible impact of taking a leave of absence on completion of the training program. Consistent with the GME Leave of Absence Policy, the program will provide House Officers with accurate information regarding the impact of an LOA upon the criteria for satisfactory completion of the program and upon a House Officer's eligibility to participate in examinations by the relevant certifying Board.

9. In the event an employee completes a training program with the Employer and then enters a second ACGME/CODA/CPME accredited training program, the Employee's eligibility for the paid Caregiver Leave benefit renews upon entry into the second training program.

10. This MOU is effective as of July 1, 2022, and shall remain in effect through the expiration of the existing CBA on June 30, 2023.

FOR THE UNIVERSITY:

By: _____

Michelle T. Sullivan
Director of Labor Relations

Date: _____

9.9.22

FOR THE UNION:

By: _____

Robin Tarter
Executive Director

Date: _____

9.12.22