

MEMORANDUM OF AGREEMENT

between  
House Officers Association  
and  
The University of Michigan

This Memorandum of Agreement (hereinafter called the "Agreement"), is made and entered into this 30<sup>th</sup> day of March, 2022, by and between the House Officers Association ("HOA") and the University of Michigan ("the University").

WHEREAS, the HOA made a demand to bargain on or about January 12, 2022;  
WHEREAS, the University responded on or about January 14, 2022, declining to bargain on the basis that it did not have an obligation to bargain;  
WHEREAS, the HOA filed an unfair labor practice (ULP) with the Michigan Employment Relations Commission (22-A-0106-CE; 22-003235-MERC) alleging that the University's failure to bargain constituted an unfair labor practice; and  
WHEREAS, the University denies the allegations in the ULP.

WHEREAS, the University and HOA jointly recognize that pandemics and public health emergencies may affect the terms and conditions of employment contained in the parties' collective bargaining agreement.

NOW, THEREFORE, the HOA and The University hereby agree to the following:

1. The HOA withdraws its above referenced demand to bargain and the University withdraws its above referenced response to the HOA's demand to bargain.
2. The HOA agrees to withdraw the ULP with prejudice.
3. In the event of a pandemic or public health emergency declaration made by a Federal, State or Local authority there is a significant surge in the number of inpatients, and the hospital experiences a drastic increase in House Officer Employee absenteeism rates, and those conditions impact the members of the HOA, the University and HOA will meet within 7 days following a request by the HOA to discuss the impact of these conditions upon the HOA. If the emergency circumstances indicate, the University may implement its response prior to completing their impact negotiations with the HOA. Examples of subjects that may be discussed include but are not limited to:
  - a. Matters related to the availability of vaccinations related to the public health emergency, including priority for vaccinations.
  - b. Matters related to testing program(s) related to the public health emergency, including the availability and cost of testing.
  - c. Matters related to time off for pandemic related illness.
  - d. Impact when assigned on scheduled days off.
  - e. Impact when assigned on pre-scheduled vacation time.

- f. Availability of sufficient on-site rest facilities or transportation when fatigued; and
- g. Remuneration or other compensation for extraordinary, additional work when required.

The parties agree that no matter related to a House Officer's training requirements or academic matters are covered by this MOU.

This MOU is not intended to reopen or require bargaining over any matter covered by the Collective Bargaining Agreement or any matter that is not subject to bargaining. Instead, it is limited to bargaining regarding the impact or effects upon the HOA bargaining unit members of the conditions described above.

This matter is not precedent setting for any past or future case.

House Officers Association

University of Michigan

*/s/ Robin Tartar*

*[s] Michelle Sullivan*

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Robin Tartar  
Executive Director

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Michelle Sullivan  
Director of Labor Relations

Date: April 4, 2022

Date: April 1, 2022