

COVID-19 Emergency HR Procedure
Temporary Emergency Furloughs
Effective April 15, 2020

I. Institutional Regulations

- A. The College will, to the greatest extent practical*, continue to pay employees. There may however be a need to reduce the number of Regular employees or their work hours during the COVID-19 emergency. The College may conduct an emergency furlough of positions without a continuing contract in accordance with applicable federal and state laws and regulations.
- B. Any furloughs that take place during the COVID-19 emergency will not be considered a permanent layoff. Any permanent elimination or reduction of positions will follow the layoff procedures - HR3815 &/or HR3816.
- C. An emergency furlough shall require the approval of the President.
- D. Furloughs may occur at any time, with at least 24 hour advance notice to the employee.
- E. At the discretion of the College, furloughs may be mandatory or voluntary.
- F. Employees who are furloughed may apply for unemployment.

II. Definitions

- A. *Furlough* shall mean a temporary reduction in the number of employees or work hours assigned.

III. Procedure

- A. The College will review other options and will only implement a furlough option if it is determined to be reasonably practical.
- B. If the College is not planning to furlough all positions in the same job title within a work unit, factors to be considered when determining positions to be furloughed include seniority, evaluations, job performance, and applicable job skills.
- C. The College shall provide employees with as much notice as reasonably possible, but more than 24 hours advance notice may not always be possible.
 - 1. **Written Notice for Mandatory Furlough**
Written notice of a mandatory temporary furlough will be presented to affected employees through their DMACC email address.
 - 2. **Employee Requests for Voluntary Furlough**
Employees requesting a voluntary furlough must provide the College with notice of this request. The request should be in writing if at all possible, but it is noted that there may be times when a verbal request is accepted. The College retains the right to deny requests for voluntary furlough when the furlough is not reasonably practical or is not in the best interest of the business of the College.
- D. **Leave**
No leave balances will be paid out upon furlough. Leave will not accrue during the time on furlough, but employees will have access to leave balances upon return to regular employment.
- E. **Benefits**
 - 1. The College will continue to pay the employer portion of employee health, dental, long term disability and life insurance during the furlough period.
 - 2. Employees will be billed for and responsible for payment of the employee portion of health, and dental insurance and for all optional insurance benefit premiums.
 - 3. Retirement contributions will not be made to IPERS/TIAA during the time on furlough, but for retirement purposes this is not considered a separation.
- F. **Return to Employment Following a Furlough**
 - 1. The College will notify furloughed employees of the timeline for returning to regular employment
 - 2. A furlough shall not constitute a break in service.

3. Any employee who is notified to return to work after a furlough and doesn't return will be considered to have resigned.
4. All pay increases and calculations will be credited to furloughed employees as if the employee had been working.

**CARES ACT: section 4(c) (ii) document that the Recipient has continued to pay all of its employees and contractors during the period of any disruptions or closures to the greatest extent practicable, explaining in detail all specific actions and decisions related thereto, in compliance with Section 10866 of the CARES Act.*