

**MEMORANDUM OF UNDERSTANDING BETWEEN
MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY,
UNEMPLOYMENT INSURANCE AGENCY (OR IT'S SUCCESSOR)
AND _____**

PARTIES TO THIS MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding (MOU) are the Michigan Department of Labor and Economic Opportunity, Unemployment Insurance Agency (UIA) and _____. UIA and _____ will be referred to collectively as the "Parties".

PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING AND INTENT OF THE PARTIES

The purpose of this MOU is to set forth the understandings of the parties with regard to the filing by _____, as agent for certain of its unemployed workers, of a new or additional claim for unemployment benefits. UIA will treat _____ as an agent for its employees only for the purpose of filing claims in cases in which unemployment has been caused by the lack of work unrelated to a labor dispute.

LEGAL AUTHORITY FOR THIS MEMORANDUM OF UNDERSTANDING

This agreement is authorized under Section 32(a) of the *Michigan Employment Security Act* (being Section 421.32(a) of the *Michigan Compiled Laws*) that provides that claims for unemployment benefits shall be made pursuant to rules promulgated by UIA. Administrative Rule 421.210 of the *Michigan Administrative Code* requires an individual to file a claim for benefits in accordance with the Rule. It also requires that in the case of an employer whose workers have filed either 1,000 or more new claims or additional claims, or both, in each of the previous 3 calendar years, the employer shall file claims on behalf of the workers in a manner prescribed by UIA. This manner of filing is known as "Employer Filed Claims" (EFC).

UIA has extended the use of EFC to employers who have less than 1,000 or more new or additional claims in the prior calendars; however, the use of EFC is not mandatory by such employers.

MUTUAL UNDERSTANDINGS OF THE PARTIES

UIA agrees that _____ will have no liability to any party, including UIA, for any act or omission under this MOU except to the extent that benefits are properly charged to its unemployment experience account.

Transmission of Data; Limitation of Liability:

It is agreed that _____ will transmit to UIA, by means of electronic transfer on a schedule and using a procedure to be mutually agreed between the parties, a listing of data elements as detailed in Attachment A to this MOU. _____'s failure to provide data, however, will not give rise to any claim for actual, compensatory, or consequential damages. _____ filing of claims on behalf of employees will not constitute a waiver of its ability to otherwise challenge, by means of a timely protest or timely appeal, an employee's eligibility for unemployment benefits. _____'s submission of a claim on an employee's behalf will not be cited or construed as an admission by _____ that the employee is eligible for benefits. The authority and obligation for making such eligibility determinations lie exclusively with UIA and with Michigan appellate tribunals and courts.

It is agreed that UIA will not accept the filing of a new or additional claim by _____ as agent for unemployed workers in the specific situations detailed in Attachment B to this MOU.

Specific Understandings as to Each Claim Submitted:

_____ understands that unless it provides information to the contrary as to any specified individual or group of individuals by means of a signed document, UIA and _____ understand and agree to the following as to each individual for whom _____ files a new or additional claim:

- (1) The individual is unemployed due to a layoff for lack of work;
- (2) The individual is not on a leave of absence;
- (3) If the layoff is specified as a period up to 45 days, the employer requests that registration for work and seeking work be waived;
- (4) If the period of layoff exceeds 45 days but is less than 120 days, the individual will be required to seek work but registration for work will be waived;
- (5) It is further agreed that should any layoffs exceed 120 days; UIA will require the worker to register for work and will so notify the worker;
- (6) The individual is an hourly employee;
- (7) One record will be transmitted for each layoff period;
- (8) The file will be submitted to UIA by the 8th business day after the effective date of layoff;
- (9) The federal requirements relating to verification of each worker's social security number have been met by the use of the W-2 verification system known as the Social Security Number Verification Service (SSNVS) or other verification system acceptable to the Social Security Administration-;
- (10) By signing this MOU, the employer that is a party to this MOU certifies that it is aware of the requirements of federal law contained at 8 USC 1324a regarding unlawful employment of aliens. By signing this MOU, the employer further certifies that it complies with all federal rules governing the verification of identity and employment authorization, including but not limited to, 8 CFR 274a.2 and/or the good faith provision 8 CFR 274a.4. By answering "Y" under "Citizenship Record" in the information submitted to UIA, the employer certifies that the information provided to the employer by the subject worker(s) indicates that the subject worker(s) are either citizens of the United States or otherwise lawfully present to perform the services, consistent with the above provisions;
- (11) The last day of work supplied by the employer shall be defaulted to the Friday immediately preceding the effective date of layoff;
- (12) The file shall contain an occupational code of 510 for every claimant;
- (13) All legal documents will be mailed to each claimant based on the contact information submitted by the employer.

It is further agreed that if a claimant is laid off due to lack of work unrelated to a labor dispute reasonably relies on the employer to file a new or additional claim on the claimant's behalf and the employer fails to do so, the claimant will have "good cause" under Administrative Rule 210 to file the new or additional claim within 14 days after the Friday of the week in which the claimant attempted to certify for benefits. The attempt to certify must be made within 21 days of the Friday of the week containing the claimant's last day of work.

Nothing in this agreement prohibits _____ from objecting to, or protesting, an employee's eligibility for benefits. _____'s obligation under this MOU is expressly limited to the act of filing for benefits. Providing information in accordance with Attachment A is not, and shall not be construed as, a certification of an employee's eligibility for benefits.

It is further agreed that if the claimant is receiving benefits under a state or federal extended unemployment benefit program, any requirements to that program will also be applicable to the claimant.

It is further agreed that the first two weeks of each individual's unemployment will be charged entirely to UIA experience account of _____.

It is further agreed that UIA will truncate the last name field at 17.

UIA agrees to electronically transmit to _____ a weekly list of unemployment benefits payments.

PERIOD OF THIS MEMORANDUM

It is agreed that the period of this MOU will run from the date of the last signature to this MOU until the same date in the calendar year three years thereafter. UIA shall review compliance with this MOU during such three-year period and, unless that review discloses to UIA that the Agreement has been materially breached, the MOU will automatically renew for another three-year period.

CANCELLATION OF THIS MEMORANDUM

It is agreed that either party to this MOU may, at its discretion, terminate its participation in this MOU at any time upon 90 days advance written notification to the other Party. Termination of the MOU, however, will not affect the treatment of claims filed prior to the termination, and the terms of the MOU will survive with respect to them.

SUCCESSOR CLAUSE

This MOU inures to the benefit of, and is binding upon the Parties, their respective successors in interest by way of reorganization, operation of law or otherwise, and their permitted assigns. Neither Party may assign this MOU to any other party without the prior approval of the other Party.

The terms of this Memorandum of Understanding are mutually approved by the parties, as evidenced by the signatures of their duly authorized representatives:

Teresa Burns, Administrator	Date	Employer Representative, Title	Date
UIA Internal Controls Division		_____	

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ATTACHMENT A

Employer Filed Claims (EFC)				
EFC File Layout		Frequency: Weekly – Incoming		Record Length: 242
Field #	Description	Data Type	Length	Comments
1	Social Security Number	String	9	Required - Employee's Social Security number. Must be all digits. Do not include the dashes.
2	Last Name	String	30	Required - Last name of the employee. Left justified, padded with spaces to the right
3	First name	String	25	Required - First name of the employee. Left justified, padded with spaces to the right
4	Street Address	String	30	Required - Employee's street address. Left justified, padded with spaces to the right
5	Street 2 Address	String	30	Optional - Employee's street 2 address. Left justified, padded with spaces to the right. Use 30 spaces if not supplied.
6	Unit Type	String	3	Optional - Employee's unit type of the address. Use 3 spaces if not supplied. APT = Apartment BLD = Building BSE = Basement LOW = Lower PEN = Penthouse ROM = Room STP = Stop TRL = Trailer UNT = Unit UPP = Upper
7	Unit	String	10	Optional - Employee's unit of the address. Use 10 spaces if not supplied
8	City	String	20	Required - Employee's city. Left justified, padded with spaces to the right.
9	State or Province Code	String	2	Required - Employee's state or province code
10	ZIP or Postal Code	String	10	Required - Employee's ZIP or Postal Code Acceptable US ZIP Code formats: 99999 or 99999-9999 or 999999999 Acceptable Canadian Postal Code formats: A9A 9A9 or A9A9A9 Right justified, padded with spaces to the left.
11	Telephone	Numeric	10	Optional - Area code and telephone number where the employee can be contacted while laid off. Usually a home phone number. This field is recommended though not required. Do not include any formatting: (269) 965-2200 should be sent as 2699652200. Use 10 spaces if not supplied.

12	DOB	Date	8	Required - Employee's date of birth Format is MMDDCCYY where MM is the month, DD is the day, and CCYY is the century and year.
13	Gender	String	1	Optional - Employee's gender: (Use 1 space if not supplied) F = Female M = Male
14	Citizen	String	1	Required - Is the employee a United States citizen? Y = Yes N = No
15	Alien Document Type	String	3	Optional - Type of Alien Documentation: 545 = FS-545 Certification of Birth Aboard 179 = I-179 US Resident Card 20 = I-20 Certificate of Eligibility, Student Status 327 = I-327 Re-entry Permit 551 = I-551 Permanent Resident Card 571 = I-571 Refugee Travel Document 776 = I-776 Employment Authorization Card 94 = I-94 Arrival/Departure Record Right justified, padded with spaces to the left. Use 3 spaces if not supplied.
16	Alien Number	String	10	Optional - Alien Number For A-Numbers, include the "A". Do not include spaces or dashes. Right justified, padded with spaces to the left. Use 10 spaces if not supplied.
17	Alien Expiration Date	Date	8	Optional - Expiration date of the alien documentation, if any Format is MMDDCCYY where MM is the month, DD is the day, and CCYY is the century and year. Use High date format (12319999) or 8 zeroes, if not supplied.
18	Race	String	1	Optional - Employee's race: (Use 1 space if not supplied) W = White B = Black A = Asian I = American Indian/Alaskan Native P = Pacific Islander/Native Hawaiian T = Two or More Races O = Some Other Race U = Unavailable
19	Ethnicity	String	1	Optional - Is the employee Hispanic or Latino? (Use 1 space if not supplied) Y = Yes N = No U = Unavailable
20	First day of work	Date	8	Required - First day employee started work Format is MMDDCCYY where MM is month, DD is day, and CCYY is century and year
21	Last day of work	Date	8	Required - Last day the employee worked Format is MMDDCCYY where MM is month, DD is day, and CCYY is century and year. Use High date format (12319999) or 8 zeroes, if not supplied.

22	RTW Code	Numeric	1	<p>Required - Expected return-to-work date: 1 = 45 days or less 2 = 46-120 days 3 = over 120 days or permanent layoff If return to work date is unknown OR if this is a permanent layoff, RTW Code should be 3</p>
23	Occupation Code	String	2	<p>Required - Employee's occupation code 11 = Management Occupations 13 = Business and Financial Operations Occupations 15 = Computer and Mathematical Occupations 17 = Architecture and Engineering Occupations 19 = Life, Physical, and Social Science Occupations 21 = Community and Social Service Occupations 23 = Legal Occupations 25 = Education, Training, and Library Occupations 27 = Arts, Design, Entertainment, Sports, and Media Occupations 29 = Healthcare Practitioners and Technical Occupations 31 = Healthcare Support Occupations 33 = Protective Service Occupations 35 = Food Preparation and Serving Related Occupations 37 = Building and Grounds Cleaning and Maintenance Occupations 39 = Personal Care and Service Occupations 41 = Sales and Related Occupations 43 = Office and Administrative Support Occupations 45 = Farming, Fishing, and Forestry Occupations 47 = Construction and Extraction Occupations 49 = Installation, Maintenance, and Repair Occupations 51 = Production Occupations 53 = Transportation and Material Moving Occupations</p>
24	Separation Reason	Numeric	1	<p>Required - Separation reason: 1=Laid off/Lack of Work Only employees with a separation reason of "Laid Off/Lack of Work" can be submitted</p>
25	Wages	Currency	10	<p>Required - Total gross wages earned in the last completed calendar quarter. Do not include the dollar sign, the commas, or the decimal point. Round to the nearest whole dollar. This value must be greater than zero. Right justify and pad on the left with zeros: for example, \$1,234.56 should be sent as 0000123500</p>

* Employer has responsibility to confirm that the claimant has permission to work in the United States. If duplicate SSNs are submitted the duplicate SSNs will be ignored.

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ATTACHMENT B

UIA will not pay any week of a new or additional claim filed by _____ on behalf of workers chosen for such filing by _____, and the MOU is not applicable if:

- (1) Any of the data elements listed in Attachment A is missing from the claim transmittal and UIA promptly notifies _____ of the deficiency.
- (2) The claimant is not authorized to work in the United States.
- (3) The claimant lacks sufficient base period wages to establish the claim.
- (4) The claimant is otherwise unavailable for work because of sickness, injury, or personal or family conditions.
- (5) The claimant's unemployment is for any reason other than a layoff for lack of work, if _____ notifies UIA that the reason is other than lack of work prior to the payment of unemployment benefits.