

AGREEMENT

between

THE REGENTS OF THE
UNIVERSITY OF MICHIGAN

and

THE UNIVERSITY OF MICHIGAN
HOUSE OFFICERS ASSOCIATION

Executed July 1, 2020

Expires June 30, 2023



HOA CONTRACT

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INTRODUCTION

- 1 The Regents of The University of Michigan, hereinafter called the "Employer ", and The University of Michigan House Officers Association, hereinafter called the "Association", enter into the following agreement this 1st day of July, 2020, and in which this collective bargaining agreement, as amended and fully bargained, settles and contains all matters with respect to wages, benefits, and hours and other terms and conditions of employment for the term of the agreement:

ARTICLE I. DESCRIPTION OF BARGAINED-FOR UNIT


- 2 The Employer recognizes the Association as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all Employees in the following bargaining unit: All House Officers employed by the Regents of The University of Michigan possessing the equivalent of a minimum of an M.D., D.O., or D.D.S. degree, excluding pharmacy interns, dietetic interns, physical and occupational therapy trainees, nurse anesthetist trainees, chaplaincy interns, and all other employees. Also excluded from the bargaining unit are individuals with House Officer titles who have dry appointments and are paid by an entity external to the University.
- 3 A House Officer shall be a physician or dentist who is in a recognized training program and whose normal duties, under the direction of either the attending, courtesy, and/or honorary staff, are to admit patients to the hospital, diagnose or treat patients, and assume all the functions and responsibilities of the House Officer staff including, when appropriate, emergency case service and consultation assignments. House Officers, collectively, shall be known as the House Officer Staff.
- 4 For House Officers engaged in certain research activities, see MOU XIII regarding membership in the bargaining unit.
- 5 The terms "Employee" and "Employees" used in this Agreement (except where the context indicates otherwise) shall mean a House Officer or House Officers and only identifies those individuals within the bargaining unit described in Paragraphs 2-3.

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ARTICLE II. TERM OF AGREEMENT

- 6 The House Officers agree to an overall contract length of 3 years.
- 7 This Agreement shall become effective on July 1, 2020 and shall remain in force and effect until and including June 30, 2023. It is understood that both parties agree to begin negotiations of a successor Agreement no later than sixty (60) calendar days prior to the expiration of this agreement, unless mutually agreed otherwise.
- 8 A Management/Association meeting can be scheduled by either party to review the implementation status of this Agreement.

For The Regents of
The University of Michigan



Michelle Sullivan
Date: 8.5.2020



Dr. Dawn Coleman
Date: 8/18/20




Dr. Gary Weiner
Date: 8-31-2020



Susie Hines
Date: 8-17-2020




Dr. Scott Gitlin
Date: 8/24/2020



Don Tomford
Date: 8/24/2020



Christine Rupkey 08/24/2020
Date:



Wade Baughman
Date: 9/1/2020

The University of Michigan House
Officers Association



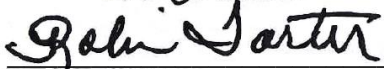
Dr. Meg Smith
Date: 8/30/2020



Dr. Victoria Hoch
Date: 7/24/2020



Dr. Michelle Shnayder
Date: 7/28/2020



Robin Tarter
Date: 7/24/2020

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ARTICLE III. COMPENSATION - SALARY

- 9 The total compensation package is composed of salary and benefits. The salary component includes a contract increase (a yearly increase at each HO level) and a promotional increase (movement from one HO level to the next HO level). The benefits include the payment to encourage savings ("lump sum payment"), long-term disability insurance, life insurance, dental insurance, business travel accident insurance, professional liability insurance, legal plan, vision plan, and health insurance.
- 10 The salary schedule for house officers is based on an incremental increase as the house officer is promoted from year to year. A house officer will receive a promotional increase upon satisfactory completion of an academic training year as determined by the program. If a house officer's training year does not follow the standard academic year, the house officer will receive the contract increase at their current level until they receive their promotional increase upon completion of their academic training year (12 months). The salary schedule for each house officer is depicted in the table below.
- 11 Table 1

House Officer Salary Schedule for July 2020 through June 2023			
HO LEVEL	FY21 7/1/2020	FY22 7/1/2021	FY23 7/1/2022
HO I	\$60,275	\$62,083	\$64,101
HO II	\$63,289	\$65,187	\$67,306
HO III	\$66,453	\$68,447	\$70,671
HO IV	\$69,776	\$71,869	\$74,205
HO V	\$73,265	\$75,463	\$77,915
HO VI	\$76,928	\$79,236	\$81,811
HO VII	\$80,774	\$83,197	\$85,901
HO VIII	\$84,813	\$87,357	\$90,196
HO IX	\$89,054	\$91,725	\$94,706

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- 12 An additional one-time \$750 lump sum per House Officer, less standard deductions, will be paid via regular payroll on the July 2021 regular pay date. House Officers completing their training programs in June 2021 and leaving the bargaining unit would receive their \$750 lump sum payment, less standard deductions, via regular payroll on the June 2021 regular pay date. No individual House Officer will receive more than one (1) \$750 payment. House Officers on a Leave of Absence at the time the lump sum payment is due would receive payment upon their return from the Leave of Absence. House Officers with a part-time appointment will receive a pro-rated lump sum.
- 13 House Officers shall be paid a monthly salary in accordance with the salary schedule and subject to the following requirements and limitations:
- 14 Initial assignment of a House Officer to a salary level, as set forth in Table 1 (Paragraph 11), including assignments when a House Officer has changed from one residency program to another, shall be determined by the GME Office. In making this determination, factors considered will include relevant and satisfactory training and experience. Subsequent assignments to a salary level in a given residency/fellowship program shall be to the next higher level and shall be determined by the Program Director, on the basis of satisfactory experience, level of performance, and acceptance of responsibility.
- 15 When determining the initial assignment of a House Officer to a salary level where the House Officer has received international training the GME Office will count these years of international post-graduate medical training if they meet the following criteria: 1) they have successfully completed the program (partial credit is not provided); 2) the training can be translated as an equivalent to US GME training (ACGME-I accredited or US accreditation is available through the ACGME/CODA/ABOG); and 3) the US Board accepts the training to apply for US Board certification (a copy of the correspondence with the Board, or copy of the Board specific guidelines, must be provided).
- 16 When a current House Officer is changing from one residency program to another, after consultation with the GME Office, the Program Director, or equivalent level of supervision, will discuss the appropriate salary level with the House Officer prior to assignment to a salary level. In order to receive credit for prior GME training, the House Officer must successfully complete an accredited program in its entirety (accreditation must be through the same governing organization as the University program). Partial credit for participation in a program will not be provided and those years will not count toward the assignment of a salary level. However, if the Board of the specialty entering will provide credit for previous training to the new specialty, then the credit may be provided. This assignment will be confirmed in writing.

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- 17 No later than the end of the second full week of employment, an Employee may request an advance on the salary which will be due for the first full month's employment. In the event of such an advance, the advance will be offset against either that month's salary or the next month's salary. Employees will be provided with information by the Employer regarding this option prior to or during orientation.
- 18 In addition to the House Officer salary and payment to encourage savings, an individual House Officer may be granted discretionary supplemental payments, rewards or reimbursement by their department. Such payments may be used as recognition of a House Officer's professional growth and development and/or contribution in supporting the University of Michigan Health System's goals and interests. This may be used for recruitment to faculty positions.

SECTION A. CHIEF RESIDENT SUPPLEMENTAL SALARY

- 19 A House Officer who is appointed as a Chief Resident consistent with SPG 201.10 and the Employer's established guidelines, which may be amended by the Employer from time to time, shall receive additional salary during the appointment period. The amount of a Chief Resident stipend shall not be less than \$3750 per appointment year during the term of this agreement. In the event that more House Officers are offered and accept Chief Resident appointments in a particular program than the number of Chief Resident stipends allocated to that program pursuant to the Employer's guidelines, the funds available will be evenly divided among all Chief Resident appointees in the program, resulting in each Chief Resident receiving less than the full stipend amount specified in this paragraph; or in the alternative, the program may, at its discretion, provide additional funding through its department short code, so that each Chief Resident receives \$3750.

SECTION B. GRANT-FUNDED INCOME/IMPACT ON PRE-TAX BENEFITS

- 20 During an Employee's period of employment, they may be funded from a grant from which no income taxes are withheld. In this situation, the Employee may not be able to enroll in, or continue to participate in, some Flex Benefits, which are provided on a pre-tax basis. Without income tax being withheld, there is no basis for providing a pre-tax benefit.
- 21 The Employer will communicate the implications of the training grant funding on the Employee's tax liability and benefit eligibility during their initial orientation. Further, all House Officers will receive information regarding this situation annually with their Open Enrollment materials.

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SECTION D. HOLIDAY PAY

- 22 For the purposes of this Article, the following are defined as House Officer holidays:
1. New Years Day (January 1st)
 2. Memorial Day (Last Monday in May)
 3. Independence Day (July 4th)
 4. Labor Day (First Monday in September)
 5. Thanksgiving Day (Fourth Thursday in November)
 6. Day after Thanksgiving (Fourth Friday in November)
 7. Christmas Eve (December 24th)
 8. Christmas Day (December 25th)
 9. New Year's Eve (December 31st)
 10. House Officer's Birthday
- 23 A holiday will commence at 12:00 AM on the calendar date of the holiday and will continue for the twenty-four (24) hour consecutive period until 12:00 AM the day after the holiday.
- 24 To the extent practicable, the Employer will try to schedule these days free of responsibilities for House Officers. In addition, the Employer shall make every effort to honor the requests for the religious requirements by House Officers for observances of religious holidays. House Officers shall make such requests not less than sixty (60) calendar days in advance of the religious observance.
- 25 In the event that a House Officer is assigned any responsibilities by their training program (including on-call, inpatient service coverage, clinics, rounding, jeopardy, home call, back-up, etc.) on a House Officer holiday as defined in paragraph 22, they will receive an additional 1/365th of their annual salary as compensation. The House Officer will receive this compensation regardless of total number of hours worked or location. House Officers are eligible for holiday pay for each House Officer holiday worked throughout the year.
- 26 If a House Officer's Birthday falls on another House Officer holiday, it shall be observed on another day mutually agreeable to the House Officer and their Program Director, and that House Officer will be eligible for holiday pay if they have any assigned responsibilities by their training program on that agreed-upon date. Requests for substitution of a House Officer's Birthday holiday must be made at least sixty (60) calendar days prior to their birthday.

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- 27 Any House Officer may substitute up to two (2) alternative days of their choice for any of the previously defined House Officer holidays within any twelve (12) month appointment period so long as the substitution request is made at least thirty (30) calendar days prior to the House Officer defined holiday selected for substitution or the day selected as the substitute, whichever is closer. Once a House Officer defined holiday has passed, it is no longer eligible for substitution. These substitutions will be mutually agreeable to the House Officer and their Program Director. That House Officer will be eligible for holiday pay if they have any assigned responsibilities by their training program on those agreed-upon substitute dates.
- 28 House Officers are responsible for ensuring work hours are reported within MedHub and must submit a notice of eligibility for holiday pay to their Program Director or designated program official within sixty (60) calendar days of a House Officer holiday when they were assigned responsibilities by their training program. The programs will then notify the Graduate Medical Education Office of those House Officers who are to receive holiday pay for a given House Officer holiday. The GME Office may deny payment of any House Officer Holiday Pay due to work hours not reflected in MedHub. Recording of work hours is not required when assigned as the individual to provide coverage should a colleague be unable to report to work (i.e. jeopardy or back-up). Any question regarding eligibility for holiday pay will be resolved by a House Officer's Program Director.

ARTICLE IV. COMPENSATION - BENEFITS

- 29 As of the effective date of this agreement, all benefits provided in this Article are effective upon the first day of employment at the University, and House Officers shall have 30 days from the date of employment to enroll. Each plan shall be as provided by the Employer and may be amended, including the effective date(s) or enrollment period(s), but not eliminated. In the event of changes in benefits, the Association will be notified prior to the effective date of the change. Other qualified adult benefits have been extended to this bargaining unit.
- 30 During the term of this Agreement and consistent with the terms of each plan, the following University Group Benefit Plans shall be available to the extent provided in this Article:

SECTION A. HEALTH INSURANCE

- 31 During the term of this Agreement managed care and fee-for-service health insurance plans that include medical and prescription drug benefits equivalent to existing coverage in effect at the execution date of this Agreement will be provided and maintained.
- 32 The Group Health Insurance Plan shall be as provided by the Employer in the same manner and to the same extent as provided to non-bargained for employees.

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- 33 If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for hospital or medical benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided in this Article.
- 34 Employees who do not enroll in a health insurance plan within thirty (30) days of the eligibility date will be automatically enrolled in the BCN Premier Care Plan.

SECTION B. LIFE INSURANCE

- 35 The University Life Insurance Plan and the Optional Life Insurance Plan, shall be as provided by the Employer in the same manner and to the same extent as provided to non-bargained for employees. The amount of life insurance coverage selected by an Employee may range from five thousand dollars (\$5,000.00) at the minimum to an amount equal to eight (8) times the Employee's salary (\$1,500,000 maximum). Newly hired or newly eligible Employees will be enrolled in the University Life Insurance Plan for \$30,000 in coverage at no cost to the Employee. Both plans offer a portability provision.
- 36 The cost of the Optional Life Insurance Plan is determined by the amount of coverage selected, current age, smoking status and current salary. The amount of coverage chosen and its cost will increase when salary is increased. The cost will also increase when moving into the next higher age bracket. The Employee pays the full cost, in the same manner and to the same extent as provided to the non-bargained for employees.
- 37 The Dependent Life Insurance plan shall be as provided by the University in the same manner and to the same extent as provided to the non-bargained for employees.

SECTION C. DENTAL PLAN

- 38 During the term of this Agreement, the Employer shall provide a dental insurance plan to Employees who qualify. The Dental Plan shall be as provided by the Employer in the same manner and to the same extent as provided to the non-bargained for employees. Employees have a choice of three (3) dental plan options. During the term of this Agreement, no less than the University of Michigan Dental Plan, Option 1 (one) schedule of benefits in effect at the execution of this Agreement will be provided and maintained. In the event of any changes in the benefits, the Association will be notified prior to the effective date of changes. The Employer contribution toward dental plan coverage will be provided in the same manner and to the same extent as provided to the non-bargained for employees.

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SECTION D. LEGAL PLAN AND VISION PLAN

- 39 The Group Legal Plan and a Vision Plan shall be as provided in the same manner and to the same extent as is provided to the non-bargained for employees. No matter concerning the above benefits will be subject to the Grievance and Arbitration Procedures of this Agreement, except for questions concerning compliance with the specific provisions of this Article and whether or not the Employees have coverage in accordance with the terms of the Flexible Benefits Plan.
- 40 From the first day of employment, all new House Officers have 30 days to enroll in The University of Michigan Dental Plan, The Group Legal Plan, and the Vision Plan. Specifically, those who were enrolled in the University of Michigan Medical School prior to appointment shall have 30 days from the time of appointment to enroll in these plans.

SECTION E. BUSINESS TRAVEL ACCIDENT INSURANCE

- 41 During the term of this Agreement, the Plan shall be without cost to the Employee. Worker's Compensation forms are required to be submitted should the House Officer be injured and unable to perform their regularly assigned duties as a result of traveling to a required rotation or assignment on behalf of the Employer.
- 42 In addition to the Business Travel Accident Insurance, House Officers are covered for accidental death and dismemberment benefits under the Critical Care Transport Insurance Plan at the same level that is provided to the regular instructional physicians.

SECTION F. PROFESSIONAL LIABILITY INSURANCE

- 43 Professional liability insurance will be provided and maintained throughout the statute of limitations for claims filed for professional activities undertaken in the scope of employment, assigned by the Employer.

SECTION G. DISABILITY PLAN

- 44 The Employer will provide Long Term Disability coverage for House Officers consistent with the Unum Plan or other carrier, as discussed by the parties. In addition, if during House Officers' employment, they are determined to be qualified for coverage under this Plan, any waiting period will be funded by the Employer. Any remaining legal issues will be resolved by representatives of the plan administrators and the Employer. The description of the HOA Disability plan can be obtained by contacting the HOA Office.

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- 45 Post House Officer Appointment - An Employee, who becomes a regular staff member immediately following completion of service in this bargaining unit, or following continued training under a recognized training grant (e.g., N.I.H.), will have continuous years of service in this bargaining unit and the period of training, count toward the continuous service requirement of the Employer's Disability Plan, provided, however, that a recommendation to become a regular staff member following the training has been approved in writing by the appropriate department chairperson or equivalent level of supervision prior to the beginning of the continued training. In addition, the period of such training will count towards the continuous service requirement for an Employee who returns to the bargaining unit immediately following completion of the training.
- 46 No matter concerning the terms of any of these plans shall be subject to the Grievance and Arbitration Procedure of this Agreement, except for questions concerning the specific provisions of this Article.

SECTION H. PAYMENT TO ENCOURAGE SAVINGS

- 47 In order to encourage and support the establishment of a voluntary savings plan, all House Officers will receive a lump sum payment, equivalent to a stated percentage of base salary on the November pay date each year. This provision is intended to be an on-going and recurring program. The HOA and the Employer have agreed to consider the lump sum payment as a benefit. As such, this payment will not be considered a part of base salary, but is considered part of the total compensation package. Annual Payments to Encourage Savings are listed below in paragraph 54 of this agreement.
- 48 The parties agree with the underlying principle of equity, with the standard being that each House Officer will receive one annual lump sum payment for each House Officer level within their residency/fellowship program. For example, the Family Medicine program has a three-year residency training requirement; therefore, a payment for each of these three years will be issued annually to a House Officer in the Family Medicine program.
- 49 At the time of processing these payments, House Officers on an unpaid leave of absence will not be eligible to receive the lump sum payment. Upon return to the training program the House Officer will receive their lump sum payment for that training year within sixty (60) days of their return.
- 50 Exceptions to this standard may apply in the event a House Officer's appointment is extended beyond the standard residency/fellowship program term or a House Officer resigns or is discharged from a residency/fellowship program. Extensions to one's standard residency/fellowship program could result from a paid leave, remediation, or elective research and are approved by Residency Review Committee or Program Board. In these cases, additional lump sum payment(s) will be paid out according to the following time frames:

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Appointment extension (based on appointment year)	Portion of lump sum payment paid out
12 months	100%
More than 6 and less than 12 months	50%
Less than or equal to 6 months	0%

- 51 If a House Officer resigns or is discharged from a residency program after receiving a lump sum payment, then any over payment, based upon the time frames listed above, will be deducted from the House Officer's final pay check.
- 52 Lump Sum payments that are for appointment extensions related to an elective research track will be paid from Medical School Delta Funds or Department Funds.
- 53 The specific payments made in November of each year, will be paid according to the salary schedule that includes the amount for the lump sum, or pro-rated for appointments less than a 100% FTE or for appointment extensions as stated above. These lump sum amounts are calculated on the basis of the stated specific percentage of the annual base salaries, as identified in the salary schedule.
- 54 Lump Sum Payment Table

Lump Sum Payment Table			
HO LEVEL	FY21 11/30/20	FY22 11/30/21	FY23 11/30/22
HO I	\$6,028	\$6,208	\$6,410
HO II	\$6,329	\$6,519	\$6,731
HO III	\$6,645	\$6,845	\$7,067
HO IV	\$6,978	\$7,187	\$7,420
HO V	\$7,326	\$7,546	\$7,792
HO VI	\$7,693	\$7,924	\$8,181
HO VII	\$8,077	\$8,320	\$8,590
HO VIII	\$8,481	\$8,736	\$9,020
HO IX	\$8,905	\$9,173	\$9,471

SECTION I. USMLE STEP 3/COMLEX LEVEL 3 EXAM
REIMBURSEMENT

- 55 For residents only, when taken prior to the House Officer's final residency program year at the University of Michigan, the University will reimburse a House Officer for the application fee for USMLE Step 3 or COMLEX Level 3 examination. This reimbursement also applies to a resident completing a one-year transitional residency at the University. Reimbursement will be for the examination application fee only and reimbursement is available for one (1) attempt.
- 56 A resident is eligible for reimbursement if they submit their score sheet to the Program along with the required documentation, as determined by their Department, to their CONCUR delegate or designee within 30 calendar days of receiving the exam results. For a resident in a one-year transitional residency, the completed reimbursement request and documentation must be submitted no later than June 1.

ARTICLE V. HOUSE OFFICERS ON GRANT FUNDING

- 57 Some House Officers may be appointed to a position that is funded by a grant. In this case, the annual salary rate paid to the House Officer may be greater than (but not lower than) the established annual base salary rate identified in Table 1, Paragraph 11. In such a case the following standards apply to eligibility for the annual lump sum payment to encourage savings:
- 58 If the salary rate paid under the grant appointment, is greater than the sum of the annual House Officer base salary (see Table 1, Paragraph 11) plus the amount of the annual lump sum payment as defined above, then no further lump sum payment shall be made.
- 59 If the salary rate paid under the grant appointment is greater than the annual House Officer base salary (per Table 1, Paragraph 11), but less than the sum of House Officer base salary plus annual lump sum amount, then a further lump sum payment shall be made. The amount of the lump sum payment will be enough to match the total compensation that is paid to a full time House Officer, at the same House Officer level, who is not on a grant-funded appointment (base salary, plus "lump sum payment" per the salary schedule).
- 60 In no case shall a full time House Officer's total annual compensation be less than the sum of the annual base salary plus the amount of annual "lump sum payment".

ARTICLE VI. INVESTMENT WORKSHOPS

- 61 The Benefits Office will schedule workshops regarding investment options for the House Officer savings plan. Individual advisement sessions may be arranged. TIAA/CREF, and Fidelity will be the preferred providers.

ARTICLE VII. FINANCIAL AID OFFICE COUNSELING

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- 62 The Medical School Financial Aid Office will offer a program of financial and debt management counseling for House Officers. Hours will be by appointment during designated hours or as arranged individually.

ARTICLE VIII. WORK HOURS/WORK SCHEDULES

- 63 With respect to House Officer work schedules and release time, the Employer is responsible for remaining in substantial compliance with Accreditation Council for Graduate Medical Education (ACGME) requirements.
- 64 Clinical and educational work hours are defined as all clinical and educational activities related to the residency/fellowship program; i.e., patient care (both inpatient and outpatient), administrative duties relative to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled activities such as conferences. Clinical work done from home, such as charting in the EMR and patient-related phone calls must count towards the clinical and educational work hour limit. Clinical and education work hours do not include reading, study, or preparation time spent away from the duty site. At-home call, defined as call taken from outside the House Officer's assigned site, is not included in the clinical and educational work hour calculations except for time spent in active patient care responsibilities. Time spent on the hospital premises after arriving from "at home call" are also included in the clinical and educational hour calculations.
- 65 Clinical and educational work hours must be limited to eighty (80) hours per week, averaged over a four (4)-week period, inclusive of all in-house call activities and designated off-premises activities. Residents must be provided with one (1) day in seven (7) free from all educational and clinical responsibilities, averaged over a four (4)-week period, inclusive of call. For purposes of this Article, one "day" or "release time" is defined as one (1) continuous twenty-four (24)-hour period, free from all clinical, educational, and administrative duties. Although the one (1) day free in seven (7) is averaged over a four-week period, the normal expectation and intent is that a House Officer would not work more than two (2)-weeks without a day off.
- 66 It is a responsibility of the House Officer to accurately report clinical and educational work hours to their Program Director by logging them in MedHub within the specified time frame and reporting any frequent or unusual violations directly to the Program Director. The Program Director, representing the Employer, is responsible for monitoring clinical and educational work hours for compliance with the above standard. In the event that a House Officer does not obtain release time in accordance with the standards set forth in paragraph 65, an alternative day off will be scheduled within the four (4)-week period. If alternative day(s) off cannot be scheduled then the House Officer will receive additional compensation equivalent to 1/365th of their annual base salary, for each day of release time that is not provided. Also, the Employer must immediately discontinue any work schedule practices that are not in compliance with these standards.

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- 67 If a House Officer's schedule is inconsistent with the above, the House Officer or the House Officers Association may request the work schedule to be reviewed by the Program Director. If work schedule concerns are not resolved to the satisfaction of the House Officer, the House Officer or the House Officers Association may appeal any work schedule concerns to the Graduate Medical Education Committee, or their designee. In such a situation, the decision of the Graduate Medical Education Committee will be final. It is further agreed that there shall be no retaliation, in any form, towards any House Officer as result of requesting review of their work schedule.
- 68 It is further understood that days off taken as vacation days will not be counted as release time as defined in paragraph 65. For example, if a Resident works the first two (2) weeks in a month, and takes the latter two (2) weeks as vacation, the resident shall still be entitled to two release days for the first two (2) weeks in that month.
- 69 If, during the term of this collective bargaining agreement, there is a change in the clinical and educational work hour standards specified by ACGME requirements, then those regulatory standards will take precedence over this language, and the parties will abide by any new standards promulgated by the ACGME. However, in no case will clinical and educational work hours exceed the limits set forth in paragraph 65. Prior to implementation of any change of practice due to a change in ACGME standards, the Employer and the House Officers Association will meet to review the revised standards, and discuss implementation plans.
- 70 The Employer recognizes that advance notice of work schedules is an important factor in a House Officer's ability to manage their professional and personal responsibilities. Effective November 1, 2020, Programs shall post House Officer rotation call/work schedules a minimum of fifteen (15) calendar days prior to the start of the rotation/block. Effective July 1, 2021, Programs shall post House Officer rotation call/work schedules a minimum of thirty (30) calendar days prior the start of the rotation/block. Once posted, work schedules shall not be arbitrarily changed. It is understood, however, that changes to posted schedules may be necessary due to unforeseen circumstances. Operational and patient care needs may require adjustments or additions to posted rotation call/work schedules from time to time, either prior to or during the rotation/block. Programs will attempt to minimize such changes. The Program Director retains sole final discretion to set and revise schedules, and to resolve scheduling disputes. Notwithstanding the foregoing, the Employer is not required to post rotation call/work schedules for the month of July in advance for incoming House Officers.
- 71 House Officers are responsible for meeting any program timelines or requirements related to schedule requests. If the House Officer does not submit their requests by the specified deadline, they forgo the opportunity to have such requests accommodated for the applicable rotation/block.

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- 72 House Officers returning to work from a leave of absence (LOA) shall communicate with their Program Director or the Program Director's designee at least two (2) weeks prior to their expected return-to-work date to confirm the date and discuss any matters related to the House Officer's anticipated work schedule upon their return.

ARTICLE IX. EXTRACURRICULAR MEDICAL PRACTICE

- 73 Extracurricular medical practice (moonlighting) refers to voluntary, compensated, medically-related work, not related with training requirements, performed outside or within the institution where the House Officer is in training or at any of its related participating sites. House officers are not required to engage in moonlighting, either internally or externally, but are allowed to moonlight provided such practice does not interfere with the ability of the House Officer to achieve the goals and objectives of the educational program, and does not interfere with the House Officer's fitness for work nor compromise patient safety. The University of Michigan malpractice insurance does not extend to extracurricular medical practice outside the University of Michigan Health System. Any extracurricular medical practice which requires that the House Officer assume *continuing* responsibility for patients is not permitted, as it may interfere with their responsibilities at the University of Michigan Health System.
- 74 Most often, House Officers moonlight at hospitals or health centers unaffiliated with the University of Michigan Health System. The services provided by House Officers to patient(s) at the University of Michigan as part of their GME program are reimbursed to the institution as direct GME payments, and the House Officer may therefore not receive extra remuneration for caring for patients in this situation. This policy not only affects the University of Michigan services connected to that particular GME program, but also services at other institutions that have signed affiliation agreements with that particular GME program. However, services provided by House Officers that are not related to their ACGME-approved program, including those within the University of Michigan Health system, are eligible for moonlighting payments. For example, a University of Michigan surgery resident could be permitted to moonlight at the St. Joseph's Hospital emergency room, as that is not part of their training program. A University of Michigan pathology resident could likewise moonlight in a University of Michigan ICU. These services are permissible, provided that services performed can be separately identified from those services that are required as part of the House Officer's approved GME program. Internal moonlighting opportunities are to be coordinated by an individual identified by the Department who is not a House Officer or a part of the operation of the educational programs within the Department.

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- 75 The individual Program Directors are required to approve and monitor House Officers' moonlighting activities on a yearly basis. House Officers, in turn, are required to notify their Program Director of all moonlighting activity prior to commencement as well as follow the institutional and program moonlighting policy. The Program Directors will provide all program House Officers with the moonlighting policy and the "Moonlighting Request Form", to be completed. This information is in turn submitted to the GME Office, as the ACGME requires that participating institutions maintain documentation of a House Officer's extracurricular medical practice. It is the Program Director's responsibility to determine if any moonlighting activities are in compliance with the institutional guidelines, and if not, take corrective action to remedy the infraction. Any House Officer found to be misrepresenting or underreporting moonlighting activity will be banned from additional moonlighting for the duration of their training, and the HOA and the GME Office will be notified. Additional disciplinary action can be taken at the discretion of the Program Director, following the guidelines explained elsewhere.
- 76 The purposes of this policy are to (a) protect patient safety, and (b) ensure that the training of House Officers within their University of Michigan GME program is not compromised. It is not meant to facilitate a *de facto* policy banning moonlighting by House Officers within a particular GME program. To this end, a House Officer in good standing who wishes to moonlight should be permitted to do so, provided the moonlighting position meets the conditions outlined above. Program Directors who feel that a particular House Officer should not be permitted to moonlight must provide concrete reasons for why that House Officer should not do so, as well as objective criteria by which the resident can improve their standing, i.e. performance reviews, incident reports, scores on in-service exams, etc. Vague statements, such as "moonlighting will impair your training here" are not valid criteria to use in denying the House Officer's request.

ARTICLE X. GRIEVANCES FOR MOONLIGHTING-RELATED ISSUES

- 77 If either the House Officer or the Program Director feels that the letter or spirit of this Agreement is not being upheld in regard to moonlighting, then a conference with the Program Director and the GME Committee will result. A grievance must be submitted by both the House Officer and the Program Director in writing to the GME Committee for discussion at their next scheduled meeting. The House Officer and the Program Director will then attend the GME Committee meeting to present the grievance. The GMEC will use the Evaluation, Promotion, Renewal, Dismissal of Residents/Fellows in their GME Educational Training Program Policy in order to mediate the process.

ARTICLE XI. OFF-CAMPUS ASSIGNMENTS

- 78 Attendance at medical conferences, or research or training at an off-campus site, shall be subject to the approval of the Employee's Service Chief as to the relevance of the subject matter and the service needs of the department. It is understood that when such an assignment is made, it shall not be counted as vacation time.

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- 79 The University remains committed to supporting House Officer access to healthy and safe learning and working environments while working in various health care delivery settings and systems that are relevant to their clinical specialty.
- 80 If issues arise concerning working conditions at an off-campus assignment, house officers are expected and encouraged to escalate those issues through their respective Program Director. Additionally, for the purpose of gaining deeper understanding of issues that arise at off-campus assignments, the parties will bring these issues to the Labor-Management Committee for tracking and discussion.

ARTICLE XII. VACATION/PAID TIME OFF

SECTION A. LENGTH OF VACATION

- 81 Except as provided in paragraph 83, House Officers shall be entitled to twenty-eight (28) days of vacation time per twelve (12) months of employment, inclusive of weekends (Saturday and Sunday). Therefore, a maximum of twenty (20) of these twenty-eight (28) days will occur on a Monday through Friday schedule. In the event a Program assigns and schedules vacation time by the month, no more than thirty-one (31) days of vacation time, inclusive of weekends, will be provided.
- 82 The underlying principle is equity among all House Officers at all levels, with each being eligible for four (4) weeks of vacation time per academic year.
- 83 A House Officer with a part-time appointment, either by FTE effort or employment within the twelve (12) month vacation period, will be entitled to vacation time, in direct proportion to their appointment.

SECTION B. ASSIGNMENT OF VACATION

- 84 Vacation shall be scheduled to meet the requirements of the Employer on a departmental basis with due consideration given to the Employee's wishes as to time and duration. The actual scheduling of vacations shall be the responsibility of the Program Director or equivalent level of supervision. Such vacations will be scheduled as a regular and routine part of service assignments over the course of the year. Once a vacation request is approved, the Employer shall not unilaterally change or cancel the approved vacation unless the Employer has implemented its Emergency Operations Plan pursuant to UMHS Policy 01-02-000. Either the Employee or the Program Director may initiate a request for a change to previously approved vacation, but any changes must be mutually agreed upon. Vacations are not cumulative and can only be taken during the current vacation period. Nothing herein shall be interpreted to limit vacation entitlement as outlined in this Article.
- 85 Vacation time may be requested for job interviews. Vacation time may also be requested for medical conferences that have not been approved by the Program Director pursuant to paragraph 92. Such requests will not be unreasonably denied.

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- 86 Any request for time off beyond the allotted vacation days, that is not subject to any other applicable article of this agreement, will be without pay and subject to approval from the Program Director.
- 87 Paid vacation time may be used to off-set deficits in training due to a Leave of Absence (LOA), to the extent allowed by the national certifying Board and following the processes and procedures identified by the Employer.

SECTION C. VACATION DEFINITIONS

- 88 A month is defined as either a calendar month or a period of time running from any date in a calendar month through the next preceding date in the next calendar month (e.g. January 15 through February 14).
- 89 A day shall be a calendar day. When necessary to compute a day's pay, it shall be 1/365 of the Employee's annual salary rate at the time a deduction is taken.
- 90 A vacation period will run for a twelve (12) month period immediately following the commencement of the Employee's appointment.

SECTION D. ADDITIONAL PAID TIME OFF

- 91 House Officers will receive time off without loss of pay to take examinations required by Programs or as part of their Board requirements.
- 92 House Officers will receive time off without loss of pay to attend conferences as specifically approved by the Program Director or designee.

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- 93 House Officers will receive time off without loss of pay to recertify for Basic Life Support (BLS), Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program (NRP), or Advanced Trauma Life Support (ATLS) courses as may be required by their current training program. These recertifications will be offered at no cost to the House Officer in accordance with guidelines established by the Employer. It is the responsibility of the House Officer to register in a timely fashion for recertification courses offered through the Employer, and to coordinate the date(s) of attendance with their Program Director. In the event there are no openings through the Employer's course offerings, House Officers will notify their Program Administrator. Following guidelines established by the Employer, the Program Administrator may request an exception by the GME Office for a course to be taken at an approved training site outside of the University. If approved by the GME Office, the House Officer will then be reimbursed for the cost incurred by recertifying through the outside vendor. Recertification is a condition of continued employment. In the event a certification lapses, the House Officer must obtain the certification, and may be required to utilize vacation to attend training or attend the training on a scheduled day off. In the event of a lapsed certification, the House Officer is responsible for paying the difference between the cost of initial certification and the cost of recertification. In the event of an absence from a course that the House Officer had registered for, which results in the Employer being charged for the missed course, the House Officer shall be responsible for either reimbursing the cost of the recertification course to the Employer or paying the full registration cost of the next recertification course they register for, except in cases where the House Officer missed the course due to a last-minute schedule change initiated by their Program.
- 94 The Employer will make reasonable efforts to provide House Officers with electronic or other written reminders of recertification deadlines at least six (6) months in advance, but it remains the responsibility of the individual House Officer to track and fulfill their recertification obligations. In no event will the lack of a written notice of the recertification deadline from the Employer operate to relieve the House Officer of the responsibilities set forth in paragraph 93.
- 95 The Employer will provide time off work with pay to a House Officer in a residency program to take the USMLE Step 3 or COMLEX Level 3 examination (no more than two (2) days) and this time will not count as usage of vacation, or other paid time off, as long as the House Officer has collaborated with the Program Director regarding the time period for which the test will be scheduled. In order for a House Officer to use this paid time off, the examination must be taken prior to the House Officer's final program year at the University, except in the case of a House Officer in a one-year transitional residency, who may also qualify for the paid time off. Should the House Officer need to retake the examination, the Program Director may require the use of vacation or that the exam is schedule on a scheduled day off.
- 96 The foregoing paragraph does not apply to fellowships.

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ARTICLE XIII. LEAVES AND IMPACT ON TRAINING

- 97 The HOA and the Employer recognize that due to leaves, as addressed in Articles XIV and XV, delays or interruptions may arise during 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. In such circumstances, if the trainee's Program Director and Clinical Competency Committee attest that the trainee has achieved required competence, the Program Director may seek on the resident's behalf, a reduction-in-training, to the extent allowed by the individual's national certifying Board.
- 98 Separately negotiated benefits contained within the collective bargaining agreement such as paid vacation during an appointment year may be used to off-set deficits in training due to leave time as defined in Article XIV and Article XV, to the extent allowed by the individual's national certifying Board and following the processes and procedures identified by the Employer. Reductions in training are not assured or guaranteed and are always subject to the applicable national certifying Board's approval, upon request of the Program Director in his or her sole discretion. In no case may the Program Director be compelled to make the request of the national certifying Board. The request is made solely on the assessment of readiness for independent practice. The Program Director's determination regarding reductions-in-training are not subject to the grievance and arbitration proceedings of the Parties' Collective Bargaining Agreement.
- 99 This language is applicable only to deficits in training time that result from leaves. It does not apply to deficits that may result from other actions, such as extensions due to remediation or probation.

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ARTICLE XIV. PAID LEAVE

SECTION A. SICK LEAVE

- 100 When a House Officer is unable to work due to illness or injury and certain criteria are met, certain paid sick leave shall be available. It is in our mutual interest that House Officers are both encouraged and supported by their programs and colleagues to not work when acutely ill (e.g., is contagious, dehydrated, or vomiting, or has diarrhea). We acknowledge that there is a shared responsibility of both Faculty and House Officers to assure coverage during this absence. It is also noted, however, that excessive absenteeism may result in corrective action.

SECTION B. SERIOUS ILLNESS LEAVE

- 101 To provide the Employee with confidentiality related to a serious illness, Work Connections, or its equivalent, will be utilized to obtain the necessary documentation for a paid leave under this Article. The Employer will be responsible for initiating the claim, however, the House Officer is able to do this as well. The House Officer is responsible for ensuring Work Connections receives required documentation within a reasonable time frame or a time frame as prescribed by Work Connections.
- 102 A House Officer who is unable to work for at least one (1) week due to a) a single incident of serious disabling illness or injury, b) intermittent absences to receive multiple, on-going treatments resulting from and following a single disabling illness or injury (such as chemotherapy, radiation therapy, physical therapy or dialysis), or c) severe complications from pregnancy that prevent attendance at work, or (d) a medically necessary period of physical recovery from childbirth that exceeds the amount of paid Maternity Leave provided pursuant to Section G shall receive up to a maximum of six (6) months, inclusive of weekends, of full pay in each three (3) calendar year period following their date of hire. Renewal of this six (6) months sick time benefit will occur on the first of the month in which the three-year anniversary occurs. However, if a House Officer is on paid sick leave under this provision on the renewal date, the renewal will be deferred until the House Officer returns to active employment for 30 days. The Employer will require verification of the House Officer's inability to work, including intermittent absences, before granting paid time off.
- 103 Time under the Family Medical Leave Act of up to twelve (12) weeks will run concurrently with any paid and unpaid time, beginning with the first day of a qualified illness.
- 104 When a House Officer has been off work due to a single serious illness or injury for thirty (30) calendar days, the circumstances will be discussed between the House Officer's Program Director and the House Officer to determine the appropriate course of action. Courses of action will include:
1. Return to work plan established based on Work Connections review of medical documentation from treating physician.
 2. Application submitted for Long Term Disability, if appropriate

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3. Obtain approval from GME Office for course of action
4. Contact of the HOA by the House Officer for information regarding the LTD Plan and other benefits that may be affected.

SECTION C. BEREAVEMENT LEAVE

- 105 In the event of the death of an Employee's spouse or other qualified adult as defined by University policy, or the son, daughter, parent, grandparent, brother, sister, grandchild (or spouse of any of them), of either the Employee or the other qualified adult, any other related person living in the Employee's household, or a significant other non-related person living in the Employee's household, an Employee shall be granted paid time off work. The amount of paid time off work shall be only that which is required to attend the funeral and/or make arrangements necessitated by the death, but in no event shall it exceed three (3) work days. If additional time off is needed, the Employee may request the use of available vacation time or unpaid leave.

SECTION D. JURY DUTY

- 106 Whenever a House Officer is called for jury duty, they will not experience any loss in salary or benefits. At the House Officer's request, the department will provide a letter requesting deferral of jury duty. It is recognized that jury duty service may require an extension of the House Officer's training program, depending on the time away from work.

SECTION E. LONG-TERM DISABILITY

- 107 A House Officer who has qualified for the HOA Long-term Disability (LTD) Plan shall be paid during the six (6) months elimination period. The elimination period begins with the House Officer's first day of absence and runs for a consecutive six (6) months. The elimination period will run concurrent with any time paid in conjunction with this Article. In no case will a House Officer receive more than six (6) months paid leave time in any twelve (12) month period.

SECTION F. PREVENTATIVE CARE AND PERSONAL DAYS

- 108 A House Officer who has a preventive medical or dental appointment, shall receive paid time off, not exceeding eight (8) hours per year. Preventative Care time is intended to be taken in full or half day increments. However, Preventative Care time may also be taken in increments of less than a half day to accommodate a late arrival or early departure for the purpose of attending a preventative appointment. The House Officer must provide their Program Director with at least thirty (30) days advance notice of the need to take Preventative Care time, on a form provided by the Employer. A House Officer will make reasonable efforts to provide notice to the program and assist the program in securing coverage for any assigned duties.

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- 109 In addition, a House Officer shall receive one (1) Personal Day per program year, which may be used for any personal need, including medical, dental, or mental health appointments. Personal Days may be used in full or half day increments, but nothing less. The House Officer must give their Program Director at least thirty (30) days advance notice of the need to take a Personal Day, on a form provided by the Employer.
- 110 Unused Preventative Care and Personal Days shall not be carried over from program year to program year, and shall not be available to use to offset deficits in training due to leaves of absence or other reasons.
- 111 A House Officer with a part-time appointment, either by FTE effort or employment within the program year, will be entitled to Preventative Care and Personal Days in direct proportion to their appointment.

SECTION G. MATERNITY LEAVE

- 112 A House Officer who gives birth shall receive six (6) weeks of total paid time for the physiological recovery from childbirth. A House Officer who gives birth by Cesarean section shall receive an additional two (2) weeks of paid Serious Illness Leave for physical recovery, pursuant to Section B of this Article. In either case, if additional time off is medically required for recovery, the House Officer will be granted Serious Illness leave under Section B of this Article. The six (6) week period of Maternity Leave, plus any additional Serious Illness Leave as described above, if requested by the House Officer, is to be used during the period immediately following delivery of the child. Regardless of when the time is taken, it is to be taken for a consecutive period of time. A House Officer who elects to take less than six (6) weeks for paid time for childbirth must present a written release from her physician to return to work.
- 113 Maternity Scheduling Considerations: During the last trimester of pregnancy and for two (2) months post-partum, overnight call will not be scheduled and duty will be limited to twelve (12) consecutive hours. Exceptions may be approved by the House Officer's Obstetrician, or other appropriate physician only. A good faith effort will be made by the Employer to accommodate any other health care needs, including scheduling, that may arise during the course of the pregnancy.

SECTION H. PARENTAL LEAVE

- 114 Parental Leave: A House Officer who becomes a parent on or after their employment start date, including birth mothers who take maternity (childbirth) leave, are eligible for up to six (6) consecutive weeks of paid time off to bond with a newborn, newly adopted or newly fostered child, or minor child for whom legal guardianship has been newly appointed. Parental leave is available for use within one (1) year of the event. Requests for Parental Leave must be made to the Program Director at least three (3) months in advance of the expected start date of the parental leave. If three (3) months advance notice is not possible due to emergency or reasonably unanticipated circumstances, the request for Parental Leave shall be submitted as soon as practicable. Program Directors will make every effort to honor the requested start date for the Parental Leave, but patient care and other critical operational needs may be taken into account when scheduling parental leave. Parental Leave shall be taken as a single, continuous block of time. A House Officer may request to take their Parental Leave on a non-continuous basis, but the Program Director retains sole discretion to determine whether such non-continuous leave can be accommodated. A House Officer shall not alter Parental Leave dates when taken in a continuous block or non-continuous Parental Leave dates that have been approved by the Program Director, unless the requested change is prospectively approved by the Program Director.
- 115 Paid Parental Leave shall apply to births, or adoptive/foster placements, or legal guardianships that occur on or after July 1, 2020. Paid Parental Leave taken pursuant to this section will be offset by any Secondary Care Provider Leave taken prior to July 1, 2020, for the same event, pursuant to the terms of the previous collective bargaining agreement.

ARTICLE XV. UNPAID LEAVE

SECTION A. MILITARY LEAVE

- 116 A House Officer, who is in good standing and who informs their Program Director that they intend to continue their current residency program at the University, shall be granted a leave of absence without pay for the period of required active duty when he (1) is inducted for active duty military service through the selective service system or (2) volunteers for active duty military service rather than being inducted or (3) is assigned to alternate service through the selective service system in lieu of being inducted. Following such a leave of absence, the House Officer, who receives a certificate of satisfactory completion of service, applies for reinstatement within ninety (90) days after release from active duty, and is still qualified to perform as a House Officer, shall be returned to House Officer responsibilities and duties at the appropriate House Officer level. Such return shall be at substantially the same point in time as the date of departure and continue at least until the following June 30, provided performance during this period is satisfactory.

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SECTION B. PERSONAL LEAVE

- 117 At their request, a House Officer may be granted a leave of absence without pay at the discretion of their Program Director.
- 118 A House Officer who is completing a training program at the University, and has been accepted into an additional ACGME accredited training program at the University that does not begin immediately upon completion of the first program due to the University making the program's start date later than July 1st, will be placed on an unpaid personal leave of absence for the interim period, up to a maximum, of thirty-one (31) days. During that interim period, up to thirty-one (31) days, the House Officer will remain eligible for University benefits, and will be required to make the standard employee contributions to that coverage.

SECTION C. FAMILY MEDICAL CARE LEAVE

- 119 A House Officer who is unable to work because they are needed to care for a seriously ill family member will be granted an unpaid leave of absence for up to twelve (12) weeks every twelve (12) months. The twelve (12) weeks is reduced by any Serious Illness, Maternity or Parental leaves of absence taken in the previous twelve (12) months. For this purpose, "family member" is defined as the House Officer's spouse or other qualified adult as defined by University policy; and, without regard to their place of residence, the child, sibling, parent, grandparent, or other related individual whose care is the responsibility of the House Officer, spouse or other qualified adult.
- 120 For House Officers who qualify for Family and Medical Leave Act benefits under University policy, Family Medical Care Leave as described in this section may be counted toward their annual FMLA leave entitlement. However, a House Officer need not be eligible for FMLA leave in order to receive the Family Medical Care Leave described in this section.

SECTION D. BENEFIT CONTINUATION

- 121 Subject to and consistent with the Group Health Insurance Plan and Group Dental Assistance Plan, coverage, including University contributions, will be continued for up to twelve (12) weeks in each twelve (12) month period for House Officers during Family Medical Care Leave

SECTION E. GENERAL CONDITIONS

- 122 Unless mutually agreed otherwise by the parties, the twelve (12) month period referenced in Family Medical Care Leave and Benefit Continuation will be an annual twelve (12) consecutive calendar month period commencing on the House Officer's date of hire.

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- 123 When medically necessary, Family Medical Care Leave may be taken on an intermittent or reduced effort basis, provided, however, the House Officer shall: a) make all reasonable efforts to schedule any required treatment(s) so as not to unduly disrupt the Department's operations and, b) notify the Department as far in advance as possible. The total time off shall not exceed the limits described in this Article.
- 124 House Officers taking leaves on a reduced or intermittent basis may be reassigned to other assignments similar to the ones held before the leave which better accommodate leave taken on a reduced or intermittent basis. No reassignment shall result in a reduction of wages or benefit(s) levels which were in place prior to the leave.
- 125 Upon return from, or completion of, the first twelve (12) weeks of a Family Care Leave, the House Officer will immediately resume their assignment at the level prior to the leave.

ARTICLE XVI. MEALS

- 126 In an effort to provide the Employee with access to healthy food options at all times while at work, the Employer agrees to maintain uninterrupted access to the cafeteria or other food-providing service twenty-four hours per day, every day of the year. If food services are not available 24 hours a day, in the building complex the House Officer is assigned or reasonable proximity, the Employer will engage the HOA in a discussion to identify and implement an alternative solution. In the interim, should the need arise, the Employer will provide a method to provide fresh refrigerated food products within the House Officer Lounge or agreed upon alternative location. Food services will be reviewed on a yearly basis through the Labor-Management Committee (LMC). A mutually agreeable corrective action plan will be developed and implemented if this arrangement is found to be unsatisfactory to either party.
- 127 The Employer agrees to include house officers on appropriate committees or groups that pertain to food-related decisions.
- 128 The Employer agrees to encourage the consistent availability of healthy food options, and the expansion of the current menu to include items for non-traditional diets (possibly including Kosher, Vegan, Gluten-free, etc).
- 129 The Employer agrees to support the Employees in efforts to have local food establishments accept MCard (or equivalent) payment for food delivery.

SECTION A. MEAL ALLOWANCES

- 130 Within 2-weeks upon hire, a House Officer will receive \$100 on their MCards to alleviate the out-of-pocket expense and lapse in the meal allowance processing period. Amounts will be adjusted as follows:

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- 131 A House Officer who works in the hospital eighteen (18) hours out of a twenty-four (24) hour period, beginning at 6:00 a.m., because they are required to do so, will receive a meal allowance from the University through procedures established by the Employer (funds added to the MCard), for the evening and the following morning meal weekdays. In addition, an allowance for the noon meal will be provided on Saturday and Sunday. This provision will only apply when the House Officer is on assignment at University of Michigan Health System. Meal allowances effective July 28, 2015, shall be for the following amounts: 1) Breakfast: \$9.00 2) Lunch: \$11.00 3) Dinner: \$11.75
- 132 When patient care requires a House Officer to be in the hospital for equal to or greater than twelve (12) hours, and the hours worked include 7:00 p.m., the House Officer will receive a meal allowance for the evening meal. Any educational, clinical or administrative activity that is included in the calculation of clinical and educational work hours, as defined in Article VIII – Work Hours/Work Schedules, is considered appropriate to be included in this daily counting of 12 hours. When a House Officer has remained in-house for at least twelve (12) hours during the night shift and into the next morning, s/he will receive a meal allowance for the evening and breakfast meals. Management will encourage Program Administrators to send monthly communication to solicit any House Officers who have met the criteria for meal allowances. Any question regarding eligibility for meal allowance will be resolved by a House Officer's Program Director.
- 133 The Departments of Neurosurgery, Orthopedic Surgery, Surgery and Urology will preload \$228 onto the MCard, prior to the start of each month, to qualifying House Officers based on the number of qualified House Officers.
- 134 A qualifying House Officer must be a house officer covered by this agreement on a clinical rotation at a University of Michigan Health System location.
- 135 If an issue arises with the availability of food options or the availability of meal allowances during a required rotation, that is a part of the standard curriculum, at an affiliated facility, then it is the duty of the House Officer to report these issues to the Program Director. If the issues cannot be resolved at a department level, then the issue can be brought forward to the LMC for further discussion.
- 136 Any meal allowance balance remaining on the House Officer's MCard upon separation of employment is forfeited, and it is not eligible to be cashed out or reimbursed to the House Officer.

HOA CONTRACT

ARTICLE XVII. CALL ROOMS

- 137 The Employer will provide sleep facilities that are safe, quiet and available and accessible to residents and fellows to support education and safe patient care. The Employer shall make a bed available (not on the ground) for every House Officer needing to remain overnight. To this end, not less than seventy-six (76) on-call rooms, with telephones and lockable doors, which accommodate not more than two (2) individuals per room, except that one room will accommodate not more than three (3), will be provided. The number of beds per room can be modified by mutual agreement between the Employer and the Association. Bunk beds may be added in specified on-call rooms by mutual agreement between the Association and the Employer at Association request. Ladders for bunk beds shall be provided. Lockable bins with built-in locks shall be provided in the on-call rooms to protect the personal property of the House Officers. A computer with access to the Health System information system shall be installed in each call room.
- 138 All call rooms shall be cleaned daily between the hours of 8 a.m. to 5 p.m. with sheets, blankets, towels, wash cloths and soap provided. It is recognized as a joint responsibility to develop and implement a mechanism for House Officers and management to maintain neatness so that Environmental Services can clean each on-call room daily. To this end, a list of contact information will be posted in each room to facilitate problem resolution. It is understood that these rooms are for the priority use of House Officers at all times. Other staff will be restricted from using on-call rooms except for cleaning and maintenance work. Bath and shower facilities, not shared with patients or families shall be made easily available to on-call rooms. Access to shower/toilet rooms shall be made available to House Officers within a reasonable distance from the on-call room. House Officers shall be granted access to the shower/locker room located on B1 Taubman Center, and the OR shower area.
- 139 A list of these rooms and any changes will be provided to the Association by the Employer. All changes made to the current list of on-call rooms will be reasonably comparable and by mutual agreement through LMC (Labor-Management Committee).
- 140 The House Officers Association shall have the right to designate, subject to approval by the Employer, as many as three (3) on-call rooms in University Hospital and one (1) each at the Mott and Women's Hospitals for female use exclusively. These designations may be changed by the House Officers Association, subject to approval by the Employer.
- 141 The Employer will secure and maintain call room space for House Officers who are on "home call" status.

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ARTICLE XVIII. WORK ENVIRONMENT

- 142 Upon employment, the Employer will provide three (3) white coats to each House Officer for their use for the duration of their training program. These white coats will be personalized with the House Officer's name embroidered, or affixed in another manner, for personal identification. A worn out or damaged coat may be exchanged by the Employee on a one-for-one basis as needed. The house officer's Department is responsible for implementing a process for the facilitation of the cleaning of white coats. This process must exclude the House Officer personally being responsible for delivering and picking-up their white coat from Laundry Services.
- 143 The Employer has the authority and obligation to make available high quality medical and dental care for patients and to provide and maintain a suitable environment for the practice of medicine for the Employees covered by this Agreement. In this regard, the Employer agrees to make reasonable efforts to continue to improve that care and environment.
- 144 The Employees covered by this Agreement have the responsibility and obligation to provide high quality medical and dental care for patients within the resources and environment made available by the Employer.
- 145 In implementation of the above, the parties agree as follows: High-quality medical and dental care requires the combined, coordinated and inter-disciplinary efforts and services of a variety of personnel and the specific identification and assignment of tasks required for proper patient care to certain categories of personnel, to the exclusion of other categories, is not practical nor in the best interest of good patient care.
- 146 It is understood, however, that House Officers are not normally required or expected to function as clerks, messengers, transporters or custodians. However, House Officers may occasionally be required to perform these functions when no other employees responsible for these services are available.
- 147 In no event shall a House Officer be required to perform such functions on a regular and recurring basis for substantial periods of time. The question of whether an individual House Officer is being required to function to this extent as a clerk, messenger, transporter or custodian may be the proper subject of the Grievance and Arbitration Procedure.
- 148 In addition and when a House Officer is required or decides, on the basis of direct assignment or in the exercise of professional judgment and in the best interest of good patient care, to perform the principal duties of hospital-related job classifications, whether professional or non-professional, but the House Officer believes the task should be performed by another category of personnel because the time involved in the performance of the task prevents the House Officer from delivering other important medical care on a timely basis, the following procedure should be utilized by the House Officer.

HOA CONTRACT

- 149 Following completion of the task, immediately contact the House Officer's Program Director, or designee, who will make a decision on the appropriateness of the direct assignment or the House Officer's exercise of professional judgment, or, at the option of the House Officer, make contact with the HOA administrator and they will contact the Administrative Liaison for the University. Prior to contacting the Administrative Liaison, either the House Officer or the HOA will fill out the House Office Improper Work Duty Assignment Claim (attached as Appendix A). The Administrative Liaison will promptly investigate the situation and respond in writing to the House Officer and the Association. A copy of the response will be forwarded to the House Officer's Program Director. If the issue is determined to involve administration of the contract, then the Contract Administrator for the University will be notified and will investigate accordingly.
- 150 The House Officer lounge currently provided, or one of comparable size and with comparable furnishings, will be maintained by the Employer. The lounge will be cleaned daily.
- 151 The design and building of new facilities or the expansion or revision of existing facilities will involve the consideration of work flow, new technology and/or technological needs, and structure utilization for House Officers. Committees formed to address these matters shall request participation by a House Officer from the affected area to provide information relevant to the considerations listed above, unless mutually agreed otherwise.
- 152 The Employer will continue to clearly identify a partitioned space in the Hospital cafeteria as reserved for medical staff.
- 153 The Employer will continue to provide for the safety of Employees during the periods of employment. In the event that an Employee or the Association has a grievance concerning this provision, the grievance procedure should be utilized as soon as possible.
- 154 The Employer will place equipment and supplies in a consistent manner in each "clean room". Shelves will be labeled and an index available identifying the location of the equipment and supplies available in each "clean room."
- 155 The University is committed to providing state-of-the-art safety equipment in the Operating Rooms and Emergency Department. Education will be provided annually to House Officers on the availability and use of equipment through departmental teaching programs. House Officers commit to using the safety equipment provided.
- 156 The University will post protocols for needle sticks and other body substance exposures on the Nursing units, the operating rooms, the Emergency Department, angiography suites, and in other applicable areas.

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- 157 The University will provide available safety and security information and training, as requested by the Association or as deemed appropriate by the University. Hospital Security Services will offer personal safety and violence management training, as requested by the Association.
- 158 Recognizing that the improvement of patient care, work environment, and education often involve complex interactions, the appropriate committee(s) and the Labor-Management Committee (LMC) are the proper, but non-exclusive, forums for consideration of these matters.
- 159 The University recognizes that its physicians provide care for patients having some of the most difficult medical problems in the State. The University recognizes that the bulk of this care is delivered by the House Officers, along with the attending staff, who are licensed physicians. The University also recognizes that the quality of patient care is directly related to the supportive and ancillary services.
- 160 Supportive and ancillary services are those services commonly provided by hospitals, which free physicians from non-physician tasks and permit them to devote the bulk of their time to providing patient care.
- 161 The Employer agrees to provide timely phlebotomy service 24 hours a day every day. This service shall include, but not be limited to, blood cultures and all other laboratory draws in all units including all ICU's. However, in extraordinary circumstances only, the regular blood drawing service will not be required to draw blood. For purposes of this section, House Officers are not considered part of the regular blood drawing service. Extraordinary circumstances are defined to be, and limited to, life threatening situations in which a patient is "coding" or "about to code". Whether extraordinary circumstances exist will be determined by a House Officer's assessment of the patient's condition.
- 162 The Employer also agrees to provide timely IV services, which shall include, but not be limited to placement and maintenance of IV catheters. This service shall be provided 24 hours a day every day in all units including all ICU's.
- 163 The Employer agrees that no less than the current level of IV service will be maintained on an around-the-clock basis during the term of this agreement.
- 164 Reporting problems/concerns with designated ancillary services: Incidents will be reported on standard forms to the Association. As trends are recorded, the Association liaison will be appraised of the trend, and appropriate actions will be taken to address the problem.

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ARTICLE XIX. PARKING

- 165 The Association and the Employer agree to review all House Officer Parking Programs on a quarterly basis through the Labor-Management Committee (LMC). Under this Agreement, House Officers have three (3) different parking programs in order to meet the unique parking needs related to House Officers' work schedules and rotations, as well as access to the emergency entrance valet, as outlined in paragraph 174. These three (3) programs are referred to as the 24/7 Access Program, the After-Hours Access Program, and Coupon Access Program.
- 166 **24/7 Access Program.** The Employer currently provides designated parking in the form of 24/7 access to the P3 or P5 parking structures, with such access being provided to three hundred eighty-eight (388) eligible Employees at any given time. The Employer retains the discretion to determine the location of the 24/7 Access Program, or any portion thereof, within any of the follow structures; P1, P2, P3, P4, and P5. Further, it is understood that this 24/7 access remains available only for Employees who meet certain agreed upon criteria during a given period of time.
- 167 Programs can request access for qualifying House Officers no more frequently than every two (2) weeks. In order to participate, possession of an annual Blue AVI permit or a monthly Blue parking permit is required.
- 168 House Officers must park in spaces signed for program use and can only overflow into Visitor Parking when assigned structures become full.
- 169 House Officers must use the entrance/exit lanes assigned for this parking program.
- 170 The Employer and the Association shall, through the Labor-Management Committee (LMC), jointly review the allocation of available P3 24-Hour parking access between programs, and agree upon any changes to those allocations by May 30 of each year.
- 171 Individual programs with an allocation of 24-Hour parking shall have discretion to determine the criteria by which access will be distributed among House Officers in the program, but shall base such decisions on which House Officers have the most need for access to parking during peak weekday business hours. Program Directors, or their designees, shall obtain input from Chief Residents and other House Officers in the program in making such determinations, but remain responsible for oversight of this process and final decision-making.

- 172 **After-Hours Access Program.** The Employer will provide access to P3 between 4:00 p.m. and 9:00 a.m. Monday through Friday and 24 hours on weekends. Logistics, Parking, and Transportation Services staff personnel may program this access onto the House Officer's annual Blue permit or on the House Officer's UMID badge (MCard) if they do not have a Blue permit. House Officers must park in spaces signed for program use at P3 and can only overflow into P3 patient/visitor parking or P2 when P3 becomes full. There is strict oversight of this program. Violators may face disciplinary action and/or lose their access. Employees must use the entrance/exit lanes assigned for this parking program.
- 173 **Coupon Access Program.** An Employee who has been assigned to an off-site location and is required to return to the Hospital prior to 4:00 p.m. (given that at 4:00pm they will have access to P3) will not have to pay for parking fees incurred in the Patient/Visitor Parking Structure (P2) during the required return period. This provision is intended for occasional, short-term parking and is not to be used for all-day parking. Exit from the parking structure will require a parking coupon with QR code, available primarily through their individual Program Administrators or the Program Administrator's designees. If the Program Administrator is not available, the parking vouchers will be available at the main entrance desk located on floor 1 of the Taubman Center prior to leaving the parking area.
- 174 Employees who are called to the Hospital for an emergency consult, whether in the Emergency Department or on a service, may use valet parking at the Emergency Entrance at no expense. Employees must provide the valet attendant with proper identification and indicate which service the consult is related to.
- 175 All House Officers with a House Officer level of HO6 and above are eligible to purchase a Gold parking permit.
- 176 The Employer reserves the right to modify this arrangement upon two (2) weeks' notice to the Association; provided, however that no such notice will be given until the Association has had the opportunity to discuss the matter with the University in an effort to solve the problem. While the Employer cannot foresee every reason for modification, modification will not be unreasonably exercised, i.e., will not be exercised without good reason. It is understood that impact on Patient/Visitor parking needs would be reason for modification. In any case, however, abuse of this arrangement shall always be reason for modifying the current arrangement. Notwithstanding the foregoing provisions of this paragraph, the number of Employees who may be eligible for 24/7 access at any given time shall not be less than the current number of three hundred eighty-eight (388) during the term of this Agreement without prior agreement of the Association.

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- 177 Parking & Transportation Services will communicate changes to parking structures and parking processes to the HOA Board at least two (2) weeks prior to any change. At this point, one (1) parking services contact individual will be identified to communicate with the HOA Board during the transition period, which will begin two (2) weeks before the change and end at a time mutually agreed upon by the HOA Board and the Employer.

ARTICLE XX. DISCIPLINE

- 178 The Employer shall not discharge or take other disciplinary action without just cause.
- 179 A grievance which concerns this Article shall begin at Step Three of the Grievance and Arbitration Procedure, provided it is submitted in writing at Step Three within thirty (30) calendar days after receipt by the Employee of the Employer's written notification of the disciplinary action.
- 180 Notwithstanding anything in this Article, whenever a House Officer is suspended, terminated or not reappointed to a residency/fellowship training program, the House Officer will be promptly informed of the specific reasons for the action. Matters of suspension or termination from, or appointment or non-reappointment to, a residency/fellowship training program shall remain within the exclusive discretion of the University and shall not be subject to the Grievance and Arbitration Procedure Article. Matters of professional conduct shall be subject to the provisions of the University of Michigan Health System Medical Staff Bylaws and Bylaws Supplement and as they may be amended from time to time. In the event proceedings are instituted under Article VIII of the University of Michigan Health System Medical Staff Bylaws and Bylaws Supplement, the Association shall be notified. No matter concerning professional conduct shall be subject to the Grievance and Arbitration Procedure Article, except for a question as to whether the procedure set forth in the Bylaws was followed.
- 181 Whenever practicable, House Officers will receive notice of non-reappointment no later than 4 months prior to the end of their training year.
- A. It is the intent of the Employer to assure that each House Officer is given appropriate due process in any issue concerning unsatisfactory work performance.
- B. Each training program will maintain a written policy regarding the criteria for promotion, and/or renewal of House Officer's appointment as per ACGME guidelines.
- C. Additionally, a copy of a program's policy on promotion and/or renewal of a House Officer's appointment, as well as any related policies on evaluation, remediation, probation, suspension, and termination will be provided to the House Officer Association or an individual House Officer, upon request.
- D. The Employer, however, retains the right to immediate termination of a House Officer without remediation in order to ensure the safety of either patients or staff.

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- 182 It is understood that the collective bargaining agreement addresses the terms and conditions of employment, but *does not* extend to oversight of a House Officer's academic training program.
- 183 However, the Employer and the House Officers Association share a common interest with regard to providing assistance and support for a House Officer in the event a House Officer receives notice of a remediation plan, probation, suspension, termination, or non-re-appointment from their Program Director.
- 184 The Employer agrees to assist the House Officer with making contact with the House Officers Association in such a circumstance, so that the House Officer is aware of the services and support that may be provided by the House Officers Association. To this end, the parties agree to meet at least Quarterly in the Labor-Management Committee to explore the best approach and method(s) for this assistance to be provided.

ARTICLE XXI. GRIEVANCE AND ARBITRATION PROCEDURE

SECTION A. DEFINITION OF GRIEVANCE

- 185 A grievance is a disagreement, arising under and during the term of this Agreement, between either (1) the Employer and any Employee concerning (a) the Employee's employment and (b) the interpretation or application of the provisions of this Agreement or (2) the Association and the Employer concerning the interpretation and application of this Agreement on a question which is not an Employee grievance or which concerns more than one Employee, and involves a common fact situation and the same provision(s) of the Agreement.

SECTION B. ASSOCIATION GRIEVANCE FILING

- 186 In the event that the Association has a grievance, it shall begin at Step Three of the grievance procedure, provided the written complaint is received by the Director of Labor Relations or designee within twenty (20) calendar days following knowledge of the facts giving rise to the complaint. Such a grievance shall be submitted by the Association President, or the president's designated representative, on behalf of the Association or on behalf of more than one Employee involving a common fact situation and the same provision(s) of the Agreement.

SECTION C. REPRESENTATION

- 187 For this purpose, an Association representative may represent an aggrieved Employee as provided in the following sections. The Association will provide the Employer with a list of representatives appointed for this purpose.

SECTION D. PROCEDURE

- 188 The following procedure shall be the sole and exclusive means for resolving complaints or grievances.

HOA CONTRACT

- 189 Upon written request from the Association, the Employer shall provide available and relevant information which is necessary to properly process a grievance.

STEP ONE

- 190 An Employee may bring a grievance concerning their employment to the attention of their Department Chairperson (or equivalent level of supervision) or their designee and may attempt to resolve the grievance with or without the assistance of an Association representative. However, there shall be no resolution which is inconsistent with the terms of this Agreement.

STEP TWO

- 191 In order to be further processed under this Agreement, a grievance must be filed in writing within thirty (30) calendar days following knowledge of the facts giving rise to the complaint. A written grievance must be filed with the Employee's Department Chairperson (or equivalent level of supervision), or their designee by an Employee or by the Association on behalf of a named Employee. The Department Chairperson shall provide the Association with a written response within fourteen (14) calendar days of filing, or the discussion, whichever is the later.

STEP THREE

- 192 A written grievance which is not resolved at Step Two within fourteen (14) calendar days of filing or the discussion, whichever is the later, may be referred to the Director of Labor Relations or designee by the Association. The Association may timely refer a written grievance to Step Three at any time within ten (10) calendar days after either the expiration of the fourteen (14) calendar-day time limit or receipt by the Association of the Department Chairperson's written response, if later.
- 193 Any party may request discussion. The Director of Labor Relations or designee shall provide the Association with a written response within thirty (30) calendar days of filing, or the discussion, whichever is the later. The Employer and the Association may mutually agree to add a process for dispute mediation prior to arbitration. In this event, the parties will agree on a list of mediators to use and will share the costs of mediation equally.

STEP FOUR

- 194 A grievance as defined in Section A and which is not resolved at Step Three within thirty (30) calendar days of referral or the discussion, if any, may be submitted to arbitration. The Association may timely submit a grievance to arbitration any time within ten (10) calendar days after receipt by the Association of the Labor Relations' or designee's written answer.

HOA CONTRACT

- 195 In order to submit a grievance to arbitration, the Association shall file a written notice of intent to arbitrate with the Director of Labor Relations. Such notice shall identify the grievance and the issue, set forth the provisions of the Agreement involved, and set forth the rationale explaining how the Agreement has been violated and the remedy desired. If no such notice is given within the prescribed time limit, the grievance shall not be arbitrable.
- 196 Thereafter, the Employer and the Association may attempt to select an arbitrator. If there is no mutual selection of an arbitrator within seven (7) calendar days after notice of intent to arbitrate, selection of an arbitrator will be from a panel of seven arbitrators secured from the Federal Mediation & Conciliation Services (FMCS).
- 197 No later than seven (7) calendar days after receipt of the panel, the parties will select an arbitrator by alternately striking names. The order of striking will be determined by a coin toss. The remaining name will serve as arbitrator.
- 198 Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:
- 199 Either the Employer or the Association or both shall notify the arbitrator of their selection and upon their acceptance shall forward to the arbitrator a copy of the grievance, the Employer's answer at Step Three, the Association's notice to the Director of Labor Relations as provided for in this section, and a copy of the Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to either the Employer or the Association as the case may be. In the event the arbitrator does not accept being selected, the selection process shall be repeated until an arbitrator has accepted selection.
- 200 Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision. All arbitration hearings shall be held at 1500 E. Medical Center Drive, (the main medical campus), unless the Employer and the Association mutually agree on another location.
- 201 At the time of the arbitration hearing both the Employer and the Association shall have the right to examine and cross-examine witnesses.
- 202 Upon the request of either the Employer or the Association, or both, a transcript of the hearing shall be made and furnished to the arbitrator, if the arbitrator so requests, with the Employer and the Association having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
- 203 At the close of the hearing, the arbitrator shall afford the Employer and the Association a reasonable opportunity to furnish briefs if either party requests the opportunity.

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- 204 The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance (as defined above) submitted to them consistent with this Agreement and considered by them in accordance with this Agreement.
- 205 The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of the Agreement.
- 206 The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. The expenses of, and the compensation for, each and every witness and representative for either the Employer or the Association shall be paid by the party producing the witness or having the representative.
- 207 The arbitrator shall render their decision in writing as soon as possible.
- 208 The arbitrator's decision, when made in accordance with their jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Association, and the Employee or Employees involved.

SECTION E. TIME LIMITS

- 209 The time limits set forth in this Article may be extended only by mutual agreement of the parties. Whenever time limits are used in this Article actual electronic email receipt or a postmark, if mailed, will control.

ARTICLE XXII. EMPLOYER RIGHTS

- 210 All employer rights, powers, discretion, authority, and prerogatives are retained by and shall remain exclusively vested in the Employer, except as clearly and specifically limited by this Agreement.

ARTICLE XXIII. NON-INTERFERENCE

- 211 The Association and its officials will not cause, support, encourage, or condone, nor shall any Employee or Employees take part in any concerted action against or any concerted interference with the operations of the Employer, such as the failure to report for duty, the absence from one's position, the stoppage of work, or the failure, in whole or in part, to fully, faithfully, and properly perform the duties of employment. Nothing in this paragraph shall be construed to limit individual participation in an activity that is unrelated to the employment relationship.
- 212 In the event of any such action or interference, and on notice from the Employer, the Association, through its officials, will immediately disavow such action or interference and act affirmatively to prevent or bring about the termination of such action or interference by instructing any and all Employees to cease their misconduct and informing them that this misconduct is a violation of the Agreement, subjecting them to disciplinary action, including discharge.

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- 213 If the Association, through its officials, performs its obligations as set forth in this Article, the Employer agrees that it will not file or prosecute any action for damages against the Association or its officials. Nothing herein, however, shall preclude the Employer from proceeding against any Employee involved in such action or interference.

ARTICLE XXIV. NON-DISCRIMINATION

- 214 The Employer and the Association agree that there will be no discrimination in the application of this Agreement because of race, creed, color, national origin, age, disability, sex or sexual orientation, or any other protected class recognized by the State of Michigan or Federal law.
- 215 Nothing in this Article shall be construed to prevent an Employee alleging discrimination from exercising constitutional or statutory rights which may be available. A House Officer also has the right to pursue a legal remedy for sexual harassment in addition to, or instead of, using internal reporting procedures.
- 216 The Employer and the Association recognize the need for increased female and under-represented minority representation in all areas of medicine. We support efforts to increase representation at The University of Michigan Health System.
- 217 In addition, the Employer agrees to provide the Association with data annually of the female and minority representation of the House Staff.
- 218 The Employer and the Association will continue to support mutually agreeable programs to promote the diversity of the House Staff.
- 219 The Employer and HOA are committed to preventing and eliminating discrimination and sexual harassment of all staff. To that end, all parties will agree to follow the University policies and procedures regarding Discrimination and Sexual Harassment.
- 220 House Officers will be informed of the University's policies and procedures regarding harassment and discrimination issues during new hire orientation, and on an annual basis as part of the sexual misconduct learning module.
- 221 In the interest of providing support to the House Officers, information about resources available to assist House Officers with instances of discrimination or sexual harassment is available online via the following link: <https://sexualmisconduct.umich.edu/>.

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ARTICLE XXV. ASSOCIATION DUES

SECTION A.

- 222 During the life of this Agreement and to the extent the laws of the State of Michigan permit, every employee, beginning with the month following (1) thirty (30) calendar days after the execution date of this Agreement or (2) thirty (30) calendar days after employment in the bargaining unit, whichever date is the later, and monthly thereafter, beginning September and ending in June, may tender to the Association either periodic and uniformly established dues, or, in the alternative, a service charge in an amount equivalent to periodic and uniformly established dues. Such membership dues can be tendered or paid to the Association either as provided in Article XXV, Check-Off of Association Dues, or by direct cash to the Association.

SECTION B. INDEMNIFICATION

- 223 The Association shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this Article. The Association specifically agrees to indemnify and hold the Employer harmless for any liability arising under MCL 423.210, as amended effective 91 days after adjournment of the 2012 regular session sine die, including but not limited to damages, court costs and reasonable attorney fees awarded to a plaintiff under MCL 423.210(10).

ARTICLE XXVI. CHECK OFF OF ASSOCIATION DUES

- 224 During the term of this Agreement, and as provided in this Article, the Employer will deduct Association dues or the representation-service fee from the salary, if any, of each Employee who authorizes such a deduction by filling out a Voluntary Authorization for Deduction of Association Dues or Representation-Service Fee form prepared by the Association, using language acceptable to the Employer. Employees will deliver Voluntary Authorization for Deduction of Association Dues or Representation-Service Fee forms to the Association. The Association will notify the Employer that a deduction has been authorized. These notifications will be accomplished via delivery of the following information to the University Payroll Office on mutually-agreed upon dates in a mutually agreed-upon electronic format: Employee name, Employee eight (8) digit identification number, and whether the deduction is for association dues or representation service fees.

SECTION A. SAVINGS CLAUSE

- 225 In the event that the provisions of the Public Employment Relations Act prohibiting the mandatory payment of union dues or service fee are repealed or there is a partial repeal or modification of MCL 423.210 the parties agree to negotiate over any changes to this article. In the event that the provisions of the Public Employment Relations Act prohibiting the mandatory payment of union dues or a service fee are repealed, the conditional language in Paragraph 222 will be enforced as a condition of employment.

SECTION B. CHECK OFF OF ASSOCIATION DUES

- 226 During the term of this Agreement, and as provided in this Article, the Employer will deduct Association dues from the salary, if any, of each employee who authorizes such a deduction by filling out a Voluntary Authorization for Deduction of Association Dues form prepared by the Association and using language as provided below. Previously submitted authorizations shall remain effective. Employees will deliver Voluntary Authorization for Deduction of Association Dues forms to the Association. The Association will provide the Employer with a copy of the signed authorization forms for each house officer authorizing dues deduction. This authorization form may include an electronic signature so long as proof of receipt of the electronic signature can be demonstrated as in the past. These notifications will be accomplished via delivery of all legally required information to the University payroll office on mutually-agree upon dates in a mutually agreed-upon electronic format.

HOA CONTRACT

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF ASSOCIATION DUES

I hereby authorize UMHS to deduct from my wages each month excluding July and August, and to pay the House Officers Association (HOA), an amount equal to the monthly dues and assessments, or representational fees or charges that may apply in lieu thereof, as a result of my representation by HOA. I further direct that such amounts so deducted shall be turned over each month to the Director of the HOA for and on my behalf.

I authorize these deductions for, and in consideration of, the Association's activities in representing me for collective bargaining and other purposes, and without regard to my present or future membership in the Association.

This authorization and assignment is made voluntarily and of my own free will, and shall be irrevocable for the term of the applicable contract between the HOA and my employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice of my desire to revoke same to the HOA and Employer on a form provided by the Employer.

DATED

SIGNATURE

PRINT NAME

UofM Email address

ARTICLE XXVII. CERTIFICATION OF TREASURER OF ASSOCIATION

- 227 The following certification form shall be used by the Association when certifying membership dues:

CERTIFICATION OF TREASURER OF THE ASSOCIATION

I certify that the membership dues for employees in this bargaining unit are \$_____ per 12-month appointment.

Date_____

Signature_____

TREASURER OF THE HOUSE OFFICERS ASSOCIATION

Date of Delivery to University_____

- 228 Such written certification must be delivered to the Employer no later than August in any year to become effective in the following July through June period.

HOA CONTRACT

- 229 Payroll deductions shall begin in September and be one-tenth (1/10) of the certified dues and shall be taken from the following ten (10) paychecks. The initial deduction for any Employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Dues" and (2) the amount of monthly membership dues certified by the treasurer of the Association has been delivered to the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective.
- 230 An Employee may revoke the Employee's "Voluntary Authorization Deduction of Dues" at any time by written notification to the Employer on a form provided by the Employer. Payroll deductions shall terminate when a revocation has been delivered to the University Payroll Office at least thirty (30) calendar days prior to the last payday of the calendar month. The Employer shall provide a copy of any revocation request to the HOA within five (5) days of receipt.
- 231 In the event that there are not sufficient months to take ten (10) deductions, the remaining amount will be taken from the July pay of the next fiscal year or the member's last payroll, regardless of month.
- 232 Remittance of amounts deducted shall be made via wire transfer to the Association's bank by the fifteenth (15th) of the month following the month of deduction, together with a list of names and the amount deducted for each Employee for whom a deduction was made.
- 233 The Employer shall not be liable to the Association for the remittance or payment of any sum other than that constituting actual deductions from salary.
- 234 The Association shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article, or in reliance on any notice or authorization furnished under this Article. The Association specifically agrees to indemnify and hold the Employer harmless for any liability arising under MCL 423.210, as amended effective 91 days after adjournment of the 2012 regular session sine die, including but not limited to damages, court costs and reasonable attorney fees awarded to a plaintiff under MCL 423.210(10).
- 235 The Association specifically agrees to make whatever adjustments are necessary directly with any Employee who may, as a result of this deduction procedure, pay more or less than the Association's annual dues.

HOA CONTRACT

- 236 Notwithstanding the execution and delivery of the Voluntary Authorization for Deduction of Association Dues form, an Employee may voluntarily revoke previously authorized payroll deductions by submitting written notification to the Employer. The Employer shall provide a copy of any revocation request to the HOA within five (5) days of receipt. Payroll deductions shall terminate when a revocation has been delivered to the University Payroll Office at least thirty (30) calendar days prior to the last payday of the calendar month. Unless revoked by the Employee, dues deduction authorizations shall remain in effect for the duration of the Employee's employment as a House Officer.

ARTICLE XXVIII. (MONTHLY) LISTINGS

- 237 The Employer shall furnish the Association an initial list of names, departments, unique names pager numbers, and UMID# of new House Officers as soon as it is available through the contract administrator.
- 238 The Employer shall provide the Association a list of: First name, Last name, UMID, Sex, Birthdate, HO level, Date in Class, Salary rate from the Employer (different than the FTE rate for grant funded), Status, Permanent Address, Home Phone, Department Number, Program, Business Phone, e-mail address, unique name and pager numbers, and if applicable, leave of absence and termination status. The Employer shall furnish the Association a copy of this information at monthly intervals thereafter. The Association may request reports on House Officers on an ad hoc basis from the contract administrator. The Association shall retain any report information in confidence and disclose it only to those whose Association duties, or duties on behalf of the Association, require them to have such information. Problem solving around issues that arise with such lists and information shall occur through the Labor-Management Committee or Conferences, which can be requested by either party.
- 239 The Association will be given 30 days-notice if the electronic file format of the information provided through HR Information Systems is changed as the Association will then need to update their systems accordingly.
- 240 Note: The Quarterly HOA_Union_Address_Report currently contains the following information: First name, Last name, UMID, Sex Birthdate, HO level, Date in Class, Salary rate from the Employer (different than the FTE for grant funded), Status, Permanent Address, Home Phone, Department Number, Program, Business Phone, e-mail address, unique name.

HOA CONTRACT

ARTICLE XXIX. BULLETIN BOARDS

- 241 In order to provide additional means of communication with its membership, the Association will be provided access to designated bulletin boards in all major hospital buildings (e.g. University Hospital, Women's & Children's, CVC, Kellogg), including new and replacement buildings. The number of bulletin boards per building should be proportional to the volume of resident traffic in a given building, and can be agreed upon between the Association and the Employer.
- 242 Bulletin Boards and email are the means for communicating written materials to the Employees by the Association. The Employer's mail distribution system is not available for use by the Association, except that the Association may hand deliver and place communications in a House Officer's mail box.
- 243 The Employer shall provide the Association with lockable bulletin boards designated for its exclusive use in not less than twelve (12) mutually agreeable areas, including one outside the House Officer Association offices, for the purpose of posting Association notices. Association bulletin boards are to be available in all major hospital structures, including new and replacement buildings. Each bulletin board shall be sufficient to hold four (4), eight (8) inch by eleven (11) inch notices. Such notices shall be approved by a responsible officer of the Association. The content of these notices may include, but is not limited to information regarding:
1. Association meetings;
 2. Association elections and appointments;
 3. Results of Association elections;
 4. Recreational and social events of the Association;
 5. General communication relevant to the Association's role as a collective bargaining agent.
- 244 In the event of a dispute concerning the appropriateness of material posted, the President of the Association will be advised of the nature of the dispute. If the dispute is not resolved within forty-eight (48) hours, the notices will be removed until the dispute is resolved.

ARTICLE XXX. STAFF REDUCTION

- 245 After commencing work, an Employee shall not be laid off or terminated during the Employee's current appointment year, except as provided in this Article.

HOA CONTRACT

- 246 The Employer intends to make a good-faith commitment not to terminate a House Officer during the course of their training program because of economic issues. It is agreed that there shall be Association representatives on institutional committees considering residency number decreases. In the event of a reduction of Employees or an elimination of bargaining unit positions that may affect an Employee in any future appointment year, the Employer shall notify the Association and Employees who could be affected as soon as practicable after the Employer has reason to believe the change may be implemented. In the event of application of this paragraph, the Employer would make every effort to provide notification by November 1, prior to a July 1 reduction. In this regard, the University, through the Graduate Medical Education Office, shall provide annual reports to the Association, giving any changes in the number of House Officer positions in each department or section. In the event of a House Officer being terminated because of external forces, out-placement (career counseling and support) services will be offered by the Employer. The Association shall have the opportunity to advise the Employer of its position in regard to any such reduction of Employees or elimination of positions prior to its implementation when this is possible.

ARTICLE XXXI. COMMITTEE MEMBERSHIP

- 247 The Employer has an interest in facilitating the participation of House Officers on certain committees, for the purpose of enhancing both the House Officer's professional development and the work of the committee. The Association may appoint House Officers to represent the Association on specified committees, as set forth in this Article. Prior to accepting an appointment by the HOA to serve as its representative to a committee, or as the alternate representative, the House Officer will notify their Program Director of the anticipated committee appointment and the committee's meeting schedule, and will identify any potential schedule or work assignment obligations that could interfere with regular meeting attendance. The Program Director will, if necessary, meet with the House Officer to discuss how meeting attendance may be accommodated. The Program Director will thereafter make all reasonable efforts to accommodate the House Officer's attendance at committee meetings.
- 248 The following categories of committees shall have one (1) seat allotted for an HOA appointed representative for each committee contained within:
1. Executive Committee on Clinical Affairs (ECCA) and ECCA subcommittees.
 2. Hospital OR Committees
 3. Graduate Medical Education Committee (GMEC) and GMEC subcommittees.
 4. Other: MiChart Clinical Advisory Committee (MCAC), Clinic Radiation subcommittee, Critical Care Steering committee, Health System Clinical Quality Committee (HSCQC), VA Partnership Affiliation Committee, VA Health Professional Education Committee.

HOA CONTRACT

- 249 For committees referenced in paragraph 248, other than GMEC, the Association may appoint one (1) alternate House Officer who will be eligible to participate in meetings if and only if the primary HOA representative is unable to attend a scheduled meeting. The alternate will be identified by name, added to the master committee member list, and shall be the only Association alternate eligible to participate should the primary HOA representative be unavailable. When the alternative representative will attend the committee meeting, the alternative representative will provide advance notice to the committee chair, if practicable.
- 250 The Employer is committed to supporting the participation of House Officers appointed by the Association to committees, and will explore for the use of technology to enhance opportunities for participation.
- 251 The Association reserves the right for final selection and/or approval for each Employee committee member when said Employee committee member will, in general, serve as an Association representative. At least one Association-endorsed (1) Employee member shall be designated to each committee listed above, with the exception of the GME Committee. In addition to the Association appointed representative, the Employer reserves the right to appoint any additional House Officers to any committees as it deems appropriate.
- 252 Only the Employer shall appoint a House Officer to each of the following committees:
1. GME Special Review Committee
 2. Credentialing and Privileging Committee
 3. Clinical Review Committee
- 253 The Association will have the ability to appoint two (2) members to serve on the GMEC. Two (2) additional seats on the GMEC will be selected through a general election process conducted by the Graduate Medical Education (GME) office. Each House Officer member of the GMEC would receive a vote on the committee.
- 254 It is understood that the voting rights of the Employee committee members may vary by committee, and members on a committee shall, in general, have one (1) vote, except in the case of Employee members of the GME Committee, or when otherwise mutually agreed upon by both the Employee member(s) and the respective Committee Chair.
- 255 Association appointed members will brief the Association on updates from committee meetings as needed. Minutes, communications, and agendas of committees containing an Association member will be available upon request to the Association Administrator.

HOA CONTRACT

- 256 The Association shall furnish the Employer, with the names of the Employee member(s) it appoints to each of the listed committees. The Employer shall maintain an up-to-date master Committee member list, and shall promptly notify the respective Committee Chair(s) of any Employee membership changes so that the appointed House Officers will receive timely communications regarding Committee meetings and business. At least annually, the Employer and Association shall meet to discuss committees containing an Association representative and whether the University has established new committees within the categories listed within paragraph 248.
- 257 For standing or ad-hoc committees, not referenced in paragraphs 248-252 of this Article, whose work is solely administrative or operational in nature, and does not concern clinical care or operations, or academic policy or issues, and the committee's scope of work is relevant to the working conditions of House Officers, the Association may appoint a House Officer representative, and shall promptly notify the Employer's contract administrator so that the representative may be added to the master Committee member list. In addition, or in the alternative to the House Officer representative attending, one Association staff member may attend the meetings described in this paragraph, with 48 hours' (in business days) prior notice to the Employer's HOA contract administrator and the committee chair
- 258 In the event that a new committee is established, the Employer and the Association, by mutual agreement, may include an Association-endorsed Employee committee member on the new committee. If, by mutual agreement, it is decided that it is not necessary to appoint an Employee to a committee, alternative means for soliciting Employee input on issues of concern to the Employees and the Association shall be agreed upon mutually.
- 259 It is understood that when a committee agenda includes a subject concerning the Employer's relationship (existing or potential) with any union, or involves the administration of any collective bargaining agreement or wages or benefits for any Employee, whether or not members of this bargaining unit, Employees in attendance may be excused from that portion of the committee meeting by the Chair of the Committee.

ARTICLE XXXII. MEDICAL STAFF BYLAWS AND BYLAWS SUPPLEMENT

- 260 Except as otherwise specifically provided in this Agreement, a House Officer shall be subject to the University of Michigan Health System Medical Staff Bylaws and Bylaws Supplement, and as they may be amended from time to time. No matter concerning or arising under these Bylaws, Rules and Regulations shall be subject to the Grievance and Arbitration Procedure Article of this Agreement, except for those matters specifically provided in this Agreement. Each House Officer, at the time of employment, will be provided with a copy of the University of Michigan Health System Medical Staff Bylaws and Bylaws Supplement.

HOA CONTRACT

ARTICLE XXXIII. TRAVEL REIMBURSEMENT

- 261 If a House Officer is assigned to a facility that is more than fifteen (15) miles round trip to and from the University, they shall receive reimbursement for the total mileage, at the University's standard rate at the time of assignment. The University Hospital shall be considered the point of origin. Reimbursement will be made by the House Officer's Department upon request of the House Officer.
- 262 Reimbursement shall not be required when transportation is provided or made available by the Employer.
- 263 When a House Officer's Program Director approves a professional development experience and expenses approved for reimbursement are incurred, the House Officer and the designated delegates and approvers will abide by the timeliness requirements established for reimbursement. If a House Officer does not meet the timeliness standards, the Department may decline reimbursement, however, at no time will a House Officer fail to be reimbursed if the CONCUR delegate and/or approver fails to meet the deadline.
- 264 To the extent practicable, the Association will be notified of any changes in the reimbursement policy thirty (30) days prior to the implementation of any change so that the Association can assist in the communication of the changes to Employees.

ARTICLE XXXIV. REVISED APPOINTMENT YEAR

- 265 House Officer I's will be appointed for a period other than July 1 to June 30 in all departments. This revised appointment will be defined as the first day of orientation or first day of work, whichever is first. Exceptions to this provision may be made based on the availability of individual House Officer I's or in departments where direct inpatient care is not provided. In the event that any House Officer I is assigned to remain on duty for one or more days following the end of the appointment year to assist in the orientation of new House Officer I's, equivalent time off will be provided at some other time, either before or after the assignment.

ARTICLE XXXV. ORIENTATION FOR HOUSE OFFICERS

- 266 The Employer will provide an on-line orientation for new House Officers at the beginning of employment. The House Officers Association will be provided the opportunity to make a pre-recorded video presentation, which will be included as part of the mandatory electronic orientation materials. The HOA video presentation will be no more than 15 minutes in length, and will be distributed in the same manner as the Employer distributes other electronic orientation materials.

HOA CONTRACT

- 267 In addition to the on-line orientation modules, the Employer currently organizes at the institutional level (e.g. organized by the GME Office), in-person on-boarding days for incoming Employees, which typically include activities such as obtaining their University identification badges, completing the Occupational Health Services health assessment, and I-9 completion. To the extent that the Employer continues to organize these institutional-level on-boarding days, the Association will be provided with the opportunity to have face-to-face interaction with House Officers at any such events that are held for groups of 20 or more House Officers and occur between June 16 and August 1 each year. The HOA shall be provided with space similar to that provided to the University of Michigan Health System or University departments or groups who participate in the on-boarding days, in a visible location, and shall have the opportunity to distribute written literature. For all other incoming House Officers, the Employer will provide each House Officer with a hard-copy packet of information about the Association during the on-boarding process. Each year, no later than May 1, the Employer will notify the Association of the approximate number of packets needed for this purpose. The Association will provide the packets to the Employer no later than June 1.
- 268 The Employer will not require incoming House Officers to render services to the Employer prior to the employment start date. Standard prerequisites for entering employment or training shall not be considered compensable services, except that the Employer will provide the opportunity for HOI's to receive BLS, ACLS and/or PALS certification during the institutional orientation.

ARTICLE XXXVI. WAIVER

- 269 The Employer and the Association acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter referred to in the negotiation of this Agreement.

ARTICLE XXXVII. RESTRICTIVE COVENANT

- 270 In accordance with the Accreditation Council on Graduate Medical Education, no House Officer will be required to sign a non-competition guarantee. Additionally, no House Officer will be bound by such covenants signed prior to or during tenure as House Officer. House Officers may be asked to sign a non-competition agreement for future employment as faculty at the University of Michigan.

HOA CONTRACT

ARTICLE XXXVIII. INFORMATION TECHNOLOGY AND CELLULAR PHONE STIPEND

SECTION A. INFORMATION TECHNOLOGY

- 271 The University of Michigan and the HOA recognize the increasing need for information technology in the provision of patient care. Additionally, in the setting of changing work hour requirements, both parties appreciate the importance of accessing IT resources outside the hospital. To this end, the Employer is committed to assuring appropriate internal and external access to and training for all necessary IT resources including, but not limited to the hardware, software, clinical information systems, pagers (and/or other appropriate communication device), E-mail and other applications and networking capabilities necessary to perform House Officer responsibilities. When the Employer intends to make significant changes to these IT resources or how they are provided to Employees, the Employer shall provide the HOA with advance notice and the opportunity to discuss the impact of those changes on House Officers. The Labor-Management Committee will be one mechanism by which technology issues will be addressed on an on-going basis.
- 272 The Employer will continue to provide an institutional site license available to House Officers for up-to-date, or equivalent and mutually acceptable on-site, on-line data service. The HOA may submit alternative on-line consult services for consideration, via the Hospital's Administrative Liaison to the House Officers Association.
- 273 There will be House Officer participation in the design, testing, implementation and training of information systems, which affect House Officers. To facilitate this effort, the HOA shall appoint an Information Technology Liaison. This individual shall be recognized by the Employer as the primary House Officer spokesperson for information technology. They may either sit on or appoint representatives to serve on committees and will coordinate House Officer participation within the Medical Center.

SECTION B. CELLULAR PHONE SITPEND

- 274 The Employer recognizes that the work performed by House Officers is facilitated by the ability to respond via phone for patient care and to remotely access sensitive institutional and confidential patient data establishes a demonstrable need for those House Officers to use their personal cell phones in service to the Employer.
- 275 In recognition of this need, the Employer agrees to pay a monthly cell phone stipend, in accordance with University policy, in the amount of fifty dollars (\$50.00) per month for all House Officers. In accordance with this policy, the House Officer is responsible for purchasing the cell phone and related service contract with their personal funds.

HOA CONTRACT

- 276 In order for the stipend to be payable, the House Officer will be required to complete a Verification Statement for Stipend Form and provide it to their Program Administrator. The form will be e-mailed directly to every incoming House Officer, and will be available for download online. The Verification Statement for Stipend Form shall be submitted only after employment has commenced, to ensure that the required security applications have been installed. If the completed form is received on or before the 15th of the month, the stipend shall be payable in the same month the form was submitted. If the form is received after the 15th, the stipend shall be payable starting with the next full month of employment.
- 277 In order to qualify for and maintain receipt of the monthly stipend, the Employee will ensure that their cell phone remains in compliance with University policy regarding the security of personally owned devices that access or maintain sensitive institutional and/or patient data including, but not limited to, the installation of any required security software on their cell phone. The House Officer will notify their Program Administrator if, at any time, their cell phone ceases to comply with University Policies regarding the security of personally owned devices. So long as the phone remains in compliance, and there is no break in employment, the original Verification for Stipend Form will remain valid for all years of continuous employment as a House Officer.

ARTICLE XXXIX. FELONY DISCLOSURE

- 278 Effective July 1, 2020, House Officers shall be subject to the provisions of the University's Standard Practice Guideline (SPG) 601.38, "Required Disclosure of Felony Charges and/or Felony Convictions." On the same terms and conditions as non-bargaining unit staff members. SPG 601.38 may be referenced online at the following link: <https://spg.umich.edu/policy/601.38>
- 279 In recognition that a training extension could result from a decision to relieve a House Officer of clinical responsibilities, or all responsibilities, pending disposition of a felony charge, the HOA may file a grievance no later than seven (7) calendar days after notice to the House Officer of the Employer's decision to relieve the House Officer of clinical responsibilities or all responsibilities under this Article. An arbitration hearing will be held and a decision rendered by the arbitrator no later than fourteen (14) calendar days after receipt of the grievance. The arbitrator will be asked to determine whether the action taken was for just cause.
- 280 Arbitrations held pursuant to this article shall be heard by one (1) arbitrator from a three-person panel that will be mutually agreed upon by the Employer and the Association no later than thirty (30) days after ratification of the Agreement. Arbitrators will be selected on a rotating basis. If an arbitrator is provided notice and the case does not go to hearing for any reason, the assigned arbitrator will go to the bottom of the list just as though they had heard the case.

HOA CONTRACT

- 281 The grievance and arbitration process described in this paragraph is an interim measure applicable only to a decision to relieve a House Officer of clinical responsibilities or all responsibilities because of a felony charge, and is not applicable to final employment decision. In addition, an arbitrator's decision to order the Employer to return the House Officer to duty will have no effect on the University's right to assign responsibilities to a House Officer as it deems appropriate. Nothing in this paragraph limits the University's right to terminate employment or take action as would otherwise be available under the Agreement.
- 282 In the event the Association files a grievance pursuant to this Article on behalf of a House Officer who has been relieved from clinical responsibilities or all responsibilities, that House Officer shall be placed on a paid administrative leave during the interim grievance and arbitration process described in this Article, up to a maximum of 21 days from the date the House Officer was informed of the Employer's decision to relieve them of clinical responsibilities or all responsibilities.


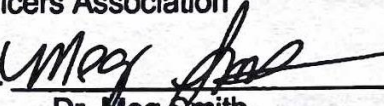
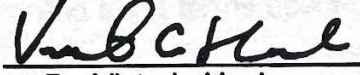
HOA CONTRACT

MOU I. VA AGREEMENT

- 283 This confirms our understanding and support of the following agreement between the VA Ann Arbor Healthcare System (VAAAHS) and its VAAAHS/University of Michigan Affiliation Partnership Council, and the Regents of the University of Michigan and the University of Michigan House Officers Association. The VAAAHS/University of Michigan Affiliation Partnership Council will monitor the conditions outlined in the agreement to assure compliance.
- 284 It is understood that disagreements or need for clarification which may arise over conditions outlined in this agreement may be discussed at the VA Health Professions Education Committee (formerly the VA Residency Review Committee) and may be referred after discussion at the Health Professions Education Committee to the VA Affiliations Partnership Committee (formerly the Dean's Committee).
- 285 House Officers rotating at the VA Ann Arbor Healthcare System are viewed by veterans as integral to their health care. Given that the VA is a federal facility with its own rules and regulations, the House Staff are subject to all the rules and regulations of the VA as Trainees.
- 286 The VA Health Professions Education Committee will hear house officer issues related to patient care, work and work environment that are not department-specific. The Health Professions Education Committee meets quarterly; either party may request additional meetings. Department-specific issues should be brought to the attention of the VA service chief. If further discussion is needed, the Associate Chief of Staff for Education at the VA and/or the Chairperson of the University of Michigan department may be involved.
- 287 VA Ann Arbor Healthcare System agrees to abide by the Accreditation Council for Graduate Medical Education guidelines as they apply to the VA Hospital.
- 288 House officers who are required by their service to be in-house overnight shall have suitable and secure call rooms. Secured areas for belongings will be available to House Officers. Key card access is currently available on the entrance door, near the volunteer parking lot.

HOA CONTRACT

- 289 House officers rotating at the VA will be provided with meals or pre-loaded cards for VA Canteen use consistent to the qualification guidelines followed by the house officers rotating at University of Michigan. Qualifying house officers (those house officers in house overnight) will be provided with a \$75, \$50, or \$25 cards commensurate with number of shifts and calls they are assigned. The amount of the meal allowances provided by the VA will approximate 75%, on average, of those provided at the University. In the event VA policy applicable to such meal allowances changes, the Employer shall provide the Association with advance notice, and will meet with the Association to discuss the impact on House Officers. Due to the workload there are times where the additional distribution of cards is warranted and provided. For scheduled shifts during hours that the VA Canteen is not open, doctor's trays shall be available to House Officers pursuant to procedures specified by the VA.
- 290 VA Ann Arbor Healthcare System, the University of Michigan, and the House Officers Association share a common interest and commitment to safety. Each agree to work together and with officials from the University of Michigan Planners Office and the City of Ann Arbor.

<p>For The Regents of The University of Michigan</p> <p>By: <u></u> Michelle Sullivan</p> <p>Date: <u>8.5.2020</u></p>	<p>The University of Michigan House Officers Association</p> <p>By: <u></u> Dr. Meg Smith</p> <p>Date: <u>7/30/2020</u></p> <p>By: <u></u> Dr. Victoria Hoch</p> <p>Date: <u>07/24/2020</u></p>
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HOA CONTRACT

MOU II. VA HIRING REGULATIONS

- 291 In the interest of providing information pertinent to potential Employees, the Employer will provide the VA website that contains details surrounding the VA hiring regulations in the interview invitation letter or at the time of interview. The intent is to provide an opportunity for applicants to access such information whose potential training programs would require rotations at the VA Hospital prior to the acceptance of a House Officer position at the University of Michigan.

**For The Regents of
The University of Michigan**

By: _____

Michelle Sullivan

Date: _____

8.5.2020

**The University of Michigan House
Officers Association**

By: _____

Dr. Meg Smith

Date: _____

7/30/2020

By: _____

Dr. Victoria Hoch

Date: _____

07/24/2020

HOA CONTRACT

MOU III. EXERCISE FACILITY

- 292 The Employer agrees to provide access to the UH South Wellness Facility for all House Officers. To the extent that a user fee continues to be assessed this facility, the House Officer will be responsible for their payment on the same terms and conditions as non-bargained for employees.
- 293 If, over the term of the Agreement, an additional exercise facility is identified, the Association will have access to it. If the Association identifies exercise space within its allotted rooms, the University will furnish the equipment mutually agreed upon. Maintenance of this equipment will be the responsibility of the Association, whose members would have exclusive use of the room.
- 294 Further, the University agrees to explore the feasibility of including an employee exercise facility in any new building replacement discussions. Existing space committees will be identified so that time lines for long and short terms options of identifying alternate exercise facility space can be established.

For The Regents of
The University of Michigan

By: 

Michelle Sullivan

Date: 05.20.20

The University of Michigan House
Officers Association

By: 

Dr. Meg Smith

Date: 7/31/20

By: 

Dr. Victoria Hoch

Date: 07/24/2020

HOA CONTRACT

MOU IV. CHILDCARE

- 295 Currently there is not committee on the subject of childcare. To the extent that a future campus-wide committee on the subject of childcare is formed, an Association endorsed representative will be allowed to participate.
- 296 The Employer recognizes the difficulty in obtaining affordable and well trained childcare providers during emergencies for house officers. The Employer will support the ability of house officers to utilize the Kids Care at Home at the subsidized rate for 48 hours/year with the goal of increasing this rate to at least 72 hours/year.
- 297 The Employer recognizes the need for flexible caregivers to be available for house officers who are unable to care for dependents outside of normal childcare centers due to clinical responsibilities. An hourly rate as well as caregiver responsibilities will be negotiated between the house officer and the childcare provider.

For The Regents of
The University of Michigan

By: _____

Michelle Sullivan

Date: _____

8.5.2020

The University of Michigan House
Officers Association

By: _____

Dr. Meg Smith

Date: _____

7/30/2020

By: _____

Dr. Victoria Hoch

Date: _____

7/24/2020

MOU V. ADDITIONAL SERVICE REQUIREMENTS

298 Changes in the health care industry impact the University of Michigan Health System and the House Officers who are employed under this agreement. The Employer recognizes that these changes may impact the House Officer's workload and educational experience. Therefore, it is the intent of the Employer to:

1. Ensure House Officer representation on Residency Planning groups, education committees, and scheduling groups.
2. Continue on-going communication regarding House Officer workload changes through the Labor-Management Committee (LMC).
3. Ensure that each department/section has a joint committee, with House officer representation, to plan work schedules, review clinical assignments, and discuss workloads.

**For The Regents of
The University of Michigan**

By: _____

Michelle Sullivan

Date: _____

8.5.2020

**The University of Michigan House
Officers Association**

By: _____

Dr. Meg Smith

Date: _____

7/30/2020

By: _____

Dr. Victoria Hoch

Date: _____

07/24/2020

MOU VI. INFORMATION TO PROSPECTIVE HOUSE OFFICERS

299 This confirms our understanding that the Employer will include a link to the Association's website on an institutional GME Office webpage of information for prospective House Officers, which will include the following statements:

1. House Officers may be assigned duties in ambulatory care and outreach clinics, or other similar institutions.
2. The House Officers Association is the duly recognized bargaining representative for House Officers under this agreement.

The association will be allowed to provide an electronic, one (1) page, handout to the GME Office for distribution to training programs to share with House Officers who interview.

For The Regents of
The University of Michigan

By: _____

Michelle Sullivan

Date: _____

8.5.2020

The University of Michigan House
Officers Association

By: _____

Dr. Meg Smith

Date: _____

7/20/2020

By: _____

Dr. Victoria Hoch

Date: _____

07/24/2020

HOA CONTRACT

MOU VII. JOINT COMMISSION SURVEYS

- 300 This confirms our understanding that the House Officers Association will be notified in advance of accreditation surveys conducted by the Joint Commission. Such notice will be provided in writing on a timely basis.

For The Regents of
The University of Michigan

By: 

Michelle Sullivan

Date: 

8.5.2020

The University of Michigan House
Officers Association

By: 

Dr. Meg Smith

Date: 7/10/2020

By: 

Dr. Victoria Hoch

Date: 07/24/2020

HOA CONTRACT

MOU VIII. CONTRACT COMPLIANCE

- 301 The Association and Employer shall jointly prepare and distribute a summary of contract changes document within one (1) month of ratification of this Agreement or other such period of time as agreed to by the parties. This summary of contract changes document will be distributed to: Department Chairs, Program Directors, Department Administrators, and House Officers.

For The Regents of
The University of Michigan

By: 

Michelle Sullivan

Date: 8.5.2020

The University of Michigan House
Officers Association

By: 

Dr. Meg Smith

Date: 7/30/2020

By: 

Dr. Victoria Hoch


Date: 07/24/2020

MOU IX. LABOR/MANAGEMENT COMMITTEE


- 302 In the interest of sound labor-management relations, the HOA and the University agree to meet at agreed-upon dates and times for the purpose of discussing the matters described in the paragraph below and to permit the parties to leverage the expertise and insight of House Officers in ways relevant to quality improvement across the University of Michigan Health System. The Labor-Management Committee shall be comprised of representatives from the University of Michigan Health System and representatives from the HOA Board, unless otherwise agreed to for purposes of specific meetings.
- 303 Generally, Labor-Management Committee meetings will be held on a quarterly basis, unless urgent matters require additional meetings. Special consideration will be given to House Officers schedules to promote attendance, which could include evening or early morning meetings in the hospital buildings. Either party may request an LMC meeting if a recurring or an emergency meeting is needed. At a reasonable time in advance of LMC meetings, the parties shall exchange agendas, including discussion topics described with sufficient specificity to allow the parties to prepare for such discussions, and lists of the names of persons who will attend. Subjects that may be discussed at these meetings shall include, but are not limited to, the following subjects:
- A. Implementation and administration of the collective bargaining agreement (excluding matters covered by a grievance or other legal proceeding);
 - B. Changes which might affect bargaining unit members;
 - C. Information of general interest to the parties;
 - D. HOA representatives' opportunity to share the concerns of their members and/or to make suggestions on subjects of interest to their members;
 - E. Quality improvement;
 - F. Institutional compliance with all regulatory and statutory requirements; and
 - G. Discussion of topics referred to the LMC by other Articles of this Agreement.
- 304 If necessary, LMC will refer issues to appropriate standing committees for follow-up and resolution. When a standing committee is unable to address the issue in a timely manner, or does not believe it should pursue an issue, a small working group of LMC may process the issue and develop further data to be presented to the standing committee. In such a case, LMC can empower the work group via funding, support, etc. to complete the task to resolution.
- 305 When issues of mutual concern regarding House Officer education emerge, unless specifically addressed elsewhere, they are to be referred to the GME Committee or other appropriate forum. As these matters arise, LMC will work closely with GME to ensure that at least one of the HOA representatives on the GMEC can attend the GMEC. In addition, the HOA members of the GMEC will give a quarterly report at the GMEC meeting on issues discussed in LMC concerning House Officer education. In order to facilitate this process, at least one HOA representative from the GMEC will also participate in the LMC.

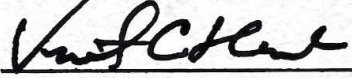
- 306 At the conclusion of discussion of each agenda topic, the parties will identify appropriate channels for communicating status reports and designate the party responsible for follow up. The parties will provide each other responses to items discussed at LMC meetings within thirty (30) days of the meeting, unless the parties mutually agree to a different timeframe. The parties will maintain minutes from each meeting.
- 307 In an effort to support follow up and resolution of issues, the Employer pledges \$30,000 annually which can be distributed by mutual agreement of the HOA President and Director of Labor Relations. Unspent funds will not carry over from year to year.

**For The Regents of
The University of Michigan**

By: 
Michelle Sullivan
Date: 8.5.2020

**The University of Michigan House
Officers Association**

By: 
Dr. Meg Smith
Date: 7/30/2020

By: 
Dr. Victoria Hoch
07/24/2020

MOU X. LACTATION SUPPORT

- 308 The Employer and the Association support providing the resources for continued breastfeeding upon return to work. Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, House Officers will have access to those spaces for the purpose of expressing breast milk. A list and map of such spaces will be maintained on the Work/Life Resource Center website. If no such space exists within a five (5) minute walking distance to the House Officer's assigned work site, the Department for the House Officer's assigned rotation will make a reasonable effort to designate an appropriate temporary space for the purpose of expressing breast milk.
- 309 Any House Officer that will require use of lactation support services provided by the Employer will communicate their anticipated needs to their Program Director. All efforts will be made to provide reasonable break time for the House Officer to express breast milk for her nursing child for one year after the child's birth each time such Employee has need to express the milk.

For The Regents of
The University of Michigan

By: _____

Michelle Sullivan

Date: _____

8.5.2020

The University of Michigan House
Officers Association

By: _____

Dr. Meg Smith

Date: _____

7/30/2020

By: _____

Dr. Victoria Hoch


Date: _____

07/24/2020

MOU XI. TRANSPORTATION WHEN FATIGUED

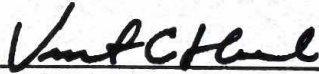
- 310 The Employer is committed to providing safe transportation options for House Officers who may be too fatigued to safely return home when operating their own vehicle, although the expectation is that House Officers will utilize any available lodging for resting before returning home whenever possible. A free taxi service is available 24 hours a day, 7 days a week. To request a ride, call the Department of Public Safety at (734) 763-1131.
- 311 In addition, taxi/Uber/Lyft receipts shall be reimbursed under this circumstance. Reimbursements will be processed through the Concur System.
- 312 House Officers needing to return to the facility to retrieve their vehicles by taxi/Uber/Lyft shall also be reimbursed for the additional expense by their program. This reimbursement for a return trip to retrieve vehicles is limited to a fifteen (15) mile radius of the main medical campus. Reimbursements will be processed through the Concur System.
- 313 Use of this program is limited to six (6) times per academic year.

**For The Regents of
The University of Michigan**

By: 
Michelle Sullivan
Date: 05.2020

**The University of Michigan House
Officers Association**

By: 
Dr. Meg Smith
Date: 7/24/2020

By: 
Dr. Victoria Hoch
Date: 07/24/2020

MOU XII. WORK ENVIRONMENT

- 314 No later than thirty (30) days after the execution of collective bargaining agreement, the parties agree to initiate the following in coordination with the Administrative Liaison:
- a. Walkthrough of existing HOA-designated call rooms to determine whether repurposing of the space as multidisciplinary House Officer-specific workspace is feasible;
 - b. If feasible space is identified, the Administrative Liaison will initiate the request for renovation;
 - c. If no feasible space is identified, the Administrative Liaison and the Association will submit a joint request to the Space Needs Committee for the assignment of new space to be designated as multidisciplinary House Officer workspace.
- 315 In regards to future new inpatient tower(s) project(s), the Employer agrees to include House Officers, inclusive of one Association-appointed House Officer, on the appropriate planning committees that will be determined after the project(s) receive(s) Regental approval.
- 316 The Employer will endeavor to create multidisciplinary multipurpose work spaces specifically for House Officers in all clinical towers (exception: CVC, given proximity to the existing House Officer Lounge).
- 317 The parties agree that proximity to clinical responsibilities is an important consideration in the location of the multidisciplinary House Officer-specific work spaces.
- 318 Workstations and disposable supplies (paper, ink, etc.) for these multidisciplinary work spaces will be paid for or reimbursed by the University.
- 319 The Employer firmly commits to endeavor to secure these multidisciplinary work spaces for House Officers and advocate for them as described above.

**For The Regents of
The University of Michigan**

By: 

Michelle Sullivan

Date: 05-2020

**The University of Michigan House
Officers Association**

By: 

Dr. Meg Smith

Date: 7/20/2020

By: 

Dr. Victoria Hoch

Date: 07/24/2020

MOU XIII. MEMBERSHIP IN THE BARGAINING UNIT

- 320 The established HOA bargaining unit includes the individuals described below:
- a. Individuals in general surgery or any of the other surgical training programs who are engaged in research or other academic development activities are included in the unit during such time, even if this research or other academic development activity (e.g., pursuit of a degree) is not necessary for Board eligibility.
 - b. Individuals who opt to extend their research time during their residency/fellowship training program are included in the unit during such extended research time.
- 321 The established HOA bargaining unit does not include the individuals described below:
- a. ECFMG individuals who have completed their residency/fellowship training program and who opt to remain at U of M for an additional year of training, and who are categorized as “APT” rather than faculty due to the need to comply with ECFMG regulations are not included in the bargaining unit during such period they remain at U of M following completion of their residency/fellowship program.
 - b. Individuals who have completed their residency/fellowship training program, or who request and are permitted to undertake research or other academic development activity (e.g. pursuit of a degree) at a location outside U of M are not included in the bargaining unit during such time at a location outside U of M.
 - c. Individuals who have completed their residency/fellowship training program, or who take a defined leave from their residency/fellowship training program while they pursue a specialized degree independent of their residency/fellowship training program, and who then moonlight as a physician at U of M, are not included in the bargaining unit during the period they pursue the specialized degree and moonlight.

For The Regents of
The University of Michigan

By: _____

Michelle Sullivan

Date: _____

9.5.2020

The University of Michigan House
Officers Association

By: _____

Dr. Meg Smith

Date: _____

7/30/2020

By: _____

Dr. Victoria Hoch

Date: _____

07/24/2020

APPENDIX A

House Officer Improper Work Duty Assignment Claim

Answer all questions.

1. Today's Date _____
2. House Officer Name (optional) _____
3. Program Name _____
4. House Officer Email _____
5. House Officer Phone _____
6. Name of Program Director notified of situation _____
7. Date that Program Director was notified of the situation _____
8. Date/Time of Occurrence _____
9. Unit/Area where Occurrence took place _____
10. Description of duties/tasks performed

11. Suggested category of personnel that should be performing duties/task _____
