Article II. Terms of Agreement

The University of Michigan and House Officers Association agree to extend the current 2009-2014 Agreement until July 1, 2017. All provisions of the current 2009-2014 Agreement together with modifications listed below will remain in effect until July 1, 2017. This Agreement is entered into and effective March 26, 2013.

Article III. Compensation—Salary

The contractual salary and lump sum schedules can be found in the tables depicted below.

<table>
<thead>
<tr>
<th>SALARY (w/o LUMP) by HO YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>HO Level</td>
</tr>
<tr>
<td>-----------------------------</td>
</tr>
<tr>
<td>HO I</td>
</tr>
<tr>
<td>HO II</td>
</tr>
<tr>
<td>HO III</td>
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<tr>
<td>HO IV</td>
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<tr>
<td>HO V</td>
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<tr>
<td>HO VI</td>
</tr>
<tr>
<td>HO VII</td>
</tr>
<tr>
<td>HO VIII</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LUMP by HO YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>HO Level</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>HO I</td>
</tr>
<tr>
<td>HO II</td>
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<tr>
<td>HO III</td>
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<tr>
<td>HO IV</td>
</tr>
<tr>
<td>HO V</td>
</tr>
<tr>
<td>HO VI</td>
</tr>
<tr>
<td>HO VII</td>
</tr>
<tr>
<td>HO VIII</td>
</tr>
</tbody>
</table>
Agreement
House Officer Association and University of Michigan
March 26, 2013

Article XXIII. Association Dues and Representation-Service Fees

Paragraph 202: 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 Union specifically agrees to indemnify and hold the University 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 XXV. Certification of Treasurer of Association

Paragraph 211: 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 Union specifically agrees to indemnify and hold the University 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).

Executed this 26th day of March, 2013

The Regents of the University of Michigan

Richard Holcomb, UM Chief Negotiator

Kevin Newman, HOA Contract Administrator

Tom Peterson, UMHS Administration

Lisa Colletti, Director of GME

The University of Michigan House Officers Association

Michael Lanham, HOA President

Avi Giladi, HOA Vice-President

Erika Dickson, HOA Treasurer

Justin Junn, HOA Secretary

Robin Tarter, HOA Administrative Coordinator
Agreement

Salary, Payment to encourage savings (“Lump Sum Payment”) and Healthcare benefit.

The salary component includes a contract and a promotional increase. The benefits include the payment to encourage savings (lump), and Health insurance. The contractual salary and lump sum schedules can be found in the tables depicted below. The Health Insurance plan Section A. paragraph’s 29-31 will remain in effect for duration of this contract.

Table 2

<table>
<thead>
<tr>
<th>Year</th>
<th>2011 Salary ($) 7/1/2011</th>
<th>2011 Lump ($)</th>
<th>2012 Salary ($) 7/1/2012</th>
<th>2012 Lump ($)</th>
<th>2013 Salary ($) 7/1/2013</th>
<th>2013 Lump ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HO I</td>
<td>$49,150</td>
<td>$3,440</td>
<td>$50,526</td>
<td>$3,537</td>
<td>$51,840</td>
<td>$3,629</td>
</tr>
<tr>
<td>HO II</td>
<td>$51,778</td>
<td>$4,764</td>
<td>$53,228</td>
<td>$3,726</td>
<td>$54,612</td>
<td>$3,823</td>
</tr>
<tr>
<td>HO III</td>
<td>$54,448</td>
<td>$5,009</td>
<td>$55,972</td>
<td>$4,758</td>
<td>$57,428</td>
<td>$4,020</td>
</tr>
<tr>
<td>HO IV</td>
<td>$57,218</td>
<td>$5,264</td>
<td>$58,820</td>
<td>$5,176</td>
<td>$60,349</td>
<td>$4,707</td>
</tr>
<tr>
<td>HO V</td>
<td>$60,051</td>
<td>$5,525</td>
<td>$61,732</td>
<td>$5,494</td>
<td>$63,337</td>
<td>$5,257</td>
</tr>
<tr>
<td>HO VI</td>
<td>$63,007</td>
<td>$5,797</td>
<td>$64,771</td>
<td>$5,894</td>
<td>$66,455</td>
<td>$5,715</td>
</tr>
<tr>
<td>HO VII</td>
<td>$65,852</td>
<td>$6,058</td>
<td>$67,893</td>
<td>$6,178</td>
<td>$69,659</td>
<td>$6,200</td>
</tr>
<tr>
<td>HO VIII</td>
<td>$68,641</td>
<td>$6,315</td>
<td>$70,769</td>
<td>$6,511</td>
<td>$72,892</td>
<td>$6,633</td>
</tr>
</tbody>
</table>

DISCRETIONARY SUPPLEMENTAL PAYMENTS

In addition to the House Officer salary and payment to encourage savings schedule defined in Table 2, an individual House Officer may be granted additional payments, rewards or reimbursement. Such payments may be used as recognition of a House Officer's professional growth and development and/or contribution in supporting the Health System’s goals and interests. This will not be used for recruitment to faculty positions.
Agreement

Executed the 26th day of March, 2013

For The Regents of the University Michigan

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For The University of Michigan House Officers Association

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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 nineteenth day of November, 2009, which amends the collective bargaining agreement executed on January 18, 2005 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 in respect to wages, hours, and other 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.

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 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.

ARTICLE II. TERM OF AGREEMENT

5 The House Officers agree to an overall contract length of 5 years, to expire July 1, 2014. The house officer contract will open for limited re-negotiation for the July 2011 salary year to negotiate the salary schedules and limited benefits for the balance of the contract. The items for re-negotiation are salary, payment to encourage savings ("lump sum payment"), and the University’s healthcare benefit. The remainder of the contract items including long-term disability insurance, life insurance, holiday pay, and salary increase dates will not be discussed unless agreed upon by both parties.
This Agreement shall become effective on July 1, 2009 and shall remain in force and effect until and including June 30, 2014. 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.

Executed this 19th day of November, 2009.

The Regents of the University of Michigan

The University of Michigan House Officers Association
A Management/Association meeting can be scheduled by either party to review the implementation status of this Agreement.

ARTICLE III. COMPENSATION - SALARY

The total compensation package is composed of salary and benefits. The salary component includes a contract increase and a promotional increase. The benefits include the payment to encourage savings ("lump sum payment"), long-term disability insurance, life insurance, Holiday Pay, and health insurance.

The salary schedule for house officers is based on an incremental increase as the house officer is promoted from year to year. There will be an additional contract increase each year for at least the first two years of the contract. The promotional increase will remain July 1 and the contract increase will become July 1 (modified from September 1 from the most recent contract) so that both increases will be effective July 1 of each year. The promotional salary distribution from year to year will remain unchanged. The salary schedule for each house officer is depicted in the table below. The payment to encourage savings ("lump sum payment") will continue as a benefit. It is paid in November of each year. (See Article IV, Section H for further details.)

Table 1

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HO I</td>
<td>46,922</td>
<td>3,660</td>
<td>47,672</td>
<td>4,386</td>
</tr>
<tr>
<td>HO II</td>
<td>49,575</td>
<td>3,867</td>
<td>50,368</td>
<td>4,634</td>
</tr>
<tr>
<td>HO III</td>
<td>52,232</td>
<td>4,074</td>
<td>53,068</td>
<td>4,882</td>
</tr>
<tr>
<td>HO IV</td>
<td>54,890</td>
<td>4,281</td>
<td>55,768</td>
<td>5,131</td>
</tr>
<tr>
<td>HO V</td>
<td>57,552</td>
<td>4,489</td>
<td>58,472</td>
<td>5,379</td>
</tr>
<tr>
<td>HO VI</td>
<td>60,209</td>
<td>4,696</td>
<td>61,172</td>
<td>5,628</td>
</tr>
<tr>
<td>HO VII</td>
<td>62,866</td>
<td>4,904</td>
<td>63,872</td>
<td>5,876</td>
</tr>
<tr>
<td>HO VIII</td>
<td>65,528</td>
<td>5,111</td>
<td>66,577</td>
<td>6,125</td>
</tr>
</tbody>
</table>

House Officers shall be paid a monthly salary in accordance with the salary schedule as set forth in the salary schedule, and subject to the following requirements and limitations:

A House Officer paid directly from outside sources for services rendered for the employer also may be paid by, but is not required to be paid by the employer, unless confirmed in writing to the employee. In such a case, the combined payments may exceed the appropriate salary level set forth in the salary schedule. In the event that pay directly from an outside source increases, an employee, who is also paid by the employer, may have his/her pay from the employer adjusted. In no case, however, shall such an adjustment result in a combined payment that is less than that which the employee was receiving prior to the adjustment.
A House Officer paid directly by an affiliated hospital or any other facility or person, as a result of assignment by the employer, shall be paid by the employer for any portion of the time covered by the assignment. When such assignments include periods of time of less than a full calendar month, pay from the employer for the balance of the calendar month will be 1/364 of the House Officer’s annual rate, as set forth in (Paragraph 10), for each day covered by the assignment. Assignments will begin with the first day of work for the affiliated hospital or other facility or person and end with the first day of work for the employer following the assignment.

Initial assignment of a House Officer to a salary level, as set forth in Table 1 (Paragraph 10), including assignments when a House Officer has changed from one residency program to another, shall be determined by his/her Program Director, or equal level of supervision. In making this determination, factors considered will include relevant and satisfactory training and experience. Subsequent assignments to a salary level in a given residency program shall be to the next higher level and shall be determined by the Program Director, or equivalent level of supervision, on the basis of satisfactory experience, level of performance, and acceptance of responsibility.

When a House Officer is changing from one residency program to another, the department chairperson, or equivalent level of supervision, will discuss the appropriate salary level with the House Officer prior to assignment to a salary level. This assignment will be confirmed in writing.

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 regarding this option prior to or during orientation.

SECTION A. CHIEF RESIDENT SUPPLEMENTAL SALARY

A House Officer who is appointed a Chief Resident may receive additional salary during the appointment period in an amount determined by the employer.

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

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.
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.

SECTION C. HOLIDAY PAY

In the event that a House Officer is assigned any clinical responsibilities (including on-call, inpatient service coverage, clinics, rounding, jeopardy, home call, back-up, etc.) on a House Officer holiday as defined below, he/she will receive an additional $364^{th}$ of his/her annual salary as compensation. The House Officer will receive this compensation regardless of total number of hours worked or presence in the hospital. House Officers are eligible for holiday pay for each House Officer holiday worked throughout the year.

For the purposes of this Article, the following are defined as House Officer holidays:

1. New Year’s 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

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.

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 his/her Program Director, and that House Officer will be eligible for holiday pay if he/she has any assigned clinical responsibilities on that agreed-upon date.

Any House Officer may substitute up to two (2) alternative days of his/her choice for any of the previously defined House Officer holidays within any July 1 to June 30 period. These substitutions will be mutually agreeable to the House Officer and his/her Program Director. That House Officer will be eligible for holiday pay if he/she has any assigned clinic responsibilities on those agreed-upon substitute dates.
House Officers are responsible for submitting a notice of eligibility for holiday pay to their Program Director or designated program official within sixty (60) days of a House Officer holiday when they were assigned clinical responsibilities. 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. Program Directors signature will be used to verify all House Officer holiday pay requests. Any question regarding eligibility for holiday pay will be resolved by a House Officer’s Program Director.

Every effort shall be made to honor the requests for the religious requirements by House Officers for observances of religious holidays.

ARTICLE IV. COMPENSATION - BENEFITS

Each plan shall be as provided by the employer and may be amended, 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.

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

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.

The Group Health Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to non-bargained for employees.

The House Officers agree to the University’s newly developed healthcare employee premium contribution model which will be phased in over a two year time period beginning January 1, 2010. The description of the University’s current plan is located at http://benefitsstewardship.umich.edu/hccs.html, dated May 7, 2009.

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.
The Employer will provide a monthly “opt-out” credit to those employees who elect no health insurance coverage in the same manner and to the same extent as provided to non-bargained for employees.

Employees who do not elect to “opt out” or enroll in a health insurance plan within sixty (60) days of the eligibility date will be automatically enrolled in the BCN Premier Care Plan.

SECTION B. LIFE INSURANCE

The University Life Insurance Plan and the Optional Life Insurance Plan, shall be as provided by the University within the Flexible Benefits Program 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 six (6) times the employee’s salary (one million dollars 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.

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. An employee may receive “opt-out” or “opt-down” credits based on the option selected. The University pays a portion of the cost and the employee pays any remaining portion, in the same manner and to the same extent as provided to the non-bargained for employees.

The Dependent Life Insurance plan shall be as provided by the University within Flexible Benefits Program in the same manner and to the same extent as provided to the non-bargained for employees.

SECTION C. DENTAL PLAN

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 University 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 University 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.
SECTION D. LEGAL PLAN, LONG-TERM CARE INSURANCE, AND VISION PLAN

39 The Group Legal Plan, Group Long-term Care Insurance, 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 Complaint, 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 All new House Officers have 30 days to enroll in The University of Michigan Dental Plan, The Group Legal Plan, The Group Long-Term Care Insurance 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. TRAVEL ACCIDENT INSURANCE

41 During the term of this Agreement, the Plan shall be without cost to the employee and no less than the following will be provided and maintained:

42 In addition to the Travel Accident Insurance described above, any House Officer who is injured or killed while working on a Critical Care Transport shall be eligible for travel insurance at the same level that is provided to the regular instructional physicians.

43 The amount of the principal sum of insurance for full-time employees shall be $100,000 or ten (10) times your annual salary, whichever is more, with a ceiling of $500,000, except as the amount may be reduced proportionately by a catastrophic accident. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye). One-half (1/2) of the principal sum will be paid for loss of any one member.

SECTION F. PROFESSIONAL LIABILITY INSURANCE

44 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

45 The long term disability (LTD) insurance option will be improved so that current annualized cost will be $119,000.
The University 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 Officer's employment, he/she is determined to be qualified for coverage under this Plan, any waiting period will be funded by the University. Any remaining legal issues will be resolved by representatives of the plan administrators and the University. The description of the HOA Disability plan can be obtained by contacting the HOA Office.

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 University'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.

No matter concerning the terms of any of these plans with the exception of the House Officer Long Term Disability Plan, shall be subject to the Complaint, Grievance, and Arbitration Procedure of this Agreement, except for questions concerning the specific provisions of this Article.

SECTION H. PAYMENT TO ENCOURAGE SAVINGS

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 following pay dates: 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 in the Salary Schedule of the Contract.

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 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.
Exceptions to this standard may apply in the event a House Officer’s appointment is extended beyond the standard residency program term. Extensions to one’s standard residency program could result from a paid leave, remediation, or elective research and that 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:

<table>
<thead>
<tr>
<th>Appointment extension</th>
<th>Portion of lump sum payment paid out</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 months</td>
<td>100%</td>
</tr>
<tr>
<td>More than 6 and less than 12 months</td>
<td>50%</td>
</tr>
<tr>
<td>Less than 6 months</td>
<td>0%</td>
</tr>
</tbody>
</table>

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.

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 part time appointments. 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.

**ARTICLE V. HOUSE OFFICERS ON GRANT FUNDING**

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 10. In such a case the following standards apply to eligibility for the annual lump sum payment to encourage savings:

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 10) plus the amount of the annual lump sum payment as defined above, then no further lump sum payment shall be made.

If the salary rate paid under the grant appointment is greater than the annual House Officer base salary (per Table 1, Paragraph 10), but less that 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).

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

The Staff Benefits Office will schedule workshops regarding investment options for the House Officer savings plan. Individual advisement sessions may be arranged. TIAA/CREF, Fidelity and MidWest Financial and University of Michigan Credit Unions will be the preferred providers.

ARTICLE VII. FINANCIAL AID OFFICE COUNSELING

Effective May 1, 1999, the Medical School Financial Aid Office will begin a program of financial and debt management counseling for House Officers. Hours will be by appointment during designated hours or as arranged individually. Until the program is implemented, House Officers in need of such assistance are able to contact that office individually.

ARTICLE VIII. WORK HOURS/WORK SCHEDULES

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.

Duty hours are defined as all clinical and academic activities related to the residency 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. Duty hours do not include reading and preparation time spent away from the duty site. On-call responsibilities outside of the hospital (“home call”) are not included in the duty hour calculations. Time spent on the hospital premises after arriving from “home call” are, however, included in the duty hour calculations.

Duty hours must be limited to 80 hours per week, averaged over a four week period, inclusive of all in-house call activities. Residents must be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a four week period, inclusive of call. One “day” is defined as one continuous 24-hour period, free from all clinical, educational, and administrative duties. Although the 1 day free in 7 is averaged over a four week period, the normal expectation and intent is that a House Officer would not work more than two weeks without a day off.
It is a responsibility of the House Officer to accurately report duty hours to their Program Director. The Program Director, representing the Employer, is responsible for monitoring duty hours for compliance with the above standard. In the event that a House Officer does not obtain release time in accordance with these standards, an alternative day off will be scheduled within the 4 week period. If alternative day(s) off cannot be scheduled then the House Officer will receive additional compensation equivalent to 1/365th of his/her 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.

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 his/her work schedule.

It is further understood that days off taken as vacation days will not be counted as release days. For example, if a Resident works the first two weeks in a month, and takes the latter two weeks as vacation, the Resident shall still be entitled to two release days for the first two weeks in that month.

If, during the term of this collective bargaining agreement, there is a change in the duty 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. 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.

**ARTICLE IX. EXTRACURRICULAR MEDICAL PRACTICE**

Extracurricular medical practice (moonlighting) refers to services that licensed house officers perform which are outside the scope of a University-approved program. House officers are not required to engage in moonlighting, but are allowed to moonlight provided such practice does not interfere in any way with the responsibilities, duties and assignments of their training program at the University of Michigan. The University of Michigan malpractice insurance does not extend to extracurricular medical practice. Any extracurricular medical practice which requires that the House Officer assume continuing responsibility for patients is not permitted, as it may interfere with his/her responsibilities at the University of Michigan Hospitals and Health Centers.
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 his/her 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.

The individual program directors are required to monitor House Officers’ moonlighting activities on a yearly basis. House Officers, in turn, are required to notify their Program Director of all moonlighting activity. The Program Directors will provide all program House Officers with the moonlighting policy and the "Notification of Extracurricular Medical Practice" form, to be completed even if no moonlighting activity is occurring. 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 his/her 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.

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 his/her 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

71 If either the House Officer or the Program Director feels that the letter or spirit of this contract 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 Procedure For Appeal Of Academic Decisions Including Suspension Or Termination From, Or Non-Reappointment To, A UMMC Graduate Medical Education (GME) Program in order to mediate the process.

ARTICLE XI. OFF-CAMPUS ASSIGNMENTS

72 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.

ARTICLE XII. VACATION

SECTION A. LENGTH OF VACATION

73 Except as provided in paragraph 76 and 77, House Officers shall be entitled to twenty-eight (28) days of vacation time per academic year, 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. The academic year will be effective with the beginning of the appointment. 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.

74 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.

75 A House Officer with a part-time appointment will be entitled to vacation time, in direct proportion to his/her appointment.

76 If, during the term of this collective bargaining agreement, there is a change in the governing Accreditation Council for Graduate Medical Education (ACGME) standards, or equivalent agency, those revised regulatory standards will take precedence over the terms of this language, and the parties will abide by any new standards promulgated by the ACGME. Prior to implementation of any change of practice due to a change in ACGME standards, the Employer and the HOA will meet to review the revised standards and discuss implementation plans.
An employee whose national accrediting body training program requirements or non-University sponsor prescribe the amount of time off for vacation shall be entitled to that amount of vacation.

SECTION B. VACATION PAY

Time off for vacation shall be without loss of pay, except for the following option. An employee who has received pay in lieu of vacation from an affiliated hospital or other facility or person has the option of:

1). Taking vacation, i.e., time off without pay from the employer equal to the number of days’ pay he/she received in lieu of vacation or 2), reducing his/her length of vacation from the employer, as provided in Section A, in an amount equal to the number of days’ pay he/she received in lieu of vacation.

SECTION C. ASSIGNMENT OF VACATION

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 department chairman 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. 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.

SECTION D. VACATION DEFINITIONS

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).

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.

Vacation period is from July 1 through June 30.

ARTICLE XIII. PAID LEAVE

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 A. SERIOUS ILLNESS
A House Officer who is unable to work for at least one 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 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 University will require verification of the House Officer’s inability to work, including intermittent absences, before granting paid time off.

The criteria established under the Family and Medical Leave Act will be used to define Serious Illness for purposes of this Article. FMLA time of up to twelve (12) weeks will run concurrently with any paid and unpaid time, beginning with the first day of a qualified illness.

When a House Officer has been off work due to a single serious illness or injury for 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 physician’s statement
2. Application submitted for Long Term Disability, if appropriate
3. Obtain approval from GME Office for course of action
4. Contact of the HOA Office by the House Officer for information regarding the LTD Plan and other benefits that may be affected.

SECTION B. BEREAVEMENT LEAVE

In the event of the death of an employee's spouse, or the son, daughter, parent, grandparent, brother, sister, grandchild (or spouse of any of them), of either the employee or his/her spouse, 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 time off work without loss of pay. The amount of time off work with pay 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.
SECTION C.  JURY DUTY

Whenever a House Officer is called for jury duty, he/she 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 D.  LONG-TERM DISABILITY

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 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 E.  PREVENTATIVE CARE

A House Officer who has a preventive medical or dental appointment, shall receive paid time off, not exceeding 8 hours per year.

SECTION F.  MATERNITY LEAVE

A House Officer who gives birth shall receive six (6) weeks total paid time for childbirth, regardless of mode of delivery. (The nature of House Officer scheduling permits scheduling of this time off using non-vacation, paid time within the regular allocation of time worked.) 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. The six (6) week period of paid time, if requested by the House Officer, is to be used during the period immediately preceding and/or 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.
SECTION G.  PATERNITY LEAVE

A House Officer who becomes a father, or who is a same-sex domestic partner of a birthing mother, or who is the secondary care provider of an adopted child, will be granted at least four (4) days (not shifts) off at any time from known conception to 3 months after delivery, or arrival of the child. These days are to be used consecutively unless special circumstances arise in which the Program Director must approve using the days on an intermittent basis. ACGME days off and Holidays are not counted as part of the four (4) days of paternity. These days may be supplemented with the House Officer’s vacation time, at the option of the House Officer. If a House Officer requests more than a total of seven (7) days off, the additional vacation time must be arranged with the Program Director at least three (3) months in advance of delivery or arrival, unless circumstances prevent such notice.

SECTION H.  ADOPTION LEAVE

A House Officer who adopts a child and is the primary care giver of the child shall be granted six (6) weeks off at the time of adoption. The six (6) weeks must be used in a consecutive period of time immediately before and/or after the date of adoption. Additional time off may be granted as vacation time, or a non-paid Child Care Leave of Absence.

SECTION I.  MILITARY LEAVE

A House Officer, who is in good standing and who informs his Program Director that he intends to continue his 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.

SECTION J.  PERSONAL LEAVE

At his/her request, a House Officer may be granted a leave of absence without pay at the discretion of his/her Program Director.
 SECTION K.  CHILD CARE LEAVE

97 Following the birth of an employee’s child or following adoption or foster placement of a child under age eighteen (18), or over age eighteen (18) and incapable of self-care because of a mental or physical disability, a House Officer shall be granted a leave of absence without pay for not more than twelve (12) calendar weeks. A House Officer who is in good standing and informs his/her Program Director that he/she intends to continue his/her residency program at the University shall be granted an extension of this leave of absence without pay for an additional two (2) months. The initial leave and extension cannot exceed five (5) months, and may be at any point within the first year of birth, adoption or placement, but must be completed by the end of that period.

 SECTION L.  FAMILY MEDICAL LEAVE

98 A House Officer who is unable to work because he/she is 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 Personal Medical or Child Care leaves of absence taken in the previous twelve (12) months. For this purpose, “family member” is defined as the House Officer’s spouse or domestic partner with whom the House Officer shares living accommodations and expenses; 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 domestic partner.

 SECTION M.  BENEFIT CONTINUATION

99 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 Child Care, and Family Medical leaves of absence.

 SECTION N.  GENERAL CONDITIONS

100 Unless mutually agreed otherwise by the parties, the twelve (12) month period referenced in Family Medical Leave and Benefit Continuation will be the period beginning each July 1 and continuing through the following June 30.

101 A House Officer may request and be granted paid vacation time in lieu of or prior to a Child Care, or Family Medical leave of absence.

102 When medically necessary, Family Medical leave of absence 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 Family Medical Leave Information.
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.

Upon return from, or completion of, the first twelve (12) weeks of a Child Care, or Family Medical leave of absence, the House Officer will immediately resume his/her assignment at the level prior to the leave.

**ARTICLE XIV. MEALS**

In an effort to provide the Employee with access to healthy food options at all times while at work, the University agrees to pursue 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, the University will engage the HOA in a discussion to identify and implement an alternative solution. In the interim, the University will provide a method to provide fresh refrigerated food products within the House Officer Lounge or agreed upon alternative location. On a periodic basis, an evaluation of this service will be completed to determine if the method of payment, via meal allowance tickets or other methodology is sufficient to cover the cost of the food service provided. A mutually agreeable corrective action plan will be developed and implemented if this arrangement is found to be unsatisfactory to either party.

The University agrees to include house officers in appropriate committees or groups that pertain to food-related decisions.

The University 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).

The University agrees to support the Employees in efforts to have local food establishments accept M-card (or equivalent) payment for food delivery.

**SECTION A. MEAL ALLOWANCES**

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 he/she is required to do so will be reimbursed by the University through procedures established by the employer (meal tickets), for the evening and the following morning meal weekdays. In addition, 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. Reimbursement effective October 1, 2008, shall be for the following amounts: 1) Breakfast: $6.03  2) Lunch: $8.10  3) Dinner: $11.75
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 reimbursement for the evening meal. Any educational, clinical or administrative activity that is included in the calculation of duty 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 be reimbursed for the evening and breakfast meals. Management will encourage Program Coordinators to send monthly communication to solicit any House Officers who have met the criteria for meal allowance reimbursement. Any question regarding eligibility for Meal Allowance will be resolved by a House Officer’s Program Director.

The Departments of Neurosurgery, Orthopedic Surgery, Surgery and Urology will distribute meal tickets, prior to the start of each month, to qualifying House Officers based on the number of qualified House Officers. The calculation to determine the amount of the meal tickets will be based on the monthly budget divided by the total number of qualifying House Officers. This resulting amount will be given to each qualifying House Officer rounded to the nearest meal ticket amount. This procedure eliminates the need for retrospective meal tickets to be distributed. The annual budget for the four (4) departments listed above is $247,885. This amount will change based on the weighted average price change determined by the Cafeteria, or the number of House Officers added with a new program or expansion of an existing program at UMHS as approved by the GME Office.

A qualifying House Officer must be a member of the HOA on a clinical rotation at a University of Michigan Health System location, and working on an in-house service within the Departments of Surgery, Neurosurgery, Urology, or Orthopedic Surgery for a minimum of 12 hours and until 8:00 p.m. This meal ticket plan will be evaluated on an annual basis.

ARTICLE XV. CALL ROOMS

The University shall make a bed available (not on the ground) for every House Officer needing to remain overnight. To this end, not less than sixty (60) 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. A phone for each bed 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.
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.

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 JOC (Joint Operating Committee).

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.

The employer will secure and maintain call room space for House Officers who are on “home call” status. Such accommodations will be established and put into place prior to May 1, 2005.

ARTICLE XVI. WORK ENVIRONMENT

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 employer on a one-for-one basis as needed. The house officer’s program will be responsible for the facilitation of the cleaning of white coats.

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.

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.
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.

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.

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 Complaint, Grievance, and Arbitration Procedure.

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. Following completion of the task, immediately contact the House Officer's Department Chairperson, 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, Contact the University Hospital Administrator with liaison responsibility for the House Officers Association. The Hospital Administrator will make contacts with the Contract Administrator within the Human Resources Department, and/or with the Graduate Medical Education (GME) Office, as appropriate. The Hospital Administrator will promptly investigate the situation and respond in writing to the House Officer and the Association.

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.

On the 4A wing of University Hospital, within existing space currently assigned to medical records, two desks, two telephones with long distance lines and dictating equipment will be maintained. In the event of space reassignment, the Association will be advised of the change.

The employer will continue to clearly identify a partitioned space in the Hospital cafeteria as reserved for medical staff.
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.

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."

The University is committed to providing state-of-the-art safety equipment in the Operating Rooms and Emergency Services. 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.

The University will post protocols for needle sticks and other body substance exposures on the Nursing units, the operating rooms, the emergency room, angiography suites, and in other hazard areas.

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.

Recognizing that the improvement of patient care, work environment, and education often involve complex interactions, the appropriate committee(s) and the Joint Operations Committee (JOC) are the proper, but non-exclusive, forums for consideration of these matters.

The University Hospitals and Health Centers (UHHC) recognizes that its physicians provide care for patients having some of the most difficult medical problems in the State. UHHC recognizes that the bulk of this care is delivered by the House Officers, along with the attending staff, who are licensed physicians. UHHC also recognizes that the quality of patient care is directly related to the supportive and ancillary services.

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.
The Employer agrees to provide timely phlebotomy service 24 hours a day everyday. 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.

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 everyday in all units including all ICU’s.

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.

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.

ARTICLE XVII. PARKING

The University agrees to provide designated parking for an employee who is specifically designated as on-call. Spaces will be provided in M-18, currently designated for patient/visitor parking, adjacent to the Taubman Center between 4:00 p.m. and 9:00 a.m. It is understood that employees who are required to remain in the parking structure after 9:00 a.m. will not be required to pay the fee generated from 9:00 a.m. until time of departure. Validation for on-call parking, including any required additional time after 9:00 a.m., will be obtained at the main entrance desk located on floor 1 of the Taubman Center. Validation for on-call parking may also be obtained through individual program coordinators at times that these individuals are available.

Employees who must return to the Hospital after 6:00 p.m. may use the Radiation Oncology lot for parking and must vacate the lot by 7:00 a.m. A hang tag permit is required and must be obtained prior to parking in the lot. Tags may be requested through the HOA office during regular business hours.

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.
An employee who has been assigned to an off-site location and is required to return to the Hospital between the hours of 7:00 a.m. and 4:00 p.m. will not have to pay for parking fees incurred in the Patient/Visitor parking area (M-18) during the required return period provided the parking ticket is validated at the main entrance desk located on floor 1 of the Taubman center prior to leaving the parking area. Validation may also be obtained through individual program coordinators at times that these individuals are available.

The University reserves the right to modify this arrangement upon two 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 employer 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.

ARTICLE XVIII. DISCIPLINE/GRIEVANCE

The employer shall not discharge or take other disciplinary action without just cause.

A grievance which concerns this Article shall begin at Step Three of the Complaint, 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.

Notwithstanding anything in this Article, whenever a House Officer is suspended, terminated or not reappointed to a residency 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 training program shall remain within the exclusive discretion of the University and shall not be subject to the Complaint, 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 Complaint, Grievance, and Arbitration Procedure Article, except for a question as to whether the procedure set forth in the Bylaws was followed. Also see Dispute Resolution Memorandum of Understanding.

Whenever practicable, House Officers will receive notice of non-reappointment in accordance with ACGME policy, which currently requires notice of non-reappointment no later than 4 months prior to the end of his/her training year.
It is the employer's intent through the appropriate responsible individual(s), usually the Program Director or Department Chair, to discuss unsatisfactory work performance and expectation with an affected House Officer whenever such performance becomes known to the responsible individual(s). If deficiencies in the progress of a House Officer are sufficient to warrant concern to the Program Director about the continuation of his/her residency program, the House Officer shall be informed of the deficiencies in writing and shall be given a reasonable opportunity for remediation. If a remediation plan is considered a viable option by the program director, it shall be discussed with the House Officer at the time that the deficiencies are identified and shall include the designation of a mentor, with House Officer input, and a written plan including the time frame specified for the remediation. 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. Each training program will maintain a written policy regarding evaluation, promotion, remediation, suspension, and termination of House Officers as per ACGME guidelines. House Officers will have representation on IRC and GMEC to help facilitate this. Additionally, a copy of a program’s policy on House Officer evaluation, promotion, remediation, suspension, and termination will be provided to the House Officer Association or an individual House Officer, upon request. The University, however, retains the right to immediate termination of a House Officer without remediation in order to ensure the safety of either patients or staff.

ARTICLE XIX. COMPLAINT, GRIEVANCE, AND ARBITRATION PROCEDURE

SECTION A. DEFINITION OF GRIEVANCE

A grievance is a disagreement, arising under and during the term of this Agreement, between either (1) the employer and any employee concerning (a) his/her 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. DEFINITION OF COMPLAINT

A complaint includes a grievance as defined here, but is also any other disagreement, arising under and during the term of this Agreement, between the employer and an employee or the Association concerning employment.
SECTION C. ASSOCIATION COMPLAINT FILING

In the event that the Association has a complaint, it shall begin at Step Three of the grievance procedure, provided the written complaint is received by the employer's Review Committee within twenty (20) calendar days following knowledge of the facts giving rise to the complaint. Such a complaint 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 D. REPRESENTATION

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 E. PROCEDURE

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

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

STEP ONE

An employee may bring a complaint concerning his/her employment to the attention of his/her department chairperson (or equivalent level of supervision) or his/her designee and may attempt to resolve his/her complaint 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

In order to be further processed under this Agreement, a complaint must be filed in writing within thirty (30) calendar days following knowledge of the facts giving rise to the complaint. A written complaint must be filed with the employee's department chairperson (or equivalent level of supervision), or his/her 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

A written complaint 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 Employer's Review Committee by the Association. The Association may timely refer a written complaint to Step Three at any time within ten (10) calendar days after either the expiration of the fourteen (14) day time limit or receipt by the Association of the department chairperson's written response, if later.

Any party may request discussion. The Review Committee shall provide the Association with a written response within thirty (30) calendar days of filing, or the discussion, whichever is the later.

STEP FOUR

A complaint which constitutes 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 Review Committee's written answer, if later.

In order to submit a grievance to arbitration, the Association shall file a written notice of intent to arbitrate with the Review Committee. 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.

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 FMCS.

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.

Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:
STEP FOUR (CONTINUED)

165 Either the employer or the Association or both shall notify the arbitrator of his/her selection and upon his/her acceptance shall forward to the arbitrator a copy of the grievance, the employer's answer at Step Three, the Association's notice to the Review Committee 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 his/her selection, the selection process shall be repeated until an arbitrator has accepted selection.

166 Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.

167 At the time of the arbitration hearing both the employer and the Association shall have the right to examine and cross-examine witnesses.

168 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 he/she 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.

169 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.

170 The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined above. submitted to him/her consistent with this Agreement and considered by him/her in accordance with this Agreement.

171 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.

172 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.

173 The arbitrator shall render his/her decision in writing as soon as possible.

174 The arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the employer, the Association, and the employee or employees involved.
SECTION F. TIME LIMITS

175 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 receipt or a postmark, if mailed, will control.

176 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.

177 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 suspension, termination, or non-re-appointment from their Program Director.

178 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 Joint Operations Committee to explore the best approach and method(s) for this assistance to be provided.

SECTION G. DISPUTE RESOLUTION

179 The Agreement contains a number of different procedures for resolving disputes and problems. This memorandum provides a brief description of these procedures, indicates the types of issues each procedure is designed to address and cites the location of the complete procedure in the Agreement.

180 Conferences: Either the Association or the University may request a Conference to discuss matters of mutual interest or to share information. Issues raised under this procedure generally do not involve the concerns of a single House Officer. Any issues under consideration in the Complain, grievance and Arbitration Procedure may not be discussed in the Conference format.

181 Patient Care and Work Environment: This Article describes two procedures which a House Officer may follow if, in the interest of patient care, he/she decides to perform the work of another professional or non-professional employee (clerk, messenger, etc.) when he/she believes that doing so will prevent him/her from delivering other important medical care.

182 Discipline: A House Officer may be disciplined (including discharge from employment and termination from a training program) for misconduct or unsatisfactory performance under three different procedures, each with its own resolution process.
Discipline continued: A House Officer disciplined for misconduct in the employment relationship may appeal this discipline through the process described in Complaint, Grievance and Arbitration Procedure section.

Discipline continued: A House Officer disciplined for unsatisfactory academic performance may appeal this discipline through the due process mechanism maintained by each Department. In addition, a House Officer may appeal a departmental academic decision to the University of Michigan health System Graduate Education Advisory committee. This appeal process is described in the Joint Staff document titled: “Procedure of Appeal of Academic Decisions Including Suspension or Termination from, or Non-Reappointment to, a UMMC Graduate medical Education Program.”

Discipline Continued: If action is taken as a result of a formal complaint received by the Executive Committee on Clinical Affairs, a House officer may appeal this action through the procedures described in Article XXXI of the University of Michigan Medical Staff Bylaws and Bylaws Supplement.

Article XIX, Complaint, Grievance, and Arbitration procedure: This article describes the grievance procedure, a formal mechanism for resolution of disagreements between a House Officer and the University or between the Association and the University involving interpretation or application of the terms of the Agreement. The University 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.

ARTICLE XX. EMPLOYER RIGHTS

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 XXI. NON-INTERFERENCE

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.

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.
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 XXII. NON-DISCRIMINATION**

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. Also see Memorandum of Understanding VII, paragraphs 263-270.

Nothing in this Article shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

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.

In addition, the University agrees to provide the Association with data annually of the female and minority representation of the House Staff.

The University and the Association will continue to support mutually agreeable programs to promote the diversity of the House Staff.
ARTICLE XXIII. ASSOCIATION DUES AND REPRESENTATION-SERVICE FEES

SECTION A.

196 The parties recognize that the proper negotiation and administration of collective bargaining agreements and the fulfillment by the Association of its statutory duty of representation entail expenses which are appropriately shared by all employees who are beneficiaries of such agreements. To this end, in the event an employee shall not join the Association, the employee nevertheless shall tender to the Association a representation-service fee, which fee shall be in an amount not to exceed the employee's pro rata share of the Association's cost of negotiating and administering the collective bargaining agreement. Tender of membership dues or the representation-service fee shall be a condition of employment for employees hired on or after June 1, 1975. If the amount of the representation-service fee is formally challenged by a House Officer, the Association shall have the sole burden of establishing the legal validity of the fee. The University shall not be obligated to deduct the representation service fee until the formal challenge has been resolved as long as the formal challenge is being pursued through a procedure provided by the Association or through such other procedure as may be available to either the House Officer or the Association. Such membership dues or the representation-service fee can be tendered or paid to the Association either as provided in Article VI, Check-Off of Association Dues or Representation-Service Fee, or by direct cash to the Association.

SECTION B.

197 No employee shall be terminated under Section A of this Article unless:

198 The Association first has notified the employee by letter, explaining that the employee is delinquent in not tendering either periodic and uniformly required Association dues or fees, and specifying the current amount of such delinquency, and warning the employee that unless such dues or fees are tendered within thirty (30) calendar days, the employee will be reported to the University for termination as provided in this Article, and

199 The Association has furnished the University with written proof that the procedure of paragraph 197 of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that the employee has not complied with the request. The Association must specify further, when requesting the University to terminate the employee, the following written notice:

200 "The Association certifies that _______ has failed to tender either the periodic and uniformly required Association dues or representation-service fee required as a condition of continued employment under the collective bargaining agreement and that under the terms of the Agreement, the University shall terminate the employee."
Provided that the requirements of one (1) and two (2) above are met, the University shall terminate any employee who is still delinquent on the thirtieth (30th) calendar day following receipt by the University of the satisfactory written proofs or letters and notices required by this Article unless the Association agrees otherwise. Sending the appropriate notification to the employee at their last known address shall satisfy requirement one (1).

SECTION C. INDEMNIFICATION

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 Union specifically agrees to indemnify and hold the University 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 XXIV. CHECK OFF OF ASSOCIATION DUES OR
REPRESENTATION-SERVICE FEE

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 University. Employees will deliver Voluntary Authorization for Deduction of Association Dues or Representation-Service Fee forms to the Association. The Association will notify the University 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 union dues or representation service fees.

The following certification form shall be used by the Association when certifying membership dues or representation-service fee:

ARTICLE XXV. CERTIFICATION OF TREASURER OF ASSOCIATION

I certify that the membership dues for employees in the bargaining unit are $_______ and that the representation-service fee for employees in the bargaining unit is $_____ for the period of July 1 through June 30.

Date   Signature
Treasurer of Association

Date of Delivery to University
Such written certification must be delivered to the University no later than June in any year to become effective in the following July through June period.

Payroll deductions shall be one-fourth (1/4) of the certified dues or representation-service fee and shall be taken from the following four (4) paychecks, November, December, January, February or before July 1 of the next succeeding year, provided, however, the initial deduction for any employee shall begin with the calendar month following the calendar month both (1) a properly executed "Voluntary Authorization for Deduction of Association Dues or Representation-Service Fee" form or confirmation from the Association of a deduction pursuant to Paragraph 214 and (2) the amount of the membership dues or representation-service fee certified by the Treasurer of the Association have been delivered to the University at a place designated by the University.

In the event that there are not sufficient months to take four (4) deductions, the amount deducted for each remaining month nevertheless shall be one-fourth (1/4) of the certified amount.

Remittance of amounts deducted shall be made to the Treasurer of the Association and at an address given to the employer by the Association 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.

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.

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 Union specifically agrees to indemnify and hold the University 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).

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 or representation-service fee requirements.
Notwithstanding the execution and delivery of the Voluntary Authorization for Deduction of Association Dues or Representation-Service Fee form set forth above, an employee may voluntarily revoke previously authorized payroll deductions by submitting written notification to the Association. Unless revoked by the employee, dues/fees deduction authorizations shall remain in effect for the duration of the employee’s employment as a House Officer.

The Association expressly permits and authorizes the employer to automatically deduct representation service fees from the paychecks of employees who have not, prior to September 30 of the employee’s first year of employment, elected to satisfy their union dues or representation service fees obligation by either automatic payroll deduction or direct payment to the Association.
ARTICLE XXVI.  QUARTERLY LISTINGS

215  The employer shall furnish the Association an initial list of names, departments, uniqnames and pager numbers of new House Officers as soon as it is available but no later than July 8 each year. The Association shall be notified by GME in the event the list of new House Officers cannot be produced by July 1. The employer shall provide the Association a list of names, addresses, e-mail addresses, uniqnames, pager numbers, classification titles, departments, dates of birth, and the full-time equivalent salary rate of all House Officers paid by the employer, inclusive of all new hires by August 8 each year. The employer shall furnish the Association a copy of this information at quarterly intervals thereafter and also provide a resource to help with issues around e-mail addresses and information transfer to the Association’s database. The Association may request reports on House Officers on an ad hoc basis from human resources. 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. If there is a business reason for the Association to request an individual House Officer’s social security number it shall be honored by the employer and will also be retained in confidence by the HOA. Problem solving around issues that arise with such lists and information shall occur through the Joint Operations Committee Conferences.

216  Intent Note to Quarterly Listings:  To allow for more timely communication from the HOA to the house officers, the expectation is that the University more than likely be able to provide the list of new House Officers (including name, department, pager and uniqname/email) prior to July 1, and GME will notify HOA if this cannot be met. A complete list (above in addition to titles, UMID, address, DOB, FTE salary, and SSN by request only) will be provided by HR to HOA as soon as its available, no later than Aug 8 and quarterly thereafter. Human Resources to be the avenue for ad hoc requests. MCIT will be involved to further facilitate a more efficient transfer of data. Additional problems with this issue will be addressed by JOC. HOA will maintain this information according to the UM Standard Practice Guide 601.14 confidentiality policy in regards to SSN’s.

217  The Employer respects and understands the Association’s desire to maintain the confidentiality of the Employees’ Personal Home Contact Information (defined to include but to be not limited to an Employee’s mailing address(es), home phone number(s), and cell phone number(s), hereafter referred to as PHCI).

218  The Employer will inform the Association and the Employee of any directory system(s) through which an Employee’s PHCI can be accessed from outside an internal University of Michigan firewall (e.g., X500 data via http://directory.umich.edu, at this time). The Employer will also inform the Association and the Employee of a method for “opting-out” of automatic publication of PHCI in such directory systems.
Notification of the information will occur

1. at the time of or prior to the implementation of this Agreement,
2. at the time of an Employee's initial hiring, prior to the entry of their PHCI into the directory system(s), and
3. at the time of the implementation of any new directory system.

In the event of a change or addition in the directory system(s) that record and publish PHCI, the Employee will retain the ability to "opt-out" of publication of their PHCI.

The University of Michigan Health System (UMHS) Paging Services, or its equivalent, will disclose PHCI only to those who require the information to carry out the duties and responsibilities of the Employer.

Paging Guidelines used by the UMHS Paging Service to contact a specific physician will be available to the Association or the Employee at their request.

Upon the request of an employee required to have and use a pager, and with the written approval of the employee's Department Chair, or designee, the employer will provide a pager with a range capacity sufficient to meet the needs of the employee. In addition, the paging service will, upon request from a House Officer, connect a House Officer with business calls from outside the Hospitals.

The University and the Association will collaborate on a mutually agreeable mechanism to reimburse House Officers for long distance phone calls made to patients from home, and will address the issue of long distance phone call capability in the Operating Rooms.

The employer and the Association agree to be equally responsible for the cost of printing and the distribution of this agreement to employees. The employer shall provide a copy of this booklet to each new employee and to all present employees. The employer shall make a copy available to prospective employees upon request.

ARTICLE XXVII. BULLETIN BOARDS

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.

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.
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.

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 XXVIII. STAFF REDUCTION**

After commencing work, an employee shall not be laid off or terminated during the employee's current appointment year, except as provided by Article XVIII.

The Employer intends to make a good-faith commitment not to terminate a House Officer during the course of his/her 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 XXIX. COMMITTEE MEMBERSHIP

The following committees, or their respective substitutes, as long as such committees exist, shall include at least one Employee member:

1. Accreditation and Regulation Readiness Committee (ARRC)
2. CareWeb Clinical Advisory Committee
3. Continuous Quality Improvement Program (CQIP) Lead Team
4. CPR Committee
5. Credentialing and Privileging Committee
6. Disaster Committee
7. Environment of Care Committee
8. Ethics Committee – Adult
9. Ethics Committee – Pediatrics
10. Executive Committee on Clinical Affairs (ECCA)
11. GME (Graduate Medical Education) Subcommittees
12. Graduate Medical Education Committee (GMEC)
13. GME Internal Review
14. Infection Control Committee
15. Information Technology Strategic Advisory Committee
16. Medical Information Committee
17. Michigan Quality System (MQS) Prioritization
18. Mott Executive Committee (MEC)
19. New Building Construction Planning Committees
20. Operations Improvement Council
21. Operating Rooms Policy Committee
22. Operating Rooms Site-specific Committees
23. CVC OR/IR Committee
24. East AA/OR/MPC Executive Committee
25. Kellogg OR Management Committee
26. Livonia OR Executive Committee
27. Mott OR Management Committee
28. University OR Management Committee
29. Pain and Sedation Analgesia Committee
30. Patient Safety Committee
31. Pharmacy and Therapeutics Committee
32. Transfusion Committee
33. UM CareLink Clinician Advisory Group
34. VA Dean’s Committee
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, which shall have up to three (3) peer-selected Employee members. Given the potential for unpredictable service responsibilities of the Employees at times when the committees may meet, one (1) or more additional Association-endorsed Employees may be appointed to the above committees in order to facilitate Employee member attendance at committee meetings, if the presence of multiple or alternate Employee members is agreed upon mutually by both the Association and the respective Committee Chair. It is understood that the voting rights of the Employee committee members may vary by committee, and that multiple or alternate Employee members on a committee shall, in general, have one (1) collective 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.

As per the ACGME rules and regulations, the GME Committee Employee members may be neither the Internal Medicine Chief Resident nor the Pediatrics Chief Resident.

Employee committee members will brief the Association on updates from committee meetings as needed. Minutes, communications, and agendas of listed committees, or their respective substitutes, will be available upon request to the Association Administrator.

The Association shall furnish the Employer, to the best of its ability through its Administrator, with the names of the Employee member(s) of each of the listed committees and shall promptly notify the respective Committee Chair of any changes. At least annually, through the JOC, the Employer shall provide an updated list of committees including newly formed committees and committee substitutes, name changes, or changes in the Committee Chairs.

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.

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 XXX. CONTINUOUS QUALITY IMPROVEMENT (CQI)

239 The University is committed to a systematic approach to continuous quality improvement and recognizes that House Officers are an integral part of the provision of quality health care to our patients. The HOA acknowledges its responsibility to support the Health System's goals and interests regarding operational effectiveness. The parties are committed to a collaborative working relationship with regular communications, continuing cooperation on matters of mutual interest, and prompt resolution of issues. Matters of mutual interest include but are not limited to ancillary services, work environment, improved medical documentation practices, cost-effective use of medical tests, procedures and commodities, and institutional compliance with all regulatory and statutory requirements. One of the primary mechanisms to be utilized in these continuous quality improvement efforts will be the Joint Operations Committee (JOC), which will meet at least on a quarterly basis. Because JOC will address issues and projects that may have significant impact on the house officer work environment, JOC will maintain the ability to draft Memorandum of Understanding to be considered for official inclusion in the UM/HOA contract. With approval by the authorized members of the University and the HOA board, a MOU generated through JOC will become a binding portion of the contract and will be carried out as such for the term of the contract. To reflect the shared interest of increasing House Officer involvement in CQI, the University will facilitate the submission of proposals by HO’s to the Michigan Quality System Prioritization Committee, the goal of such proposals being to improve HO participation in CQI efforts within the University. Additionally, HO’s are permitted to provide non-clinical moonlighting services within the University in the area of CQI.

ARTICLE XXXI. MEDICAL STAFF BYLAWS AND BYLAWS SUPPLEMENT

240 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 Complaint, 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.

ARTICLE XXXII. TRAVEL REIMBURSEMENT

241 If a House Officer is assigned to a facility that is more than fifteen (15) miles round trip to and from the University, he/she 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.
Reimbursement shall not be required when a House Officer requests assignment, or when an opportunity is made available to a volunteer. Neither shall this additional salary amount be required if transportation is provided or made available by the employer.

ARTICLE XXXIII. REVISED APPOINTMENT YEAR

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 XXXIV. ORIENTATION FOR HOUSE OFFICERS

The employer will provide an orientation for new House Officers at the beginning of employment. A representative of the House Officers Association will be provided the opportunity to make a presentation. All House Officers will be paid for every day they are required to be in service to the employer. This includes, but is not limited to, orientation, ACLS/ATLS, BLS, NALS, PALS, and other required service such as check-in or administrative sessions scheduled prior to the official start date.

ARTICLE XXXV. WAIVER

The University 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 University 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 XXXVI. RESTRICTIVE COVENANT

In accordance with the American 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.
This confirms our understanding and support of the following letter from Eric Young, M.D., Chief of Staff. The Veteran’s Administration Dean’s Committee will monitor the conditions outlined in the letter to assure compliance.

Medical Center
2215 Fuller Road
Ann Arbor, MI 48105
December 17, 2004

J.C. Leveque, MD
President, House Officers Association
UH 2F208/0052
Ann Arbor, MI 48109

Dear Dr. Leveque:

This letter is written to update the Memorandum of Understanding for the Agreement between the Regents of the University of Michigan and the University of Michigan House Officers Association.

House Officers rotating at the VA Ann Arbor Healthcare System are viewed by veterans and VA employees as VA physicians and should assume the responsibilities of that role. Limited resources create differences in policies and procedures for the care of patients; during their rotations at the VA, house officers are subject to the rules and regulations of the VA.

The VA Residency Review Committee will hear house officer issues related to patient care, work and work environment that are not department-specific. A house officer representative selected by the HOA will continue to participate in the Residency Review Committee and the VA Dean’s Committee. The Residency Review Committee meets quarterly; either party may request additional meets. 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 Chairman of the University of Michigan department may be involved.

VA Ann Arbor Healthcare System agrees to abide by the Accreditation Council for Graduate Medical Education guidelines as they apply to the VA Hospital.
MEMORANDA OF UNDERSTANDING

House officers who are required by their service to be in-house overnight shall have suitable and secure call rooms. Lockers or secured areas for belongings will be available to House Officers. A key card access box will also be installed on the entrance door, near the volunteer parking lot.

House officers rotating at the VA will be provided with meals or vouchers for 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 $5.75 voucher to be used for a canteen breakfast. Qualifying house officers will receive a $10.50 voucher for dinner, which can be used either in exchange for dinner from the kitchen (available 5 pm to 7 pm) or for purchase of a canteen meal on a different day. House officers in house on weekend days will receive a voucher for lunch ($6.75) in addition to dinner and breakfast vouchers. VA Ann Arbor Healthcare System and the University of Michigan Hospital, along with the House Officers Association, agree to investigate alternative methods for distribution of meal allowance for House Officers on rotation at the VA.

VA Ann Arbor Healthcare System, the University of Michigan Hospital, 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, to improve the safety conditions for pedestrian traffic, while crossing Fuller Rd., adjacent to the VA Hospital and parking lots located on the north side of Fuller Rd.

Sincerely,

Eric W. Young, M.D.
Chief of Staff

248 It is understood that disagreements or need for clarification which may arise over conditions outlined in this letter may be discussed at the V.A. Residency Review Committee and may be referred after discussion at the Residency Review Committee to the VA Dean’s Committee.

For The Regents of The University of Michigan

The University of Michigan House Officers Association

By ____________________  By ____________________

Date: 11-19-09
MOU II. VA HIRING REGULATIONS

249 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.

250 For The Regents of The University of The University of Michigan House Michigan Officers Association

By__________________ By__________________

11-19-09

MOU III. EXERCISE FACILITY

251 To better meet the interests of the Association and the University in making an exercise facility available, the University will provide access to the UH 9th floor gym to House Officers from 3 p.m. to 9 a.m. daily. It is understood that the use of the gym is not for the exclusive use of the House Officers. The Psychiatry Department retains the right for exclusive use for patient care on a case-by-case basis, and the employer retains the right to reallocate the space at any time. If reallocation of space occurs, the employer agrees to make reasonable efforts to find alternate space. Further, the employer agrees to provide the same access privileges to House Officers as may be provided to any other employee group, for any alternative exercise facility that may be established.

252 If, over the term of the Agreement an 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.

253 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 The University of Michigan House Michigan Officers Association

By __________________ By __________________

Date: 11-19-09
MOU IV.  CHILDCARE

The University of Michigan and the HOA recognize the unique burden of rising childcare costs with limited flexibility for house officers. Given the unique work hours and unpredictability of the house officer schedule, options must be drafted to meet the growing difficulty with affordable and flexible childcare. To this end, the HOA and University will assure its commitment to this issue with the formation of a sub-committee for house officer childcare benefits to contain house officer representation to continue to work for solutions to aid house officers utilizing childcare.

There will be House Officer participation on the sub-committee to facilitate this process. This individual shall be recognized by the University as the primary House Officer spokesperson for childcare development. He/she may either sit on or appoint additional representatives to serve on the above committee and will coordinate House Officer participation within the Medical Center.

The University recognizes the difficulty in obtaining affordable and well trained childcare providers during emergencies for house officers. The University 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.

The University recognizes the need for flexible caregivers to be available for house officers who are unable to care for dependants outside of normal childcare centers due to clinical responsibilities. The childcare subcommittee will be charged with conducting a pilot project utilizing an “Emergency House Officer Childcare Service”. This will pilot the utilization of an appointed group of childcare providers to be available during hours to be determined by the sub-committee. 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

The University of Michigan House Officers Association

By ___________________________  By ___________________________

Date: 11-19-09
MOU V. PAGING ETIQUETTE

258 In order to address issues related to patient care communication systems and processes including concerns regarding paging, a LEAN team shall be established. The goal is to improve patient care and patient safety, as well as streamline the workflow of house officers, nurses and other hospital staff. This team shall be comprised of, but not limited to, members of the Association and representatives from nursing.

259 This LEAN team shall be established as soon as possible and no later than six (6) months after the beginning of this contract. An executive sponsor shall be provided by the Employer as the responsible party for this team.

260 In the interest of assuring optimal participation in the LEAN team, the Employer (or executive sponsor) shall facilitate meeting times that allow for maximal house officer participation, including weekend and/or evening timing if necessary.

For The Regents of The University of Michigan The University of Michigan House Officers Association
By ___________________________ By ___________________________

Date: 11-19-09
MOU VI. INFORMATION TECHNOLOGY

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 duty hour requirements, both parties appreciate the importance of accessing IT resources outside the hospital. To this end, the University 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. The JOC will be one mechanism by which technology issues will be addressed on an on-going basis.

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 University as the primary House Officer spokesperson for information technology. He/she may either sit on or appoint representatives to serve on committees and will coordinate House Officer participation within the Medical Center.

For The Regents of The University of Michigan

The University of Michigan House Officers Association

By _____________________________ By _____________________________

Date: 11-19-09

MOU VII. NON-DISCRIMINATION AND SEXUAL HARASSMENT

The University and HOA are committed to preventing and eliminating discrimination and sexual harassment of all staff. To that end, all House Officers will be informed of the University’s guidelines regarding harassment and discrimination issues. Further, all House Officers will be educated on the appropriate reporting and complaint resolution process. A summary of the process is provided below.

House Officers will receive the University’s pamphlet on Sexual Harassment upon their hire to the Health System during their orientation.

House Officers will have access to the on-line interactive tutorial “Preventing Sexual Harassment at the University of Michigan” available through the web site www.newmedialearning.com/sph/umich.edu.

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.
Confidential counseling is available to House Officers through the M-Works Employee Assistance Program (763-5409), Faculty and Staff Assistance Program (936-8660), the Office of Equity and Diversity Services (763-0235), Sexual Assault Prevention and Awareness Center (763-5865), Counseling and Psychological Services (764-8312).

SECTION A. INFORMAL RESOLUTION PROCESS

A complaint or report can be made to the Human Resources Department, the Office of Diversity and Equity, the Dean of the Medical School, the Program Director, the Chair of the Department, the Executive Vice President for Medical Affairs, the Chief Executive Officer, the Chief Operating Officer, or the Chief of Clinical Affairs, or their designee. The person who receives such a complaint will advise the House Officer about the informal and formal resolution alternatives available as outlined in the University’s policy on Sexual Harassment.

SECTION B. FORMAL INVESTIGATION

A formal charge of harassment will pursued through the Medical Staff By-Laws. The person accused of sexual harassment must be notified of the charge and given an opportunity to respond to any allegations. Investigations will be prompt, thorough and fair, affording both the complainant and the accused a full opportunity to participate.

The Office of Diversity and Equity must be notified of all reported incidents of sexual harassment and their resolution.

For The Regents of The University of Michigan

The University of Michigan House Officers Association

By __________________

By __________________

Date: 11-19-09
MOU VIII. ADDITIONAL SERVICE REQUIREMENTS

Changes in the health care industry impact The University of Michigan Hospitals and Health Centers 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 (i.e., through the House Officers Executive Director’s Advisory Committee).
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 __________________

The University of Michigan House Officers Association

By __________________

Date: 11-19-09

MOU IX. INFORMATION TO PROSPECTIVE HOUSE OFFICERS

This confirms our understanding that the employer will include the following statements in program descriptions given to prospective House Officers:

1. House Officers may be assigned duties in ambulatory care and outreach clinics, or other similar institutions.
2. Assignment to prison or jail facilities will be only on a voluntary basis.

House Officers must pay either Association Dues or a Representation-Service Fee as a condition of employment.

For The Regents of The University of Michigan

By __________________

The University of Michigan House Officers Association

By __________________

Date: 11-19-09

MOU X. JCAHO SURVEYS
This confirms our understanding that the House Officers Association will be notified in advance of accreditation surveys conducted by the Joint Commission of Accreditation of Healthcare Organizations (JCAHO). Such notice will be provided in writing on a timely basis.

For The Regents of The University of Michigan
By __________________

The University of Michigan House Officers Association
By __________________

Date: 11-19-09

MOU XI. LIFE INSURANCE

The House Officer's Association intends to “opt out” of the current life insurance plan offered by the University and enroll in a life insurance plan through an external carrier. The Association agrees to this “opt out” external plan being at most, cost-neutral as compared to the current University's life insurance plan, and recognizes that any new plan must not be overly administratively cumbersome to the University and/or HOA. If the new plan is not cost neutral and/or deemed to be administratively cumbersome for the University and/or HOA, the current plan along with the portability feature discussed during the negotiations process will be offered. Until the effective date of the new plan, the Association members will continue to be covered under the current Life Insurance Policy.

In addition, each member will still be covered under the University's Travel Accident Policy and Critical Care Transport Policy. It will be the responsibility of each individual member to maintain up-to-date records with the University so that these additional coverage remain current.

For The Regents of The University of Michigan
By __________________

The University of Michigan House Officers Association
By __________________

Date: 11-19-09
MOU XII.  CONTRACT COMPLIANCE

277 The Employer shall provide and distribute a summary of contract changes document within one (1) month of ratification of this Agreement. This summary of contract changes document will be distributed to: Department Chairs, Program Directors, Department Administrators, and House Officers.

278 Any dispute arising out of the interpretation or application of any contract changes, shall be subject to review and resolution through the complaint, grievance and arbitration procedure - Article XIX of this Agreement.

For The Regents of The University of Michigan

By __________________

The University of Michigan House Officers Association

By __________________

MOU XIII.  ON LINE DATA SERVICES

279 Management will continue to provide an institutional site license available to House Officers for MD Consult, or an 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.

For The Regents of The University of Michigan

By __________________

The University of Michigan House Officers Association

By __________________

Date:11-19-09
MOU XIV. JOINT OPERATIONS COMMITTEE

This memorandum of understanding document outlines the mutual interests of the House Officer’s Association (HOA) and the University (UMHS) to improve the effectiveness of the Joint Operating Committee (JOC). It is designed to clarify the purpose, scope and responsibilities for JOC, and its members to ensure it is an effective problem solving and planning forum.

Purpose:

1. To facilitate a collaborative working relationship with regular communication and cooperation on matters of mutual interest between UMHS and the HOA.
2. To facilitate prompt resolution of issues.
3. To allow the University to leverage the expertise and insight of house officers in effecting change and improving quality across UMHS.

Co-Chairs:

1. Hospital Administrator
2. President of the HOA or appointed representative from the Executive Board

Voting Members:

1. House Officers: HOA Board members, or a subset, will attend to represent HOA leadership. A standing membership of house officers may also include recognized members supported by each program and who are encouraged to attend. Such house officer members may be Chief Residents or their Designee who report directly to the HOA Board for idea submission, updates from meetings, etc.
2. Nursing Management Representative
3. Human Resource Representative
4. Chief Spokesperson for the University
5. Associate Hospital Director or other Senior Administrator
6. Administrative Liaison to HOA
7. HOA Director
8. OCA Representative

Attendees (Agenda specific- may include the following):

1. GME Representative
2. All house officers are welcome to attend these meetings
SCOPE OF COMMITTEE:

285 JOC will focus on matters of mutual interest that include, but are not limited to: ancillary services, work environment, improved medical documentation practices, cost effective use of medical tests, procedures and commodities, quality improvement, and institutional compliance with all regulatory and statutory requirements.

286 JOC will strive to delegate issues to appropriate standing committees for follow-up and resolution. When a committee is unable to address the issue in a timely manner or does not believe it should pursue the issue, a small working group of JOC may process the issue and develop further data and create a stronger presentation so that the committee may choose to address it. In such a case, JOC can empower the work group via funding, support, etc to complete the task to resolution.

287 When issues regarding House Officer Education emerge, they are to be referred to the GME Committee or other appropriate forum as designated by the GMEC. JOC will work closely with GME to ensure that a JOC representative can attend the GMEC. In addition, a JOC Representative will give a quarterly report at the GMEC meeting.

MEETINGS:

288 JOC will meet monthly at mutually convenient times. It may meet less frequently by mutual agreement. Special consideration will be given to House Officers schedules to promote attendance. This typically means evening or early morning meetings in the hospital buildings.

289 On occasion, items may need to be addressed immediately or outside the regularly scheduled meetings. At that time, the University and HOA will mutually determine whether a special meeting should be called to address the issue. Every attempt to give advanced notice for scheduling and attendance will be made.

AGENDA / MEETING STRUCTURE:

290 The Co-Chairs will develop and approve the agenda.

291 Best effort will be made to have the agenda distributed to members electronically one week prior to the meeting.

292 Attendees and Guests will be contacted for their attendance as soon as it is made clear that items on the agenda may be of interest or their expertise will be needed.

293 A clear description of the topic and summary of the state of the issue will be present on the agenda.
Meeting minutes will be taken at each session.

**MANAGEMENT OF ISSUES AND FOLLOW-UP:**

The Co-Chairs will ensure that issues requiring follow up are assigned to an appropriate JOC member.

Follow up should happen on a regular basis according to an agreed upon timeline. Initial follow up and progress between meetings may occur through the Co-Chairs.

When an issue is delegated an already established committee, the Co-Chairs will assign a member to manage the issue and report back to JOC at the appropriate time.

In an effort to support follow up and resolution of issues, the University pledges $30,000 annually which can be distributed by mutual agreement of the Co-Chairs. Unspent funds will not carry over from year to year. We will re-evaluate this funding in conjunction with our Wage re-opener in 2011.

**MEETING MINUTES:**

Minutes will be kept at each meeting and sent out to all Members and Attendees within one week. Guests may also receive minutes upon request.

**JOC SPECIAL ABILITIES**

Because JOC will address issues and projects that may have significant impact on the house officer work environment, JOC will maintain the ability to draft Memorandum of Understanding to be considered for official inclusion in the UM/HOA contract. With approval by the authorized members of the University and the HOA Board, a MOU generated through JOC will become a binding portion of the contract and will be carried out as such for the term of the contract.

For The Regents of The University of Michigan

The University of Michigan House Officers Association

By __________________

Date: 11-19-09