

HOA Grievance/Complaint

To: Michelle Sullivan, Director, UMHS Labor Relations
Wade Baughman, HOA Contract Administrator

Date: September 15, 2021

CONTRACT VIOLATION:

Article XX and any and all other implicated provisions of the Collective Bargaining Agreement (CBA) between the University of Michigan Regents and the University of Michigan House Officers Association (HOA).

SUMMARY:

It is easiest to begin this grievance by reviewing Paragraph 181 of the parties' labor contract in its entirety:

¶181 Whenever practicable, House Officers will receive notice of non-reappointment no later than 4 months prior to the end of their training year.

A. It is the intent of the Employer to assure that each House Officer is given appropriate due process in any issue concerning unsatisfactory work performance.

B. Each training program will maintain a written policy regarding the criteria for promotion, and/or renewal of House Officer's appointment as per ACGME guidelines.

C. Additionally, a copy of a program's policy on promotion and/or renewal of a House Officer's appointment, as well as any related policies on evaluation, remediation, probation, suspension, and termination will be provided to the House Officer Association or an individual House Officer, upon request.

D. The Employer, however, retains the right to immediate termination of a House Officer without remediation in order to ensure the safety of either patients or staff.

On July 28, 2021, following discussion between the parties regarding these policies, the Employer wrote to say that many of the policies previously provided to the HOA (under identical, earlier information requests) "have probably been superseded by now with updated policies." And so, on July 29, 2021, the HOA made a new request for program policies per subsection C. On September 8, having received no response, the HOA renewed its request.

On September 10, the Employer responded by denying the request and stating that ¶181 is someone limited to only “situations where an individual House Officer is not having their appointment renewed, or perhaps is having their current appointment terminated.” Put another way, the Employer’s Kafkaesque pedantry asserts that the HOA must wait until one of its members violates and is disciplined under a policy before the HOA can even see the policy. That is wrong.

The denial’s rationale is also nonsensical. The Employer argues that the first sentence of ¶181, which discusses notices to house officers of non-reappointment, means that the entire section deals only with what comes after such a notice. That ignores, of course, the fact that subsection B says “[e]ach program will maintain a written policy,” and subsection C states that “[a]dditionally,” which of course refers back to subsection B, the HOA will be provided a copy of all such policies “upon request.” If the Employer’s rationale were accurate, it would mean each program only “maintains” a policy after someone violates/falls under it, and the HOA could only see the *ex post facto* policy once the program finishes drafting it.

Additionally [and, yes, I’m using that word in the same sense the parties used it in ¶181(C) in our labor contract], the parties explained in ¶¶183 & 184 that we “share a common interest with regard to providing assistance and support” for a House Officer facing punishment under program policies, and that “the Employer agrees to assist the House Officer with making contact with the House Officers Association” for any “services and support” the HOA might be able to provide. The HOA is desirous of providing *meaningful* “services and support” to members; therefore, the HOA needs to be proactively familiar with up-to-date program policies.

On behalf of the Association,



Robin Tarter
Executive Director,
University of Michigan
House Officers Association