

§3 Basis of Charge

1. The House Officers Association (“HOA”) and the University of Michigan (“University”) are party to a labor contract covering all physicians and dentists taking part in a training program at the University (“house officers”). At this time the unit is comprised of approximately 1,400 house officers.

2. The parties’ labor contract, at ¶18, states:

In addition to the House Officer salary and payment to encourage savings, an individual House Officer may be granted discretionary supplemental payments, rewards or reimbursement by their department. Such payments may be used as recognition of a House Officer’s professional growth and development and/or contribution in supporting the University of Michigan Health System’s goals and interests. This may be used for recruitment to faculty positions.

3. On September 17, 2022 the HOA wrote to the University about statements made by supervisors in the Anesthesiology department that claimed the labor contract “is an impediment to receiving higher pay or other, additional compensation.” The HOA asked that the University take remedial action to correct that false statement.

4. On September 26, 2022 the University responded that it would make no effort to correct the false claim, and instead asserted its right to have this “disagreement over the meaning and purpose” of labor contract language decided by an arbitrator. The University also noted that it could file an unfair labor practice complaint against bargaining unit members for communicating that the labor contract

does not prevent, and actually explicitly allows, supplemental payments.

5. On September 28, 2022 the HOA wrote again to the University to reiterate the need for a corrective communication to “clarify to the bargaining unit that the existence of wage rates and other compensation in the parties' labor contract does not mean that the University is unable to pay higher wages or compensation in a non-discriminatory manner.”
6. To date, the University has neither responded to the HOA's September 28 email or made any effort toward remedying the false narrative put forth by University supervisors. This absence of corrective effort evidences the University's discriminatory and direct dealing effort to discourage HOA membership, undercut the HOA, and prejudice the employees against the HOA.
7. By the above conduct, the Employer violated §§10(1)(a), (c), & (e) of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210(1)(a).

The HOA respectfully requests that the Commission issue an order that the Employer: (1) disseminate a unit-wide communication that corrects the false contention that the labor contract prevents payment of any higher wages or other compensation; and (2) post a Notice to All Employees regarding the violations.

CERTIFICATE OF SERVICE

The undersigned certifies that on October 14, 2022 the foregoing ULP Charge was served on the person(s) listed below by email:

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/s/ Kyle A. McCoy

Kyle A. McCoy