

### **§3 Basis of Charge**

1. The House Officers Association (“HOA”) and the University of Michigan (“University”) (collectively the “parties”) 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 1,300 house officers.
2. On January 11, 2022, the Employer announced that it would seek “Emergency Categorization Status” from the Accreditation Council for Graduate Medical Education (ACGME), the body that accredits graduate medical education programs. ACGME granted the request, which allows the University flexibility to cover increased workloads caused by a wave of Covid infections in the patient and workforce populations.
3. The changes put into effect thereafter concerned conditions of employment, including working hours and schedules (mandatory subjects of bargaining).
4. On January 12, 2022 the HOA demanded to bargain both the announced changes and their effect upon unit employees’ terms and conditions of employment.
5. On January 14, 2022, the Employer denied that it had any legal obligation to bargain, and refused to meet for any such purpose.

6. The Employer unilaterally implemented work modifications, making vast changes to the shifts and hours unit members work, without any reference to those changes being “academic” in nature. In fact, unit members are currently being taken off rotations that might actually impart new knowledge and instead being assigned “jeopardy” shifts, emergency coverage (often overnight) for understaffed units.
7. Senior residents are being unilaterally assigned intern (first year) roles, which obviously have no educational value. Upon information and belief, there have even been instances of interns asked to work roles normally staffed by junior residents, functions beyond intern training.
8. Upon information and belief, there are departments that expressed a desire to provide additional pay to unit members, but these proposals were cancelled by the University. Even the ACGME recognizes that “additional payments to residents and fellows for the work they are performing” is one means by which institutions like the University might compensate unit members during staffing shortages. The HOA’s demand specifically asked to bargain over additional payments.
9. By the above conduct, including unilateral action and refusal to engage in collective bargaining, the Employer violated §§10(1)(a) &

(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) bargain with the HOA over any future, like changes; (2) provide remedial pay to cover the time between its refusal to bargain and the conclusion of bargaining; and (3) post a Notice to All Employees regarding the violations.

#### CERTIFICATE OF SERVICE

The undersigned certifies that on January 20, 2022 the foregoing ULP Charge was served on the person(s) listed below by U.S. Mail:

Gloria A. Hage  
Senior Associate General Counsel  
The University of Michigan  
5010 Fleming Administration Bldg.  
503 Thompson Street  
Ann Arbor, MI 48109

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Kyle A. McCoy