

HOA Grievance/Complaint

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

Date: February 2, 2022

CONTRACT VIOLATION:

Article III 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:

The Employer is not making timely payments to house officers for holidays worked. The Employer claims that months-long delays do not violate the parties' labor contract because house officers "have up to 60 days to even submit for the Holiday pay." That provision allows busy house officers time to submit for hours worked on a contractual holiday; it is not a shield to protect the Employer from the requirement that it make timely payments once properly submitted, as here. The labor contract states that house officers "shall be paid a monthly salary," and working a contractual holiday nets house officers "an additional 1/365th of their annual salary as compensation."

A timely payment is both contractually and *legally* required. Michigan law, as the HOA explained to the Employer, requires payment "within 15 days after the end of a monthly pay period" for "all wages earned during the monthly pay period." MCL 408.472(4). The Employer responded that this holiday pay is actually a "benefit" under the statute, not "wages," but that is not correct in this context. The employees here are providing "labor or services" on the holidays [MCL 408.471(f): "Wages"], not receiving pay for time not worked (traditional "holiday pay"). To clarify this distinction, the parties even put this pay under Article III – Salary, *not* under Article IV – Benefits.

On behalf of the Association,

Robin Tarter

Robin Tarter
Executive Director,
University of Michigan
House Officers Association