

**House Officers Association
Grievance #22-11196**

RESPONSE TO ASSOCIATION GRIEVANCE

I. Introduction

On June 17, 2022, the University of Michigan (“University” or “Employer”) received House Officers Association (“HOA” or “Union”) Grievance #22-11196 on behalf of all House Officers alleging that the Employer “is not providing uninterrupted access to cafeteria or other food-providing service twenty-four hours per day, every day of the year.” The Union alleged a violation of:

Article XVI [“Meals”] 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).

The grievance further alleges that “the HOA’s requests for remedial action and for joint remedial assessment of this issue has been rejected” by the Employer. The grievance requests the following remedy:

[I]n addition to fixing the provisional inadequacies, \$15 for every tallied instance of a House Officer having to personally fulfill the Employer’s contractual promise[.]

II. Background

The Employer has a large cafeteria located in University Hospital that serves patients, visitors, and employees 24 hours per day. The Employer contracts with a vendor, Aramark, to operate this cafeteria. The cafeteria includes numerous hot grill and fresh food stations serving items such as breakfast sandwiches, deli sandwiches, burgers, pasta, pizza, soup, sushi, and other items. These stations are staffed during the busiest daytime hours. During hours when the stations are not staffed, such as overnight shifts in the hospital, pre-prepared or packaged hot and cold food items are available for purchase. In addition to these food stations, the cafeteria also offers, 24 hours a day on every day of the week, display cases and shelves with pre-packaged items such as sandwiches, salads, wraps, fruit, crackers, cheese, eggs, nuts, yogurt, and other options for purchase on a self-service basis. In a separate location within the hospital complex, there is a “Market 24/7,” operated by a different vendor, which also has similar food items for purchase on a self-service basis 24 hours per day.

Article XVI of the CBA (“Meals”), in paragraph 126 provides a mechanism by which House Officers, or the Union on their behalf, may raise concerns about the availability of food options:

126. [I]n an effort to provide the Employee with access to healthy food options at all times while at work, the Employer agrees to maintain 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, in the building complex the House Officer is assigned or reasonable proximity, the Employer will engage the HOA in a discussion to identify and implement and alternative solution. In the interim, should the need arise, the Employer will provide a method to

provide fresh refrigerated food products within the House Officer Lounge or agreed upon alternative location. Food services will be reviewed on a yearly basis through the Labor-Management Committee (LMC). A mutually agreeable corrective action plan will be developed and implemented if this arrangement is found to be unsatisfactory to either party[.]

In mid-August, 2021, the HOA contacted the Employer to express its concern that the selection of items available in the UH cafeteria was neither adequate nor healthy enough. In September 2021, the Employer convened a meeting with HOA and Lisa Burns from Aramark, the Employer's food services vendor, to discuss the HOA's concerns. On September 29, 2021, the Employer and HOA met for their quarterly LMC meeting, which included food services as a topic of discussion. Craig Luck, Retail Food Services Administrative Manager, attended the LMC meeting to provide background about limited vendor offerings due to nationwide staffing shortages. Craig agreed to explore additional options for Market 24/7 and vendor services, including more packaged salads and other refrigerated options. At that time, HOA expressed interest in having hot meal options, and indicated that it had no desire for additional Market 24/7 options. The Employer reiterated its intent to explore all options to provide House Officers with desired meal options. HOA offered to develop specific proposals for additional hot food options, such as new restaurant partnerships or catering services. The Employer requested that, in the meantime, if any House Officer encounters a situation where there are no healthy food options when they go to the hospital cafeteria, they please let Mr. Luck know directly so that he can address the problem. Mr. Luck stated his commitment to working with House Officers to explore the options they would like to see, and that in the meantime, he was open to receiving all comments and suggestions, and he provided his contact information. As of this date, Mr. Luck is not aware of any individual House Officers with unresolved issues or complaints about the availability of food or options for healthy food.

On November 16, 2021, the parties held another LMC meeting where "Meal Options" was an agenda topic. During this meeting, the Employer asked HOA about the status of their proposals for additional hot food options, which they had previously agreed to develop. The HOA reported that they had yet to develop proposals but would try to provide feedback by the end of that week. The HOA did not provide any such feedback.

The parties held additional LMC meetings on January 31, 2022, and April 26, 2022. At both meetings, the topic of meal allowances was discussed. The HOA did not raise any issues or concerns during these meetings about food service or the availability of meal options.

On June 17, 2022, the HOA filed this grievance, alleging that the Employer is not providing uninterrupted access to cafeteria or other food service twenty-four hours per day, every day of the year. On June 19, 2022, the HOA provided photographs from the UH cafeteria, which it stated were taken at approximately 7:00 pm on June 18, 2022. These photographs depicted two hot food stations that were empty, and four other shelves or food stations that had food items set out, but the shelves were not full. On July 6, 2022, the HOA sent two additional photographs from the UH cafeteria, which it stated were taken at approximately 5:00 pm on July 5, 2022. One photograph depicted a food station with salads, sandwiches, and other items where the shelves were not completely full. The other photo depicted a grape described as "moldy."

III. Analysis

The Employer has, at all times during the term of the CBA, operated a cafeteria in University Hospital that is open 24 hours per day, 7 days per week. The cafeteria offers a variety of food options available for purchase, ranging from made-to-order hot and cold entrees and sandwiches during the busiest times of day, to pre-packaged salads, sandwiches, sushi, and numerous other items available 24 hours per day. The Employer has provided an additional option in the hospital complex, the "Market 24/7," which also offers a variety of self-service food options at all times.

In response to the HOA's concerns raised in August 2021, the Employer initiated a discussion with HOA about both the variety of meal options and availability of healthy food choices, engaging key stakeholders to discuss and develop solutions. At the HOA's request, Craig Luck, and management from Aramark, met directly with HOA to hear the concerns. Mr. Luck attended and participated in the September 2021 LMC meeting, where he shared information about his efforts to work with Aramark to improve options, and invited the HOA or its members to contact him directly if they encountered situations where adequate food options were not available. At the same September 29, 2021, LMC meeting, and again at the November 16, 2021, LMC meeting, the HOA agreed to generate ideas for new vendors or to suggest other creative solutions to address concerns about hot foot options, but to date has provided no suggestions.

In support of the grievance, HOA has provided the Employer with photos from the UH cafeteria taken at 7:00 pm on Saturday, June 18, 2022, depicting two empty food stations and several others that were not fully stocked. The Employer investigated this issue with Aramark, who agreed to follow up with its team and vendors to ensure that food stations are appropriately stocked. The HOA also shared a photo of one food station taken at 5:00 pm on July 5, 2022, where the shelves contained sandwiches, soup, and other food items, but the shelves were not fully stocked. These photos provide anecdotal data that on two specific dates in the early evening, certain food options may have been limited. They do not, however, establish that there was no food, or no healthy options, available for purchase in the UH cafeteria or Market 24/7 at those times or at any other time.

The HOA asserts that the Employer has refused to engage in discussion of "joint remedial action" for their concerns. In fact, the Employer has been engaged in ongoing dialogue with the HOA about their concerns, which has included Craig Luck and the Employer's primary vendor, Aramark. Mr. Luck invited HOA members to send concerns directly to him for investigation, and to his knowledge there are no pending unresolved complaints. The HOA offered to provide its ideas for additional vendors or hot meal options to supplement what the Employer has already made available, but has never followed through with that pledge, despite being asked for an update. The Employer remains willing to meet with HOA at any time to address ongoing concerns about the food service in the hospital, or to address or remedy specific situations where adequate food selections were not available. The Employer has never refused to engage in such discussions.

Finally, the HOA asserts that it is "beginning to keep a tally of House Officers who are forced to find alternative food sources or to bring their own food to work," and that it intends to seek financial compensation for such instances. The HOA has not identified any House Officer who has been unable to purchase food in the hospital, nor provided any specific dates or times when such House Officer found that there was no food available in the hospital for purchase. The Employer cannot investigate or address a concern for an unidentified employee that occurred at an unidentified time and place.

For all of these reasons, the HOA has failed to establish that the Employer violated its obligation "to maintain uninterrupted access to the cafeteria or other food-providing service twenty-four hours per day, every day of the year," or to review food services at least annually during LMC, as required by Article XVI.

IV. Conclusion

The grievance has not identified a violation of Article XVI or any other provision of the CBA. The Employer has met the contractual obligation to provide uninterrupted access to cafeteria or other food-providing service twenty-four hours per day, every day of the year. The Employer has discussed the HOA's concerns about food service during LMC, and has continuously offered to address the HOA's concerns and ideas. The HOA has not identified any House Officer who has been unable to purchase food in the hospital. For the foregoing reasons, the grievance is denied.

FOR THE UNIVERSITY REVIEW COMMITTEE: s/Wade Baughman
Lead Labor Relations Advisor

s/ Raya York
Labor Relations Advisor

Date emailed to the HOA: July 15, 2022