

§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 1,300 house officers.
2. The HOA made information requests of the University on August 11, 2022, but was given no answers until December 9, 2022. The requests were not of the scope whereby a four-month, compilation response timeline could be legally reasonable.
3. The University also failed and refused to provide information that is necessary for bargaining preparations and the formulation of meaningful bargaining proposals, information that is presumptively relevant or whose relevancy has been elucidated through communications between the parties. This includes, but is not limited to, organizational charts specifying unit members’ hierarchy in various Employer structures.
4. The University made multiple claims regarding such information being available to unit employees but, even if true, that does not relieve the University of its duty to provide, upon request, that selfsame information to the HOA.

5. The parties have been in contract negotiations since February 2023. The University's bargaining team admitted to the HOA that its members lack the capacity or authority to reach tentative agreements on economic issues.
6. The University's strategy of sending a bargaining team that lacks proper capacity or authority led to multiple sessions (February 7, 14, 21, 28; March 7, 14, 21, 28; & April 4, 2023) marked by unresponsiveness, bad faith, and surface bargaining by the University.
7. The University refuses to bargain over unit members' terms and conditions of employment when performing work at off-campus locations.
8. The University refuses to bargain over the intersection of academic and employment-related due process, preventing good faith bargaining over unit members' disciplinary rights.
9. The University refuses to bargain over the definitions for certain CBA terms, which have been disputed and confused in the past, thereby preventing good faith bargaining over meaningful and readily-understandable contract terms.
10. On March 31, 2023 the University refused to provide the HOA with information related to a grievance filed on March 2, 2023. The active grievance concerns compensation of unit members for performing

extra work shifts. The HOA requested copies of the University's communications and instructions to its various departments. The information is not privileged and is either presumptively relevant or its relevancy has been elucidated through communications between the parties.

11. By the above conduct, 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) has bargained in bad faith; (2) is directed to bargain in good faith; (3) is directed to respond to the outstanding information requests; is directed to bargain through duly empowered bargaining representatives; and (4) post a Notice to All Employees regarding the violations and the Employer's efforts at compliance.

CERTIFICATE OF SERVICE

The undersigned certifies that on April ___, 2023 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