

## SETTLEMENT AGREEMENT

The University of Michigan and the House Officers Association have agreed to the following resolution of Grievance #22-11372, filed by the HOA on behalf of [REDACTED] (hereinafter "Grievant") and any "similarly situated" House Officers, on December 15, 2022.

1. Grievant is a House Officer in the [REDACTED] Residency clinical training program (the "Program"). Grievant was originally scheduled to complete his training by June 30, 2022. However, due to taking two periods of paid Leave of Absence during his training, he was required to extend his training, resulting in an additional partial-year appointment from July 1, 2022, through February 14, 2023.
2. Grievant did not receive a lump sum payment as described in Article III, Section H, in November 2022. The University communicated to the HOA in November 2022 that Grievant did not receive a lump sum payment in November 2022 because he had already received a lump sum for his fourth year of training.
3. A dispute arose between the University and HOA regarding whether Grievant was entitled to a 50% lump sum in November 2022, pursuant to Article III, Section H, paragraph 50, due to his additional partial appointment of over six (6) months.
4. After thorough discussion, the parties have agreed to settle Grievance #22-11372 as follows:
  - a. The University will pay [REDACTED] a partial lump sum equal to 50% of the full lump sum for his HO level as listed in the "Lump Sum Payment Table" in paragraph 54 of the collective bargaining agreement.
  - b. The University will pay this partial lump sum by January 31, 2023, provided that this agreement is fully executed by Friday, January 13, 2023. Otherwise, the payment will be included in Grievant's February 2023 paycheck.
5. This Settlement Agreement is non-precedential and neither modifies nor interprets the terms of the University of Michigan – House Officers Association 2020-2023 CBA. This Settlement Agreement is inadmissible in any forum, including a legal proceeding, arbitration or future bargaining, except to enforce its terms as they relate to this Grievant.
6. In consideration of this Settlement Agreement, the HOA withdraws Grievance #22-11372 with prejudice. The parties agree that this Settlement Agreement fully and forever resolves Grievance #22-11372.

**For the University:**

*Wade Baughman*

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Wade Baughman, Interim Director of Labor Relations

**For the HOA:**

*Robin Tarter*

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Robin Tarter, Executive Director

*January 12, 2023*

Date: \_\_\_\_\_

*January 12, 2023*

Date: \_\_\_\_\_