

**House Officers Association  
Grievance #23-11449**

**RESPONSE TO ASSOCIATION GRIEVANCE**

**I. Introduction**

On March 2, 2023, the University of Michigan (“University” or “Employer”) received House Officers Association (“HOA” or “Union”) Grievance #23-11449 on behalf of House Officers in the Pediatric Cardiology training program alleging that “Second and third-year fellows are being asked to cover the duties and clinical shifts” of a former second-year fellow that resigned from the program. The union alleged a violation of:

Article III [“Compensation – Salary”] and any and all other relevant or implicated provisions of the Collective Bargaining Agreement (CBA) between the University of Michigan Regents and the University of Michigan House Officers Association (HOA).

Specifically, the Union argues that the University is preventing the Department of Pediatrics from providing “extra compensation to House Officers for the extra shifts they would be covering,” in violation of paragraph 18 of the CBA.

As a remedy, the Union demands that the University “cease and desist preventing the department from utilizing the rights available under ¶18, allowing it to provide extra compensation to all affected House Officers” and that the affected House Officers “be made whole” for payments they did not receive. The Union further demands that the University retract statements by University personnel asserting that paragraph 18 of the CBA does not allow such additional compensation.

**II. Background**

The HOA bargaining unit comprises approximately 1300 Employees, referred to as House Officers, who are physicians enrolled in one of the University’s 113 accredited clinical training programs. The University’s clinical training programs include 31 residency programs and 82 fellowship programs. House Officers are salaried, exempt professionals. All incoming House Officers are placed onto the salary schedule set forth in Article III, paragraph 11, of the CBA, at the appropriate “HO Level” based on the number of years of prior recognized clinical training that they have completed and aligning with the principles in paragraphs 11-16. The salary schedule contains nine “HO Levels” from HO I through HO IX. House Officers progress on the salary schedule based on each year of successfully completed training. Paragraph 13 states: “House Officers shall be paid a monthly salary in accordance with the salary schedule.”

There are 17 House Officers currently enrolled in the University’s three-year Pediatric Cardiology Fellowship training program (hereinafter referred to as the “Program”). ██████, a House Officer in █████ second year of the Program, resigned on short notice as of February 12, 2023. As a result of this unexpected resignation, to ensure continuity of care for pediatric patients, other House Officers in the Program were asked and agreed to assist by covering a limited number of additional clinical shifts. The patient care duties performed by the House Officers during the shifts they covered are identical to the patient care duties they perform every day in their Program.

### III. Analysis

The HOA appears to assert that the House Officers in the Program who covered additional shifts are entitled to additional compensation pursuant to Article III, paragraph 18, and that the Employer is violating the CBA by “preventing the Department from utilizing the rights available under paragraph 18, allowing it to provide extra compensation for the extra shifts they would be covering.”

The CBA in Article III. “Compensation – Salary,” paragraph 18, provides for the possibility of certain discretionary supplemental payments as follows:

[I]n addition to the House Officer salary and payment to encourage savings, an individual House Officer may be granted discretionary supplemental payments, rewards or reimbursement by their department. Such payments may be used as recognition of a House Officer’s professional growth and development and/or contribution in supporting the University of Michigan Health System’s goals and interests. This may be used for recruitment to faculty positions.

Supplemental payments pursuant to paragraph 18 are not intended, nor have they ever been used, to augment the base salary for an Employee’s training program. House Officers are exempt, salaried professionals. Salaries for the work performed by Employees in their training programs are negotiated with the HOA and included in Article III of the CBA, paragraph 11. This salary schedule covers all work performed within the scope of a House Officer’s training program. Salaries do not vary depending on the volume of work, as long as it is encompassed within their training program.

Supplemental payments provided to Employees pursuant to paragraph 18 are intended to reward or recognize activities or achievements outside the scope of their training programs. Paragraph 18 provides illustrative examples of the types of activities that such supplemental payments, rewards or reimbursements may be used to support: activities that contribute to the House Officer’s growth and professional development or support to the Employer’s goals and interest. The Employer has therefore provided supplemental payments as reimbursement for travel expenses and registration fees for professional development opportunities, compensation for time spent working on a research project unrelated to the House Officer’s training program, or an honorarium for assisting with recruitment of trainees to their Program. The Employer has no policy or practice of providing discretionary payments to supplement House Officer base salaries for activities that fall within the scope of their training program. The Union has not identified any other provision of the CBA that would entitle House Officers to be paid for picking up an extra shift.

Regarding the HOA’s assertion that the Employer is “preventing” the Department of Pediatrics from providing such supplemental payments to House Officers for their training programs, this assertion is without merit. The Department, like all clinical departments and operating units within the University, is an internal division of the Employer and is therefore one in the same with the Employer. Moreover, the reference to “departments” in paragraph 18 is intended to clarify that when such supplemental payments are appropriate, they will come from departmental funds, not the institutional budget.

Regarding the HOA’s PERA information request that the Employer provide “a copy of any and all emails and email chains that Dr. Biermann or anyone from the GME Office, sent to Program Directors or the Departments, regarding GME’s position on supplemental payments to House Officers in the months of January and February 2023,” the HOA is not entitled to internal communications under PERA. Therefore, the Employer declines to provide the requested information.

#### IV. Conclusion

For all of the reasons stated above, the grievance has not identified a violation of Article III or any other provision of the CBA. House Officers in the Program are performing duties within the scope of their training and are compensated according to the salary schedule outlined in the collective bargaining agreement. Paragraph 18 does not provide for supplementation of base salaries. 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: March 31, 2023