

To: Michigan Employment Relations Commission
Re: ULP Charge Form §3: Statement of Facts
From: The University of Michigan House Officers Association
Date: 1/2/2024

The following facts are provided in support of an Unfair Labor Practice (ULP) filed by the University of Michigan House Officers Association (hereafter “HOA”) against the Regents of the University of Michigan and University of Michigan Health, Michigan Medicine, (hereafter “Employer”).

1. The HOA and the Employer are parties 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. On 8/4/23 the HOA demanded to bargain over proposed unilateral changes to the parties’ contractual Sick Leave applicable to unit members in the Employer’s Department of Anesthesiology. That demand was denied on 8/23/23; instead, the Employer agreed only to meet and discuss. The HOA and the Employer met on 9/20/23, but the Employer refused to bargain.
3. The Employer unilaterally implemented material, negative changes to contractual Sick Leave on 10/3/23, thereby violating §10(1)(e) of PERA.
4. On 8/4/23 the HOA demanded to bargain over a new Professionalism Agreement which unit employees in the Department of Anesthesiology were forced to sign. The new, non-bargained “Agreement” involves potential discipline and other terms and conditions of employment. The Employer failed to respond to the demand and, it seems, intends to enforce these direct-dealing “Agreements,” thereby violating §§10(1)(a) & (e) of PERA.,
5. On 8/30/23, Dr. Sybil Biermann, Associate Dean of Graduate Medical Education for the Employer, directed administrators and at least one department chair to have no communication or contact with the HOA elected officials or any of its representatives. This is in direct contradiction with ARTICLE XX (Grievance and Arbitration) and other provisions contained in the CBA between the HOA and the Employer and in violation of §§10(1)(a) & (e) of PERA.
6. On 5/19/23, the HOA filed an impact bargaining demand with the Employer related to the closing of the Physical Medicine & Rehabilitation (PM&R) clinic at the main UM Hospital campus and the transfer of that work to a clinic in Chelsea, MI. The parties met on 8/29/23 and the HOA proposed an MOU to mitigate the impact of the change on bargaining unit members. The

Employer did not provide a counter proposal. The parties agreed to utilize part of their regularly scheduled Labor Management Committee Meeting (LMC) on 9/20/23 to continue impact bargaining. The Employer again had no counter to the HOA proposal. After some discussion, the parties agreed to utilize part of the regularly scheduled LMC on 12/4/23 for further bargaining. The Employer again did not provide a counter to the 8/29/23 HOA proposal.

7. On 11/30/23, the HOA was made aware of a professional development fund and production bonus provided by the Employer to unit members in the Sleep Medicine Fellowship Program. This direct dealing in violation of §§10(1)(a) & (e) of PERA.
8. On 12/4/23, during their normal LMC meeting, the Union asked for updates on the CBA's Appendix C: Letter of Agreement Regarding House Officers Mental Health Program. The letter placed an impetus on the Employer to meet with the Union and develop a system for House Officers in the Psychiatry Department to access their mental health benefits. To date, the Employer has not been responsive to the side letter in Appendix C. This amounts, especially when combined with the allegations in ¶5, above, to a repudiation of the CBA, thereby violating §10(1)(e) of PERA.
9. For approximately the past 10 years, the Union received a list from the Employer of all clinical start dates and terminations for ALL personnel. This list was provided weekly. In fact, this list was admitted into evidence without objection in at least one prior MERC hearing between the parties. The Employer now refuses to provide the HOA with this list. The Union agreed to letting the Employer limit the list to just unit member House Officers in 2022. The list has not been provided to us, although the Employer claimed it was trying to get us the list. On 11/28/23, the Employer confirmed that it would henceforth refuse to provide this information, thereby violating §10(1)(e) of PERA.

The HOA respectfully requests that the Commission issue an order that the Employer: (1) reverse its changes to Anesthesiology employees' ability to utilize sick leave; (2) void the "Professionalism Agreements" those selfsame employees were required to sign; (3) rescind the directive restricting communication between the Employer's administrators & chairs and the HOA; (4) bargain with the HOA over the closing of the PM&R Clinic; (5) make all funds from the Sleep Medicine Fellowship Program's development fund available on first day of employment or, in the alternative, bargain over future use of the fund; (6) implement a resource allowing Psychiatry Department employees to access mental health care; (7) reinstate weekly transmission to the HOA of the personnel actions list; and (8) post a Notice to All Employees regarding these violations.

CERTIFICATE OF SERVICE

The undersigned certifies that on January 2, 2024 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