

**House Officers Association  
Grievance #2024-90**

**RESPONSE TO ASSOCIATION GRIEVANCE**

**I. Introduction**

On April 11, 2024, the University of Michigan (“University” or “Employer”) received House Officers Association (“HOA” or “Union”) Grievance #2024-90 on behalf of [REDACTED] (“Grievant” or “Claimant”). The HOA claims [REDACTED] should be entitled to six (6) weeks of paid Maternity Leave without the use of vacation time or a training extension, in accordance with its interpretation of the American Board of Medical Specialties (“ABMS”) and Article XIII (Paid Time Away) of the HOA Collective Bargaining Agreement (“CBA”). The Department of Ophthalmology had met with [REDACTED] regarding her upcoming maternity leave and shared with her “that she would only be eligible for four (4) weeks of Maternity Leave without a training extension or a need to burn vacation time.”

In its written grievance, the HOA cites the ABMS policy that reads:

Member Board eligibility requirements must allow for a minimum of 6 weeks of time away from training for purposes of parental, caregiver and medical leave at least once during training, without exhausting all other allowed time away from training and without extending training. Member Boards must allow all new parents, including birthing and non-birthing parents, adoptive/ Foster parents, and surrogates to take parental leave.”

Furthermore, the HOA acknowledges Article XIII of the CBA that likewise acknowledges a House Officer’s entitlement to a paid Maternity Leave.

Given the ABMS policy in conjunction with Article XIII of the CBA, the HOA submits “there are no grounds for denying [REDACTED] her six (6) weeks of Maternity Leave guaranteed by the CBA nor to force her to take fewer days off with a threatened training extension.” As a result, the HOA seeks a remedy that would provide for [REDACTED] to utilize her Maternity Leave and be made whole.

**II. Analysis**

Despite the HOA’s claim in its written grievance, the Department of Ophthalmology did notify [REDACTED] of her eligibility to take six (6) weeks of Maternity Leave, with the understanding that two (2) of those weeks would require the use of vacation time in order to avoid an extension of training. In its grievance, the HOA cites a provision within the ABMS policy that speaks to the requirement for programs to provide a minimum of six (6) weeks of time away for circumstances like a maternity leave. The requirements for Board eligibility at the conclusion of a Graduate Medical Education (GME) training program are determined by each individual certifying Board, and not the ABMS - in this case, the American Board of Ophthalmology (ABO).

The ABO Leave of Absence Policy for Residents states, “Residency program leadership and the institutional graduate medical education offices, not the ABO, determine the need for any extension of residency training and the ultimate completion date for each resident. However, less than six months of training at any PGY level is not acceptable for board certification.” The Ophthalmology Residency program leadership has determined a resident may have eight (8) weeks off per year of training and no greater than 16 weeks over three years, which includes vacation, maternity, medical leave, sick leave, bereavement, jury duty, military leave, family leave, childcare leave, and long-term disability, before an extension of training occurs. [REDACTED] is eligible for four (4) weeks vacation and a six (6) week maternity leave - a total of ten (10) weeks, which would result in a two (2) week training program extension.

In regard to the HOA’s claim that the Department of Ophthalmology violated Article XIII (Paid Time Away) of the CBA, again, [REDACTED] has been offered six (6) weeks paid maternity leave, in alignment with the CBA, with acknowledgement that approval of this time would result in a two (2) week training program extension unless [REDACTED] elects to supplement two (2) of the six (6) weeks of maternity leave with vacation days per the authority established by the ABO.

### **III. Conclusion**

Based upon the foregoing reasons, and having found no violation to the CBA, the grievance is denied.

FOR THE UNIVERSITY REVIEW COMMITTEE: s/ Brian Sumner

Senior Labor Relations Specialist

Date emailed to the HOA: May 11, 2024