

HOA Grievance/Complaint

To: Hakim Berry, Director of Labor Relations

Date: September 20, 2024

CONTRACT VIOLATION:

Article III: Compensation- Salary and any other relevant or implicated provisions of the current Collective Bargaining Agreement (CBA) between the University of Michigan Regents and the University of Michigan House Officers Association (HOA).

SUMMARY:

On 9/3/24, Dr. ██████ informed HOA representatives that ██████ was currently being paid at the HO5 salary level, despite being told by ██████ Department that ██████ would be moving to HO6 as of 7/1/24. ██████ progression through the program is as follows:

1. ██████ began ██████ residency in the ██████ Department utilizing the Physician Scientist learning track. This permitted ██████ to finish residency after two years and begin a fellowship in ██████.
2. ██████ began the ██████ Fellowship 7/1/21. The Department mistakenly kept ██████ at an HO2 Salary level until on or about 10/1/21, when ██████ was properly made an HO3.
3. The fellowship was for 3.5 years and carried a graduation date of 12/31/24.
4. From 10/17/22-12/11/22, ██████ was on ██████ Leave, the Department moved ██████ graduation date back to February of 2025 as a result. Utilizing the waivers permitted by the ABIM, the Department reverted ██████ graduation date back to 12/31/24. ██████ clinical aptitude has never been in question.
5. On 7/1/24, ██████ began receiving duties and rotations that are keeping with the HO6 level of the program. Despite this, ██████ was kept at HO5 and was told ██████ level would not increase until the end of August 2024.

As stated above, despite remaining an HO5, on 7/1/24 the Department began treating ██████ as an HO6 and providing ██████ duties commensurate with an HO6 level, changing the number of inpatient rotations ██████ has and ██████ didactic

requirements. This is different than the work [REDACTED] would be doing as an HO5. [REDACTED] [REDACTED] is not under a training extension, [REDACTED] graduation date is the same as when [REDACTED] entered the program. This is because the program has already granted [REDACTED] a waiver to allow on time graduation, something they can do unilaterally and via their own discretion. The Department, by granting the waiver, and by permitting [REDACTED] to perform rotations as an HO6, has satisfied its responsibilities for determining the satisfactory completion of an academic year as per P9 of the CBA. As such, the Employer should make [REDACTED] HO level increase retroactive to 7/1/24.

A fair resolution of this grievance would be for [REDACTED] to receive backpay to 7/1/24 reflecting the HO6 salary level, and be made whole.

On behalf of the Association and [REDACTED]



Dominic Barbato

Director of Organizing and Representation

University of Michigan House Officers Association.