

SETTLEMENT AGREEMENT

This Resolution Agreement (hereinafter "Agreement") is made and entered into by and between the University of Michigan (hereinafter "University") and the House Officers Association (hereinafter "HOA") concerning Grievance #2024-223, filed by the HOA on September 20, 2024, alleging a violation of Article III: Compensation – Salary.

The grievance was filed on behalf of [REDACTED] asserting that the University failed to promote [REDACTED] in accordance with the established schedule. Specifically, the HOA contends that [REDACTED] was entitled to a promotion to the position of HO6 effective July 1, 2024.

Upon investigation, it was determined that [REDACTED] had requested and was granted a leave of absence on November 3, 2022. This leave of absence resulted in a 56-day extension of [REDACTED] training, with an anticipated completion date of February 25, 2025. Furthermore, [REDACTED] was informed that the American Board of Internal Medicine (ABIM) permits up to 35 days away from training per year, in addition to an allowance of up to 35 days for a Deficit in Training. Should [REDACTED] qualify for the Deficit in Training, the extension of [REDACTED] training would be waived, and [REDACTED] program completion date would be adjusted to December 31, 2024. This settlement does not obligate the Program Director or other administrator to seek a waiver on [REDACTED] behalf and does not modify paragraphs 82 or 83 of the 2023 Collective Bargaining Agreement.

Following a thorough review of the communications exchanged between [REDACTED] and the training program, the parties hereby agree to the following terms:


1. In good faith and without establishing any precedent for future interpretation or application of the terms of the collective bargaining agreement, specifically paragraph 82, or for any actions that may or may not have been taken in the past or may or may not be taken in the future in similar circumstances, the University shall compensate [REDACTED] in the amount of \$[REDACTED] subject to all applicable withholdings.
2. It is further acknowledged that paragraphs 82 and 83 of the collective bargaining agreement explicitly state that Deficits in training "are not assured or guaranteed and are always subject to the applicable national certifying Board's approval, upon request of the Program Director in his or her sole discretion". The Program Director is obligated to adhere to the policies and procedures established by the national certifying Board regarding Deficits in Training. At this time, the ABIM permits requests for Deficits in Training to be made only after the commencement of the final year of the training program, and such requests are not applicable until the Program Director has obtained approval from the national certifying Board.

This Agreement represents the full and final resolution of Grievance #2024-223 and shall be binding upon the parties hereto. No aspect of this settlement shall be considered precedential and neither modifies nor interprets the 2023-2027 CBA between the Employer and the HOA.

For the University


Hakim Berry, Director of Labor Relations

For the HOA:


Dominic Barbato, Director of Organizing and Representation

12/10/24

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