

**House Officers Association
Grievance**

RESPONSE TO ASSOCIATION GRIEVANCE

I. Introduction

On September 26, 2024, the University of Michigan (“University” or “Employer”) received the House Officers Association (“HOA” or “Union”) Grievance regarding a violation of Article 36, Information Technology and cellular phone stipend. The HOA asserts the University implemented changes to its IT and email system, restricting the ability of House Officers to access their email.

In its written grievance, the HOA states that the change significantly impacted the ability of House Officers to conduct their job duties in a quick and efficient manner, citing Paragraph 291 of the CBA. The excerpt that the HOA provided is as follows:

“When the Employer intends to make significant changes to these IT resources or how they are provided to Employees, the Employer shall provide the HOA with advance notice and the opportunity to discuss the impact of those changes on House Officers.”

The HOA indicated that the employer provided no direct notice to the HOA of this change, nor any opportunity to discuss the impact prior to implementation.

The HOA cites that this change impacts Articles 36, Information Technology and Cellular Phone Stipend, Article 11, Off Campus Assignment, Article 27, Association Rights and Representation, and MOU I, VA Agreement.

As a remedy to this grievance, the HOA request the employer to reverse its changes to email access to the status quo as of 9/20/24 and open discussion on impact with representatives of the HOA.

II. Analysis

The HOA grievance is factual in part that there was no formal notification nor direct notice to the HOA of this change. The HOA fails to acknowledge that communication went out enterprise-wide regarding the needed change. There were subsequent conversations as well with the union about the reason why the decision was made in haste. In the subsequent conversation, the employer attempted to convey to the HOA that while the notification was not ideal, the imminent risk to our IT infrastructure due to cybersecurity events did not provide ample time to discuss. Most recently, other healthcare systems were infiltrated, and their systems were rendered inoperable due to a cyber-attack. Similarly, over the past several years, UM has notified tens of thousands of patients about cybersecurity events involving their health or personal information. These events exposed patient records, creating regulatory, legal, reputational, and financial risks. These events were attributed to how we accessed and used e-mail, emphasizing the urgent need for change.

In paragraph 291 of the CBA, the HOA failed to acknowledge other language that underlines the employer commitment: "...the Employer is committed to assuring appropriate internal and external access to and training for all necessary IT resources including, but not limited to the hardware, software, clinical information systems, pagers (and/or other appropriate communication device), e-mail and other applications and networking capabilities necessary to perform House Officer responsibilities."

While the decision was post-haste, the employer has not wavered in the ability to discuss, train, and assist to ensure appropriate access is maintained. The previous methods of accessing the email systems and files were inappropriate and placed the IT infrastructure at risk. The employer has offered to train and work with house officers experiencing access issues and utilizing the appropriate authorized methods. The employer remains open to addressing issues as we navigate methods to maintain an IT infrastructure and security that has integrity.

III. Conclusion

The HOA's requested remedy to return to practices prior to 9/20/24 cannot be accommodated; however, the employer remains open to continued discussion and training so that house officers can access the system and conduct their work in a safe and appropriate manner. The grievance is granted in part.

FOR THE UNIVERSITY REVIEW COMMITTEE: s/_____

Date emailed to the HOA:

December 23, 2024