



Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see -
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Michigan, University of and University of Michigan House Officers Association (UMHOA) (2001)**

K#: **800065**

Employer Name: **Michigan, University of**

Location: **MI Ann Arbor**

Union: **University of Michigan House Officers Association (UMHOA)**

Local:

SIC: **8062**

NAICS: **622**

Sector: **S**

Number of Workers: **900**

Effective Date: **11/01/01**

Expiration Date: **10/31/04**

Number of Pages: **112**

Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

Appendix C Office/Sleep Rooms..... 63
Appendix D Shower/Toilet Rooms..... 64-65

Memoranda of Understanding

Diversity..... 66
Non-Discrimination and Sexual Harassment.... 67-68
Employee Information..... 69
Female On-Call Rooms..... 70
Information to Prospective House Officers..... 71
JCAHO Surveys..... 72
On-Call Parking..... 73-74
Prescription Drug Rider..... 75
Veteran's Administration Deans Committee.... 76-79
Work Schedules..... 80-81
Ancillary Services..... 82-83
 (IV/Blood Draw/Blood Cultures)
Problem Resolution..... 84
Dispute Resolution..... 85-88
Additional Service Requirements..... 89
Contract Compliance..... 90
Information Technology..... 91-92
Exercise Facility..... 93-94
On-line Data Services..... 95
Investment Workshops..... 96
Financial Aid Office Counseling..... 97
Impact on Pre-Tax Benefits..... 98
Operational Improvement Effort..... 99-100
In-State Residency Status..... 101
HOA Lounge Refrigerator..... 102

<u>Para-graph</u>	<u>Page #</u>	<u>Subject</u>
124	40	Discipline
222	85	Dispute Resolution Methods
179	66	Diversity
98	33	Domestic Partners, Benefits
157a	52	Education on Terms of Agreement and Mutual Gains
187	69	Employee Information
5	2	Employer Rights
77a	23	Executive Director's House Officer Advisory Committee
234	93	Exercise Facility (gym access)
121	39	Extracurricular Medical Practice
97b	31	Family Medical Leave
237	97	Financial Aid Office Counseling
128	42	Grievance, See Complaint
112e	37	Group Legal Plan
112a	35	Group Life Insurance
112e	37	Group Long-Term Care Plan
100	33	Health Insurance

<u>Para-graph</u>	<u>Page #</u>	<u>Subject</u>
245	102	HOA Lounge Refrigerator
89	26	Holiday Pay
92a	27	Holiday Substitution and Religious Observance
238	98	Impact on Pre-Tax Benefits
244	101	In-State Residency Status
68	19	Incident Reports
53	16	Information Systems
233	91	Information Technology
189	71	Information to Prospective House Officers
236	96	Investment Workshops
193	72	JCAHO Surveys
93a	28	Jury Duty
94	28	Leaves of Absence
112a	35	Life Insurance
70	20	Lounge
118	38	Malpractice Insurance, See Professional Liability
153	49	Meal Allowance

<u>Para-graph</u>	<u>Page #</u>	<u>Subject</u>
151	48	Medical Staff By-Laws
155	51	Mileage Reimbursement
94	28	Military Leave of Absence
121	39	Moonlighting, See Extracurricular Practice
74b	22	Needle sticks Protocols
183	67	Non-Discrimination and Sexual Harassment
9	3	Non-Discrimination
6	2	Non-Interference
154	51	Off-Campus Assignments
171a	63	Office/Sleep Rooms Locations
195	73	On-Call Parking
188	70	On-Call Rooms, Female
171	61	On-Call Rooms, Locations
72	20	On-Call Space
240	99	Operational Improvement Effort
157	52	Orientation For House Officers
33a	10	Outside Business Calls

<u>Para-graph</u>	<u>Page #</u>	<u>Subject</u>
33	10	Pagers
62	17	Patient Care and Work Environment
164a	55	Payment to Encourage Savings
74c	22	Personal Safety and Violence Management Training
95	29	Personal Leave
97a	31	Personal Medical Leave
34	11	Phone Reimbursement, Long Distance
198	75	Prescription Drug Rider
218	84	Problem Resolution
118	38	Professional Liability Insurance
32	10	Quarterly Listings
69	19	Radio and Television Ear Jacks
2	1	Recognition and Definitions
212	80	Release time, see Work Schedules
165b	56	Restrictive Covenant
156	51	Revised Appointment Year

<u>Para-graph</u>	<u>Page #</u>	<u>Subject</u>
74a	22	Safe Environment/Safe Practice
123	40	Safety
74c	22	Safety and Security Training
158	52	Salaries
163a	54	Salary Advance
168	59	Salary Schedule
171b	64	Shower/Toilet Rooms
44	13	Staff Reduction
65	18	Supporting Staff
76	23	Supportive and Ancillary Services and Other Matters
126	41	Suspension, Termination or Non-Reappointment
166	57	Term of Agreement
113	37	Travel Accident Insurance
155	51	Travel Reimbursement
152	49	Uniforms
84	25	Vacation Assignment
78	24	Vacation Length

<u>Para-graph</u>	<u>Page #</u>	<u>Subject</u>
81	25	Vacation Pay
200	76	Veteran's Administration
112e	37	Vision Plan
19	6	Voluntary Authorization for Deduction of Association Dues or Representation-Service Fee
165b	56	Waiver
70	20	Work Environments
127a	40	Work Performance
212	80	Work Schedules

1 The Regents of The University of Michigan, hereinafter called the "employer", and The University of Michigan House Officers Association, hereinafter called the "Association", enter into the following agreement this 22nd day of August, 2002, which amends the collective bargaining agreement executed on November 18, 1998, and which collective bargaining agreement, as amended and fully bargained, settles and contains all matters with respect to wages, benefits, and hours and other terms and conditions of employment for the term of the agreement:

ARTICLE I

RECOGNITION AND DEFINITIONS

SECTION A. DESCRIPTION OF UNIT

2 The employer recognizes the Association as the sole and exclusive bargaining representative for the purposes of collective bargaining in respect to wages, hours and other conditions of employment for all employees in the following bargaining unit:

All House Officers employed by the Regents of The University of Michigan possessing the equivalent of a minimum of an M.D., D.O., or D.D.S. degree, EXCLUDING pharmacy interns, dietetic interns, physical and occupational therapy trainees, nurse anesthetist trainees, chaplaincy interns, and all other employees.

SECTION B. DEFINITIONS

3 The terms "employee" and "employees" used in this Agreement (except where the context indicates otherwise) shall mean a House

Officer or House Officers and only identifies those individuals within the bargaining unit described in Section A.

- 4 A House Officer shall be a physician or dentist who is in a recognized training program and whose normal duties, under the direction of either the attending, courtesy, and/or honorary staff, are to admit patients to the hospital, diagnose or treat patients, and assume all the functions and responsibilities of the House Officer staff including, when appropriate, emergency case service and consultation assignments. House Officers, collectively, shall be known as the House Officer Staff.

ARTICLE II

EMPLOYER RIGHTS

- 5 All employer rights, powers, discretion, authority, and prerogatives are retained by and shall remain exclusively vested in the employer, except as clearly and specifically limited by this Agreement.

ARTICLE III

NON-INTERFERENCE

- 6 The Association and its officials will not cause, support, encourage, or condone, nor shall any employee or employees take part in any concerted action against or any concerted interference with the operations of the employer, such as the failure to report for duty, the absence from one's position, the stoppage of work, or the failure, in whole or in part, to fully, faithfully, and properly perform the duties of employment. Nothing in

this paragraph shall be construed to limit individual participation in an activity that is unrelated to the employment relationship.

- 7 In the event of any such action or interference, and on notice from the employer, the Association, through its officials, will immediately disavow such action or interference and act affirmatively to prevent or bring about the termination of such action or interference by instructing any and all employees to cease their misconduct and informing them that this misconduct is a violation of the Agreement, subjecting them to disciplinary action, including discharge.

- 8 If the Association, through its officials, performs its obligations as set forth in this Article, the employer agrees that it will not file or prosecute any action for damages against the Association or its officials. Nothing herein, however, shall preclude the employer from proceeding against any employee involved in such action or interference.

ARTICLE IV

NON-DISCRIMINATION

- 9 The employer and the Association agree that there will be no discrimination in the application of this Agreement because of race, creed, color, national origin, age, disability, sex or sexual orientation. Also see Memorandum of Understanding, paragraph 183.
- 10 Nothing in this Article shall be construed to prevent an employee alleging discrimina-

tion from exercising constitutional or statutory rights which may be available.

ARTICLE V

ASSOCIATION DUES AND
REPRESENTATION-SERVICE FEES

SECTION A.

- 11 The parties recognize that the proper negotiation and administration of collective bargaining agreements and the fulfillment by the Association of its statutory duty of representation entail expenses which are appropriately shared by all employees who are beneficiaries of such agreements. To this end, in the event an employee shall not join the Association, the employee nevertheless shall tender to the Association a representation-service fee, which fee shall be in an amount not to exceed the employee's pro rata share of the Association's cost of negotiating and administering the collective bargaining agreement. Tender of membership dues or the representation-service fee shall be a condition of employment for employees hired on or after June 1, 1975. If the amount of the representation-service fee is formally challenged by a House Officer, the Association shall have the sole burden of establishing the legal validity of the fee. The University shall not be obligated to terminate such employee's employment until the formal challenge has been resolved as long as the formal challenge is being pursued through a procedure provided by the Association or through such other procedure as may be available to either the House Officer or the Association. Such membership dues or the representation-service fee can be

tendered or paid to the Association either as provided in Article VI, Check-Off of Association Dues or Representation-Service Fee, or by direct cash to the Association.

SECTION B.

- 12 No employee shall be terminated under Section A of this Article unless:
- 13 1. The Association first has notified the employee by letter, explaining that the employee is delinquent in not tendering either periodic and uniformly required Association dues or fees, and specifying the current amount of such delinquency, and warning the employee that unless such dues or fees are tendered within thirty (30) calendar days, the employee will be reported to the University for termination as provided in this Article, and
- 14 2. The Association has furnished the University with written proof that the procedure of Section B1. of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that the employee has not complied with the request. The Association must specify further, when requesting the University to terminate the employee, the following written notice:
- 15 "The Association certifies that _____ has failed to tender either the periodic and uniformly required Association dues or representation-service fee required as a condition of continued employment under the collective bargaining agreement and that under the terms of the Agreement, the University shall terminate the employee."

16 Provided that the requirements of one (1) and two (2) above are met, the University shall terminate any employee who is still delinquent on the thirtieth (30th) calendar day following receipt by the University of the satisfactory written proofs or letters and notices required by this Article unless the Association agrees otherwise. Sending the appropriate notification to the employee at their last known address shall satisfy requirement one (1).

SECTION C. INDEMNIFICATION

17 The Association shall indemnify and save the employer harmless from any and all claims, demands, suits or any other action arising from this Article.

ARTICLE VI

CHECK OFF OF ASSOCIATION DUES OR REPRESENTATION-SERVICE FEE

18 During the term of this Agreement, and as provided in this Article, the employer will deduct Association dues or the representation-service fee from the salary, if any, of each employee who voluntarily executes and delivers to the employer the following deduction authorization form on a form provided by the employer only:

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF ASSOCIATION DUES OR REPRESENTATION-SERVICE FEE

19 I, _____ authorize the University to deduct from salary earned or to be earned by me, membership dues _____

or representation-service fee _____ (check one) as certified to the University by the Treasurer of the Association at such time and in such manner as may be agreed upon between the University and the Association.

20 This authorization and direction shall remain in effect from year to year during the period of my employment in the bargaining unit, unless revoked by written notice by me to both the University and the HOA during the month of June in any year. Such revocation to be effective with the month of July.

Soc. Sec. # _____ Address _____
Home Phone _____
Signature of Employee _____
Date of Signing _____
Date Delivered to Employer _____

21 The following certification form shall be used by the Association when certifying membership dues or representation-service fee:

CERTIFICATION OF TREASURER OF ASSOCIATION

22 I certify that the membership dues for employees in the bargaining unit are \$_____ and that the representation-service fee for employees in the bargaining unit is \$_____ for the period of July 1 through June 30.

Date _____ Signature _____
Treasurer of Association

Date of Delivery to University _____

- 23 Such written certification must be delivered to the University no later than June in any year to become effective in the following July through June period.
- 24 Payroll deductions shall be one-fourth (1/4) of the certified dues or representation-service fee and shall be taken from each of the first four (4) monthly paychecks received after July 1 and before July 1 of the next succeeding year, provided, however, the initial deduction for any employee shall begin with the calendar month following the calendar month both (1) a properly executed "Voluntary Authorization for Deduction of Association Dues or Representation-Service Fee" and (2) the amount of the membership dues or representation-service fee certified by the Treasurer of the Association have been delivered to the University at a place designated by the University.
- 25 In the event that there are not sufficient months to take four (4) deductions, the amount deducted for each remaining month nevertheless shall be one-fourth (1/4) of the certified amount.
- 26 Remittance of amounts deducted shall be made to the Treasurer of the Association and at an address given to the employer by the Association by the fifteenth (15th) of the month following the month of deduction, together with a list of names and the amount deducted for each employee for whom a deduction was made.

- 27 The employer shall not be liable to the Association for the remittance or payment of any sum other than that constituting actual deductions from salary.
- 28 The Association shall indemnify and save the employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article, or in reliance on any notice or authorization furnished under this Article.
- 29 The Association specifically agrees to make whatever adjustments are necessary directly with any employee who may, as a result of this deduction procedure, pay more or less than the Association's annual dues or representation-service fee requirements.
- 30 Notwithstanding the execution and delivery of the Voluntary Authorization for Deduction of Association Dues or Representation-Service Fee form set forth above prior to the execution date of this agreement, an employee may execute and deliver a new voluntary authorization changing the authorization from membership dues to representation-service fee, provided such new authorization is delivered to the employer within the sixty day period following the execution date of this agreement.
- 31 The employer shall provide a "Voluntary Authorization for Deduction of Association Dues or Representation-Service Fee" form to each new employee at the time of orientation or at any other time when orientation materials are provided.

ARTICLE VII

QUARTERLY LISTINGS

32 The employer shall furnish the Association a quarterly list, beginning with information available from computer files as of August 31, of the names, social security numbers, addresses, classification titles, departments, dates of birth, and the full-time equivalent salary rate of all employees paid by the employer. The employer annually shall furnish the Association a copy of the names and home telephone numbers that are provided by the employees to the employer and at quarterly intervals thereafter shall furnish any reported telephone number changes. The Association shall retain such information in confidence and disclose it only to those whose Association duties, or duties on behalf of the Association, require them to have such information.

33 The University Hospital Paging Service, upon the individual written request of an employee, will not disclose the home address or the phone number of the employee to anyone other than those who need the information to carry out the duties and responsibilities of the employer. In the event of such a request, calls received during an employee's off duty hours, other than those set forth above, will be referred to the appropriate medical service.

33a Upon the request of an employee required to have and use a pager, and with the written approval of the employee's Department Chair, or designee, the employer will provide a pager with a range capacity sufficient to meet the needs of the employee. In no case,

however, need the pager exceed a forty-five (45) mile range. In addition, the paging service will, upon request from a House Officer, connect a House Officer with business calls from outside the Hospitals.

34 The University and the Association will collaborate on a mutually agreeable mechanism to reimburse House Officers for long distance phone calls made to patients from home, and will address the issue of long distance phone call capability in the Operating Rooms. This mechanism will be effective no later than six (6) months from the execution date of this Agreement.

35 The employer and the Association agree to be equally responsible for the cost of printing and the distribution of this agreement to employees. The employer shall provide a copy of this booklet to each new employee and to all present employees. The employer shall make a copy available to prospective employees upon request.

ARTICLE VIII

BULLETIN BOARDS

36 The employer shall provide the Association with bulletin board space designated for its exclusive use in not less than twelve (12) mutually agreeable areas for the purpose of posting Association notices. Such space in each location shall be sufficient to hold four (4), eight (8) inch by eleven (11) inch notices. Such notices shall be signed by a responsible officer of the Association, and although not limited to the following notices, they shall be of that type:

- 37 a. Association meetings;
- 38 b. Association elections and appointments;
- 39 c. Results of Association elections;
- 40 d. Recreational and social events of the Association;
- 41 e. General communication relevant to the Association's role as a collective bargaining agent.

42 These bulletin boards are the exclusive means for communicating written materials to the employees by the Association. As such, the employer's internal information and mail distribution system is not available for use by the Association, except that the Association may hand-deliver and place its newsletter or similar communication in a House Officer's in-basket.

43 In the event of a dispute concerning the appropriateness of material posted, the President of the Association will be advised of the nature of the dispute. If the dispute is not resolved within forty-eight (48) hours, the notices will be removed until the dispute is resolved.

ARTICLE IX

STAFF REDUCTION

44 After commencing work, an employee shall not be laid off or terminated during the employee's current appointment year, except as provided by Article XX.

45 The Employer intends to make a good-faith commitment not to terminate a House Officer during the course of his/her training program because of economic issues. It is agreed that there shall be Association representatives on institutional committees considering residency number decreases. In the event of a reduction of employees or an elimination of bargaining unit positions that may affect an employee in any future appointment year, the employer shall notify the Association and employees who could be affected as soon as practicable after the employer has reason to believe the change may be implemented. In the event of application of this paragraph, the employer would make every effort to provide notification by November 1, prior to a July 1 reduction. In this regard, the University, through the Office of Clinical Affairs, shall provide annual reports to the Association, giving any changes in the number of House Officer positions in each department or section. In the event of a House Officer being terminated because of external forces, out-placement (career counseling and support) services will be offered by the employer. The Association shall have the opportunity to advise the employer of its position in regard to any such reduction of employees or elimination of positions prior to its implementation when this is possible.

ARTICLE X

COMMITTEE MEMBERSHIPS

SECTION A. COMMITTEES

46 The following committees or their respective substitutes, as long as such committees shall exist, shall include one employee member designated by the Association or as designated pursuant to the Bylaws of the Medical Staff:

- 47 1. Accreditation and Regulatory Compliance Work Team
2. Ambulatory Care Executive Committee
3. Ambulatory Formulary Committee
4. Bylaws Committee
5. CPR Committee
6. CareWeb Clinical Advisory Committee
7. Cerebral Death Determination Committee
8. Credentialing and Privileging Committee
9. Compliance Committee for Professional Billing
10. Compliance Committee for Facility Billing
11. Continuous Quality Improvement Program - Lead Team
12. CIS Steering Committee
13. Disaster Committee
14. Employee Safety Committee
15. Ethics Committee
16. Ethics Committee - Mott
17. Executive Committee on Clinical Affairs
18. Executive Committee for M/W/H
19. Graduate Medical Education Review Board
20. Infection Control Committee
21. Information Technology Strategic Advisory Committee (ITSAC)
22. Medical Information Committee

23. Operating Room, Anesthesiology, and Delivery Room Policy Committee
24. Operating Room, Post Anesthesiology, and Recovery Room Committee - Mott
25. Operations Committee
26. Pain Management Committee
27. Pharmacy and Therapeutics Committee
28. Technology Liaison Person
29. Tissue and Invasive Procedures Committee
30. Transfusion Committee
31. TSI Technical Work Group
32. VA Dean's Committee

48 At least one House Officer shall be designated to each committee listed above. One additional House Officer may be appointed if mutually agreed upon by both parties. Additional employee members of a committee may be included at the discretion of the committee chair who will have input on House Officer selection to his/her specific committee. Such additional members may be designated by the Association. The Association reserves the right for final selection for each committee when the House Officer committee member will, in general, serve as an Association representative.

49 In the event that a new committee is established, the employer and the Association, by mutual agreement, may include an employee member designated by the Association on the new committee. If, by mutual agreement, it is decided that it is not necessary to appoint an employee to a committee, alternative means for soliciting House Officer input on issues of concern to House Officers shall be mutually agreed upon.

50 The Association, through its President, shall furnish the employer with the names of

the employee member or members of each committee and shall promptly notify the employer of any changes.

51 It is understood that when a committee agenda includes a subject concerning the employer's relationship (existing or potential) with any union, or involves the administration of any collective bargaining agreement or wages or benefits for employees, whether or not members of this bargaining unit, House Officers in attendance may be excused from that portion of the committee meeting by the Chair of the Committee.

52 Minutes and communications of listed standing Committees will be forwarded to the Association Administrator.

SECTION B. INFORMATION SYSTEMS

53 There will be House Officer involvement in the design, implementation, and future modification of the Patient Care Information System and other information systems that affect House Officers. Concerns over workload concerns (e.g. verbal orders) that may arise as a result of implementation or modification of information systems shall be addressed jointly within the House Officer Executive Director's Advisory Committee.

ARTICLE XI

CONFERENCES

60 At the request of either the Association or the employer, conferences shall be held for the purpose of considering matters of mutual interest, other than complaints or grievances

under consideration in the Complaint, Grievance and Arbitration Procedure.

61 All such conferences shall be arranged on a timely basis through the President of the Association, and his/her designated representative, and a designated representative of the University Human Resources Department. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the collective bargaining agreement, or the rights of either the employer or the Association under the terms of the Agreement unless otherwise mutually agreed.

61a The University and Association bargaining teams agree to meet quarterly during the term of this Agreement to address issues of mutual concern related to the Agreement. The President of the Association and the employer's representative will meet as often as necessary and will develop jointly the agenda for the quarterly meetings.

ARTICLE XII

PATIENT CARE AND WORK ENVIRONMENT

62 The employer has the authority and obligation to make available high quality medical and dental care for patients and to provide and maintain a suitable environment for the practice of medicine for the employees covered by this Agreement. In this regard, the employer agrees to make reasonable efforts to continue to improve that care and environment.

63 The employees covered by this Agreement have the responsibility and obligation to provide high quality medical and dental care for patients within the resources and environment made available by the employer.

64 In implementation of the above, the parties agree as follows:

SECTION A. SUPPORTING STAFF

65 High quality medical and dental care requires the combined, coordinated and interdisciplinary efforts and services of a variety of personnel and the specific identification and assignment of tasks required for proper patient care to certain categories of personnel, to the exclusion of other categories, is not practical nor in the best interest of good patient care. It is understood, however, that House Officers, as employees are not normally required to function as clerks, messengers, transporters or custodians. However, House Officers may occasionally be required to perform these functions when no other employees responsible for these services are available. But in no event shall a House Officer be required to perform such functions on a regular and recurring basis for substantial periods of time. The question of whether an individual House Officer is being required to function to this extent as a clerk, messenger, transporter or custodian may be the proper subject of the Complaint, Grievance, and Arbitration Procedure.

66 In addition and when a House Officer is required or decides, on the basis of direct assignment or in the exercise of professional judgment and in the best interest of good

patient care, to perform the principal duties of hospital-related job classifications, whether professional or non-professional, but the House Officer believes the task should be performed by another category of personnel because the time involved in the performance of the task prevents the House Officer from delivering other important medical care on a timely basis, the following procedure should be utilized by the House Officer.

Following completion of the task,

67 a. Immediately contact the House Officer's Department Chairperson, or designee, who will make a decision on the appropriateness of the direct assignment or the House Officer's exercise of professional judgment,

or, at the option of the House Officer,

68 b. Immediately complete the Incident Report For House Officers form provided by the employer and submit to the Chairperson of the Employer's Review Committee. Such report will summarize the nature of the problem. The Chairperson will promptly investigate the problem and respond in writing to the House Officer with a copy also being forwarded to the Association. Where it is alleged and confirmed that an individual has failed to perform, the employer will take corrective action. A conference will be arranged as provided in Article XI if requested by the Association or is deemed necessary by the Chairperson of the Employer's Review Committee.

69 c. The employer will instruct those responsible for the activities on the patient care units to enforce the prohibition against

the use of televisions or radios not equipped with pillow speakers or ear jacks.

SECTION B. WORK ENVIRONMENTS

- 70 1. The House Officer lounge currently provided, or one of comparable size and with comparable furnishings, will be maintained by the employer. The lounge will be cleaned daily.
- 71 2. On the 4A wing of University Hospital, within existing space currently assigned to medical records, two desks, two telephones with long distance lines and dictating equipment will be maintained. In the event of space reassignment, the Association will be advised of the change.
- 72 3. The University shall make a bed available (not on the ground) for every House Officer needing to remain overnight. To this end, not less than sixty (60) on-call rooms, with telephones and lockable doors, which accommodate not more than two (2) individuals per room, except that one room will accommodate not more than three (3), will be provided. The number of beds per room can be modified by mutual agreement between the employer and the Association. Bunk beds may be added in specified on-call rooms by mutual agreement between the Association and the employer at Association request. Ladders for bunk beds shall be provided. A phone for each bed shall be provided. Lockable bins with built-in locks shall be provided in the on-call rooms to protect the personal property of the House Officers. A computer with access to the Health System information system shall be installed in each call room,

with all call rooms equipped by, October 31, 2004.

- 72a All rooms shall be cleaned daily between the hours of 8 a.m. to 5 p.m. with sheets, blankets, towels, wash cloths and soap provided. It is recognized as a joint responsibility to develop and implement a mechanism for House Officers and management to maintain neatness so that Environmental Services can clean each on-call room daily. To this end, a list of contact information will be posted in each room to facilitate problem resolution. It is understood that these rooms are for the priority use of House Officers at all times. Other staff will be restricted from using on-call rooms except for cleaning and maintenance work. Bath and shower facilities, not shared with patients or families shall be made easily available to on-call rooms. Access to shower/toilet rooms shall be made available to House Officers within a reasonable distance from the on-call room. (see Appendix D). House Officers shall be granted access to the shower/locker room located on B1 Taubman Center. A list of these rooms and any changes, will be provided to the Association by the employer. All changes made to the current list of on-call rooms will be reasonably comparable and by mutual agreement through HOEDAC (House Officer/Executive Director's Advisory Committee).
- 72b A current list of on-call room assignments is attached to this Agreement as Appendices B and C.
- 73 4. The employer will continue to clearly identify a partitioned space in the Hospital cafeteria as reserved for medical staff.

- 74 5. The employer will place equipment and supplies in a consistent manner in each "clean room". Shelves will be labeled and an index available identifying the location of the equipment and supplies available in each "clean room".

SECTION C. SAFE ENVIRONMENT/SAFE PRACTICE

- 74a The University is committed to providing state of the art safety equipment in the Operating Rooms and Emergency Department. Education will be provided annually to House Officers on the availability and use of equipment through departmental teaching programs. House Officers commit to using the safety equipment provided.
- 74b The University will post protocols for needle sticks and other exposures on the Nursing units, the operating rooms, the emergency room, angiography suites, and in other hazard areas.
- 74c The University will provide available safety and security information and training, as requested by the Association or as deemed appropriate by the University. Hospital Security Services will offer personal safety and violence management training, as requested by the Association.

SECTION D. REFERRALS AND OTHER MATTERS

- 75 Recognizing that the improvement of patient care, work environment, and education often involve complex interactions, the appropriate committee(s) and the conferences provided in Article XI are the proper, but non-exclusive, forums for consideration of these matters.

ARTICLE XII-A

SUPPORTIVE AND ANCILLARY SERVICES
AND OTHER MATTERS

- 76 The University Hospitals and Health Centers (UHHC) recognizes that its physicians provide care for patients having some of the most difficult medical problems in the State. UHHC recognizes that the bulk of this care is delivered by the House Officers, along with the attending staff, who are licensed physicians. UHHC also recognizes that the quality of patient care is directly related to the supportive and ancillary services.
- 77 Supportive and ancillary services are those services commonly provided by hospitals, which free physicians from non-physician tasks and permit them to devote the bulk of their time to providing patient care. (See Memorandum of Understanding, paragraph 215.)
- 77a In this connection, the Executive Director's House Officer Advisory Committee, comprised of at least the Hospitals' Executive Director, the Senior Associate Director, the Chief of Staff, the Executive Associate Dean, the Chief Resident from each service and three HOA representatives, has been established. This Committee provides an important avenue for exchange of ideas and a forum for discussion of concerns between the Association and the UHHC Executive Director. Included within the charge of this committee are such matters as (1) ancillary services; (2) issues related to work and work environment of the House Officer; and (3) new issues related to cost containment specifically as they have an impact on

patient care and additional work responsibilities for House Officers. Presentation of proposed major Health System budgetary changes will be a standing agenda item. The Executive Director and Association President shall prepare the agenda. The Committee will meet monthly or as often as the agenda requires.

ARTICLE XIII

VACATIONS

SECTION A. LENGTH OF VACATION

- 78 1. Except as provided in 2 and 3 of this Section, employees shall be entitled to one (1) month of vacation, during each vacation period, including vacation or pay in lieu of vacation received from an affiliated hospital or other facility or person, provided, however, if a full month is not taken as vacation but is divided into two or more vacations, the total number of calendar days of vacation shall be no less than twenty-eight (28) nor more than thirty-one (31).
- 79 2. A House Officer I shall be entitled to three (3) calendar weeks of vacation to be used from the date of hire as a House Officer through June 30th of the following calendar year.
- 80 3. An employee whose national accrediting body training program requirements or non-University sponsor prescribe the amount of time off for vacation shall be entitled to that amount of vacation.

SECTION B. VACATION PAY

- 81 Time off for vacation shall be without loss of pay, except for the following option. An employee who has received pay in lieu of vacation from an affiliated hospital or other facility or person has the option of:
- 82 1. Taking vacation, i.e., time off without pay from the employer equal to the number of days' pay he/she received in lieu of vacation or
- 83 2. Reducing his/her length of vacation from the employer, as provided in Section A, in an amount equal to the number of days' pay he/she received in lieu of vacation.

SECTION C. ASSIGNMENT OF VACATION

- 84 Vacation shall be scheduled to meet the requirements of the employer on a departmental basis with due consideration given to the employee's wishes as to time and duration. The actual scheduling of vacations shall be the responsibility of the department chairman or equivalent level of supervision. Such vacations will be scheduled as a regular and routine part of service assignments over the course of the year. Vacations are not cumulative and can only be taken during the current vacation period. Nothing herein shall be interpreted to limit vacation entitlement as outlined in this Article under Section A., Length of Vacation.

SECTION D. DEFINITIONS

- 85 For the purposes of this Article and Paragraph 212, the following definitions shall apply:

- 86 1. A month is defined as either a calendar month or a period of time running from any date in a calendar month through the next preceding date in the next calendar month (e.g. January 15 through February 14).
- 87 2. A day shall be a calendar day. When necessary to compute a day's pay, it shall be 1/364 of the employee's annual salary rate at the time a deduction is taken.
- 88 3. Vacation period is from July 1 through June 30.

ARTICLE XIV

HOLIDAY PAY

- 89 In the event that a House Officer works for a four (4) hour period on a holiday, he/she will receive an additional 1/364 of annual salary for each holiday worked or, at the discretion of the Service Chief, be scheduled off work on an alternate day within thirty (30) days of the holiday. For purposes of this provision only, the holiday period will commence at 12:00 a.m. on the calendar date of the holiday and will continue for the twenty-four(24) hour consecutive period until 12:00 a.m. the day after the holiday. Work is defined as performing any patient care or assigned job-related duties, and includes being on-call, whether in-house, at-home, back-up, or jeopardy, in the hospital or approved Health System site.
- 90 For the purposes of this Article, the holidays are as follows:
- 91 1. New Years Day (January 1)
2. Memorial Day (Last Monday in May)

3. Independence Day (July 4)
4. Labor Day (First Monday in September)
5. Thanksgiving Day (Fourth Thursday in November)
6. Day after Thanksgiving
7. Christmas Eve (December 24)
8. Christmas Day (December 25)
9. New Year's Eve (December 31)
10. Employee Birthday

92 If the birthday falls on another holiday, it shall be observed on another day mutually agreeable to the employee and his/her department chairperson or equivalent level of supervision.

92a Any employee may substitute up to two (2) holidays of the employee's own choice for any of the holidays designated above, within any July 1 to June 30 period. The Program Directors will establish deadlines by which substitution requests must be submitted. In such a case, the provisions of this Article shall apply to the substituted holiday and not the holiday designated above.

92b Every effort shall be made to honor the requests for the religious requirements by House Officers for observances of religious holidays.

ARTICLE XV

BEREAVEMENT PAY

93 In the event of the death of an employee's spouse, or the son, daughter, parent, grandparent, brother, sister, grandchild (or spouse of any of them), of either the employee or his/her spouse, any other related person living in the employee's household, or

a significant other non-related person living in the employee's household, an employee shall be granted time off work without loss of pay. The amount of time off work with pay shall be only that which is required to attend the funeral and/or make arrangements necessitated by the death, but in no event shall it exceed three (3) work days. If additional time off is needed, the employee may request the use of available vacation time.

ARTICLE XV-A

JURY DUTY

- 93a Whenever a House Officer is called for jury duty, he/she will not experience any loss in salary or benefits. At the House Officer's request, the department will provide a letter requesting deferral. It is recognized that jury duty service may require an extension of the House Officer's training program, depending on the time away from work.

ARTICLE XVI

LEAVES OF ABSENCE

SECTION A. MILITARY

- 94 A House Officer, who is in good standing and who informs his department chairperson (or equivalent level of supervision) that he intends to continue his current residency program at the University, shall be granted a leave of absence without pay for the period of required active duty when he (1) is inducted for active duty military service through the selective service system or (2) volunteers for active duty military service

rather than being inducted or (3) is assigned to alternate service through the selective service system in lieu of being inducted. Following such a leave of absence, the House Officer, who receives a certificate of satisfactory completion of service, applies for reinstatement within ninety (90) days after release from active duty, and is still qualified to perform as a House Officer, shall be returned to House Officer responsibilities and duties at the appropriate House Officer level. Such return shall be at substantially the same point in time as the date of departure and continue at least until the following June 30, provided performance during this period is satisfactory.

SECTION B. PERSONAL

- 95 At his/her request, a House Officer may be granted a leave of absence without pay at the discretion of his/her department chairperson (or equivalent level of supervision).
- 96 It is understood by both parties that under circumstances of adoption and/or childbirth, time off is indicated, necessary, and appropriate.
- 96a We recognize that six (6) weeks total for childbirth/adoption is standard and customary, regardless of mode of delivery. The nature of House Officer scheduling permits scheduling of this time off using non-vacation, paid time within the regular allocation of time worked. During the last trimester of pregnancy and for two (2) months post-partum, overnight call will not be scheduled and duty will be limited to twelve (12) consecutive hours. Exceptions may be

approved by the House Officer's Ob/Gyn physician only. A good faith effort will be made by the employer to accommodate any other health care needs, including scheduling, that may arise during the course of the pregnancy. This six (6) week period of paid time, if requested by the House Officer, is to be used during the period immediately preceding delivery or immediately following the delivery of the child. Regardless of when the time is used, it is to be taken for a consecutive period of time. Absences caused by medical complications of pregnancy will not reduce the (6) week period of paid time. Further, for new fathers or domestic partners, the practice of providing at least three (3) days off after delivery/adoption is appropriate. These days may be supplemented with up to four (4) days of vacation.

96b It is in our mutual interest that House Officers are both encouraged and supported by their programs and colleagues to not work when acutely ill (e.g., contagious, dehydrated, vomiting, diarrhea). We acknowledge that there is a shared responsibility of both Faculty and House Officers to assure coverage of this absence.

SECTION C. CHILD CARE LEAVE

97 Following the birth of an employee's child or following adoption or foster placement of a child under age eighteen (18), or over age eighteen (18) and incapable of self-care because of a mental or physical disability, a House Officer shall be granted a leave of absence without pay for not more than twelve (12) calendar weeks. A House Officer who is in good standing and informs his/her department chairperson (or equivalent level

of supervision) that he/she intends to continue his/her residency program at the University shall be granted an extension of this leave of absence without pay for an additional two (2) months. The initial leave and extension cannot exceed five (5) months, and may be at any point within the first year of birth, adoption or placement, but must be completed by the end of that period.

SECTION D. PERSONAL MEDICAL LEAVE

97a A House Officer with a serious health condition, including complications from pregnancy, will receive paid leave up to six (6) months, or until qualified for LTD. The University may require verification of the serious health condition by a physician or other authorized health care practitioner. In no case shall the University be required to pay for sick leave for greater than six (6) months in any continuous twelve (12) month period.

SECTION E. FAMILY MEDICAL LEAVE

97b A House Officer who is unable to work because he/she is needed to care for a seriously ill family member will be granted an unpaid leave of absence for up to twelve (12) weeks every twelve (12) months. The twelve (12) weeks is reduced by any Personal Medical or Child Care leaves of absence taken in the previous twelve (12) months. For this purpose, "family member" is defined as the House Officer's spouse or domestic partner with whom the House Officer shares living accommodations and expenses; and, without regard to their place of residence, the child, sibling, parent, grandparent, or other related individual whose care is the

responsibility of the House Officer, spouse or domestic partner.

SECTION F. BENEFIT CONTINUATION

97c Subject to and consistent with the Group Health Insurance Plan and Group Dental Assistance Plan, coverage, including University contributions, will be continued for up to twelve (12) weeks in each twelve (12) month period for House Officers during Child Care, Personal Medical and Family Medical leaves of absence.

SECTION G. GENERAL CONDITIONS

97d Unless mutually agreed otherwise by the parties, the twelve (12) month period referenced in Paragraphs 97a, 97b and 97c will be the period beginning each July 1 and continuing through the following June 30.

97e A house Officer may request and be granted paid vacation time in lieu of or prior to a Child Care, Personal Medical or Family Medical leave of absence.

97f When medically necessary, Personal Medical and Family Medical leaves of absence may be taken on an intermittent or reduced effort basis, provided, however, the House Officer shall: a) make all reasonable efforts to schedule any required treatment(s) so as not to unduly disrupt the department's operations and, b) notify the Department as far in advance as possible. The total time off shall not exceed the limits described in Paragraphs 97a and 97b.

97g House Officers taking leaves on a reduced or intermittent basis may be reassigned to

other assignments similar to the ones held before the leave which better accommodate leave taken on a reduced or intermittent basis. No reassignment shall result in a reduction of wages or benefit(s) levels which were in place prior to the leave.

97h Upon return from, or completion of, the first twelve (12) weeks of a Child Care, Personal Medical, or Family Medical leave of absence, the House Officer will immediately resume his/her assignment at the level prior to the leave.

ARTICLE XVII

BENEFIT PLANS

98 Each plan shall be as provided by the employer and may be amended, but not eliminated. In the event of changes in benefits, the Association will be notified prior to the effective date of the change. Same sex domestic partner benefits have been extended to this bargaining unit.

99 During the term of this Agreement and consistent with the terms of each plan, the following University Group Benefit Plans shall be available to the extent provided in this Article:

SECTION A. HEALTH INSURANCE

100 During the term of this Agreement no less than the Michigan Blue Cross/Blue Shield and the United of Omaha Major Medical Schedule of hospital and medical benefits in effect at the execution date of this Agreement will be provided and maintained.

100a The Group Health Insurance Plan shall be as provided by the University within the Flexible Benefits Program in the same manner and to the same extent as provided to non-bargained for employees with the following exception:

101 The employer will contribute up to \$489.57 per month toward the cost of the group health care programs offered by the University and the employee's contribution will not exceed \$268.59 per month for full family coverage if the total premium for full family coverage does not exceed \$758.16 per month. If the total health insurance premium exceeds or is less than \$758.16, the \$489.57 and the \$268.59 shall change to reflect one-half the increase or decrease. However, the University contribution toward any group health care program selected shall not exceed the contribution toward premiums of the Blue Cross/Blue Shield and United of Omaha Major Medical plans for one person, two persons, or full family coverage.

102 If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for hospital or medical benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided in this Article.

102b The Employer will provide a monthly "opt-out" credit to those employees who elect no health insurance coverage in the same manner

and to the same extent as provided to non-bargained for employees.

102c Employees who do not elect to "opt out" or enroll in a health insurance plan within sixty (60) days of the eligibility date will be automatically enrolled in the M-Care HMO Plan.

SECTION B. GROUP LIFE INSURANCE

112a The Enhanced Group Life Insurance Plan shall be as provided by the University within the Flexible Benefits Program in the same manner and to the same extent as provided to non-bargained for employees. The amount of life insurance coverage selected by an employee may range from five thousand dollars (\$5,000.00) at the minimum to an amount equal to six (6) times the employee's salary. For those covered by the University's Group Life Insurance as of December 31, 1999, no proof of good health will be required to join the Enhanced Group Life Insurance program if the amount of coverage is equal to or less than their coverage on December 31, 1999.

112b The cost of the Enhanced Group Life Insurance Plan is determined by the amount of coverage selected, current age, smoking status and current salary. The amount of coverage chosen and its cost will increase when salary is increased. The cost will also increase when moving into the next higher age bracket. An employee may receive "opt-out" or "opt-down" credits based on the option selected. The University pays a portion of the cost and the employee pays any remaining portion, in the same manner and to the same extent as provided to the non-bargained for employees.

112c The Dependent Life Insurance plan shall be as provided by the University within Flexible Benefits Program in the same manner and to the same extent as provided to the non-bargained for employees.

DENTAL ASSISTANCE PLAN

112d During the term of this Agreement, the Employer shall provide a dental assistance plan to employees who qualify.

The Dental Plan shall be as provided by the University within the Flexible Benefits Program. Employees have a choice of three (3) dental plan options. During the term of this Agreement, no less than the University of Michigan Dental Plan, Option 1 (one) schedule of benefits in effect at the execution of this Agreement will be provided and maintained. In the event of any changes in the benefits, the Association will be notified prior to the effective date of changes.

The University contribution toward dental plan coverage will be provided in the same manner and to the same extent as provided to the non-bargained for employees. The University will provide a monthly "opt-out" credit to those employees who elect no dental coverage and have at least one (1) year of continuous service. The "opt-out" credit will be provided in the same manner and to the same extent as provided to the non-bargained for employees. The University will automatically enroll employees in the University of Michigan Dental Plan, Option 1 (one) after one (1) year of continuous

service as provided to the non-bargained for employees.

112e The Group Legal Plan, Group Long-term Care Insurance, and a Vision Plan shall be as provided under the Flexible Benefits Plan in the same manner and to the same extent as is provided to the non-bargained for employees.

No matter concerning the above benefits will be subject to the Complaint, Grievance, and Arbitration Procedures of this Agreement, except for questions concerning compliance with the specific provisions of this Article and whether or not the employees have coverage in accordance with the terms of the Flexible Benefits Plan.

SECTION C. TRAVEL ACCIDENT INSURANCE

113 During the term of this Agreement, the Plan shall be without cost to the employee and no less than the following will be provided and maintained:

113a In addition to the Travel Accident Insurance described above, any House Officer who is injured or killed while working on a Critical Care Transport shall be eligible for travel insurance at the same level that is provided to the regular instructional physicians.

114 1. The amount of the principal sum of insurance for full-time employees shall be fifty thousand dollars (\$50,000) or five (5) times full-time annual salary, whichever is more, with a ceiling of \$200,000, except as the amount may be reduced proportionately by a catastrophic accident.

- 115 2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).
- 116 3. One half the principal sum for loss of any one member.
- 117 4. Disability benefits.

SECTION D. PROFESSIONAL LIABILITY INSURANCE

- 118 Professional liability insurance will be provided and maintained throughout the statute of limitations for claims filed for professional activities undertaken in the scope of employment, assigned by the employer.

SECTION E. DISABILITY PLAN

- 119 1. Post House Officer Appointment - An employee, who becomes a regular staff member immediately following completion of service in this bargaining unit, or following continued training under a recognized training grant (e.g., N.I.H.), will have continuous years of service in this bargaining unit and the period of training, count toward the continuous service requirement of the University's Disability Plan, provided, however, that a recommendation to become a regular staff member following the training has been approved in writing by the appropriate department chairperson or equivalent level of supervision prior to the beginning of the continued training. In addition, the period of such training will count towards the continuous service requirement for an employee who returns to the bargaining unit

immediately following completion of the training.

- 119a 2. House Officer Plan - Effective July 1, 1993 and continuing during the term of this Agreement, the University will provide Long Term Disability coverage for House Officers consistent with the Provident Accident & Life Plan discussed by the parties. In addition, if during House Officer's employment, he/she is determined to be qualified for coverage under this Plan, any waiting period will be funded by the University. Any remaining legal issues will be resolved by representatives of the Provident and the University.

SECTION F.

- 120 No matter concerning the terms of any of these plans with the exception of the House Officer Long Term Disability Plan, shall be subject to the Complaint, Grievance, and Arbitration Procedure of this Agreement, except for questions concerning the specific provisions of this Article.

ARTICLE XVIII

EXTRACURRICULAR MEDICAL PRACTICE

- 121 A House Officer shall be permitted to engage in outside medical practice which is not part of a University-approved program, provided such practice does not interfere in any way with the responsibilities, duties and assignments of the training program of the University of Michigan Hospitals and Health Centers. Extracurricular medical practice, which requires that the House Officer assume continuing responsibility for patients, will

interfere with his/her responsibilities at The University of Michigan Hospitals and Health Centers and is therefore not permissible. It is understood that House Officers engaged in an outside medical practice, which is not a part of a University-approved program, are not covered by the employer's professional liability insurance.

122 Whenever approval of a University-approved program is withdrawn, the Association will be given written notice of the withdrawal as soon as possible after the decision is made, but in any event, prior to the effective date.

122a With Department Chair permission, a House Officer may be allowed to engage in extracurricular medical practice in University of Michigan Hospitals and Health Centers facilities.

ARTICLE XIX

SAFETY

123 The employer will continue to provide for the safety of employees during the periods of employment. In the event that an employee or the Association has a grievance concerning this provision, the grievance procedure should be utilized as soon as possible.

ARTICLE XX

DISCIPLINE

124 The employer shall not discharge or take other disciplinary action without just cause.

125 A grievance which concerns this Article shall begin at Step Three of the Complaint, Grievance, and Arbitration Procedure, provided it is submitted in writing at Step Three within thirty (30) calendar days after receipt by the employee of the employer's written notification of the disciplinary action.

126 Notwithstanding anything in this Article, whenever a House Officer is suspended, terminated or not reappointed to a residency training program, the House Officer will be promptly informed of the specific reasons for the action. Matters of suspension or termination from, or appointment or non-reappointment to, a residency training program shall remain within the exclusive discretion of the University and shall not be subject to the Complaint, Grievance, and Arbitration Procedure Article. Matters of professional conduct shall be subject to the provisions of the University of Michigan Hospitals and Health Centers Medical Staff Bylaws and Bylaws Supplement and as they may be amended from time to time. In the event proceedings are instituted under Article VIII of the University of Michigan Hospitals and Health Centers Medical Staff Bylaws and Bylaws Supplement, the Association shall be notified. No matter concerning professional conduct shall be subject to the Complaint, Grievance, and Arbitration Procedure Article, except for a question as to whether the procedure set forth in the Bylaws was followed. Also see Dispute Resolution Memorandum of Understanding.

127 Whenever practicable, House Officers will receive notice of non-reappointment in accordance with the following: In his/her

first year of training by March 1 of the current appointment year, and in subsequent years of training by January 1 of the current appointment year.

- 127a It is the employer's intent through the appropriate responsible individual(s), to discuss unsatisfactory work performance and expectation with an affected House Officer whenever such performance becomes known to the responsible individual(s). If deficiencies in the progress of a House Officer are sufficient to warrant concern to the Program Director about the continuation of his/her residency program, the House Officer shall be informed of the deficiencies in writing and shall be given a reasonable opportunity, e.g., 30-180 days, for remediation. The remediation plan shall be discussed with the House Officer at the time that the deficiencies are identified and shall include the designation of a mentor, with House Officer input, and a written plan including the time frame specified for the remediation. The University, however, retains the right to immediate termination of a House Officer without remediation in order to ensure the safety of either patients or staff.

ARTICLE XXI

COMPLAINT, GRIEVANCE, AND ARBITRATION PROCEDURE

SECTION A. DEFINITION OF GRIEVANCE

- 128 A grievance is a disagreement, arising under and during the term of this Agreement, between either (1) the employer and any employee concerning (a) his/her employment

and (b) the interpretation or application of the provisions of this Agreement or (2) the Association and the employer concerning the interpretation and application of this Agreement on a question which is not an employee grievance or which concerns more than one employee, and involves a common fact situation and the same provision(s) of the Agreement.

SECTION B. DEFINITION OF COMPLAINT

- 129 A complaint includes a grievance as defined in Section A, but is also any other disagreement, arising under and during the term of this Agreement, between the employer and an employee or the Association concerning employment.

SECTION C. ASSOCIATION COMPLAINT FILING

- 130 In the event that the Association has a complaint, it shall begin at Step Three of the grievance procedure, provided the written complaint is received by the employer's Review Committee within twenty (20) calendar days following knowledge of the facts giving rise to the complaint. Such a complaint shall be submitted by the Association President, or the president's designated representative, on behalf of the Association or on behalf of more than one employee involving a common fact situation and the same provision(s) of the Agreement.

SECTION D. REPRESENTATION

- 131 For the purpose of this Article, an Association representative may represent an aggrieved employee as provided in Section E. The Association will provide the employer

with a list of representatives appointed for this purpose.

SECTION E. PROCEDURE

132 The following procedure shall be the sole and exclusive means for resolving complaints or grievances:

132a Upon written request from the Association, the employer shall provide available and relevant information which is necessary to properly process a grievance.

133 STEP ONE

An employee may bring a complaint concerning his/her employment to the attention of his/her department chairperson (or equivalent level of supervision) or his/her designee and may attempt to resolve his/her complaint with or without the assistance of an association representative. However there shall be no resolution which is inconsistent with the terms of this Agreement.

134 STEP TWO

In order to be further processed under this Agreement, a complaint must be filed in writing within thirty (30) calendar days following knowledge of the facts giving rise to the complaint. A written complaint must be filed with the employee's department chairperson (or equivalent level of supervision), or his/her designee by an employee or by the Association on behalf of a named employee. The Department Chairperson shall provide the Association with a written response within fourteen (14) calendar days

of filing, or the discussion, whichever is the later.

135 STEP THREE

A written complaint which is not resolved at Step Two within fourteen (14) calendar days of filing or the discussion, whichever is the later, may be referred to the Employer's Review Committee by the Association. The Association may timely refer a written complaint to Step Three at any time within ten (10) calendar days after either the expiration of the fourteen (14) day time limit or receipt by the Association of the department chairperson's written response, if later. Any party may request discussion. The Review Committee shall provide the Association with a written response within thirty (30) calendar days of filing, or the discussion, whichever is the later.

136 STEP FOUR

A complaint which constitutes a grievance as defined in Section A and which is not resolved at Step Three within thirty (30) calendar days of referral or the discussion, if any, may be submitted to arbitration. The Association may timely submit a grievance to arbitration any time within ten (10) calendar days after receipt by the Association of the Review Committee's written answer, if later.

137 In order to submit a grievance to arbitration, the Association shall file a written notice of intent to arbitrate with the Review Committee. Such notice shall identify the grievance and the issue, set forth the provisions of the Agreement

involved, and set forth the rationale explaining how the Agreement has been violated and the remedy desired. If no such notice is given within the prescribed time limit, the grievance shall not be arbitrable.

138 Thereafter, the employer and the Association may attempt to select an arbitrator. If there is no mutual selection of an arbitrator within seven (7) calendar days after notice of intent to arbitrate, selection of an arbitrator will be from a panel of seven arbitrators secured from the FMCS. No later than seven (7) calendar days after receipt of the panel, the parties will select an arbitrator by alternately striking names. The order of striking will be determined by a coin toss. The remaining name will serve as arbitrator.

139 Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

140 1. Either the employer or the Association or both shall notify the arbitrator of his/her selection and upon his/her acceptance shall forward to the arbitrator a copy of the grievance, the employer's answer at Step Three, the Association's notice to the Review Committee as provided for in this section, and a copy of the Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to either the employer or the Association as the case may be. In the event the arbitrator does not accept his/her selection, the selection process shall be repeated until an arbitrator has accepted selection.

141 2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.

142 3. At the time of the arbitration hearing both the employer and the Association shall have the right to examine and cross-examine witnesses.

143 4. Upon the request of either the employer or the Association, or both, a transcript of the hearing shall be made and furnished to the arbitrator, if he/she so requests, with the employer and the Association having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.

144 5. At the close of the hearing, the arbitrator shall afford the employer and the Association a reasonable opportunity to furnish briefs if either party requests the opportunity.

145 6. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A. submitted to him/her consistent with this Agreement and considered by him/her in accordance with this Agreement.

146 7. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of the Agreement.

147 8. The fees and expenses of the arbitrator shall be shared equally by the employer and the Association. The expenses of, and the

compensation for, each and every witness and representative for either the employer or the Association shall be paid by the party producing the witness or having the representative.

148 9. The arbitrator shall render his/her decision in writing as soon as possible.

149 10. The arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the employer, the Association, and the employee or employees involved.

SECTION F. TIME LIMITS

150 The time limits set forth in this Article may be extended only by mutual agreement of the parties. Whenever time limits are used in this Article actual receipt or a postmark, if mailed, will control.

ARTICLE XXII

MISCELLANEOUS

151 1. Medical Staff Bylaws and Bylaws Supplement - Except as otherwise specifically provided in this Agreement, a House Officer shall be subject to the University of Michigan Hospitals and Health Centers Medical Staff Bylaws and Bylaws Supplement, and as they may be amended from time to time. No matter concerning or arising under these Bylaws, Rules and Regulations shall be subject to the Complaint, Grievance, and Arbitration Procedure Article of this Agreement, except for those matters specifically provided in this Agreement.

Each House Officer, at the time of employment, will be provided with a copy of the University of Michigan Hospitals and Health Centers Medical Staff Bylaws and Bylaws Supplement.

152 2. Uniforms - The employer will provide five (5) white coats to each employee upon employment. Thereafter, a soiled or worn out coat may be exchanged by the employee on a one for one basis, for a clean coat which is in good repair.

153 3. Meal Allowance - On-call Criteria: A House Officer who works in the hospital eighteen (18) hours out of a twenty-four (24) hour period, beginning at 6:00 a.m., because he/she is required to do so will be reimbursed by the University through procedures established by the employer (meal tickets), for the evening and the following morning meal weekdays. In addition, the noon meal will be provided on Saturday and Sunday. This provision will only apply when the House Officer is on assignment at University of Michigan Hospitals and Health Centers. Reimbursement effective November 1, 2001, shall be for the following amounts:

Breakfast:	\$5.75
Lunch:	\$6.75
Dinner:	\$10.50

Not On-Call Criteria: When patient care requires a House Officer to be in the hospital past 7:00 p.m., the House Officer will receive reimbursement for the evening meal. When a House Officer has remained in-house for 12 hours or more during the night and into the next morning for continuity of

care, s/he will be reimbursed for the evening and breakfast meals.

153a During the term of this Agreement, meal reimbursement amounts will be evaluated within 30 days of the University being made aware of proposed cafeteria price increases. If the cafeteria prices increase during the term of this Agreement, then meal reimbursement will increase by the same overall percentage as the overall cafeteria price increases (average price increase is calculated based on the volume adjusted weighted average) within one (1) month of the effective increase.

153b The Departments of Neurosurgery, Orthopedic Surgery, Surgery and Urology will distribute meal tickets, prior to the start of each month, to qualifying House Officers based on the number of qualified House Officers. The calculation to determine the amount of the meal tickets will be based on the monthly budget divided by the total number of qualifying House Officers. This resulting amount will be given to each qualifying House Officer rounded to the nearest meal ticket amount. This procedure eliminates the need for retrospective meal tickets to be distributed. The annual budget for 2001/2002 for the four (4) departments listed above is \$247,885. This amount will change based on the weighted average price change determined by the Cafeteria, or the number of House Officers added with a new program or expansion of an existing program at UMHS as approved by the GME Office.

153c A qualifying House Officer must be a member of the HOA on a clinical rotation at a University of Michigan Hospitals and Health

Centers location, and working on an in-house service within the Departments of Surgery, Neurosurgery, Urology, or Orthopedic Surgery for a minimum of 12 hours and until 8 p.m. This meal ticket plan will be evaluated on an annual basis.

154 4. Off-Campus Assignments - Attendance at medical conferences, or research or training at an off-campus site, shall be subject to the approval of the employee's Service Chief as to the relevance of the subject matter and the service needs of the department. It is understood that when such an assignment is made, it shall not be counted as vacation time.

155 5. If a House Officer is assigned to a facility that is more than fifteen (15) miles from the University, he/she shall receive reimbursement for the total mileage, at the University's standard rate at the time of assignment. The University Hospital shall be considered the point of origin. Reimbursement will be made by the House Officer's Department upon request of the House Officer.

Reimbursement shall not be required when a House Officer requests assignment, or when an opportunity is made available to a volunteer. Neither shall this additional salary amount be required if transportation is provided or made available by the employer.

156 6. Revised Appointment Year - House Officer I's will be appointed for a period other than July 1 to June 30 in all departments. This period shall start approximately one (1) week prior to July 1. Exceptions to this provision may be made based on the

availability of individual House Officer I's or in departments where direct inpatient care is not provided. In the event that any House Officer I is assigned to remain on duty for one or more days following the end of the appointment year to assist in the orientation of new House Officer I's, equivalent time off will be provided at some other time, either before or after the assignment.

157 7. Orientation for House Officers - The employer will provide an orientation for new House Officers at the beginning of employment. A representative of the House Officers Association will be provided the opportunity to make a presentation. All House Officers will be paid for every day they are required to be in service to the employer. This includes, but is not limited to, orientation, ACLS/ATLS, BLS, NALS, PALS, and other required service such as check-in or administrative sessions scheduled prior to the official start date.

157a 8. Upon request, departmental personnel, Association representatives and spokespersons, Chief residents and other appropriate employees shall be provided the opportunity to be educated on the terms and content of this Agreement and the principles of mutual gains.

ARTICLE XXIII

SALARIES

SECTION A. HOUSE OFFICERS

158 House Officers shall be paid a monthly salary in accordance with the salary schedule

as set forth in Appendix A, subject to the following requirements and limitations:

159 1. A House Officer paid directly from outside sources for services rendered for the employer also may be paid, but is not required to be paid by the employer, unless confirmed in writing to the employee. In such a case, the combined payments may exceed the appropriate salary level set forth in Appendix A.

160 In the event that pay directly from an outside source increases, an employee, who is also paid by the employer, may have his/her pay from the employer adjusted. In no case, however, shall such an adjustment result in a combined payment, which is less than that which the employee received prior to the adjustment.

161 2. A House Officer paid directly by an affiliated hospital or any other facility or person, as a result of assignment by the employer, shall be paid by the employer for any portion of the time covered by the assignment. When such assignments include periods of time of less than a full calendar month, pay from the employer for the balance of the calendar month will be 1/364 of the House Officer's annual rate, as set forth in Appendix A, for each day covered by the assignment. Assignments will begin with the first day of work for the affiliated hospital or other facility or person and end with the first day of work for the employer following the assignment.

162 3. Initial assignment of a House Officer to a salary level, as set forth in Appendix A, including assignments when a House Officer

has changed from one residency program to another, shall be determined by his/her department chairperson, or equal level of supervision. In making this determination, factors considered will include relevant and satisfactory training and experience. Subsequent assignments to a salary level in a given residency program shall be to the next higher level and shall be determined by the department chairperson, or equivalent level of supervision, on the basis of satisfactory experience, level of performance and acceptance of responsibility.

163 When a House Officer is changing from one residency program to another, the department chairperson, or equivalent level of supervision, will discuss the appropriate salary level with the House Officer prior to assignment to a salary level. This assignment will be confirmed in writing.

163a No later than the end of the second full week of employment, an employee may request an advance on the salary which will be due for the first full month's employment. In the event of such an advance, the advance will be offset against either that month's salary or the next month's salary. Employees will be provided with information regarding this option prior to or during orientation.

SECTION B. CHIEF RESIDENTS

164 A House Officer who is appointed a Chief Resident may receive additional salary during the appointment period in an amount determined by the employer.

ARTICLE XXIV

PAYMENT TO ENCOURAGE SAVINGS

164a In order to encourage and support the establishment of a voluntary savings plan, all House Officers will receive a lump sum payment, equivalent to seven percent (7%) of base salary on the following pay dates: the November pay date each year. This provision is intended to be an on-going and recurring program.

ARTICLE XXV

WAIVER

165 The University and the Association acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter referred to in the negotiation of this Agreement.

ARTICLE XXVI

RESTRICTIVE COVENANT

165b In accordance with the American Council on Graduate Medical Education, no House Officer will be required to sign a non-competition guarantee. Additionally, no House Officer will be bound by such covenants signed prior to or during tenure as House Officer. House Officers may be asked to sign a non-competition agreement for future employment as faculty at the University of Michigan.

ARTICLE XXVII

TERM OF AGREEMENT

166 This Agreement shall become effective on November 1, 2001 and shall remain in force and effect until and including October 31, 2004. It is understood that both parties agree to begin negotiations of a successor Agreement no later than sixty (60) calendar days prior to the expiration of this agreement, unless mutually agreed otherwise.

167 Executed this 22nd day of August, 2002.

The Regents of
The University
of Michigan

The University of
Michigan House
Officers Association

<u>Timothy Wood</u>	<u>Van I. Pauer</u>
<u>Julius C. Hickey</u>	<u>Clint Wellnitz</u>
<u>John Peterson</u>	<u>Jeff Pappalardo</u>
<u>Theodore J. Dargatzis</u>	<u>Tom P.</u>
<u>John M. Cabbey</u>	<u>Adam J.</u>
<u>John J. Schmitt</u>	<u>Chris Brown</u>
<u>John J. Schmitt</u>	<u>Jim White</u>
<u>John J. Schmitt</u>	<u>Corie A. Conroy</u>
<u>John J. Schmitt</u>	<u>Alvin Kuchta</u>
<u>John J. Schmitt</u>	<u>John J.</u>

167a There will be a Management/Association meeting no later than October 31, 2002, to review the implementation status of this Agreement.

APPENDIX A

HOUSE OFFICER SALARY SCHEDULE

168 Subject to the provisions of Article XXIII, House Officers shall receive compensation at the following full-time annual salary.

169 Effective November 1, 2001:

<u>Level</u>	<u>Full-Time Annual Rate</u>
HO I	\$36,180
HO II	\$38,673
HO III	\$41,135
HO IV	\$42,940
HO V	\$44,746
HO VI	\$46,545
HO VII	\$48,354
HO VIII	\$50,159

169a In addition to the above salary, a lump sum payment, based on appointment fraction, will be made in accordance with the following chart for those employees who are regular employees as of November 1, 2001. This payment will be made in the May, 2002, paycheck.

<u>Level</u>	<u>Lump Sum Payment</u>
HO I	\$351
HO II	\$375
HO III	\$399
HO IV	\$417
HO V	\$434
HO VI	\$452
HO VII	\$469
HO VIII	\$487

170 Effective November 1, 2002:

<u>Level</u>	<u>Full-Time Annual Rate</u>
HO I	\$37,265
HO II	\$39,834
HO III	\$42,369
HO IV	\$44,228
HO V	\$46,089
HO VI	\$47,941
HO VII	\$49,805
HO VIII	\$51,664

170b Effective November 1, 2003:

<u>Level</u>	<u>Full-Time Annual Rate</u>
HO I	\$38,383
HO II	\$41,029
HO III	\$43,640
HO IV	\$45,555
HO V	\$47,471
HO VI	\$49,379
HO VII	\$51,299
HO VIII	\$53,214

APPENDIX B

ON-CALL ROOMS

171 Room Number	Building	Number of Beds	Service
F3064	MCHC	2	Anes
1H333	UH	2	Anes
1H331A	UH	2	Anes
4825A	UH	2	Anes
F4012F	MCHC	2	Anes
F4831	MCHC	2	Family Medicine
8331	UH	2	Family Medicine
F4012D	MCHC	2	Family Medicine
8009	UH	2	Med
6825A	UH	2	Med
6008	UH	2	Med
7829A	UH	2	Med
6815A	UH	2	Med
7418	UH	2	Med
6419	UH	2	Med
6332	UH	1	Med
7218	UH	1	Med
7333	UH	1	Med- Cardiology
4419	UH	2	Neurology
F4012H	MCHC	2	OB
F4012G	MCHC	2	OB
8419	UH	2	OB/Gyn
F5004	MCHC	2	Peds
F5132	MCHC	2	Peds
F4313	MCHC	2	Peds
F4315	MCHC	2	Peds
F4860	MCHC	1	Maternal Fetal
F4012A	MCHC	1	FOGG/CNM Fac
F4012B	MCHC	2	Super Call

F8409	MCHC	2	Peds
F6770	MCHC	2	Peds
F7819	MCHC	1	Maxofacial Surg
F7764	MCHC	3	Peds
F7766	MCHC	2	Peds
F5764	MCHC	2	Peds
F5766	MCHC	2	Peds
4501	UH	1	Oto.
9526	UH	1	Psych.
6704	UH	1	Pulmon.
BID407A	UH	1	Radiology
BID417	UH	1	Radiology
5419	UH	2	Surg
4815A	UH	2	Surg
B416	UH	2	Surg
5825A	UH	2	Surg
5815A	UH	2	Surg
F5148	MCHC	2	Peds Surg
F5209	MCHC	2	Surg
4101	UH	1	Surg
4709	UH	1	Surg
4714	UH	1	Surg
4332	UH	1	Surg
5101	UH	1	Surg
5218	UH	1	Surg
5327	UH	2	Surg
7328	UH	2	Surg
5331	UH	2	Surg
5332	UH	1	Surg
5340	UH	2	Surg
8201	UH	1	Surg

Also see Memorandum of Understanding, paragraph 188.

APPENDIX C
OFFICE/SLEEP ROOMS

171a Room Number	Building	Number of Beds	Service
6332 UH		1	Med
6704 UH		1	Med
7201 UH		1	Med
7218 UH		1	Med
7332 UH		1	Med
4101 UH		1	Surg
4709 UH		1	Surg
4714 UH		1	Surg
4332 UH		1	Surg
5101 UH		1	Surg
5218 UH		1	Surg
5332 UH		1	Surg
8201 UH		1	Surg

APPENDIX D

SHOWER/TOILET ROOMS

171b Room
Number

Building Description

4808 (4809/4910)	UH	Toilet
4155	UH	Toilet
4122	UH	Toilet
4119	UH	Toilet
5808 (5809/5810)	UH	Toilet
5155	UH	Toilet
5122	UH	Toilet
5119	UH	Toilet
6806 (6807/6808)	UH	Toilet
6155	UH	Toilet
6122	UH	Toilet
6119	UH	Toilet
7610 (7611/7612)	UH	Toilet
7155	UH	Toilet
7122	UH	Toilet
7304	UH	Toilet
8155	UH	Toilet
8122	UH	Toilet
8119	UH	Toilet
9521	UH	Female Toilet
9522	UH	Male Toilet
9507	UH	Female Shower
9509	UH	Male Shower
IC444	UH	Male Shower
IC440	UH	Female Shower
B1393	TC	Female Shower
B1395	TC	Male Shower
F7670	Mott	Shower/Toilet
F7506	Mott	Female Shower
F7513	Mott	Shower/Toilet
F6764	Mott	Female Shower
F5667	Mott	Female Shower
F5214A	Mott	Male Shower/Toilet
F5214	Mott	Female Shower/Toilet

F4663
F4210
F4205
F4166
F4164

Mott Toilet
Mott Male Shower/Toilet
Mott Female Shower/Toilet
Mott Male Shower/Toilet
Mott Female Shower/Toilet

MEMORANDUM OF UNDERSTANDING

DIVERSITY

- 179 The employer and the Association recognize the need for increased female and under-represented minority representation in all areas of medicine. We support efforts to increase representation at The University of Michigan Hospital and Health Centers.
- 180 In addition, the University agrees to provide the Association with data annually of the female and minority representation of the House Staff.
- 181 The University and the Association will continue to support mutually agreeable programs to promote the diversity of the House Staff.

For The Regents of
The University
of Michigan

The University of
Michigan House
Officers Association

By *Timothy Woods*

By *Van I. Pan*

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

NON-DISCRIMINATION AND SEXUAL HARASSMENT

- 183 The University and HOA are committed to preventing and eliminating discrimination and sexual harassment of all staff. To that end, all House Officers will be informed of the University's guidelines regarding harassment and discrimination issues. Further, all House Officers will be educated on the appropriate reporting and complaint resolution process. A summary of the process is provided below.
- 184 House Officers will receive the University's pamphlet on Sexual Harassment upon their hire to the Health System during their orientation.
- 185 House Officers will have access to the on-line interactive tutorial "Preventing Sexual Harassment at the University of Michigan" available through the web site www.umich.edu/~hrra/harassment.
- 186 A House Officer also has the right to pursue a legal remedy for sexual harassment in addition to, or instead of, using internal reporting procedures.
- 186a Confidential counseling is available to House Officers through the M-Works Employee Assistance Program (763-5409), Faculty and Staff Assistance Program (936-8660), the Office of Equity and Diversity Services (763-0235), Sexual Assault Prevention and Awareness Center (763-5865), Counseling and Psychological Services (764-8312).
- 186b Informal Resolution Process

A complaint or report can be made to the Human Resources Department, the Office of Diversity and Equity, the Dean of the Medical School, the Program Director, the Chair of the Department, the Executive Vice President for Medical Affairs, the Chief Executive Officer, the Chief Operating Officer, or the Chief of Clinical Affairs, or their designee. The person who receives such a complaint will advise the House Officer about the informal and formal resolution alternatives available as outlined in the University's policy on Sexual Harassment.

186c Formal Investigation

A formal charge of harassment will be pursued through the Medical Staff By-Laws. The person accused of sexual harassment must be notified of the charge and given an opportunity to respond to any allegations. Investigations will be prompt, thorough and fair, affording both the complainant and the accused a full opportunity to participate.

The Office of Diversity and Equity must be notified of all reported incidents of sexual harassment and their resolution.

For The Regents of The University of Michigan
The University of Michigan
of Michigan

The University of Michigan House Officers Association

By Timothy Wood By Van I Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

EMPLOYEE INFORMATION

187 This confirms the University's policy of not providing employee information (names, addresses, telephone number) for political or commercial purposes.

For the Regents of The University of Michigan
The University of Michigan
of Michigan

The University of Michigan House Officers Association

By Timothy Wood By Van I Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

FEMALE ON-CALL ROOMS

188 The House Officers Association shall have the right to designate, subject to approval by the employer, as many as three (3) on-call rooms in University Hospital and one (1) each at the Mott and Women's Hospitals for female use exclusively. These designations may be changed by the House Officers Association, subject to approval by the employer.

For The Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Van I Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

INFORMATION TO PROSPECTIVE HOUSE OFFICERS

189 This confirms our understanding that the employer will include the following statements in program descriptions given to prospective House Officers. The following applies to all House Officers:

- 190 1. House Officers may be assigned duties in ambulatory care and outreach clinics, or other similar institutions.
- 191 2. Assignment to prison or jail facilities will be only on a voluntary basis.
- 192 3. House Officers must pay either Association Dues or a Representation-Service Fee as a condition of employment.

For The Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Van I Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

JCAHO SURVEYS

193 This confirms our understanding that the House Officers Association will be notified in advance of accreditation surveys conducted by the Joint Commission of Accreditation of Healthcare Organizations (JCAHO). Such notice will be provided in writing on a timely basis.

For The Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Chris I. Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

ON-CALL PARKING

195 This University agrees to provide designated parking for an employee who is specifically designated as on-call. Spaces will be provided in M-18, currently designated for patient/visitor parking, adjacent to the Taubman Center between 8:00 p.m. and 9:00 a.m. It is understood that employees who are required to remain in the parking structure after 9:00 a.m. will not be required to pay the fee generated from 9:00 a.m. until time of departure, provided the parking ticket is validated in the employee's department prior to leaving the parking area. If an employee is unable to validate the parking ticket that day, he/she will be reimbursed through his/her departmental office in a timely manner upon presentation of a receipt for the cost of parking.

Reimbursement shall be provided to an employee for expenses incurred for transportation to off-site parking lots when no shuttle service is available. A mechanism shall be devised for this reimbursement within 90 days of the contract ratification.

Employees who must return to the Hospital after 6:00 p.m. may use the Radiation Oncology lot for parking and will vacate the lot by 7:00 a.m.

Employees who are called to the Hospital for an emergency consult, whether in the Emergency Department or on a service, may use valet parking at the Emergency Entrance at no expense. Employees must provide the valet attendant with proper identification and

indicate which service the consult is related to.

195a An employee who has been assigned to an off-site location and is required to return to the Hospital between the hours of 7:00 a.m. and 4:00 p.m. will not have to pay for parking fees incurred in the Patient/Visitor parking area during the required return period, provided the parking ticket is validated in the employee's department prior to leaving the parking area. If an employee is unable to validate the parking ticket that day, he/she will be reimbursed through his/her departmental office in a timely manner upon presentation of a receipt for the cost of parking.

196 The University reserves the right to modify this arrangement upon two weeks notice to the Association; provided, however that no such notice will be given until the Association has had an opportunity to discuss the matter with the employer in an effort to solve the problem. While the employer cannot foresee every reason for modification, modification will not be unreasonably exercised, i.e., will not be exercised without good reason. It is understood that impact on Patient/Visitor parking needs would be reason for modification. In any case, however, abuse of this arrangement shall always be reason for modifying the current arrangement.

For The Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Ann I Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

PRESCRIPTION DRUG RIDER

198 The University agrees to provide and maintain during the term of this Agreement only, a two dollar (\$2.00) Co-Pay Prescription Drug Rider only for House Officers who are enrolled in this plan as of April 18, 2002. No additional House Officers will be allowed to enroll in the two dollar (\$2.00) Co-Pay Prescription Drug Rider.

Prescription drug coverage is provided under the University's health insurance plans. See Your Benefits booklet for details.

For The Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Ann I Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

VETERAN'S ADMINISTRATION
DEANS COMMITTEE

200 This confirms our understanding and support of the following letter from Eric Young, M.D., Chief of Staff. The Veteran's Administration Dean's Committee will monitor the conditions outlined in the letter to assure compliance.

Medical Center 2215 Fuller Road
Ann Arbor, MI 48105

May 13, 2002

Vikas Parekh, MD
President, House Officers Association
UH 2F208/0052
Ann Arbor, MI 48109

Dear Dr. Parekh:

201 This letter is written to update the Memorandum of Understanding for the Agreement between the Regents of the University of Michigan and the University of Michigan House Officers Association. House Officers rotating at the Ann Arbor VA are viewed by veterans and VA employees as VA physicians and should assume the responsibilities of that role. Limited resources create differences in policies and procedures for the care of patients; during their rotations at the VA, House Officers are subject to the rules and regulations of the VA.

202 The VA Residency Review Committee will hear House Officer issues related to patient care,

work and work environment that are not department-specific. A House Officer representative selected by the HOA will continue to participate in the Residency Review Committee. The Residency Review Committee meets quarterly; either party may request additional meetings. Department specific issues should be brought to the attention of the VA Service Chief. If further discussion is needed, the Associate Chief of Staff for Education at the VA and/or the Chairman of the University of Michigan department may be involved.

203 The employer agrees to abide by the RRC guidelines as they apply to ancillary services at the VA Hospital.

204 The House Officers assigned to Walk-in Clinic will be assigned from the Internal Medicine Service by the Chief, VA Medical Service. Reference texts will be located in the Walk-In Clinic area and will be reviewed on a regular basis by the Associate Chief of Staff or Ambulatory Care and be updated as appropriate. The Ambulatory Care/Emergency Room procedure/instructional manual will be available in the Emergency Treatment Room at all times. The Walk-in Clinic will have oxygen, an electrocardiogram machine, cardiopulmonary arrest equipment and supplies available.

205 House Officers who are required by their service to be in-house overnight shall have suitable and secure call rooms. Lockers or secured areas for belongings will be available to House Officers.

206 A key card access box will also be installed on the entrance door, near the volunteer

parking lot. All House Officers who rotate at the VA, should report to security to program their name into the key card system.

- 207 House Officers rotating at the VA Hospital will be provided with meals consistent to the qualification guidelines followed by the House Officers rotating at UMHS. Qualifying House Officers will receive a \$2.50 voucher to be used for a canteen breakfast. Dinner will be served in the kitchen from 5PM - 7PM daily. If a house officer requires dinner after 7PM, a \$5.00 dinner voucher will be given to be used for a canteen meal on a different day. A mechanism for lunch distribution for weekends will be agreed upon by June 30, 2002.

Sincerely,

Eric W. Young, MD
Chief of Staff

James W. Roseborough
Director

- 210 It is understood that disagreements or needs for clarification which may arise over conditions outlined in this letter may be discussed at the V.A. Residency Review Committee and may be referred after discussion at the Residency Review Committee to the VA Dean's Committee.

For The Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Chris I. Pann

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

WORK SCHEDULES

212 This confirms our understanding that, with respect to assigned release time for House Officers:

All House Officers shall be released from patient care responsibilities for a minimum of four (4) twenty-four (24) hour days per month. A month is defined in paragraph 86. It is understood that a "release day" is defined as a twenty-four (24) hour period that is free from all responsibilities of patient care and all other job related duties, including home-call, jeopardy, and back-up call. In the event that the release time does not occur within a given month, that House Officer shall receive additional compensation equivalent to 1/364 of his/her salary for each release period that is not provided.

As release days, House Officers will be given the greater of 1 day off for every seven calendar days that the resident is not on vacation or days off as mandated by RRC guidelines. Days taken as vacation days will not be counted as release days. For example, if a resident works the first two weeks in a month and takes the latter two weeks as vacation, the resident shall still be entitled to two release days for the first two weeks in that month.

213 In recognition of current standards established by the American Board of Emergency Room Physicians, all House Officers working in the University of Michigan Emergency Department shall be limited to

working no more than twelve (12) hours in a given twenty-four (24) hour period.

214 If a House Officer's schedule is inconsistent with the above, the HOA or the House Officer may have the matter explained by the Program Director, and, at either the HOA's or House Officer's request, have the Program Director's decision reviewed by the Graduate Medical Education Review Board. In such a case, the decision of the reviewer will be final.

For The Regents of The University of Michigan
The University of Michigan House Officers Association

By Timothy Wood By Chris T. Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

ANCILLARY SERVICES
(IV/BLOOD DRAW/BLOOD CULTURES)

215 The Employer agrees to provide timely phlebotomy service 24 hours a day everyday. This service shall include, but not be limited to, blood cultures and all other laboratory draws in all units including all ICU's. However, in extraordinary circumstances only, the regular blood drawing service will not be required to draw blood. For purposes of this section, House Officers are not considered part of the regular blood drawing service. Extraordinary circumstances are defined to be, and limited to, life threatening situations in which a patient is "coding" or "about to code". Whether extraordinary circumstances exist will be determined by a House Officer's assessment of the patient's condition.

216 The Employer also agrees to provide timely IV services, which shall include, but not be limited to, placement and maintenance of IV catheters. This service shall be provided 24 hours a day everyday in all units including all ICU's.

The Employer agree that no less than the current level of IV service will be maintained on an around-the-clock basis during the term of this agreement.

217 Reporting problems/concerns with designated ancillary services:

Incidents will be reported on standard forms to the Association. As trends are recorded, the Association liaison will be

appraised of the trend, and appropriate actions will be taken to address the problem.

For The Regents of The University of Michigan
The University of Michigan House Officers Association

By Timothy Wood By Ann I. Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

PROBLEM RESOLUTION

218 The parties are committed to continuing the collaborative problem-solving efforts begun during the 1992-93 negotiations and to enhancing communication and the prompt resolution of issues, which may arise during the term of this Agreement.

To this end, the University will create a departmental problem-solving mechanism(s) and communicate it to the House Officers and the Association. Further, the University will designate an administrative liaison to work with the Association and Departments to assist in resolving issues that are not resolved at the Departmental level.

For The Regents of The University of Michigan The University of Michigan House Officers Association

By Timothy Wood By Ann I. Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

DISPUTE RESOLUTION

222 The Agreement contains a number of different procedures for resolving disputes and problems. This memorandum provides a brief description of these procedures, indicates the types of issues each procedure is designed to address and cites the location of the complete procedure in the Agreement.

223 ARTICLE XI. CONFERENCES

Either the Association or the University may request a Conference to discuss matters of mutual interest or to share information. Issues raised under this procedure generally do not involve the concerns of a single House Officer. Any issues under consideration in the Complaint, Grievance and Arbitration Procedure (Article XXI, described below) may not be discussed in the Conference format.

224 ARTICLE XII. PATIENT CARE AND WORK ENVIRONMENT

This Article describes two procedures which a House Officer may follow if, in the interest of patient care, he/she decides to perform the work of another professional or non-professional employee (clerk, messenger, etc.) when he/she believes that doing so will prevent him/her from delivering other important medical care.

225 ARTICLE XII-A. SUPPORTIVE AND ANCILLARY SERVICES AND OTHER MATTERS

This Article describes the membership and functions of the Executive Director's House Officer Advisory Committee. The Committee is

specifically charged with reviewing issues related to ancillary services, work and work environment and cost containment proposals which may affect patient care and House Officer workload.

226 ARTICLE XX. DISCIPLINE

A House Officer may be disciplined (including discharge from employment and termination from a training program) for misconduct or unsatisfactory performance under three different procedures, each with its own resolution process.

1. A House Officer disciplined for misconduct in the employment relationship may appeal this discipline through the process described in Article XXI, Complaint, Grievance and Arbitration Procedure.

2. A House Officer disciplined for unsatisfactory academic performance may appeal this discipline through the due process mechanism maintained by each Department. In addition, A House Officer may appeal a departmental academic decision to the University of Michigan Hospitals and Health Centers Graduate Education Advisory Committee. This appeal process is described in the Joint Staff document titled: "Procedure for Appeal of Academic Decisions Including Suspension or Termination from, or Non-Reappointment to, a UMMC Graduate Medical Education Program."

3. If action is taken as a result of a formal complaint received by the Executive Committee on Clinical Affairs, a House Officer may appeal this action through the procedures described in Article IX of the

University of Michigan Medical Staff Bylaws and Bylaws Supplement.

227 ARTICLE XXI. COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE

This article describes the grievance procedure, a formal mechanism for resolution of disagreements between a House Officer and the University or between the Association and the University involving interpretation or application of the terms of the Agreement. The University and the Association may mutually agree to add a process for dispute mediation prior to arbitration. In this event, the parties will agree on a list of mediators to use and will share the costs of mediation equally.

228 MEMORANDUM OF UNDERSTANDING: VETERAN'S ADMINISTRATION DEAN'S COMMITTEE

Paragraph 210 of this Memorandum describes the mechanism used to ensure compliance with the specific provisions of the Memorandum regarding certain conditions at the Veterans' Administration Hospital.

229 MEMORANDUM OF UNDERSTANDING: PROBLEM RESOLUTION

This Memorandum addresses the creation by each Clinical Department of a process to solve intra-departmental problems. There is also a provision for referral of unresolved issues to an Administrative Liaison to be designated by the University.

230 MEMORANDUM OF UNDERSTANDING: WORK SCHEDULES

Paragraph 214 of this Memorandum describes the process for review of a House Officer's work schedule. This review may be requested by either the House Officer or the Association when either believes that the schedule is inconsistent with the Memorandum. The first level of review is the House Officer's Program Director. The final level of review is the Graduate Medical Education Review Board.

A House Officer who is uncertain about which procedure to use to address an issue of concern may obtain additional clarification from either the House Officers Association or the Medical Campus Department of Human Resources.

For the Regents of The University of
The University of Michigan House
of Michigan Officers Association

By Timothy Wood By Ann I Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

ADDITIONAL SERVICE REQUIREMENTS

231 Changes in the health care industry impact The University of Michigan Hospitals and Health Centers and the House Officers who are employed under this agreement. The employer recognizes that these changes may impact the House Officer's workload and educational experience. Therefore, it is the intent of the employer to:

1. Ensure House Officer representation on Residency Planning groups, education committees, and scheduling groups.

2. Continue on-going communication regarding House Officer workload changes (i.e., through the House Officers Executive Director's Advisory Committee).

3. Ensure that each department/section has a joint committee, with House officer representation, to plan work schedules, review clinical assignments, and discuss workloads.

For the Regents of The University of
The University of Michigan House
of Michigan Officers Association

By Timothy Wood By Ann I Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

CONTRACT COMPLIANCE

232 1. Orientation to the HOA contract shall be provided by the employer to the following groups:

Program Directors
Department Administrators
Program Administrators
Chairpersons
House Officers

2. "How to Handbook" for the departments will be developed within 6 months following contract ratification. The Handbook shall be distributed to: Program Administrators, Program Directors, Department Administrators

3. A "Contract Highlights" document will be developed and distributed to all House Officers.

4. The HOA will report any contract compliance problems to the Program Director's Meeting on a quarterly basis.

5. When an issue cannot be resolved between the House Officer and the University, the House Officer may use the University Mediation and Conciliation Services.

For the Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Jim I. Parr

Date: 8-28-02

MEMORANDUM OF UNDERSTANDING

INFORMATION TECHNOLOGY

233 The University of Michigan recognizes the need to train its House Officers appropriately on its information technology - including but not limited to computers, clinical information systems, pagers, E-mail and other applications -- and to provide, within available resources, the support, which includes but is not limited to: the hardware, software, and networking capabilities necessary to facilitate the House Officers' performance of their clinical and educational responsibilities.

Representation
There will be House Officer participation in the design, testing, implementation and training of information systems, which affect House Officers. To facilitate this effort, the HOA shall appoint an Information Technology liaison. This individual shall be recognized by the University as the primary House Officer spokesperson for information technology. He/she may either sit on or appoint representatives to serve on committees and will coordinate House Officer participation within the Medical Center.

For the Regents of
The University
of Michigan

The University of
Michigan House
Officers Association

By Timothy Wood By Don I. Gunn

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

EXERCISE FACILITY

234 To better meet the interests of the Association and the University in making an exercise facility available, the University will provide access to the UH 9th floor gym to House Officers from 3 p.m. to 9 a.m. daily. It is understood that the use of the gym is not for the exclusive to the House Officers. The Psychiatry Department retains the right for exclusive use of the gym for patient care on a case-by-case basis, and the employer retains the right to reallocate the space at any time. If reallocation of space occurs, the employer agrees to make reasonable efforts to find alternate space.

If, over the term of the Agreement an exercise facility is identified, the Association will have access to it. If the Association identifies exercise space within its allotted rooms, the University will furnish the equipment mutually agreed upon. Maintenance of this equipment will be the responsibility of the Association, whose members would have exclusive use of the room.

Further, the University agrees to explore the feasibility of including an employee exercise facility in any new building replacement discussions. Existing space committees will be identified so that time lines for long and short terms options of identifying alternate exercise facility space can be established.

For the Regents of The University of
The University of Michigan House
of Michigan Officers Association

By Timothy Wood By Ann I. Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

ON-LINE DATA SERVICES

235 Management will continue to provide an institutional site license available to House Officers for MD Consult, or an equivalent and mutually acceptable on-site, on-line data service.

For the Regents of The University of
The University of Michigan House
of Michigan Officers Association

By Timothy Wood By Ann I. Parr

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

INVESTMENT WORKSHOPS

236 The Staff Benefits Office will schedule workshops regarding investment options for the House Officer savings plan. Individual advisement sessions may be arranged. TIAA/CREF, Fidelity and Midwest Financial and University of Michigan Credit Unions will be the preferred providers.

For the Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Ann I. Rain

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

FINANCIAL AID OFFICE COUNSELING

237 Effective May 1, 1999, the Medical School Financial Aid Office will begin a program of financial and debt management counseling for House Officers. Hours will be by appointment during designated hours or as arranged individually. Until the program is implemented, House Officers in need of such assistance are able to contact that office individually.

For the Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Ann I. Rain

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

IMPACT ON PRE-TAX BENEFITS

- 238 During an employee's period of employment, they may be funded from a grant from which no income taxes are withheld. In this situation, the employee may not be able to enroll in, or continue to participate in, some Flex Benefits, which are provided on a pre-tax basis. Without income tax being withheld, there is no basis for providing a pre-tax benefit.
- 239 The employer will communicate the implications of the training grant funding on the employee's tax liability and benefit eligibility during their initial orientation. Further, all House Officers will receive information regarding this situation annually with their Open Enrollment materials.

For the Regents of
The University
of Michigan

The University of
Michigan House
Officers Association

By Timothy Wood
Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

OPERATIONAL IMPROVEMENT EFFORT

- 240 The parties agree to pursue their mutual interests of improving UMHS operational effectiveness. The Health System recognizes that House Officers are an integral part of the provision of quality health care to our patients. The House Officers Association acknowledges their responsibility to support the goals of the Health System.
- 241 During the 2001-02 negotiations, the parties agreed to actively address operational improvement issues including, but not limited to, improved medical documentation practices, cost effective use of medical tests, procedures, and commodities, and institutional compliance with all regulatory and statutory requirements.
- 242 The parties agree to participate on a joint committee that will meet regularly to address these issues, develop specific goals and appropriate measures, and monitor progress in accomplishing these goals. The HOA will appoint House Officers to serve on this committee. The HOA also agrees to encourage all individual House Officers to actively undertake the improvement of operational effectiveness in the identified activities. The Health System agrees to provide education and training in conjunction with the HOA to increase House Officer awareness of these issues.
- 243 The parties agree to convene this committee within 90 days following the ratification and approval of this agreement.

For the Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Ann I Pann

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

IN-STATE RESIDENCY STATUS

244 In an effort to obtain in-state tuition at
the University of Michigan for House Officers
and their dependents, the employer will work
with the HOA to pursue a change in the
University of Michigan policy on residency
requirements.

For the Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Ann I Pann

Date: 8-22-02

MEMORANDUM OF UNDERSTANDING

HOA LOUNGE REFRIGERATOR

245 In an effort to provide healthy food choices when the cafeteria is closed, the University Health System will provide and stock a refrigerator in the House Officer Lounge. House Officers will use their meal tickets to purchase items from the refrigerator. On a periodic basis, an evaluation will be made to determine if sufficient meal tickets have been turned in to pay for the food in the refrigerator. A mutually agreeable corrective action plan will be developed and implemented if this arrangement is found to be unsatisfactory to either party.

For the Regents of The University of
The University Michigan House
of Michigan Officers Association

By Timothy Wood By Chris I. Parnis

Date: 8-22-02