

**AGREEMENT**  
*between*  
**WAYNE STATE UNIVERSITY**  
*and the*  
**ALLIANCE OF RESIDENT PHYSICIANS –  
AMERICAN FEDERATION OF TEACHERS  
MICHIGAN, WAYNE STATE UNIVERSITY  
CHAPTER**

**NOVEMBER 18, 2024 – JUNE 30, 2027**

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## **Article 1 Recognition**

This Agreement (hereinafter, Agreement) has been entered into between the Alliance of Resident Physicians - Wayne State University, AFT Michigan, AFT, AFL-CIO (hereinafter, Union) and Wayne State University (hereinafter the Employer) and applies only to those employees described in the Recognition provision of this Agreement.

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, and all other terms and conditions of employment for all employees employed by the Employer as Residents and Fellows and who are in a recognized training program and whose normal duties are to provide patient services in participation in the activities of the program.

Hereinafter the term “Employee” used in this Agreement (except where context indicates otherwise) shall mean any individual included in the bargaining unit as described above.

A copy of the letter granting voluntary recognition is included in Appendix A.

## **Article 2 Non-Discrimination**

Wayne State University (WSU) and the Union recognize not only a legal obligation to members of the bargaining unit, but also a moral and educational responsibility to achieve equal employment opportunity and non-discrimination within the University—both for the sake of fair employment practices and for the sake of meeting its educational objectives. Accordingly, it is agreed that the University, the Union, and members of the bargaining unit shall engage in no discrimination on the basis of race, color, ethnicity, religion, political affiliation, political beliefs, political activities, national origin, marital status, age, gender, gender identity, gender expression, sexual orientation, or physical handicap of those capable of performing their professional duties.

Discrimination resulting from sexual harassment as defined by the Board of Governors’ statute of July 15, 1983, shall be subject to the Grievance Procedure. Such a grievance may be filed only after remedies under the Board of Governors’ statute have been exhausted. There shall be no retaliation or discrimination against members of the bargaining unit for the exercise of their rights under this Agreement.

Office of Equal Opportunity (OEO) Processes will be followed as outlined in Section V.4 Human Resources, ADA for residents (IR IV.H.4) of the [GME Trainee Manual and Benefits Guide](#).

The Program Director will assist in coordinating to provide approved OEO accommodations to Employees.

### **Article 3 Dues Deduction**

Consistent with the requirements of Michigan's Public Employment Relations Act (PERA), each Employee has the choice of whether or not to become a union member and pay dues.

#### **A. Payroll Deduction of Union Dues**

1. Each Employee who chooses to become a member of the Union shall complete and sign a Union membership form, which shall authorize the deduction of Union dues from their wages.
2. The membership form shall be prepared by the Union and be acceptable to the Employer, provided that the Employer may not unreasonably reject the text of the form. The Union may change the text of the form from time to time and the Employer shall be provided notice of any change and a copy of the modified form.
3. The Union shall provide the Employer a list of persons who are members of the Union and wish to have dues deducted. Upon receipt of that list, the Employer will deduct the appropriate amount of dues from Union members' semi-weekly paychecks. The Union shall notify the Employer of the amount of dues to be collected.
4. The University will furnish the Union, no later than the tenth (10th) of each month, a listing of all dues and voluntary fair-share fees deducted for the previous month from members of the bargaining unit. This list will be provided in a mutually-agreeable format.
5. Monthly monies so deducted will be transmitted electronically to the Union's bank account no later than tenth (10th) of each month.

#### **B. Change of Member Status**

To withdraw their authorization of membership dues deduction, an Employee must notify the Union in writing that they wish to withdraw from membership and remove their authorization of dues deduction. Payroll deduction of dues will cease as soon as practicable upon the Union's receipt of notice from the member that they wish to end membership and communication of that change to the Employer. In the event that bargaining unit members communicate their intent to de-authorize dues or fees deductions directly with Human Resources or the Payroll Department, those offices will forward such communications to the Union by email and place the de-authorization on hold for one full pay period before proceeding with the request.

### **C. Indemnification**

The union shall indemnify and hold the University and its Governors, officers and employees harmless from all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken or not taken by the University for the purpose of complying with this Article.

## **Article 4 Union Rights**

### **A. Access**

Any Union-authorized representative (Representative) shall have the right of access to the Employer's facilities including employee mailboxes. All communication through university platforms is subject to University policies on appropriate use, but the Union's freedom of speech shall not be restricted.

### **B. Bulletin Boards**

In order to provide additional means of communication with its membership, the Union will be provided access to a designated bulletin boards in the residency office of each program. All communication through university platforms is subject to University policies on appropriate use, but the Union's freedom of speech shall not be restricted.

### **C. Email**

The Union shall be permitted to communicate with the employee through email accounts. All communication through university platforms is subject to University policies on appropriate use, but the Union's freedom of speech shall not be restricted.

### **D. Meetings**

The Employer shall permit the Union to use WSU School of Medicine (SOM) controlled building facilities for purposes including but not limited to meetings and workshops.

### **E. Information to Prospective Employees**

The Employer will include a link to the Union's website on the University's current institutional [Graduate Medical Education \(GME\) Office webpage](#), which will include the following statements:

1. Once you become an employee of the University, the collective bargaining agreement between the Wayne State University Board of Governors and the Alliance of Resident Physicians determines your salary and benefits as well as other terms and conditions of employment consistent with Michigan law.

2. The Alliance of Resident Physicians is the duly recognized bargaining representative of Residents under this agreement (include link to the contract).
3. The Union will be allowed to provide an electronic handout to the Employer that will be distributed to prospective Employees who interview.

## **Article 5 Lists and Information**

Once per month, the Employer will provide information, to help the Union represent the bargaining unit, including, but not limited to the following items.

### **A. Bargaining Unit Lists**

Beginning July 15th of each year and every three months thereafter, the Employer will provide to the Union, at no cost to the Union, a report of all current bargaining unit members. The report shall include the following data elements in a mutually agreeable electronic format:

1. Employee name
2. Banner ID number
3. Annual Salary Rate
4. Appointment Classification Name including medical resident year status
5. Appointment Department Name
6. Employee Email Address
7. Appointment Begin Date
8. Appointment End Date
9. Employee Work Address
10. Employee Personal Mailing Address
11. Employee Personal Phone Number
12. Employee Personal Email Address
13. Domestic/International Status
14. Aggregate Number by Gender

The Employer will send the report via email as a file attachment to a message to an email address designated by the Union.

- B. On May 1 of each year, the Employer shall provide the Union with a list of all incoming bargaining unit members and the information above, if available.

### **C. Benefits Summary Reports**

Once per year, the Employer will provide the Union with PA 106 information, as available through carriers.

The Union shall retain all information in confidence and disclose that information only to those whose Union duties require them to have such information.

## **Article 6 Restrictive Covenant**

In accordance with the Accreditation Council on Graduate Medical Education, no Employee will be required to sign a non-competition guarantee. Additionally, no Employee will be bound by such covenants signed prior to or during tenure as Resident.

## **Article 7 Joint Commission Survey**

The Employer, when possible and provided WSU is provided notification by the Joint Commission, will notify the Union in advance of accreditation surveys conducted by the Joint Commission. Such notice will be provided in writing on a timely basis.

## **Article 8 Past Practice**

Policies, procedures, and practices regarding mandatory subjects of bargaining now existing, not raised in the bargaining process and not in conflict with this Agreement, will remain in effect in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent of the contracting parties.

## **Article 9 Grievance Procedure**

### **A. Intent**

The University Administration and the Union agree that they will use their best efforts to encourage the prompt settlement of grievances. The orderly processes hereinafter set forth shall be used for the resolution of grievances.

## **B. Definition**

Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions that are specifically excluded from the Grievance Procedure. Matters concerning issues that do not involve provisions of this agreement will be handled as outlined in Section V.2 Resident Academic Action Policies, Grievance for GME residents in the [GME Trainee Manual and Benefits Guide](#).

## **C. Informal Procedure for Handling Grievances**

The Wayne State University School of Medicine GME programs encourage the participation of Employees in decisions involving educational processes and the learning environment. Such participation should occur in formal and informal interactions with peers, faculty and attending staff.

Efforts should be undertaken to resolve questions, problems and misunderstandings as soon as they may arise. Employees are encouraged to initiate discussions with appropriate parties for the purpose of resolving issues in an informal and expeditious manner.

The Program Director is designated to address issues deemed as complaints under this provision. Each program must have an internal process, known to the Program Director and Employees. In general Employees should:

1. first discuss the issue with their program director,
2. then, if reasonable discussion with the program director does not lead to resolution of the concern, bring the issue through the formal process.

## **D. Formal Process**

Filing of a Grievance: A grievance may be filed jointly by an individual member of the bargaining unit and by an authorized representative of the Union with the consent of the individual. Group grievances which have department-, division-, or bargaining-unit-wide effect may be filed by the Union at the appropriate step of the procedure provided that no grievance may be initiated at Step Two, unless specifically provided for elsewhere in this Agreement.

## **E. Formal Procedure**

1. **Step One:** The written grievance shall be lodged and discussed with the Designated Institutional Officer (DIO) within sixty (60) working days after the grievant(s) knew, or should reasonably have known, of the alleged violation. The supervisor shall notify and involve appropriate representatives of the Employer. Within seven (7) calendar days after receipt of the grievance, the Employer shall



meet with the grievant(s) and/or the Union in an effort to resolve the grievance. If requested, the Employer's decision shall be reduced to writing.

2. **Step Two:** If the Union is not satisfied with the decision in Step One, it may appeal the decision to the GME Committee within fourteen (14) calendar days. This appeal shall be in writing. Within fourteen (14) calendar days after receipt of the appeal, the GME shall investigate the grievance, meet with the grievant and Representative, work with all parties to develop a mutually agreeable resolution, and deliver a copy of this proposal to the Union.
3. **Step Three:** If the Union is not satisfied with the decision in Step Two, it may appeal the decision to the Faculty Affairs office of the Provost within fourteen (14) calendar days. This appeal shall be in writing. Within fourteen (14) calendar days after receipt of the appeal, the Faculty Affairs office of the Provost shall investigate the grievance and meet with the grievant and Union. A written answer to the grievance shall be forwarded by the Faculty Affairs office of the Provost to the Union with a copy to the grievant within fourteen (14) working days of the meeting.
4. **Step Four:** If the Union is not satisfied with the proposed resolution in Step Three, it may appeal the decision to an arbitrator. If the Union intends to proceed to Step Four, it must notify the President or their designee within twenty-one (21) working days of the receipt of the Step Three response. If additional time is needed, a request for an extension must be forwarded within the twenty-one (21)-day period.

Within twenty (20) days of such notification, a representative of the Union and a representative of the University's Office of the General Counsel shall confer for the purpose of selecting an arbitrator to arbitrate the dispute. In the event the parties are unable to agree upon the selection of an arbitrator, the selection shall be made in accordance with the then prevailing rules of the Federal Mediation and Conciliation Service (FMCS). FMCS will provide a panel of seven (7) arbitrators. The parties will strike names alternately until one (1) name remains, and that arbitrator will be appointed.

There shall be no formal rules of evidence, and the arbitrator shall operate in accord with the prevailing rules of the Federal Mediation and Conciliation Service. Each party may present its own witnesses.

The arbitrator's jurisdictional authority is defined and limited to the determination of a grievance as defined in the definition section of this Article, and limitations and exclusions to the arbitrator's authority contained in other Articles of this Agreement will also apply. The arbitrator shall have no power to add to or to subtract from or modify any of the terms of this Agreement, and their findings shall be consistent with the terms of this Agreement.

The arbitrator shall issue their decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.

The cost for the services of the arbitrator shall be shared equally by the parties.

## **Article 10 Labor Management Committee**

In the Interest of sound labor-management relations, the Union and the Employer agree to meet virtually or in person at agreed-upon dates, modality, and times for the purpose of discussing the matters described in the paragraph below and to permit the parties to leverage the expertise and insight of the Employees. The Labor-Management Committee shall be composed of an equal number of representatives from the Wayne State GME program and representatives from the Union unless otherwise agreed to for the purposes of specific meetings.

Initially, Labor-Management Committee (LMC) meetings will be held monthly if requested by either party. Furthermore, either party may request an LMC meeting if a special meeting is needed. At a reasonable time in advance of LMC meetings, the parties shall exchange agendas, including discussion topics described with sufficient specificity to allow the parties to prepare for such discussions, and lists of the names of persons who will attend. Subjects that may be discussed at these meetings shall include, but are not limited to, the following subjects:

1. Implementation and administration of the collective bargaining agreement (excluding matters covered by a grievance or other legal proceeding);
2. Changes which might affect bargaining unit members;
3. Information of general interest to the parties;
4. Alliance of Resident Physicians representatives' opportunity to share the concerns of their members and/or to make suggestions on subjects of interest to their members; and
5. Discussion of topics referred to the LMC by other Articles of this Agreement.

At the conclusion of discussion of each agenda topic, the parties will identify appropriate channels for communicating status reports and designate the party responsible for follow up. The parties will provide each other responses to items discussed at LMC meetings within thirty (30) days of the meeting, unless the parties mutually agree to a different time frame. The parties will maintain minutes from each meeting.

**Article 11**  
**Graduate Medical Education Committee (GMEC)**

- A.** The Union will have the ability to appoint all Employee representatives who serve on the GMEC. Each Employee member of the GMEC would receive a vote on the committee and the same voting rights as other committee members.
- B.** For the GMEC committee, the Union may appoint one (1) alternate Employee who will be eligible to participate in meetings if the primary representative is unable to attend a scheduled meeting. When the alternative representative will attend the committee meeting, the alternative representative will provide advance notice to the committee chair, if practicable.
- C.** Minutes, communications, and agendas of the GMEC committee will be available upon request to the Union.
- D.** The Union shall furnish the Employer with the names of the Employee member(s) it appoints to the GMEC committee. The Employer shall maintain an up-to-date master Committee member list and shall promptly notify the respective Committee Chair(s) of any Employee membership changes so that the appointed Employees will receive timely communications regarding Committee meetings and business.
- E.** When the GMEC 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 any Employee, whether or not members of this bargaining unit, employees in attendance may be excused from that portion of the committee meeting by the Chair of the Committee.
- F.** Program Directors will make all reasonable efforts to accommodate Employee attendance at committee meetings.

**Article 12**  
**Salary**

- A.** Salaries for Employees will be determined by the table below. Each Employees shall receive a promotion to the next higher level upon satisfactory completion of an academic training year as determined by the program.

LEVEL	FY25 Effective on Agreement Date	FY26 7/1/2025	FY27 7/1/2026
PGY 1	\$63,397	\$65,299	\$67,258
PGY 2	\$65,299	\$67,258	\$69,276
PGY 3	\$67,258	\$69,276	\$71,354
PGY 4	\$69,276	\$71,354	\$73,494
PGY 5	\$72,399	\$74,571	\$76,808
PGY 6	\$74,571	\$76,808	\$79,112
PGY 7	\$76,808	\$79,112	\$81,486
PGY 8	\$79,112	\$81,486	\$83,930

- B.** The initial assignment of an employee to a salary level, including when an Employee has changed from one residency program to another, shall be determined by the Employer on a reasonable and consistent basis. In making this determination, factors considered will include relevant and satisfactory training and experience.
- C.** In addition to the Employee salary the Employer shall continue to grant discretionary supplemental payments, rewards or reimbursement, as long as discretionary funds are available.
- D.** During the term of the agreement, an Employee who is appointed as a Chief Resident shall receive additional salary during the appointment period of not less than \$3750 per appointment year.

**Article 13  
Hours of Work**

**A. Definitions**

Clinical Work and Education hours are defined as all clinical and academic activities related to the training program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care including clinical work done from home, the provision for transfer of patient care, time spent in-house during clinical and educational activities such as conferences and moonlighting. Clinical Work and Education hours do not include reading, studying or academic preparation time such as time spent away from the patient care unit preparing for presentations or journal club.

**B. Provisions**

The Employer is committed to providing a supportive learning environment where sound academic and clinical education is carefully planned and balanced with

concerns for patient safety and Employee well-being. The Employer shall foster a culture of professionalism that supports patient safety and personal responsibility. The Employer will provide an educational and work environment which encourages Employees to raise and resolve concerns in a confidential and protected manner without fear of intimidation or retaliation.

Clinical responsibilities for each Employee will be based on PGY-level, patient safety, education, severity and complexity of patient illness/condition and available support services. Employee care for patients in an environment that maximizes effective communication utilizes inter-professional teams and ensures effective hand-over processes.

Employees shall be integrated and will actively participate in interdisciplinary clinical quality improvement and patient safety programs. Employees will be educated concerning the fulfillment of educational and professional responsibilities of physicians that include: scholarly pursuits, accurate completion of required documentation, identification of Employee mistreatment, and appearance for Clinical Work and Education appropriately rested and fit to provide the services required by their patients. Physicians must recognize that under certain circumstances, the best interests of the patient may be served by transitioning that patient's care to another qualified and rested provider.

Each program shall ensure that the learning objectives of the program are accomplished through an appropriate blend of supervised patient care responsibilities, clinical teaching and didactic educational events; and are not compromised by excessive reliance on Employees to fulfill non-physician service obligations.

Didactic and clinical education shall have priority in the allotment of Employee time and energies. Clinical Work and Education hour assignments must recognize that faculty and Employees, collectively, have responsibility for the safety and welfare of patients. Programs may adopt more restrictive Clinical Work and Education hour requirements which also apply to Employees rotating in that program.

### **C. Mandatory Time Free of Clinical Work and Education**

Clinical Work and Education hours shall be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities and all internal and external moonlighting. The maximum Clinical Work and Education period is 24 hours (24 hours plus four hours transition and education for a total of 28 hours. Additional patient care responsibilities must not be assigned to a Employee during this time).

Employees shall have time off from all educational and clinical responsibilities. Employees shall have 8 hours off between scheduled clinical work and education periods and shall have at least 14 hours free of clinical work and education after a 24-hour shift, inclusive of call.

In rare circumstances, after handing off all other responsibilities, an Employee, on their own initiative, may elect to remain or return to the clinical site in the following circumstances:

- to continue to provide care to a single severely ill or unstable patient;
- humanistic attention to the needs of a patient or family; or
- to attend unique educational events.

These additional hours of care or education will be counted toward the 80-hour weekly limit.

Employees shall be scheduled for a minimum of one day in seven free of Clinical Work and required Education (when averaged over four weeks). At home call will not be assigned on these days. One day is defined as one continuous 24-hour period free from all clinical, educational and administrative activities. Although the one (1) day free in seven (7) is averaged over a four-week period, the normal expectation and intent is that an Employee will not work more than two (2)-weeks without a day off. Employees acknowledge that in rare circumstances an employee may work for more than two (2) – weeks without a day off and this is not a grievable event.

#### **D. In-House Night Float**

Night float shall occur within the context of the 80-hour and one-day-off in-seven requirements. Each specialty may further specify the maximum number of consecutive weeks of night float, and maximum number of months of night float per year as determined by their respective Review committee.

#### **E. Maximum In-House Out-Call Frequency**

Employees shall not be scheduled for in-house call more frequently than every third night (when averaged over a four-week period).

#### **F. At-Home Call**

Time spent on patient care activities by Employees on at-home call shall count toward the 80-hour maximum weekly limit. The frequency of at-home call is not subject to the every-third-night limitation, but must satisfy the requirement for one day in seven free of clinical work and education when averaged over four weeks. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each Employee.

Employees are permitted to return to the hospital while on at-home call to provide direct care for new or established patients. These hours of inpatient care shall be included in the 80-hour maximum weekly limit.

## **G. Procedure**

Employee Clinical Work and Education hours will be self-reported through the residency management software. Employees will not be retaliated against for reporting work hours accurately or for reporting violations.

Faculty and Employee shall be educated to recognize the signs of fatigue and sleep deprivation and to employ procedures to prevent and counteract its potential negative effects on patient care and learning. Mandatory educational requirements on fatigue are assigned to Employee via an on-line course prior to their first year. The Employer shall have an educational program that educates Faculty and Employees about Clinical Work and Education hours and fatigue mitigation.

Each program shall adopt fatigue mitigation processes to manage the potential negative effects of fatigue on patient care and learning, including naps and back-up call schedules. In addition, each program must have a process to ensure continuity of patient care in the event that an Employee may be unable to perform their patient care duties.

Programs will encourage Employees to use alertness management strategies in the context of patient care. Strategic napping, especially after 16 hours of continuous Clinical Work and Education, is strongly suggested.

The Employer will ensure that all Employees have access to call rooms at each participating site and/or safe transportation options for Employees who may be too fatigued to return home safely.

## **H. Schedules**

The Employer recognizes that advance notice of work schedules is an important factor in an Employee's ability to manage their professional and personal responsibilities. The Employer will make every effort to ensure that the posted schedule, or another resource provided to the Employee, includes the dates of the assigned rotation or schedule, the location (name of building/suite), and anticipated start/end times.

It is understood that changes to posted schedules may be necessary due to unforeseen circumstances. Operational and patient care needs may require adjustments or additions to posted rotation call/work schedules from time to time, either prior to or during the rotation/block. Programs will attempt to minimize such changes. The Program Director retains sole final discretion to set and revise schedules, and to resolve scheduling disputes.

Programs and/or individuals with oversight of schedule development may establish and communicate procedures for the development of schedules. Employees are responsible for meeting any program timelines or requirements related to schedule requests. If the Employee does not submit their requests by the specified deadline,

they forgo the opportunity to have such requests accommodated for the applicable rotation/block. The parties acknowledge that unforeseen circumstances occur from time to time for both Employees and the Programs. Unforeseen urgent circumstances, which are expected to be rare, may be considered if an Employee misses a specific deadline for a schedule request. It is understood, however, that the Program will not delay the posting of schedules, nor incur significant additional burden to revise schedules that have already been developed, in order to accommodate late scheduling requests.

#### **Article 14 Uniforms**

Upon employment, unless provided by the clinical placement site, the Employer will provide two (2) white coats to each Employee for their use for the duration of their training program. These white coats will be personalized with the Employee's name embroidered, or affixed in another manner, for personal identification. A worn out or damaged coat may be exchanged by the Employee on a one-for-one basis as needed.

#### **Article 15 Orientation**

The Employer will provide orientation for new Employees at the beginning of employment. The Union will be provided with 30 minutes to make a presentation during this orientation.

The Union will be provided the opportunity to have face-to-face interaction with Employees at any in person on-boarding events for incoming Employees. The Union will be provided space at such events in a visible location and shall be permitted to distribute written literature.

For all incoming Employees, the Employer will provide each Employee with a hard-copy packet of information about the Union (created by the Union) during the onboarding process. Each year, no later than May 1, the Employer will notify the Union Of the approximate number of packets needed for this purpose. The Union will provide the packets to the Employer no later than June 1.

The Employer will not require incoming Employees to render services to the Employer prior to the employment start date. Standard prerequisites for entering Employment (e.g., Orientation) or training shall not be considered compensable services. The Employer will provide the opportunity for Employees to receive BLS, ACLS and/or PALS certification during the institutional orientation.



**Article 16**  
**Health and Safety**

The program directors will take reasonable steps to work with the participating clinical sites to make them aware of Accreditation Council for Graduate Medical Education (ACGME) common program requirements.

If an Employee reports a concern about health and safety to their Program Director, the Program Director will make a good faith effort to aid in the resolution of the matter.

**Article 17**  
**Facilities and Sleep**

The Employer shall make reasonable efforts to work with the hospitals to promote a healthy and safe and educational environment that provides for sleep/rest facilities that are safe, quiet, clean, and private, and that must be available and accessible for Employees, with proximity appropriate for safe patient care. For the purposes of this Article, “reasonable efforts” shall include regular written communications from the University to the appropriate hospital representative(s) or decision-maker(s) requesting that the hospital comply with the relevant contractual or accreditation standard.

Specifically, the Employer shall make reasonable efforts to work with the hospitals to meet ACGME standards and legislative requirements for both sleeping/rest facilities and lactation facilities. In addition, the Employer will identify lactation rooms within appropriate WSU university buildings.

**Article 18**  
**Impairment**

Program Directors and faculty shall monitor residents and fellows for evidence of impairment, and especially those related to depression, burnout, suicidality, substance abuse, and behavioral disorders. Further, it is also the responsibility of every individual—including Program Directors, faculty and Employees to report any licensed healthcare practitioner who may not be able to practice with reasonable skill and safety as a result of a physical or mental condition. This reporting requirement applies to anyone who observes that a physician may be impaired. Actual evidence of impairment is not required. Trainees may make this report to the Health Professional Recovery Program (HPRP) directly or may make their concerns known to the Program Director, Associate Program Director, Faculty member, GME Office or another responsible individual.

**A.** In the absence of patient harm, sexual misconduct, or professional misconduct, this reporting requirement shall be fulfilled by confidentially reporting the individual to the HPRP.

**B. Definitions**

1. Impaired or impairment means the inability or immediately impending inability of a health professional to practice his or her health profession in a manner that conforms to minimum standards of acceptable and prevailing practice for that health profession due to the health professional's substance abuse, chemical dependency or mental illness or the health professional's use of drugs or alcohol that does not constitute substance abuse or chemical dependency.
2. Substance abuse is the taking of alcohol or other drugs at dosages that place an individual's social, economic, psychological, and physical welfare in potential hazard or to the extent that an individual loses the power of self-control as a result of the use of alcohol or drugs, or while habitually under the influence of alcohol or drugs, endangers public health, morals, safety, or welfare, or a combination thereof.
3. Chemical dependency is a group of cognitive, behavioral, and physiological symptoms that indicate that an individual has a substantial lack of or no control over the individual's use of one or more psychoactive substances.
4. Mental illness is a substantial disorder of thought or mood that significantly impairs judgment, behavior, capacity to recognize reality, or ability to cope with the ordinary demands of life. Examples of mental health disorders include but are not limited to major depression, bipolar disorder, anxiety disorder and post-traumatic stress disorder.
5. Dual Diagnosis refers to persons who have signs of concurrent substance use and psychiatric disorders.

### **C. Procedure**

If concern is raised about an Employee, the Program Director should act quickly to perform a workplace intervention. In the absence of the Program Director, Department Chair, or Associate Program Director, any responsible faculty member may perform a workplace intervention. As part of this intervention a resident may be required to undergo a drug and/or alcohol test. Residents who refuse to be tested for drugs and/or alcohol will be considered to be insubordinate and will be subject to disciplinary action up to and including termination.

1. Prior to any drug test, an Employee has the right to speak with a Union representative before the test is performed, which they may do by phone, or in person at the test site.

If the Employee chooses to speak with a Union representative, they will be afforded a reasonable amount of time to do so subject to the following paragraph. After the Employee speaks with the Union representative, the Employer may proceed with the test.

In all cases, however, the Employer may proceed with the test thirty (30) - sixty (60) minutes following the initial notification of the intent to perform the test, regardless of whether or not the Employee has spoken with a Union representative and regardless of the length of time the Employee has spoken with the Union representative

An Employee who refuses to take a drug test may be subject to discipline.

- D.** Employees may be removed from participation in clinical duties and other professional activities and referred to HPRP should there be evidence of impairment.
- E.** The HPRP is solely authorized to determine fitness for duty and endorse the return to work (i.e., the resumption of training and clinical care responsibilities) of all Employees who are referred.
- F.** If HPRP determines that the Employee is not impaired, mention of the concern shall be removed from their personnel records and the Employee will be allowed to return to work without prejudice.
- G.** However, should HPRP conclude that an Employee is suffering from impairment; the Employee may be required to complete outpatient treatment with HPRP and/or may be referred to an outside facility for further evaluation and potential inpatient treatment. In this case, the Program Director must immediately take appropriate action, which may include:
  - 1. Suspension from Clinical Duties: This action will be considered if impairment may adversely affect the Employee's ability to provide safe patient care or may otherwise put the individual at risk for hurting him/herself or others.
  - 2. Leave of Absence: If inpatient treatment is indicated as a part of the treatment plan, the program may opt to place the Employee on a medical leave of absence and remove him/her from all patient contact and other program duties.

#### **H. Leave Status**

Employees who must undergo inpatient treatment and rehabilitation at an outside facility will automatically be placed on medical leave during this period. Depending on the duration of leave, the Employee may be required to extend his/her training in order to meet ACGME and/or Board minimum training requirements.

#### **I. Return to Work**

Employees who have been treated for impairment will require a full endorsement from both the treatment center and the HPRP before consideration will be given to their return to training. The program will make the decision about accepting an Employee back into training only after full consultation with HPRP and after review of the

Employee's previous academic performance. Employees will be required to agree to and sign a Return to Work Agreement, an agreement supplemental to the residency agreement that outlines conditions under which he/she may continue in the training program and any other matters specific to the individual resident's circumstances. In some cases, Employees may undertake limited duties as a part of the Return to Work Agreement. Due to the many risks to recovery inherent in the healthcare workplace, in some cases, return to training may not be recommended.

- J. Employees who are deemed able to return to training will be required to commit to a full monitoring program as determined by the HPRP. The HPRP will be responsible for arranging chemical, behavioral, and worksite monitoring that allows for the endorsement that the Employee is safe to practice. The program will allow reasonable accommodations for Employees to meet the requirements of this monitoring program.

An appropriate workplace monitor will be identified at each training site who will both provide and receive reports from the HPRP of the Employee's progress. The workplace monitor(s) will be responsible for making sure the Employee reports for work as required and will be the point person for any concern regarding the Employee. The workplace monitor may need to notify other faculty members or chief residents of the situation, although confidentiality will be maintained wherever possible.

#### **K. Financial Considerations**

Evaluation by the HPRP is at no cost to the Employee or referring program. If the HPRP determines further assessment or evaluation is required, the Employee may be referred to a substance abuse or behavioral health treatment facility. If the evaluation by HPRP or by another facility reveals evidence of substance abuse and/or other impairing condition(s), all costs for any additional assessment and subsequent treatment of the condition(s) will be the responsibility of the Employee. Medical insurance may cover some of these costs. The program will not be responsible for cost of the assessment, evaluation, or treatment, if required.

### **Article 19 Extreme Emergent Situations and Disasters**

- A. In the event of an extreme emergent situation or disaster impacting the graduate medical education programs sponsored by WSU, the Employer shall protect the well-being, safety, and educational experience of Employees.

#### **B. Definitions**

1. Extreme emergent situation is defined as a local event (such as a hospital-declared disaster for an epidemic) that impairs the ability of WSU to support Employee education or the work environment but does not rise to the level of an ACGME-declared disaster as defined by ACGME Policies and Procedures.

2. Disaster is defined as an event or set of events causing significant alteration to the ability of WSU to support many residency programs as defined by the ACGME policies and procedures (e.g. Hurricane Katrina).

### **C. Declaration of Extreme Emergent Situation**

A declaration of an extreme emergent situation may be initiated by the DIO in collaboration with the hospital chief executive officer, chief operating officer, chief medical officer, affected program directors and department chairs. The first point of contact for answers to questions regarding a local emergent situation shall be the GMEC/DIO. When possible, an emergency GMEC meeting will be convened to assess the situation.

### **D. Declaration of a Disaster**

When warranted, the ACGME chief executive officer, with consultation of the ACGME Executive Committee and the chair of the Institutional Review Committee, will make a declaration of a disaster. A notice will be posted on the ACGME website with all information relating to ACGME's response to the disaster.

### **E. Procedure for Extreme Emergent Situation**

Once a declaration of an extreme emergent situation is declared:

1. When possible, when requested by the Union, the Employer and the Union will meet to review the planned procedure to address the situation. Should the Union demand bargaining over mandatory subjects or impact on mandatory subjects, the parties will meet for that purpose which in emergent situations may be after the changes are put into effect.
2. Administrative support for all GME programs and Employees, as well as assistance for continuation of Employee assignments, will be provided to all programs.
3. Employees are, first and foremost, physicians, whether they are acting under normal circumstances or in an extreme emergent situation. Employees are expected to perform according to their degree of competence, level of training, scope of license and context of the specific situation.
4. Employees will not be first-line responders without consideration of the need for appropriate supervision based on the clinical situation and their level of training and competence.
5. Employees at an advanced level of training who are fully licensed in the state of Michigan may provide patient care independent of supervision based on the rules and policies of the institution.

6. The following will be taken into consideration regarding an Employee's involvement in an extreme emergent situation:
  - a. The nature of the health care and clinical work that an Employee will be expected to deliver.
  - b. The Employee's level of post-graduate education, specifically regarding specialty preparedness.
  - c. Employee safety, consideration of their level of training, associated professional judgment and the nature of the situation.
  - d. Board certification eligibility during or after a prolonged extreme emergent situation.
  - e. Reasonable expectations for duration of engagement in the situation.
  - f. Self-limitations according to the Employee's maturity to act under significant stress or duress for an extended period of time.

#### **F. Procedure for When a Disaster is Declared**

1. When possible, when requested by the Union, the Employer and the Union will meet to review the planned procedure to address the situation. Should the Union demand bargaining over mandatory subjects or impact on mandatory subjects, the parties will meet for that purpose, which in disaster situations may be after the changes are put into effect.
2. Administrative support for all GME programs and Employees, as well as assistance for continuation of Employee assignments, will be provided to all programs.
3. The Employer will take steps to maximize the likelihood that Employees will be able to complete program requirements within the standard time required for certification in that specialty. To maximize the likelihood that residents will be able to complete program requirements transfer to another program may be necessary to provide adequate educational experiences to residents and fellows.
4. If the Employer can no longer provide an adequate educational experience for Employees, it will, to the best of its ability, arrange for the temporary/permanent transfer of Employees to programs at other sponsoring institutions until such time as the participating institution is able to resume providing the experience. Notification of placement will be communicated to Employees no less than 10 days after the declaration of the disaster.

5. Employees who transfer to other programs as a result of a disaster will be provided by their program directors an estimated period necessary for relocation within another program. Should that initial time estimate need to be extended, the program director will notify the Employee via written or electronic communication of the estimated period of the extension.
6. To the extent possible, the Employer shall provide the appropriate administrative support to re-establish a permanent educational experience that meets the standards of the ACGME as quickly as possible. If this cannot be achieved within a reasonable amount of time following the disaster, WSU will take appropriate steps to arrange permanent transfers of Employees to other accredited programs.
7. If more than one program/institution is available for temporary or permanent transfer of a particular Employee, the preferences of each Employee shall be followed.

## **Article 20 Staff Reductions**

After commencing work, an Employee shall not be laid off for economic reasons or lack of work during the Employee's current appointment year, except as provided in this Article.

The Employer intends to make a good-faith commitment not to lay off an Employee during the course of their training program. 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 Union 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 a reasonable effort to provide notification by November 1, prior to a July 1 reduction.

The Employer shall allow Employees already in an affected ACGME-accredited program(s) to complete their education or assist them in enrolling in (an)other ACGME-accredited program(s) in which they can continue their education.

## **Article 21 Benefits**

### **A. Employee Assistance Program**

The Employer shall provide an Employee Assistance Program (EAP) to all Employees.

The Employee Assistance Program shall provide at no cost confidential professional counseling, education, and referral services to Employees regarding, but not limited to the following:

- marital and family problems

- child or adult care issues
- alcohol and/or drug abuse
- balancing work and family
- depression and anxiety
- work-related concerns
- financial or legal problems
- career transition issues
- personal growth and development

The EAP is designed to help Employees with personal problems or work situations.

## **B. Health Benefits**

The Employer will continue to offer the following medical insurance plans:

- Blue Cross & Blue Shield (Traditional Plan)
- BCBSM (PPO)
- Health Alliance Plan (HMO)
- Blue Care Network (HMO)
- Priority Health Care (HMO)

All medical insurance will become effective on the first (1st) day of the month coinciding with or next following the date of employment.

## **C. Vision Plan**

WSU shall continue to offer two plan options: Basic or Enhanced. The Employer shall contribute an amount equal to 50% of the Basic Plan premium.

## **D. Dental Insurance**

The Employer shall continue to provide a comprehensive dental insurance plan with the Delta Dental Plan of Michigan. The Employer shall contribute an amount equal to 75% of the Basic Dental Plan.

## **E. Other Eligible Person Benefits**

WSU shall provide the opportunity to purchase medical/vision and dental coverage for other eligible persons as defined on the ratification date of the Agreement.

Wayne State University will make available to members of the bargaining unit the existing Other Eligible Person benefits program, as set out below.

Eligibility:



Under this program, a represented employee who does not already enroll a spouse for medical, dental and/or tuition benefits may enroll one (1) other eligible person (“OEP”) if ALL of the following eligibility criteria are met:

The OEP is an adult, age twenty-six (26) or older;

The OEP currently resides other than as a tenant in the same residence as the employee and has done so for the eighteen (18) continuous months prior to the individual’s enrollment;

The OEP is not a “dependent” of the employee as defined by the IRS; and  
The OEP is not related by blood or by marriage.

Children who qualified as WSU-defined dependents by an employee’s OEP are also eligible for benefits.

Eligibility to continue coverage for the OEP ceases at the end of the month in which the above criteria are not met. Employees must immediately notify Wayne State University’s Division of Human Resources of a change in eligibility as the OEP, COBRA continuation coverage for the individual will not be available.

Ineligibility:

The following individuals do not fall within the eligibility criteria for this program: spouse, children, grandchildren, parents, grandparents, siblings, nieces, nephews, aunts, uncles, cousins, landlords, renters, boarders, and tenants of employees.

## **F. Flexible Spending Accounts**

Employees may continue to make contributions to FSAs as arranged by the Employer.

## **G. Discounts**

The Employer will continue to provide benefit eligible employee options for Long-Term Care insurance and access to Fitness Center Memberships at the faculty/staff rate.

## **H. Life Insurance**

The Employer shall provide Basic Life Insurance (equal to 1x an Employee’s annual salary) at no Employee cost. Employees shall have the option to increase their life insurance by purchasing amounts up to 4x salary. The plan shall include accidental death & dismemberment Insurance.

## **I. Disability Coverage**

The employer shall provide Short-Term Disability leave for illness.

The long-term disability (LTD) benefit shall provide a monthly income benefit equal to 66 2/3% of an Employee's monthly base salary up to a maximum benefit of \$7,000 per month. Benefits will begin after 180 days of being disabled and are offset by other income benefits associated with an Employee's disability. Eligibility for long-term disability insurance goes into effect on the first of the month of which an Employee's status is 50% time or greater service in an eligible e-class.

## **J. Retirement Plans**

All Employees, any time after their date of hire, may participate in the retirement program on an individual basis with University contribution. The university contributions begin after you are age 26 and agree to make employee contributions of at least 1%. The Employer match shall start at a one percent (1%) employee contribution and increase on a 2-for-1 basis, up to a five percent (5%) employee contribution (ten percent [10%] maximum University contribution).

- 403(b) Retirement Savings Plan: University contributions will be vested after 2 years of service. An Employee's accumulated university contributions and related earnings will revert back to the university if they terminate from WSU before you, they have 2 years of service.
- 457(b) Retirement Savings Plan: offered to any employee that is eligible for the 403(b) Plan but does not offer University contributions or loan options.

## **K. Software**

Employees shall have access to Office 365 free of charge to install on personal computers and tablets. Employees shall also be eligible for other free and discounted software as currently provided or as may be added.

## **L. Tuition Assistance**

The Employer shall provide an employee tuition Benefit that pays 100% of the cost of tuition, regular registration fee, and Student Services Fee (formerly Omnibus), for eligible employees. All other fees are the responsibility of the student. The Reduced Tuition for Spouse/Child of Employee benefit shall pay 50% of the cost of tuition only for an eligible spouse/child of an Employee. Coursework for the MD, JD or Phar.D. programs is not covered.

## **M. Professional Organization Dues**

All Employees shall be automatically enrolled in the following professional organizations upon starting with their WSU School of Medicine Residency Program. Organization dues will be paid by the Employer.

- American Medical Association (AMA)
- Michigan State Medical Society (MSMS)
- Oakland County Medical Society (OCMS)
- Wayne County Medical Society of Southeastern Michigan (WCMSSM)
- Wayne State University School of Medicine Alumni Association (Membership for one year following completion of residency training program)
- At least one Program-specific Organization, such as American College of Physicians (ACP) and American Society of Anesthesiologists (ASA). Which program-specific organizations to cover will be decided on by the program director.

#### **N. Professional Liability Insurance**

Professional liability insurance will be provided and maintained at no Employee cost by the Employer for professional activities undertaken in the scope of employment.

#### **O. Wellness Warriors**

Employees may enroll at no cost in the Employer’s Wellness Warriors program to the extent that a program is offered to employees.

#### **P. Transportation**

The Employer is committed to providing safe transportation options for Employees who may be too fatigued to safely return home when operating their own vehicle.

Taxi/Uber/Lyft receipts shall be reimbursed under this circumstance. Employees who need to return to the facility to retrieve their vehicles by taxi/Uber/Lyft shall also be reimbursed for the additional expense by their program.

#### **Q. Professional Development**

All Employees shall be eligible for five (5) days (up to 40 hours) annually for professional development activities, prorated based on appointment, except that no Employee shall receive less than three (3) days (equal to 24 hours) annually. For example, a 0.5 FTE is prorated at 0.5 x 5 days for a maximum of 2.5 days (rounded up to 3). When prorating continuing medical education days by appointment fraction, all partial days should be rounded up to the next full day.

The Employer will continue to provide professional development funds according to current practice as long as funds are available.

### **Article 22 Holidays**

- A.** If a clinical site observes these holidays, employees will be eligible for holiday pay:

- New Year's Day
- Dr. Martin Luther King Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day

**B.** A floating Holiday (one day) may be scheduled at the option of the Employee with the approval of the program director.

**C.** A holiday will commence at 12:00 AM on the calendar date of the holiday and will continue for the twenty-four (24) hour consecutive period until 12:00 AM the day after the holiday.

**D.** To the extent practicable, the Employer will make reasonable attempts to schedule these days free of responsibilities for Employees.

**E. Substitutions**

Because other days may be of more significance than a University-designated Holiday, an Employee, with prior approval of the program director, may substitute up to three days of their own choice for any three of the University-designated Holidays within the academic year in which the University designated Holidays fall. Written notification of substitution(s) must be given by the Employee to their immediate supervisor on or before July 1st of each fiscal year. The provisions of paragraph F will apply to the substitute Holiday and not the University-designated Holiday.

**F.** The employer shall reasonably accommodate an Employee's request for observances of religious holidays. Employees shall make sure requests not less than sixty (60) days in advance of the religious observance.

**Article 23  
Bereavement Leave**

**A. Death in the Immediate Family**

Employees shall be eligible for up to a total of five consecutive workdays of paid leave per each death of a member of the immediate family. Such hours should be reported as "Death in the Immediate Family."

Immediate family member shall be defined as: Husband, wife, father, mother, brother, sister, son, step-son, daughter, step-daughter, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-

law, and son-in-law. Aunts, uncles, nieces, nephews, and cousins shall be considered members of the immediate family only if living in the employee's immediate household.

An Employee who has experienced a pregnancy loss, as either an expectant birth parent or non-birth parent, may utilize such leave.

## **B. Funeral Not in the Immediate Family**

Employees shall be eligible for up to one workday of paid leave for attendance at the funeral of a person not in the immediate family. Such hours should be reported as "Funeral Not in the Immediate Family."

## **Article 24 Time Away From Residency**

### **A. Effect upon the Graduate Medical Education Program**

Promotion or program completion of a GME program may be affected by time off, based on the length of leave and the educational requirements of the program. Accreditation agencies and specialty colleges may have specific requirements regarding the amount of time a resident must be engaged in training to qualify for promotion, program completion or board certification. Information related to eligibility for specialty board examinations is available through each specialty college and may be accessed through the ABMS ([www.abms.org](http://www.abms.org)). The program director must inform the resident of any specialty-specific board requirements that may be impacted by any leave of absence or excessive time away from the program.

### **B. Paid Leaves**

All paid leave is available beginning the first day of the Employee's program and can be taken intermittently or consecutively, in consultation with the Employee's Program Director.

#### **1. Vacation Bank**

Employees shall be eligible for 150 hours (20 weekdays) of time off from their residency for vacation per contract year.

- a. All vacation time must be approved in advance by the program director or their designee.
- b. Requests for vacation time will not be unreasonably denied.
- c. Vacation time does not accumulate and must be used by the end of the residents' PGY anniversary date.

d. There will be no vacation bank payout upon termination or graduation.

## 2. Illness/Disability Leave

a. Employees shall be eligible for 165 hours (22 days) of illness/disability leave per year. An additional 165 hours shall be placed into an Employee's illness/disability bank every anniversary date.

b. The maximum accrual of the illness/disability bank shall be 990 hours (132 days).

c. Illness/Disability bank can be utilized immediately.

d. There will be no disability payout upon termination or graduation from the program.

## 3. Personal Leave

Employees shall be eligible for 15 hours (two days) per year, after initial six months of service, that may be used for any purpose.

## 4. Emergency Care

Employees shall be eligible for 15 hours (two consecutive days) of emergency care for immediate family, per occurrence. Immediate family member shall be defined as: spouse, parent, sibling, child, step-child, grandparent, grandchild, parent-in-law, sibling-in-law, and child-in-law. Siblings of parents, children of siblings, and cousins shall be considered members of the immediate family only if living in the employee's immediate household.

## 5. Examinations

Employees shall receive time off without loss of pay to take examinations required by Programs or as part of their Board requirements, including any required subspecialty in-service exams. The Employer will provide time off work with pay to a Employee in a residency program to take the USMLE Step 3 or COMLEX Level 3 examination (no more than two (2) days) and this time will not count as usage of vacation, or other paid time off, as long as the Employee has collaborated with the Program Director regarding the time period for which the test will be scheduled.

## 6. Conferences

Will be eligible for a minimum of five days off without loss of pay to attend conferences as specifically approved by the Program Director or Program Director's designee.

## 7. Training

Employees will receive time off without loss of pay to recertify for Basic Life Support (BLS), Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program (NRP), or Advanced Trauma Life Support (ATLS) courses as may be required by their current training program. These recertifications will be offered at no cost to the Employee in accordance with guidelines established by the Employer. If an employee needs to take any of these courses privately, they will have to pay up front but will then get reimbursed by their program.

The Employer will make reasonable efforts to provide Employees with electronic or other written reminders of recertification deadlines at least six (6) months in advance, but it remains the responsibility of the Employee to track and fulfill their recertification obligations.

## 8. Interview Time

When approved by the program director, Employees shall be granted paid time off for attending job and fellowship interviews.

## 9. Civic Duty

Employees shall be granted paid time off to serve their civic duties, including, but not limited to, presenting themselves for jury duty.

When residents receive a summons, subpoena or other legal notice for appearance, they must notify their supervisor promptly. If their continued presence is crucial to the operation of the department, the supervisor authorized to furnish a letter (addressed to the presiding judge) requesting that the resident be excused and providing a full explanation for that request. If that request is denied, the Employee shall be granted time to appear without loss of pay or benefits. Proof of appearance may be required by the Employer.

## 10. Medical/Parental/Caregiver Leave

The Employer will provide Employees with a total of six (6) weeks of approved medical, parental, and caregiver leave(s) of absence during an Employee's ACGME-accredited program. This time will be covered with full pay, but the Employee must utilize the appropriate paid time off (PTO) (i.e., illness/disability leave and/or vacation) to be run concurrently with the Medical/Parental/Caregiver leave, with the exception that the resident will retain 1 week of PTO that will be reserved for use outside of the six (6) week leave.

a. Medical/Parental/Caregiver leave can be taken for the following reasons:

- i. The birth of a child and to bond with the newborn child within one (1) year of birth.
  - ii. The placement with the Employee of a child for adoption or foster care and to bond with the newly placed child within one (1) year of placement.
  - iii. A serious health condition that makes the Employee unable to perform the functions of their job.
  - iv. To care for the Employee's spouse, child, or parent who has a serious health condition.
- b. An Employee who gives birth by Cesarean section shall receive an additional two (2) weeks of paid Illness/Disability Leave for physical recovery, pursuant to Section C of this Article.
- c. Medical/Caregiver/Parental Leave will run concurrently with leave under the Family and Medical Leave Act (FMLA) to the extent the Employee is entitled to such leave. The procedure to request FMLA is outlined in section M.1 below.
- d. Anticipated Dates for Medical/Parental/Caregiver leave shall be provided by the Employee to the Employee's program director, if possible.
- e. The Employer will provide reasonable accommodations, as required by federal law, to accommodate any health care needs that may arise during the course of an Employee's pregnancy and as a result of childbirth. All accommodation requests must be submitted to the OEO office as outlined in University guidelines.

## **C. Unpaid Leaves**

### **1. Family Medical Leave Act (FMLA)**

- a. Employees shall be eligible to take up to 12 weeks of job-protected unpaid leave, or substitute appropriate paid leave if earned, for a family or personal serious health condition that qualifies under the FMLA or to care for a child or newly adopted child.
- b. Prior to taking FMLA leave, the Employee should, when possible, give 30-days' notice to their program director. In situations where the need for FMLA is not foreseeable, Employees should give written notice to the program director as soon as practicable.
- c. Employees should then arrange the leave through the [FMLA source website](#).
- d. Employees who take FMLA leave because of their own serious health condition or to give birth to a child, must first exhaust Disability and Vacation leave.



- e. Employees who take a service member family leave or a leave for the birth, adoption or foster care of a child or to care for a seriously ill spouse, child, or parent, must use all accrued vacation before being eligible for unpaid leave.
- f. Procedure to request FMLA. The employee should discuss the need for FMLA with the program director. In the case of foreseeable FMLA, a trainee must give 30-days' notice to their program director. In situations where the need for FMLA is not foreseeable, trainees are required to give written notice to the program director as soon as practical. After informing their program of their need to take FMLA the resident must: call 1-877-GO2- FMLA (1-877-462-3652), or log onto [FMLASource](#) or [WSU's FMLA webpage](#) to start the leave process. FMLA paperwork must not come to Program directors, Coordinators or the GME office. Once the resident makes a request in the FMLA Source website; the system generates all documents needed — for example notification and approval/denial of FMLA. Those notices will be sent to HR and the GME office, so they can forward information to the Program as necessary. Although leave under FMLA is unpaid, Employees may be entitled to concurrent paid leave, such as Medical/Parental/Caregiver Leave.

## 2. Personal Leave

Employees shall be eligible to take a personal leave of absence after one (1) year of service.

- a. This type of leave is not related to FMLA leaves.
- b. Vacation time must be exhausted while on a personal leave. Once vacation time is exhausted the remaining leave will be unpaid, medical benefits may be terminated once an employee is absent without pay for more than 20 working days.
- c. Prior to taking personal leave, the Employee should, when possible, give 30-days' notice to their program director. In situations where the need for such leave is not foreseeable, Employees should give written notice to the program director as soon as practicable.
- d. In a medical emergency, a verbal notice shall be acceptable, with written doctor's note submitted subsequently as soon as practicable.

## 3. Military Leave

An Employee shall be granted a leave of absence without pay for the period of required active duty when they (1) are inducted for active duty military service through the selective service system or (2) volunteer for active duty military service rather than being inducted or (3) are assigned to alternate service through the selective service system in lieu of being inducted. Following such a leave of

absence, an Employee who 1) receives a certificate of satisfactory completion of service; 2) applies for reinstatement within ninety (90) days after release from active duty; and 3) is still qualified to perform as an Employee shall be returned to Employee responsibilities and duties at the appropriate level.

- D. When an employee is on leave, the Employer shall provide for coverage of their duties without increasing the workload of other Employees. Employees shall not be required or expected to make up time on paid leave by performing extra work. However, as outlined in section 1, taking paid time off can delay completion of the residency program.

## **Article 25 Evaluations**

### **A. Definitions**

1. Feedback is ongoing information provided regarding aspects of an Employee's performance, knowledge, or understanding.
2. Formative Evaluation is monitoring Employee learning and providing ongoing feedback that can be used by Employees to improve their learning in the context of provision of patient care or other educational opportunities. More specifically, formative evaluations will help:
  - a. employees identify their strengths and weaknesses and target areas that need Work;
  - b. program directors and faculty members recognize where Employees are struggling and address problems immediately.
3. Summative Evaluation is evaluating an Employee's learning by comparing it against the goals and objectives of the rotation and program, respectively. Summative evaluation shall be utilized to make decisions about promotion to the next level of training, or program completion.
4. Feedback and Formative evaluation shall not be utilized to make decisions about promotion to the next level of training, or program completion.

### **B. Provisions**

1. End-of-rotation and end-of-year evaluations may have both summative and formative components. Information from a summative evaluation can be used formatively when Employees or faculty members use it to guide their efforts and activities in subsequent rotations and to successfully complete the residency program.

2. Feedback, formative evaluation, and summative evaluation compare intentions with accomplishments, enabling the transformation of a neophyte physician to one with growing expertise.
3. Faculty members shall directly observe, evaluate, and frequently provide feedback on Employee performance during each rotation or similar educational assignment.
4. An Evaluation will be documented at the completion of the assignment.
5. For block rotations of greater than three months in duration, evaluation shall be documented at least every three months.
6. Longitudinal experiences, such as continuity clinic in the context of other clinical responsibilities, shall be evaluated at least every three months and at completion.
7. The Employer shall provide an objective performance evaluation based on Competencies and the specialty-specific Milestones, and shall:
  - a. use multiple evaluators (e.g., faculty members, peers, patients, self, and other professional staff members); and,
  - b. provide that information to the Clinical Competency Committee for its synthesis of progressive Employee performance and improvement toward unsupervised practice.
8. The program director or their designee, with input from the Clinical Competency Committee, shall:
  - a. meet with and review with each Employee their documented semi-annual evaluation of performance, including progress along specialty-specific Milestones;
  - b. assist Employees in developing individualized learning plans to capitalize on their strengths and identify areas for growth; and,
  - c. develop plans for Employees failing to progress, following institutional policies and procedures.
9. At least annually, there shall be a summative evaluation of each Employee that includes their readiness to progress to the next year of the program, if applicable.
10. The evaluations of an Employee's performance shall be accessible for review by the Employee.
11. Final Evaluation

- a. The program director shall provide a final evaluation for each Employee upon completion of the program.
- b. Specialty-specific Milestones, and when applicable specialty-specific Case Logs, must be used as tools to ensure Employees are able to engage in autonomous practice upon completion of the program.
- c. The final evaluation must
  - i. become part of the Employee's permanent record maintained by the institution, and must be accessible for review by the Employee in accordance with Article 29, "Personnel Records."
  - ii. verify that the Employee has demonstrated the knowledge, skills, and behaviors necessary to enter autonomous practice; and,
  - iii. be shared with the Employee upon completion of the program. (Core)

12. Evaluation of faculty shall include written, anonymous, and confidential evaluations by Employees.

### 13. Promotion/Reappointment

- a. The Employer shall clearly delineate, in writing, requirements for promotion/completion of residency training, in addition to specialty specific Residency Review Committee (RRC) requirements. The requirements shall include but are not limited to:
  - i. Satisfactory completion of all training components per PGY-level as determined by the ACGME
  - ii. Satisfactory Performance Evaluations
  - iii. Full compliance with the terms of the residency agreement of appointment
  - iv. Documentation of passage of appropriate licensing examinations (see USMLE and Complex examination policy)
- b. Program appointment, advancement, and completion are not assured or guaranteed to the Employee. Promotion to the next level of training is based on the achievement of program-specific competence and performance parameters via evaluation, including specialty specific Milestones, as determined by the program director and/or Clinical Competency Committee (CCC). Unsatisfactory Employee performance can result in discipline or dismissal in accordance with Article 26, "Discipline."
- c. Employees shall be reappointed for a period of not more than one (1) year.

14. Resignation from the Program: Employees who desire to voluntarily leave the program prior to completion necessary for certification of the specialty are

expected to discuss this action with the program director at the earliest possible time, preferably by January 1 of the current training year. In this circumstance, Employees are expected to complete the training year of their current appointment, unless an earlier resignation is mutually agreed upon by the Employee and the program director.

## **Article 26 Discipline and Discharge**

The Employer may engage in the discipline, including the disciplinary discharge, of a bargaining-unit member only for just cause.

For any discipline, the Employer will follow the process as outlined below and as consistent with just cause. This article only refers to discipline or discharge by the Employer and no discipline or discharge by any specific hospital placement.

Employee Program appointment, advancement, and completion are not assured or guaranteed to the Employee but are contingent upon the Employee's satisfactory demonstration of progressive advancement in scholarship and continued professional growth. GME programs will provide evaluations and feedback to all Employees to guide their professional growth along all competencies defined by the Accreditation Council for Graduate Medical Education (ACGME). An Employee's failure to respond constructively to feedback can result in required remedial activities, temporary suspension from duties, non-promotion, non-renewal of appointment, or termination of appointment and residency education.

The Employer shall apply a consistent and equitable approach when an Employee fails to meet the academic expectations of a program.

The Employer recognizes Employees' unique and multiple roles in the system. It shall maintain a training environment where teaching, learning and improvement are supported. This procedure outlines an improvement process based on timely and documented feedback to address performance and/or behavior issues.

Program Directors have the primary responsibility to monitor the Employee's progress in conjunction with the CCC and take appropriate academic and administrative disciplinary actions based on the Employee's performance in accordance with all ACGME core competencies.

This procedure provides guidance in addressing Employee performance and/or behavior issues, as well as facilitates decision-making. The parties recognize that some issues are more serious than others, and therefore require a more serious action. The steps in the process may not be sequential in cases of severe misconduct.

## A. Definitions

1. Performance Improvement Plan (PIP): A PIP is designed to improve an Employee's proficiency or correct a deficiency in one or more ACGME Core Competencies. This is an educational tool to correct areas of unsatisfactory performance by an Employee.

A written document which:

- a. Identifies the specifics of the deficient performance and/or behavior.
- b. Documents the Employee's response to concerns.
- c. Defines specific remediation expectations/goals and evaluation metrics.
- d. Specifies strategies for improvement.
- e. Establishes a timeline for evaluation and feedback.
- f. Consequences of success and failure.
- g. Specifies a date for a follow-up meeting to determine whether the PIP has been successfully resolved or not.
- h. Signed by both the program director and the Employee and placed in the Employee's file. Signature by the Employee indicates that the PIP has been reviewed with the Employee; it does not indicate agreement by the Employee. If the Employee refuses to sign the PIP, the program director shall document such refusal.

A Performance Improvement Plans shall not be disclosed to a third party in response to requests for information about the Employee.

PIPs may not be grieved through the Grievance and Arbitration Process (Article 9).

2. Letter of Concern: A Letter of Concern is documentation that describes serious issues of Employee performance or behavior that requires remediation. In addition, any written complaint by a patient, sentinel event, or professional liability lawsuit may trigger a Letter of Concern if an investigation substantiates a serious issue of performance or behavior.
3. Immediate Suspension from Clinical Responsibilities Pending Investigation: An Employee will automatically be removed from patient care activities for any of the reasons listed below following written notification.

- a. Lack of an Educational Limited or Permanent license in the State of Michigan.
- b. Failure to obtain or maintain credentials required for the clinical practice.
- c. Failure to complete required orientation and/or annual training requirements.
- d. Failure to comply with the Moonlighting Provisions of this Agreement.
- e. Failure to comply with the WSUGME USMLE and COMLEX Examination Policy.
- f. Removal from payroll due to failure to maintain proper immigration status for legal employment as an Employee at Wayne State University.

This provision does not preclude a program from immediately suspending an Employee for other reasons not set forth in the above list when the program determines that such action is necessary pending investigation, provided such action is consistent with just cause.

Immediate Suspension from Clinical Responsibilities Pending Investigation may be grieved through the Grievance and Arbitration Procedure (Article 9) and shall not be disclosed to third parties in response to requests for information about the Employee.

4. Probation: Probation is a period during which an Employee is required to correct substandard performance or behavioral issues, violations of educational standards or policy, or inability to remediate a letter of concern or performance improvement plan. Probation becomes a permanent designation in the Employee's file, and will be disclosed to third parties in response to requests for information about the Employee. Placement on Probation may be grieved through the Grievance and Arbitration Procedure (Article 9).
5. Renewal Without Promotion: A residency program may determine an Employee has not performed to a level that would allow the Employee to progress to the next year of their training program. The program may in that case ask the Employee to repeat the year, or a portion of that year, at the same Program year level. This would be reflected on their certificate of completion and therefore disclosed to third parties in response to requests for information about the Employee. Renewal Without Promotion may be grieved through the Grievance and Arbitration Procedure (Article 9).
6. Non-Renewal of Appointment: Non-Renewal means the training program has decided not to offer a contract to the Employee for the next academic year or training period for failing to maintain academic and/or other professional standards required to progress in or complete the program. Non-renewal of Appointment becomes a permanent designation in the Employee's file, may be grieved through

the Grievance and Arbitration Procedure (Article 9), and will be disclosed to third parties in response to requests for information about the Employee.

7. Dismissal: Dismissal involves immediate and permanent removal of the Employee for failing to maintain academic and/or other professional standards required to progress in or complete the program. Consistent with just cause standards, dismissal is typically preceded by sufficient notice to the Employee that there are significant deficiencies in the knowledge, performance, or behaviors and potentially by previous disciplinary actions. However, in cases of serious misconduct, failure to meet employment eligibility requirements as listed above in section 3, and/or serious patient care issues, there may not be any preceding disciplinary action prior to an Employee being terminated. Dismissal becomes a permanent designation in the Employee's file, may be grieved through the Grievance and Arbitration Procedure (Article 9), and will be disclosed to third parties in response to requests for information about the Employee.

## **B. Procedures**

### **1. PIP**

The Program Director will meet at least semi-annually with each Employee and formalize a PIP as recommended by the Clinical Competency Committee (CCC) for the next 6-month training period. The PD may elect to formalize additional PIPs at any time to address shortcomings in an Employee's performance or growth. All PIPs shall have specific goals and timelines such that a follow-up meeting will result in the formal resolution of the PIP.

### **2. Letter of Concern**

The Program Director on recommendation from the CCC will:

- a. Meet with the Employee and provide him/her with a Letter of Concern.
- b. Provide the Employee with a copy of the Performance Improvement Policy.
- c. Ensure that the Employee understands that failure to adequately address the letter of concern as evidenced by repeated behaviors may lead to progressive discipline including probation, suspension, non-renewal of appointment, or dismissal.
- d. The program director may issue more than one Letter of Concern.
- e. Letters of concern can be made part of the file at the discretion of the program director if complete remediation is not achieved.



- f. Letters of Concern that are subject to disclosure may be grieved through the Grievance and Arbitration Procedure. A reference to a letter of concern in a subsequent disciplinary document does not constitute disclosure.

### 3. Immediate Suspension from Clinical Responsibilities:

The period of removal pending investigation of a failure to meet employment eligibility requirements as listed above in section 3 will extend until the deficiency described is resolved as decided on by the CCC or until determination by the Program that the allegation is unfounded. During the investigation, Employees may be assigned to non-clinical duties or placed on paid or unpaid leave.

Employees who become ineligible for employment at Wayne State University due to changes in their immigration status will be removed from the active payroll and may not work in any capacity, including volunteer work, at the Wayne State University or WSU SOM. They will be placed on inactive, unpaid status until their work eligibility status is resolved.

### 4. Probation

Probation is a serious academic action that is taken in response to substandard performance or behavioral issues, violations of educational standards or policy, or inability to remediate a letter of concern.

The Program Director after conferring with the CCC and DIO will:

- a. Notify Employees in writing of their probationary status and provide them with documentation of Probation which will include: the reasons for the probationary status, the expectations that must be satisfied to remediate the probationary status, and the time limit for satisfactory remediation. The probationary and remedial period together should not be less than 30 days in length and may last as long as 12 months if appropriate (such as in the case of academic probation for yearly board exams, etc.). For ethical misconduct or substance abuse, an Employee may be placed on probation indefinitely through the remainder of the training program.
- b. Provide the Employee with a copy of this Article.
- c. Ensure that the Employee understands that probation is a permanent designation in the individual's file and is disclosed to third parties in response to requests for information about the Employee.
- d. Ensure that the Employee understands that if the unacceptable performance and/or behavior is not corrected in the specified time, or if, while on probation there is another occurrence of unacceptable performance and/or behavior, the next step may be non-renewal of appointment or dismissal.

- e. Meet with the Employee regularly during the probationary period to formally review the Employee's progress. (Meetings may be held more frequently if deemed necessary.)
  - f. During and at the end of the probationary period the CCC will review the Employee's progress and determine whether satisfactory improvement has been made based on information obtained from various sources and results relating to terms of remediation outlined in the Probation, which may be solicited from hospital/clinic and/or WSU faculty/staff /peers of the Employee. If improvement has been unsatisfactory during the probation period, the Employee may be (1) continued on probation for a specific period of time not to exceed an additional six months or (2) dismissed. Any Employee who is placed on probation for a third time for any reason may be continued on probation indefinitely, through the remainder of the training program, or dismissed without further notice.
    - i. When consistent with just case standards, there are limited circumstances where the period of probation may be indefinite and could be imposed for the remainder of the program. These circumstances include, but are not limited to, substance abuse and ethical misconduct. Examples of ethical misconduct include, but are not limited to, sexual harassment, patient abandonment, abuse of prescribing privileges and unlawful discrimination.
    - ii. Any substance abuse will result in mandatory referral of the Employee to the Michigan Health Professionals Recovery Program (HPRP) (see Employee Impairment Policy). As a condition of probation, the Employee must allow exchange of information between HPRP and the Program Director and DIO. The Employee shall sign a release of information from the HPRP as a condition of probation
    - iii. If the Employee's behavior is considered potentially dangerous to patients, themselves or other individuals, immediate suspension of clinical responsibilities may be imposed at the discretion of the Program Director and Department Chair without a probationary period.
  - g. Ensure that while on probation, all moonlighting privileges and out-of-town electives for the Employee will be suspended.
  - h. Place a copy of the Probation in the Employee's file and send a copy to the GME office.
5. Renewal Without Promotion: A residency program's CCC may determine an Employee has not performed to a level that would allow the Employee to progress to the next year of their training program. In this case the program may ask the Employee to repeat the year at the same program year level.

The Program Director after conferring with the CCC and DIO will:

- a. Notify the Employee in writing by March 1st, or as soon as possible prior to the normal termination date of the Employee's existing appointment. The notification will be by letter to the Employee and will contain a Non-Promotion which will include a summary of the Employee's performance that necessitates the non-promotion action and that defines a timeline for promotion.
- b. Provide the Employee with a copy of this Article.
- c. Ensure that the Employee understands that Renewal without Promotion may be a permanent designation in the individual's file, may be disclosed in response to requests for information about the Employee and may be grieved through the Grievance and Arbitration Procedure (Article 9).
- d. Place a copy of the Renewal Without Promotion in the Employee's file and send a copy to the GME office.

In some cases, residents will be required to make up partial-year rotations or assignments due to performance problems or absence following medical or personal leave. If the program delays the resident's commencement of the next level of training but issues a new agreement at the program year level for which the resident would have otherwise been eligible, then the resident may not file a grievance. Likewise, when a resident at the end of their training must make up less than a full year of rotations, those extensions to the resident's current agreement or new agreements will not be subject to grievance. In such cases, the agreement extension will include stipends and benefits at the current level for the resident until they have completed all required assignments.

6. Non-Renewal of Appointment: Non-Renewal means the training program has decided not to offer a contract to the Employee for the next academic year or training period for failing to maintain academic and/or other professional standards required to progress in or complete the program.

The Program Director after conferring with the CCC and DIO will:

- a. Notify the Employee of non-reappointment by March 1st, or as soon as possible prior to the normal termination date of the Employee's existing appointment. The notification will be by letter to the Employee and will contain the reasons for the non-reappointment.
- b. Provide the Employee with a copy of this Article.
- c. Ensure that the Employee understands that Non-Renewal of Appointment is disclosed to third parties in response to requests for information about the Employee and may be grieved through the Grievance and Arbitration Procedure (Article 9).

- d. Place a copy of the notification of Non-Renewal of Appointment in the Employee's file and send a copy to the GME office.
7. Dismissal: Dismissal involves immediate and permanent removal of the Employee from the educational program for failing to maintain academic and/or other professional standards required to progress in or complete the program.

The Program Director after conferring with the CCC and DIO will:

- a. Determine that the Employee should be dismissed. Dismissal can occur at any point other than the end of the academic year or end of the stated contract period, at which time it is defined as Non- Renewal of Appointment.
- b. Notify the Employee of dismissal; the notification will be by letter to the Employee and will contain the reasons for the dismissal.
- c. Provide the Employee with a copy of this Article.
- d. Ensure that the Employee understands that dismissal may be grieved through the Grievance and Arbitration Procedure (Article 9).
- e. Place a copy of the notification of dismissal in the Employee's file.

In addition to the above, the following provisions shall apply to all discipline:

An Employee shall receive 24-hour notice prior to disciplinary or investigative meeting, unless waived by the employee. The notice must include the time of meeting, the location, and the purpose. This provision does not preclude a program from immediately suspending an Employee as indicated elsewhere in this Article.

An Employee has the right to Union representation during any meeting or interview that the Employee reasonably believes could lead to discipline. Employees shall be given a reasonable amount of time to secure Union representation.

The Employer may place an Employee on a suspension pending the outcome of an investigation. The Employer shall not extend such suspensions longer than necessary to conduct a thorough investigation and ensure the safety of patients, staff, and the Employee(s). The suspension will be a paid leave unless disallowed by law.

Employees shall be permitted to submit a rebuttal to any disciplinary action if they request to do so. The rebuttal will be attached to the letter of disciplinary action and will be placed in all files containing the disciplinary action.

## **Article 27 Moonlighting**

- A.** Moonlighting is voluntary, compensated, medically related work not related with training requirements that is performed outside or within the institution where the Employee is in training or at any of its related participating sites.
- B.** Employees shall not be required to engage in Moonlighting.
- C.** Employees are allowed to moonlight provided such practice does not interfere with the ability of the Employee to achieve the goals and objectives of the educational program and does not interfere with the Employee's fitness for work nor compromise patient safety.
- D.** Prior to moonlighting, Employees must receive prior written approval from their program director or designee. The program director may reasonably withhold or withdraw consent at any time, as they, in their sole discretion, deem appropriate.
- E.** Employees must be in good standing within their Program to be granted permission to moonlight. All moonlighting must be reported as duty/work hours and total duty/work hours may not exceed the ACGME requirements. Both the institution and program director must closely monitor all activities.
- F.** PGY1 Employees are not permitted to moonlight.
- G.** J-1 visa holders are not eligible to moonlight under any circumstances.
- H.** Moonlighting candidates must possess a permanent Michigan medical license with corresponding controlled substance license. An educational limited license is not valid for moonlighting activities.
- I.** Moonlighting candidates must also obtain their own DEA number as the DEA number assigned by the hospital/institution is not valid for use during moonlighting activities.
- J.** Employees are not covered by the WSU GME-provided professional liability insurance when moonlighting. Malpractice coverage must be provided for moonlighting activities. Employees who wish to moonlight must submit the appropriate insurance program request forms to their program coordinator. It is the responsibility of the Employee to ensure that appropriate liability coverage is in place for his/her moonlighting activities.
- K.** Moonlighting when (a) it's not authorized, (b) will create a conflict of interest, (c) results in impaired efficiency, absenteeism or tardiness, or (d) is performed during scheduled Program hours, will subject the Resident/fellow to disciplinary action up to and including dismissal.

**Article 28  
Non-Physician Duties**

- A.** As required by ACGME, employees shall not normally be required or expected to function as clerks, messengers, transporters or custodians. However, Employees may occasionally be required to perform these functions when no other employees responsible for these services are available.
- B.** In no event shall an Employee be required to perform such functions on a regular and recurring basis for substantial periods of time. The question of whether an individual Employee is being required to function to this extent may be brought to the attention of a program director who will contact the hospital and request that ACGME requirements on this subject are followed.

**Article 29  
Personnel Records**

**A. Two Files**

There shall be two official personnel records for every Employee. One file is the employment personnel file that will be maintained electronically by WSU for each bargaining unit member. This file can be requested through Academica and will be shared electronically with the bargaining unit member. The second file is maintained electronically by the residency program and includes all information pertinent to the residency program (e.g., evaluations, schedules, contracts). Documents placed into this second file will be maintained as long as required by ACGME. This file can be requested through the program director and will be shared electronically with the bargaining unit member.

**B. Access**

Except for pre-employment documents, individuals in the bargaining-unit shall have access to either of the above-mentioned personnel files.

If materials in a file cannot be provided electronically, hard-copy duplicates of any materials in the files shall be provided at the Employer's expense. A representative of the Union may, at the request of the Employee, accompany the Employee when the duplicates are provided.

**C. Notice**

If a document is placed in the file and that member has not previously been presented with the document or a copy, the member shall be provided with notice of the addition to their personnel file within five (5) working days.

In addition, items in a file challenged under the provisions of the grievance procedure will be noted as being contested until the grievance has been resolved.

If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the Employer and the Employee. If an agreement is not reached, the Employee may submit a written statement explaining the Employee's position. The statement shall be included when the information is divulged to a third party and as long as the original information is a part of the file. If either the Employer or Employee knowingly places in the personnel record information which is false, then the Employer or Employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.

The Employee's signature shall indicate only that they have read the item and shall not necessarily indicate agreement with its contents. When an Employee refuses to sign an item, a notation shall be placed indicating the Employee was asked to sign but refused. Such refusal is not grounds for disciplinary action.

Access to personnel records shall be limited to those individuals whose role requires such access in connection with their University responsibilities.

### **Article 30 Severability**

If any provision of this Agreement is found invalid because it is contrary to Federal or State law by a board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, that provision shall be null and void, but the remainder of the Agreement shall remain in full force and effect. At the request of either party, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory and lawful provision.

### **Article 31 Duration of Agreement and Cessation of Bargaining**

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of June 30, 2027, when it shall terminate. If either party desires to modify or amend this Agreement, it shall give the other party written notice to that effect not less than ninety (90) days prior to June 30, 2027. Such written notice shall be sent by registered or certified mail to the other party. The University and the Association agree that the settlement made effective as of the effective date of this Agreement is in full settlement of all contract issues in dispute between the parties and any other issues unless mutually agreed to by the parties.

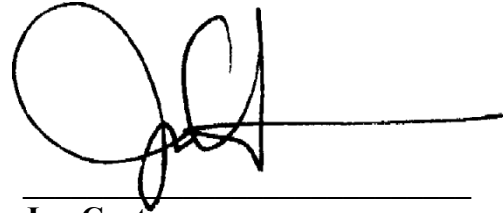
**Signatories to Agreement**

**Wayne State University  
42 W. Warren Ave.  
Detroit, MI 48202**

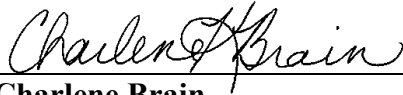
**Alliance of Resident Physicians  
AFT Local 5155, AFL-CIO  
Wayne State University Chapter  
C/O AFT Michigan  
2661 E Jefferson  
Detroit, MI 48207**



**Boris Baltes**  
Chief Negotiator  
Senior Vice Provost for Faculty  
Affairs and Academic Personnel



**Jon Curtiss**  
Chief Negotiator  
Organizer and Field Representative  
AFT Michigan, AFL-CIO



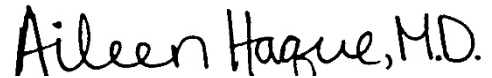
**Charlene Brain**



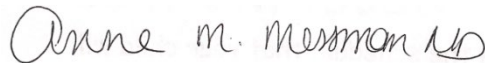
**Amaan Dawood, MD**



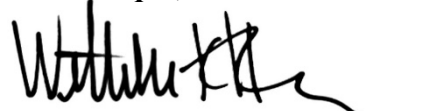
**Martha Jordan, MEd**



**Aileen Haque, MD**



**Anne Messman, MD, MHPE**



**William K. Hrebec, DO, MBA**



**Michael Sessine, MD, MBA**



**Elliott Trott, MD**

Date: November 22, 2024

Date: November 22, 2024



**Appendix A**  
**Voluntary Recognition of Alliance of Resident Physicians**



**WAYNE STATE**  
**Office of the Provost**

Thursday, June 29, 2023

Dear Mr. David Hecker, AFT of Michigan

Based upon sufficient proof of majority status, Wayne State University voluntarily recognizes the Alliance of Resident Physicians as the exclusive bargaining representative of all medical resident employees. We look forward to taking our next steps together. Please contact me should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Kornbluh'.

Mark Lawrence Kornbluh, Ph.D.  
Provost and Senior Vice President for Academic Affairs

CC: David Massaron, Chief Business Officer, Chief Financial Officer and Senior Vice President for Finance and Business Operations; Treasurer

Carolyn Hafner, Associate Vice President & Chief Human Resources Officer

Dr. Wael Sakr, Dean, School of Medicine

Dr. Boris Baltes, Interim Dean for the College of Education, Senior Associate Provost for Faculty Affairs, Associate Vice President of Academic Personnel