

COLLECTIVE BARGAINING AGREEMENT

Between

**WESTERN MICHIGAN UNIVERSITY HOMER
STRYKER M.D. SCHOOL OF MEDICINE (WMED)**

-and-

**RESIDENT AND FELLOWS ALLIANCE, AFT
MICHIGAN, AFT AFL-CIO (RFA)**

April 9, 2025 – June 30, 2027

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ARTICLE I: RECOGNITION

Western Michigan University Homer Stryker M.D. School of Medicine ("WMed") recognizes the Resident and Fellow Alliance, AFT Michigan, AFT AFL-CIO ("Union" or "RFA") as the sole and exclusive representative for the purposes of collective bargaining for all full-time and regular part-time Resident Instructors, Chief Resident Instructors and Fellow Instructors employed in clinical roles by the Employer, but excluding all Assistant Professors, Associate Professors, Professors, managers and guards and supervisors as defined by the National Labor Relations Act, and all other employees.

Throughout this Agreement, employees represented by the RFA and covered by this Agreement may be referred to as "bargaining unit member(s)" or "Employee(s)."

ARTICLE II: MANAGEMENT RIGHTS

Except to the extent expressly limited by this Agreement, WMed retains the exclusive right to manage, direct and control its organization and its workforce, and to make any and all decisions affecting the organization, including, but not limited to the following: the exclusive right to plan, determine, direct and control the nature and extent of all of its operations; to open, close, consolidate and relocate its operations; to install or introduce any new or improved service methods, patient care procedures, facilities or equipment; to maintain efficient operations; to hire, train, promote, demote, transfer, layoff and recall employees; to require employees to participate in training; to hire temporary, casual or per diem employees; to determine adequate staffing and coverage; to contract out work or subcontract out work; to suspend, discipline and discharge employees; to determine the methods of investigating alleged employee misconduct; to select and determine the number of employees; to determine and assign the work duties of employees; to issue work rules and policies; to create job descriptions; to determine medical, health care and safety standards; to evaluate employee performance; to install or remove equipment; to determine and modify the methods, procedures, materials and operations to be used or to discontinue their use by employees; to discontinue, or reorganize or combine any department or branch of operations; to establish educational policy; to establish the standards and qualifications for hiring and advancement through the residency and fellowship programs; to determine training methods, rotations, rotation schedules and curricula; to establish, discontinue or modify residency programs and to determine the number and qualifications of persons admitted to such programs; to increase wages and benefits above the levels provided in this Agreement; and in all respects to carry out the ordinary and customary functions of management, whether exercised or not.

The foregoing management rights are expressly reserved by WMed and shall not be subject to the Grievance Procedure. Failure by WMed to exercise any right, prerogative, or function hereby reserved to it, or management's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of WMed's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement.

ARTICLE III: UNION RIGHTS

Access: The Union will designate no more than two (2) AFT representatives as Resident and Fellow Alliance (RFA) employees who shall abide by the WMed Code of Conduct and sign a non-disclosure agreement, drafted by the Employer, to access WMed's Upjohn and Oakland Drive

campus facilities to have small group meetings (with no more than five (5) bargaining unit members) to confer with those bargaining unit members regarding an issue specific to them, should the need arise. Requests for access by the AFT must be submitted in advance in writing to the Office of Resident Affairs. The request must state the purpose of the visit and the requested timing. The Office of Resident Affairs has discretion to grant or deny the request, or to determine an alternate time for the visit. The Office of Resident Affairs will designate the location for the visit within the Upjohn or Oakland Drive campus. A bargaining unit member must accompany and escort the AFT representative(s) at all times while they are in the facility, and at all times, Employees must comply with WMed's policies regarding visitors and facilities access. Any meetings regarding Union business, including but not limited to meetings between the AFT representatives and Employees must take place during the Employee's non-working time and may not disrupt the working or learning environment. Designated AFT representatives' names will be provided annually to the Employer.

Bulletin Boards: To provide additional means of communication with its membership, the Union will be provided access to designated bulletin boards at WMed's Upjohn and Oakland Drive campuses in locations determined by WMed. The bulletin boards are to be used for legitimate Union business only, and WMed retains the right to remove any inappropriate, offensive, or otherwise improper postings, or materials that do not otherwise comply with WMed policies. WMed will communicate to the Union President or their designee if and why materials are removed.

Email Accounts: The Union shall be permitted to communicate with Employees through email addresses provided by the Employer.

Meetings: Like other non-WMed entities, the Union may request to use WMed facilities to hold meetings that are not covered by the "Access" provision set forth above. Requests for access to WMed facilities by the AFT must be submitted in advance in writing to the Office of Resident Affairs. The request must state the purpose of the visit and the requested timing. The Office of Resident Affairs has discretion to grant or deny the request, or to determine an alternate time for the meeting. The Office of Resident Affairs will designate the location for the meeting within the Upjohn or Oakland Drive campus. A bargaining unit member must accompany and escort the AFT representative(s) at all times while they are in the facility, and at all times, Employees must comply with WMed's policies regarding visitors and facilities access. Any meetings regarding Union business, including but not limited to meetings between AFT representatives and Employees must take place during Employees' non-working time and may not disrupt the working and learning environment. If the request is granted, the AFT will be charged a fee in accordance with WMed's fee schedule, which may be updated from time to time.

Information to Prospective Residents: The Employer will include the following statement on its website:

Subject to limited exceptions, once you become a Resident or Fellow at WMed, you will also become a member of the bargaining unit represented by the Resident & Fellow Alliance (RFA). Any collective bargaining agreement between WMed and the RFA then in effect will govern agreed-upon terms and conditions of your employment.

A link to the current collective bargaining agreement will be provided.

Payroll Deduction of Union Dues: Each Employee who chooses to become a member of the Union shall complete and sign a Union membership form, which shall explicitly authorize the deduction of Union dues from their wages.

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.

Upon receipt of a signed written dues deduction authorization form, the Employer will deduct the appropriate amount of dues from Union members' wages twice monthly (26 pays per year). The Union shall notify the Employer of the amount of dues to be collected. The amount of dues to be deducted per employee will not change more than once per academic year.

Monies so deducted will be transmitted electronically to the Union's bank account no later than fifteen (15) business days following each deduction.

Sharing Deduction Data: The union shall be notified, within one (1) week of receipt by WMed's Human Resources Department of the same, when an employee withdraws their Union membership and removes their authorization of dues deduction. Notification shall be provided by WMed to the Union via email at the email address designated by the Union and provided to WMed.

Change of Member Status: To withdraw their authorization of membership dues deduction, an Employee must notify the Employer in writing or electronically 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 Employer's receipt of notice from the member that they wish to end membership and communication of that change to the Employer. Employees have the right to revoke the authorization of Union dues at any time.

Indemnification: The Union agrees to defend, indemnify and save the Employer harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action the Employer shall give timely notice of such action to the Union. The Employer agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

ARTICLE IV: LISTS AND INFORMATION

Annually, no later than the first Monday in September, the Employer will provide to the Union, at no cost to the Union, a report listing all known current bargaining unit members as of the date of the report.

This report shall include the following elements, to the extent known by WMed:

1. Employee Name
2. ID Number (if applicable)
3. PGY Level
4. Appointment Classification Name (i.e., Resident or Fellow)
5. Appointment Department Name
6. Employee Personal Email Address
7. Employee Cell Phone Number

8. Contract Begin Date
9. Contract End Date
10. Employee Work Address
11. Employee Local Personal Mailing Address

The Employer will send the report via secure electronic transmission to an email address designated by the Union. Thereafter, the Employer will notify the Union by the same electronic means with the above-listed information, if available, for any newly hired bargaining unit member within 30 days from the date of hire.

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

On or before June 1 of each year, the Employer shall provide the Union with a list of all known incoming bargaining unit members with the above listed information, if available.

ARTICLE V: ORIENTATION

If orientation is provided by WMed to new bargaining unit members, RFA will be provided the opportunity to make a pre-recorded presentation, which will be included in the electronic orientation materials. The RFA video presentation will be no more than 15 minutes in length and is subject to the approval of WMed. The video will be distributed in the same manner as the Employer distributes other electronic orientation materials, but bargaining unit members will not be required to watch the video. The RFA must submit the video to the Office of Resident Affairs no later than May 1 of each year.

WMed will also agree to block off 1 hour of time on the orientation schedule during which new bargaining unit members will not be required to be at WMed and during which the RFA can schedule an optional off-site meeting for those employees to attend. The RFA may separately communicate details regarding the meeting to incoming Employees.

ARTICLE VI: LABOR-MANAGEMENT COMMITTEE

In the interest of sound labor-management relations, the Union and the Employer agree to meet at agreed-upon dates and times to discuss matters of mutual interest. The Labor-Management Committee (LMC) shall be composed of a maximum of four (4) representatives from WMed and a maximum of four (4) representatives from the Union, unless otherwise agreed upon by both parties for purposes of a specific meeting agenda.

Labor-Management Committee meetings will be held every quarter. Each party may request additional meetings if that party deems it necessary. Additional LMC meetings will be mutually agreed to. LMC meetings may be cancelled if the parties agree that no meeting is necessary. The meetings will be held at mutually agreeable times and will last no more than one (1) hour unless the parties mutually agree to extend the meeting.

The parties shall exchange agendas, including discussion topics described with sufficient specificity to allow the parties to prepare for such discussions, and list the names of persons who will attend. If a party does not have any specific items to be discussed at the meeting, the party is

not required to provide an agenda in advance. The parties may deviate from the agenda at the meeting upon mutual agreement.

ARTICLE VII: GRIEVANCE AND ARBITRATION

SECTION A. DEFINITION OF GRIEVANCE

A grievance is a disagreement, arising under and during the term of this Agreement, between either (1) the Employer and an Employee concerning (a) the Employee's employment and (b) the interpretation or application of the provisions of this Agreement; or (2) the Union and the Employer concerning the interpretation and application of this Agreement on a question which concerns more than one Employee, and involves a common fact situation and the same provision(s) of the Agreement.

Matters of suspension or termination from, or appointment or non-reappointment to, a residency/fellowship training program, and all other actions related to academic and clinical performance, including those matters covered by existing WMed policy (currently GME 112), shall remain within the exclusive discretion of the Employer and shall not be subject to this Grievance and Arbitration Procedure Article. Other misconduct not related to academic and clinical performance is covered by this Article.

SECTION B. REPRESENTATION

A Union representative or their designee may represent an aggrieved Employee as provided in the following sections. The Union will provide the Employer with a list of representatives appointed for this purpose.

SECTION C. GRIEVANCE PROCEDURE

The following procedure shall be the sole and exclusive means for resolving grievances.

Upon written request from the Union, the Employer shall provide available, relevant, non-privileged, and non-confidential information which is necessary to properly process a grievance.

Step One

Prior to filing a grievance, the aggrieved Employee must discuss their concern with their Program Director or their designee in an attempt to resolve the grievance without further utilizing the Grievance Procedure. If, following the discussion, the concern is not resolved, the Employee and/or Union may file a grievance in accordance with Step Two below. If the concern is directly related to the Program Director, the aggrieved Employee may skip Step One and move to Step Two.

Step Two

In order to be further processed under this Agreement, a grievance must be filed in writing within thirty (30) calendar days from the date on which the Union or aggrieved Employee knew or should have known of the occurrence giving rise to the grievance. A written grievance must be filed with the Associate Dean for Graduate Medical Education / Designated Institutional Official

("DIO"), or their designee, by the aggrieved Employee or by the Union on behalf of the named aggrieved Employee.

The written grievance shall include each of the following:

- Identification of the aggrieved Employee(s),
- Identification of the party (if any) against whom the grievance is being asserted,
- The facts upon which the grievance is based,
- The applicable portion(s) of the Agreement allegedly violated,
- The specific relief requested,
- The date of the grievance, and
- The signatures of the aggrieved Employee(s) and the Union's President or other designated Union representative.

If the grievance was timely submitted, the DIO or their designee shall meet with the aggrieved Employee and Union representative to discuss the grievance within fourteen (14) calendar days of receipt of the grievance. The DIO or their designee may be accompanied by other WMed representatives at the meeting. The DIO or their designee shall provide the Employee and Union with a written response within ten (10) calendar days of the Step Two meeting.

Step Three

If the Employee or Union is not satisfied with the Employer's Step Two response, the Employee or Union may appeal the written grievance to Step Three by submitting a written appeal to the Senior Associate Dean for Academic Affairs or their designee within five (5) calendar days after receipt of the Employer's Step Two response. If the grievance was timely appealed, the Senior Associate Dean for Academic Affairs or their designee shall meet with the Employee and Union representative to discuss the grievance within fourteen (14) calendar days of receipt of the appeal. The Senior Associate Dean for Academic Affairs, or their designee, may be accompanied by other WMed representatives at the meeting. The Senior Associate Dean for Academic Affairs or their designee shall provide the Employee and Union with a written response within ten (10) calendar days of the Step Three meeting.

Step Four

If the Employee or Union is not satisfied with the Employer's Step Three response, the Employee or Union may submit a written request for mediation of the grievance to the Senior Associate Dean for Academic Affairs or their designee. In this event, the parties will use a mediator appointed by the Federal Mediation Conciliation Service (FMCS) and the Union and Employer will share the costs of mediation equally, if any.

Step Five

If the grievance is not resolved at mediation to the Employee or Union's satisfaction, the Union may appeal the written grievance to Step Five by submitting a written demand for arbitration. The Union may timely submit a grievance to arbitration any time within ten (10) calendar days after completion of the Step Four mediation.

In order to submit a grievance to arbitration, the Union shall file a written notice of intent to arbitrate with FMCS and with copies to the Senior Associate Dean for Academic Affairs and WMed's Senior Director of Human Resources. Such notice shall identify the grievance and the issue, set forth the provisions of the Agreement involved, and set forth the rationale explaining how the Agreement has been violated and the remedy desired. If no such notice is given within the prescribed time limit, the grievance shall not be arbitrable.

Thereafter, the Employer and the Union may attempt to select an arbitrator. If there is no mutual selection of an arbitrator within seven (7) calendar days after notice of intent to arbitrate, selection of an arbitrator will be from a panel of seven arbitrators secured from the FMCS.

The parties will select an arbitrator by following the process set forth by FMCS. In the event the arbitrator does not accept being selected, the selection process shall be repeated until an arbitrator has accepted selection.

SECTION D. ARBITRATION PROCEDURE

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

The Union shall notify the arbitrator of their selection and upon their acceptance shall forward to the arbitrator a copy of the grievance, the Employer's answer at Step Three, the Union's notice of its intent to arbitrate to the Employer's representatives as provided for in Step Five, and a copy of the Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to WMed's Senior Associate Dean for Academic Affairs and WMed's Senior Director of Human Resources.

The arbitrator shall determine the time for hearing the issue or issues submitted for decision.

At the time of the arbitration hearing both the Employer and the Union shall have the right to examine and cross-examine witnesses.

Either party may choose to have a court reporter present at the hearing for purposes of creating a transcript. The cost of the court reporter will be shared mutually between the Employer and the Union unless only one party desires to have a transcript in which case the cost will be paid solely by that party. If the arbitrator requests a copy of the transcript, the cost shall be shared equally between the Union and Employer.

At the close of the hearing, the arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish closing briefs if either party requests the opportunity.

The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance (as defined above) submitted to them consistent with this Agreement and considered by them in accordance with this Agreement.

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

The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall bear the expenses of its representatives and witnesses, and for preparing and presenting its own case.

The arbitrator shall render their decision in writing as soon as possible. The arbitrator's decision, when made in accordance with their jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union, and the Employee or Employees involved.

SECTION E. TIME LIMITS

If WMed fails to provide a timely written response to a grievance at any Step contained in the Grievance Procedure, the grievance shall be considered denied and the Union shall have the right to appeal to the next level of the Grievance Procedure, as long as such appeal is submitted in a timely manner and in accordance with the Procedure as stated herein. If the Union and/or aggrieved Employee fail to submit or appeal a grievance in a timely manner or otherwise fail to meet any deadlines or time limits contained in this Grievance Procedure, any grievance related to the matter will be time barred, the Employer's last response/action will be final and binding, and the Union and Employee shall have no further relief.

The parties may, by written agreement of authorized representatives, mutually agree to extend any deadlines contained in the Grievance Procedure.

ARTICLE VIII: DISCIPLINE AND DISCHARGE

Matters of suspension or termination from, or appointment or non-reappointment to, a residency/fellowship training program, and all other actions related to academic or clinical performance, shall remain within the exclusive discretion of the Employer and shall not be subject to the Grievance and Arbitration Procedure. The Employer shall not discharge or take other disciplinary action for misconduct that is not related to academic or clinical performance without just cause. Employees must abide by the WMed Code of Conduct.

Whenever an Employee is suspended pending the outcome of an investigation, it shall be with pay and benefits not to exceed 12 weeks. The Employee and the Union will be notified of the suspension. A written notice of the outcome of the investigation shall be provided to the affected Employee via WMed email or other appropriate means.

Employees will receive notice of non-reappointment as soon as circumstances reasonably permit, and will receive notice that they are at risk of non-reappointment no later than 4 months prior to the end of their training year.

The Employer must provide Employees appropriate due process in any issue concerning suspension, termination or non-reappointment to a residency/fellowship training program.

WMed will maintain a written policy regarding the criteria for promotion, and/or renewal of an Employee's appointment as per ACGME guidelines. Additionally, a copy of any applicable policy on the promotion and/or renewal of an Employee's appointment, as well as any related policies on evaluation, remediation, probation, suspension, and termination will be provided to the Union or an individual Employee upon written request.

The Employer, however, retains the right to immediate termination of an Employee without remediation in order to ensure the safety of either patients or staff.

The Employee may request that a Union representative be present at any investigatory interview of the Employee by the Employer if the interview might lead to discipline of the Employee. Employees do not have the right to Union representation during discussions that could result in or contribute to performance evaluations, performance improvement plans, remediation agreements, individualized learning plans, probation, or verbal or written warnings.

ARTICLE IX: STAFF REDUCTION

The Employer will comply with ACGME guidelines regarding program closures and reductions. In accordance with those requirements, the Employer maintains a policy that addresses this subject, which policy may be modified by WMed from time to time in WMed's sole discretion. WMed will provide notice to the Union when the policy is modified. The Union understands and agrees that any and all determinations related to programs and staffing levels in those programs are within WMed's sole discretion. The Union further agrees that such determinations shall not be subject to the Grievance and Arbitration Procedure contained in this Agreement. The Employer agrees to assist any affected residents/fellows in locating a comparable position in another ACGME-accredited program.

The Union may raise any questions or concerns related to potential or actual program closures or reductions during Labor Management Committee meetings.

ARTICLE X: RESIDENT FILE

Access: An employee shall have the right, as outlined in WMed's policy (currently GME policy 104, which may be modified by WMed from time to time) to review the contents of their resident file, wherever maintained. WMed will notify the Union if the policy is modified. Employees may view their resident file electronically (currently maintained in New Innovations) or contact their Program Coordinator for specific requests.

After conducting such review, an employee shall have the right, upon request, to receive printed copies of any contents of their resident file at no charge. A representative of the Union may, at the request of the Employee, accompany the Employee in such reviews and may, upon written authorization by the Employee, review and reproduce any contents of an employee's resident file. The review or reproduction of the contents of an employee's resident file shall be made in the presence of the record custodian or designee.

Disagreement with Information Contained in the Resident File: In accordance with Michigan law and subject to the limitations contained therein, employees shall have the right to respond to any item(s) placed in their resident file and to have the response included in the employee's record.

Confidentiality: WMed will maintain the confidentiality of an employee's resident file and will only share that record with those who have a legitimate need to know.

ARTICLE XI: COMPENSATION

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

<u>LEVEL</u>	<u>FY25 7/1/2024</u>	<u>FY26 7/1/2025</u>	<u>FY27 7/1/2026</u>
PGY 1	\$62,510	\$64,385	\$66,317
PGY 2	\$64,320	\$66,250	\$68,237
PGY 3	\$66,130	\$68,114	\$70,157
PGY 4	\$68,500	\$70,555	\$72,672
PGY 5	\$71,000	\$73,130	\$75,324

Salary increases will not occur until the next regular payroll date after this agreement is fully ratified by both the Employer and the Union. Increases to salaries for FY 25 will be retroactive to 7/1/24 for all employees who are actively employed with WMed as of the date of complete ratification by both parties.

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.

No later than the end of the second full week of employment, new Employees shall receive payment of a stipend of \$750, less applicable payroll taxes, for attendance at orientation.

In addition to the Employee salary, the Employer may exercise discretion to grant supplemental payments, rewards, or reimbursement.

During the term of the Agreement, an Employee who is appointed as an Administrative Chief Resident shall receive a stipend during the appointment period of \$2500 per appointment year. This stipend will be provided in addition to the Employee's current salary level. Administrative Chief Residents shall be appointed by their Program Director.

ARTICLE XII: BENEFITS

Employees will be eligible for all benefits that WMed provides to full-time staff (non-Faculty) outside of the RFA bargaining unit (except for the Wellness benefit), subject to the terms and conditions of the applicable benefit plans, and which benefits and plans may be modified from time to time, unless indicated otherwise below.

Currently, those benefits include:

- Employee Assistance Program (EAP)
 - The EAP shall provide, at no cost to Employees, professional counseling and referral services for a variety of personal and/or professional issues. EAP benefits are effective on the first day of orientation or, if an Employee does not have an orientation period, then upon the formal start date of residency training.

- Homethrive
 - Homethrive provides resources to Employees at no cost to support them with family caregiver responsibilities.
- Group Health Insurance (including HSA with Employer contributions if HDHP is elected), Vision Insurance & Dental Insurance for Employees and their eligible dependents.
 - During the term of this Agreement, WMed will continue to offer both a co-pay plan and a High Deductible Health Plan (HDHP) with an HSA. In addition, WMed will continue to provide health insurance coverage to J-1/J-2 Holders in accordance with ECFMG requirements.
 - Health insurance benefits, if elected, are effective upon the formal start date of residency training. Supplemental (group hospital, accident, and critical illness coverage), dental, and vision benefits are effective the first of the month following one month of service.
- Flexible Spending Account (FSA)
 - All Employees, except those enrolled in the HDHP Plan, are eligible to contribute to an FSA effective upon the formal start date of residency training. FSA's are 100% Employee-funded.
- Short-Term Disability Insurance
 - Employees are eligible for Short-Term Disability (STD) coverage effective the first day of orientation or, if an Employee does not have an orientation period, then on the formal start day of residency training. The STD benefit provides Employees with 60% of their monthly base salary during the covered period. There is a 7-day waiting period for this benefit. During that waiting period, Employees may utilize Paid Family and Medical Leave, if eligible. Otherwise, if not eligible for Paid Family and Medical Leave or if that Leave has been exhausted, Employees may use paid time off or take the time off unpaid.
- Long-Term Disability Insurance
 - Employees are eligible for Long-Term Disability (LTD) coverage if they have a qualifying disability that extends beyond the STD-covered period.
- Pet Insurance
 - Pet insurance is available for purchase by Employees.
- Life, Accidental Death & Dismemberment (AD&D), and Buy-Up Life Insurance
 - WMed provides Basic Life Insurance that is currently equal to one (1) times an Employee's annual salary plus \$15,000 (up to a maximum of \$515,000) at no

cost to Employees. This plan includes an AD&D benefit. These benefits are effective on the first of the month following one month of service.

- Employees may purchase supplemental life insurance through WMed's plan.
- Dependent Life Insurance
 - Employees may purchase dependent life insurance through WMed's plan.
- Discounted Fitness Center Memberships at certain locations
 - Currently, WMed partners with Borgess, Bronson, West Hills and the WMU Fitness Center to provide discounted membership to Employees.
- Retirement benefits
 - Employees are eligible to participate in a 401(a) retirement plan in which WMed currently contributes an amount equal to 4% of an Employee's annual salary.
 - Employees are also eligible to participate in a 403(b) retirement plan in which Employees may contribute up to the maximum allowed by the IRS.
- Tuition Reimbursement
 - See WMed's Policy HR74.
- Software
 - Employees have access to Office 365 (or an equivalent program) free of charge to install on personal computers and tablets.

Employees who are in the United States on a Visa have benefits that may be different than those listed above in order to comply with applicable regulations. The benefits for these Employees will be described to the Employees upon hire and annually thereafter.

In addition, Employees will be provided with the following benefits starting on their first date of employment.

- Professional Liability Insurance: Professional liability insurance will be provided and maintained at no cost to the Employee. This coverage is to be provided by the Employer for all professional activities undertaken in the scope and course of employment with WMed.
- Reimbursement for Professional Development as follows, subject to approval of the Program Director or designee:
 - For 3-year programs, up to \$3,500 during course of training
 - For 4-year programs, up to \$5,000 during course of training

- For 5-year programs, up to \$6,500 during course of training
 - For 1-year fellowship programs, up to \$1,500 during course of training
 - Professional Development funds may be used for the cost of USMLE Step 3 or COMLEX Level 3 examinations (and all examinations required as a condition of employment) and the preparation materials for these examinations. Other expenditures that may be covered by this fund may include, but are not limited to, Continuing Medical Education courses, computer, computer software, books, journals, subscriptions, equipment (including stethoscopes, loupes, protective lead), professional organization dues, travel for pre-approved conferences (according to WMed policy). All expenditures must be necessary for performance of duties for residency or fellowship at WMed and training related to residency or fellowship at WMed.
- Reimbursement at the IRS rate for mileage incurred in an Employee's personal vehicle for travel for a required rotation in excess of 40 miles from the resident's home campus.
 - Reimbursement for Taxi/Uber/Lyft needed by an Employee who properly reports to supervising Faculty that they are too fatigued to safely return home when operating their own vehicle. 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.
 - Meals/Cell Phone Stipend
 - WMed will provide a \$600 stipend to each Employee per academic year to purchase meals during working time and for use towards the purchase of a cellular phone and service for that phone to use during working time at WMed. The stipend will be paid to employees in bi-weekly installments as part of their regular payroll throughout the academic year. Employees will not be eligible for the installment of the stipend if on a leave of absence for the entire payroll period in which the stipend would otherwise be paid.
 - White Coats & Professional Apparel
 - WMed will provide each Employee with one (1) personalized lab coat per year of training. Program Directors may determine timing of distribution of coats in their discretion. Program Directors may also decide to provide other WMed apparel in place of a lab coat.
 - WMed will also provide interns with two (2) set of scrubs during orientation.
 - Parking
 - WMed will provide Employees with access to designated parking areas at WMed facilities.

ARTICLE XIII: HOLIDAYS

1. Employees are eligible for the following paid Holidays per calendar year:

- a. New Year's Day
- b. Dr. Martin Luther King Jr.'s Birthday
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Friday following Thanksgiving Day
- h. Christmas Eve (half day)
- i. Christmas Day
- j. New Year's Eve (half day)
- k. and a Preference Holiday

2. Program directors will continue to have the flexibility to designate up to three and a half (3.5) additional days per calendar year as non-working days.

3. Employees will not be required to use PTO for a WMed holiday which occurs in the midst of a period in which they are taking PTO.

4. If an employee is required to work an Employer-recognized holiday, they will be awarded an additional Preference Holiday up to a maximum of three (3) per academic year. Requests for Preference Holidays must follow WMed's normal process to be approved by the Program Director or their designee.

- a. Any additional days designated by a Program Director as non-working day pursuant to Section (2) of this Article will count towards and offset the three (3) Preference Holidays that employees would otherwise receive under this Section (4). Employees will not receive both additional days under Section (2) and additional Preference Holidays under this Section (4). It is one or the other.

5. The Employer shall reasonably accommodate an Employee's request for observances of religious holidays unless the accommodation causes the employer an undue hardship. Employees will be required to use PTO for observance of additional holidays beyond those already recognized by WMed.

6. Employees must make requests for a Preference Holiday or PTO to observe additional religious holidays not already recognized by WMed by submitting the request in accordance with WMed's established policy related to holidays or PTO, whichever is applicable.

ARTICLE XIV: PAID LEAVE

WMed provides the following forms of paid leave to Employees, but it is important that Employees know that each medical specialty board sets specific limits on how much leave a resident or fellow can take during their training, and exceeding these limits can result in an extended residency or fellowship.

A. Paid Time Off (PTO): Employees will be provided with four (4) weeks of Paid Time Off (PTO) on the employee's start date and each subsequent anniversary date each year

(based on the formal start of their residency training), which may be used in that year for any reason, including for:

- personal reasons;
- if the employee is sick;
- vacation;
- any reason covered by the Michigan Earned Sick Time Act;
- to attend job or fellow interviews;
- to take examinations required by Programs or as part of their Board requirements, including sub-specialty Board exams, USMLE Step 3 or COMLEX level 3.

Conferences: Employees will be eligible for up to seven (7) days off without loss of pay per academic year to attend conferences (attendance at a conference must be approved in advance by the Program Director or their designee).

The Program Director may, within their discretion, grant additional time off without loss of pay to an employee in accordance with WMed policy (currently HR401), which may be modified from time to time, for the purpose of the employee presenting at a conference(s).

If an employee is not promoted by their anniversary date and the training is extended for 3 months or less, their ability to use PTO until they are promoted may be restricted by their Program Director unless the time off is required by law.

Employees must comply with the normal and customary notice requirements set forth by their Program Director when using PTO. Unused PTO will not be paid out at the end of employment.

B. Jury Duty: Employees shall be granted paid time off for jury duty up to ten (10) calendar days per year subject to the requirements of WMed's established policy related to jury duty leave (currently HR54), which may be modified from time to time.

C. Paid Family and Medical Leave: In accordance with ACGME and ABMS requirements, Employees are eligible upon employment for six (6) weeks of approved paid leave for a medical, parental, and/or caregiver purposes. Approved leave may be taken as a continuous leave or divided into shorter leave periods over the course of the program. This leave may be taken only one time during the entirety of their training at WMed.

Currently, the following events may qualify for this paid leave:

- The birth and care of a newborn, adopted, or foster child, including both birth- and non-birth parents of a newborn
- The care of a family member with a serious health condition, including end of life care.

- An employee's own serious health condition requiring prolonged evaluation and treatment.

This benefit may be modified by WMed from time to time as necessary to comply with ACGME and/or ABMS requirements, if these requirements change while this contract is in effect. This leave will run concurrently with leave under the Family Medical Leave Act.

D. Volunteer Time: Employees are encouraged to engage in volunteer work with external organizations, provided such activities do not present an actual or perceived conflict of interest or compromise the integrity of their personal or professional responsibilities. Full-time Employees are granted eight (8) hours of volunteer time each fiscal year that may be taken in one-hour increments at any time during the year depending on the availability of the WMed employee and the needs and schedule of the volunteer site. Unused volunteer hours do not carry over to the following fiscal year.

Requests to use volunteer hours, and use of those hours, must be in accordance with WMed's Volunteer Time Policy (currently HR96), which may be modified by WMed from time to time. Use of volunteer hours must be approved in advance by the Program Director or their designee. Requests must be submitted in accordance with Employees may not use volunteer time during scheduled clinical or teaching duties.

E. Bereavement Leave: Employees shall be granted paid time off in the event of a death in the immediate family in accordance with and subject to the requirements of WMed's established policy related to bereavement leave (currently HR55).

ARTICLE XV: LEAVES OF ABSENCE WITHOUT PAY

A. Family Medical Leave Act (FMLA): WMed complies with the federal Family Medical Leave Act of 1993 and will provide leave to eligible employees in accordance with the law and WMed's policy regarding FMLA Leave, which may be modified from time to time.

B. Personal Leave: Employees may be eligible to take a personal leave of absence of up to thirty (30) calendar days if exceptional circumstances exist and subject to the approval of their Program Director or their designee. The leave will be unpaid unless it runs concurrently with Paid Family and Medical Leave (see Article XIV). An employee seeking a Personal Leave of Absence must submit a request to their Program Director in writing at least two weeks in advance, if the need for leave is foreseeable, or as soon as practicable if the need for leave is not foreseeable.

C. Military Leave: Any employee who performs services either voluntarily or involuntarily with the Uniformed Services may take time off for required active or training duty, in full compliance with USERRA. Upon request, the employee may use available PTO to cover the leave; otherwise, military leave will be unpaid. WMed may require confirmation of the military orders requiring the time off. The employee will be responsible for his/her bi-weekly cost of benefits during the first 60 calendar days of military leave. Thereafter, the employee will have the option of continuing benefits in accordance with COBRA for up to 24 months. An employee taking military leave of absence will be reinstated at the conclusion of such leave with such rights and benefits as are specified under state and federal law as long as the employee reports back to work in a timely manner in accordance with USERRA and as long as the employee was not

separated from uniformed services with a disqualifying discharge or under other than honorable conditions.

D. The Employer and the Union recognize that delays or interruptions may arise during training such that the required training cannot be completed within the required total training time established for each training program and that the requirements vary between training programs. In such circumstances, if the trainee's Program Director and Clinical Competency Committee attest that the trainee has achieved required competence, the Program Director may, in their discretion, seek on the resident's behalf, a reduction-in-training, to the extent allowed by the individual's national certifying Board.

Reductions in training are not assured or guaranteed and are always subject to the applicable national certifying Board's approval, upon request of the Program Director in his or her sole discretion. The request is made solely on the assessment of readiness for independent practice. The Program Director's determination regarding reductions-in-training are not subject to the grievance and arbitration proceedings of this Collective Bargaining Agreement.

ARTICLE XVI: COMMITTEES

The Employer has an interest in facilitating the participation of Employees on certain committees, for the purpose of enhancing both the Employee's professional development and the work of the committee.

1. Employees will have representation on the GMEC per the ACGME guidelines, which may be modified from time to time. Each Employee member of the GMEC would receive a vote on the committee and the same voting rights as other committee members.
2. For each Employee representative on the GMEC, there will be 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.
3. WMed supports the inclusion of Employees on other WMed and clinical affiliate committees, where appropriate as determined by WMed and/or the clinical affiliate.
4. Annually, on or before June 30, WMed will provide the Union with a list of Employees appointed to GMEC and other known WMed or clinical affiliate committees.
5. There shall be one (1) Employee at large appointed to GMEC and one (1) alternate. These members shall be selected through peer selection by all Employees, managed by the Office of Resident Affairs.

ARTICLE XVII: SLEEP FACILITIES

WMed will substantially comply with ACGME guidelines regarding facilities and sleep. In accordance with those guidelines, which may be modified from time to time, the Employer shall ensure a healthy and safe clinical 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. WMed will also comply with applicable laws related to Employees who are nursing mothers.

The Union understands and agrees that certain facilities are owned and operated by outside third-parties. WMed will advocate for Employees with regard to those facilities to the best of its ability. However, any concerns related to facilities and sleep may be raised by the Union during Labor Management Committee meetings.

ARTICLE XVIII: NON-DISCRIMINATION

The Employer and the Union recognize their respective responsibilities under applicable federal, state, and local laws relating to employment practices and affirm their commitment to comply with such laws. Further, the parties agree that neither will discriminate against Employees on the basis of race (including traits historically associated with race including hair texture and protective hairstyles such as braids, locks and twists), ethnicity, national origin, creed, color, religion, sex (including sexual orientation, gender identity and gender expression), pregnancy, age, disability, veteran status, genetic or family medical information, height, weight, marital status, familial status, citizenship, Union membership, or any other status protected by applicable law.

ARTICLE XIX: HEALTH AND SAFETY AND ANCILLARY SERVICES

The Employer will provide a safe and accessible work environment for all employees to the best of its ability to the extent that it has control over the environment. The Employer also expects Employees to follow both WMed and facility procedures regarding patient safety events, which can currently be found on links through WMed's residency management system.

WMed will also substantially comply with ACGME guidelines regarding supportive and ancillary services. In accordance with those guidelines, which may be modified from time to time, WMed will not excessively rely on residents to fulfill non-physician obligations.

In addition, in the event that concerns related to Employee health and safety and supportive and ancillary services arise, the Union may raise the concern at a Labor Management Committee meeting with the express understanding that PHI may not be disclosed during such meetings.

Within 30 days of ratification of the agreement, the Employer will identify a process for Employee(s) to submit concerns related to Employee(s) health and safety and supportive and ancillary services. The process will outline how to submit concerns and how WMed will communicate with the Employee(s) regarding the status of WMed's efforts to address same. After the process is identified, WMed will respond to concerns raised within thirty (30) days.

ARTICLE XX: IMPAIRMENT

All employees must arrive for work adequately rested and fit to provide patient care. Any concerns regarding an employee's fitness for duty should be immediately reported to the Employer in accordance with the Employer's policy regarding impairment, which may be modified by WMed from time to time in WMed's sole discretion. WMed will provide notice to the Union when the policy is modified.

Employees may be required to complete fitness-for-duty evaluations and/or to submit to drug/alcohol testing upon request of WMed. If WMed requires a fitness-for-duty evaluation, an Employee may request that the evaluation be conducted by the Health Professional Recovery Program (HPRP) which, if approved by WMed, would be solely authorized to determine fitness for duty and endorse the return to work of referred employees. However, WMed retains the right to determine, in its sole discretion, the appropriate third-party to conduct a fitness for duty evaluation. WMed may also require an Employee to successfully complete an appropriate treatment program or other program aimed to address the impairment if they are found to be suffering from impairment or if they test positive for drugs or alcohol. If an Employee refuses to complete a required evaluation, testing, or program, or is found to have violated WMed's policy, they will be subject to disciplinary action up to and including termination. The Employer may also be required to report such conduct to State of Michigan and/or other appropriate entities.

In accordance with the Discipline and Discharge section of this contract, matters of suspension or termination from, or appointment or non-reappointment to, a residency/fellowship training program, and all other actions related to academic or clinical performance, shall remain within the exclusive discretion of the Employer and shall not be subject to the Grievance and Arbitration Procedure. The Employer shall not discharge or take other disciplinary action for misconduct that is not related to academic or clinical performance without just cause. Employees must abide by the WMed Code of Conduct.

ARTICLE XXI: RESTRICTIVE COVENANT

In accordance with the Accreditation Council on Graduate Medical Education, no Employee will be required to sign a non-competition guarantee.

ARTICLE XXII: SEVERABILITY

If any provision of this Agreement is found invalid because it is contrary to Federal or State law, that provision shall be null and void, but the remainder of the Agreement shall remain in full force and effect.

ARTICLE XXIII: NO STRIKE

1. During this term of this Agreement, no Employee shall engage in any strike (including sympathy strikes), sit-down, slow-down, cessation of work, stoppage of work, interruption of work, boycott, or other interference with the operations of WMed, its affiliates or training sites.

2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike (including sympathy strike), sit-down, slow-down, cessation of work, stoppage of work, interruption of work, boycott, or other interference with the operations of WMed or its affiliates or training sites, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law, should any conduct prohibited by this Article occur, the Union, within 24 hours of a request by WMed, shall: (a) publicly disavow such conduct; (b) advise WMed in writing that such conduct has not been supported or sanctioned by the Union; and (c) notify Employees (electronically and by

posting notices on Union bulletin boards) of its disapproval of such conduct and instruct Employees to cease such action and return to work immediately.

4. Any Employee who engages in any activity prohibited by this Article shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge.

ARTICLE XXIV: DURATION

THIS AGREEMENT shall become effective as of April 9, 2025, and shall remain in full force and effect until through midnight June 30, 2027, and from year to year thereafter unless either party hereto shall notify the other in writing at least six (6) months prior to its expiration date or at least six (6) months prior to any subsequent automatic renewal date of its intention to change, modify or terminate this Agreement.

Except for retroactive wage increases for FY 25, which would be paid to eligible employees on the next payroll date after full ratification of the TAs by both parties, all other economic changes (changes to Paid Leave, Benefits and Holidays, and increase to Administrative Chief Resident stipend) will take place effective July 1, 2025.

WESTERN MICHIGAN UNIVERSITY
HOMER STRYKER M.D. SCHOOL OF
MEDICINE

RESIDENT AND FELLOWS ALLIANCE,
AFT MICHIGAN, AFT AFL-CIO

By: 

By: _____

Its: Dean, President, CEO

Its: _____

Date: 19 June 2025

By: _____

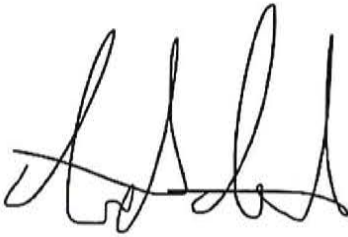
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Date: _____

RESIDENT AND FELLOW ALLIANCE, AFT LOCAL 5157, AFL-CIO



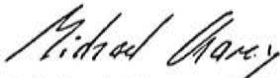
Mitchell Batchelder
Organizer, AFT Michigan, AFL-CIO



Adrian Armel, DO



Joshua Brown, DO



Michael Chaney, MD



Nitin Chilukuri, MD



Cynthia M. Lai, MD

A handwritten signature in cursive script, appearing to read "Andrew Lynch".

Andrew Lynch, MD, MSE

A handwritten signature in cursive script, appearing to read "Monica Patten".

Monica Patten, MD

A handwritten signature in cursive script, appearing to read "Dhruv Srinivaschar".

Dhruv Srinivaschar, MD

A handwritten signature in cursive script, appearing to read "Katelyn J Stoker, M.D.". The signature includes the letters "M.D." at the end.

Katelyn J Stoker, MD

A handwritten signature in cursive script, appearing to read "Stephen Szabadi".

Stephen Szabadi, MD

