# Collective Bargaining Agreement

*between*

Committee of Interns and Residents

*and*

University of Vermont Medical Center

July 10, 2026 – February 6, 2029

# Contents

Article I Agreement and Recognition ..... 4
Article II Access and Release Time ..... 4
2.6 Bulletin Boards ..... 5
2.8 New Hire Orientation ..... 5
2.9 CIR National Convention ..... 5
2.10 CIR Executive Committee ..... 5
Article III Ancillary Duties ..... 6
Article IV Severability ..... 6
Article V Commitment to Inclusivity and Non-Discrimination ..... 7
Article VI Health and Safety ..... 8
Article VII Employee List and Orientation ..... 9
Article VIII Labor Management Committee ..... 9
Article IX Liability/Malpractice Insurance ..... 10
Article X Management Rights ..... 11
Article XI Leaves ..... 12
11.2 Leave for Military Service ..... 12
11.3 Leave for Jury Duty ..... 13
11.4 Family and Medical Leave Act (FMLA) ..... 13
11.5 Birthing and Caregiver Leave ..... 15
11.6 Bereavement Leave ..... 16
11.7 Paid Time Off ..... 16
Article XII Resident Scheduling ..... 17
12.5 Maximum Clinical and Educational Work Periods ..... 18
Article XIII Corrective Action ..... 18
Article XIV Grievance and Arbitration ..... 18
14.1 DEFINITIONS ..... 18
14.2 PROCEDURE ..... 19
14.3 TIME LIMITS ..... 20
14.4 ARBITRATION PROCESS ..... 20
14.5 Decision and Remedy ..... 21
Article XV Health Benefits ..... 21
15.2 Group Medical and Prescription ..... 21
15.3 Dental ..... 22
15.4 Vision ..... 22
15.5 Life, and Short-Term and Long-Term Disability ..... 22
15.6 Optional Life, Additional Long-Term Disability, and Other Voluntary Benefits ..... 22

Article XVI Holidays ..... 22
Article XVII License Reimbursement & Training ..... 23
17.1 LICENSE REIMBURSEMENT AND REQUIRED TRAINING ..... 23
17.2 Examinations ..... 23
17.6 OTHER EDUCATIONAL EXPENSES ..... 24
Article XVIII Electronic Devices ..... 25
Article XIX Meal Allowance ..... 26
Article XX Education Time ..... 26
Article XXI Parking and Transit ..... 26
Article XXII Retirement/403B ..... 27
Article XXIII Moonlighting ..... 27
Article XXIV Program Closure ..... 28
Article XXV Fatigue Mitigation Transportation ..... 28
Article XXVI Uniforms and Supplies ..... 28
Article XXVII Union Payroll Deductions ..... 29
27.1 UNION SECURITY ..... 29
27.2 UNION PAYROLL DEDUCTIONS ..... 29
27.3 PROGRAMMING & ADMINISTRATIVE SERVICES ..... 30
27.4 CORRECTIONS OF ERRORS ..... 30
27.5 INDEMNIFICATION ..... 30
Article XXVIII Complete Agreement ..... 31
Article XXIX Successorship ..... 31
Article XXX Work Stoppage ..... 31
Article XXXI Salaries ..... 32
Article XXXII Childcare ..... 34
Article XXXIII Fertility ..... 34
Article XXXIV Immigration Protection and Visa Status Security ..... 34
34.1 Institutional Sanctuary Commitment ..... 34
34.2 Paid Release Time for Immigration Appointments ..... 35
34.3 Reimbursement for Immigration Costs ..... 35
34.4 Security of Residency Positions for Visa or DACA Holders ..... 35
34.5 Confidentiality ..... 36
34.6 Prohibition of Retaliation ..... 36
Article XXXV Duration & Execution ..... 36

# Article I Agreement and Recognition

**1.1** This Agreement is entered into on the 10th day of July, 2026 by and between the Committee of Interns and Residents Local 1957/SEIU (CIR), hereafter referred to as "Union," and the University of Vermont Medical Center, hereafter referred to as "UVMMC," for the period from July 10, 2026 to February 6, 2029.

**1.2** UVMMC recognizes the Union as the exclusive bargaining representative for the unit certified by the National Labor Relations Board in Case No. 03-RC-291818 for matters within the scope of representation as specified in the National Labor Relations Act, including the following:

**A.** All interns, residents, chief residents, and fellows employed by UVMMC in ACGME- or CODA-accredited programs with UVMMC as their home base and sponsoring institution.

**B.** Employees excluded from the unit are: All administrative chief residents, managers, guards, and supervisors as defined in the Act, and all other employees.

**C.** Unless expressly stated otherwise, the term "Resident" in this Agreement is intended to refer to any member of the bargaining unit, including; Interns, Residents, chief residents, and Fellows.

# Article II Access and Release Time

**2.1** UVMMC retains the right to enforce reasonable access rules and regulations.

**2.2** Designated Union representatives may conduct Union business at UVMMC in non-restricted areas, so long as the business does not interfere with patient care, UVMMC operations, or the assigned duties and responsibilities of the Residents.

**2.3** The Union will furnish UVMMC with a written list of all designated Union representatives who are authorized by the Union to conduct Union business. This list shall be maintained in a timely manner and any changes, additions, or deletions to the list shall be made in writing to the UVMMC Labor Relations Manager or their designee.

**2.4** The Union may reserve designated general purpose meeting rooms to hold events such as, but not limited to, Union meetings with Residents, ratification votes, delegation elections, and grievance investigations. Reservation requests shall be submitted in advance to the UVMMC Labor Relations Manager or their designee. Requests shall not be unreasonably denied and room reservations shall not be unrea-

sonably canceled. If a reserved room is canceled, UVMMC will act in good faith to provide a comparable alternative.

**2.5** Union meetings at UVMMC will not be open to employees who are not Residents and the Union will not conduct any business while onsite at UVMMC that addresses the organizing of additional bargaining units, the expansion of the current unit, or strike action.

**2.6 Bulletin Boards** UVMMC agrees to provide the Union one bulletin board located in a mutually agreeable and highly visible location near the entrance to the McClure Lobby. The bulletin board will have a protective enclosure that may only be accessed by key. Keys may be held only by the Union. The Union will visibly identify the bulletin board as space for the Union and will include an express disclaimer of UVMMC's responsibility for any posted item. The Union will have sole discretion over the content displayed in the bulletin board, except that no item may violate law, be personally derogatory, or be demonstrably untrue.

**2.7** Residents shall only engage in Union-related activities, consistent with applicable law, when they are not engaged in clinical care activities and operations, scheduled educational activities, or scheduled administrative time, and in non-restricted and non-patient care areas.

**2.8 New Hire Orientation** Upon advance notice of at least sixty (60) days, for any Union-related activities at each new hire orientation session, up to three current Resident representatives of the Union shall be granted release time.

**2.9 CIR National Convention** Upon advance notice of at least sixty (60) days, up to five elected CIR delegates will be released from work for up to three (3) days so that they can attend the CIR National Convention. If a Resident attending the CIR National Convention was scheduled to work during any of these three (3) days, the Resident shall switch with another Resident, subject to approval of their program. During this release time, Residents may elect to use Paid Time Off or take unpaid time.

**2.10 CIR Executive Committee** Upon advance notice of at least sixty (60) days, UVMMC will make reasonable efforts to not schedule any Union member elected or appointed to CIR's Executive Committee for duty so that they can attend the aforementioned Committee's quarterly meetings.

**2.11** Upon reasonable advance notice, any request for release time to conduct or participate in Union business or sponsored activities shall not be unreasonably denied.

# Article III Ancillary Duties

**3.1** Consistent with ACGME requirements, UVMMC acknowledges routine reliance on Residents to fulfill non-physician obligations increases work compression for Residents and does not provide an optimal educational experience. Non-physician obligations are those duties which in most institutions are performed by nursing and allied health professionals, transport services, or clerical staff. Examples of such obligations include transport of patients from their units for procedures elsewhere in the hospital; routine blood drawing for laboratory tests; routine monitoring of patients when off the unit; and clerical duties, such as scheduling. While it is understood Residents may be expected to do any of these things on occasion when the need arises, the learning objectives of Resident programs must be accomplished without excessive reliance on Residents to fulfill non-physician obligations.

**3.2** If ACGME defines and requires patient caps for any program, UVMMC will adhere to those patient caps to the extent required by ACGME. At the request of either party, patient caps and Resident work load will be a topic of discussion during the Labor Management meeting.

**3.3** All programs will determine their own call schedules, at the sole discretion of the program director or their designee. Program directors shall act in good faith to provide Residents on home call adequate rest periods as necessary to support fatigue mitigation.

**3.4** A backup risk plan for each program will be established by program directors in consultation with Residents to cover absences by Residents within the program. At the request of either party, back up risk plans will be a topic of discussion during the Labor Management meeting.

**3.5** UVMMC will adhere to ACGME requirements on Residents being instructed and supervised by faculty members.

# Article IV Severability

**4.1** In the event that any part of this Agreement is held to be illegal, invalid, void or unenforceable by any court of competent jurisdiction, all of the remaining conditions and provisions of this Agreement will remain in full force and effect during the term of this Agreement. In the event that any provision of this Agreement is declared illegal, invalid, void or unenforceable, the parties agree to meet promptly upon the request of the other party in an attempt to reach an agreement on a substitute provision.

# Article V Commitment to Inclusivity and Non-Discrimination

**5.1** UVMMC honors and respects that its Resident programs consist of a diverse community comprised of individuals having many perspectives and identities, who come from a multitude of backgrounds and experiences, and who have distinct needs and goals.

**5.2** Diversity, equity, and inclusion shall be a topic at regular Labor Management Committee meetings at the request of either party.

**5.3** UVMMC is an equal opportunity employer and all Residents will be respected for who they are as a person, including their race, color, religion, national origin, ancestry, age, sex (including gender, pregnancy and childbirth, and medical conditions related to pregnancy, childbirth, and/or breastfeeding), sexual orientation, gender identity or expression, physical or mental disability, genetic characteristics or genetic information, service in the uniformed services or status as a covered veteran, crime victim status, Union activity/affiliation, or any other characteristic protected under applicable law. Equal employment opportunity applies to all aspects of the relationship between UVMMC and its Residents, including, but not limited to, their recruitment, employment, training, working conditions, salaries and benefits, and the application of UVMMC policies.

**5.4** UVMMC and the Union shall not discriminate against any Resident on the basis of any protected characteristic, the parties are committed to creating and maintaining a work environment free of harassment, including sexual harassment. UVMMC shall maintain a policy on harassment, including sexual harassment, setting forth the complaint procedure by which charges of harassment shall be investigated. Claims of harassment will be filed under UVMMC's internal complaint procedure simultaneously to being filed under the grievance and arbitration provisions of this Agreement. The grievance will be held in abeyance while the matter is processed through UVMMC's internal complaint procedures. If the grievant or the Union is not satisfied with the determination made by the internal procedures or if a decision is not rendered within three months from the date that the complaint was filed, the grievance may be processed through the provisions of this Agreement.

**5.5** All Residents' religious beliefs will be respected by UVMMC and, in accordance with applicable law, UVMMC will make reasonable accommodations to allow any Resident to perform or engage in the observance of their religion, including the observance of Religious Holidays. Residents may use paid time off as needed for the observance of Religious Holidays.

# Article VI Health and Safety

**6.1** UVMMC will provide a healthy and safe work environment for Residents in compliance with all applicable health and safety laws and regulations. To achieve these goals, UVMMC agrees to the following:

**A.** Provide any educational materials prepared by the infection control program, including any protocols for needle sticks or exposure to bloodborne pathogens, are made available to Residents.

**B.** Provide any required personal protection equipment ("PPE"), including masks, gloves, gowns, goggles, "lead" (different sized aprons or vests/skirts, eye and head-wear), and any other appropriate equipment as needed at each assigned patient care location.Residents in Radiology will be provided personal/individual lead aprons and goggles and any program with a practice of providing personal/individual lead or industry-standard loupes at the time this Agreement was ratified will continue this practice. Any Resident who currently owns personal/individual lead or industry-standard loupes will not receive a second set.

**C.** Make a good faith effort to provide reasonable security for Residents and their property at all work locations under UVMMC's control, including the emergency department and other patient care areas, on-call rooms, and UVMMC parking lots.

**D.** In accordance with UVMMC security protocols, Residents may request that UVMMC security be present during any interaction with a patient or visitor in which they feel there is an increased risk to the safety of any member of the UVMMC community. Residents may request that UVMMC security enforce the UVMMC's firearm and weapon exclusion policy.

**E.** No Resident will be disciplined if they request security presence or request that security enforce UVMMC's firearm and weapon exclusion policy.

**F.** All Residents will be allowed to participate in an employer-provided Employee and Family Assistance Program (EFAP). EFAP will be totally confidential and will not be used against any Resident for pressure, intimidation, or any workplace ramification of any type for a Resident using or seeking counseling through this service.

**G.** In accordance with applicable laws and regulations on employees who are nursing, UVMMC shall provide reasonable time and appropriate private space for the purpose of expressing breast milk.

1. To the extent practicable, lactation rooms or other comparable space shall be provided in proximity to the work area that is appropriate for safe patient care.

2. If no such space exists in proximity to the employee's work area that is appropriate for safe patient care, UVMMC will designate an appropriate temporary space, which has suitable privacy and security, for the purpose of expressing and storing breast milk.

**H.** UVMMC, as part of its commitment to the reproductive freedom of its employees and patients, agrees to provide training for Residents to gain the skills to provide a full spectrum of reproductive care as required by the Resident's field of training. UVMMC will maintain a policy by which Residents may be excused from participating in reproductive care or treatment involving pregnancy termination, sterilization procedures, or reproductive technologies, and the care or treatment conflicts with the employee's cultural values, ethics, religious beliefs, or moral convictions, unless the emergency medical needs of a patient overrides the personal beliefs of the Resident.

**I.** UVMMC shall annually budget $10,000 to its Resident Fellow Quality Council (RFQC) for the purpose of supporting initiatives within the Council's purview. Monies budgeted to the RFQC pursuant to this Section must be spent in the academic year during which they were appropriated. Each GME program will be permitted up to two (2) Residents on the RFQC, selected by the Residents in that program. RFQC recommendations on how to spend the monies budgeted under this Section will be subject to approval by UVMMC, and such approval will not be unreasonably withheld.

# Article VII Employee List and Orientation

**7.1** UVMMC will make a good faith effort to provide by May 1, but shall provide no later than June 1 of each year and every three (3) months thereafter, the Union with an electronic list of all Residents and the list shall include the following information, if available, for each Resident: name, personal email address, work email address, mailing address, phone number, job title, and department.

**7.2** During orientations for new Residents, the Union shall be granted sixty (60) minutes to give a presentation on the Union, Union membership, and the collective bargaining agreement. At appropriate times during orientation, the Union shall be provided the use of one information table at or near orientation or virtual access for internet based portions of orientation. At the Union's request, UVMMC shall provide a schedule of annual, general orientations at least two weeks in advance.

# Article VIII Labor Management Committee

**8.1** In the interest of fostering a cooperative approach to resolving problems, the Union and UVMMC shall form a labor-management committee made up of

five (5) representatives of each party. The parties recognize that bargaining unit members and UVMMC representatives with an interest in the agenda may attend the meetings as non-participatory observers. The Union and UVMMC agree to hold labor-management meetings on a quarterly basis. These meetings will occur at a mutually acceptable time and date to discuss issues related to working conditions, facilities, and items related to this Agreement. These meetings may be attended virtually. UVMMC shall designate a UVMMC representative for the Union to initiate scheduling of the meetings with. Agenda items should be proposed and sent to the other party no later than one week prior to the meeting date.

**8.2** Resident wellbeing will be a topic of discussion during the Labor Management meeting, whenever requested by either party. Residents may also establish a well-being committee that UVMMC will support with an annual budget of $10,000 each academic year, to be spent on wellness items or events in compliance with any UVMMC and GME policies and procedures concerning expenditures. The Resident wellbeing committee will be empowered to administer the use of the committee funding, and may report to the full Labor Management committee on any wellness issue that affects policy concerns, benefits, or work related issues.

**8.3** UVMMC will maintain the current Resident lounge or lounges with current amenities. As soon as is reasonably practicable after the ratification of this Agreement, the topic of establishing a Resident lounge/breakroom for those programs that do not currently have a Resident lounge will be discussed at the Labor Management meeting.

**8.4** UVMMC shall maintain an adequate number of call rooms. Each call room will be equipped with a bed prepared for sleep, a desk, a hospital phone, a working computer with monitor, and a light. UVMMC will maintain a regular schedule for keeping call rooms in a state of good hygiene and will be responsible for making any necessary repairs.

# Article IX Liability/Malpractice Insurance

**9.1** UVMMC shall provide Residents with adequate professional liability insurance that shall cover the Resident while acting in the performance of their duties and assignments within the training program from the first day of employment. Claims made after graduation/or termination from the Resident training program are covered if based on acts or omissions of the Resident within the scope and course of their duties or assignments during training. Professional liability coverage does not extend to outside employment.

# Article X Management Rights

**10.1** Except as specifically limited by this Agreement, all management functions and responsibilities, whether or not possessed or exercised by UVMMC prior to execution of this Agreement are reserved exclusively to UVMMC. UVMMC's exercise of any management function or responsibility in a particular manner shall not preclude UVMMC from exercising the same in any other manner which does not expressly violate this Agreement. The exercise of the functions and responsibilities set forth in this Article shall not be subject to the grievance and arbitration provisions of this Agreement, unless such actions violate the express terms of this Agreement.

**10.2** The management functions and responsibilities of UVMMC include, but are not limited to, the following rights:

- to plan, determine, direct, and control the nature and extent of all of its operations and commitments;
- to determine the locations of its operations;
- to open, close, or consolidate its operations;
- to determine and modify the methods, procedures, materials, equipment, and operations to be used or to discontinue their use by Residents;
- to conduct interviews, or not, and to determine who participates in the interview process;
- to hire, train, and promote;
- to discipline and discharge as set forth in this Agreement;
- to establish and administer the policies, reasonable work rules, procedures, training methods, curricula, and standards relating to its individual Resident programs and Resident conduct, including the establishment of quality standards and performance standards, procedures, and evaluations;
- to determine Resident schedules;
- to determine and change shifts, starting and quitting times, and number of hours to be worked;
- to determine and reasonably grant leave requests;
- to utilize, assign, or transfer Residents as necessary in the interests of operational efficiency and patient care;

- to create, combine, discontinue, or otherwise modify any Resident programs, consistent with ACGME standards and requirements;
- to determine adequate staffing and coverage;
- to select and determine the qualifications of and number of its Residents, the number of its Resident programs, and to increase or decrease the size of any program consistent with ACGME standards and requirements;
- to determine and assign the work duties of Residents, consistent with ACGME standards and requirements;
- to create job descriptions; and
- in all other respects, to manage, direct, and control UVMMC and its workforce, and make any and all decisions affecting UVMMC and its Resident programs.

**10.3** None of the provisions of this Agreement shall operate to preclude UVMMC from taking action it deems necessary for the care and protection of patients, employees, equipment, and facilities in the event of a declared emergency. At the request of the Union, upon the declaration of an emergency, UVMMC shall meet with the Union as soon as is practicable to review any necessary emergency actions that may be inconsistent with the terms of this Agreement. If UVMMC deems it necessary to take emergency action inconsistent with the terms of this Agreement, UVMMC shall act in good faith to restore compliance with this Agreement as soon as is reasonably possible.

**10.4** None of the provisions of this Agreement is intended to limit the legal rights of the Union to bargain over the effects of any decision exercised by management in accordance with this Article.

# Article XI Leaves

**11.1** This Article sets forth the general criteria for various leaves of absence, with or without pay. If applicable State or federal law requires UVMMC to offer any leave in a manner that would be more generous to employees than is currently provided in this Article, UVMMC will comply with the law.

**11.2 Leave for Military Service** Residents who are called to military service and whose normal weekly pay exceeds any military service pay will be offered a pay differential. Eligible employees are required to submit a copy of their military leave earnings statement for the covered period.

For up to thirty (30) days of military leave, health insurance coverage will continue. For thirty-one (31) or more days, Residents may elect to continue health coverage with UVMMC at their own cost for a period of up to two (2) years.

Absence from the training program to meet military service obligations must be communicated to the program director and/or department with as much notice as possible. Residents who leave employment to perform military service will be entitled to reemployment consistent with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**11.3 Leave for Jury Duty** A Resident called to Jury Duty will receive regular compensation for time served. The program director must be notified as soon as a jury summons is received. Only the court, pursuant to the procedure outlined in the Jury Summons Notice, can grant deferment or excused absence from jury service. However, a Resident summoned for jury duty may request to be excused by virtue of participation in a graduate medical education program. The Resident may request from UVMMC a letter verifying the Resident's participation in the program to be submitted to the court. If the needs of the court do not require a full workday to fulfill jury obligations, the Resident may be expected to contact their program director about returning to work.

## 11.4 Family and Medical Leave Act (FMLA)

1. Reasons for Leave

   In accordance with UVMMC policy on the Family and Medical Leave Act (FMLA) and applicable state leave laws, an eligible Resident will be granted up to twelve (12) weeks of unpaid leave in accordance with UVMMC policy on FMLA, in a rolling twelve (12) month period. To be eligible for FMLA leave, a Resident must be employed at least twelve (12) months and have worked a minimum of 1,250 hours during the previous twelve (12) month period.

   FMLA will be granted to an eligible Resident for the following reasons:

   a. The Resident’s own serious health condition;
   b. To care for a family member (child, stepchild or ward who lives with the Resident, foster child, parent, spouse, or parent of the employee’s spouse) who has a serious health condition;
   c. Parental leave to bond with a Resident’s newborn or a child placed with the Resident for adoption or foster care;

2. Unpaid Leave

FMLA leave is unpaid, unless the Resident is eligible for paid birthing or caregiver leave, or the Resident elects to use their available paid time off to run concurrently with FMLA leave.

3. Intermittent Leave

   FMLA leave may be taken intermittently during FMLA leave for a Resident's own serious health condition or to care for a family member with a serious health condition. At the discretion of UVMMC, intermittent FMLA leave may be taken for the birth, adoption, or foster placement of a child.

4. Benefits Continuation

   During FMLA leave, UVMMC shall continue its contribution for the Resident's insurance coverage benefits as if the Resident was working.

5. Additional Leave

   a. Military Caregiver Leave: As provided under the FMLA, an eligible Resident who is required to care for a family member or "next of kin" who is a "covered service member" undergoing medical treatment, recuperation or therapy for a serious injury or illness shall be granted FMLA leave up to twenty-six (26) workweeks.

   b. Qualifying Exigency Leave: As provided under the FMLA, an eligible Resident who is the spouse, child, or parent of a military member may use FMLA leave to attend to any "qualifying exigency." Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

   c. Supplemental Family Leave: In accordance with UVMMC policy, Residents eligible for FMLA leave who require more than their 12-week leave entitlement may be granted an additional four (4) weeks of unpaid leave during a rolling 12-month period. This supplemental family leave shall be requested and granted under the same provisions applicable to FMLA leave.

   d. Short-Term Family Leave: Under the Vermont Parental and Family Leave Act (VPLFA), Residents eligible for FMLA leave may also be granted unpaid leave up to four (4) hours in any thirty (30) day period, not to exceed twenty-four (24) hours of leave within a rolling 12-month period. Short-term family leave may be granted for reasons set forth under the VPFLA, including: participation in school activities for a Resident's child, stepchild, foster child, or ward; attending an immediate family member's routine medical or dental appointments, or

other appointments for the family member's care or well-being; or to respond to a medical emergency involving a Resident's immediate family member.

6. Notice and Certification

   a. If the need for any leave taken under this Section is foreseeable, the Resident shall give UVMMC notice at least ninety (90) calendar days in advance or as soon as possible thereafter. If the need for leave is not foreseeable, the employee shall give UVMMC notice as soon as practicable.

   b. Requests for leave must include a written request from the Resident indicating the start and anticipated return dates and, if applicable, any certification documents requested by UVMMC or its third-party leave administrator. Failure to provide required certification may result in delay of the leave until the required certification is received.

   c. Approved requests for leave must include the start date and return to work date, any anticipated requirements for additional training time, and conditions for return to work as indicated.

## 11.5 Birthing and Caregiver Leave

**A. Birthing Leave** UVMMC shall provide up to six (6) weeks of parental leave with pay to a birthing person in the event of vaginal birth, or up to eight (8) weeks in the event of a c section or birth with complications requiring additional leave.

The intent is that the six (6) or eight (8) weeks of leave is the maximum amount of birthing leave per pregnancy. For example, a Resident having twins would not receive twelve (12) workweeks. Paid birthing leave shall run concurrently with any FMLA leave.

At any point within the two (2) weeks prior to a pregnant Resident's due date, the Resident may also take ante partum leave with pay. Caregiver leave may also be taken in addition to birthing leave.

**B. Caregiver/Parental Leave** UVMMC shall provide up to seven (7) weeks of caregiver leave with 100% pay once during each Resident's training program for one caregiver leave event. The opportunity to take this leave will be exhausted after this caregiver leave event. For any subsequent caregiver leave event, an additional four (4) weeks of caregiver leave at 60% pay will be provided, except that no more than one paid caregiver leave of absence may be taken on a rolling one-year basis (e.g., if a Resident uses seven weeks of 100% paid leave in the beginning of 2027, they will not be able to use four weeks of 60% paid leave until the beginning of 2028 at the earliest). While on caregiver leave at 60% pay, Residents may use Paid Time Off to

supplement the remaining 40% of their base pay. Caregiver leave may be granted to care for a Resident's newborn or a child placed with the Resident for adoption or foster care within twelve (12) months of the birth or placement, or to care for a family member (child, stepchild or ward who lives with the Resident, foster child, parent, spouse, or parent of the employee's spouse) who has a serious health condition. Paid caregiver leave shall run concurrently with any FMLA leave, subject to the Notice and Certification requirements set forth above.

## 11.6 Bereavement Leave

A Resident shall receive up to three (3) paid days for bereavement purposes in the event of the death of the Resident's spouse, parent, child, sibling, grandparent, grandchild, and in-law and step relatives of the relationships listed herein. This provision also covers other related persons residing in the Resident's household and requests for exceptions for other close friends, family, or chosen family members may be granted at the discretion of UVMMC. In addition to any eligible bereavement leave, Residents shall be permitted to use paid sick leave and/or paid vacation for funeral attendance/ bereavement.

## 11.7 Paid Time Off

a. Residents are entitled to twenty (20) work days (Monday-Friday) of vacation time per academic year and, when a Resident takes a full week of vacation, they will be entitled to take off the weekend (Saturday and Sunday) either before or after the week. Residents are also entitled to five (5) sick or personal days each academic year. Residents will not be shamed or intimidated for taking their vacation, sick, or personal days. Requests for vacation, or sick or personal days will not be unreasonably denied.

b. Paid time off is granted annually and does not roll over to a new academic year. Unused paid time off will not rollover to the next academic year. Residents will not be reimbursed for any unused time at the end of each academic year or upon leaving or graduating from their training program.

c. Residents are not required to use any portion of their annual paid time off to sit for exams required to maintain their status in the program nor for recognized UVMMC holidays.

d. Paid time off shall be scheduled by each program's scheduling policies and practices, in compliance with ACGME or other certifying board requirements.

e. In scheduling paid time off for vacation, programs should take into account any requests for specific dates or blocks of time by individual Residents, but all parties

understand that it may not always be possible to accommodate a Resident's requests. In programs where vacation is predetermined, the program may develop a practice to solicit the Residents as to the vacation schedule that best fits the Resident's needs. Programs will work with Residents to allow them to change pre-determined vacation time if it does not meet the Resident's needs.

f. Residents using paid time off for sick leave will not be required to find their own coverage.

g. During the appropriate year of training, Residents are further allowed at least five (5) work days to participate in post graduate interviews. Additional interview days may be granted at the discretion of the program director. Interview days granted are not transferable to vacation or sick/personal days.

**11.8** The parties acknowledge taking any leave under this Article may require that a Resident make up time if required for graduation, for academic reasons or board certification. The program director will work with the Resident to minimize any required extension of training.

# Article XII Resident Scheduling

**12.1** In accordance with ACGME requirements, Residents may attend medical, mental health, and dental appointments during work hours. For non-urgent appointments, schedule arrangements must be planned in advance with the Resident's program director.

**12.2** All Residents will be guaranteed a minimum of one day in seven free from patient care and educational obligations, averaged over four weeks. There will be no required events, training, or work of any type for Residents on their scheduled day off.

**12.3** The Residents scheduled day off will not be unreasonably canceled or changed due to the Resident taking a vacation day, sick day, personal day, or in the event of a Holiday. In the event that the Resident's day off is canceled, the Resident will receive another day off within the same academic year.

**12.4** In the event of major systematic program changes made by UVMMC to the Resident's scheduling of rotations, each Program Director will make a good faith effort to work with the Residents and allow them to change a rotation that they have already completed and there is no academic need for them to repeat, so that they are not being used as a place filler in an already completed rotation, which would delay them in completing Rotations that are needed to complete their Residency, or prevent/delay

them from working on their specialization in later Post Graduate Years. Residents will perform rotations that are needed for the care of UVMMC patients.

### 12.5 Maximum Clinical and Educational Work Periods

UVMMC will follow ACGME requirements on maximum clinical and educational work periods.

## Article XIII Corrective Action

**13.1** Academic and clinical misconduct: Decisions or judgments by UVMMC related to all academic matters, including, but not limited to, determinations that a Resident has failed to satisfy any requirements of their training program, such as clinical competence and professional standards of conduct related to a Resident's acquisition of core competencies, as well as the development of the clinical skills necessary to function as a physician in the Resident's medical specialty, shall not be subject to review under the grievance and arbitration procedure set forth in this Agreement.

**13.2** For non-academic and non-clinical misconduct, Residents will not be subject to corrective action without due process and for just cause. In appropriate circumstances such as, but not limited to, a patient privacy violation involving disclosure to third parties, violent physical conduct, unlawful discrimination or harassment, being under the influence of a controlled substance while at work, or other serious violations of the UVMMC Code of Conduct in accordance with just cause standards, suspension or discharge may be imposed in the first instance.

## Article XIV Grievance and Arbitration

### 14.1 DEFINITIONS

1. Grievance: A grievance is defined as a claim that the employer has violated a specific provision of this Agreement during the term of this Agreement.
2. Process: All grievances will be filed with the UVMMC Labor Relations Manager or their designee.
3. Eligibility: A grievance may be raised through this procedure by either the Union or UVMMC.
4. Consolidation: Grievances brought by or related to two or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may be consolidated for the

purposes of this procedure upon mutual agreement of UVMMC and the Union, provided that the time limits described in this article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances. Notwithstanding the foregoing, the Union can on its own bring a "class" grievance on behalf of two or more bargaining unit members.

5. Representation: A Resident shall have the right to a Union representative at all steps of the grievance and arbitration procedure.

## 14.2 PROCEDURE

Step 1: Informal Review. As soon as practicable, the parties shall informally discuss the grievance. The informal discussion on a grievance related to a Resident or Residents within the same training program will involve the Program Director. All parties shall attempt a resolution of the matter. If the grievance is not resolved through informal discussions, or if the discussion does not take place due to time constraints the Union or UVMMC may file a formal grievance as set forth below.

Step 2: A formal grievance must be filed in writing. The Union will file the grievance with the UVMMC Labor Relations Manager or their designee. UVMMC will file the grievance with the Union's designee. The written grievance must be filed within thirty (30) calendar days after the date on which the filing party knew or could have reasonably been expected to know of the event or action which gave rise to the grievance. Formal grievances should in general set forth:

a. The specific section and provisions of the Agreement alleged to have been violated;

b. The action grieved and how it violated the above mentioned provisions;

c. The date of the occurrence of the alleged violations; and

d. The remedy requested.

Upon request by the filing party, the parties shall meet in a reasonable time to discuss the grievance. Within fifteen (15) calendar days after the meeting is held, a written response will be issued.

Step 3: If the grievance is not resolved at Step 2, the grievance may be appealed in writing. The Union will file an appeal with the UVMMC Labor Relations Manager or their designee. UVMMC will file an appeal with the Union's designee. The written appeal must be filed within fifteen (15) calendar days of the date on which the written response at Step 2 was issued.

a. Upon request by the filing party, the parties shall meet in a reasonable time to discuss the appeal. The Step 3 meeting may be waived by mutual agreement and confirmation in writing by either party.

b. Decision: A written decision on the appeal shall be issued within fifteen(15) calendar days following the Step 3 meeting or agreement to waive the Step 3 meeting. The decision may be appealed to arbitration as outlined below within thirty (30) calendar days of the date on which the decision was issued.

c. Electronic Filing: All notices, filings, and written responses required by this Article may be sent electronically, by email.

## 14.3 TIME LIMITS

Time limits set forth in this Article may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a weekend or holiday will be automatically extended to the next weekday. If a formal grievance is not appealed to the subsequent step of the procedure within applicable time limits and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the written response. Failure to reply to a grievance within the time limits specified automatically grants the filing party the right to process the grievance to the next step of the grievance procedure.

## 14.4 ARBITRATION PROCESS

1. A request for arbitration may be made by either party after exhaustion of the grievance procedure. The request for arbitration must be filed with the other party within thirty (30) calendar days of the Step 3 grievance decision being issued, or the step 3 meeting being waived by the parties.
2. The parties agree to use the American Arbitration Association (AAA) procedures for any arbitration under this Agreement or, by mutual agreement the parties may elect to use different procedures or an alternative process for arbitrator selection.
3. The arbitrator's fees shall be borne equally by the parties. Either party may request stenographic services and the fees shall be borne equally by the parties, unless the parties agree otherwise in advance. Each side shall pay the cost of preparing its own case, including attorneys' fees.
4. Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the issue(s) presented at Step 2. Issues or allegations which were known or should have been known to either party but not introduced by the Step 2 process shall not

be introduced by either party at the arbitration hearing. Evidence concerning the issues or allegations presented at Step 2 may be presented during the Arbitration process regardless of when such evidence was made aware to the parties.

5. The arbitrator's authority shall be limited to determining whether the arbitrable provisions of this Agreement have been violated and to ordering corresponding remedies. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement. To the extent UVMMC's action is based upon academic or clinical judgment, the arbitrator shall have no authority or jurisdiction to substitute their judgment for that of UVMMC and its agents.

   The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing, or within the post-hearing time lines agreed to by the parties during the hearing.

### 14.5 Decision and Remedy

The decision of the arbitrator shall be final and binding on the grievant, UVMMC and the Union.

## Article XV Health Benefits

**15.1** UVMMC will provide eligible Residents a comprehensive and flexible benefits package, including group medical coverage, dental and vision plans, life insurance, short-term and long-term disability insurance, health care and dependent care reimbursement accounts, and other voluntary benefit programs offered to other UVMMC employees. In alignment with UVMMC's collective bargaining agreements with nurses and technical professionals, the terms of all benefit plans, including, but not limited to, premium costs, are subject to change, once per year, provided that such changes are uniformly applied to all UVMMC employees participating in the benefit plan(s). At least sixty (60) days prior to the implementation of any change, UVMMC will notify the Union of and, at the Union's request, meet and confer with the Union regarding the change.

### 15.2 Group Medical and Prescription

UVMMC and Residents will contribute to the full cost of group medical coverage, and a full-time Resident will pay no more than the percentage contribution paid by other UVMMC employees, except that in no circumstances will a Resident pay more than 20% of the total annual cost of any plan. Prescription benefits will be included in all UVMMC group medical coverage plans.

### 15.3 Dental

UVMMC and Residents will contribute to the full cost of dental coverage, and a full-time Resident will pay no more than the percentage contribution paid by other UVMMC employees, except that in no circumstance will a Resident pay more than 25% of the total annual cost of any plan.

### 15.4 Vision

Residents will pay for the full cost of any vision plan.

### 15.5 Life, and Short-Term and Long-Term Disability

For all eligible residents, UVMMC will pay for the full cost of basic life insurance in the amount of two times the Resident's annual base salary, short-term disability insurance that provides a Resident with up to 100% of their pre-disability earnings, and long-term disability insurance that provides a Resident with up to two-thirds of their pre-disability earnings (up to a defined maximum monthly benefit).

### 15.6 Optional Life, Additional Long-Term Disability, and Other Voluntary Benefits

All eligible Residents have the option to purchase additional life insurance, long-term disability coverage, and other voluntary benefits at their own expense. Voluntary benefits currently offered include, but are not limited to: additional employee life and accidental death and dismemberment (AD&D) insurance, spouse life insurance, child life insurance, accident insurance, critical illness insurance, hospital indemnity insurance, pet insurance, and access to a Health Savings Account ("HSA") and Flexible Spending Accounts ("FSA"), including a General & Limited Purpose FSA and a Dependent Care FSA.

## Article XVI Holidays

**16.1** Residents will follow the UVMMC holiday schedule, which includes the following holidays and any associated administrative closing days:

1. January 1 (New Year's Day)

2. Memorial Day
3. Independence Day (July 4th)
4. Labor Day
5. Thanksgiving Day (Fourth Thursday in November)
6. December 24
7. December 25

**16.2** If UVMMC amends its holiday schedule on an organization-wide basis, the amended schedule, including any additional holidays, will be considered incorporated into this Agreement.

**16.3** To the extent practicable, UVMMC will endeavor to grant the above listed holidays off, operational needs permitting by program. Holidays off will be rotated as equally as possible to afford each Resident a fair share of the holidays off.

**16.4** The parties further acknowledge the demands of a Resident's schedule may not afford them the same opportunity as other employees to take holidays off. Given these unique circumstances, if a Resident is not scheduled to be off on any holiday recognized by the UVMMC holiday schedule, Residents will be provided an alternate day off during the same scheduling block if reasonably feasible, but no less than during the same academic year for each holiday, and this provision is intended to give priority for Resident's requests for observance of Martin Luther King Day (Third Monday in January), Juneteenth (June 19th), or non-listed cultural or religious holidays.

# Article XVII License Reimbursement & Training

## 17.1 LICENSE REIMBURSEMENT AND REQUIRED TRAINING

Residents are required to maintain a Vermont medical license during the term of their training program. UVMMC will fund the acquisition of a limited temporary Vermont medical license during the term of the Resident's training program. In the event the standard length of the training program exceeds the number of renewals available for limited temporary Vermont medical license, UVMMC will fund the acquisition of a permanent Vermont medical license.

Residents wishing to acquire a permanent Vermont medical license prior to exhausting the time limits of a limited temporary Vermont medical license may do so at their own expense.

## 17.2 Examinations

1. Residents will receive reimbursement for fees paid directly for USMLE Step III/ COMLEX III exam fees and a one-year subscription to one question bank approved by the Resident's program director.
2. To be eligible for reimbursement, Residents must register for the USMLE Step III/ COMLEX III examination on or by December 31 of the Resident's second year of training. Residents will receive reimbursement for any specialty board certification examination necessary for the Resident to continue in their residency training. Residents are only eligible to receive this reimbursement once during the term of their employment.
3. UVMMC will directly pay for in-service training exam (ITE) fees.
4. UVMMC will reimburse Residents for the cost of the following licenses or certifications, provided that the license or certification is required by the Resident's program: BLS, ACLS, ATLS, PALS, ALSO, and NRP.

**17.3** In accordance with UVMMC policy on tuition assistance, all Residents after one (1) year of employment will be eligible for up to $3200.00 in tuition reimbursement per academic year. Residents who have been employed for more than five (5) years are eligible for additional tuition reimbursement up to $1800.00 per academic year. Reimbursement for part-time employees is pro-rated.

**17.4** UVMMC will, within its ability, work with Residents to implement medical education related grants, funding, and events that provide additional training/education.

**17.5** In order to promote the practice of evidence-based medicine and support scholarly pursuit, UVMMC will work in conjunction with the Dana Medical Library to provide academic materials requested by Residents. Requests for academic materials will not be unreasonably denied and UVMMC will work in good faith to fulfill requests in a timely manner.

## 17.6 OTHER EDUCATIONAL EXPENSES

In addition to the other benefits set forth herein, Residents will have access to an annual education stipend of $3,000 per academic year. Up to $1,800 of unused education stipend funds may roll over to the next academic year, but they must be spent in that subsequent year. Education stipend funds may be spent on textbooks or journals, exam review materials, board certification fees, fellowship ERAS token or similar fellowship application fees, professional association membership fees, business/professional expenses incurred in connection with conference attendance in compliance with applicable UVMMC policies on business travel reimbursement, courses related

to a Resident's specialty, electronic devices to be used solely for medical or educational purposes that are reasonably related to a Resident's specialty (excluding laptops, tablets, or watches or similar wearable technology), or other medical equipment reasonably related to a Resident's specialty (excluding clothing, except that Residents may purchase reasonably priced OR-dedicated footwear that complies with UVMMC policies on health and safety, infection control, and appropriate workplace appearance). Residents will submit requests for education stipend funds to their program director, or program administrator. Decisions about what is "reasonably related to a Resident's specialty" shall be ultimately made by the program director or program administrator, in consultation with the DIO or their designee as needed. The DIO or their designee will be ultimately responsible for approving requests in accordance with this Agreement.

To reimburse the cost of a cellphone plan used predominantly for business purposes, Residents may with sufficient supporting documentation elect each year to cash out up to $600 of their education stipend on a post-tax basis in equal installments on UVMMC's regular payroll schedule. Residents electing to cash out their education stipend for a cellphone plan must inform UVMMC's designated representative the later of three weeks after the beginning of the new academic year or three weeks after the Resident's date of hire.

Contingent on funding availability, a program may provide additional funds to Residents for licensure, certification, examination study materials, and other educational purposes in addition to those listed in this Article, provided that such funds will be available on an equitable basis within the respective program.

# Article XVIII Electronic Devices

**18.1** Each Resident shall be provided with a pager by UVMMC, as necessary to perform the Resident's job.

**18.2** Once during their training, Residents may request and will be provided an up-to-date laptop computer in good and usable condition for work use that is selected and issued by UVMMC. Laptops shall be issued as soon as is practicable after receiving a Resident's request. UVMMC will not remove current computers in clinical spaces. All Residents will continue to have access to a Microsoft Office or an equivalent industry-standard suite of programs on all work-related devices.

**18.3** All Residents shall return any provided electronic devices when they conclude their training program at UVMMC.

**18.4** Residents shall be provided with a UVMMC email account, to which they will retain access throughout their training program.

## Article XIX Meal Allowance

**19.1** In each academic year, all Residents will receive an annual meal allowance of $1,950. Residents may elect each year to receive this meal allowance either on a pre-tax basis on a UVMMC meal card or may cash out their meal allowance on a post-tax basis in equal installments on UVMMC's regular payroll schedule. Residents electing to cash out their meal allowance must inform UVMMC's designated representative the later of three weeks after the beginning of the new academic year or three weeks after the Resident's date of hire. If a Resident does not elect to cash out their meal allowance by this deadline, the Resident will default to receiving a UVMMC meal card. For Residents who receive a UVMMC meal card, any remaining balance on the last day of the academic year will carry over to the following year, except that in no event may a Resident cash out any rolled over portion of their meal allowance.

## Article XX Education Time

**20.1** The Union and UVMMC recognize that education is a key component of UVMMC's Resident programs. Scheduled academic time, including, but not limited to, didactics, conferences, courses, simulations, computer training sessions, and orientation days, shall be protected to the furthest extent practicable. During such scheduled academic time, releasing Residents from clinical duties will not be unreasonably withheld.

## Article XXI Parking and Transit

**21.1** UVMMC will provide safe free parking to all Residents in accordance with UVMMC's Parking Policy. This will include parking at the McClure parking garage, ACC garage, or South parking lot. To the extent possible, Residents will be primarily assigned to the McClure parking garage. In the unanticipated event UVMMC determines the McClure parking garage needs to be substantially or fully closed during the term of this Agreement, the following will occur: (1) UVMMC agrees it will provide Residents and the Union notice of the closure at least 30 days in advance or as soon as possible thereafter; (2) at the time of the closure, Residents may be assigned to park in the ACC garage, South parking lot, Jeffords parking lot, or any other parking lot or garage mutually agreed to by the parties; and (3) at the Union's request, UVMMC will negotiate with the Union over the effects of the closure, including, but not limited to, how Resident parking assignments may be prioritized.

**21.2** UVMMC will provide bike racks for Residents to park their bikes at UVMMC's main campus.

**21.3** When a Resident is required to work at an external location different than their regular work location(s), the Resident will be paid mileage equal to the difference between the Resident's regular commute and the Resident's travel to the different location (per UVMMC standard mileage reimbursement rate at the time).

# Article XXII Retirement/403B

**22.1** Immediately upon hire, all Residents will be eligible to enroll in UVMMC's 403(b) Retirement Plan per the terms of the summary plan description. Residents who have not taken any action to enroll or opt out will be automatically enrolled per the terms of the Plan. UVMMC agrees there will be no reductions in retirement benefits for bargaining unit employees during the term of this Agreement. If UVMMC improves the 403(b) retirement plan for non-bargaining unit employees during the term of the Agreement, such improvements shall also be applied to the retirement benefits of bargaining unit employees.

# Article XXIII Moonlighting

**23.1** Nothing in this Agreement is intended to limit the rights of Residents to moonlight provided that such moonlighting is permitted by the Resident's program and does not interfere with the ability of the Resident to achieve the goals and objectives of the educational program. Before a Resident may accept any outside employment, they must obtain the written approval of the program director. Separate written approval is needed for each outside employment site, for each separate position within the same employment site, and for all changes thereof. Permission must be approved annually and such approval shall not be unreasonably denied.

**23.2** In no instance may a Resident engage in outside employment when such employment may require the Resident's physical presence or personal attention during regularly assigned duties as a UVMMC Resident. All moonlighting hours must comply with the duty hours regulations as specified by ACGME. UVMMC and Residents will comply with the ACGME requirements regarding moonlighting and all moonlighting hours must comply with the duty hours regulations as specified by ACGME.

# Article XXIV Program Closure

**24.1** UVMMC will comply with ACGME requirements concerning limitations or termination of programs. Residents will be notified promptly of an approved plan to implement a reduction in the size of or closure of their training program. To the extent possible, any such reduction or closure will be phased in to permit Residents to complete their education.

**24.2** UVMMC will notify all Residents in any affected program as soon as reasonably practicable but no later than thirty (30) days of any decision to reduce or discontinue any training program.

**24.3** UVMMC will notify all Residents in any affected program as soon as reasonably practicable but no later than thirty (30) days upon receipt from ACGME or CODA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.

# Article XXV Fatigue Mitigation Transportation

**25.1** In the event a Resident is too fatigued to drive home safely at the end of a shift, the Resident has the following options:

a. Sleep in an available call room until able to drive safely; or

b. Utilize a taxi or other transportation service (e.g., Uber, Lyft) to take the Resident to and/or from the hospital and to and/or from their verifiable home address. The Resident is entitled to seek reimbursement from UVMMC for the cost of the transportation. UVMMC may impose reasonable rules to verify the use and cost of transportation under this Article.

# Article XXVI Uniforms and Supplies

**26.1** UVMMC will provide at no cost to the Resident the following:

**A. WHITE COATS**

1. Two (2) new non-embroidered long white physician coats in an appropriate size will be issued to each Resident. UVMMC will replace any white coat that is overly soiled, damaged, or lost by the laundry service.

**B. SCRUBS**

1. In accordance with UVMMC policy on hospital scrubs, scrubs shall also be provided to each Resident that are properly sized to the Resident.

2. UVMMC scrubs will not be worn or carried off UVMMC premises.

**26.2** Residents are responsible for taking good care of all supplies, equipment, and workspaces provided to them by UVMMC. Residents will contact their program administrator/director when any UVMMC-provided supplies, equipment, or workspaces are depleted or in disrepair. UVMMC agrees it will promptly act to repair or replace any UVMMC-provided supplies, equipment, or workspaces that are depleted or in disrepair.

# Article XXVII Union Payroll Deductions

## 27.1 UNION SECURITY

All Residents as a condition of employment, to the extent permissible by applicable state law, beginning on the 31st day following employment or 31 days after the execution of this Agreement, whichever is later, shall be required to enroll as a member of the Union or pay a fee as a core agency fee payer. The Resident shall pay to the Union its normal Union dues or an agency fee in an amount equal to the Union's regular dues minus any amount that is not a contribution toward the administration of this Agreement, such payment to continue throughout the term of this Agreement.

It is the understanding of the parties that for the purposes of payroll deduction as set out in Article 27 that dues deductions shall include the authorization for the deduction of either dues or an agency fee.

The initial deduction of Union payroll deductions shall occur by the first of the month following thirty (30) days of the Union's notice of ratification to UVMMC and the Union's provision of any required information set forth below.

## 27.2 UNION PAYROLL DEDUCTIONS

1. The Union will provide UVMMC with certification from each Resident that dues deductions have been authorized. UVMMC agrees to make dues deductions at the rate set by the Union. Certifications for Union dues deductions will be electronically submitted to payroll@uvmhealth.org.
2. The Union will also provide UVMMC with certification from any Resident who has authorized any other Union-related payroll deductions. Certifications for any other Union-related payroll deductions will be electronically submitted to payroll@uvmhealth.org and, each time the Union provides certification for any other Union-related payroll deduction, the Union will submit a spreadsheet in a format determined by UVMMC that outlines all deductions made under this

Section. UVMMC agrees to make other Union-related payroll deductions at the rate set by the Resident.

3. Any changes in the rate for Resident dues or other Union-related deductions shall be certified by the Union, in writing, at least forty-five (45) days prior to the effective date of the change and delivered to the UVMMC Labor Relations Manager or their designee. If the Union changes its dues rate or any other Union-related deductions more than once in a 12 month period, the Union will pay any reasonable administrative charge incurred by UVMMC for payroll system programming.
4. The authorization for Union payroll deductions shall remain in full force and effect during the full term of an individual Resident's employment, unless UVMMC has been informed by the Union or the Resident to cease or modify the deductions.

## 27.3 PROGRAMMING & ADMINISTRATIVE SERVICES

On a monthly basis, UVMMC agrees to electronically transfer payroll deductions to the Union and provide a remittal report in a format determined by UVMMC that lists the amount of Union payroll deductions. UVMMC will separately itemize dues from any other Union-related payroll deductions on the remittal forms provided the Union.

UVMMC shall not be responsible for payroll deductions with respect to any Resident for a payroll period in which the Resident: is in an unpaid leave status for the pay period; is receiving workers' compensation, unemployment insurance, or disability benefits for the pay period; or, otherwise has earnings that are insufficient to cover the deductions.

## 27.4 CORRECTIONS OF ERRORS

If UVMMC fails to make authorized Union deductions, fails to remit to the Union such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, UVMMC shall correct the errors.

## 27.5 INDEMNIFICATION

The Union agrees to indemnify and hold UVMMC harmless against any and all claims, suits, orders, or judgments brought or issued against UVMMC as a result of any action taken or not taken by UVMMC under the provisions of this Article. The Medical Center shall promptly provide notice to the union of any claim, demand, suit or other action for which it is seeking indemnification.

# Article XXVIII Complete Agreement

**28.1** Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. UVMMC and the Union agree for the term of this Agreement each voluntarily and unequivocally waives the right and shall not be obligated to bargain collectively with respect to any other subject or matter referred to or covered in this Agreement. All subjects or matters not included in this Agreement shall be deemed to have been raised and bargained as if covered by this Agreement. All subjects or matters referred to in Article X on Management Rights shall also be deemed raised and bargained to conclusion, with the exception of the effects of any such decisions on those subjects or matters.

# Article XXIX Successorship

**29.1** In the instance of a change in status of UVMMC, and to the extent not otherwise addressed in this Agreement, UVMMC agrees to bargain all effects of the impact of potential sales, mergers, acquisitions, consolidations, future facilities, and expansion on Residents.

**29.2** UVMMC agrees to act lawfully under obligations prescribed under the WARN Act. If UVMMC considers a plan with respect to any of the foregoing issues, UVMMC shall inform the Union at least ninety (90) days prior to the implementation of the plan and offer to discuss promptly the potential impact on the Residents and the Union. UVMMC will as soon as practicable after a pending sale is known will make introductions to CIR Representatives to the purchasing entity. To the extent permitted by applicable law, failure to complete discussions prior to implementation shall not prohibit UVMMC from implementation. The Union shall have the right, however, to negotiate all effects retroactive to the implementation.

# Article XXX Work Stoppage

**30.1** During the term of this Agreement or any extension thereof, UVMMC agrees there will be no lockouts of Residents. Similarly, during the term of this Agreement or any extension thereof, the Union, on behalf of all Residents, agrees there shall be no strikes, work stoppages, sickouts, slowdowns, boycotting, interruption of work, sympathy strikes, or any other activity which would interfere with the operations of UVMMC. Consistent with the treatment of all absences under ACGME requirements,

the Union acknowledges that engaging in any work stoppage after the term of this Agreement may extend a Resident's date of completion.

**30.2** The Union shall exert a good faith effort to prevent any violation of this Article and, if such action does occur, to exert a good faith effort to terminate it. UVMMC may utilize all available remedies it has in the event of any violation of this Article.

# Article XXXI Salaries

**31.1** Each Resident shall be placed on the salary step that corresponds to their established year of training within their program. A Resident who, during the term of this Agreement, successfully completes their service for a year and is reappointed to serve for an additional year shall be advanced to the next higher salary level, except a Resident eligible to move to salary level G3 will not move to salary level G3 until they successfully pass their USMLE Step III/COMLEX III examination.

1. Salary increases under this Section shall be calculated from the current salaries set forth in the below table, which includes consistent salary increases of four and three-quarters percent (4.75%) between each PGY salary step, and for each research year (R1, R2, and R3), a two percent (2%) salary increase over the preceding PGY salary step.
2. Effective the first full payroll period following July 1, 2026, Residents will receive a three percent (3%) salary increase. If the average wage increase for non-bargaining unit staff positions for FY2027 is more than 3% (excluding job specific market adjustments), Residents will receive an additional increase to their salary that is equal to the difference between the average wage increase for staff and 3%, effective the first full payroll period in FY2027.
3. Effective the first full payroll period following July 1, 2027, Residents will receive a three and one half percent (3.5%) salary increase.
4. Effective the first full payroll period following July 1, 2028, Residents will receive a three and three quarters percent (3.75%) salary increase.

| **Percent** | | **3.0%** | **3.5%** | **3.75%** |
|---|---|---|---|---|
| **Year** | **2025-2026** | **2026-2027** | **2027-2028** | **2028-2029** |
| **PGY 1** | $74,804.59 | $77,048.73 | $79,745.43 | $82,735.89 |
| **R1** | $76,300.68 | $78,589.70 | $81,340.34 | $84,390.60 |
| **PGY 2** | $78,357.81 | $80,708.54 | $83,533.34 | $86,665.84 |

| | | | | |
|---|---|---|---|---|
| **R2** | $79,924.96 | $82,322.71 | $85,204.01 | $88,399.16 |
| **PGY 3** | $82,079.80 | $84,542.20 | $87,501.17 | $90,782.47 |
| **R3** | $83,721.40 | $86,233.04 | $89,251.20 | $92,598.12 |
| **PGY 4** | $85,978.58 | $88,557.95 | $91,657.48 | $95,094.64 |
| **PGY 5** | $90,062.57 | $92,764.46 | $96,011.21 | $99,611.63 |
| **PGY 6** | $94,340.54 | $97,170.77 | $100,571.74 | $104,343.18 |
| **PGY 7** | $98,821.72 | $101,786.38 | $105,348.90 | $109,299.49 |
| **PGY 8** | $103,515.75 | $106,621.23 | $110,352.97 | $114,491.21 |

**31.2** For an ACGME-required research year within a Resident's required years of training, the Resident will advance to the next PGY salary step and be credited for this year of service when they resume their clinical program.

**31.3** Residents who are approved to complete a research year that is not required by ACGME will advance to the research year salary step (R1, R2, or R3) immediately following their preceding PGY salary step (e.g., PGY2 to R2), and upon completing their research year and resuming their clinical program, Residents will be placed on the salary step that corresponds to their established year of training (e.g., R2 to PGY3).

**31.4** Residents who complete an entire clinical or research year at an outside affiliate will continue to receive, with no reduction or loss, the compensation, leave benefits, and insurance benefits outlined in this Agreement, including malpractice insurance. During any year completed at an outside affiliate, Residents will not receive the meal allowance provided under this Agreement. If the research year is done at UVMMC, the meal allowance will continue to apply. Notwithstanding the provisions of this Section, Residents acknowledge they will abide by all third-party policies applicable to their work at an outside affiliate, including, but not limited to, work rules of an outside affiliate, or requirements imposed by any grant or other funding source for the work at an outside affiliate.

**31.5** UVMMC acknowledges that at the time the 2023-2026 Agreement was ratified, there were existing opportunities for voluntary internal moonlighting that provided Residents with additional pay. UVMMC agrees that whenever a Resident volunteers for internal moonlighting opportunities they will receive additional pay of seventy-five dollars ($75) per hour. The parties further agree that no Resident will be pressured to accept moonlighting opportunities. The parties agree this is minimum moonlighting pay and that UVMMC, at its sole discretion, may offer moonlighting opportunities at a pay rate higher than that set forth in this Agreement, provided that

such increase is offered equally to all Residents who agree to work that moonlighting opportunity.

**31.6** If a Resident is scheduled to be off, is not scheduled as backup or jeopardy, and is asked to work with less than forty-eight hours' notice, the Resident will be paid a stipend of two hundred dollars ($200) for that work.

# Article XXXII Childcare

**32.1** In the event UVMMC changes the terms of its affiliation with any childcare facility in such a way that impacts Resident participation, UVMMC will, at least thirty (30) days in advance, provide the Union with notice of the change. At the Union's request, UVMMC will negotiate with the Union over the effects of the change.

# Article XXXIII Fertility

**33.1** UVMMC will subsidize infertility treatment and elective fertility treatment for Residents on the same terms and conditions applicable to non-bargaining unit employees. If UVMMC improves the fertility benefit for non-bargaining unit employees during the term of the Agreement, such improvement shall also be applied to the fertility benefit available to Residents. If UVMMC decreases the fertility benefit for non-bargaining unit employees, it will provide the Union at least sixty (60) days advance notice and, at the Union's request, will agree to meet to discuss the effects of this change.

# Article XXXIV Immigration Protection and Visa Status Security

**34.1 Institutional Sanctuary Commitment** UVMMC agrees that immigration enforcement officers shall be prohibited from entering non-public, private areas of University of Vermont Health worksites for the purpose of detaining a Resident without a judicial warrant. UVMMC shall promptly notify the Union upon becoming aware of immigration enforcement officers attempting entry in violation of this Section.

While this Agreement is focused on terms and conditions of employment for Residents, UVMMC acknowledges that at the time of entering into this Agreement, it maintained commitments similar to those set forth in this Section for other employees and patients. UVMMC intends to continue to maintain those commitments to the extent permitted by law.

## 34.2 Paid Release Time for Immigration Appointments

1. Residents will not be unreasonably denied release time for immigration-related, but not necessarily limited to, appointments necessary for visa renewals, green card processing, and citizenship applications. Residents permitted release time pursuant to this Section may be required by their program to use paid time off or, if paid time off has exhausted, may use the time unpaid.
2. Residents must notify their program director or their designee at least fourteen (14) days in advance, whenever feasible, to accommodate scheduling adjustments for immigration-related appointments. In cases of emergency or unforeseen circumstances, Residents may request exceptions to the notice period, which shall not be unreasonably denied.
3. Requests must be in writing and clearly specify the purpose of the appointment. Documentation may be requested but shall not unduly delay or prevent approval.
4. Release time will include the length of the immigration-related appointment and reasonable travel time. Reasonable travel time shall typically not exceed half a day per appointment. Requests for additional time shall be considered on a case-by-case basis, with UVMMC endeavoring to accommodate scheduling needs.
5. In addition, UVMMC will provide newly-arrived Residents needing to make initial arrangements necessary to work, such as obtaining a social security number, time to do so during orientation. If a Resident is unable to make these arrangements during orientation because they are delayed in arriving, the Resident will request time off pursuant to the above Sections.

## 34.3 Reimbursement for Immigration Costs

Residents shall be permitted to utilize the Education Funds provided under this Agreement to reimburse reasonable costs directly related to immigration matters necessary for employment, including visa applications, and renewal fees.

## 34.4 Security of Residency Positions for Visa or DACA Holders

1. To the extent legally permissible, UVMMC commits to securing residency positions for Residents facing administrative or policy-induced delays or threats to their visa or DACA status. Positions shall be secured for a reasonable period of time, with periodic review by the parties at the request of either UVMMC or the Union if delays exceed ninety (90) days. If UVMMC no longer intends on securing a position under this Section, it shall notify the Union as promptly as reasonably practicable.

2. Residents experiencing immigration-related delays may continue their residency or fellowship without disciplinary action or negative evaluation. Residents may be expected to extend their training program in alignment with the provisions of this Agreement on other leaves of absence.
3. To the same extent as all other UVMMC employees, UVMMC will facilitate access to immigration legal resources, attorney consultations, and documentation assistance as necessary to address visa or DACA issues.

### 34.5 Confidentiality

To the extent legally permissible, immigration status information shall remain strictly confidential and will be disclosed only on a need-to-know basis.

### 34.6 Prohibition of Retaliation

No Resident shall face retaliation or discrimination for exercising rights provided under this Article.

## Article XXXV Duration & Execution

**35.1** The terms and conditions of this Agreement shall remain in full force and effect commencing July 10, 2026, and will continue in effect up to and including February 6, 2029. This Agreement shall be automatically renewed and extended year to year and thereafter without additions, changes, or amendments, unless either party serves notice in writing to the other party no less than ninety (90) days before the end of the duration term to amend this Agreement.

**35.2** This Agreement, having been duly approved by both parties, is hereby executed by the undersigned authorized representative of each party:

WITNESS/ATTEST

For CIR/SEIU:

Susan Naranjo (Jul 29, 2026 16:07:02 PDT)
Susan Naranjo
Executive Director

Lily Benedict
Lily Benedict (Aug 1, 2026 18:21:27 EDT)
Lily Benedict, MD
Delegate

Samuel Lashof-Regas (Jul 29, 2026 18:23:27 EDT)
Samuel Lashof-Regas, MD
Delegate

Brandon Leung (Jul 31, 2026 09:36:22 EDT)
Brandon Leung, MD
Delegate

Rhys Niedecker
Rhys Niedecker (Jul 30, 2026 01:32:25 EDT)
Rhys Niedecker, MD
Delegate

Patrick Schwartzhoff
Patrick Schwartzhoff (Aug 1, 2026 10:14:38 EDT)
Patrick Schwartzhoff, MD
Delegate

Bryce Walker
Bryce Walker (Jul 31, 2026 15:50:54 EDT)
Bryce Walker, MD
Delegate

Katlyn Morris
Katlyn Morris (Jul 29, 2026 18:19:00 EDT)
Katlyn Morris, PhD
Organizer

Robin J. Sowards
Robin J. Sowards (Jul 29, 2026 20:10:28 EDT)
Robin J. Sowards, PhD
Lead Negotiator

For UVMMC:

Christina Bradley
Christina Bradley (Jul 29, 2026 18:33:33 EDT)
Christina Bradley
Labor Relations Specialist

Melissa Davidson (Jul 30, 2026 18:44:33 EDT)
Melissa Davidson, MD, MHPE
Designated Institutional Official

Ramsey Herrington (Jul 30, 2026 08:42:05 EDT)
Ramsey Herrington, MD, FACEP
UVM Health, EVP, Chief Physician Executive
President & CEO, UVM Health Medical Group

**Side Letter on ICU Staffing**

Within thirty (30) days following ratification of this Agreement, the parties agree they will establish a working group composed of Residents selected by the Union and representatives selected by UVMMC to meet at mutually agreeable times to develop a scheduling plan that addresses Resident concerns regarding the current length of duty periods in the Surgical Intensive Care Unit (SICU), including ending 24-hour shifts. UVMMC and the Union shall each appoint three (3) representatives to this working group. The Residents selected by the Union may not be from the same program. The parties agree they will each work in good faith to complete its work no later than December 31, 2026 and UVMMC will stand up a new scheduling plan no later than the beginning of the 2027-2028 academic year. The parties agree to abide by the scheduling plan developed by this working group.