

AGREEMENT

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
ILLINOIS

and

THE COMMITTEE OF INTERNS AND RESIDENTS/SEIU (CIR),
Local 1957

Effective from July 1, 2022, through June 30, 2026, this
Agreement made and entered into by and between The Board of
Trustees of the University of Illinois (“University”) and the
Committee of Interns and Residents/SEIU (CIR) Local 1957
 (“Union”).

TABLE OF CONTENTS

Article I	Recognition and Interpretation	3
Article II	Access	5
Article III	Ancillary Staffing	7
Article IV	Inclusivity and Non-Discrimination	8
Article V	Employee List and Orientation	9
Article VI	Employee Health, Safety and Security	10
Article VII	Labor Management Meetings	11
Article VIII	Lactation Accommodation	11
Article IX	Liability/Malpractice Insurance	11
Article X	Management Rights	12
Article XI	Leaves	13
Article XII	Release Time	16
Article XIII	Resident Lounges and Call Rooms	16
Article XIV	Resident Wellbeing	17
Article XV	Child Care	17
Article XVI	Grievance and Arbitration	18
Article XVII	Health Benefits	21
Article XVIII	Holidays	22
Article XIX	Vacations	23
Article XX	License Reimbursement & Training	24
Article XXI	Electronic Devices	25
Article XXII	Educational Expense Fund and Scholarly Pursuit	26
Article XXIII	Educational Time	27
Article XXIV	Meal Allowance	27
Article XXV	Transportation and Fatigue Mitigation	27
Article XXVI	Retirement Plans	28
Article XXVII	Program Closure/Reduction	28
Article XXVIII	Moonlighting	29
Article XXIX	Uniforms	29
Article XXX	Dues Deduction	30
Article XXXI	Miscellaneous Legal Provisions	31
Article XXXII	No Strikes, No Lockouts	32
Article XXXIII	Salaries	32
Article XXXIV	Duration	33
Appendix A	Salary Chart	35

Article I

Recognition and Interpretation

1.01 Recognition

- A. The University recognizes the Union as the exclusive representative for a single negotiation unit as certified by the Illinois Educational Labor Relations Board in Case No. 2021-RC-0015-C for matters within the scope of representation as specified in the Illinois Educational Labor Relations Act and consisting of employees in the following classes and described as follows:

Included:

All Residents and Fellows employed by the Board of Trustees of the University of Illinois who have executed a Resident Agreement that governs their participation in the University College of Medicine's Graduate Medical Education Program.

Excluded:

All Residents and Fellows whose Resident agreement reflects a primary training work site outside the Chicago, Illinois metropolitan area; and/or

All Residents and Fellows whose Resident agreement governs participation in another College graduate education program besides the College of Medicine; and/or

All Residents and Fellows who are sponsored through the Saudi Arabian Cultural Mission to the United States; and/or

All Residents and Fellows who devote at least 50% of their University employment to research pursuant to government or private grants, for which the University receives a partial or total salary reimbursement from the grant sponsor; and/or

All Residents and Fellows who hold the title of "Chief Resident" and who remain employed with the University for an additional year after the completion of their residency program; and/or

All Residents and Fellows whose non-ACGME Fellowship Program expressly requires the devotion of part of their University duties to service as an "attending of record"; and/or

All supervisory, managerial, confidential, and/or short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 511, et seq., as that statute may be amended from time to time.

- B. This exclusive representation is for purposes of determining appropriate ranges of compensation or rates of compensation, hours, and other conditions of employment.
- C. Unless expressly stated or implied otherwise the term “Resident” in this Agreement is intended to refer to any member of the bargaining unit, including both Residents and Fellows.

1.02 Interpretation of Agreement

- A. Unless expressly stated in this Agreement that particular contract language is intended to supersede, this Agreement is subject to and incorporates by reference: (1) applicable Federal and State laws, as they may be amended from time to time; (2) rules and regulations of State Universities Retirement System, as they may be amended from time to time; (3) the Statutes and Rules promulgated by The Board of Trustees of the University of Illinois, as they may be amended from time to time; (4) institutional, common and specialty-specific program requirements of the Accreditation Council for Graduate Medical Education, as they may be amended from time to time; (5) American Board of Medical Specialties and its Member Boards and other relevant governing bodies, as they may be amended from time to time; and (6), the Graduate Medical Education Policy Manual, as it may be amended from time to time.
- B. The Parties agree to interpret this Agreement in harmony with the foregoing so as to avoid conflict. In the event of any conflict among any of the foregoing and any provision of this Agreement, the former shall prevail and preempt any inconsistent terms of the Agreement, except where a deviation from same is set out in express terms herein. The Employer agrees that during the period of this Agreement it will notify the union of any proposed changes to any of the policies and rules addressed in Section A of this Agreement relating to hours, wages, and conditions of employment which affect the members of the Bargaining Unit and to comply with its legal obligations in this regard.
- C. In accordance with Section 1.02.A above, the express levels of wages, benefits, amount of leave times, the listed holidays (excludes gift days), the requirement to provide pagers, supplies, personal protection equipment, lounges/breakrooms, call rooms and/or any contractual item where the University has agreed to provide, pay or reimburse the residents for, is intended to supersede any of the items listed in Section 1.02.A to the extent allowable by applicable law with respect to reducing the agreed to contractual levels or amounts. In the event that there is an increase from the contractual levels for any of the items listed in

Section 1.02.A above, the employees covered by this agreement will have those item(s) increased on the same date that it is increased for other University employees.

Article II Access

2.01 Union Access

The parties acknowledge that it is in their mutual interest that designated union representatives be granted reasonable access to University facilities for the purpose of investigating and discussing grievances and workplace-related complaints. Access is limited to private, non-restricted and non-patient care areas when no visitors, family or patients are present, may not impact normal operations, and may not impact assigned duties and responsibilities of the residents or impact or delay patient care. Subject to the requirements in this article, access will not be unreasonably denied.

- a. Patient care areas include but are not limited to: nursing stations, patient conference rooms, patient floor and operating room area corridors, patient rooms, operating rooms, laboratories, clinic examination rooms, and other treatment, patient and clinical care areas.
- b. Further, access will be granted only if:
 - i. The union representative advises UIH's Employee Relations Office and the applicable unit(s) of the name of the union representative and the time and places to be visited at least 12 hours before such visit. Advance notice need not be given for representational purposes, such as disciplinary meetings, grievance meetings, or pre-scheduled orientation meetings.
 - ii. The union representative checks in with unit management before entering the unit and does not linger in the unit.
 - iii. Any union representative who is not a UIC employee must obtain the required identification badge before entering the facility and comply with all access policies, rules and procedures, including signing any appropriate Nondisclosure Agreement (NDA) to protect personal health information (PHI) in accordance with UI Health requirements and will follow all vaccination requirements. Where operational requirements or other restrictions do not permit access, the University reserves the right to designate the place of the meeting and/or to require a University representative to accompany the union representative while in transit through patient care areas.

2.02 Union Activity

The Union and its members will not solicit membership or carry on representational activity with employees of Employer when they are engaged in clinical care activities and operations will not be affected; provided, however, that an employee of the Employer designated by the Union to handle such matters may, with permission of their program director, leave their assigned work to investigate a grievance arising within this negotiation unit and to present matters as authorized herein.

2.03 Union List of Representatives

The union will furnish the University with a written list of all union representatives and officers 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 University.

2.04 Union Use of Meeting Rooms

The union shall be granted reasonable use of designated meeting rooms to hold events when Residents are not engaged in clinical care activities and operations will not be affected to discuss and/or hold events for the purpose of conducting union business, including but not limited to, ratification votes, delegation elections and grievance investigations. Such use shall be arranged in advance as much as possible, and, in accordance with local access rules and regulations; requests shall not be unreasonably denied. Meeting room requests must be made at least 48 hours in advance. Room reservations shall not be canceled by the University except for unforeseen circumstances. If a reserved room is canceled, the University will provide a comparable alternative as soon as possible.

2.05 Meeting with Residents

The University will also provide reasonable access to meeting rooms or other space in non-patient care areas so that union representatives can meet with residents provided enough notice is given. Union representatives shall not contact residents in, linger in, or use patient care areas for the purpose of conducting union business.

2.06 Non-Interference with Care

Residents shall only engage in union-related activities, consistent with applicable law, when they are not engaged in clinical care activities and operations will not be affected in non-restricted and non-patient care areas. Residents will inform their supervising attending, chief resident or Program Director if they will be away from their assigned area, or not performing clinical care activities for any substantial period of time due to union related activities.

Residents shall only engage in union-related activities consistent with applicable law, when they are not engaged in clinical care activities, when operations will not be

affected and only in non-restricted and non-patient care areas. Residents retain any legally protected rights to engage in Union conversations.

2.07 Bulletin Boards

The Union may use bulletin boards designated by UI Health to communicate with bargaining unit employees, as permitted by law. The Employer will provide reasonable bulletin board access to the Union. Representatives of the Union will be allowed to post on bulletin boards and distribute materials provided no inflammatory, non-union, advertising or political endorsements are posted or distributed. Standard notices such as meeting, officer or other routine announcements will not need to be approved. One (1) actual copy of all materials will be emailed to UI Health's Labor Relations Office at the time of or before posting if the notice contains material other than the routine announcements referenced above.

Article III Ancillary Staffing

3.01 Ancillary Duties

The University will provide support services and develop health care delivery systems to minimize residents'/fellows' work that is extraneous to their program(s)' educational goals and objectives, and to ensure that residents'/fellows' educational experience is not compromised by excessive reliance on residents/fellows to fulfill non-physician service obligations.

3.02 Non-Physician Duties

Non-physician obligations are those duties which in most institutions are performed by nursing and allied health professionals, transport services, or clerical staff. While it is understood that residents may be expected to do any of these things on occasion when the need arises, these activities should not be performed by residents routinely and must be kept to a minimum to optimize resident education.

3.03 Patient Caps & Risk Pools

Department patient caps and back up risk pools are determined at the discretion of management. Residents may discuss patient caps and back up risk pools with the Program Evaluation Committee at any time. Management agrees to give full consideration to the input of Residents prior to permanently altering the Department patient caps or back up risk pools, except for emergency conditions beyond the control of the University. Department patient caps and back up risk pools shall be a standing agenda item during the Labor Management meeting in accordance with Article VII.

3.04 Core Faculty

The University will take all reasonable measures to ensure the teaching departments will be staffed with core faculty and or the core faculty-resident ratio consistent with ACGME requirements.

Article IV Inclusivity and Non-Discrimination

4.01 Commitment to Diversity

The Union and University affirm their joint commitment that all programs engage in practices that focus on mission-driven, ongoing, systematic recruitment and retention of a diverse and inclusive workforce of residents and fellows.

The University affirms its commitment to strategic initiatives related to diversity, equity, and inclusion and will provide comprehensive information about this commitment upon reasonable request.

The University is a diverse community composed of individuals having many perspectives and identities. We come from a multitude of backgrounds and experiences, with at-times distinct needs and goals. We recognize that to create an inclusive and intellectually vibrant community, we must understand and value both our individual differences and our common ground. The University Principles of Community is an aspirational statement that embodies this commitment and reflects the ideals we seek to uphold.

4.02 Non-Discrimination

The Union and the University agree to work together to promote diversity, equity and inclusion and such topics shall be on the agenda, upon request, at quarterly Labor Management Committee meetings.

4.03 Academic Excellence

Consistent with the provisions of applicable state and federal law or University policies, the University will not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, order of protection status, genetic information, disability, pregnancy, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran and will comply with all federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. This nondiscrimination policy applies to admissions, employment, access to and treatment in the programs and activities of the University.

4.04 Fair & Respectful Treatment

The University is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge through academic excellence, in an atmosphere free of harassment, exploitation or intimidation.

The University and the Union recognize that fair and respectful treatment of Residents promotes a work environment and organizational culture in support of the values of the Graduate Medical Education Training Programs. Nothing in this article shall be construed to change established University policies and practices about political expression and/or freedom of speech.

4.05 Alleged Violations & Complaints

Complaints alleging violations of this article are governed by and should be reported as soon as possible to UIC's Office of Access and Equity. Further, the University encourages, but in no way requires, a resident to also reach out on any such issues as soon as possible to the Graduate Medical Education Confidential Resident Hotline or the Confidential Reporting Form on the GME website.

Article V Employee List and Orientation

5.01 Incoming Resident List

The University shall provide the union with an electronic list of incoming Residents and Residents who have completed a residency training or fellowship program each academic year by on or before June 1.

5.02 Information on List

The list referenced in Section 5.01 shall include, names, personal email, address, phone number, work email address, department, and postgraduate year. Residents may be informed that such information will be provided to the union.

5.03 List of Bargaining Unit

A complete list of employees in the bargaining unit including, if available, names, personal email address, phone number, work email address, department and postgraduate year shall be provided to the Union by November 15 and March 15 of each year.

5.04 New Resident Orientation

During orientations for new Residents, the union shall be granted up to sixty (60) minutes to give a presentation to residents. The union shall be provided the use of one

information table at or near orientation. The union must be provided with a schedule of annual, general orientations at least two weeks in advance.

During new employee orientation, the union may provide the following materials including but not limited to a copy of the collective bargaining agreement, union membership card, a list of chapter leaders with contact information, as well as any other informational materials related to the union.

Article VI **Employee Health, Safety and Security**

6.01 Employee Health, Safety and Security

The University will provide a healthy and safe work environment for the Residents, as required by state and federal health and safety laws. To achieve these goals, the University agrees to:

- a) Ensure that literature, seminars, and other educational tools prepared by the infection control program will be made available to Residents when appropriate. The protocols for bloodborne pathogens, developed by the infection control program, shall be given to the Residents. Residents shall be educated on the University's needle-stick protocols and the University shall ensure that proper follow-up and treatment is available to Residents at no cost. Residents will have access to the University's occupational health services for any occupational exposure/injury. If an exposure/injury occurs at an affiliate, the Resident should follow the affiliate's protocols for treatment/evaluation. In the event that an exposure/injury requires treatment/evaluation that is not reasonably available at the University or affiliate, the Resident may proceed to the closest emergency room and obtain initial evaluation and any indicated treatment. The University shall be responsible for all reasonably incurred costs as a result of treatment/evaluation for a workplace exposure/injury.
- b) Provide any required personal protection equipment including but not limited to masks, gloves, gowns, goggles, lead gowns and x-ray lead goggles, thyroid guards, access to eye wash stations, and any other appropriate equipment as needed at each assigned patient care location.
- c) Provide appropriate security for Residents and their property in all areas of work assignment and travel throughout hospital complexes. Such security shall include emergency rooms, clinics, and all other patient care areas, and shall extend to hospital parking, and on-call rooms.

Article VII **Labor Management Meetings**

7.01 Labor Management Meetings

In the interest of fostering a cooperative approach to resolving problems, the Union and the University shall meet at least three times annually during the term of this Agreement. Additional meetings may be requested by either party, to deal with unforeseen circumstances. Each party may designate three (3) representatives to attend the meetings and the parties may agree on additional representatives. Bargaining unit members with an interest in the agenda may attend the meetings as non-participatory observers. These meetings will occur at a mutually acceptable time, date and place on the University campus and meeting times may occur outside of normal business hours. The Union shall contact GME Labor Relations to initiate scheduling of the meetings. Agenda items and a list of attendees should be proposed and determined by mutual agreement no later than one week prior to the meeting date.

Article VIII **Lactation Accommodation**

8.01 Lactation Accommodation

“Employee only”, lactation rooms or other comparable space, for the express purpose of expressing and storing breast milk, in accordance with applicable laws, shall be provided in reasonable proximity to the work area that is appropriate for safe patient care.

If no such space exists in reasonable proximity to the employee’s work area that is appropriate for safe patient care, the Program Director will designate an appropriate temporary space for employee use only for the Resident to use for the purpose of expressing and storing breast milk. The University will allow adequate time for a Resident to express breast milk. Residents may participate in the University’s Lactation Support Program (LSP).

Article IX **Liability/Malpractice Insurance**

9.01 Liability/Malpractice Insurance

Liability and medical malpractice coverage will be provided in accordance with the terms of the University’s insurance plans (as well as the plans of any offsite entities where residents rotate, if the University plans do not apply) for claims filed for professional activities undertaken in the scope of employment. Residents are only covered for activities performed within the scope of their formal program and approved affiliations. This specifically excludes coverage for external activities. Residents contacted or notified of any claim, complaint, or lawsuit arising from the Resident’s activities within the course and scope of their University duties shall immediately notify the UIC GME

office. The Liability and Medical malpractice insurance plans provide occurrence-based (rather than claims-based) coverage.

Article X **Management Rights**

10.01 Management Rights

The University has the exclusive and sole right to manage all aspects of the University, including all operations and programs and, in particular, its GME residency program. The parties agree that all rights not specifically granted in this Agreement are expressly and solely reserved to the University, including but not limited to the following:

1. To establish, direct, administer and control the University's missions, programs, objectives, activities, resources, priorities and operations;
2. To manage operations in the hospital, clinics, offices and all other facilities and sub-units;
3. To adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its sub-units;
4. To take whatever actions are necessary in the event of an internal or external disaster, weather emergencies or where patient or employee safety requires deviations from normal operations;
5. To subcontract all or any portion of operations or programs;
6. To determine whether to relocate, reorganize or discontinue any operations or programs;
7. To introduce, alter, extend or discontinue existing methods, programs, equipment, facilities and locations of operations or programs;
8. To determine or modify the number, qualifications, eligibility and selection of residents;
9. To determine or modify the standards and qualifications for advancement through the residency program, including in regard to performance evaluations and the processes and criteria by which performance is evaluated, unless prohibited by ACGME requirements;
10. To determine or modify scheduling, responsibilities, assignments and work locations of residents;
11. To determine or modify staffing levels and the coverage for each service, shift, and department;
12. To determine or modify hours of work, within ACGME limits;
13. To determine or modify learning, training, curriculum and graduation requirements, unless prohibited by ACGME requirements;
14. To determine or modify and require residents to follow all applicable procedures, rules, regulations, standards of performance and standards of conduct; and
15. To remediate, discipline or dismiss residents from a training program, however no Resident shall be disciplined or removed from the program without due process under the ACGME and GME appeal procedures. All

Residents shall be entitled to one representative of their choosing during any disciplinary or appeals meeting, or procedure.

10.02 Not All Inclusive

The above list of management rights is not exhaustive or exclusive and, in fact, assumes other management rights not specified. The exercise or non-exercise of any management right on any particular occasion will not constitute a waiver of any such rights in the future.

10.03 Academic Decisions

Without placing any limits on the above-enumerated rights, the University has the sole and exclusive authority to make all decisions that affect or relate to any academic (including all ACGME core competencies, as may be amended from time to time), patient care or clinical issues or judgments. All such decisions may be made at the sole discretion of the University, are outside of the scope of bargaining, and are not subject to the grievance arbitration procedures in this Agreement.

10.04 Union Rights

The Union shall retain all rights as specified in Article 1, Section 1.02.B of this Agreement.

10.05 Rules, Policies, & Practices

Residents must comply with all facility-specific policies, rules or practices at training facilities/rotation sites over which the University does not have operational authority.

Article XI Leaves

11.01 General Leave

This Article sets forth the general criteria for various leaves of absence, with or without pay. Specific questions about any form of leave in this Article and/or its impact on the Resident's program requirements should be directed to the Graduate Medical Education (GME) Office. In the event the GME Office cannot answer the Resident's questions it will direct the Resident to the appropriate University resource.

11.02 Applicable State or Federal Law

If applicable state or federal law requires the University to offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.

11.03 Military Caregiver Leave

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 FML of up to twenty-six (26) workweeks during a single 12-month leave period. The Resident must be a spouse, domestic partner, parent, child, or next of kin of the covered service member to be eligible for this type of leave. The Resident is required to provide a copy of the covered service member’s active duty orders.

11.04 Qualifying Exigency Leave

An eligible Resident who is the spouse, domestic partner, child or parent of a military member is eligible to attend to any “qualifying exigency” while the military member is on “covered active duty or call to covered active duty status” (or has been notified of an impending call/order to covered active duty). An eligible Resident is entitled to up to twelve (12) workweeks of Qualifying Exigency leave during a calendar year, which may be taken on an intermittent or reduced schedule basis. The Resident is required to provide a copy of the military member’s active duty orders.

11.05 Leave for Military Service

Residents are eligible for up to thirty (30) days of military leave with pay while engaged in the performance of military duty each academic year. All benefit coverage will continue during paid military leave. 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.

11.06 Leave for Jury Duty

A Resident called to Jury Duty will receive regular compensation for time served. The program director and/or department 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. The Resident may request from the Training Program Director a letter verifying the Resident’s participation in the program to be submitted to the court if requesting to be excused.

11.07 New Parent Leave

- a) The University shall provide six (6) workweeks of parental leave with pay each academic year to a parent to allow them to bond with a newborn child or child recently placed via adoption, provided the leave takes place within one year of the birth of the child or placement of the child with the Resident or Fellow. The intent is that the six (6) workweeks of parental leave is the maximum amount of leave per pregnancy/adoption event. For example, a Resident having twins would not receive twelve (12) workweeks. A Resident would also not receive another six (6)

workweeks of parental leave if the leave is used in two different academic years. Residents will be required to follow the University of Illinois Parental Leave Policy when applying for this benefit. If the Resident or Fellow is eligible for leave under the Family and Medical Leave Act and/or the any applicable State Law, parental leave can extend to up to twelve (12) workweeks. If the Resident or Fellow wishes to be paid for workdays beyond the paid entitlement in paragraph 1 during parental leave, the Resident or Fellow may use accumulated sick and/or vacation time for such pay.

- b) Training program leadership will work with Residents/Fellows who, due to parental leave, need to make up time, as required by ACGME for graduation and/or board certification. The University will not require Residents to make up time unless required by ACGME, or the certifying board.

11.08 Family and Medical Leave (FML)

Pursuant to the Family and Medical Leave Act (FMLA), or any applicable state leave laws, an eligible Resident will be granted up to 12 weeks of unpaid leave in a 12-month period.

11.09 Bereavement Leave

A Resident shall receive (5) paid days for bereavement purposes in the event of the death of the Resident's immediate family members per University policies and rules, as they may be amended from time to time, and applicable state law.

11.10 Sick Leave

Residents shall accrue sick leave with compensation at the rate of twenty-four (24) days per academic year. Sick leave may be taken pursuant to University policies and rules, as they may be amended from time to time. In addition, vacation leave may be used to cover sick leave that exceeds available sick time. Unused sick leave will roll over to the following academic year.

Sick Leave may be used at the discretion of the resident for unpaid parental leave, unpaid leaves of absence, unpaid Family Medical Leaves, or any leaves covered by this Article.

Residents will not be required to make up time for Leaves granted under this Article if allowed by ACGME program guidelines or by the certifying board.

Article XII

Release Time

12.01 New Hire Orientation

Upon advance request, for each new hire orientation session, up to three Residents shall be granted release time.

12.02 CIR National Convention

Upon an advance notice of at least thirty (30) days, the University will release from work and not schedule elected CIR delegates for duty so that they can attend the CIR's annual convention.

12.03 CIR Executive Committee

Upon advance request of at least 60 days, the University will make reasonable efforts not to 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.

12.04 Schedule Adherence

All provisions of this article are subject to educational, operational and patient care needs, as determined by the University, and Residents must adhere at all times to established schedules. Upon reasonable advance notice, any request for release time as stated above shall not be unreasonably denied.

Article XIII

Resident Lounges and Call Rooms

13.01 Resident Lounges

The University will work with the Union through the Wellness Committee to provide access for all Residents to a lounge or breakroom at the University as soon as reasonably practicable. It is the intent of the parties that the lounge and/or breakroom will include amenities such as a hospital phone, microwave, refrigerator, utensils, coffee machine, seating, and computers with internet access and will be appropriately sized to accommodate the respective resident group.

13.02 Call Rooms

The University will provide call rooms at the University that ensure adequate safe, quiet, and clean, sleep and rest facilities. The call rooms will be subject to daily housekeeping services, including on weekends and holidays and will not be accessible to the general public.

Article XIV **Resident Wellbeing**

14.01 Resident Wellbeing Committee

A committee on Resident Wellbeing shall be established to serve as an advisory body to the Associate Dean of GME or designee, on wellbeing policies, initiatives and burnout prevention. The Committee shall consist of no fewer than five Resident members.

14.02 Scheduled Days Off

Residents must be scheduled for a minimum of one day in seven free of clinical work and required education (when averaged over four weeks). At-home call cannot be assigned on these free days. Residents will not be required to make up for used sick days, beyond what is required by ACGME for graduation and applicable board certification. The Program Director shall make every effort to not require attendance at work events or trainings for any Resident on their scheduled day off. In the event that training, testing, or any work related activity is required on a scheduled day off, the Resident will be offered another day off within the same scheduling block when operationally feasible as determined by the Program Director , when not feasible the day off will be offered in another scheduling block within the same academic year, but in no case will the Resident receive less than the ACGME guaranteed four (4) days off averaged over any twenty-eight day period. Residents will not be required to use vacation time off to attend required board examinations.

14.03 Recreation Center

The University will provide access to the recreation center at the student discounted rate.

14.04 Disaster or Pandemic Declaration

If the University declares, or if the University is subject to a declaration made by the state, federal or municipal government agency with the power to do so, declares a "disaster" related to infectious disease or pandemic based on guidance from CDPH, CDC, IDPH or FEMA, the University and Union agree to meet and discuss wage differentials if a disaster is declared.

Article XV **Child Care**

15.01 Child Care

All Residents with children will continue to be eligible and will receive the additional stipend as partial reimbursement for the cost of health insurance for dependents under GME policy 12.07 Benefits A.1.a.

Article XVI **Grievance and Arbitration**

16.01 Grievance Definitions

- a) A grievance is defined as a complaint filed by an employee or the Union alleging that the University breached a specific provision of this Agreement and the complaint does not implicate any decisions that affect or relate to any academic (including all ACGME core competencies, as may be amended from time to time), patient care or clinical issues or judgments.
- b) All matters regarding probation, suspension, corrective action, non-promotion and non-renewal of resident agreements and termination/dismissal are not subject to this grievance and arbitration article of the contract and are to be reviewed solely as specified in GME policy on Remediation and Corrective Actions (Policy 10), as may be amended from time to time, and in GME Policy related to Grievances and Appeals (Policy 11), as may be amended from time to time. The University will not discipline a resident without just cause. However, any matters that affect or relate to any academic (including all ACGME core competencies, as may be amended from time to time), patient care or clinical issues or judgments are not subject to the filing of a grievance under this grievance/arbitration process.

16.02 General Provisions.

- a) Representation. Each resident shall have the right to Union representation at grievance meetings and arbitration hearings, or in accordance with all rights under applicable law.
- b) Discrimination/Harassment – If a grievance contains allegations of discrimination or harassment, the University may refer the grievance to the campus Office of Access and Equity or other official or office designated by the Chancellor, in an effort to resolve the matter.
- c) Time Limits Failure to file a grievance or appeal a grievance within the time periods specified below shall constitute a waiver of the grievance and the appeal process. If the University fails to respond to a grievance within the applicable time periods specified below, the grievant may appeal the grievance to the next step of the grievance process within fourteen (14) calendar days if the University fails to answer the grievance on the final date on which the University's response was due.

16.03 Grievance Procedure

Informal Step

A resident who alleges the University has breached a term of this Agreement is strongly encouraged to discuss the matter with the resident's designated supervisor in an effort to settle the problem informally. Such informal discussions shall have no effect upon the time limits set forth in this Agreement. The University will not negotiate terms and conditions of employment regarding residents, as defined by law, without their Union representative present. This procedure, if followed in good faith by both parties, should lead to a fair and prompt solution to most of the University/resident problems.

Step One

Regardless of whether a grievable matter is sought to be resolved through informal discussion, a resident who alleges the University has breached a specific term of this Agreement shall have twenty-eight (28) calendar days to file a grievance, calculated from the date of the occurrence leading to the grievance or twenty-eight (28) calendar days after the resident or Union should reasonably have known of the occurrence leading to the grievance, whichever is earlier. To be considered, a grievance must allege a breach of a specific term of this Agreement, be in written form, signed by the resident(s) or representative and filed with the resident's department.

The written grievance must contain: the date of the violation, a specific description of the dispute, the facts of the case, the section(s) of the Agreement alleged to have been violated, and the relief sought. The department will give a written decision on the grievance within twenty-eight (28) calendar days after receipt of the grievance or within twenty-eight (28) calendar days of a meeting, if the department chooses to hold one, whichever is later.

Step Two

In the event the grievance is not resolved at Step 1, the decision may be appealed in writing to the designated representative of the College of Medicine. The appeal must be filed within fourteen (14) calendar days after the Step 1 decision is received or due, whichever occurs first. Any decision at Step 1 that is not appealed within fourteen (14) calendar days after it is received or due shall be considered binding and is not appealable. Upon receipt of the appeal, the Chancellor (or designee) will offer a hearing to the grievant, conduct any investigation that is deemed necessary, and issue a written decision on the grievance within twenty-eight (28) calendar days after hearing of the appeal.

Step Three

In the event the grievance is not resolved at Step 2, the decision may be appealed in writing to the University of Illinois – System Level grievance hearing officer. The appeal must be filed within fourteen (14) calendar days after the Step 2 decision is received or due, whichever occurs first. Any decision at Step 2 that is not appealed within fourteen (14) calendar days after it is received or due shall be considered binding and is not appealable. If a grievance has been appealed to Step 3, the University of Illinois – System Level grievance hearing officer may hold a hearing. Within twenty-eight (28) calendar days after receipt of the appeal or within twenty-eight (28) calendar days after the hearing, whichever is later, the University of Illinois – System Level grievance hearing officer shall issue a written decision to the parties involved.

16.04 Arbitration

- a) Arbitration Demand. In the event the grievance is not resolved at Step 3, the Union (and the Union only) may submit the grievance to arbitration, provided written notice of intent to arbitrate is delivered to the University of Illinois – System Level grievance hearing officer within twenty-eight (28) calendar days after the Step 3 response is received or due, whichever occurs first and provided arbitration is not precluded under this Agreement.
- b) Selection of Arbitrator. Upon submission of a request for arbitration, the parties should attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator, the Union may request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be provided. The parties shall alternate in striking names (with the University striking first) and the person remaining shall be the arbitrator. The parties shall promptly notify the arbitrator of the selection.
- c) Decision. The arbitrator shall issue a decision promptly. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this Agreement.

The arbitrator shall not have jurisdiction or authority to add to, delete from, ignore or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the grievant, University and the Union.

The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic or clinical judgment. To the extent that the University's action is based upon academic or clinical judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University.

d) Arbitration Costs. Costs of the arbitration, including arbitrator fees and court reporter fees, shall be equally divided between the Union and the University; except, that each party shall be responsible for their own legal fees and any transcript it may order.

Article XVII **Health Benefits**

17.01 General Benefits

Employee benefits (e.g., medical, hospital, prescription, dental, vision, disability, life, retirement, and inter-institutional reciprocity) will be provided on the same basis as they are provided for other University employees of the State of Illinois and shall be as set forth in the University's policies and rules, as they may be amended from time to time, and summary plan descriptions for the individual benefit plan(s). Benefits under the control of the Employer will not be diminished during the life of this Agreement, or any extension thereof and improvements in such benefits will be made applicable to the Residents and Fellows covered by this agreement on the same date that such improvements are made applicable to other employees of the Employer.

Residents are eligible for a qualified status change, which must be filed within thirty (30) days of the qualifying event.

17.02 Health, Dental and Vision Insurance

1. Eligibility for coverage is based on the Resident's active status for the academic year beginning each July 1, or upon their first day of employment, whichever occurs first.
2. Residents will be subject to the selected coverage category and co-pay schedule (single, adult + children, two adults or family) as required by the Plan.
3. An employee on an approved Family and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status.
4. The University will offer a Flexible Spending Account (FSA) for qualified medical expenses.

17.03 Life, Accident, Disability Insurance

Disability income benefits are available to employees under: (1) the *Illinois Worker's Compensation and Occupational Diseases Act*; (2) the University of Illinois Sick Leave Plan; and (3) the State Universities Retirement System. Medical and hospital expense benefits are available under: (1) the *Illinois Worker's Compensation and Occupational Diseases Act*; and (2) the State-paid or University-sponsored Group Health and Life Insurance Plans. The cost of the benefits under University-sponsored Insurance Plans and State Universities Retirement System are borne in part by the Employer and in part by the employee.

17.04 Employee Assistance Program

The University will provide free of charge to the Residents an Employee Assistance Program for confidential consultation and referrals for treatment. All records of treatment will be kept in the strictest confidence.

Article XVIII Holidays

18.01 Paid Holidays

The University recognizes 12 paid holidays for all employees, including:

- New Year's Day
- Martin Luther King Day (President delegated)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

18.02 Floating Holidays/Gift Days

The President has delegated to each Chancellor/Vice President the authority to designate the remaining four holidays to be observed at each university. Pursuant to University policies and rules, as they may be amended from time to time, these are designated as floating holidays that may be used between December 23rd and June 30th, with supervisor approval. Any gift days as designated by the Chancellor/Vice President of the University.

18.03 Fixed Holidays

To the extent practicable, the Program Director will endeavor to grant at least three of these fixed Holidays listed in Section 18.01 off subject to operational needs. In the event that training, testing, or any work-related activity is required on any holiday, the

Resident will be offered another day off within the same scheduling block when operationally feasible as determined by the Program Director, when not operationally feasible the day off will be offered in another scheduling block within the same academic year consistent with ACGME.

18.04 Alternate Days Off

For the floating Holidays referenced in Section 18.02, or the alternate day in Section 18.03, reasonable efforts will be made to grant the floating Holiday or alternate day on the day(s) requested by the Resident, including giving priority to requests for religious requirements by Residents for observances of religious holidays.

Article XIX Vacations

19.01 Vacation Leaves

Paid vacation leave shall be twenty (20) days, consisting of twenty-four (24) hour increments for each day, per academic year. Vacation time shall accrue from year to year. The total amount of vacation leaves due a Resident will be credited to the Resident at the beginning of the appointment. As the Resident uses vacation leave, the leave balance will decrease accordingly. Vacation time shall not be in place of the four in twenty-eight days off requirement.

19.02 Scheduling Vacations

Vacation leave shall be scheduled by the program pursuant to the program's written policies which will be in compliance with each program's ACGME Program Requirements and/or certifying board requirements. In scheduling 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. When taking vacation in full week increments Programs shall schedule Residents for seven (7) consecutive days off consisting of five (5) vacation and two (2) additional days off without a reduction in vacation leave.

19.03 Vacation at Separation of Employment

Upon separation from the University program, any unused vacation time will not carry over to any other University position but will be cashed out up to 5 days.

19.04 Vacation Preferences

In departments where vacation is predetermined by schedule the Hospital will make a best faith effort to take into consideration residents' preference regarding how their days off are distributed and will be considered as schedules are developed.

Article XX

License Reimbursement & Training

20.01 License Reimbursement and Required Training

A. General Eligibility

To be eligible for reimbursement under this provision a Resident or Fellow must meet both of the following requirements:

1. The Resident or Fellow must be appointed through the Office of Graduate Medical Education in a residency or fellowship training program for the relevant academic year; and
2. The Resident or Fellow must have an active appointment on the date payment was made to the Medical Board of Illinois or Federation of State Medical Boards.
3. Newly hired Residents, who obtain a new license for their upcoming training program must provide proof of payment within 30 days by the Resident to the GME office.
4. The Unrestricted Illinois Medical License must be required by the Program and approved by the Office of Graduate Medical Education. Licenses obtained for the purposes of moonlighting are not reimbursable.

20.02 Medical Licenses

1. New License

To be eligible for reimbursement for a Post Graduate Training License or Unrestricted Illinois Medical License, including application and processing fees, the issue date of the license must be within the academic year in which reimbursement is sought. Only those fees paid directly to the Medical Board of Illinois for licensure are reimbursable. Reimbursement requests must be made within thirty (30) days. Other expenses incurred such as those for notary, Live Scan fingerprinting, photography services, and transcript services, are not eligible for reimbursement.

2. Renewal License

To be eligible for reimbursement for a license renewal, the license expiration date must be within the academic year in which reimbursement is sought and an academic year in which the Resident is appointed to a residency or fellowship training program. Reimbursement requests must be made within thirty (30) days.

20.03 USMLE Step III/COMLEX III

1. To be eligible for reimbursement for USMLE Step III/COMLEX III exam fees, the examination date must occur within the academic year in which reimbursement is sought.
2. Residents are only eligible to receive reimbursement once during the term of their employment upon successful completion of the exam.
3. Reimbursement is only for fees paid directly to the National Board of Osteopathic Medical Examiners or Federation of State Medical Boards.
4. Residents in a preliminary or transitional program are ineligible to receive reimbursement. In the event that a preliminary or transitional person is offered and becomes a categorical/advanced University Resident, they shall be eligible for the step III/Complex III reimbursement.

20.04 Certifications

The University shall coordinate and schedule or reimburse Residents for certifications required by the Resident Program. Reimbursement requests must be made within thirty (30) days.

20.05 Journal Submissions

Residents who submit articles to journals, based on training/research obtained at the University, that require a fee will be reimbursed within thirty (30) days of submission for the submission fee. Journal submissions are only reimbursable if submitted in collaboration with a University faculty member or approved by the Program Director.

Article XXI Electronic Devices

21.01 Pagers

Each Resident shall be provided with a pager. The University will ensure that batteries for pagers are available at a reasonable number of locations. All Residents shall return the pager when they end employment with the University or when directed to return the pager. If pagers are replaced by new equipment required by the University, Residents shall be provided with this equipment by the University.

21.02 iPhones

Beginning July 1, 2023, the University shall issue WiFi enabled iPhones to Residents for work use. The iPhones shall be the property of the University and shall be returned upon separation from the University program. The iPhones shall be distributed incrementally every six months until full distribution is achieved beginning with

Residents in the oldest program year.

Article XXII **Educational Expense Fund and Scholarly Pursuit**

22.01 Education Fund

- A. Each resident will receive a stipend/allowance per appointment year for educational support. This educational allowance is in addition to the stipend that the resident receives as compensation for his/her residency appointment.
- B. The educational allowance is distributed each fiscal/academic year as a lump sum payment via the residents' paychecks. These funds are taxed as income.
- C. Effective July 1, 2022, the education fund will be increased to \$2500 for a PGY1 Resident, and \$3000 for a PGY2 and above Resident.
- D. Effective July 1, 2023, the fund will be divided into twelve equal amounts and paid to the Residents monthly.
- E. The Education and Expense money may be used at the Residents discretion without the need to submit receipts by the Resident.

22.02 Travel Expenses for Conferences/Presentations

Residents may request to be reimbursed for reasonable expenses for travel, required materials, registration fees, lodging and food, subject to the University's travel guidelines, for scholarly activities, including a presentation at a conference, i.e., abstract/publication or poster as presenter. Request for approval must be submitted to the Program Director at least 30 days in advance of the presentation. The Program Director shall have the sole discretion to grant or deny, or partially grant/deny, the request. The Program Director's decision shall not be subject to the grievance and/or arbitration procedure under this Agreement. Residents shall receive notification of approval, or the reason for denial (or partial denial) within 14 days of submission.

22.03 Required Events

For scholarly activities on behalf of the Program for which the Resident is required to attend by the Program, the Resident shall be reimbursed for travel expenses, required materials, registration fees, lodging, and food, subject to the University's travel guidelines.

22.04 Programs that Provide or Elect to Provide Additional Benefits

Programs may provide additional funds to Residents and Fellows for educational purposes. The University shall not reduce any additional benefits in place for Educational Fund and Scholarly Pursuit as of the effective date of this Agreement. Prior

to making any increases to said benefits, the University shall provide notice to the Union prior to implementation; and upon request by the Union, the University shall meet and discuss the change.

Article XXIII Educational Time

23.01 Educational Time

The union and the University recognize that education is a key component of the residency and fellowship programs at the University. Scheduled academic activities, 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 protected education time, Residents shall be released from clinical duties to the furthest extent practicable.

Article XXIV Meal Allowance

24.01 Monthly Meal Allowance

Residents will receive a monthly meal allowance of \$100/month or the on call meal allowance if it results in an amount over the \$100/month as provided below.

Programs that provide or elect to provide additional benefits: Some programs, as of the effective date of this contract, provide meal allowances to Residents and Fellows that exceed what is provided for by this section. It is not the intent of the University to reduce these specific meal allowances. Prior to making any reduction to these additional meal allowances, the University shall provide notice to the Union prior to implementation; and upon written request by the Union, the University shall meet and negotiate regarding the change.

24.02 Access to Meals

The University will ensure access to proper meals at all times, at the Hospital or any rotation location site.

Article XXV Transportation and Fatigue Mitigation

25.01 Fatigue Mitigation

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 address. The Resident is entitled to seek reimbursement from the University for the cost of the transportation.

25.02 Transportation Reimbursement

The University will reimburse any resident that elects to use a transportation service (app-based or taxi) to arrive home instead of driving their own vehicle while fatigued, as well as to pick up their car or return to work the next day.

25.03 Transportation Verification

The University may impose reasonable rules to verify the use and cost of transportation under this Article.

Article XXVI Retirement Plans

26.01 State Administered Plan

All Residents will be enrolled in a University retirement plan as administered by the State University Retirement System. Retirement benefits are extended pursuant to the State Universities Retirement System Statute. Information materials about the System should be consulted and are available from the System 1901 Fox Drive, Champaign, Illinois 61820 (800-275-7877).

26.02 403b Retirement Savings Plan

The University will provide to all Residents a 403b retirement savings plan, on the same basis as other University employees.

Article XXVII Program Closure/Reduction

27.01 Program Closure

In the event of a program closure, the University shall follow all Accreditation Council for Graduate Medical Education (ACGME) guidelines “regarding program closure/reduction” by assisting any affected residents in enrolling in another accredited residency or fellowship training program.

27.02 Accreditation

The Hospital shall take all appropriate steps to try to gain and maintain full accreditation for all accredited programs.

27.03 Timely Notification

The University will notify all affected Residents in a timely manner of any program reduction (a decrease in the ACGME approved complement) or program closure.

27.04 Completion of Program

In the event of program reduction, the University will allow residents already in an affected ACGME-accredited program(s) to complete their education at the Sponsoring Institution or assist them in enrolling in (an)other ACGME-accredited program(s) in which they can continue their education.

Article XXVIII Moonlighting

28.01 Moonlighting

Each training program must have a moonlighting policy. The program's policy and procedures must comply with the University Moonlighting Policy and procedures. A Resident must be in good standing with the program and must obtain written permission from their program director to moonlight internally and/or externally.

Each program policy must contain a method for written pre-approval, monitoring (which must include the method for tracking hours), and periodic review. Residents must not be required to engage in moonlighting (internal or external), and this must be clearly stated in the policy. Each program must demonstrate ongoing compliance with clinical and educational work hour requirements.

Article XXIX Uniforms

29.01 Uniforms

The University will provide at the start of employment and at no cost to the Resident the following:

A. White Coats

Two (2) new long white physician coats in appropriate sizes will be issued to each Resident.

B. Scrubs

A minimum of two (2) clean sets of scrubs. Hospital-issued scrubs will be provided to Residents as required by hospital policy.

C. The University shall provide laundering services to all Residents at no cost for white coats and restricted scrubs at the Hospital.

Article XXX

Dues Deduction

30.01 General

The Union will provide to the employer verification that dues deductions have been authorized by the employee.

Upon receipt from the Union of written authorization from an employee, the Employer shall deduct the amount of Union dues, and any authorized increase therein, and shall remit such deductions to the Union at the address designated by the Union in accordance with the laws of the State of Illinois.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law.

The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

30.02 Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorneys' fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of this Article; provided, however, the Union shall not be obligated to indemnify the Employer to the extent that any damages occur as a result of the Employer's negligence. The Employer shall immediately inform the Union of any appeals or legal actions regarding this Article.

30.03 Procedure

The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by this Article and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agent within thirty (30) calendar days after date of withholding, provided that nothing contained in this Article shall require the Employer to make any withholding unless and until the Union has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of dues/assessments to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Union notifies the Employer that different dues/assessments amounts should be collected.

30.04 Other Deductions

The Parties mutually agree that deductions from an employee's paycheck shall be made upon showing of a properly signed authorization card allowing such deductions. The Employer agrees to deduct the actual dollar amount authorized by the employee and to separately itemize deductions on monthly remittal forms provided to the Union, provided that the payroll system is capable of handling such deductions.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense or any other form of liability, including attorney fees and costs, arising from, or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees, or representatives in complying or carrying out the provisions of this Article.

Article XXXI Miscellaneous Legal Provisions

31.01 Complete Agreement

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. The University 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 subject matter referred to or covered in this Agreement, except as required by Article 1, Section 1.02.B. However, at the request of either party, the parties shall bargain over the impact of a decision that affects the wages, hours and working conditions of Residents.

31.02 Separability

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.

31.03 Supplemental Agreements

Any agreement(s) which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the University and the Union.

Article XXXII
No Strikes, No Lockouts

32.01 No Strikes, No Lockouts

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning the interpretation of this Agreement.

Therefore, during the term of this Agreement, there shall be no strikes, work stoppages, slowdowns or sympathy strikes.

No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities by members of the bargaining unit. The Union further agrees that it will take reasonable actions which are within its power to advise employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work; such reasonable actions include the Union, through its officials, disavowing in writing any such action or interference and advising that Residents and Fellows engaged in such activity are in violation of this agreement and should immediately return to work and cease the violation.

Residents who violate this article may be subject to disciplinary action under the terms of this Agreement.

In consideration of this “no strike pledge”, the University will pledge not to lock out employees during the term of this Agreement.

Article XXXIII
Salaries

33.01 Determination of Salary

1. Each Resident or Fellow shall be placed on the salary step that corresponds to the number of years of training required for Board Certification or other certification in the specialty. Prior GME training that is not required for the current specialty/ subspecialty shall not result in a higher step or level of pay. Each program may define their entry step level, with approval of the GME Office.
2. Residents and Fellows may not be paid at a rate lower than the published salary scale. However, Residents and Fellows may be paid above scale at the sole discretion of their Department and in accordance with established institutional practice.
3. In programs where there is one administrative chief (“Chief”) assigned by the University, that person will be paid one PGY above their current PGY level. In programs where there are two or three assigned Chiefs, each Chief will be paid at the rate of their PGY plus a differential of the next PGY level divided by the number of Chiefs. In programs with four or more Chiefs assigned, the differential

amount will be based on two PGY levels above divided by the number of Chiefs, with each Chief being paid a minimum of \$675 dollars additional per year.

4. The Residents Salary will begin no later than the first day of orientation.

33.02 Salary Increases

1. Effective July 1, 2022, the University shall provide a 2% market adjustment to Resident salaries (as shown in Appendix A). Residents will receive the increase retroactive to July 1, 2022 or the date of employment, whichever is later.
2. Effective July 1, 2022, the University shall increase current salaries by 4%. Residents will receive the increase retroactive to July 1, 2022 or the date of employment, whichever is later.
3. Effective July 1, 2023, the University shall increase salaries by 4%.
4. Effective July 1, 2024, the University shall increase salaries by 4%.
5. Effective July 1, 2025, the University shall increase salaries by 4.5%.

Article XXXIV Duration

34.01 Duration

This Agreement shall become effective as of July 1, 2022 and, unless otherwise specifically provided herein, shall remain in full force and effect through June 30, 2026. This Agreement shall automatically be renewed from year-to-year thereafter unless either party notifies the other in writing not more than one hundred and eighty (180) days nor less than ninety (90) days prior to June 30, 2026 or June 30th of a subsequent year in the event of its automatic renewal, that it desires to modify its terms.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals this 19 day of April, 2023.

**THE COMMITTEE OF INTERNS AND
RESIDENTS/SEIU (CIR), Local 1957**

BY: Susan Naranjo
Susan Naranjo, Executive Director

Lorenzo Gonzalez
Lorenzo Gonzalez, President

Allen Mayne
Allen Mayne, Chief Negotiator

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

BY: Paul Ellinger
Comptroller

APPROVED:

Jami Painter
Assistant Vice President for
Human Resources

Thomas Riley
Executive Director of Labor and
Employee Relations

Michelle Jackson
Associate Director, Labor and
Employee Relations and Chief
Negotiator

Approved as to Legal Form:

By: Matthew G. Jones 04-07-2023
Matthew G. Jones, Associate
University Counsel

Appendix A Salary Chart

PGY Year	Market Adjusted Base	2.00%	4.00%	4.00%	4.00%	4.50%
		1st Year	2nd Year	3rd Year	4th Year	
1	\$61,087.80	\$63,531.31	\$66,072.56	\$68,715.47	\$71,807.66	
2	\$63,235.92	\$65,765.36	\$68,395.97	\$71,131.81	\$74,332.74	
3	\$65,395.26	\$68,011.07	\$70,731.51	\$73,560.77	\$76,871.01	
4	\$67,783.08	\$70,494.40	\$73,314.18	\$76,246.75	\$79,677.85	
5	\$70,613.58	\$73,438.12	\$76,375.65	\$79,430.67	\$83,005.05	
6	\$74,850.39	\$77,844.41	\$80,958.19	\$84,196.51	\$87,985.36	
7	\$75,820.68	\$78,853.51	\$82,007.65	\$85,287.95	\$89,125.91	
8	\$78,267.66	\$81,398.37	\$84,654.30	\$88,040.47	\$92,002.29	

Please check appropriate box(es):

- Receivable to University
- Payable by University
- New Contract – **Initial CBA**
- Amendment to Contract No. _____

Please refer to this number (which will be assigned by BOT Office) for any future transactions regarding this contract, i.e., amendments, inquiries, etc.

Contract number _____

**CONTRACT
INTERNAL APPROVAL FORM
UNIVERSITY OF ILLINOIS AT CHICAGO**

Unit/Department: UIC Human Resources, Labor & Employee Relations

Contact Person: Michelle Jackson

Phone: 312-413-4788

Address: 715 S. Wood Street – Room 123, Chicago, IL 60612

Mail Code: **862**

Brief Description of Services: UIC-Committee of Interns and Residents/SEIU, Local 1957 CBA 2022-26 – **Initial Collective Bargaining Agreement**

Effective Date: July 1, 2023 Termination Date: June 30, 2026

APPROVALS: Date of Board of Trustees Approval, if Required: _____

APPROVALS

<u>Michelle Jackson</u>	3/30/2023
Associate Director of Labor and Employee Relations and Chief Negotiator	Date
<u>Thomas Riley</u>	04/12/2023
Executive Director of Labor and Special Counsel	Date
/s/ Matthew G. Jones	04-07-2023
Office of University Counsel	Date
<u>Jami Painter</u>	04/12/2023
Senior Associate Vice President and Chief Human Resources Officer	Date
<u>Paul Ellinger</u>	04/19/2023
Comptroller	Date

Contracts Processing Office (107 Coble Hall)

Date Received:

By:

Your Comments:

Please provide at least 4 original copies of the agreement for signatures and forward all originals to Bonita Higgerson in University Human Resources.

The University Contract Records Office will retain one fully executed original copy of the contract on behalf of the Board of Trustees Office. Thank you.