

**2005 - 06**  
**HOUSESTAFF AGREEMENT**

**PREAMBLE**

This Agreement, effective from July 1, 2005 to June 30, 2006, is entered into for the purpose of defining the formal and continuing relationship between the Rush University Medical Center and the House Officer, during the House Officer's participation in the Medical Center's graduate medical education and clinical training program (the "program").

House Officer is defined as either a resident or a fellow. This agreement supersedes all prior Agreements signed for the same purpose and covering the same period of time.

The terms of this Agreement recognize that it is in the best interest of the public and the Medical Center's patients to assure the performance of the respective obligations of the parties -- first and foremost, the provision of the highest possible quality of health care along with the supervised graduate medical education.

There is a need for flexibility within the working relationship of the parties, and a fair and frank understanding of the rights and responsibilities of both parties is important at the onset of and throughout their relationship.

This Agreement is also intended to recognize the role of the Housestaff Association and Executive Council in representing the views of its members on the issues of patient care, graduate medical education, graduate clinical training program and the negotiation and administration of House Officer Agreements

**ARTICLE I - POSITION DESCRIPTION OF HOUSE OFFICER**

The Rush House Officer meets the applicable qualifications for resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the AMA Graduate Medical Education Directory, or the standards, Requirements and Guidelines for Approval of Residencies in Podiatric Medicine of the Council of Podiatric Medical Education, or the American Psychological Association's Committee on Accreditation's Guidelines and Principles, or other governing Board/Society for the specific program as appropriate, heretofore referred to as "appropriate governing bodies."

As the position of House Officer involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence of the House Officer is evaluated on a regular basis. The program shall maintain a confidential record of these evaluations.

The position of House Officer entails provision of care commensurate with the House Officer's level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff. This includes:

1. Participation in safe, effective and compassionate patient care;
2. Developing an understanding of:
  - (a) ethical, socioeconomic and medical/legal issues that affect graduate medical education and patient care and
  - (b) how to apply appropriate utilization management and cost containment measures in the provision of patient care;
3. Participation in the educational activities of the training program and, as appropriate, assumption of responsibility for teaching and supervising other residents and students, and participation in institutional orientation and education programs and other activities involving the Medical Center staff;
4. Participation in institutional committees and councils to which the House Officer is appointed, elected or invited; and
5. Performance of these duties in accordance with the established practices, procedures and policies of this institution and its governing bodies where they exist, as well as those of its programs, clinical departments

and other institutions to which the House Officer is assigned.

## **ARTICLE II - OBLIGATIONS OF THE MEDICAL CENTER**

Section 1. **GRADUATE MEDICAL EDUCATION (GME) OR GRADUATE CLINICAL TRAINING.** The Medical Center agrees to provide an educational program in graduate medical education or graduate clinical training which meets the contemporaneous standards and requirements in effect from the appropriate governing bodies.

Section 2. **HOUSE OFFICER FACILITIES.** The Medical Center will provide sufficient, comfortable, safe and sanitary facilities in connection with the House Officer's educational and clinical programs. This includes, but is not limited to clerical space, computers for access to educational and clinically relevant information and the Internet, supporting facilities such as meeting space, dictating equipment for clinical notes, and administrative liaison personnel for individual and group Housestaff affairs. Callroom facilities will be same-sex when available.

Section 3. **SEMI-ANNUAL FORMAL WRITTEN EVALUATION.** It is the responsibility of the Program Director to provide a system of a semi-annual formal written evaluations of the House Officer's work. The Program Director or designee shall meet personally with each House Officer to review his/her progress at least annually. Evaluations may include objective testing methods. Only upon the written request of the House Officer, may copies be sent to other institutions or prospective employers by the Medical Center.

Section 4. **APPOINTMENT TO FACULTY AND MEDICAL STAFF.** Housestaff are appointed as an "Assistant" on the faculty of Rush Medical College of Rush University. Fellows and Housestaff in advanced training may qualify for the rank of Adjunct Member of the Medical Staff of Rush University Medical Center, and/or for the rank of "Instructor" in Rush Medical College. The House Officer shall be bound by all Medical Center rules and shall have all the privileges relating to faculty and, where applicable, Medical Staff members, unless expressly limited by this Agreement.

Section 5. **CONFIDENTIALITY OF RECORDS.** The Medical Center expressly acknowledges its obligations as an educational institution and as an employer to maintain as confidential the academic and personnel records of the House Officer. The Medical Center will obtain the written consent of the House Officer before allowing access to such records except where required by law or where required directly and routinely in the administration of the program. The current Review of Employment and Academic files Policy approved by GMEC will specify additional guidelines

Section 6. **LIAISON WITH ADMINISTRATION.** Medical Center Administration shall attempt to inform the Housestaff in advance of Policy and Procedural changes having an impact on their status as a House Officer. The House Officer individually, through the elected representatives of the Housestaff Association or through the Executive Council described below (Article V), shall have at all reasonable times during the term of this Agreement, direct access to the Associate Dean, GME and/or the Dean of Rush Medical College and administrative personnel of Rush University Medical Center for the purpose of discussing and resolving issues of mutual interest.

Section 7. **FULL STAFFING.** The parties recognize that it is in the best interest of both the House Officer and the Medical Center to maintain a post-graduate medical education program of optimal size which meets the highest possible standards of excellence. To that end, the Medical Center will determine the number of House Officers participating in the educational and clinical programs based upon an evaluation and consideration of all relevant factors, including, but not limited to, quality of patient care, workload, fiscal constraints, third-party reimbursement, availability of post-graduate medical education facilities and the recommendation and/or regulation of the appropriate governing bodies.

Section 8. **LETTERS OF RECOMMENDATION.** The House Officer may request letters of recommendation from Rush Medical College faculty. The individual faculty member at his/her discretion may request that the House Officer sign a letter waiving his/her right to review the letter of recommendation.

Section 9. **CERTIFICATE OF COMPLETION.** Upon successful completion of the training period as determined by the program, a certificate of satisfactory completion will be issued to the House Officer.

Section 10. **ACCESS TO MEDICAL CENTER POLICIES.** The Medical Center must provide, upon request of the House Officer, access to all Medical Center Policies to which the House Officer is bound by this agreement.

Section 11. **COMMUNICATION.** The Medical Center will provide one pager free of charge in good working condition to the House Officer at the beginning of his/her training.

Section 12. **DUTY HOURS AND THE WORK ENVIRONMENT.** The Medical Center and the House Officer both recognize their mutual obligation to comply with institutional and program policies concerning Resident

Duty Hours and the Work Environment as well as with the policies of the ACGME and appropriate governing bodies where they exist.

### **ARTICLE III - OBLIGATIONS OF HOUSE OFFICER**

Section 1. **EDUCATIONAL AND CLINICAL REQUIREMENTS.** The House Officer agrees to fulfill the educational and clinical requirements specified by his/her training program.

Section 2. **PATIENT CARE.** The House Officer agrees to use his/her best efforts to provide safe, effective, ethical and compassionate patient care wherever assigned or assumed.

Section 3. **COMPLIANCE WITH MEDICAL STAFF BY-LAWS AND RULES.** The House Officer agrees to comply with the Medical Staff By-Laws, the Rules for Governance of Rush University and Rush Medical College, the Rules and Regulations promulgated thereunder, including the Medical Staff Standards of Accreditation of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), to the extent applicable. The House Officer also agrees to comply with the Medical Center's written policy and procedures concerning Patents, Copyrights and Licenses resulting from discoveries, inventions, writings and other work products relating to the House Officer's work at the Medical Center.

Section 4. **CORPORATE COMPLIANCE.** The House Officer agrees to complete all necessary current Healthcare Education System requirements as mandated by the Office of Corporate Compliance. Failure to comply may result in removal from service, loss of pay for non-compliant days, suspension and/or ineligibility for promotion until completion. Warning notifications will be sent to delinquent Housestaff and their programs.

Section 5. **HEALTH SCREENING.** The House Officer is required to provide documentation to Rush Employee and Corporate Health Services (ECHS) of immunity to measles, rubella, varicella, hepatitis B, as well as appropriate tuberculosis screening. If the House Officer is unable to provide this documentation, ECHS will assist in meeting these requirements free of charge. In addition, House Officers must have a TB mask fit testing completed by the Infection Control Department. Failure to meet the above requirements may result in disciplinary action up to and including termination of this agreement. Only in an exceptional circumstance and on an individual basis can an extension of time be granted by request of the Chairperson or Program Director with approval of the Dean.

Section 6. **DRUG SCREENING.** All new House Officers are required to submit to a Rush University Medical Center drug screening according to Medical Center's Drug/Alcohol policy.

Section 7. **LICENSURE.** The House Officer agrees to obtain, at the House Officer's own expense, the appropriate State of Illinois licensure for participation in the educational or clinical programs hereunder and to notify the Medical Center in writing immediately if any such licensure is revoked or otherwise restricted.

The Office of Graduate Medical Education (GME) will notify prospective House Officers and current House Officers of the requirements for submission of applications for temporary licensure, and for licensure examinations when indicated and will make available the necessary application forms. It is the obligation of the prospective or current House Officer to satisfactorily complete and submit the required information to the office of GME on or before the specified time so that the material can be submitted to the State of Illinois, Department of Professional and Financial Regulations. If the House Officer fails to do this, and if the issuance of the temporary or permanent license is delayed resulting in a period of time during which the House Officer is not covered by either a temporary or a permanent license, then GME will suspend the House Officer without pay on the day that the lapse in licensure begins, and his/her training and pay will not be reinstated until the permanent or temporary license is issued. Any House Officer without a valid Illinois license is not considered a Rush employee and therefore is not afforded the benefits listed herein.

Section 8. **MEDICAL RECORDS.** Residents are responsible for the timely completion of dictations in accordance with JCAHO mandates, Federal Agencies' requirements, Rush Medical Staff Policies and Procedures, Rules and Regulations, the by-laws of the Rush University Medical Center.

- All operative reports will be dictated the day of the procedure.

- All available discharge summaries will be dictated within 48 hours of the discharge.
- All available dictations will be completed prior to leaving for vacation or away rotations.
- Completion of all available dictations is required at year-end in order to advance or graduate.

The Health Information Management Department will make available to the House Officer, upon request, a daily updated summary of his/her incomplete records. In addition, the House Officer will be notified of incomplete records at least weekly. A weekly summary of all incomplete charts will be sent to the Program Directors, Department Chairpersons, the Housestaff Association President and the Associate Dean for Graduate Medical Education.

The Health Information Management Department and GME will not grant end of academic year clearance to any House Officer who has available incomplete medical records. GME may apply the following sanctions, if applicable:

- Deny the House Officer the necessary registration material for credentialing and licensing
- Deny the House Officer a certificate of completion for his/her training program
- Deny the House Officer reappointment or promotion
- In conjunction with the Housestaff Association adopted policies, impose other sanctions, eg., possible loss of parking privileges

Section 9. **COMMUNICATION.** All House Officers are required to keep informed of all messages from GME, Rush Housestaff Association and their programs via their Rush Lotus email account. It is the House Officer's responsibility to review email at least once a week (excluding vacation and holidays). Housestaff may access their Lotus Notes at work or from home or any other computer with Internet capability. Housestaff mailboxes (in the Housestaff Lounge on the 4<sup>th</sup> floor of the Academic Facility) must be kept clean for incoming mail. The House Officer must maintain his/her pager in working order during the times outlined by his/her program. The House Officer must notify both the program and GME of any/all address changes.

Section 10. **OFF-DUTY ACTIVITIES/MOONLIGHTING.** The House Officer is not required to engage in moonlighting. Because graduate medical education is a full-time endeavor, the Program Director must ensure that moonlighting does not interfere with the ability of the House Officer to achieve the goals and objectives of the educational program and does not violate the ACGME rules and regulations for Duty Hours.

House Officers who are engaged in moonlighting must notify and receive permission from his/her Program Director. Moonlighting must comply with the Institutional GMEC Policy for Housestaff Moonlighting and any programmatic policies.

Section 11. **IMPAIRED HOUSE OFFICER.** When a House Officer has a physical or mental impairment which has an impact on his/her ability to deliver effective patient care as determined by the Program Director, the House Officer is required to participate in a treatment program which shall be subject to the approval of his/her Program Director. During the course of the House Officer's care and any required after care, the Program Director may require the submission of written documentation attesting that the House Officer is meeting the requirements of his/her treatment program. In the case of a House Officer having an impairment associated with drugs and/or alcohol, the Program Director may require random drug and/or alcohol testing which would be done under the direction of a mutually agreeable treating physician and such physician shall verify that the House Officer is continuing to receive needed treatment. In an appropriate case, the House Officer would be eligible for the disability benefits outlined in Article IV, section 3 (I) of the House Officer's Agreement and the Employee Assistance Program provided for all Rush employees.

Section 12. **DUTY HOURS AND THE WORK ENVIRONMENT.** The Medical Center and the House Officer both recognize their mutual obligation to comply with institutional and program policies concerning Resident Duty Hours and the Work Environment as well as with the policies of the ACGME and appropriate governing bodies where they exist..

#### ARTICLE IV - HOUSE OFFICER BENEFITS

Section 1. **SCHEDULE OF HOUSE OFFICER'S STIPENDS**

PGY-1	\$ 41,977
PGY-2	\$ 43,951
PGY-3	\$ 46,017
PGY-4	\$ 48,318
PGY-5	\$ 50,589
PGY-6	\$ 52,610

PGY-7 \$ 54,715  
 PGY-8 \$ 56,906  
 Podiatry R-1 \$ 31,974  
 Podiatry R-2 \$ 40,714  
 Podiatry R-3 \$ 43,332  
 Psychology Res \$ 22,460

Section 2. **LEVEL.** For the purpose of this Contract, a House Officer's "level" shall be determined and defined as the current level of clinical training service as described in the current program's job description. A research year not required for Board eligibility shall not be counted toward determination of pay level advancement. Further explanation of PGY level is found in the GME policy on Post-Graduate Year Level of Pay.

Section 3. **ADDITIONAL BENEFITS.** In addition to the specified stipend, the Medical Center agrees to pay for the following benefit options:

- (a) Individual and family health insurance, subject to a premium contribution of:
  - \$10.00 /month with no dependents
  - \$20.00 /month with children
  - \$22.00 /month with spouse/same sex domestic partner
  - \$25.00 /month with spouse/same sex domestic partner & children
- (b) A dental insurance program is provided by the Medical Center for House Officer, spouse/same sex domestic partner and dependents with a co-pay of:
 

Free	House Officer
\$10.00 /month	Spouse/same sex domestic partner
\$22.00 /month	Family
- (c) Right of voluntary participation in the Medical Center's Vision Plan.
- (d) Confidential psychological and psychiatric support services are available at no charge through the Housestaff Counseling Program.
- (e) Malpractice Professional Liability and General Liability insurance coverage while performing services within the scope of their training in an amount no less than \$5,000,000/\$5,000,000. A House Officer is a 'covered person' under the terms of Rush University Medical Center's insurance program for their employment related activities.
- (f) Worker's Compensation coverage under Illinois law for protection against employment-related accidents or illnesses.
- (g) Professional discount on prescription medication from the Medical Center programs for House Officers as described herein.
  - (1) All House Officers may utilize the Professional Office Building Pharmacy and receive a discount for medications needed for **Acute Needs** and for contraception. Beneficiaries are defined as those covered under the House Officer's health insurance policy as in 3 (a) above.
    - i: **Acute Needs** are defined as medical conditions requiring the urgent use of a prescription medication. Prescription medications for such **Acute Needs** may be obtained at the Professional Building Pharmacy. No greater than a 14-day supply may be obtained at the discounted rate and no refills will be honored at the discounted rate. Generic prescriptions will be at no cost to the House Officer as the Medical Center will cover his/her insurance co-pay. The House Officer will have the option to purchase formulary and non-formulary prescriptions by paying the incremental costs.
    - ii: All House Officers may fill prescriptions for contraceptive medications for themselves or beneficiaries as outlined in 3 (a). Generic prescriptions will be at no cost to the House Officer as the Medical Center will cover his/her insurance co-pay. The House Officer will have the option to purchase formulary and non-formulary prescriptions by paying the incremental costs.
    - iii: The House Officer is entitled to the RUMC employee discount of \$3.00 for prescriptions filled at the Professional Building or Triangle Office Building

Pharmacies, with the exception of fertility medications and medications used solely for cosmetic purposes.

- (2) For prescription medications required for extended periods, the House Officer may receive discounts on medications in accordance with his/her health insurance carrier.
- (h) Life insurance is provided by the Medical Center in the form of \$50,000 group term insurance. Additional amounts are available at the House Officer's option and expense.
- (i) Travel accident insurance of \$350,000 without charge to House Officer, applicable while on approved travel outside of the Medical Center for Medical Center business (i.e. attending conferences).
- (j) Maternity/Paternity Leave – Two weeks of leave shall be paid with benefits for the care of newly born or adopted child. The House Officer must provide 30 days notice (or as much notice as practicable if the leave is not foreseeable) to the Department of Graduate Medical Education and the Program Director of the request for leave and complete the necessary forms.  
As an example, Maternity/Paternity Leave may be structured as follows:  
2 weeks paid maternity/paternity leave  
4 weeks paid vacation  
6 weeks paid leave with benefits
- If additional leave is necessary for medical reasons, short-term medical disability is available. The Family Medical Leave Act can provide further leave options (see below).
- (k) Medical Leave /short term disability - Up to three months of leave because of the House Officer's serious health condition, extended illness or disability shall be paid with benefits, where appropriate. The House Officer must provide 30 days notice (or as much notice as practicable if the leave is not foreseeable) to the Department of Graduate Medical Education and the Program Director of the request for leave and complete the necessary forms.
- (l) Long term disability benefits after 90 days of continuous disability in accordance with the eligibility and benefit terms of the long-term Rush Housestaff disability plan. It will be the responsibility of the Program Director to determine if this leave of absence affects the requirements of the individual Specialty Board and/or program and if additional time will be required to advance in or complete the program .
- (m) Family Medical Leave Act (FMLA) - Up to twelve weeks total leave to care for a spouse, parent, or child with a serious health condition, two weeks of which shall be paid, where appropriate. After these two weeks, subsequent leave is unsalaried, however, the House Officer may maintain benefits by paying the Health and Dental insurance premium contribution as described in Article IV, Section 3 (a) and (b). The House Officer must provide 30 days notice (or as much notice as practicable if the leave is not foreseeable) to the Department of Graduate Medical Education and his/her Program Director of the request of leave and complete the necessary forms.
- (n) Leaves of Absence - may be extended at the request of the House Officer and the discretionary approval of his/her Program Director. Extension does not guarantee that the House Officer's position will be held open pending his/her return to work and the unavailability of a position when a House Officer returns to work shall result in termination of the House Officer's Agreement.
- (o) Vacation and Special Education leave – the equivalent of four work weeks with pay, one of which may be taken as an educational leave. Vacation and/or educational leave must be scheduled by mutual agreement with the Program Director or his/her designee.
- (p) Armed Services Reserve Duty Leave - two weeks with pay in addition to other approved leave as specified in Medical Center Policy.
- (q) Bereavement Pay - time off with pay upon the death of a relative as specified in Medical Center Policy.
- (r) Lost Pagers - each House Officer will be responsible for replacing a lost or stolen pager only with a Rush Medical Center pager within one pay period. A replacement pager will be issued at a cost to the House Officer of \$50.
- (s) Right of voluntary participation in Medical Center approved tax sheltered annuity programs.

- (t) Right of voluntary participation in the "Flex Spending Account" for medical, dependent care and transportation charges.
- (u) Right of voluntary participation in the Educational and Tuition Assistance Program (L.E.A.P).
- (v) Laundry and Maintenance of white lab coats and scrubs customarily issued to the House Officer at no cost.
- (w) Free Garage Parking at the Medical Center, provided the majority of the House Officer's duty hours are at the Medical Center and he/she is in good standing with medical records as described in Article III, Section 8.
- (x) Customary Medical Center lodging while on in-house call at night at no cost to the House Officer.
- (y) House Officers who are ON CALL will be provided meal reimbursement through a disbursement system in the amount of \$18 per ON CALL shift. An ON CALL shift is defined as a scheduled shift that is over 14 consecutive hours and physically at the Medical Center. House Officers who are on HOME CALL will be provided meal reimbursement in the amount of \$9 per HOME CALL shift only if he/she is called into the Medical Center 2 or more times during that shift or if he/she is working 70 or more hours/week during a rotation for which he/she is assigned HOME CALL. The scheduled hours must be in compliance with the duty hour requirements. This benefit must be used within the fiscal year disbursed.
- (z) Non-financial assistance, when appropriate and when requested, in licensure and application for USMLE exams and/or individual specialty board requirements as specified by Article III, Section 7.
- (aa) For qualifying rotations, House Officers will receive gasoline and depreciation repayment consistent with the current GME Mileage Reimbursement Policy. Completed GME Mileage Reimbursement Requests must be received in the GME office within 60 days of the rotation end date.
- (bb) Reimbursement for educational materials (books, PDAs, medical equipment/software) purchased at the Rush University Bookstore. House Officers will have an account set up in the Book Store for the amount of \$300 (tax free) for the fiscal year. Housestaff who are not on a July 1st start date are entitled to one reimbursement benefit per 12-month period.
- (cc) All Rush House Officers will be issued confidential passcodes for the Rush Lotus notes email and the multitude of computer systems accounts. A CD is available to provide access to non-clinical systems from home.

#### **ARTICLE V - HOUSESTAFF ASSOCIATION**

Section 1. **ROLE OF THE HOUSESTAFF ASSOCIATION & COUNCIL.** The Housestaff Association consists of an Executive Board and an Executive Council. The Executive Board is comprised of a President, Vice-President, Treasurer, Secretary, Compliance Chairperson, Social Chairperson, and Meeting Coordinator. Election of the Housestaff Association Executive Board will be held in accordance with the Housestaff Association By-Laws.

The Executive Council should consist of at least one House Officer delegate from each program. Alternates may be chosen by each program's housestaff to attend meetings in the absence of the primary representative. All House Officers are eligible to be adhoc members of the Association. The residents from each program will be responsible for selecting their Executive Council representative and for providing time to attend the monthly meetings.

The parties recognize that the Association and Executive Council have an established role as a representative of its members and assume the responsibility to represent the views of its members on matters concerning the administration of House Officer Agreements and other matters affecting patient care and graduate medical education at the Medical Center. The parties expressly acknowledge, however, that recognition of the Association and Executive Council is not intended as its designation by the Medical Center as the sole bargaining agent for House Officers within the meaning of the National Labor Relations Act. The Executive Council shall make recommendations for appointment of House Officer membership to the committees of the Faculty of Rush University and to the Housestaff Grievance Committee and Hearing and Appeals Body described below. The House Officer shall be eligible for all such appointments.

Section 2. **FUNDING.** The Graduate Medical Education Department will provide adequate funding for Housestaff Association functions.

#### **ARTICLE VI - TERMS OF AGREEMENT**

Section 1. **TERMS OF AGREEMENT.** The House Officer stipend, level of appointment and duration of appointment shall also be specified in an individual Letter of Appointment.

Section 2. **TERMINATION OF AGREEMENT BY MEDICAL CENTER.** This agreement may be terminated by the Medical Center only for cause as defined in the Faculty Rules for Governance and/or for material breach of the terms of this agreement by the House Officer. The Medical Center may not terminate this agreement without thirty (30) days written notice to the House Officer.

Section 3. **TERMINATION OF AGREEMENT BY HOUSE OFFICER.** This agreement may be terminated by the House Officer only for a material breach of the agreement by the Medical Center or for the failure of the Medical Center to provide a program in graduate medical education or graduate clinical training that meets the contemporaneous standards in effect from the appropriate governing bodies where they exist. The House Officer may not terminate this agreement without thirty (30) days written notice submitted to the Medical Center.

Section 4. **NOTICE OF NON-RENEWAL.** The Medical Center shall provide written notice of intent not to renew this Agreement **no later than 120 days before the expiration of this Agreement.** Prior to giving such notice, the Medical Center shall inform the House Officer **in writing** of his/her deficiencies and place the House Officer on probation for **at least 60 days**, during which time s/he shall be given opportunity to correct the deficiencies. If the deficiencies are not corrected to the satisfaction of the Medical Center during the probationary period, the Medical Center shall give the House Officer notice of intent not to renew. Failure to give the notice shall preclude the Medical Center from **not renewing** the Agreement except as provided in Section 2 of this Article. All notice requirements contained in this section shall govern and supersede any inconsistent notice provisions in the Rush Medical College Policies and Procedures.

#### **ARTICLE VII - GRIEVANCE PROCEDURE**

Section 1. **PURPOSE.** The purpose of this section is to establish a procedure for the resolution of disputes occurring between the House Officer and the Medical Center.

Article VII of the House Officer's Agreement shall supersede any grievance and hearing procedures provided for in the Rules for Governance of Rush University, the By-laws of the Medical Staff of Rush University Medical Center, and the Personnel Policies and Procedures of Rush University Medical Center. However, any grievance with respect to Patents, Copyrights and Licenses resulting from and relating to the House Officer's work at the Medical Center shall be subject to the procedures set forth in the Medical Center's Policy and Procedures Manual for Patents, Copyrights, and Licenses.

- (a) This grievance procedure shall apply to any and all disputes or controversies about the interpretation of this Agreement and any rule, regulation, policy or practice of the Medical Center affecting the House Officer, including those dealing with the termination of this Agreement and the decision to recommend the House Officer for certification.
- (b) A grievance is initiated by the filing of a written and signed request with the appropriate Chairperson, a copy is to be filed with the Dean within thirty (30) days after the event or events upon which the grievance is based.
- (c) Refer to Rush GMEC Grievance Procedure.

#### **ARTICLE VIII - CONTINUITY OF MEDICAL CARE**

Section 1. **CONTINUITY OF SERVICES.** The parties to this agreement shall be under an obligation to maintain patient care services and the payment of compensation throughout the duration of this agreement without interruption in operations of the education and clinical programs except in cases of contract termination in accordance with the provisions of this agreement.

#### **ARTICLE IX - CONTRACTUAL RENEGOTIATIONS AND RENEWAL**

Section 1. **IMPASSE PROCEDURE.** In the event that the Medical Center and the House Officer are unable to conclude a final agreement with respect to the negotiation of the successor contract to this contract, the Medical Center and the House Officer thereby agree to submit all issues not agreed to and resolved by the parties to a panel of five persons who shall be empowered to review all the facts relevant to the issues unresolved and who shall have the power to determine those issues. The decision of this panel shall be final

and binding on all parties hereto. The members of this panel shall consist of two members of the Housestaff Association designated by the House Officer and two members of Management designated by the Dean. The fifth member of the panel shall be either a member of the administration, faculty, or staff and shall be determined by a majority vote of the four designees to the panel herein before provided. If the panel fails to reach a majority vote on the fifth member within ten (10) working days, then the panel shall immediately request a list of arbitrators from the American Arbitration Association and shall select the fifth member from that list within five (5) working days after receipt thereof. Selections shall be made by alternately crossing a name from the list until one name remains. The Medical Center and the House Officer agree that the provision of Article IX, Section 1, shall remain in full force and effect during the pendency of renegotiation of contracts and the pendency of panel proceedings.

3/7/05