

**2006 - 07**  
**RUSH HOUSESTAFF AGREEMENT**

**PREAMBLE**

This Agreement, effective from July 1, 2006 to June 30, 2007, is entered into for the purpose of defining the formal and continuing relationship between the Rush University Medical Center ("RUSH") and the House Officer, during the House Officer's participation in the Medical Center's Graduate Medical Education ("GME") 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 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 supervised graduate medical education.

There is a need for flexibility within the working relationship of the parties, and an 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, GME, graduate clinical training programs and the negotiation and administration of Housestaff Agreements.

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

The Rush House Officer meets the applicable qualifications for eligibility outlined in the Accreditation Council for Graduate Medical Education ("ACGME") Essentials of Accredited Residencies in Graduate Medical Education in the American Medical Association ("AMA") GME Directory; the Standards, Requirements and Guidelines for Approval of Residencies in Podiatric Medicine of the Council of Podiatric Medical Education; 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".

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 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, in accordance with RUSH's Mission, Vision and Values;
2. Developing an understanding of:
  - (a) ethical, socioeconomic and medical/legal issues that affect GME and patient care and
  - (b) how to apply appropriate utilization management and cost containment measures in the provision of quality patient care;
3. Participation in the educational activities of the training program and, as appropriate, assumption of responsibility for teaching, supervising and evaluating 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, policies and procedures of this institution and its governing bodies where they exist including RUSH's program specific Procedural Skills and Supervision Guidelines, 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 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. RUSH will ensure that the house officers receive appropriate education to prepare them for their roles in teaching and evaluation of medical students and other health care professionals.

Section 2. **ACCESS TO MEDICAL CENTER POLICIES.** The policies by which the House Officer is bound including GMEC policies and those of RUSH, are fully accessible via the RUSH intranet.

Section 3. **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. Call room facilities will be same-sex when available.

Section 4. **LIAISON WITH ADMINISTRATION.** The Medical Center Administration will 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 5. **FULL STAFFING.** 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 6. **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.

Section 7. **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, 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 8. **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. The Medical Center will provide the House Officer with an RUSH email account, and access to the RUSH Intranet and to the Internet.

Section 9. **MEDICAL RECORD DICTATIONS AND HEALTH INFORMATION MANAGEMENT.** 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, Chief Residents, the Housestaff Association President and Compliance Chairperson, Chief Medical Officer, the Associate Dean and Director for Graduate Medical Education.

Section 10. **PERFORMANCE FEEDBACK AND FORMAL EVALUATION.** It is the responsibility of the Program Director to provide a semi-annual formal meeting with written evaluation to discuss the House Officer's competence and work. In addition, the Program Director or designee will provide ongoing and regular communication and discussion with the House Officer regarding his/her performance. 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 11. **CONFIDENTIALITY OF RECORDS.** The Medical Center explicitly acknowledges its obligations

as an educational institution and as an employer to maintain as confidential the academic and personnel records, including the formal written evaluations 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 specifies additional guidelines.

Section 12. **CERTIFICATE OF COMPLETION.** Upon successful completion of the training period as determined by the program and upon receipt and approval of the completed GME clearance form, a certificate of satisfactory completion will be issued to the House Officer by GME.

Section 13. **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 14. **RESTRICTIVE COVENANT.** RUSH will not allow any program to request a house officer to sign a restrictive covenant (non-competition guarantee).

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

Section 1. **PATIENT CARE.** The House Officer agrees to use his/her best efforts to provide safe, effective, ethical, compassionate, and quality patient care wherever assigned or assumed.

Section 2. **EDUCATIONAL AND CLINICAL REQUIREMENTS.** The House Officer agrees to fulfill the educational and clinical requirements specified by his/her training program (and/or appropriate governing bodies) and to complete all assigned training related to teaching and evaluation skills.

Section 3. **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 GME and the program director in writing immediately if any such licensure is revoked or otherwise restricted. All Housestaff with permanent licenses must provide GME and their program with a copy, and notify the Illinois Department of Financial and Professional Regulations ("IDFPR") of any/all address changes.

GME will notify prospective and current Housestaff of the requirements for submission of applications for licensure and licensure examinations. GME will also 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 GME on or before the specified time so that the material can be submitted to the IDFPR. If the issuance of the license is delayed, resulting in a period of time during which the House Officer is not covered by a valid license, GME will then suspend the House Officer without pay or benefits on the day that the lapse in licensure begins, and his/her training and pay will not be reinstated until the 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 4. **COMPLIANCE WITH MEDICAL CENTER POLICIES.** The House Officer is bound by this Agreement and will comply with all applicable RUSH policies, Graduation Medical Education Committee ("GMEC") policies as well as individual departmental and programmatic policies. This includes, but is not limited to, the Medical Staff Bylaws, the Rules for Governance of Rush University and Rush Medical College, the Rules and Regulations promulgated thereunder, and 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 policies 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 5. **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.

Section 6. **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 meet the above requirements may result in disciplinary action up to and including termination of this agreement.

Section 7. **DRUG SCREENING.** All new House Officers are required to submit to a Rush University Medical Center drug screening according to the Medical Center's Drug/Alcohol policy.

Section 8. **HEALTH SCREENING.** The House Officer is required to provide documentation to Rush

Employee and Corporate Health Services (ECHS) of immunity to measles, rubella, varicella, and 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 Associate Dean of GME.

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 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 RUSH email 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 checked weekly (excluding vacation and holidays) and kept clean for incoming mail. The House Officer must maintain his/her pager in working order during the times outlined by his/her program. Each House Officer will be responsible for replacing a lost or stolen pager only with a RUSH pager within one business day. House Officers must immediately obtain a loaner pager from Telecommunications or forward coverage of their pager to an appropriate pager if pager is lost or broken during working hours. A replacement pager will be issued at a cost to the House Officer of \$50.

Section 10. **NOTIFICATION OF ADDRESS AND STATUS CHANGES.** The House Officer must notify both the program and GME of any/all address, phone number, other personal contact information changes and/or dates of parental leave, medical leave (including short and long-term disability), and any other leave of absence.

Section 11. **MEDICAL RECORDS.** House Officers are responsible for the timely completion of dictations in accordance with JCAHO mandates, Federal Agencies' requirements, Rush Medical Staff Bylaws, Policies and Procedures, and Rules and Regulations.

- All operative reports will be dictated the day of the procedure.
- All available discharge summaries will be dictated immediately after discharge when possible.
- All available dictations will be completed prior to leaving for vacation or away rotations. It is the responsibility of the House Officer to inform the medical records satellite office of the dates of vacation or away rotations.
- Completion of all available dictations is required at academic year-end in order to advance or graduate.

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 also 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
- Impose other sanctions in accordance with GMEC or Housestaff Association ("HSA") adopted policies

Section 12. **OFF-DUTY ACTIVITIES/MOONLIGHTING.** The House Officer is not required to engage in moonlighting. Because GME is a full-time endeavor, the Program Director must ensure that moonlighting will 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 their Program Director. Moonlighting must comply with the Institutional GMEC Policy for Housestaff Moonlighting and any additional programmatic policies.

Section 13. **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 follow-up, 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 (l) of the House Officer's Agreement and the Employee Assistance Program provided for all Rush employees.

## ARTICLE IV - HOUSE OFFICER BENEFITS

Section 1. **LEVEL.** For the purpose of this Agreement, 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 2. **SCHEDULE OF HOUSE OFFICER'S STIPENDS**

PGY - 1	\$ 43,150	PGY - 6	\$ 54,057	Dentistry R - 1	\$ 43,194
PGY - 2	\$ 45,160	PGY - 7	\$ 56,220	Podiatry R - 1	\$ 32,885
PGY - 3	\$ 47,282	PGY - 8	\$ 58,470	Podiatry R - 2	\$ 41,874
PGY - 4	\$ 49,647			Podiatry R - 3	\$ 44,632
PGY - 5	\$ 51,980			Psychology Res	\$ 24,370

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 monthly premium of:
- |      |  |
|------|--|
| FREE | Individual House Officer (with no dependents)      |
| \$40 | with children *                                    |
| \$50 | with spouse/same sex domestic partner *            |
| \$60 | with spouse/same sex domestic partner & children * |

\* The House Officer must notify GME within 30 days of event (marriage, birth/adoption, and formal registration of same sex domestic partner with RUSH Human Resources,) to add beneficiaries outside of open enrollment.

- (b) A **dental insurance** program is provided by the Medical Center for House Officer, spouse/same sex domestic partner and dependents with a monthly premium of:
- |      |                                  |
|------|----------------------------------|
| FREE | Individual House Officer         |
| \$10 | Spouse/same sex domestic partner |
| \$22 | 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 Rush Housestaff Counseling Program.
- (e) A House Officer is a "covered person" under the terms of RUSH's insurance program which provides **Malpractice Professional Liability** insurance coverage for services performed within the scope of training.
- (f) **Worker's Compensation coverage** under Illinois law for employment-related accidents or illnesses.
- (g) Professional **discount on prescription medication** from the Medical Center pharmacies for House Officers and beneficiaries who are enrolled in the Rush sponsored health insurance program as described herein. Beneficiaries are defined as those covered under the House Officer's health insurance policy as in 3 (a) above.

All House Officers may utilize the pharmacies in the Rush Professional Building, Triangle Office Building and Rush Oak Park Hospital to receive a discount for medications needed for **Acute Needs** and for contraception.

i: **Acute Needs** are defined as medical conditions requiring the urgent use of a prescription

medication by the House Officer. Prescription medications for such **Acute Needs** may be obtained at a RUSH pharmacy. No greater than a 14-day supply may be obtained at the acute needs rate and no refills will be honored at this rate. Generic prescriptions will be at no cost to the House Officer as the Medical Center will cover the insurance co-pay. The House Officer will have the option to purchase non-generic formulary and non-formulary prescriptions by paying the appropriate co-pay.

- 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 non-generic formulary and non-formulary prescriptions by paying the appropriate co-pay.
  - iii: The House Officer and beneficiaries are entitled to the RUSH **employee discount** of \$3 for prescriptions filled at the Rush pharmacies, with the exception of fertility medications and medications used solely for cosmetic purposes.
- (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) **Parental Leave (Maternity/Paternity/Adoptive) Leave** – The House Officer must provide the GME Housestaff Leave Form to the program director with 30 days notice (or as much notice as possible). The completed form must then be received by GME, and the House Officer must assume responsibility for notifying both the program director and GME of the exact date of birth/adoption when known, so the leave can be accurately calculated and recorded.
- Upon birth/adoption of a child, **two weeks paid salary with benefits** are provided. After the two weeks, house officers may elect to use their available vacation time for up to an additional four calendar weeks with salary and benefits.
  - If no vacation time is available, the House Officer must apply for Family Medical Leave (“FMLA”, see Section 3 m), and then any subsequent leave is unpaid with the house officer paying health/dental premiums to maintain benefits for a maximum of twelve weeks.
  - Any leave required due to medical complications ante or post partum would fall under medical leave/short term disability benefits. The FMLA can provide further leave options (see below).  
*As an example, Parental Leave may be structured as follows:*  
**2 weeks paid Parental Leave and**  
**4 weeks paid vacation**  
For a total of 6 weeks paid leave with benefits
- (j) **Medical Leave/Short Term Disability** – The House Officer may qualify for up to three months of leave with benefits because of health condition, extended illness or disability, where appropriate. The House Officer must provide 30 days notice (or as much notice as possible) to GME and the program director of the request for leave, complete the GME Housestaff Leave form and submit certification from the treating physician. Additional certification from the treating physician may be requested at intervals and certification for a clearance must be received by GME prior to the House Officer’s return to work.
- (k) **Long term disability benefits** – The House Officer may qualify for long term disability 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. The GME Housestaff Leave form must be completed by the 60<sup>th</sup> day of short term disability.
- (l) **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 either paid vacation (if available) or unsalaried. If unpaid leave is elected, 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 possible) to his/her Program Director and GME and of the request for leave and complete the GME Housestaff Leave Form.
- (m) **Unpaid Leave 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 this Agreement. House Officers may elect to maintain benefits during this leave by making arrangements with GME and paying COBRA rates for health insurance coverage.

- (n) **Vacation and Special Education leave** – The equivalent of four calendar 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.
- (o) **Armed Services Reserve Duty Leave** - two calendar weeks with pay in addition to other approved leave as specified in Medical Center Policy.
- (p) **Bereavement Pay** - Time off with pay upon the death of a relative as specified in Medical Center Policy.
- (q) Right of voluntary participation in Medical Center approved **tax sheltered annuity programs**.
- (r) Right of voluntary participation in the **“Flexible Spending Account”** for medical, dependent care and transportation charges.
- (s) Right of voluntary participation in RUSH’s **Educational and Tuition Assistance Program (L.E.A.P)**.
- (t) Laundry and Maintenance of white **lab coats and scrubs** customarily issued to the House Officer at no cost.
- (u) **Free garage parking** at the Medical Center, provided the majority of the House Officer’s duty hours are at RUSH.
- (v) Customary Medical Center **lodging while on in-house call at night** at no cost to the House Officer.
- (w) **Meal Reimbursement**– House Officers who are ON CALL will be provided **meal reimbursement** through a meal ticket disbursement system. The scheduled hours of CALLS or SHIFTS must be in compliance with the duty hour requirements. This benefit must be used within the fiscal year disbursed.
  - i. **\$18 per IN-HOUSE CALL** of 20+ hours on site in the Medical Center
  - ii. **\$9 per 12 HOUR scheduled SHIFT** (e.g. rotation of night float or Emergency Department shifts) if working 70 or more hours/week during the assigned rotation
  - iii. **\$9 per HOME CALL under certain circumstances** such as: being called into the Medical Center two or more times during that call, or if working 70 or more hours/week during the assigned HOME CALL rotation
- (x) 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 3.
- (y) 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.
- (aa) **Educational materials allowance** (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. Housestaff who are at Rush for less than a year will have prorated accounts.
- (bb) All Rush House Officers will be issued **confidential pass codes** for the RUSH 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, Meeting Coordinator and Information Technology Liaison. Election of the Housestaff Association Executive Board will be held in accordance with the Housestaff Association Bylaws.

The Executive Council should consist of at least one House Officer delegate or representative 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(s) 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 administration of the Housestaff Agreement and other matters affecting patient care and GME 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 GME 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**

**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 Housestaff Agreement shall supersede any grievance and hearing procedures provided for in the Rules for Governance of Rush University, the Bylaws 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 GMCC Grievance Procedures and policies.

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

**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.

4/17/06