

**2021 - 2022**  
**RUSH HOUSE STAFF AGREEMENT**

**PREAMBLE**

This Agreement, effective from July 1, 2021 to June 30, 2022, 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 House staff 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 House staff Agreements.

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

The Rush House Officer meets the applicable qualifications for eligibility outlined in Section III.A. of the Accreditation Council for Graduate Medical Education ("ACGME") Common and Specialty-Specific Program Requirements effective 7/1/2020; the Standards and Requirements for Approval of Podiatric Medicine and Surgery Residencies of the Council on Podiatric Medical Education; the American Psychological Association's Standards of Accreditation for Health Service Psychology and Accreditation Operating Procedures, 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 and/or graduate clinical training which meets the contemporaneous standards and requirements in effect from the appropriate governing bodies. In addition, 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 and MedHub

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 House staff affairs. Call room facilities will be same-sex when available.

Section 4. **LIAISON WITH ADMINISTRATION.** The Medical Center Administration will inform the House staff (by email) 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 House staff Association or through their Executive Council described below (Article V), shall have at all reasonable times during the term of this Agreement, direct access to the Associate Dean for GME, the Director of 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. **WORK 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 Work Hours and the work environment as well as with the policies of the ACGME and appropriate governing bodies where they exist.

Section 7. **ANCILLARY SUPPORT STAFF.** It is in the best interest of the Medical Center and the House Officer to maintain appropriate ancillary support services. To that end, the Medical Center will provide patient support services, such as intravenous, phlebotomy, laboratory, pathology, radiology, and transport services, in a manner appropriate to and consistent with educational objectives and appropriate patient care consistent with ACGME Institutional requirements.

Section 8. **APPOINTMENT TO FACULTY AND MEDICAL STAFF.** Fellows and House staff 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, where applicable, shall have all the privileges relating to faculty and Medical Staff members, unless expressly limited by this Agreement.

Section 9. **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 replacement value of either will be the House Officer's responsibility. The Medical Center will provide the House Officer with an RUSH email account, ability to text page from on and off campus, and access to the RUSH Intranet and to the Internet.

Section 10. **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 House staff Association President and Compliance Chairperson, Chief Medical Officer, the Associate Dean and Director for Graduate Medical Education.

Section 11. **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 12. **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 GMEC Review of Employment and Academic Files Policy specifies additional guidelines.

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(s) 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, clinical care and documentation 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 and to notify GME and the program director in writing immediately if any such licensure is revoked or otherwise restricted. All House staff 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.

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 there under, 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 Human Resources, Employee and Corporate Health, Infection Control, 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. **WORK 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 Work Hours and the Work Environment as well as with the policies of the ACGME and appropriate governing bodies where they exist. The House Officer agrees to submit personal work hour reporting on MedHub at least every two weeks; program policy may supersede by requiring more frequent submission.

Section 6. **MANDATORY TRAINING COMPLIANCE.** The House Officer agrees to complete all necessary current Learning Hub System requirements as mandated by the Medical Center Policy OP & P #188. Failure to meet the above requirements may result in disciplinary action up to and including termination of this agreement.

Section 7. **DRUG SCREENING AND CRIMINAL BACKGROUND CHECK.** 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 and to a criminal background check as are all new hires in accordance with Rush's Policy on Reference and Background Investigations section of Criminal Background Checks.

Section 8. **HEALTH SCREENING.** The House Officer is required to meet all medical requirements listed in the **Onboarding Health Screening Requirements** section of Employee and Corporate Health Services' (ECHS) New House Staff Onboarding Packet. This includes providing evidence of immunity to the communicable diseases listed in the packet, along with TB testing documentation as outlined in detail in the packet. Mask fit testing must be completed by ECHS on the day of health screening, and a urine drug screen will be collected if not previously completed prior to screening. The House Officer must bring a valid driver's license, state ID or valid Passport at time of visit or the House Officer will not be seen and visit will be rescheduled. 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. All Rush personnel are to be immunized against influenza annually or as may be recommended by the Centers for Disease Control and Prevention/Advisory Committee on Immunization Practices (CDC/ACIP) and approved by Rush IPC unless an exemption has been granted.

Section 9. **COMMUNICATION.** All House Officers are required to keep informed of all messages from GME, Rush House staff Association and their programs via their RUSH email account. **It is the House Officer's responsibility to review email at least twice a week (excluding vacation and holidays).** House staff may access their RUSH email at work or from home or any other computer with Internet capability. Auto forwarding and forwarding of patient information to a personal email address is prohibited.

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 no cost.

Section 10 **CONFIDENTIAL PASS CODES.** All Rush House Officers will be issued **confidential pass codes** for the RUSH email and the multitude of computer systems accounts. House Officers must use EPIC and/or Rush email **ONLY** when electronically transmitting patient information. Auto forwarding and forwarding of patient information to a personal email address is prohibited.

Section 11. **NOTIFICATION OF ADDRESS AND STATUS CHANGES.** The House Officer must notify both the program and GME of any/all address, phone number, and other personal contact information changes by making these corrections in Link. The Link system will notify GME of any changes and we will update Med Hub accordingly. The House Officer must notify both the program and GME of any/all dates of parental leave, medical leave (including Salary Continuation Period and long-term disability), and any other leave of absence. Refer to Article III, Section 14 below.

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 pre-approve and ensure that any 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 Clinical and Educational Work Hours, the Institutional GMEC Policy on House Staff Moonlighting and any additional programmatic policies. PGY-1 residents and residents/fellows employed under a J-1 visa are strictly prohibited from participating in moonlighting activities. Residents/fellows employed under an H1-B visa are only permitted to participate in internal moonlighting with prior approval from the Rush Legal Department.

Section 13. **IMPAIRED HOUSE OFFICER.** The House Officer agrees to follow all applicable Rush employee policies, including but not limited to, Rush's Drug and Alcohol Free Workplace policy.

Section 14. **LEAVE OF ABSENCE REQUEST PROCEDURE.** The House Officer must provide the GME House staff Leave Form to the Program Director for approval with 90 days' notice (or as much notice as possible). The completed form must then be received by GME. Along with this documentation, all leaves must be entered into MedHub by the House Officer with specific dates, so they can be approved electronically. Any variation of the initial dates must be reported to Program Director and GME, and changed on MedHub. 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.

Section 15. **HOUSE OFFICER BENEFITS.** The House Officer stipend and benefits are set forth in Exhibit A, which is incorporated herein by reference. Rush may, at its sole discretion, change or amend, in whole or in part, or revoke any one or more of such benefit programs or adopt new benefit programs.

## **ARTICLE V - HOUSE STAFF ASSOCIATION**

Section 1. **ROLE OF THE HOUSE STAFF ASSOCIATION (HSA) & COUNCIL.** 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 regarding administration of the House staff 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.

Section 2. **MEMBERSHIP AND ROLE OF THE EXECUTIVE COUNCIL.** The House staff Association consists of an Executive Board and an Executive Council. The Executive Board is minimally comprised of a President, Vice-President, Treasurer, Secretary, Compliance Chairperson, Social Chairperson, Meeting Coordinator and Information Technology Liaison. Election of the House staff Association Executive Board will be held in accordance with the House staff Association Bylaws. The Executive Council shall make recommendations for appointment of House Officer membership to the committees of the Faculty of Rush University and to the House staff Grievance Committee and Hearing and Appeals Body described below. Committees that are to have an appointed house staff representative include but are not limited to: GMEC, Medical Records, Infection Control, Medical Staff Quality, Cancer, Pharmacy and Therapeutics, Patient Safety, Utilization Management, IT Quarterly, and Transformation Committees as well as GMEC Special Review Subcommittees. The House Officer shall be eligible to volunteer for all such appointments.

Section 3. **MEMBERSHIP OF EXECUTIVE COUNCIL.** The Executive Council should consist of at least one representative from each residency program as well as 4 representatives representing all the fellowship programs. The number of representatives for each program as well as their selection is specified in the House staff Association Bylaws. All House Officers are eligible to be ad hoc members of the Association.

Section 4. **FUNDING.** The GME Department will provide adequate funding for House staff Association functions.

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

Section 1. **TERMS OF AGREEMENT.** The House Officer stipend, level of appointment and duration of appointment shall 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/NON-COMPLETION.** The Medical Center will endeavor to provide written notice of intent not to renew this Agreement or not to allow resident to complete the program **no later than four months before the expiration of this Agreement.** Moreover, 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 primary reason(s) for the non-renewal or non-completion occur(s) within four months prior to the end of the Agreement, the Medical Center will provide the House Officer with as much written notice of the intent not to renew or complete as circumstances will reasonably allow, prior to the end of the Agreement. All notice requirements contained in this section shall be governed by the current ACGME regulations and by the regulations of the individual specialty Boards and Departments and supersede any inconsistent notice provisions in this Agreement or the Rush Medical College Policies and Procedures.

Section 5. **CONDITIONS FOR REAPPOINTMENT AND PROMOTION.** Reappointment and promotion to the next level of training must be recommended and supported by the Program Director. Renewal is contingent upon the satisfactory completion of all prior requirements.

## **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 House staff 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.

Please refer to Rush GMCE Grievance Procedures and Policies for details of the complete procedure. A brief outline of the process is provided below:

1. Filing of the Grievance  
Written and signed request filed with the appropriate chairperson and copied to the Dean within thirty (30) business days after the event(s) upon which the grievance is based.
2. Mediation
  - a. Within ten (10) business days the two parties should try to informally resolve the dispute through mediation. If resolution is not reached, then, refer to part 2b.
  - b. 5 peer-selected House staff Council representatives and Associate Dean will attempt to mediate the grievance. If no resolution is reached, then the grievant must request a Grievance hearing in writing within ten (10) business days.
3. Grievance Hearing  
Decision is binding unless Grievance Appeal is filed.
4. Grievance Appeal  
Must be filed in writing to the Dean of Rush Medical College within fifteen (15) business days of the Grievance Hearing decision.

## **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.

House Staff 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	\$59,000	PGY 6	\$75,300
PGY 2	\$64,270	PGY 7	\$78,000
PGY 3	\$66,276	PGY 8	\$81,400
PGY 4	\$69,563		
PGY 5	\$72,811	Psychology Res:	\$34,715
		Medical Physics:	
		PGY1	\$50,960
		PGY2	\$52,499
		PGY3	\$53,925

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)
  - \$ 50 Individual + Child(ren) \*
  - \$ 60 Individual + Spouse/Civil Union Partner \*
  - \$ 70 Individual + Family \*

**\* The House Officer must notify Human Resources within 30 days after the event (marriage, civil union, and birth/adoption) in order to add beneficiaries outside of open enrollment.**

- (b) A **dental insurance** program is provided by the Medical Center for the House Officer, spouse/civil union and dependents with a **monthly premium** of:
  - Dental PPO**
  - FREE** Individual House Officer
  - \$ 32.90 Individual + Spouse/Civil Union Partner
  - \$ 39.94 Individual + Chil(ren)
  - \$ 57.50 Individual + Family
  - Dental HMO**
  - FREE** Individual House Officer
  - \$16.28 Individual + Spouse/Civil Union Partner
  - \$18.38 Individual + Child(ren)
  - \$25.86 Individual + Family

- (c) Right of voluntary participation in the Medical Center's **Vision Plan**. House staff may elect to participate in the Vision Service Plan to cover the costs connected to eye exams, contact lenses or eyeglasses. Enrollment must be done during open enrollment period. Spouse , civil union couples are eligible under this plan. Monthly costs:

\$10.32	Individual House Officer
\$14.54	Individual + Spouse/Civil Union Partner
\$15.04	Individual + Child(ren)
\$24.22	Individual + Family

Vision Service Plan: 1 (800) 877-7195. For a listing of VSP participating doctors, go to vsp.com.

- (d) Confidential **psychological and psychiatric support services** are available at no charge through the Rush Center for Clinical Wellness All House Officers also have access to the Employee Assistance Program provided for all Rush employees
- (e) A House Officer is a "covered person" under the terms of RUSH's insurance program which provides **Malpractice Professional Liability** insurance coverage and legal defense 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, and Rush Oak Park Hospital to receive a discount for medications needed for **Acute Needs** and for contraception.

- **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 difference between the generic and non-generic or non-formulary co-pay.
  - 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 difference between the generic and non-generic or non-formulary co-pay.
  - The House Officer and beneficiaries are entitled to the RUSH **employee discount** of \$3 for prescriptions (non Acute Needs/contraceptives) filled at the Rush pharmacies, with the exception of fertility medications and medications used solely for cosmetic purposes.
  - **Controlled Class II-IV drugs** for all House Officers and beneficiaries as described under (l)(1) are available at the Professional Building Pharmacy when prescribed by a treating physician other than the House Officer for whom the prescription is written. Generic Prescriptions will be at no cost to the House Officer as the Medical Center will cover the insurance co-pay. House Officer will have the option to purchase formulary and non-formulary prescriptions by paying the incremental cost.
- (h) **Life insurance** is provided by the Medical Center in the form of \$50,000 group term insurance. Additional amounts are available at a group discount rate at the House Officer's option and expense.
- (i) **Parental Leave (Maternity/Paternity/Adoptive) Leave** – The House Officer must follow Leave of Absence procedures detailed in Article III, Section 14. 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. It will be the responsibility of the Program Director to notify GME of the House Officer's return to work, and 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.
- Upon birth/adoption of a child, up to **four consecutive weeks paid salary with benefits** are provided. After the four 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 may apply for a Medical Leave of Absence or Family Medical Leave ("FMLA", see Section 3 (l) and (n)), 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/Salary Continuation benefits.
- (j) **Medical Leave/Salary Continuation Period** – The House Officer may qualify for up to three months of paid leave with benefits due to a personal health condition, extended illness or disability, where appropriate under the Salary Continuation Period. The length of time that the House Officer will be paid will be determined by the treating Physician and how long the House Officer remains disabled. The House Officer must follow Leave of Absence procedures detailed in Article III, Section 14 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 the Program Director prior to the House Officer's return to work. It will be the responsibility of the Program Director to notify GME of the House Officer's return to work, and 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.
- (k) **Long Term Disability** – The House Officer may qualify for Long Term Disability after 90 days of continuous disability in accordance with the eligibility requirements. 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 House staff Leave form and a long term disability application must be completed by the 45<sup>th</sup> day of Salary Continuation Period.

The House Officer may qualify for a Guaranteed Issue Individual LongTerm Disability Policy exclusively offered through Rush's GME Program. This policy, approved without medical or financial underwriting requirements,

provides significant gender-neutral discounting, individually owned portable coverage, true own occupation medical specialty definition of disability, benefit increase options beyond graduation and many other competitive provisions. Enrollment and policy approval are required prior to coverage becoming effective.”

The House Officer must contact Jennifer\_L\_Hayes@rush.edu in the GME Office to obtain the application for Long Term Disability (LTD). The LTD application must be submitted no later than 6 weeks into the Medical Leave/Salary Continuation Period. The application is processed and approved by The Standard. Approval of this leave is not guaranteed.

- (l) **Medical Leave of Absence** - Up to twelve weeks total leave to care for a spouse, parent, or child with a serious health condition, where appropriate and with a note from the individual's or the individual's spouse's, parent's, or child's treating physician. 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 Appendix A, Section 3 (a) and (b). The House Officer must follow Leave of Absence procedures detailed in Article III, Section 14. 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 House Officer must contact [Jennifer\\_L\\_Hayes@rush.edu](mailto:Jennifer_L_Hayes@rush.edu) if they are considering taking an Medical Leave of Absence.
- (m) **Unpaid Leave of Absence** - May be extended at the request of the House Officer and the discretionary approval of the 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 wishes to return 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. The House Officer must follow Leave of Absence procedures detailed in Article III, Section 14. 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. Refer also to GMEC policy on House Staff Returning from Medical Leave.
- (n) **Family Medical Leave** - Up to 12 weeks of unpaid job protected leave may be available for eligible House Staff under the Family Medical Leave Act.
- (o) **Vacation Leave** – The equivalent of four calendar weeks with pay. This shall not surpass 20 weekdays. Vacation leave must be scheduled by mutual agreement with the Program Director or his/her designee and entered into MedHub. For part-time or less than one year appointments, vacation will be prorated.
- (p) **Armed Services Reserve Duty Leave** - two calendar 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) Right of voluntary participation in Medical Center approved **403(b) Retirement Savings Plan with institutional matching.**
- (s) Right of voluntary participation in the **“Flexible Spending Account”** for medical, dependent care and transportation charges.
- (t) Right of voluntary participation in RUSH's **Employee Enhancement program** for reimbursement for qualifying conferences and classes.
- (u) White **lab coats and scrubs** are issued to the incoming House Officer at no cost. Laundry and Maintenance of lab coats are the responsibility of the House Officer. The cost to have a coat laundered on Rush campus is \$3.00-\$3.50 depending on the retrieval (pickup or delivery) of the cleaned coat. House Officers also have the option to purchase more lab coats from the approved vendor- Matthew Rush Bookstore, 2<sup>nd</sup> floor of Armour Academic Center. Lost or stolen coats will not be replaced by GME. The House Officer is responsible for purchasing their own replacement coats.
- (v) **Free garage parking at the Medical Center**, provided the majority of the House Officer's work hours are at RUSH. Reasonable parking accommodations should be available to House Officers at Rush operated hospital/office locations away from the Medical Center.
- (w) Customary Medical Center **lodging while on in-house call at night** at no cost to the House Officer.
- (x) 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 2 weeks of the rotation end date.** Funds can be withheld from the House Officer by their program if the House Officer's Duty Hours, Procedure Logs and Evaluations are not up to date.

(y) **Meal allowance** which will provide a \$700 stipend to be deposited on their meal freedom pay card.

Revised & Approved 6/2/2021