

2007 - 08
RUSH HOUSESTAFF AGREEMENT

PREAMBLE

This Agreement, effective from July 1, 2007 to June 30, 2008, 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 Commission on Dental Accreditation, 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. 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.

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 inform the Housestaff (by email or GME mailbox) 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, 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. **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. **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, as well as 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.** 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 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 Medical Center will provide the House Officer with an RUSH email account, ability to textpage 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 Housestaff 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. **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 14. **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 15. **RESTRICTIVE COVENANT.** RUSH will not allow any program to request a house officer to sign a restrictive covenant (non-competition guarantee).

Section 16. **USMLE STEP 3 (or COMLEX).** The Medical Center will assure program directors are responsible for assisting housestaff in scheduling the exam at an appropriate time and arranging coverage for clinical duties in accordance with USMLE* Step 3 Performance Policy (* or COMLEX).

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 information. 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 materials 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 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 LEAP Online 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 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 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 4th 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, and other personal contact information changes in writing or using the system. The House Officer must notify both the program and GME of any/all 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, State and 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 for promotion, contract renewal, or program completion.

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
- Suspension from clinical duties until records are completed
- Impose other sanctions in accordance with GMCC 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 GMCC Policy for Housestaff Moonlighting and any additional programmatic policies.

Section 13. **IMPAIRED HOUSE OFFICER.** For purposes of this section, "impairment" shall mean mental illness, disability, or physical illness, including deterioration through the aging process or loss of motor skills, abuse of drugs or alcohol, or disruptive or inappropriate behavior that result in an individual's inability to practice his or her profession with reasonable judgment, skill, or safety.

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 or self identified by the house officer themselves, 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.

The function of a treatment plan is rehabilitative and not punitive. The House Officer should not be subject to programmatic disciplinary action related to their impairment as long as they are fully participating in the treatment program. In addition, the Program Director shall maintain confidentiality of the House officer's impairments in a manner consistent with patient confidentiality guidelines.

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. All House officers have access to the Employee Assistance Program provided for all Rush employees as well as confidential psychological and psychiatric support services through the Rush Housestaff Counseling Program.

Section 14. **USMLE STEP 3 (or COMLEX).** All Housestaff must take the USMLE* Step 3 examination by the end of the PGY-2 year based on the GMEC USMLE* Step 3 Performance policy. Housestaff PGY-3 and above are expected to take USMLE* Step 3 within 12 months of the start of this contract if they have not yet taken the exam. (* or COMLEX)

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	\$ 44,315	PGY 6	\$ 55,517
PGY 2	\$ 47,079	PGY 7	\$ 57,738
PGY 3	\$ 48,559	PGY 8	\$ 60,049
PGY 4	\$ 50,987		
PGY 5	\$ 53,383	Psychology Res	\$ 25, 028

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 with children *
 - \$ 60 with spouse/same sex domestic partner *
 - \$ 70 with spouse/same sex domestic partner & children *

* **The House Officer must notify GME within 30 days after the event (marriage, birth/adoption, and formal registration of same sex domestic partner with RUSH Human Resources) 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/same sex domestic partner and dependents with a **monthly premium** of:
- FREE** Individual House Officer
 - \$ 20 Spouse/same sex domestic partner
 - \$ 30 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. 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 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.

- **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 their 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 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 l), 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).

Maternity Leave(ML)/Paternity Leave(PL)/Adoption Leave(AL) possibilities include (but are not limited to) the following:

Maternity, Paternity, Or Adoption Leave (ML/PL/AL)	Maternity, Paternity, Or Adoption Leave (ML/PL/AL) PLUS FMLA leave (to care for ill infant or wife/partner)	Pre or Post delivery complications PLUS Maternity Leave(ML)	
		Disability Short Term Disability up to 90 days then Long Term Disability (if applicable)	Disability (Short and Long Term) are paid with benefits based on section j and k.
Maternity, Paternity, Or Adoption Leave 2 weeks	Maternity, Paternity, Or Adoption Leave 2 weeks	Maternity, Paternity, Or Adoption Leave 2 weeks	ML/PL/AL begins on the date of birth or adoption and is paid with benefits based on section i.
Vacation may take up to 4 weeks if available	Vacation may take up to 4 weeks if available	Vacation may take up to 4 weeks if available	Vacation is paid with benefits. House officer may use any available vacation time up to 4 weeks.
		Disability*** Short Term Disability up to 90 days then Long Term Disability (if applicable)	Disability (Short and Long Term) are paid with benefits based on section j and k. *** Disability with benefits post delivery would begins after 2 weeks ML and any available vacation have been used and MD note is required.
	FMLA 6-10 weeks (depending on amount of vacation time available)		FMLA is UNPAID and House Officer MUST PAY Health and Dental insurance premiums in order to continue with benefits (see Article IV, section 3 a and b) ML/PL/AL and Vacation paid time off with benefits is counted toward the total of 12 weeks of FMLA leave.

- (j) **Medical Leave/Short Term Disability** – The House Officer may qualify for up to three months of leave with benefits due to a health condition, extended illness or disability, where appropriate. The House Officer must provide 30 days notice (or as much notice as possible) of the request for leave to GME and the program director, 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. 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.
- (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 and a long term disability application must be completed by the 60th 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) of the request for leave to his/her Program Director and GME of the request for leave and complete the GME Housestaff Leave Form. 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) **Unpaid Leave of Absence(Non FMLA)** - 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. 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.
- (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. For part-time or less than one year appointments, vacation will be prorated.
- (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. Reasonable parking accommodations should be available to House Officers at Rush operated hospital/office locations away from the Medical Center.
- (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 or comparable 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. The monetary amount of this benefit will be reviewed within 60 business days by the Housestaff Association and GMEC upon an increase in prices by either the Rush Cafeteria or Au Bon Pain.
 - 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, and 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 Bookstore 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 passcodes** for the RUSH email and the multitude of computer systems accounts. A CD is available to provide access to non-clinical systems from home.
- (cc) **Offsite Secure Access** ("Fobs") to clinical systems may be provided to House Officers whose training

programs require this access.

ARTICLE V - HOUSESTAFF ASSOCIATION

Section 1. **ROLE OF THE HOUSESTAFF 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 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.

Section 2. **MEMBERSHIP AND ROLE OF THE EXECUTIVE 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 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. Committees that are to have an appointed housestaff representative include but are not limited to: GMEC, Medical Records, Infection Control, MCEC, Cancer, Pharmacy and Therapeutics, Patient Safety, Utilization Management, IT Quarterly, and Transformation Committees. The House Officer shall be eligible to volunteer for all such appointments.

Section 3. **MEMBERSHIP OF EXECUTIVE COUNCIL.** The Executive Council consists 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 Housestaff 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 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 (or not allow resident to complete their program) **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(or not to complete). Failure to give the notice shall preclude the Medical Center from **not renewing** the Agreement (or not completing) 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.

Section 5. **NOTICE OF NON-PROMOTION.** The Medical Center shall provide written notice of intent not to promote a House officer no later than 60 days before the resident's expected date of promotion. This notice should include deficiencies or reasons for delayed promotion and the steps the house officer must take to achieve promotion. Failure to give the notice shall preclude the Medical Center from not promoting the resident 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.

Section 6. **NOTICE OF NON COMPLETION** The Medical Center must notify the House Officer in writing within 2 weeks of identifying s/he is at risk of failing to complete his/her training program. Written notification will include: a. Reason(s) for possible non-completion; b. Criteria the House Officer must meet for successful completion; and c. A revised anticipated date of completion if all criteria are met.

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.

Please refer to Rush GMCC 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. Housestaff Council representative 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.

Revised MGM 3/5/07