I. PURPOSE

To identify individual benefits available to housestaff.

II. SCOPE

The benefits apply to all housestaff.

III. DEFINITION

Housestaff - refers to all interns, residents and subspecialty residents (fellows) enrolled in a RUTGERS Robert Wood Johnson Medical School postgraduate training program. A member of the housestaff may be referred to as a house officer.

IV. RESPONSIBILITY/REQUIREMENTS

A. Vacation

1. All housestaff shall be entitled to four (4) weeks of paid vacation to be scheduled in accordance with departmental policy, which shall not preclude scheduling of vacation in two (2) week blocks. Whenever a holiday falls within a vacation period, the individual housestaff shall be entitled to an extra vacation day. Pro-rata earning of vacation is one and two-thirds (1 2/3) days for each full month of employment.

2. Individual house officer shall, on or before September 1 of each year, submit in writing to the Program Director all requests for vacation leave. The Program Director, after review of the needs of the services and rotation schedules, will make reasonable efforts to honor the individual request, granting at least two (2) consecutive weeks off, or in services where scheduling accommodations can be made, more than two (2) weeks of vacation.

3. One week of scheduled vacation is defined as seven (7) consecutive twenty-four (24) hour days off during which there is no assignment of work.

B. Leave

1. Sick Leave

   See Section IV.1 of this policy manual “Medical Leave and Family Leave”.

2. Bereavement Leave
See Section IV.2 of this policy manual “Bereavement”.

3. Maternity Leave
See Section IV.1 of this policy manual “Medical Leave and Family Leave”.

4. Family Leave
See Section IV.1 of this policy manual “Medical Leave and Family Leave”.

5. Disability Leaves
See Section IV.1 of this policy manual “Medical Leave and Family Leave”.

6. Leave for USMLE
Housestaff will be permitted to take up to three (3) days paid leave for the purpose of taking the USMLE. This shall not be charged against vacation time and such paid leave shall be permitted only one time.

C. Parking

Parking fees are set forth in the CIR agreement.

D. Meals

At University-operated or other facilities where housestaff are assigned, a meal allotment shall be provided each month to housestaff who will be on overnight shift of six hours or more or an extended shift of twelve or more hours. The allotment of script or cafeteria credit shall be equal to the number of on-calls that the housestaff officer is assigned during that month, multiplied by the amounts set forth in section ‘B’ of the CIR contract.

E. Holidays

1. All RUTGERS Robert Wood Johnson Medical School housestaff, wherever assigned, shall be entitled to all RUTGERS Robert Wood Johnson Medical School holidays. The University shall exercise its best efforts to ensure that housestaff on rotation to an affiliated facility are granted all RUTGERS Robert Wood Johnson Medical School holidays on the day they occur.

2. Effective January 1, 1998, RUTGERS Robert Wood Johnson Medical School holidays are: New Year’s Day, Martin Luther King’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas and three floating holidays, one of which shall be taken within thirty (30) calendar days of the house officer’s birthday, except as mutually agreed upon between the Program Director and house officer.

F. Professional and General Liability/Self Insurance

The University provides coverage for housestaff activities performed within the scope of University employment, including activities duly authorized as part of the training program to which the resident is appointed. Coverage includes both Professional (Medical Malpractice) and General Liability (allegations of negligent acts or omissions, other than those of professional nature). A claim arising as a
result of an insured activity is eligible for coverage whether the claim is actually received by the insured while enrolled in the residency program or the receipt of the actual claim transpires subsequent to active enrollment. Coverage applies to authorized activities performed at RUTGERS Robert Wood Johnson Medical School-owned facilities, at RUTGERS Robert Wood Johnson Medical School affiliated facilities and to certain specially approved activities, such as some approved elective rotations. Coverage does not apply to any acts or omissions that transpire outside the scope of RUTGERS Robert Wood Johnson Medical School employment and/or outside the authorized scope of the RUTGERS Robert Wood Johnson Medical School residency program. For example, moonlighting activities are not covered.

The conditions of this coverage require:

1. That an insured give written notification to RBHS Risk and Claims Management (30 Bergen Street, Administration Complex 13, Room 1313, Newark, NJ 07107-3007) within ten days of the receipt of any claim, summons and complaint, letter of intent to pursue litigation, etc.

2. That an insured give verbal notification to RBHS Risk and Claims Management (973-982-6277; Fax: 973-972-7257) of any covered medical incident, whether occurring on RUTGERS Robert Wood Johnson Medical School premises or at an affiliated facility, which might give rise to claim; such notification must be given as soon as practical. (Note: all insured are to report any medical incident which might give rise to a claim with RBHS Risk and Claims Management before discussing or writing to administrative representatives, hospital committee representatives, quality assurance or patient representatives etc, of any facility at which they might be rendering services).

3. That the insured must fully cooperate with RBHS Risk and Claims Management and the Attorney General’s office of the State of New Jersey. Any alteration of medical records or intentional misrepresentation or concealment of material facts by the insured may nullify the insured's right to coverage.

4. That all insured agree to attend all Risk Management and Loss Control Programs designated by RBHS Risk and Claims Management to be a mandatory part of the program.

5. That the preceding is not intended to represent a full disclosure as to the terms and provisions of coverage under the RBHS Professional and General Liability Program of Self Insurance; complete information is available through RBHS Risk and Claims Management. Should any pertinent questions arise as to coverage; the insured is advised to contact a RBHS Risk and Claims Management representative immediately.

G. Group Benefit Programs

1. Health Insurance
a. Housestaff are provided the opportunity to participate in the group benefit programs provided by the University. Such coverage is effective the first day of the month following two full months of employment and is subject to completion of the appropriate forms. Coverage is not automatic.

b. Pursuant to N.J.S.A. 26:2J-1, et seq., employees may opt to receive medical coverage from approved Health Maintenance Organizations, when available, in lieu of the normal coverage under the State Health Benefits Program Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission.

2. Prescription Drug Plan

Housestaff are provided the State Prescription Drug Benefit Program. The plan provides benefits to all eligible unit employees and their eligible dependents.

3. Dental Care Program

Participation in the Program shall be voluntary with a condition of participation being that each participating housestaff authorize a bi-weekly salary deduction not to exceed fifty (50%) percent of the cost of the type of coverage elected; e.g. individual, husband and wife, parent and child or family coverage.

4. Life Insurance

The University shall provide life insurance to all Housestaff in the amount of three (3) times the annual salary of the housestaff, at no cost to the resident.

5. Temporary Disability Insurance

Housestaff shall be included in the State Temporary Disability Plan, which is a shared cost plan providing payments to employees who are unable to work as the result of non-work connected illness or injury.

6. Hepatitis 'B' Screening and Vaccine

The University will provide one Hepatitis 'B' screening and vaccine series at no cost to housestaff who request them, providing the appropriate medical consent forms have been completed and signed. The vaccine shall be administered by physicians designated by the University or affiliated hospitals.

Approved by GMEC on 2/23/99