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## OREGON HEALTH & SCIENCE UNIVERSITY HOSPITAL INTERN/RESIDENT/FELLOW APPOINTMENT AGREEMENT

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_ by and between the Oregon Health & Science University, hereinafter called (“OHSU”), and \_\_\_\_\_ hereinafter called the Intern/Resident/Fellow. IT IS NOW THEREFORE MUTUALLY AGREED AND UNDERSTOOD:

### **OBLIGATIONS OF THE Intern/Resident/Fellow:**

1. The Intern/Resident/Fellow accepts appointment by OHSU as a(n) \_\_\_\_\_ at PGY Level \_\_\_\_\_ in the Department or Division of \_\_\_\_\_ of OHSU for the period from \_\_\_\_\_ to \_\_\_\_\_, for 1.0 full-time equivalent(s) of training credit, and agrees to participate in the training program of OHSU and/or of any hospital or other facility with which OHSU has an affiliation agreement (“Affiliated Hospitals”) for the full term of this Agreement.
2. The Intern/Resident/Fellow agrees to perform the assigned duties of this position to the best of the Intern/Resident/Fellow’s ability as set forth in OHSU’s Medical Staff Bylaws and Rules and Regulations, to comply with the policies and administrative procedures of OHSU and any hospital or facility to which the Intern/Resident/Fellow may be assigned, the Oregon Medical Practice Act (ORS Chapter 677), and the requirements of the Program Director and the parent American Board of the Department or Division in which the Intern/Resident/Fellow is appointed.
3. The Intern/Resident/Fellow must obtain a license for the practice of medicine or such license as is required as soon as the Intern/Resident/Fellow is eligible under the Administrative Rules of the Oregon Board of Medical Examiners. Appointment to the year of training when the Intern/Resident/Fellow first becomes eligible for licensure is contingent upon appropriate licensure by the Oregon Board of Medical Examiners.
4. Receipt of compensation for professional activities outside of the residency program is governed by OHSU’s policies governing conflicts of interest and outside compensation of OHSU employees generally. These activities are subject to written departmental approval.
5. If the Intern/Resident/Fellow is offered an appointment for a fixed period subsequent to the term of this Agreement under the conditions specified in OBLIGATIONS OF OHSU, paragraph 4 below, the Intern/Resident/Fellow must notify the program director within ten (10) days of receipt of the offer of reappointment of his/her acceptance or rejection of the offer.
6. Signature of the Intern/Resident/Fellow (see page 7) is confirmation that he/she has reviewed all information on all pages and accepts the terms of this Agreement.

### **OBLIGATIONS OF OHSU:**

1. OHSU shall provide a graduate medical education program that has as its primary purpose the professional education of Intern/Resident/Fellows.
2. OHSU or its Affiliated Hospitals shall provide the Intern/Resident/Fellow an annual salary of at least in accordance with the established policies of OHSU or its Affiliated Hospitals. Payment of this salary and participation in the graduate professional education program under this Agreement shall be contingent upon satisfactory performance in all assigned courses and duties by the Intern/Resident/Fellow during the Intern/Resident/Fellow’s training program. It is understood that this appointment is a fixed term appointment, which is an appointment only for the specified period of time set forth in this Agreement. It is further understood that this appointment and all financial obligations of OHSU hereunder are contingent upon annual funding being appropriated, budgeted, and otherwise available to OHSU and the Affiliated Hospitals.
3. This Agreement constitutes express authorization from the President of OHSU for the Intern/Resident/Fellow to provide services constituting patient care at all Affiliated Hospitals, including, but not limited to, inpatient care, outpatient care, and all forms of consultation. OHSU may assign the Intern/Resident/Fellow to one or more of its Affiliated Hospitals.
4. If the performance of the Intern/Resident/Fellow during the term of this Agreement is entirely satisfactory, and if additional years and positions of training are available in the program in which the Intern/Resident/Fellow is appointed, the Intern/Resident/Fellow may be offered a new fixed term appointment for continuation of the graduate professional education program. Any subsequent offer of appointment will be tendered at least sixty (60) days before the expiration of this Agreement.
5. The Executive Director, OHSU Hospitals and Clinics in consultation with the Program Director and the Director of Graduate Medical Education, may elect not to renew this Agreement upon the expiration of the term of this Agreement; such non-renewal shall not be considered a termination of the appointment of the Intern/Resident/Fellow for cause or otherwise. The Program Director shall make a good faith effort to provide the Intern/Resident/Fellow with the primary basis for the decision not to renew. Such explanation shall not be considered the basis for termination for cause of the Intern/Resident/Fellow’s appointment or employment Agreement, but shall be provided in the spirit of assisting and counseling the Intern/Resident/Fellow in planning for the Intern/Resident/Fellow’s future career decisions.
6. An Intern/Resident/Fellow appointed to a post graduate year one (1) position is eligible for two (2) or three (3) calendar weeks of annual paid vacation in the sole discretion of the Program Director at such time or times approved or assigned by the Program Director. Beyond post graduate year one (1), the Intern/Resident/Fellow is eligible for three (3) calendar weeks of annual paid vacation at such time or times approved or assigned by the Program Director, and sequenced in accordance with the Departmental or Divisional policy. Annual vacation time is not cumulative from year to year. An Intern/Resident/Fellow who receives an academic appointment upon completion of his/her training program is entitled to be credited with the previous unused, accrued sick leave and vacation leave.

An Intern/Resident/Fellow is entitled to two (2) calendar weeks with pay for absence from service which is due to illness, bodily injury, necessity for medical or dental care or because of illness or death in the immediate family of the Intern/Resident/Fellow or the Intern/Resident/Fellow’s spouse or domestic partner. Sick leave is cumulative throughout the

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term of service of the Intern/Resident/Fellow.

An Intern/Resident/Fellow may request leave for Family and Medical Leave, jury duty, military service, bone marrow transplant leave and bereavement leave in accordance with the policies on pages 5, 6 and 7 enclosed.

7. Subject to eligibility requirements, the Intern/Resident/Fellow may participate in one of the group health insurance programs sponsored by OHSU, and the Intern/Resident/Fellow may also elect to participate in other group insurance programs offered through OHSU. If the Intern/Resident/Fellow is paid through OHSU payroll system, OHSU will pay part or all of the monthly premium of the health insurance, depending on the plan selected by the Intern/Resident/Fellow. There will be an administrative discount to a maximum of \$450.00 of University Hospital charges for maternity services for the Intern/Resident/Fellow or Intern/Resident/Fellow's spouse, if incurred in OHSU Hospitals and Clinics and not covered by insurance.

8. Professional liability insurance is provided the Intern/Resident/Fellow covering all duties and acts performed within the scope of the training program. An Intern/Resident/Fellow appointed through Graduate Medical Education and acting within the course and scope of this appointment is indemnified and defended by OHSU through the provision of the Oregon Tort Claims Act (ORS 30.260 through 30.300). No medical malpractice liability protection is provided for any of the acts of the Intern/Resident/Fellow performed outside his/her assigned duties.

9. Sexual harassment and other types of unlawful discrimination are prohibited by OHSU policies and procedures and by state and federal law. OHSU will not tolerate this prohibited behavior. Retaliation of any kind taken against any Intern/Resident/Fellow as a result of that Intern/Resident/Fellow's seeking to have grievances or concerns addressed regarding sexual harassment or other forms of discrimination is prohibited. Intern/Resident/Fellows with concerns about sexual harassment or other forms of discrimination should contact one of the following: their department chair, their program director, any academic or administrative official of OHSU, the Office of Affirmative Action/EO or the Human Resources Department. The Office of Affirmative Action/EO will investigate the concern and provide a mechanism for resolving the concern. Confidentiality will be maintained to the maximum extent possible.

10. When available, parking in one of the parking lots on the campus may be issued to the Intern/Resident/Fellow at a monthly charge subject to all usual university parking policies and procedures.

11. OHSU does not provide living accommodations for the Intern/Resident/Fellow and/or his/her family. On-call rooms and meal tickets are provided for Intern/Resident/Fellows assigned to night duty at OHSU. There are laundry facilities available for scrubs and lab coats.

12. The assignment of hours of duty and night call will be made by the Program Director of the Intern/Resident/Fellow's specific training program. These assignments may include days, plus fair scheduling of nights and weekends on-call.

13. Upon the satisfactory completion of a specific training program, and upon the recommendation of the Program Director, a certificate evidencing the specified satisfactory training will be issued by OHSU.

## **POSITION DESCRIPTION - Intern/Resident/Fellow**

1. An Intern/Resident/Fellow at OHSU meets the qualifications for resident eligibility which are outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the American Medical Association Graduate Medical Education Directory.
2. As the position of an Intern/Resident/Fellow involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence of the Intern/Resident/Fellow is evaluated on a regular basis. Each program shall maintain a confidential record of the Intern/Resident/Fellow's evaluations.
3. The position of an Intern/Resident/Fellow entails provision of care commensurate with the Intern/Resident/Fellow's level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff. This includes:
  - participation in the provision of safe, effective and compassionate patient care;
  - developing an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care;
  - participation in the educational activities of the training program and, as appropriate, assumption of responsibility for teaching and supervising other residents and students, and participation in OHSU's orientation and education programs and other activities involving the clinical staff;
  - participation in University committees and councils to which the Intern/Resident/Fellow is appointed or invited; and
  - performance of these duties in accordance with the established practices, procedures and policies of OHSU, and those of its programs, clinical departments and other hospitals or facilities to which the Intern/Resident/Fellow is assigned.

## **OREGON HEALTH & SCIENCE UNIVERSITY HOSPITAL INTERN/RESIDENT/FELLOW GRIEVANCE PROCEDURE**

### **I. PURPOSE:**

The purpose of the procedure is to secure at the lowest possible level equitable solutions to individual grievances which may arise about the interpretation or application of the Intern/Resident/Fellow Appointment Agreement.

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## II. DEFINITION:

A grievance shall mean any dispute or controversy about the interpretation or application of the Intern/Resident/Fellow Appointment Agreement. The non-renewal of an Intern/Resident/Fellow's Appointment upon expiration of the one year term is not grievable under these procedures nor are questions about the Hospital or Oregon Health & Science University's policy, quality of patient care, adequacy of facilities, operations of ancillary and support services, etc., grievances in this context. Concerns about such matters must be pursued by other means. The "due process" procedure for an Intern/Resident/Fellow to be terminated or suspended without pay for cause is provided for separately and does not come under the provisions of the Grievance Procedure.

## III. PRELIMINARY PROCEDURE:

No matter shall be submitted for the Grievance Procedure unless it has first been discussed personally by the Intern/Resident/Fellow and his/her Program Director. If the Program Director is personally involved in the matter, then the Director of Graduate Medical Education shall be substituted for the Program Director. Both parties shall make a good faith effort to resolve the grievance in an informal manner. If the grievance is not resolved, the Intern/Resident/Fellow may proceed to Step One of the Grievance Procedure.

## IV. STEP ONE:

The grievance shall be submitted with ten (10) calendar days following the grievable event or within ten (10) calendar days after the Intern/Resident/Fellow first becomes aware of such an event, whichever is longer. The grievance shall be in writing and must contain a statement of the grievance, the facts upon which it is based, and the remedy sought. The grievance shall be filed with the Director of Graduate Medical Education.

The grievance shall be heard by a committee consisting of one (1) uninvolved Intern/Resident/Fellow and one (1) member of the Active Medical Staff appointed by the Director of Graduate Medical Education, and one person from the Active Medical Staff or one Intern/Resident/Fellow mutually acceptable to and agreed upon by the two aforementioned appointed members. The Director of Graduate Medical Education shall be the Chair of the Committee, shall attend to the administrative matters and may participate in the deliberations but shall not have a vote.

The Committee shall be formed within fourteen (14) calendar days of the filing of the grievance. The Committee shall hear the case as promptly as is practicable with due notice to all parties and in any event within ten (10) calendar days after constitution of the Committee unless delay is mutually agreed upon by all parties. Evidence and argument may be submitted in writing or personally or both. Either party or both may be assisted by counsel or other advisor of choice. The attorney or counsel will not actively participate in the proceedings unless authorized by the committee chair. A record of the hearing shall be kept.

The Committee shall decide whether the subject is grievable or not. Should the Committee decide that the matter is not grievable, the proceeding shall be stopped. The decision of the Committee in this regard is final. If the Committee finds the matter grievable, they are to recommend a remedy or procedure acceptable to settle the dispute. All committee decisions and recommendations shall be decided by a majority vote of the voting members of the Committee. The decision and the recommended action shall be in writing and shall be delivered to the parties involved in the dispute and to the Executive Director, OHSU Hospitals and Clinics, Oregon Health & Science University. The Executive Director, OHSU Hospitals and Clinics shall review the Committee recommendation and within five (5) calendar days notify in writing the parties involved in the dispute and the Director of Graduate Medical Education of his/her approval of the Committee recommendation; and, if disapproval, of his/her decision on the grievable matter.

If no notice of appeal, as provided for in Step Two, is filed within five (5) calendar days of the Director's of the University Hospital written decision, the decision of the Executive Director, OHSU Hospitals and Clinics shall be final. The Director of Graduate Medical Education shall be responsible for seeing that any necessary action to resolve the grievance in accordance with the decision is carried out.

## V. STEP TWO:

If any party to the grievance is dissatisfied with the decision resulting from the procedure in Step One, the Intern/Resident/Fellow may appeal the case to the Provost of the Oregon Health & Science University. The notice of appeal to the Provost shall be submitted in writing within five (5) calendar days following receipt of the decision in Step One. The Provost or his/her designee shall review the record of the case as presented to the Committee in Step One. The Provost may call for further evidence or argument at his/her discretion. The Provost may affirm, reverse, or modify the decision. The decision of the Provost is final.

## ADMINISTRATIVE LEAVE, DISCIPLINE AND SANCTIONS INTERN/RESIDENT/FELLOW PROCEDURES

### ADMINISTRATIVE LEAVE

An Intern/Resident/Fellow may be placed on paid administrative leave and instructed not to return to the institution when the Executive Director, OHSU Hospitals and Clinics or the Director of Graduate Medical Education (GME Director) determines that such action is in the best interest of OHSU or the Intern/Resident/Fellow. Administrative leave does not constitute or imply a disciplinary sanction for cause.

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## **DISCIPLINE OF INTERN/RESIDENT/FELLOWS**

- (1) OHSU may terminate or suspend without pay the appointment of any Intern/Resident/Fellow demonstrated not to have the appropriate or desired level of competency deemed advisable for the performance of duties assigned to him/her or for behavior or conduct proscribed by the policies of OHSU.
- (2) Sanctions less severe than termination or suspension without pay (such as suspension with pay, probation or reprimands) shall be applied in accordance with departmental or program policies.
- (3) Intern/Resident/Fellows are appointed on a fixed term, year to year basis. This procedure applies only to the termination or suspension without pay of an Intern/Resident/Fellow during the term of the yearly appointment. Intern/Resident/Fellows are advised that non-renewal of their yearly appointment upon expiration of the one year term does not constitute a termination of their appointment, but is only an expiration of the term of the appointment and is not subject to this procedure.

## **DEFINITIONS OF CAUSE FOR IMPOSITION OF SANCTIONS ON An Intern/Resident/Fellow**

Conduct constituting cause for imposing sanctions on an Intern/Resident/Fellow includes, but is not limited to:

- (1) Violations of sections (2) through (6) of the OHSU Terms and Conditions of Academic Employees Engaged in Patient Care (Policy #03-30-060);
- (2) Failure to meet any standards or requirements of the residency program;
- (3) Conduct included within the definition of "cause" as provided by OHSU policies relating to personnel actions; or
- (4) Failure to demonstrate an acceptable degree of competency or other performance as deemed necessary or appropriate for the residency program.

## **INITIATION OF FORMAL PROCEEDINGS**

If the Program Director of a residency program of the OHSU shall determine to his/her satisfaction that there is cause to terminate or suspend without pay the appointment of an Intern/Resident/Fellow, the Program Director shall request that the GME Director and OHSU Legal Counsel assess whether there are legal grounds to impose such a sanction. If grounds exist, then after consultation with the Dean and the Executive Director, OHSU Hospitals and Clinics, the GME Director shall authorize OHSU Legal Counsel to prepare formal written charges. The charges shall state specifically the fact(s) alleged to be the cause for termination or suspension without pay. Within ten (10) days after the authorization to prepare formal written charges, the charges shall be delivered personally or sent by certified mail and first class mail to the Intern/Resident/Fellow. A copy shall also be provided to the GME Director and the Program Director.

## **REQUEST FOR HEARING**

With ten (10) days after the delivery or mailing of the formal written charges to the Intern/Resident/Fellow, the Intern/Resident/Fellow may request in writing a hearing on the charges. If the Intern/Resident/Fellow fails to respond or declines a hearing, the GME Director may then request that the Executive Director, OHSU Hospitals and Clinics terminate or suspend without pay the appointment of the Intern/Resident/Fellow. If the request is approved, the Executive Director, OHSU Hospitals and Clinics shall give the Intern/Resident/Fellow written notice of the action. The date of termination or suspension without pay shall be no sooner than ten (10) days from the date of the written notice from the Executive Director, OHSU Hospitals and Clinics and shall be specified in the written notice. In the event of termination, one month's pay shall be given to the Intern/Resident/Fellow beyond the date of the termination.

## **HEARING**

If the Intern/Resident/Fellow requests a hearing on the charges, such hearing shall be before one or more members of the School of Medicine faculty, who are members of the Medical Staff, and an Intern/Resident/Fellow. The GME Director shall make the appointment(s).

## **CONDUCT OF HEARING**

The hearing shall be conducted in accordance with a manual prepared and administered by the OHSU Legal Department.

## **REPORT**

The faculty member(s) who hear(s) the matter shall make findings based upon the hearing record with respect to each specification in the formal charges. The member(s) shall, within 10 days of the hearing, submit a written report with the findings and recommendation to the GME Director as to whether or not there should be a termination or suspension without pay of the appointment of the Intern/Resident/Fellow. The Program Director for the Intern/Resident/Fellow's residency program and the Intern/Resident/Fellow shall also be given copies of the findings and recommendations.

## **ACTION BY THE Executive Director, OHSU Hospitals and Clinics**

The GME Director shall decide whether the findings and recommendations should be accepted, modified or declined. The GME Director shall forward the GME Director's recommendation and the Committee's report to the Dean and the Executive Director, OHSU Hospitals and Clinics. The Executive Director, OHSU Hospitals and Clinics shall promptly,

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after receipt of the report, and after having a reasonable opportunity to consult with the Dean of the School of Medicine, give the Intern/Resident/Fellow written notice of the decision as to whether or not to terminate or suspend without pay the appointment of the Intern/Resident/Fellow.

## DATE OF TERMINATION OR SUSPENSION WITHOUT PAY

If the appointment of the Intern/Resident/Fellow is to be terminated or suspended without pay, the appointment shall not be terminated or suspended without pay sooner than ten (10) days following the date of written notice from the Executive Director, OHSU Hospitals and Clinics and shall be specified in the written notice; provided, however, that in the event of termination, the Intern/Resident/Fellow shall receive salary for one month from the date of termination.

## NO REPRISALS

No employee of OHSU shall be subject to reprimand or other adverse action by reason of appearing as a witness or for participating in any of the proceedings provided for in these procedures.

## FAMILY AND MEDICAL LEAVE

### TRAINING CREDIT MAY NOT BE GIVEN FOR PAID AND UNPAID LEAVE OF ALL KINDS WHICH EXCEED THE MAXIMUM LEAVE ALLOWED FOR SPECIALTY BOARD ELIGIBILITY CREDIT AND/OR THE MAXIMUM LEAVE PERMITTED BY THE TRAINING PROGRAM'S RESIDENCY REVIEW COMMITTEE OF THE ACCREDITATION COUNCIL FOR GRADUATE MEDICAL EDUCATION (ACGME)

#### 1. Eligibility:

- A. Federal (FMLA) Minimum Eligibility Requirements: The Intern/Resident/Fellow must have been employed at least 12 months and worked at least 1250 hours during the 12 month period prior to the time leave would begin under this policy. OHSU will make the eligibility determination at the time of the leave request, or, in the case of leave designation by OHSU in the absence of an Intern/Resident/Fellow's request, at the time of such designation.
- B. State (OFLA) Minimum Eligibility Requirements: The Intern/Resident/Fellow must have been employed at OHSU at least 180 days and worked an average of 25 hours per week in the 180 days prior to the time the leave would begin under this policy. OHSU will make the eligibility determination at the time of the request.

#### 2. Reasons for Leave: Leaves may be granted or designated to an Intern/Resident/Fellow for any of the following reasons:

- A. To care for a child after the birth or placement for adoption or foster care ("parental leave");
- B. To care for a family member with a serious health condition;
- B. For a serious health condition that makes the Intern/Resident/Fellow unable to perform one or more essential functions of his/her job;
- C. Under OFLA, to care for a child of the Intern/Resident/Fellow who is suffering from an illness, injury or condition that is not a serious health condition but requires home care, and for which no other family member is available to provide care ("sick child care").

#### 3. Duration of Leave:

- A. Intern/Resident/Fellows are entitled up to 12 weeks of continuous or interim family leave in a rolling 12 month period;
- B. Under OFLA, female Intern/Resident/Fellows may take up to an additional 12 weeks of leave within a rolling 12 month period for a condition related to pregnancy or childbirth;
- C. Under OFLA, an Intern/Resident/Fellow who takes 12 weeks of leave within a rolling 12 month period to care for an infant or newly adopted or foster child may take up to 12 additional weeks for "sick child care."

#### 4. Definitions:

- A. A family member is:
  - 1. A spouse: A husband or wife as defined in accordance with the state law.
  - 2. A son or daughter: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *loco parentis*, who is either under age 16, age 18 or older and "incapable of self-care because of a mental or physical disability".
  - 1. A parent: A biological parent or someone who had day-to-day responsibilities to care for and financial support for the Intern/Resident/Fellow when the Intern/Resident/Fellow was a child. Intern/Resident/Fellow may qualify for OFLA leave to care for a parent-in-law.
- B. A "serious health condition" is:
  - 1. An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility;
  - 2. An illness, injury, impairment or physical or mental condition that requires continuing treatment by a health care provider;
  - 3. An illness, disease or condition that in the medical judgment of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable

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possibility of death in the near future, or requires constant care; or

4. Any period of disability due to pregnancy or childbirth or period of absence for prenatal care.

5. **Applying for Leave:**

- A. Intern/Resident/Fellows may request Family Medical Leave by completing an Intern/Resident/Fellow Request for Family Leave form, available from the Office of Graduate Medical Education or from the Benefits Office in the Human Resources Department.
- B. Requests for FMLA must be submitted in writing at least 30 days prior to the beginning of the leave period, or as soon as practicable. Failure to provide the required notice for a foreseeable leave may delay the taking of leave until 30 days after the written request is submitted.
- C. An Intern/Resident/Fellow who is unable to submit a written request for FMLA in advance because of unexpected qualifying circumstances (e.g., premature birth, medical emergency) must provide oral or written notice to the Benefits Office within 24 hours of the start of the leave or as soon as practicable, and provide written notice within three days after he or she returns to work. The oral notice may be provided by another person on behalf of the Intern/Resident/Fellow.
- D. Requests for FMLA leave will be reviewed by the Benefits Office, who will notify the Intern/Resident/Fellow and the Intern/Resident/Fellow's Program Director or the Office of Graduate Medical Education if the leave request is approved or denied.
- E. All Intern/Resident/Fellows on approved FMLA leave must call to report their status every two weeks. Intern/Resident/Fellows are expected to immediately report to their Program Director, the Office of Graduate Medical Education, or the Benefits Office any change in their need for leave or their intention to return to work.

6. **Medical Certification:**

- A. If the FMLA leave is for a serious health condition, the Intern/Resident/Fellow must provide a medical certification from their health care provider within 15 days of submitting a written request for leave or, if the need for leave is not foreseeable, within five days after the leave begins. Medical Certification forms may be obtained from and must be returned to the Benefits Office. Failure to provide the required certification may delay the taking of leave, or prevent the request from qualifying as FMLA leave.
- B. OHSU may require the Intern/Resident/Fellow to obtain a second opinion at OHSU's expense from a qualified health care provider designated by OHSU. If the first and second medical opinions differ, OHSU may require at OHSU's expense a third opinion by a provider agreed upon by OHSU and the Intern/Resident/Fellow.
- C. Before restoring an Intern/Resident/Fellow to work after the Intern/Resident/Fellow's serious health condition, OHSU may require the Intern/Resident/Fellow to provide a medical certification from his or her health care provider that the Intern/Resident/Fellow is able to resume work.
- D. If the Intern/Resident/Fellow has taken more than three days of FMLA leave in a one year period of sick child care, OHSU may require the Intern/Resident/Fellow to obtain at OHSU's expense a medical certification from a qualified health care provider.
- E. The Benefits Office may designate leave as qualifying for FMLA/OFLA and count the leave against the Intern/Resident/Fellow's entitlement in the absence of an Intern/Resident/Fellow's request. When the Benefits Office has information indicating that the leave qualifies as FMLA/OFLA, the Benefits Office may provisionally designate the leave as FMLA/OFLA. If the Intern/Resident/Fellow disagrees with this designation, the Intern/Resident/Fellow may submit additional information to the Benefits Office indicating why the designation is inappropriate within 15 days of the notice of designation.

7. **Continuation of Benefits:**

- A. An Intern/Resident/Fellow will be required to use all accrued sick leave at the commencement of FMLA and OFLA leave and will be permitted the opportunity to elect to use vacation leave following the exhaustion of accrued sick leave. This election must be made at the commencement of such leave. An Intern/Resident/Fellow electing to use vacation leave will be required to use such leave at a rate commensurate with their FTE status. However the Intern/Resident/Fellow will be permitted to retain other accrued paid leave at the Intern/Resident/Fellow's discretion up to forty (40) hours while remaining on FMLA and OFLA leave.
- B. OHSU is required to maintain group health (medical and dental) insurance coverage for an Intern/Resident/Fellow on FMLA leave (unless the Intern/Resident/Fellow declines coverage). If all accrued sick leave and vacation leave has been used for FMLA, the Intern/Resident/Fellow is required to pay the Intern/Resident/Fellow's portion of group health premiums by the first day of each calendar month. The Intern/Resident/Fellow may pay premiums for other voluntary benefits plans in accordance with established guidelines. The Intern/Resident/Fellow should contact the Benefits Office for more information. In some instances, OHSU may recover premiums it paid to maintain health coverage for an Intern/Resident/Fellow who fails to return to work from FMLA leave.
- C. OHSU is not required to maintain group health (medical and dental) insurance coverage for an Intern/Resident/Fellow on OFLA leave. The Intern/Resident/Fellow must contact the Benefits Office for information on the employee's rights and responsibilities to continue benefit coverage.
- D. If an Intern/Resident/Fellow returns directly from FMLA or OFLA leave, benefits will be reinstated the first of the following month. If the leave exceeds the 12 week limit, the Intern/Resident/Fellow will be required to meet the eligibility guideline before insurance coverage is reinstated and pre-existing condition limitations may apply on some of the plans.

8. **Reinstatement:** An Intern/Resident/Fellow returning from an approved FMLA leave will be returned to the position the Intern/Resident/Fellow held before the leave began unless the position has been eliminated or the

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Intern/Resident/Fellow would have been displaced had the Intern/Resident/Fellow not taken FMLA leave, in which case the Intern/Resident/Fellow may be returned to an available equivalent position. Leave may, in some circumstances, delay the Intern/Resident/Fellow's completion of their residency program. Questions regarding the effect of an Intern/Resident/Fellow's leave on completion of their program requirements should be addressed to the program director.

9. **Failure to Return to Work After FMLA:** An Intern/Resident/Fellow who fails to return to work at the conclusion of an approved FMLA leave may be deemed to have voluntarily terminated employment. An Intern/Resident/Fellow who fails to return to work after his or her leave is exhausted may be required to reimburse OHSU for health insurance premiums it paid for the benefit of the Intern/Resident/Fellow's behalf during the period of the Intern/Resident/Fellow's FMLA leave.

## SPECIAL LEAVES OF ABSENCE

1. **Jury Duty:** If an Intern/Resident/Fellow is subpoenaed for jury duty, leave shall be provided with pay up to a maximum of four weeks per year. The Intern/Resident/Fellow will be paid the difference between his/her regular pay and the payment received from the court for jury service.
2. **Military Leave:** Uniformed Services Leave will be granted for service or training with the United States Uniformed Services as required by federal and state law. Because this policy cannot address every circumstance, Intern/Resident/Fellows are encouraged to meet with Graduate Medical Education prior to taking leave, when possible, to discuss their specific situation.
  - A. **Notice Required and Length of Leave:** Uniformed Services leave will be granted to a maximum of five years in most cases. The Intern/Resident/Fellow shall provide verbal or written notice to Graduate Medical Education as far in advance of taking leave as is possible under the circumstances.
  - B. **Compensation:** Uniformed Services leave for training shall be with pay for a period not exceeding 15 calendar days. To be eligible for this period of paid leave, the Intern/Resident/Fellow must provide to Graduate Medical Education a copy of his or her Uniformed Services training orders. The Intern/Resident/Fellow taking Uniformed Services leave may elect to be paid for accrued vacation leave. All other Uniformed Services leave is without pay.
3. **Bone Marrow Donor Leave:** Eligible employees are entitled to use accrued paid leave to undergo a medical procedure to donate bone marrow.
  - A. **Eligibility/Use of Leave:** Eligible employees include those who perform services at OHSU for an average of 20 or more hours per week. Paid sick leave may be used to the extent it is available. Otherwise, other accrued paid leave is to be used. The total length of the paid leave shall be determined by the employee, but shall not exceed the amount of already accrued paid leave or 40 work hours, whichever is less, unless agreed to by the department. The paid leave shall be deducted from accrued leave.
  - B. **Medical Verification:** The department may require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to that medical determination is not affected.
  - C. **Non-Retaliation:** OHSU will not in any way retaliate against employees who request or use paid leave of absence in accordance with this policy.
4. **Bereavement Leave:** Unclassified employees employed at .50 FTE or more are entitled to use up to five days of accrued sick leave to attend to the death of a member of the employee's immediate family. Immediate family, for purposes of this policy, includes the employee's parents, grandparents, spouse, domestic partner, siblings, parent-in-laws, son-in-law, daughter-in-law, or another member of the employee's immediate household. Reasonable extension of bereavement leave may be granted by an employee's supervisor. If an employee does not have any accrued sick or vacation leave, bereavement leave will be unpaid.
5. **Professional Leave:** The Intern/Resident/Fellow is entitled to leave for professional reasons, such as, but not limited to, testifying in a lawsuit unrelated to the Intern/Resident/Fellows' training at OHSU. Such leaves, if approved, can be taken as vacation or leave without pay at the sole discretion of the Intern/Resident/Fellow. Whenever possible, the Program Director should be notified of such leaves well in advance. Attendance at conferences and seminars as part of the Intern/Resident/Fellow's training program is not considered a leave of absence or vacation and should be counted as paid time.

### WITNESSETH:

The Parties have entered into this Agreement and acknowledge and respect the ethical and legal obligations to fulfill its terms unless the Intern/Resident/Fellow is unable to do so because of incapacitating illness. The Parties further agree that under no circumstances will either Party terminate this Agreement prior to its expiration without giving prior written notice to the other Party and without providing the other Party an opportunity to discuss any differences, dissatisfactions or grievances. Grievances may be formally pursued by an Intern/Resident/Fellow according to the Intern/Resident/Fellow Grievance Procedure enclosed with this Agreement.

### SIGNED:

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INTERN/RESIDENT/FELLOW

DATE

# SAMPLE

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PROGRAM DIRECTOR

DATE

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EXECUTIVE DIRECTOR, OHSU HOSPITALS AND CLINICS  
PETER F. RAPP

DATE