

Title 4 - Codification of Board Policy Statements

Chapter 7

**RESIDENT PHYSICIANS,
RESIDENT DENTISTS,
AND
POSTDOCTORAL FELLOWS**

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Section 1. Definition – Resident Physicians and Resident Dentists

1. Resident physicians and Resident dentists (hereinafter referred to as Residents) are doctors who are continuing their medical or dental education after receipt of the medical or dental degree through continued instruction and the provision of patient care services by means of educational, clinical experience in University of Nevada-affiliated institutions and organizations, and who may also provide instructional services to medical or dental students as the Residents' experience and education allows.
2. Faculty of the University of Nevada, Reno School of Medicine; the University of Nevada, Las Vegas School of Medicine; and the University of Nevada, Las Vegas School of Dental Medicine are responsible for the supervision and instruction of the Residents.
3. The majority of the Residents' time is in hospitals, clinics, physician offices, and other health care facilities throughout the State of Nevada. Therefore, while on University of Nevada contract, Residents may rotate outside the University of Nevada, Reno School of Medicine; the University of Nevada, Las Vegas School of Medicine; and the University of Nevada, Las Vegas School of Dental Medicine with affiliated and non-affiliated institutions as long as these clinical rotations are approved by the department or program to which the Resident is assigned.

(B/R 9/18)

Section 2. Appointment – Resident Physicians and Resident Dentists

1. Annual appointments shall be approved by the President or designee.
2. Responsibilities to be performed shall be defined by the involved department or program of the University of Nevada, Reno School of Medicine; the University of Nevada, Las Vegas School of Medicine; or the University of Nevada, Las Vegas School of Dental Medicine.
3. Salaries to be paid shall be approved by the President or designee.
4. Appointments shall be issued annually for the University fiscal year; however, appointments may be offered for a shorter period to fill vacancies created by terminations or by the establishment of a temporary position. Twelve month appointments may overlap the fiscal year when a program of remediation is necessary or when a Resident starts the year after July 1.
5. Work hours will be determined by the needs of patients cared for by the Residents in addition to specific departmental assignments.
6. Procedures to be followed for the offering of contracts to Residents shall be established by the institutional President and published in the institutional administrative manual.

7. Contracts are subject to modification during the fiscal year for Residents as Residents rotate between hospitals and other institutions. In such cases, the Residents may be paid during the interim period by other institutions or continued on contract at the University of Nevada, depending on the inter-institutional arrangements and the needs of the residency program.
8. Contracts for Residents may be terminated by the University of Nevada, Reno or the University of Nevada, Las Vegas during the contract year for reasons of improper conduct, moral or ethical reasons, for inability to perform to departmental or educational standards and objectives, or because of financial conditions within the University of Nevada, Reno School of Medicine; the University of Nevada, Las Vegas School of Medicine; or the University of Nevada, Las Vegas School of Dental Medicine. Procedures for notice, hearing and appeal of contract terminations or other actions shall be followed as established by the University of Nevada, Reno School of Medicine; the University of Nevada, Las Vegas School of Medicine; and the University of Nevada, Las Vegas School of Dental Medicine. (See due process statement of the Schools of Medicine.)

(B/R 9/18)

Section 3. Salary Schedule – Resident Physicians and Resident Dentists

The salary schedule for Residents shall be recommended by the Dean of the University of Nevada, Reno School of Medicine; the University of Nevada, Las Vegas School of Medicine; or the University of Nevada, Las Vegas School of Dental Medicine and approved by the respective President. A copy of the salary schedule for Resident Physicians and Resident Dentists will be provided to the Chancellor's Office on an annual basis.

(B/R 9/18)

Section 4. Benefits – Resident Physicians and Resident Dentists

1. Annual leave of up to 15 days at full salary per year will be available starting July 1 of each year. There is no carry-over of annual leave from one year to the next year and Residents shall not be paid for any unused annual leave upon termination of employment. Annual leave shall be taken at a time approved or directed by the supervisor.
2. Sick leave will be granted as required, up to 15 days at full salary, available at any time during the initial 12 months of service. Beginning 12 months after the starting date of their contract, the Resident will begin to accrue additional sick leave at a rate of 1-1/4 days per full month of service to add to any remaining balance of unused sick leave from the first 12 months of service. Sick leave may be accrued from year to year not to exceed 15 work days at the last day of each month. Residents shall not be paid for any unused sick leave upon termination of employment. Residents may use accumulated sick leave for temporary disabilities, which includes child bearing. Unpaid child rearing leave may be requested by either parent up to a maximum of one year. Request for child rearing leave must be accompanied by a statement from a qualified professional source if there is a medical or psychological need for the parent to be given leave. Residents are also entitled to the leave benefits provided in federal and state law including the Family and Medical Leave Act of 1993.

3. Funds to pay for group health and life insurance, unemployment compensation coverage, or other group insurance plans will be provided to the Residents by the agency that provides the salary funds for the Resident.
4. Effective January 1, 1993, Residents will participate in a 403(b)-retirement plan, with contributions of 6.2percent of salary, made by both the employer and the Residents.
5. Residents will be covered under the state workers' compensation program and Medicare.
6. Malpractice insurance will be provided by the University and/or Veterans Administration while Residents are on contract with the School of Medicine as defined in Subsection 9 below. After contract termination, the insurance policy will cover the Residents' contracted activities during the contract.
7. Grants-in-aid for tuition and fees will not be provided by the University.
8. Resident Physicians and Dentists with appointments of half time or more, along with the spouse and dependent children, will be considered in-state Residents for tuition purposes.
9. Leave of Absence for Resident Physicians/Medical Fellows Only (Effective July 1, 2023)
This Subsection 9 applies only to resident physicians and medical fellows at the Kirk Kerkorian School of Medicine at UNLV and at the University of Nevada, Reno School of Medicine (hereafter, each the "School of Medicine").
 - a. Resident physicians/medical fellows will be provided with a minimum of six (6) weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once d at any time during an ACGME-accredited program, starting the day the resident/medical fellow is required to report. If the resident physician/medical fellow is eligible for leave under FMLA, the leave of absence and FMLA leave, if any, shall run concurrently.
 - b. Resident physicians/medical fellows will be provided with at least the equivalent of 100 percent (100%) of their salary for the first six (6) weeks of the first approved medical, parental, or caregiver leave(s) of absence taken.
 - c. The School of Medicine will provide the continuation of health and disability insurance benefits for physician residents/medical fellows and their eligible dependents during any approved medical, parental, or caregiver leave(s) of absence.
 - d. The School of Medicine will describe the process for submitting and approving requests for leaves of absence within its Resident Handbook – Leave Policy.
 - e. The School of Medicine resident physician resident/medical fellow leave policy will be available for review by resident physicians/medical fellows at all times.
 - f. The School of Medicine will ensure that each of its ACGME-accredited programs provides its resident physicians/medical fellows with accurate information regarding the impact of an extended leave of absence upon the criteria for satisfactory completion of the program and upon a resident physician's/medical fellow's eligibility to participate in examinations by the relevant certifying board(s).

(B/R 12/22)

Section 5. Definition – Postdoctoral Fellows

A Postdoctoral Fellow appointment is a temporary advanced scholarly appointment of at least 50percent. It is a specialized education and training position in research or scholarship under the direction of a faculty sponsor(s) established for the Postdoctoral Fellows' continuing education and professional growth. (The Postdoctoral Fellow is not precluded from applying for any grant, contract or postdoctoral training grants or nationally competitive postdoctoral fellowships permitted under guidelines of the research office of each institution.)

Those persons excluded from the postdoctoral status are registered full-time students, candidates for a degree, visiting scholars who are not at the University for the purpose of receiving further training, or anyone who does not meet the above definition.

The Postdoctoral Fellow appointment serves to advance the competence of a person who has recently completed higher professional training marked by a doctoral degree.
(B/R 12/03)

Section 6. Appointment – Postdoctoral Fellows

1. Completion of a doctoral degree in the appropriate discipline is required.
2. Employing departments shall ascertain that prospective appointees meet all eligibility requirements prior to the commencement of appointment. It is the department's responsibility to obtain and forward to the Office of Human Resources an official transcript of the highest degree.
3. All decisions of the academic departments will be made without regard to race, color, creed, religion, sex, national origin, age, disability, veteran's status, sexual orientation or other factors, which cannot be a lawful basis for providing an opportunity for additional training.
4. If the appointee is not a U.S. Citizen, it is the department's responsibility to document the appointee's eligibility to work as a Postdoctoral Fellow in the United States in accordance with the U.S. Citizenship and Immigration Service (USCIS) rules, prior to the desired start date of employment.
5. The duration of Postdoctoral Fellow appointment will, in most cases, be one year or two, and may not exceed five years.
6. Salaries will be negotiated between the Postdoctoral Fellow and the faculty sponsor from whom the individual receives advanced training, in accordance with the postdoctoral salary policy developed by the individual institutions of NSHE. Job requirements, annual evaluations, and any salary increases will be in accordance with postdoctoral policies developed by the individual institutions of NSHE.

7. Appointments shall be recommended through appropriate administrative channels. The Office of Human Resources will be responsible for monitoring all appointments in compliance with the policy established for Postdoctoral Fellows. Appointments usually shall be issued annually for the fiscal year; however, appointments may be offered for a shorter period. Contract termination policies for Postdoctoral Fellows will be developed by the individual institutions and may allow for contract termination at any time with thirty days notice.

(B/R 12/03)

Section 7. Benefits – Postdoctoral Fellows

1. Annual leave with pay will be accrued at 1-1/4 working days per full month of continuous service. Part-time Postdoctoral Fellows shall be granted a pro rata amount of annual leave. Annual leave may be accumulated up to a maximum of 15 work days at the last day of each month. Earned annual leave shall be taken at a time approved or directed by the supervisor. Postdoctoral Fellows shall not be paid for any unused annual leave upon termination of employment.
2. Sick leave with pay will be granted as required, up to 15 days at full salary, available at any time during the initial 12 months of service. Beginning 12 months after the starting date of the contract, the Postdoctoral Fellow will begin to accrue additional sick leave at a rate of 1-1/4 working days per full month of service to add to any remaining balance of unused sick leave from the first 12 months of service. Part-time Postdoctoral Fellows shall be granted a prorata amount of sick leave. Sick leave may be accrued from year to year, not to exceed 15 work days at the last day of each month. Postdoctoral Fellows shall not be paid for any unused sick leave upon termination of employment.
3. The NSHE group health insurance plan will be provided to postdoctoral fellows.
4. Effective January 1, 2004, Postdoctoral Fellows will participate in a 403(b) retirement plan with contributions of 6.2 percent of salary, made by both the employee and the employer. No contribution is made to Social Security by employee or employer.
5. All Postdoctoral Fellows will receive workers' compensation coverage paid by the employer and Medicare coverage with contributions of 1.45 percent of salary made by both the employer and employee.
6. All Postdoctoral Fellows will be issued an identification card denoting their status as a Postdoctoral Fellow, which shall entitle them to privileges as specified by each institution. Fees are assessed in accordance with institutional policy.
7. Grants-in-aid for tuition and fees will not be provided by the NSHE institution.
8. Postdoctoral Fellows with appointments of half time or more, along with the spouse and dependent children, will be considered in-state residents for tuition purposes.

(B/R 10/04)