

**APPENDIX B-A ARTICLE
LETTER OF AGREEMENT
FAMILY AND MEDICAL LEAVE**

AC
12/10/14
WB 12/10/14
SP/Kethway

Section 1. Family and Medical Leave Requirement

Subject to the eligibility requirements stated in Section 4 of this Article, GTFs shall be entitled to eligible for a total of twelve (12) work weeks of unpaid leave during any twelve-month period for one or more of the following reasons: (1) the birth of a child and in order to care for such child; (2) placement of child with GTF for adoption or foster care; (3) the care of a spouse (or equivalent in accordance with Oregon state law), child, or parent of the GTF if a serious health condition exists; (4) a serious health condition of the GTF which makes the GTF unable to perform his or her duties. In cases where such leave is five (5) weeks or longer in a single term, such leave may be taken in conjunction with an academic leave of absence.

Section 2. Notice Requirement

The GTF shall provide his or her employer with written notice not less than thirty (30) days prior to the date of requested leave, if practicable. In the case of an emergency or unforeseen circumstance, the GTF must give a verbal notice to his or her employer within twenty-four (24) hours of taking leave. In the case of a serious health condition, the University may request medical verification from a healthcare provider and the GTF must provide such verification within fifteen (15) days of the request.

Section 3. Job Protection and Benefits

After returning to work after taking leave under these provisions, a GTF is entitled to be restored to the position of employment held by the GTF when the leave commenced, or an alternative position if the position held no longer exists. This provision will not be applicable in the case where the GTF returns in a term under which he or she did not have an employment contract appointment or an expectation of such a contract an appointment with the University.

A GTF shall retain their tuition waiver and the University shall continue to pay health care premiums during the duration of the GTF's leave if the GTF remains enrolled and works a minimum of .20 FTE during the term in which family and medical leave is taken. Salary compensation will be adjusted to reflect changes in FTE.

If a GTF takes leave of absence after the normal filing date for declaring on-leave status, the GTF should contact the Graduate School for assistance in obtaining a complete withdrawal for the term. GTFs who take a leave of absence will lose their tuition waiver. A GTF that takes a leave of absence can maintain health benefits by paying COBRA premiums.

Section 4. Eligibility

Any GTF who has been an employee of the University, as a GTF, for at least one term preceding the term in which the leave is requested is eligible for leave according to the above terms.

Section 5. Duration

~~This Letter of Agreement shall expire on March 31, 2014 2016, unless the parties agree to continue it.~~