# ARTICLE [x]. SABBATICAL LEAVE

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### Purpose.

Sabbatical leaves are a privilege extended by Oregon Tech for the purpose of strengthening the academic programs of the university while also contributing to the professional development of the bargaining unit faculty member in scholarship, creative activity, teaching and leadership. Sabbatical leaves should be granted when it can be shown that the bargaining unit faculty member will use the time in a manner which will provide increased contributions service to the institution either through study and research, writing, advanced study, or travel related to the applicant's field or

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# Section 1. Eligibility.

Bargaining unit faculty members who have earned tenure at Oregon Tech or have ranks of Instructor 2 or above, or Associate Librarian or above, are eligible for sabbatical leaves.

A bargaining unit faculty may be considered for sabbatical leave under the following circumstances:

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(a) After having been continuously appointed without interruption by a sabbatical leave for at least

18 academic terms quarters (excluding Summer Session) or, in the case of 12-month faculty, at least-72

months;

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(b) After having accumulated the equivalent of 6.0 FTE years over an indefinite period of 9-

or 12-month appointments, uninterrupted by a sabbatical leave or a protected leave of absence.

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Any authorized or protected leave of absence will not prejudice the faculty member's eligibility for sabbatical leave. Military leave shall be credited for eligibility for sabbatical. Bargaining unit faculty members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in Section 1(a) or (b) above. Additionally, for purposes of determining eligibility for sabbatical leave, time spent on an authorized military leave from a Department within the institution shall be considered as institutional service.

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#### Section 2. Application.

Sabbatical application forms shall be available to faculty via the Office of the Provost's website. Eligible bargaining unit Ffaculty members shall submit an application for a sabbatical leave to their

Department Chair, or appropriate administrative officer Dean and Provost, and a Faculty Senate

38 Ceommittee on Sabbaticals. Recommendations Decisions to award sabbaticals shall be submitted to 39

the Provost made by the the appropriate Chair, Dean and Provost, and three faculty representatives

41 designated by Faculty Senate Committee on Sabbaticals. -Metrics for evaluating sabbatical

42 applications shall be established by the Faculty Senate Ceommittee on Sabbaticals, and shall be

43 communicated to the faculty apriori of the application deadline. The number (in FTE equivalent) of

sabbatical leaves available every year shall be the sole discretion of the Provost; the Provost shall 44 45

communicate the number of sabbatical leaves available to the faculty and to the Faculty Senate Committee on Sabbaticals no later than June 15th of each year, for the next academic year.

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The Faculty Senate Committee on Sabbaticals (FSCS) shall include the College Deans and the 48 University Librarian, and four faculty appointed by the Faculty Senate Executive Committee. The 49 50 FSCS shall elect their chair from those faculty serving on the FSCS.

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The Provost shall consider the committee's recommendations; a sabbatical leave shall be granted only if approved by the Provost or the Provost's designee. The Provost shall communicate their decision a decision to the bargaining unit faculty member regarding their application for sabbatical by the end of Fall term of the academic year in which a faculty applies. Negative decisions shall include suggestions for strengthening a faculty's application for future sabbaticals. Sabbatical application forms shall be available to faculty via the Provost's website. Successful summaries of sabbatical applications shall be posted on the Provost's website (redacted as needed by applicant). If non-disclosure agreements (NDAs) or contracts with third parties are required as part of a sabbatical, the Employer shall process these requests within twenty (20) calendar days of being provided to the Employer.

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Sabbatical leave may be delayed up to two years at the discretion of the Provost, and at the written request of the applicant. In such cases the applicant shall be notified of the Provost's decision no later than the end of the Winter term of the current academic year that is prior to the start of the sabbatical. The bargaining unit faculty member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years.

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When signed by all parties, the Application for Sabbatical Leave becomes a binding contract. Revisions to the terms and conditions of the sabbatical contract must be agreed to by all parties to the original contract. Sabbatical leave may be delayed up to two years at the discretion of the Provost.

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#### Section 32. Preference.

A faculty member who has at least ten (10) years or more full-time service since initial appointment or since the last sabbatical leave will be given highest priority for the award of sabbatical leave.

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In cases where it is necessary to choose between several applications for sabbatical leave from the same department or unit, preference shall not be given based on salary or rank but instead on the merit of the application. In cases where it is necessary to choose between several applications for sabbatical leave from the same department or unit, preference shall not be given based on salary or rank.

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# Section 43. Sabbatical Pay.

Nine-month bargaining unit faculty members on approved sabbatical leave shall be paid as follows while on leave:

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- (a) One-term sabbatical: 100% of base salary;
- (b) Two-term sabbatical: <u>85</u>90% of base salary; and 89 90
  - (c) Three-term (one academic year or full) sabbatical: 7780% of base salary.

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Twelve-month bargaining unit faculty members on approved sabbatical leave shall be paid as follows while on leave:

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- 95 (a) Four-month sabbatical: <u>95</u><del>100</del>% of base salary;
  - (b) Eight-month sabbatical: 8090% of base salary; and
- 97 (c) Twelve-month sabbatical (full): 7580% of base salary.

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The base salary rate for a <u>bargaining unit</u> faculty granted sabbatical shall be determined using the annual salary rate in effect at the time when the leave begins.

Bargaining members on sabbatical shall be eligible for all compensation adjustments.

Faculty on sabbatical shall still be eligible for pay increases due to step (years of service),

promotion, post-tenure review raises, cost of living adjustments, and merit increases during their time on sabbatical.

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### Section 4. Availability.

Every year, Oregon Tech the Employer shall make available to support available for the equivalent of at least 1510 full year 9 mo sabbaticals of eligible faculty for full sabbatical leaves. Unused sabbatical funds from one year shall roll over to the next year, for a period of three years. Approval of sabbatical leave proposals shall be limited to the number of sabbatical leaves authorized in a year.

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### Section 5. Multiple-term Sabbaticals.

Faculty members applying for two-<u>terms</u> or <u>morethree-term</u> sabbaticals will be allowed to divide their sabbaticals among two or three consecutive academic years, subject to approval by the Dean and Provost.

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#### Section 6. Sabbatical Benefits.

All benefits will continue to be paid as usual during a sabbatical leave. If alternative insurance is required to cover a bargaining unit faculty member during the period of sabbatical leave (due to international travel, etc.), the Employer shall pay the equivalent amount toward that insurance as would otherwise be paid toward PEBB insurance. Any difference in the amount required for an alternative health insurance shall be paid by the bargaining unit member.

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## Section 7. Sabbatical Leave Reports.

- 125 <u>TAt the end of the sabbatical leave, the bargaining unit faculty member shall submit a written</u>
- 126 report of the accomplishments and benefits resulting from the leave, filing copies with the
- Department Chair, Dean, and Provost within thirty (30) days from the start of the academic term after returning from sabbatical leave.
- 129 After returning from sabbatical leave, the bargaining unit faculty member must submit a written
- report of the accomplishments and benefits resulting from the leave, aligned to applicant's intended
- sabbatical goals and objectives. This report is needed both for the record and as a justification of the
- value of the sabbatical leave program. The report is to be filed with the Provost, with a copy to the
- 133 <u>Department Chair and the Dean, within the timeline specified in the application.</u>

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## Section 8. Obligation to Return.

- Each <u>bargaining unit</u> faculty member, in applying for sabbatical leave, shall sign an agreement to return to the institution for a period of at least one academic year (9-month faculty) or one year (12-
- month faculty) upon completion of the leave.

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140	If a <u>bargaining unit</u> faculty member fails to fulfill this obligation <u>or voluntarily separates from</u>
141	employment with Oregon Tech prior to expiration of one (1) academic year following the return
142	from the sabbatical leave, the faculty member shall repay the full salary paid during the sabbatical
143	leave plus the health care and retirement contribution (aka OPE, other payroll expenses) paid by
144	Oregon Tech the Employer on behalf of the faculty member during the leave. This amount is due
145	and payable within three (3) months following the date designated in the sabbatical agreement for
146	the bargaining unit faculty member to return or the date of separation, whichever is earlier, unless
147	another time is mutually agreed to in writing between Oregon Tech and the bargaining unit faculty
148	member.
149	This amount is due and payable within three months following the date designated in the sabbatic

This amount is due and payable within three months following the date designated in the sabbatical agreement for the faculty member to return to the institution or within three (3) months after the date of separation of employment. In cases of unforeseen circumstances that may prevent a bargaining unit faculty member from returning to the institution as outlined in this Section, the faculty shall not be required to repay salary or other benefits under this Article. Bargaining unit members Faculty shall inform the Employer of such circumstances, to the best of their abilities.

### Section 9. Supplementary Pay.

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Bargaining unit members may supplement their sabbatical salaries, consistent with stipulations made in Article [x] on Outside Activities. <u>Bargaining unit faculty members may supplement their sabbatical salaries to a reasonable degree, provided such supplements align with the goals of the approved sabbatical, and provided it is approved in writing by the Provost or designee.</u>