# ARTICLE [x]. SABBATICAL LEAVE

23 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 faculty member will use the time in a manner which will provide increased service to the institution either through study and research, writing, advanced study, or travel related to the applicant's field or professional activities.

## Section 1. Eligibility.

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

 (a) After having been continuously appointed without interruption by a sabbatical leave for at least 18 academic quarters (excluding Summer Session) or, in the case of 12-month faculty, at least 72 months;

(b) After having accumulated the equivalent of 6.0 FTE years over an indefinite period of 9-month or 12-month appointments, uninterrupted by a sabbatical leave.

Any authorized or protected leave of absence will not prejudice the faculty member's eligibility for sabbatical leave. 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.

 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, Dean and Provost, and a Faculty Senate committee on Sabbaticals. Recommendations Decisions to award sabbaticals shall be submitted to the Provost made by the the appropriate Chair, Dean and Provost, and three faculty representatives designated by Faculty Senate committee on Sabbaticals. Metrics for evaluating sabbatical applications shall be established by the Faculty Senate committee on Sabbaticals, and shall be communicated to the faculty apriori of the application deadline.

 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 appliesy. 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 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.

Sabbatical leave may be delayed up to two years at the discretion of the Provost. In such cases the applicant shall be notified no later than the end of the Winter term of the current academic year that

48 <u>is prior to the start of the sabbatical. The bargaining unit faculty member will become eligible for a</u>
49 <u>succeeding sabbatical leave after an equivalently reduced period of years.</u>

When signed by all parties, the Application for Sabbatical Leave becomes a binding contract.

52 Revisions to the terms and conditions of the agreement must be agreed to by all parties to the

53 <u>original agreement. Sabbatical leave may be delayed up to two years at the discretion of the Provost.</u>

#### Section 2. 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. 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.

### Section 3. Sabbatical Pay.

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

- (a) One-term sabbatical: 100% of base salary;
- (b) Two-term sabbatical: <u>8590</u>% of base salary; and
- (c) Three-term (one academic year or full) sabbatical: 7780% of base salary.

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

- (a) Four-month sabbatical: 95100% of base salary;
- (b) Eight-month sabbatical: 8090% of base salary; and
- (c) Twelve-month sabbatical (full): 7580% of base salary.

The base salary rate for a faculty granted sabbatical shall be determined using the annual salary rate in effect at the time when the leave begins.

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.

# 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.

## 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.

<sup>\*</sup>OT-AAUP reserves the right to add to, modify, or amend proposals during the course of negotiations.

#### 95 Section 6. Sabbatical Benefits.

All benefits will continue to be paid as usual during a sabbatical leave. If alternative insurance is required to cover <u>a</u> 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.

### Section 7. Sabbatical Leave Reports.

At the end of the sabbatical leave, the faculty member shall submit a report of the accomplishments and benefits resulting from the leave, filing copies with the Department Chair, Dean, and Provost.

#### 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.

If a <u>bargaining unit</u> faculty member fails to fulfill this obligation <u>or voluntarily separates from employment with Oregon Tech prior to expiration of one (1) academic year following the return from the <u>sabbatical leave</u>, the faculty member shall repay the full salary paid during the leave plus the health care and retirement contribution (<u>aka OPE</u>, other payroll expenses) paid by <u>Oregon Tech the Employer</u> on behalf of the faculty member during the leave. This amount is due and payable <u>within</u> three months following the date designated in the sabbatical agreement for the faculty member to return to the institution <u>or within three (3) months after the date of separation of employment</u>. In cases of unforeseen circumstances that may prevent faculty 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. <u>Bargaining unit members Faculty</u> shall inform the Employer of such circumstances, to the best of their abilities.</u>

#### Section 9. Supplementary Pay.

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</u> 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.