

Black text – original

Orange text – OTAAUP suggested additions

Orange strikethrough – OTAAUP suggested deletions

Changes both parties have agreed to

Article 12: Sabbatical Leave

Section 1. Oregon Tech understands that sabbaticals are an important contributor to the development, recruitment, and retention of bargaining unit members. Thus, sabbatical leaves are a privilege extended by Oregon Tech for the purpose of strengthening the academic programs of Oregon Tech while also contributing to encouraging the professional development of the eligible tenured bargaining unit member through in research scholarship, creative activity, teaching, advanced study, and/or leadership within their primary discipline. ~~as per OT Policy 580-021-200.~~ A tenured bargaining unit member must demonstrate that they are capable of using the sabbatical period in a manner which will thereafter increase the member's effectiveness and contributions to Oregon Tech. The Provost, or designee, shall have the sole discretion to approve applications for sabbatical leave.

Section 2. Eligibility. A bargaining unit member who is tenured or career professional track bargaining unit members who have been promoted and are on year 1 of a rolling contract may be considered eligible for sabbatical leave* under the following circumstances:

- a) After having been continuously employed appointed without interruption by a sabbatical leave for at least eighteen (18) academic terms (excluding Summer Term) or, in the case of 12-month faculty, at least seventy-two (72) months; or
- b) After having accumulated the equivalent of six (6) full-time years of employment over an indefinite period of 9-month or 12-month appointments, uninterrupted by a sabbatical leave.

* indicates bargaining unit members may apply as early as the Winter term of that 6th year

- c) A protected leave of absence will not prejudice the tenured bargaining unit member's eligibility for sabbatical leave. ~~Tenured b~~Bargaining unit members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in subsection (a) or (b), above. Under extraordinary circumstances, a tenured bargaining unit member may submit to the Provost in writing a request for an exception to the terms outlined in this Section.

~~As department chairs are not bargaining unit members, they are not eligible to apply for sabbatical under this Article. Elected chairs who will be ending their term and returning to the faculty ranks may apply under this Article during the final Winter term of their elected term if and only if no other bargaining unit member from their department is applying, to avoid the appearance of any conflict of interest.~~

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Section 3. Application for Sabbatical. ~~Tenured b~~Bargaining unit members who meet the sabbatical eligibility standard in Section 2; above; shall follow the Sabbatical Application Instructions (Appendix) and complete both a Sabbatical Leave Application and a Sabbatical Course Coverage Plan in order to receive full consideration. ~~complete the official application form available on the Provost's website, attach a current curriculum vitae, and submit the application to their Department Chair or appropriate administrative officer.~~

~~No later than the end of the seventh week of each fall term, the Provost's Office will send an email to all faculty that specifies the availability and location of these three required documents. These documents will be posted on TechWeb, under Faculty/Forms and Guidelines. Tenured b~~Bargaining unit members interested in applying shall respond to the Provost's Office (CC dept chair) by the end of the eighth week to confirm their eligibility. The Provost Office will confirm eligibility by the end of the ninth week of fall term.

~~Tenured b~~Bargaining unit members shall complete their application and submit all of the required materials to their Department Chair or appropriate administrative officer. The application must be approved and signed by both the Chair (or appropriate administrative officer) and the Dean before being submitted to the Provost's Office. Applications must include a coverage plan, developed with the Chair and approved by the Dean. Applications thus approved must be submitted to the Provost's Office no later than the end of the ~~first~~ second week of winter term.

In applying for sabbatical leave, a ~~tenured~~ bargaining unit member shall also sign an agreement to return to Oregon Tech for a period equivalent to the number of terms spent ~~on of at least one academic year or twelve (12) months (depending on appointment) on completion of the~~ sabbatical, or repay the salary provided pursuant to Section 5, below. Sabbatical leave must begin and end with an academic term.

Section 4. Decision. The Department Chair or appropriate administrative officer will review the application specifically in terms of the proposed sabbatical's contribution to their unit. The Department Chair or appropriate administrative officer, in consultation with the College Dean, will also ~~shall~~ discuss a plan to cover the duties of the bargaining unit members during the term of the requested sabbatical. If a plan is developed after such consultation, it shall be submitted to the Provost, along with the application for sabbatical leave, for a final decision. If a plan is unable to be developed, the application shall not be forwarded to the Provost's Office for further review.

A Sabbatical ~~C~~committee; comprising the College Deans, ~~two of four~~ three ~~of five~~ tenured ~~or promoted career professional non-tenure track~~ faculty members appointed by the Faculty Senate Executive Committee ~~nominated by the Faculty Senate~~, and one Provost appointee who will serve as the committee chair, will be charged by the Provost to provide them with recommendations ~~to the provost~~ for sabbatical leave. ~~This committee's members shall be announced during the December~~

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~~Faculty Senate meeting.~~ Approval of sabbatical leave proposals and the number of sabbatical leaves authorized shall be the sole discretion of the Provost. ~~Tenured b~~Bargaining unit members will be informed of the Provost's decision no later than the end of the tenth week of winter term.

Applicants shall receive meaningful feedback on their proposal, particularly feedback for areas of improvement on proposals that are not approved.

More than one ~~tenured~~ bargaining unit member from the same department can be approved for sabbatical leave during the same academic year. Approvals shall be based on the merits of applications, as determined by the Sabbatical Committee rankings, as described above.

~~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 sabbatical applications have equal merit, a bargaining unit member who has more time in service since their last sabbatical leave will be given highest priority for the award of sabbatical leave. ~~No other contingencies shall be placed when awarding a sabbatical.~~

Once the term of the sabbatical leave is approved, such shall not be changed unless extenuating circumstances are presented in writing to the Provost at least one (1) full term prior to the requested date to return from the current sabbatical leave. If the Provost determines that extenuating circumstances exist to return the ~~tenured~~ bargaining unit member from their sabbatical leave earlier than previously approved or to extend the length of the sabbatical only the Provost shall approve the request and determine whether or not to apply the salary rate in Section 6, below, for the newly approved term.

Section 5. Return from Sabbatical Leave. Within thirty (30) days from the start of the academic term after returning from sabbatical leave, ~~and a presentation is due within the academic term that they return,~~ the ~~tenured~~ bargaining unit member must submit a written report of the accomplishments and benefits resulting from the leave aligned to their ~~proposed 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 Department Chair and the College Dean, ~~within the timeline specified in the application.~~ With the approval of the ~~tenured~~ bargaining unit member who is granted and successfully completes a sabbatical, their initial proposal and/or final report will be made available via the Oregon Tech website for the purpose of faculty's professional development.

If a ~~tenured~~ bargaining unit member fails to fulfill this obligation or separates from Oregon Tech's employment either during the sabbatical leave or prior to expiration of ~~the equivalent terms on leave one academic year or twelve (12) months (depending on appointment)~~ following return from the sabbatical leave, they shall repay the full salary paid by Oregon Tech on their behalf during sabbatical leave, ~~during the leave~~ including other payroll expenses ("OPE") (i.e., health care

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contributions, retirement contributions, etc.) ~~paid by Oregon Tech on their behalf during the sabbatical leave.~~ This amount is due and payable within three (3) months following the date designated in the sabbatical agreement for the **tenured** bargaining unit member to return to Oregon Tech or the date of separation, whichever is earlier, unless another time is mutually agreed to in writing between the University and **tenured** bargaining unit member. Under extraordinary circumstances, a **tenured** bargaining unit member may submit to the Provost in writing a request for an exception to the terms outlined in this Section.

Section 6. Salary. ~~Tenured~~ bargaining unit members on approved sabbatical leave shall receive salary as follows while on leave:

- a) One-term sabbatical: 85% of base salary;
- b) Two-term sabbatical: 75 ~~80~~% of base salary;
- c) Three-term sabbatical (for 9-month or 12-month faculty) or four-term sabbatical (available only for 12-month faculty): ~~70~~~~60~~ **75**% of base salary.

The rate used to determine a bargaining unit member's sabbatical salary shall be the base salary rate in effect at the time when the leave begins.

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

Section 7. Supplementing of Sabbatical Incomes. ~~Members on sabbatical leave may supplement their sabbatical salaries to a reasonable degree, provided that such supplementation strictly conforms to the stated and approved purposes of the sabbatical leave. Sabbatical leaves shall not be used for the purpose of carrying out the paid duties of a member of Oregon Tech, another college or university. ~~Tenured~~ ~~b~~ Bargaining unit members may supplement their sabbatical salaries consistent with the stipulations made in Article 10: Outside Activities. Sabbatical leaves shall not be used for the purpose of carrying out paid duties of a member at Oregon Tech, another college or university. Sabbatical leaves shall not be used for the purpose of carrying out the paid duties of a member at Oregon Tech, another college or university, or to complete requirements for a college degree. Bargaining unit members may supplement their sabbatical salaries, consistent with stipulations made in Article X: Outside Activities.~~

Section 8. Benefits. ~~Tenured~~ ~~b~~ Bargaining unit members shall remain benefits eligible during the approved sabbatical leave. If alternative health insurance is required to cover a **tenured** bargaining unit member during the approved period of sabbatical leave (due to international travel, etc.), Oregon Tech shall pay the equivalent amount toward that insurance as it would otherwise ~~pay~~ ~~be~~ ~~paid~~ towards Oregon Tech provided health insurance, provided that the bargaining unit member is not double covered by both health insurance plans. Any difference in the amount required for an alternative health insurance plan shall be paid by the bargaining unit member.

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