2019 OIT/OTAAUP Negotiations Oregon Tech Counter Proposal* October 22, 2020

Article ___: Sabbatical

Section 1. 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 tenured bargaining unit member in scholarship, creative activity, and teaching, and leadership. A tenured bargaining unit member must demonstrate they are capable of using the sabbatical period in a manner which will

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consultation, it shall be submitted to the Provost, along with the application for sabbatical leave, for 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 committee, comprising the academic deans, two of four tenured faculty members nominated by the Faculty Senate, and one provost appointee who will serve as committee chair, will be charged by the Provost to provide recommendations to the provost for sabbatical leave. Approval of sabbatical leave proposals and the number of sabbatical leaves authorized shall be the sole discretion of the Provost and the number of sabbatical leaves authorized. 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.

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 Aafter returning from sabbatical leave, the tenured bargaining unit 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 Department Chair and the Dean, within the timeline specified in the application.

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 one (1) year following return from the sabbatical leave, they shall repay the full salary paid during the leave including OPE (other payroll expenses) ("OPE") (i.e., health care contributions, retirement contributions, etc.) paid by the University 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 the University 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.

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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% of base salary; and
- (c) Three-term (one academic year or full) sabbatical: 60% 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 members on sabbatical shall still be eligible for all compensation adjustments.

Section 7. Supplementing of Sabbatical Incomes. Sabbatical leaves shall not be used for the purpose of carrying out the paid duties of a member at <u>Oregon Tech</u>, another college or university, or to complete requirements for a <u>college higher</u> degree. Unless approved in writing by the Provost, or designee, tenured bargaining unit members on sabbatical leave may only supplement their sabbatical salaries to one hundred percent (100%) of their base salary.

Section 8. Tenured 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 be paid towards the university 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 the tenured bargaining unit member-shall pay that amount.

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