UNITED ACADEMICS COUNTERPROPOSAL (4/18/2024) 1 2 UNIVERSITY OF OREGON COUNTERPROPOSAL (2/15/2024) 3 4 **Document Kev** UA new | UA deletion | UO new | UO deletion | Accepted | Deleted | Status Quo | Restored 5 6 7 ARTICLE 33. SABBATICAL 8 9 Section 1. A bargaining unit faculty member may apply for sabbatical leave for purposes of research, writing, advanced study, and travel undertaken for observation and study of conditions 10 in our own or in other countries affecting the applicant's field or related scholarly or professional 11 activities. Sabbatical leave is granted to eligible bargaining unit faculty members when their 12 application demonstrates they will use this period in a manner which will thereafter increase the 13 applicant's effectiveness to the university. Only the Office of the Provost can approve 14 applications for sabbatical leave. Applications by eligible bargaining unit faculty members shall 15 not be unreasonably denied. 16 17 18 Section 2. Eligibility. To be eligible to apply for sabbatical a bargaining unit faculty member must have been successful in their most recent major review or have an approved development 19 plan in which sabbatical leave will allow them to be successful in a subsequent review. A 20 bargaining unit faculty member at 0.5 FTE or greater in the Tenure-Track and Tenured or Career 21 classification at a promoted rank or in a single-rank category who will satisfy the timing 22 23 requirements of Section 3 is eligible to apply for sabbatical leave. 24 25 Bargaining unit faculty members with funding-contingent appointments, except those in the 26 Research Professor category who satisfy the criteria above, are ineligible for sabbatical leave. Bargaining unit faculty members with an agreement to retire are ineligible for sabbatical. 27 28 29 **Section 3. Timing.** Approved sabbatical leave may be taken by a bargaining unit faculty member after having been continuously employed at the university in a Tenure-Track and Tenured or 30 Career position for 18 quarters (excluding Summer Session) or, in the case of 12-month faculty, 31 72 months, which will be measured from their start date in an eligible classification or the 32 beginning of the quarter or month following their most recent sabbatical. 33 34 35 Employment shall be considered continuous whether or not interrupted by one or more authorized leaves of absence other than a sabbatical leave. The minimum timing for sabbatical 36 eligibility will be increased by the length of leave without pay taken by a bargaining unit faculty 37 member. An authorized leave of absence will not prejudice the bargaining unit faculty member's 38 approval for sabbatical leave. 39 40 Cases involving mixed terms of service may be adjusted by the Office of the Provost, in 41 42 accordance with the principles set forth in this Article. 43 44 Section 4. Applying for Sabbatical. Applicants for sabbatical leave must present a careful 45 statement of plans for the leave period and a justification of the leave in terms of the criteria stated above. Sabbatical plans must include a description of work and outcomes closely aligned 46

with the applicant's position and scope of duties. The request must be accompanied by an official

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application form, a curriculum vitae, and a description of current teaching; scholarship, research, and creative activity; service; and other professionally relevant activities, and a copy of the report on the applicant's last sabbatical described in Section 8 (if this is not the applicant's first sabbatical).

Section 5. Delays. In consultation with a bargaining unit faculty member, a sabbatical leave may be delayed for up to two years by the Office of the Provost for reasons of institutional convenience. Such notice shall be delivered in writing to faculty members with an indication of subsequent eligibility. In such instances the faculty member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years. Special consideration shall be given to bargaining unit faculty members awarded fellowships that cannot be postponed beyond the period for which they were awarded.

Section 6. Duration and FTE. Bargaining unit faculty members may apply for sabbatical with the durations specified below. Sabbatical must be taken in consecutive terms. FTE while on sabbatical is calculated as follows:

 $Maximum\ Sabbatical\ FTE\ x\ Annualized\ FTE\ Rate = Actual\ Sabbatical\ FTE$

Maximum FTE corresponds to the sabbatical duration in the table below. The annualized FTE rate is the regular annualized FTE of the bargaining unit faculty member. FTE for a given sabbatical cannot exceed a bargaining unit faculty member's regular annualized FTE.

Sabbatical Duration	Maximum Sabbatical FTE
One academic year (9-month appointments); or Nine to twelve months (12-month appointments)	60 % 75 70%
Two-terms (9-month appointments); or Five to eight months (12-month appointments)	75% 85 80%
One-term (9-month appointments); or Zero to four months (12-month appointments)	100%

Section 7. Remaining Course Load. Bargaining unit faculty members who take a one- or two-term sabbatical will have the following remaining course load for the academic year impacted by sabbatical leave:

Base Course Load	Remaining Course Load	
	One-Term Sabbatical	Two-Term Sabbatical
12	8	4
11	7	3
10	6	3
9	6	3
8	5	2

7	4	2
6	4	2
5	3	1
4	2	1
3	2	1
2	1	0
1	0	0

Section 8. Sabbatical Report. At the end of the sabbatical leave, the bargaining unit faculty member shall submit a report of the accomplishments and benefits resulting from the leave to the department head, the dean, and the Provost.

Section 9. Return Service Requirement. Each bargaining unit faculty member, in applying for sabbatical leave, shall sign an agreement to return to the university for a period of at least one year's service, at or above their annualized FTE rate in Section 6, on completion of the leave. This one year of service cannot be fulfilled post retirement. If a bargaining unit faculty member fails to fulfill this obligation, they shall repay the full salary paid during the leave plus the health care and retirement contribution paid by the University on their behalf during the leave. This amount is due and payable three months following the date designated in the sabbatical agreement for the faculty member to return to the university.

 A signed sabbatical agreement is not a guarantee of post-sabbatical FTE or continued employment. If, at the University's initiative, a bargaining unit faculty members' post-sabbatical FTE is reduced, they are laid off (not for cause), terminated (not for cause), or they are hired or moved into a different role at the university, their return service obligation will be considered fulfilled.

Section 10. Supplementing of Sabbatical Incomes. To the extent approved in writing by the Office of the Provost, bargaining unit faculty 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.