UNIVERSITY COUNTERPROPOSAL
7-23-13

ARTICLE 32
SABBATICAL

Section 1. Sabbatical leave is granted to bargaining unit faculty for purposes of research, writing, advanced study, travel undertaken for observation and study of conditions in our own or in other countries affecting the applicant's field or related scholarly or professional activities. Sabbatical leave is granted when it can be shown that the applicant is capable of using this period in a manner which will thereafter increase the applicant's effectiveness to the university and to the state. Only the Provost or designee can approve applications for sabbatical leave.

Section 2. Eligibility. A bargaining unit faculty member appointed at .5 FTE or greater with the rank of Senior Instructor I or II, Senior Lecturer I or II, Associate Professor, Professor, Senior Research Assistant I or II, Senior Research Associate I or II, Associate Research Professor, Research Professor, Associate Librarian or Senior Librarian may be considered for sabbatical leave:

(a) After having been continuously appointed without interruption by a sabbatical leave for eighteen (18) quarters (excluding Summer Session) or, in the case of twelve-month faculty, seventy-two (72) months; or

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

(c) Prior service at the ranks of Instructor, Lecturer, Assistant Librarian, Research Assistant, Research Associate, or Assistant Research Professor, when leading to a promotion to a higher rank, may be considered as part of the period of accumulated service for the purposes of the time requirements for sabbatical eligibility.

A series of appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence other than a sabbatical leave. An authorized leave of absence will not prejudice the bargaining unit faculty member's eligibility for sabbatical leave.

Bargaining unit faculty members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in Section 2(a) or (b) above. Cases
involving mixed terms of service may be adjusted by the Provost or designee, in
accordance with the principles set forth in this Article.

Section 3. Applying for Sabbatical. Applicants for a sabbatical leave must present a
careful statement of plans for the leave period, and a justification of the leave in terms of
the criteria stated above. The request must be accompanied by an official application
form, a curriculum vitae, and a description of current teaching, scholarship, research and
creative activity; service; and other professionally relevant activities.

Section 4. For institutional convenience, and at the initiative and sole discretion of the
institution, a sabbatical leave may be delayed by up to two years. In such instances, the
faculty member will become eligible for a succeeding sabbatical leave after an
equivalently reduced period of years. This section applies to a maximum of fourteen (14)
consecutive years, covering two possible sabbatical leaves. The same agreement may be
agreed to in subsequent fourteen-year periods.

Section 5. Salary received by a faculty member during a sabbatical shall be calculated as
follows:

(a) Salary during sabbatical leave shall be a percentage determined under Section 5
(b) or (c) of this Article of the bargaining unit faculty member’s annual rate in
effect at the time the sabbatical leave begins. The percentage is determined by
multiplying the bargaining unit faculty member’s base salary rate at the time of
sabbatical leave by the average FTE at which the faculty member was appointed
during the 6.0 FTE years immediately prior to the sabbatical leave.

(b) For faculty on 9-month appointment, salary shall be:

i. One academic year (three terms) on 60% salary determined under
   Section 5(a);

ii. Two-thirds of a year (two terms) on 75% salary determined under
    Section 5(a);

iii. One-third of a year (one term) on 100% salary determined under
     Section 5(a).

(c) For faculty on 12-month appointments, salary shall be:

iv. One academic year (three terms) on 60% salary determined under
    Section 5(a);

v. Two-thirds of a year (two terms) on 75% salary determined under
   Section 5(a);

vi. One-third of a year (one term) on 100% salary determined under
    Section 5(a).
Section 6. 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 7. 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 on completion of the leave. If a bargaining unit faculty member fails to fulfill this obligation, he or she shall repay the full salary paid during the leave plus the health care and retirement contribution paid by the University on his or her 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.

Section 8. Supplementing of Sabbatical Incomes. To the extent approved in writing by the Provost or designee, 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.

Section 9. Effective Date. This Article applies to sabbaticals approved after the effective date of this Agreement.