

**Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
January 10, 2017**

Subject: Sabbatical Leaves

Recitals:

Sabbatical Leaves are discussed in Article 33 and Article 30 of the CBA. Sabbatical Leaves are detailed in PSU Standards 580-021-0200 through 0245. There are also guidelines for sabbatical leave on the OAA website. The parties wish to consolidate information sources about Sabbatical Leaves in one place in the CBA. This Article in the CBA supersedes PSU Standards 580-021-0200 for members of the bargaining unit.

Agreement:

Article 33 is replaced with the following:

ARTICLE 33. SABBATICAL LEAVE

Section 1: *Purpose of Sabbatical Leave*

Sabbatical leave is granted 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 a privilege and not a right. It is granted only when it can be shown that the applicant is capable of using this period in a manner that will thereafter increase the applicant's effectiveness to the University and to the state. 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 University either through study and research, writing, advanced study, or travel related to the applicant's field or professional activities.

Section 2: *Eligibility for Sabbatical Leave*

- (1) A member appointed at .5 FTE or more, with the rank of Senior Instructor I, Senior Instructor II, Assistant Professor, Associate Professor, Professor, Assistant Professor of Practice, Associate Professor of Practice, Professor of Practice, Research Associate, or Senior Research Associate I or Senior Research Associate II may be considered for sabbatical leave:
 - (a) After having been continuously appointed without interruption by a sabbatical leave for 18 academic quarters (excluding Summer Session) or, in the case of 12-month faculty, 72 months; or

- (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.
 - (c) Prior service at the ranks of Instructor or Research Assistant, when leading to a promotion to a higher rank, may be considered by the President or President's designee as part of the period of accumulated service for the purposes of the time requirement for sabbatical eligibility.
- (2) 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. A one-year period of appointment at less than .5 FTE will count as a period of accumulated service for purposes of the time requirement for sabbatical eligibility. An authorized leave of absence will not prejudice the member's eligibility for sabbatical leave. Members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in paragraphs (1)(a) or (b) above. Cases involving mixed terms of service may be adjusted by the President or the President's designee, in accordance with the principles set forth in this Article.
- (3) A member who has more than ten (10) years continuous full-time service since the last sabbatical leave may be given highest priority for the award of sabbatical leave.
- (4) If split sabbaticals are approved, eligibility for sabbatical shall be calculated as if the terms of leave were taken consecutively starting with the first term of the sabbatical.
- (5) For the University's convenience, and at the initiative and sole discretion of the University, a sabbatical leave may be delayed by up to two years. In such instances, the member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years. This section applies to a maximum of 14 consecutive years, covering two possible sabbatical leaves. The same agreement may be negotiated, again for University convenience, in subsequent 14-year periods.
- (6) Sabbatical leave privileges may be granted to employees in special positions of responsibility and trust, even though they do not hold academic rank. Eligibility for this class of employees will be determined in the manner described in subsection (1) above. Recommendations for sabbatical leave for such members not otherwise qualified may be made in exceptional cases only at the discretion of the President or the President's designee.
- (7) For purposes of determining eligibility for sabbatical leave, time spent on an authorized military leave from the University shall be considered as institutional service.

Section 3: *Salary during Sabbatical Leave*

Effective September 16, 2017¹, salary received by member during a sabbatical shall be

¹ Prior to September 16, 2017, salary received by academic-ranked faculty members on sabbatical leave shall be as provided in former Oregon University System OARs 580-021-0200 et seq.

calculated as follows:

- (1) Salary under subsection (1)(a) of Section 2 of this Article shall be the percentage provided in Section 8 of Article 30 (SALARY AND RETIREMENT) of the member's annual rate multiplied by the average FTE at which the member was appointed during the 6.0 FTE years immediately prior to the sabbatical leave. The Presidents or President's designee shall have the authority and discretion to interpret special circumstances in this regard. For purposes of this subsection, eligibility years are the 18 academic quarters (excluding Summer Session) or in the case of 12-month faculty, 72 months of continuous employment at half-time or more that result in the member's eligibility for sabbatical leave.
- (2) Salary under subsection (1)(b) of Section 2 of this Article shall be the percentage provided in Section 8 of Article 30 (SALARY AND RETIREMENT) of the member's annual rate in effect at the time the sabbatical leave begins.
- (3) If during the period of sabbatical leave the University allocates salary increases to its members, the annual rate of the member on sabbatical leave will be increased by the appropriate amount effective on the date that the salary increase was granted.
- (4) 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 4: *Procedures Related to Sabbatical Leave*

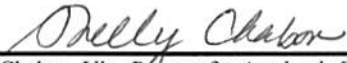
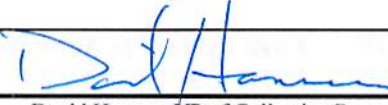
- (1) Sabbaticals are a privilege, not a right. The University shall fairly consider all sabbatical requests, including any request to split a sabbatical over more than one academic year. In cases where it is necessary to choose between several applications for sabbatical leave from the same department or unit, preference will not be given based on salary.
- (2) An application for sabbatical is to be submitted to the relevant Dean's office pursuant to the deadlines established and posted by the Dean's office. The Dean is to provide notice of the Dean's decision to the faculty member, department chair and the Office of Academic Affairs (OAA) and submit any approved sabbatical applications to Human Resources (HR) no later than one term prior to the start of the sabbatical.
- (3) Deans may consider how sabbatical leaves for associate professors contribute to their advancement to the rank of full professor.
- (4) If a request for a sabbatical is denied by the Dean, the member may appeal that decision to the Provost. The member should include in the appeal a rationale for the appeal and a description of the negative impact of the denial.
- (5) Faculty members must submit Sabbatical Leave Reports of Accomplishments, due midway through the term of return to the relevant Department Chair with a copy to the Dean.

Section 5: *Obligation to Return Following Sabbatical*

Each member, in applying for sabbatical leave, shall sign an agreement to return to the University for a period of at least three academic terms of service on completion of the leave. Summer term may, at the University's discretion, be counted as an academic term for this purpose. If a member fails to fulfill this obligation, the member shall repay the full salary paid during the leave plus the health and retirement contributions paid by the University on behalf of the member during the leave. This amount is due and payable three months following the date designated in the sabbatical agreement for the member to return to the University.

This MOU shall become an addendum to the CBA. When the contract is re-printed, the Article 33 as herein described shall replace the current language in the CBA unless it is incorporated in a comprehensive leave article as described in LOA #13, or unless modified or replaced in bargaining for the successor agreement.

PSU-AAUP withdraws its Division A grievance submitted on February 22, 2016.

<u>For the University</u>	<u>For the Association</u>
 _____ Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	 _____ David Hansen, VP of Collective Bargaining
<u>1/18/17</u> _____ Date	<u>11/18/17</u> _____ Date