

ARTICLE XV - SABBATICAL LEAVE

A. REAFFIRMATION

The parties reaffirm their mutual commitment to support the professional development and growth of individual members of the bargaining unit; and to that end they similarly reaffirm their commitment to the granting of sabbatical leaves in accordance with the provisions of this Article.

B. ELIGIBILITY

The provisions of this Article shall apply to all full-time faculty members and librarians; provided that such employees have served at one or another of the State Colleges for at least seven (7) years, exclusive of the periods of any unpaid leaves of absence, after entering any such service and since the termination of their last such leave. For purposes of determining the eligibility for sabbatical leave of any member of the bargaining unit, the parties shall compute the number of years of such member's service in accordance with the practice for doing so which, at each College, was in effect at such College on April 23, 1987.

The provisions of this Article shall also apply to part-time members of the faculty at the Massachusetts College of Art who have held a part-time appointment of not less than one-half time consecutively for a pro-rata period equivalent to at least seven years of full-time service, exclusive of the periods of any unpaid leaves of absence, after entering any such service and since the termination of their last such leave.

Except as otherwise provided above, the provisions of this Article XV shall be of no application to any person holding an appointment to a part-time position in the bargaining unit, nor shall they apply to any Library Associate or to any Library Assistant.

The granting of sabbaticals shall be subject to the funding and to the procedures provided in this Article, and during the term of this Agreement no other quota limiting the number of sabbaticals to be granted shall govern eligibility.

No member of the bargaining unit shall be denied a sabbatical due to insufficient funds where the course or courses to be taught or the duties to be assumed are not deemed to be essential in accordance with the procedures provided in this Article.

C. TERMS

Sabbatical leave shall be for purposes of study and research and may be granted for either a period of one (1) year at half pay for such period or a period of a half-year at full pay for such period.

No person to whom a sabbatical leave has been granted shall, during the period of such leave, be eligible or permitted to teach as a part-time member of the faculty in the day program at any College.

Prior to the Board's granting any sabbatical leave, the unit member must enter into a written agreement with the Board of Trustees that, upon the termination of such leave, he/she will return to the service of the College for a period equal to twice the length of such leave and that, in default of the completion of such service, he/she will refund to the Commonwealth, unless excused therefrom by the Board of Trustees for reasons satisfactory to it, an amount equal to such proportion of the salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of the services agreed to be rendered.

Upon completion of any sabbatical leave the member of the bargaining unit to whom it was granted shall submit to the Vice President for his/her approval an appropriate written summary of the work undertaken and accomplished relative to the purpose or purposes for which the sabbatical leave was granted.

Whenever the Vice President shall require additional information previously not submitted in the aforementioned summary, the Vice President shall communicate his/her reasons therefore in writing to said member of the bargaining unit.

The application for and approval of sabbatical leaves shall be done in accordance with the applicable academic personnel calendar attached hereto as Appendix M.

D. APPLICATION AND APPROVAL

No later than October 1 of each academic year, each member of the bargaining unit who wishes to do so shall submit to his/her Department Chair or to the Director, Library, as the case may be, a written proposal setting forth the purposes for which the sabbatical leave is sought.

Thereafter the Department Chair or the Director, Library, as the case may be, shall submit each such application, together with his/her written recommendation, to the Vice President in accordance with the applicable personnel schedule.

The Vice President, after consultation with the Department Chair or the Director, Library, as the case may be, shall determine which course or courses or other professional duties or services among those that would otherwise be taught or assumed by the member of the bargaining unit are deemed essential to the curriculum of the department or to a program or service at the College.

The Vice President shall further determine whether such course or service or other professional duties or services so deemed essential are able to be taught or assumed by other members of the bargaining unit at the College without creating a workload in excess of that provided for in Article XII of this Agreement.

Thereafter, the Vice President shall submit a written recommendation to the President concerning each such application. He/she shall also transmit the application itself and the recommendation of the Department Chair or the Director, Library, as the case may be, to the President.

In determining which courses are essential, the President shall ensure that the quality of education to be provided to students shall not be diminished by the granting of any sabbatical leave.

E. FUNDING/IMPLEMENTATION

Whenever the President shall have determined that any essential course, duty, or service cannot be so taught or assumed, the President shall make available any savings that may be realized from the granting of a sabbatical for a full year.

The approval, funding and implementation of every such sabbatical leave is contingent upon the availability of moneys to be used solely for the purpose, to the extent necessary, of employing qualified temporary or part-time personnel to teach such essential courses, assume such essential duties or render such essential services during the absence of any member of the bargaining unit who shall have been granted a sabbatical leave.

Subject to the foregoing provisions of this Article, sabbatical leaves shall be granted by the Board of Trustees, upon the recommendation of the President, or by the President as its designee.

In any case in which a Board of Trustees acts upon the granting of sabbatical leaves, the President shall first transmit to the Board his/her written recommendations in that regard, which recommendation shall contain statements of his/her reasons for the making of each such recommendation. Whenever the Board shall not have accepted any such recommendation of the President, it shall set forth its reasons therefor fully and completely.

Following the granting of sabbatical leaves, each applicant shall be notified of the decision with respect to his/her application.

F. DEFERRAL

Whenever, for compelling reasons, a unit member is unable to carry out the purposes of his/her sabbatical leave when granted, such unit member may, with the approval of the President of the College, defer the taking of his/her sabbatical leave for a period not to exceed four (4) academic semesters commencing with the first academic semester during which such sabbatical leave would otherwise have been taken.