

LEAVES

A9.430 PROFESSIONAL IMPROVEMENT LEAVES FOR APT PERSONNEL

1. Purpose. To provide a mean for APT personnel to pursue individual advancement which directly benefits both the individual and the University in accordance with Section 304-11 HRS, Faculty and the corresponding Article of the Unit 08 Collective Bargaining Agreement.
2. Objective. To prescribe the criteria and procedures under which APT personnel may apply for professional improvement leave.
3. Applicability/Responsibility. This instruction applies to APT employees of the University. Individuals shall request professional improvement leaves through their immediate supervisor. Supervisors shall determine eligibility requirements for professional improvement leaves and if endorsed, submit the recommendations to the respective Vice President, Chancellor, Dean or Director who has been delegated authority by the President to approve leaves.
4. Eligibility/Conditions.
 - a. An employee must have served six continuous years on a full-time basis with the University to be eligible for such leave. Once a professional improvement leave has been granted and completed, an additional six years of service is required to again be eligible.
 - b. The leave shall not exceed one year. The period may be for up to six months at full pay or a year at half pay. If the leave is for a period of more than six months but less than a year, the employee shall be paid one-half year's pay prorated over the period of the leave.
 - c. The employee shall not accrue any vacation or sick leave credits during the period of such leave.
5. Application/Procedure.

- a. Applications shall be submitted by the individuals in memorandum form and should contain a description of the study, research or professional activity to be undertaken and the location.
 - b. Upon approval, the responsible administrator shall report the leave to the Board of Regents via the monthly transacting report.
6. Criteria. The following criteria shall be considered in recommending the approval of leaves:
- a. The purpose of the leave must be beneficial to the employee and the University.
 - b. The nature, length and pertinency of professional educational course work, research, or other professional activity which the employee plans to undertake during such leave must be consistent with the needs of the University.
 - c. The employee's absence must not adversely affect the operations of the work unit and the University.
 - d. The employee's work performance record and seniority (continuous length of service with the University) are such to warrant approval.
 - e. Funds are available within the employee's program of assignment.
7. Contractual Obligations. Before being granted such leave, the employee shall enter into a contract with the University in accordance with the corresponding Article of the Unit 08 Collective Bargaining Agreement (See UH Form 38 (PERS) Attachment A).
8. The employee shall submit a report on leave activities upon return to duty.
9. Failure to Complete Return Service Obligation. Employees who fail to return to service subsequent to a professional improvement leave or who do not complete two continuous years of service subsequent to a professional improvement leave are required to reimburse the University all compensation received during the leave period.

The following are guidelines in seeking reimbursement of all compensation received during the professional improvement

leave.

- a. Make earnest well-documented recovery attempts on behalf of the University:

Notify the employee in writing of his/her obligation to reimburse the University all compensation received during the leave, upon completion of the leave, or prior to completion of the return to service commitment. See attached Sample Letter 1.

- b. Should the employee fail to provide reimbursement or return service (two years for APT), verify with the Payroll Office the exact gross amount owed; then request in writing via certified mail with return receipt requested that the employee reimburse the University the specified amount. Request a response within thirty (30) days. See attached Sample Letter 2.

- c. Should the employee fail to respond within thirty (30) days:

- 1) Request, via the Vice President of Finance and Operations, that the Attorney General immediately file a complaint and issue a prejudgement garnishee summons. See attached Sample Letter 3.
- 2) If the individual is a member of the contributory retirement plan, request in writing that the Employees' Retirement System office "freeze" the specified amount in the employee's account. ERS can freeze the money for only 60 days. Inform the employee via certified mail with return receipt requested that a freeze has been placed on their account and reiterate the request for payment. See attached Sample Letter 4.

- d. Should an installment plan for reimbursement be necessary, the respective fiscal officer needs to contact the Central Accounting Office to establish a suspense account for deposit of each installment payment. The total repayment period should not exceed one year.

Attachment A

MEMORANDUM OF AGREEMENT

In accordance with Article pertaining to Professional Improvement Leaves of the Unit 08 contract, the undersigned agree that the following provisions shall apply in the Professional Improvement Leave for

(Employee)
subject to the approval of such leave by the Board of Regents:

1. The Employee shall agree to return to work upon termination of such leave or any other leave which may be granted by the Employer immediately following such leave. If the Employee fails to report for work upon termination of such leave and/or any other leave granted under this Agreement, he shall be considered to have resigned and shall refund all monies received while on such leave.
2. Upon return from such leave and/or any other leave granted under this Agreement, the Employee shall agree to work for a period of two(2) continuous years. If the Employee fails to do so, he shall refund all monies received from the Employer while on such leave.
3. The Employee shall be guaranteed a return to his or an equivalent position at the expiration of such leave and/or other leave granted under this Agreement. Upon the Employee's return, he shall receive the salary at the same rank and step that he had at the time of taking the leave including any negotiated pay increase.
4. The Employee shall not accrue any vacation or sick leave credits during the period of such leave.
5. Other provisions mutually agreed to by the Employer and the Employee as specified below:

The University of Hawaii

By _____
Vice President/Chancellor/Dean/
Director

Employee

Date

Date

Sample Letter 1

July 1, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. John Doe
4444 Halfpenny Lane
Meadow Park, TX 76310

Dear Mr. Doe:

I am in receipt of your letter indicating your intent to resign from the University of Hawaii without fulfilling the two-year return service obligation stipulated in the BU 08 collective bargaining agreement and the signed statement of understanding and compliance on the Application for Professional Improvement Leave, copies of which are attached for your reference. I am saddened by your decision to not return to UH and ask that you reconsider.

In the event that your decision is final, I regret to inform you that you must reimburse the University of Hawaii the full salary received while on professional improvement leave. Should you decide to execute a resignation, please forward to me a check payable to the University of Hawaii for the gross salary received while on professional improvement leave.

Sincerely,

Jack O'Hara
Dean

Attachments (Attachments 1 and 2)

cc: Payroll Office

ARTICLE 25 - PROFESSIONAL IMPROVEMENT LEAVE

A. For the purpose of improving professional services, the Employer shall encourage Employees to apply for and may grant professional improvement leaves of absence under conditions set forth in this Article.

B. An Employee who has served six (6) continuous years with the University shall qualify for such leave of absence. Such leave shall be for a period not to exceed one (1) year and should not be granted again to the same Employee until the Employee has served an additional period of six (6) continuous years with the University.

C. The Employer shall consider at least the following matters in reviewing a request for such leave:

1. The purpose of the leave is mutually beneficial to the Employee and the Employer;

2. The nature, length, and pertinency of professional educational course work, research, or other professional activity which the Employee plans to undertake during such leave are consistent with the needs of the University;

3. The Employee's absence will not adversely affect the operations of the unit and the University; and

4. The Employee's work performance record and seniority (continuous length of service with the University).

D. In the event a request for such leave is denied, the Employee may request and he and the Union shall be provided the reasons for the denial in writing from the Employer.

E. An Employee on professional improvement leave shall be paid while on such leave as follows:

1. If the leave is for a period not more than six (6) months, the Employee shall be paid his full pay.

2. If the leave is for a period of one (1) year, the Employee shall be paid one-half (1/2) of his full pay.

3. If the leave is for a period of more than six (6) months but less than a year, the Employee shall be paid one-half year's pay prorated over the period of the leave.

4. The pay of the Employee on professional improvement leave shall include any negotiated pay increase.

F. An Employee granted such leave may engage in other employment provided the primary purpose for which the leave was granted is met.

G. Before being granted such leave, an Employee shall enter into a contract with the Employer which shall provide for the following:

1. The Employee shall agree to return to work upon termination of such leave or any other leave which may be granted by the Employer immediately following such leave. If the Employee fails to report for work upon termination of such leave and/or any other leave granted under this Agreement, he shall be considered to have resigned and shall refund all monies received while on such leave.

2. However, the above paragraph G.1. shall be considered to have been waived should an Employee die or retires due to accident or illness. The above agreement to return to work shall be held in abeyance should an Employee meet with an accident or illness which causes him to be unable to perform his duties at work for an extended period of time, until such time as he is able to perform his duties at work.

3. Upon return from such leave and/or any other leave granted under this Agreement, the Employee shall agree to work for a period of two (2) continuous years. If the Employee fails to complete the first year he shall refund all monies received from the Employer while on such leave. If the Employee fails to complete the second year, all monies received from the Employer while on such leave shall be prorated over the two (2) year return period and the Employee shall refund such prorated monies for those months not served. The Employer and the Union, by mutual agreement, may waive or shorten the return period.

4. The Employee shall be guaranteed a return to his or an equivalent position at the expiration of such leave and/or any other leave granted under this Agreement. Upon the Employee's return, he shall receive the salary at the same pay range and step that he had at the time of taking the leave including any negotiated pay increase.

H. The Employee shall not accrue any vacation or sick leave credits during the period of such leave.

I. Any other provisions mutually agreed to by the Employer, the Employee, and the Union to be included in the contract.

<p>Sample Letter 1 Attachment 2</p>

MEMORANDUM OF AGREEMENT

In accordance with the Article pertaining to Professional Improvement Leaves of the Unit 08 contract, the undersigned agree that the following provisions shall apply in the Professional Improvement Leave for John Doe subject to the approval of such leave by the (Employee)

Board of Regents:

1. The Employee shall agree to return to work upon termination of such leave or any other leave which may be granted by the Employer immediately following such leave. If the Employee fails to report for work upon termination of such leave and/or any other leave granted under this Agreement, he shall be considered to have resigned and shall refund all monies received while on such leave.
2. Upon return from such leave and/or any other leave granted under this Agreement, the Employee shall agree to work for a period of two (2) continuous years. If the Employee fails to do so, he shall refund all monies received from the Employer while on such leave.
3. The Employee shall be guaranteed a return to his or an equivalent position at the expiration of such leave and/or other leave granted under this Agreement. Upon the Employee's return, he shall receive the salary at the same rank and step that he had at the time of taking the leave including any negotiated pay increase.
4. The Employee shall not accrue any vacation or sick leave credits during the period of such leave.
5. Other provisions mutually agreed to by the Employer and the Employee as specified below:

The University of Hawaii

By Jack O'Hara
Vice President/Chancellor/Dean/Director

DEC 12 1986

Date

John Doe
Employee

December 2, 1986

Date

Sample Letter 2

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

July 30, 1988

Mr. John Doe
 444 Halfpenny Lane
 Meadow Park, TX 76310

Dear Mr. Doe:

As stated in our letter to you dated July 1, 1988, your decision to resign while on professional improvement leave requires a full reimbursement of the salary paid to you retroactive to August 1, 1987. The reimbursement requirement is in accordance with the collective bargaining agreement and the professional improvement leave agreement signed by you on December 2, 1986.

The following is a brief summary of how the reimbursement amount of _____ was calculated:

Gross Payroll During the Period of
 08-01-87 to 07-31-88
 _____ x 12 months = _____
 (Monthly salary)

The Retirement System contributions and the voluntary deductions (medical, service dues, credit union, employee organization, and University Foundation, etc.) have been paid by the University and are not reversible.

If you are unable to make the reimbursement at this time, you may wish to have your professional improvement leave pay deducted from your retirement contribution. If this is the case, the following enclosed documents are necessary:

1. A letter to the Employees' Retirement System asking that a check in the amount of _____ be issued in your name and forwarded to my office, (see Attachment 1 for sample) and
2. A limited power of attorney authorizing me to deposit (cash) the check to satisfy your obligation to the University. Please be sure to have this form notarized. (Attachment 2)

It is requested that you return both documents to this office. We will ensure that they receive proper distribution.

* DELETE PARAGRAPHS IF EMPLOYEE HAS ALREADY WITHDRAWN CONTRIBUTIONS OR IS IN THE NON-CONTRIBUTORY RETIREMENT PLAN.

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Mr. John Doe
July 30, 1988
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Please remit the amount of the indebtedness via a cashier's check or money order to this office made payable to the University of Hawaii.

Please remember if the indebtedness is not satisfied within thirty (30) days from the date of this letter, we will refer this matter to the Department of the Attorney General of the State of Hawaii for legal action [and request that the State of Hawaii Employees' Retirement System place a hold on your retirement account].

If you have any questions, please feel free to contact me. Your cooperation in this matter will be appreciated.

Sincerely,

Jack O'Hara
Dean, College of Fine Arts

Attachments

cc: Payroll Office

[use this statement only if the employee is a member of the contributory plan]

Sample Letter 2
Attachment 1

Mr. Stanley Y. H. Siu
Administrator
Employees' Retirement System
888 Mililani Street, Suite 502
Honolulu, Hawaii 96813

Re: _____ (Employee's Name) _____, SSN _____ (Soc. Sec. No.) _____

Dear Mr. Siu:

I have agreed to reimburse the University of Hawaii the amount of _____
for failure to return to service following completion of my professional
improvement leave.

Enclosed please find the Acknowledgement of Indebtedness And Power of Attorney
for Collection which I have executed to liquidate my indebtedness. I am
requesting that your office issue a check in the above-stated amount from my
retirement contributions account and forward this check to the following
address:

University of Hawaii
Attention: Dean O'Hara
College of _____
(Address)

Sincerely,

(Employee's Signature)

Enclosure

cc: Payroll Office

Sample Letter 2
Attachment 2

ACKNOWLEDGEMENT OF INDEBTEDNESS
AND POWER OF ATTORNEY FOR COLLECTION

Know All Men by These Presents:

1. That the undersigned, _____, SS# _____, formerly employed by the University of Hawaii acknowledges indebtedness to the University of Hawaii for failure to return to service following professional improvement leave in the amount of \$ _____ for the period _____ through _____ and agrees to reimburse the University therefor.

2. That in order to liquidate the aforesaid indebtedness, the undersigned hereby appoints and authorizes _____ of the University of Hawaii _____ as his attorney for a period of six (6) months from the date hereof to receive, endorse and collect a check drawn on the State of Hawaii to the order of the undersigned in the amount of \$ _____.

3. That the undersigned further acknowledges and agrees that if the University fails to collect the within indebtedness pursuant to and in exercise of the limited power of attorney aforesaid due to (a) its revocation by the death of the undersigned, the indebtedness shall be a valid claim collectible against his estate; or due to (b) its revocation by the passage of time, the undersigned agrees immediately to execute a new power of attorney covering the indebtedness or immediately reimburse the University therefore by cash or check.

Witness the signature and seal of the undersigned this _____ day of _____ 19____.

Personally appeared before me that above named _____ known or proved to me to be the same person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

Witness my signature, official designation, and seal.

Attesting Officer/Notary Public, State of _____

Subscribed and sworn to before me
this _____ day of _____, 19____.

Notary Public, _____ Circuit
State of Hawaii

Sample Letter 3

TYPE IN DRAFT FOR OVPFO REVIEW AND FINALIZATION

October 31, 1988

The Honorable Warren Price, III
 Attorney General
 405 Hawaii State Capitol
 415 South Beretania Street
 Honolulu, HI 96813

Dear Mr. Price:

Re: _____, SSN _____

During the period _____, to _____,
 _____ was granted professional improvement leave.
 By letter of _____, _____ resigned
 effective _____, without returning to duty.

University policy requires a APT employee to return for at least two years of service following a professional improvement leave. This obligation has not been fulfilled.

Internal correspondence was generated to effect the recovery of the professional improvement leave pay. _____ was advised of the amount to be repaid but did not remit the amount due.

We are referring this matter to your office for immediate filing of a complaint and issuance of a prejudgment garnishee summons, or whatever action deemed appropriate. Attached are copies of the correspondence and documents related to the case. The amount which should be recovered is _____.

Your staff may contact _____ (specify name) of the _____ (specify college or institute) who will serve as the University representative in this case.

Sincerely,

Ralph T. Horii, Jr.
 Vice President for Finance
 and Operations

Attachments

cc: Payroll Office
 Dean/Director _____
 Employees' Retirement System

Sample Letter 4

October 31, 1988

Mr. Stanley Y.H. Siu
 Administrator
 Employees' Retirement System
 888 Mililani Street, Suite 502
 Honolulu, HI 96813

Dear Mr. Siu:

Re: _____ (Employee Name) _____, SSN (Soc. Sec. No.) _____

_____, SSN _____, who resigned from the University effective _____, was granted a professional improvement leave for the period _____, on the condition that he return to the University of Hawaii for at least two years of service after completion of the professional improvement leave. _____ did not fulfill his obligation as agreed and owes the University _____ for all compensation received during the professional improvement leave.

Pending collection of the reimbursement, we are requesting that a hold be placed on _____ retirement contributions under provisions of section 88-92, HRS. Also, please call me at _____ and advise me if there are sufficient funds in _____ account to cover our reimbursement claim.

Your assistance in this matter will be appreciated.

Sincerely,

Jack O'Hara
 Dean

cc: Payroll Office
 Office of the Attorney General