

Prepared by the Office of Human Resources
This replaces Administrative Procedure No. A9.460
dated July 1982.

January 1997

LEAVES

A9.460 SABBATICAL LEAVES FOR REGULAR CIVIL SERVICE EMPLOYEES

1. Purpose

To promulgate procedures for sabbatical leave in accordance with Section 76-33, HRS, Sabbatical Leave; Title 14, Administrative Rules, Department of Human Resources Development (DHRD); Section 8-8, Sabbatical Leave and the appropriate collective bargaining contracts.

2. Definitions

- a. Regular Civil Service Employee: An employee who has been appointed to a position in the civil service in accordance with Chapter 76, HRS, and who has successfully completed the initial probational period or as provided by statute.
- b. Included Employee: An employee included in a bargaining unit as provided by Section 89-6, HRS
- c. Excluded Employee: An employee not included in a bargaining unit as provided by Section 89-6, HRS

3. Objective

To prescribe forms and procedures for regular civil service employees to apply for sabbatical leaves.

4. Applicability

These guidelines and procedures apply to regular civil service "included" employees covered by collective bargaining agreements providing for sabbatical leaves, as well as for regular civil service "excluded" employees not covered by collective bargaining agreements but who may be eligible for sabbatical leaves in accordance with applicable civil service laws, rules and regulations.

5. Responsibility

Eligible applicants must initiate the request within established guidelines.

6. Procedures

a. The employee requesting the leave shall complete the following forms:

- 1) UH Form 51A (OHR) Request for Sabbatical Leave (Attachment 1)
- 2) Contract for Sabbatical Leave (Employees in Bargaining Units 03 Only) (Attachment 2) or
Contract for Sabbatical Leave (Employees in Bargaining Unit 09 Only) (Attachment 3) or
Contract for Sabbatical Leave (Employees in Other Than Bargaining Units 03 & 09) (Attachment 4) or
UH Form 51C (OHR) Contract for Sabbatical Leave (excluded employees) (Attachment 5)
- 3) UH Form 1 Application for Leave of Absence

The forms, with the required justification/reasons for sabbatical leave, must be submitted at least six (6) months in advance of the proposed effective date of the leave, to the University Office of Human Resources (OHR).

b. The forms are to be processed through the:

- employee's immediate supervisor
- Dean/Director/Provost or Official Designee
- Chief Executive Campus Officer or Official Designee

prior to submitting to the System Director of Human Resources for review. As the final approving authority, the System Director of Human Resources will either grant/deny the sabbatical leave request.

c. The approved contract will be forwarded to the DHRD for its review for compliance with articles in the respective collective bargaining unit agreements.

- d. Sabbatical leave requests which are denied will be returned to the originating office with any comments.
- e. The Form SF-5, which places the employee on sabbatical leave, shall be processed by the OHR.

UNIVERSITY OF HAWAII
REQUEST FOR SABBATICAL LEAVE
(Civil Service Employees)

Part I Employee completes (attach narrative, contract for sabbatical leave and leave card)

NAME: _____ TITLE: _____
INITIATING OFFICE: _____ BARGAINING UNIT: _____ POSITION NO: _____
NUMBER OF YEARS CREDITABLE TOWARD LEAVE: _____
INCLUSIVE DATES OF PROPOSED LEAVE: FROM: _____ TO: _____

Attached is a narrative request indicating the purpose of the leave, the leave plan(s) and other information that would be helpful in determining whether the leave should be granted.

Employee Date

Part II Immediate Supervisor makes recommendation (attach statement)

RECOMMEND In considering the leave request, the immediate supervisor should review
 NOT RECOMMEND provisions of the collective bargaining contract or civil service laws, rules and
regulations that pertain to such leaves. In cases of conflict, the provisions of the
collective bargaining contract shall prevail. The supervisor should attach a
statement covering items to be considered in processing the leave.

Immediate Supervisor Date

Part III Administrators make recommendation

RECOMMEND
 NOT RECOMMEND _____
Dean/Director/Provost Date

RECOMMEND
 NOT RECOMMEND _____
Chief Executive Campus Officer Date

Part IV UH Office of Human Resources takes action. If approved, forwards signed contract to the DHRD for review of bargaining unit agreement compliance. If disapproved, comments and returns request form to the originating office.

APPROVE Comments:
 DISAPPROVE

System Director of Human Resources Date
University of Hawai'i

EMPLOYEES IN BARGAINING UNITS 03 ONLY

CONTRACT FOR SABBATICAL LEAVE

In conjunction with Article/Section _____, SABBATICAL LEAVE, of the Unit 03 collective bargaining agreement, effective _____, 19____, to and including _____, 19____, the undersigned employee, hereinafter referred to as the "Employee," in compliance with paragraph _____ of said Article/Section, agrees to the following with the State of Hawai'i, Department of University of Hawai'i, hereinafter referred to as the "Employer."

1. The sabbatical leave shall be for the period commencing from _____, 19____, to and including _____, 19____.
2. The Employee agrees to return to work upon termination of the sabbatical leave or any other leave which may be granted by the Employer to immediately follow the sabbatical leave. If the Employee fails to report for work upon termination of the sabbatical and/or any other leave granted by the Employer, the Employee shall be considered to have resigned and shall refund, in full, all monies received from the Employer while on sabbatical leave.
3. Upon return from the sabbatical leave and/or any other leave granted by the Employer, the Employee agrees to work in the appropriate department for a period of two (2) continuous years. If the Employee fails to do so, all monies received from the Employer while on sabbatical leave shall be refunded. However, in the event of the death of the Employee, the requirement to refund all monies shall be waived. In the event the Employee is unable to continue employment due to illness or injury, the Employer and the Union, by mutual agreement, may shorten the return period.
4. The Employee shall be guaranteed a return to the same position or an equivalent position in the department at the expiration of the sabbatical leave and/or any other leave immediately following the sabbatical leave granted by the Employer. Upon return from sabbatical and/or any other leave granted by the employer, the Employee shall have the same salary range and step that was in effect at the time of taking the leave, except as may be increased in negotiations, and the Employee's increment date shall be advanced equivalent to the duration of the leave, provided it is not inconsistent with the terms of the Unit 03 collective bargaining agreement.
5. The Employee shall not accrue any vacation or sick leave credits during the period of sabbatical leave or any leave without pay status period granted by the Employer.

This contract shall become void when all of the terms of this Agreement have been met.

Date	Employee	Date	System Director of Human Resources University of Hawai'i
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(complete 2 copies)

EMPLOYEES IN BARGAINING UNIT 09 ONLY

CONTRACT FOR SABBATICAL LEAVE

In conjunction with Article/Section _____, SABBATICAL LEAVE, of the Unit 09 collective bargaining agreement effective _____, 19____, to and including _____, 19____, the undersigned employee, hereinafter referred to as the "Employee," in compliance with paragraph _____ of said Article/Section, agrees to the following with the State of Hawai'i, Department of University of Hawai'i, hereinafter referred to as the "Employer."

1. The sabbatical leave shall be for the period commencing from _____, 19____, to and including _____, 19____.
2. The Employee agrees to return to work upon termination of the sabbatical leave or any other leave which may be granted by the Employer to immediately follow the sabbatical leave. If the Employee fails to report for work upon termination of the sabbatical and/or any other leave granted by the Employer, the Employee shall be considered to have resigned and shall refund, in full, all monies received from the Employer while on sabbatical leave.
3. Upon return from the sabbatical leave and/or any other leave granted by the Employer, the Employee agrees to work in the appropriate department for a period of two (2) continuous years. All leaves and absences without pay shall not constitute a break in the two (2) continuous years, but such leaves and absences shall not be creditable in computing the two (2) continuous years. It is provided however, upon approval of the appropriate department heads, an Employee may be transferred or promoted to another position within the same governmental jurisdiction. In such event, service within the Employee's new department shall be creditable in computing the two (2) years of continuous service. If the Employee fails to do so, all monies received from the Employer while on sabbatical leave shall be refunded.
4. The Employee shall be guaranteed a return to the same position or an equivalent position in the department at the expiration of the sabbatical leave and/or any other leave immediately following the sabbatical leave granted by the Employer. Upon return from sabbatical and/or any other leave granted by the Employer, the Employee shall have the same salary range and step that was in effect at the time of taking the leave, except as may be increased in negotiations, and the Employee's increment date shall be advanced equivalent to the duration of the leave, provided it is not inconsistent with the terms of the Unit 09 collective bargaining agreement.
5. The Employee shall not accrue any vacation or sick leave credits during the period of sabbatical leave or any leave without pay status period granted by the Employer.

This contract shall become void when all of the terms of this Agreement have been met.

Date	Employee	Date	System Director of Human Resources University of Hawai'i
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(complete 2 copies)

EMPLOYEES IN OTHER THAN BARGAINING UNITS 03 & 09

CONTRACT FOR SABBATICAL LEAVE

In conjunction with Article/Section _____, SABBATICAL LEAVE, of the Unit _____ collective bargaining agreement effective _____, 19_____, to and including _____, 19_____, the undersigned employee, hereinafter referred to as the "Employee," in compliance with paragraph _____ of said Article/Section, agrees to the following with the State of Hawai'i, Department of University of Hawai'i, hereinafter referred to as the "Employer."

1. The sabbatical leave shall be for the period commencing from _____, 19_____, to and including _____, 19_____.
2. The Employee agrees to return to work upon termination of the sabbatical leave or any other leave which may be granted by the Employer to immediately follow the sabbatical leave. If the Employee fails to report for work upon termination of the sabbatical and/or any other leave granted by the Employer, the Employee shall be considered to have resigned and shall refund, in full, all monies received from the Employer while on sabbatical leave.
3. Upon return from the sabbatical leave and/or any other leave granted by the Employer, the Employee agrees to work in the appropriate department for a period of two (2) continuous years. If the Employee fails to do so, all monies received from the Employer while on sabbatical leave shall be refunded.
4. The Employee shall be guaranteed a return to the same position or an equivalent position in the department at the expiration of the sabbatical leave and/or any other leave immediately following the sabbatical leave granted by the Employer. Upon return from sabbatical and/or any other leave granted by the Employer, the Employee shall have the same salary range and step that was in effect at the time of taking the leave, except as may be increased in negotiations, and the Employee's increment date shall be advanced equivalent to the duration of the leave, provided it is not inconsistent with the terms of the Unit _____ collective bargaining agreement.
5. The Employee shall not accrue any vacation or sick leave credits during the period of sabbatical leave or any leave without pay status period granted by the Employer.

This contract shall become void when all of the terms of this Agreement have been met.

Date	Employee	Date	System Director of Human Resources University of Hawai'i
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(complete 2 copies)

EXCLUDED CIVIL SERVICE EMPLOYEES

UNIVERSITY OF HAWAI'I
CONTRACT FOR SABBATICAL LEAVE

In conjunction with Department of Human Resources Rules and Regulations Supplemental Instructions on Sabbatical Leave for employees excluded from collective bargaining, the undersigned employee hereinafter referred to as the "Employee," in compliance with section 2.45 of said Supplemental Instructions, agrees to the following with the State of Hawai'i, hereinafter referred to as the "Employer":

1. General:

The Employee agrees to return to work upon termination of the sabbatical leave or any other leave which may be granted by the Employer to immediately follow the sabbatical leave. If the Employee fails to report for work upon termination of the sabbatical and/or any other leave granted by the Employer, the Employee shall be considered to have resigned and shall refund all monies received from the Employer while on sabbatical leave.

2. Two-Year Return Period:

Upon return from sabbatical leave and/or any other leave granted, if the Employee fails to work in the appropriate department for a period of two (2) continuous years, the Employee shall refund all monies received from the Employer while on sabbatical leave; provided however, in the event of the death of the Employee, the requirement to refund all monies shall be waived. In the event the Employee is unable to continue employment due to illness or injury, the Employer may shorten the return period.

3. Return Rights:

The Employee shall be guaranteed a return to Employee's or an equivalent position at the expiration of the sabbatical leave and/or any other granted leave. Upon the Employee's return, the Employee shall have the same salary range and step that the Employee had at the time of taking the leave and the Employee's increment date shall be advanced equivalent to the duration of the leave, unless otherwise provided.

4. Pay:

The Employee on sabbatical leave shall be paid an amount equal to one-half (1/2) of the basic compensation which the Employee was receiving at the commencement of the leave. Basic compensation shall include any effective general pay increase. The payments shall be made in accordance with regular pay periods, the last two (2) of which shall not be made until after the Employee has returned to work with the Employer.

5. Vacation and Sick Leave:

The Employee shall not accrue any vacation or sick leave credits during the period of sabbatical leave or any leave without pay status period granted by the Employer.

6. The sabbatical leave shall be for the period commencing from

_____, 19 ____, to and including

_____, 19 ____.

This contract shall become void when all of the terms of this Agreement have been met.

_____/_____/_____
Date Employee

_____/_____/_____
Date System Director of Human Resources
University of Hawai'i

_____/_____/_____
Date Director of Human Resources Development