

ALAN M. ARAKAWA  
Mayor



DAVID J. UNDERWOOD  
Director

CYNTHIA M. RAZO-PORTER  
Deputy Director

COUNTY OF MAUI  
**DEPARTMENT OF PERSONNEL SERVICES**

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April 11, 2018

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OFFICE OF THE  
COUNTY COUNCIL

Mr. Sananda K. Baz   
Budget Director, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

Honorable Alan M. Arakawa  
Mayor, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

 4/12/18  
\_\_\_\_\_  
Mayor Date

For Transmittal to:

Honorable Riki Hokama  
Chair, Budget and Finance Committee  
Maui County Council  
200 South High Street  
Wailuku, Hawaii 96793

Dear Chair Hokama:

**SUBJECT: FISCAL YEAR ("FY") 2019 BUDGET (PS-5)(BF-1)**

We are in receipt of your communication (PS-5) (BF-1), which requests information regarding sabbatical leave. Please find our answers to your questions below.

*Question: "Explain the policy and procedure for sabbatical leave, including the authority for taking such leave."*

"Sabbatical leave" is a leave of absence granted to an employee by a department head for the purposes of educational course work, research, or other professional/vocational activity that is mutually beneficial to the County and the employee. Most County employees are eligible for sabbatical leave if certain conditions are met. Department heads are not required to grant sabbatical leave to eligible employees, but may choose to do so if they believe it is warranted.

The provisions that authorize sabbatical leave have been in effect for many years, but the underlying authorization has changed over time. Prior to 2002, there was a provision in §11-14-8 of the Administrative

Rules of the Department of Personnel Services, as authorized by §76-33 of the Hawaii Revised Statutes, which specifically provided for sabbatical leave. In 2000, the State Legislature enacted Act 253, which repealed that section of the statute effective July 1, 2002. This resulted in the repeal of that section of the administrative rules. However, Act 253 also contained a requirement that the rights, benefits, and privileges then enjoyed by civil servants under that chapter “shall not be diminished or impaired, unless comparable rights, benefits, and privileges are either negotiated into collective bargaining agreements or established by executive order for civil servants.” Consequently, the sabbatical leave provisions are now found in the various collective bargaining agreements and their corresponding executive orders.

Although the language of the collective bargaining agreements differs slightly, they all share similar provisions. In general, these provisions are:

- The employee must have served a number of years before becoming eligible for sabbatical leave (typically six or seven continuous years of service).
- The purpose of the leave must be mutually beneficial to the County and the employee.
- The department head is not required to grant sabbatical leave, but may grant it in consideration of factors such as:
  - The nature, length, and pertinence of the activities that the employee plans to undertake while on sabbatical;
  - Whether the employee’s absence from work will adversely affect the operations of the department or the provision of essential services; and
  - The employee’s work performance record and seniority.
- The period of sabbatical cannot exceed one year.
- Employees on sabbatical are paid one half (1/2) of their basic rate of pay while on sabbatical.
- The employee must agree to: 1) return from sabbatical leave, and 2) work in the department for a period of two continuous years. Employees who fail to comply must refund all monies received during the sabbatical.
- Employees do not accrue any vacation or sick leave while on sabbatical.

*Question: “If sabbatical leave is a provision in the collective bargaining agreement, provide a copy of the provision as it relates to each bargaining unit. Furthermore, explain how sabbatical leave applies to appointed personnel.”*

We have provided copies of the sabbatical leave provisions contained in the collective bargaining agreements. Sabbatical leave for appointed employees is provided under various executive orders, but typically follows the bargaining unit language (e.g., appointed employees whose work is related to Bargaining Unit 3 would follow the Bargaining Unit 3 provisions, those whose work is related to Bargaining Unit 13 would follow the Bargaining Unit 13 provisions, etc.)

*Question: “Provide a list of employees currently on sabbatical leave, include the department, position title, date started sabbatical, date of return, the obligation of the employee upon return, and the reason.”*

Honorable Riki Hokama  
April 11, 2018  
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There is currently one employee on sabbatical leave. Lois Whitney, Administrative Assistant II in the Office of the Mayor, was granted sabbatical leave from January 16, 2018 to December 17, 2018, to attend an MBA program. As specified above, she was required to agree to return from sabbatical leave, and to agree to work for an additional two consecutive years.

I hope this addresses your request. If you have any questions, please feel free to contact me at extension 7850.

Sincerely,

A handwritten signature in black ink, appearing to read 'DU', is written over the printed name.

DAVID UNDERWOOD  
Director of Personnel Services

DU  
Attachments

UNIT 1 AGREEMENT – July 1, 2013 to June 30, 2017

as affording the Employee precedence or preference over other Employees who have demonstrated greater job proficiency or have greater experience.

**47.06**      **PRE-RETIREMENT PROGRAMS.**

Eligible Employees contemplating retirement shall be afforded the opportunity to attend pre-retirement advisory programs conducted by the Employer.

**47.07**      **SABBATICAL LEAVE.**

**47.07 a.**      The Employer may grant a sabbatical leave of absence for purposes of mutually benefiting the Employee and the Employer in improvement of Unit 1 work.

**47.07 b.**      The Employer may grant a sabbatical leave to an Employee who has served seven (7) continuous years with the Employer.

**47.07 c.**      A sabbatical leave shall not be extended beyond one (1) year and may not be granted again to the same Employee until the Employee has worked an additional seven (7) years with the Employer.

**47.07 d.**      The Employer shall consider and may approve a sabbatical leave on the following basis:

**47.07 d.1.**      The nature, length and pertinency of educational course work or other activity which the Employee plans to undertake while on sabbatical leave.

**47.07 d.2.**      Whether the Employee's absence from work will adversely affect providing essential public services.

**47.07 d.3.**      The Employee's work performance record and seniority, provided that seniority shall not be the dominant factor in granting sabbatical leaves.

**47.07 e.**      When a request for a sabbatical leave is denied, the Employer shall state the reasons for the denial in writing, if requested by the Employee.

**47.07 f.**      An Employee on sabbatical leave shall be paid an amount equal to one-half (1/2) of the basic rate of pay which the Employee was receiving at the beginning of the sabbatical leave.

**47.07 f.1.**      The basic rate of pay shall include any negotiated increase in the schedule as may be provided for in the Agreement.

**47.07 f.2.**      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.

UNIT 1 AGREEMENT – July 1, 2013 to June 30, 2017

- 47.07 g.** An Employee granted sabbatical leave may engage in other employment provided, the primary purpose for which the leave was granted is met.
- 47.07 h.** Before granting a sabbatical leave to an Employee, the Employee shall enter into a contract with the Employer as follows:
- 47.07 h.1.** The Employee shall return to work at the end of the sabbatical leave or if any other leave is granted by the Employer which begins immediately following the end of the sabbatical leave, the Employee shall return to work at the end of the other leave.
- 47.07 h.2.** An Employee who does not return to work at the end of the sabbatical leave or any other leave shall be deemed to have resigned and shall refund all monies received while on sabbatical leave.
- 47.07 h.3.** After returning from a sabbatical or any other leave, the Employee shall agree to work in the appropriate department for two (2) continuous years. Authorized leaves without pay shall not constitute a break in the two (2) continuous years, but the leaves shall not be creditable in computing the two (2) continuous years.
- 47.07 h.4.** An Employee who does not work the two (2) continuous years shall refund all monies received from the Employer while on sabbatical leave.
- 47.07 h.5.** The Employee shall be guaranteed a return to the Employee's position or an equivalent position at the expiration of the sabbatical leave or any other leave.
- 47.07 h.6.** After the Employee returns to work, the Employee shall have the same basic rate of pay the Employee was receiving at the beginning of the sabbatical leave and as provided in Section 47.07 f.
- 47.07 h.7.** The Employee shall not be deprived of any accumulated vacation leave or sick leave, but shall not earn vacation leave or sick leave while on sabbatical leave.

**SECTION 48. PROTECTION AGAINST INCLEMENT WEATHER.**

- 48.01** The Employer will make reasonable provisions for protection of Employees against inclement weather for Employees engaged in field work where adequate protection is not readily available.

**SECTION 49. SANITARY CONDITIONS AND COMFORT STATIONS.**

- 49.01**

B. Employees of the Hawai'i Health Systems Corporation shall be entitled to a differential because of unusual or unique working conditions whenever working with a patient who is sent to an HHSC facility because of an order by the courts pursuant to Chapters 704 and 706, HRS, to be in the custody of the Director of Health; or when an adult inmate is transferred from a correctional institution under Chapter 334, HRS, to an HHSC facility; or when a patient that has been recommended for placement into the Hawai'i State Hospital is placed temporarily in the HHSC facility. All Employees assigned to such patient care unit shall be entitled to a differential of fifty cents (\$.50) per hour for each hour of work performed while on such assignment. The differential will remain until such time as the patient is removed from the location or is released from said custody into regular patient status.

C. For the purpose of granting differential pay for a portion of an hour in paragraphs A and B above, the Employee will be paid twenty-five (\$.25) for one-half (1/2) hour or less of work and fifty cents (\$.50) for more than one-half (1/2) hour of work.

D. Employees assigned to correctional facilities shall be entitled to a differential because of unusual or unique working conditions. Such Employees shall be paid, in addition to their basic compensation, a differential of fifty cents (\$.50) per hour for each hour of work performed at such location.

E. In administering paragraph D above, and for purposes of granting differential pay for a portion of an hour, the Employee will be paid twenty-five cents (\$.25) for one-half (1/2) hour or less of work and fifty cents (\$.50) for more than one-half (1/2) hour of work.

F. The Employer, in consultation with the Union, may terminate the differentials provided by this section upon reclassification of an affected Employee's position to a higher classification because of the unusual or unique working conditions which qualified the Employee for the differential or because such conditions cease to exist.

## **ARTICLE 32 - SABBATICAL LEAVE**

A. For purposes of improving public services, the Employer may grant sabbatical leaves of absence under conditions set forth in this Article.

B. An Employee who has served seven (7) continuous years within the applicable governmental jurisdiction may qualify for a sabbatical leave of absence. Such leave shall be for a period not to exceed one (1) year and may not be granted again to the same Employee until the Employee has served an additional period of seven (7) continuous years within the applicable

governmental jurisdiction. For the purpose of computing continuous years of service in this article, periods of unauthorized leaves without pay shall not be counted; however, such leaves shall not constitute a break in service.

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

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

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

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

4. The Employee's work performance record and seniority (continuous length of service in the applicable governmental jurisdiction).

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

E. Employees on sabbatical leave shall be paid an amount equal to one-half of the basic compensation which the Employee was receiving at the commencement of the leave. Basic compensation shall include any negotiated increase in the schedule as may be provided for in the Agreement. The payments shall be made in accordance with regular pay periods.

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

G. Before being granted a sabbatical 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 sabbatical leave or any other leave which may be granted by the Employer immediately following the sabbatical leave. If the Employee fails to report for work upon termination of sabbatical and/or any other leave granted under this Agreement, the Employee shall be considered to have resigned and shall refund all monies received while on sabbatical leave.

2. Upon return from sabbatical leave and/or any other leave granted under this Agreement, the Employee shall agree to work in the appropriate department for a period of two (2) continuous years. If the Employee fails to do so, 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 and the Union, by mutual agreement, may shorten the return period.

3. The Employee shall be guaranteed a return to the Employee's or an equivalent position at the expiration of the sabbatical leave and/or any other leave granted under this Agreement. 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, provided it is not inconsistent with the terms of this Agreement.

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

5. Any other provisions deemed necessary by the department to be included in the contract.

### **ARTICLE 33 - LEAVE OF ABSENCE FOR UNION BUSINESS**

A. Any Employee elected or appointed to an office in the Union will, if such office requires the Employee's full time in the exercise and discharge of its duties, be given a leave of absence without pay not to exceed one (1) year. Extension may be granted by the Employer for a period not to exceed twelve (12) months.

B. Any Employee elected or appointed to attend the Biennial State and/or National Union convention shall be given a leave of absence without pay or vacation leave for the duration of the convention including reasonable travel time. The Union shall notify the Employer in writing, not less than thirty (30) days prior to the commencement of the leaves, of the dates of the scheduled convention, the names and departments of the elected or appointed Employees and alternates. In the event an alternate is substituted for another Employee to attend the convention, the Union shall notify the Employer immediately of the substitution. It is agreed that any adjustments in the work schedules necessitated to accommodate the substitution shall not result in overtime for all Employees.

C. Any Employee elected or appointed to attend a Statewide Leadership Conference of the Union may be given a leave of absence without

twenty-five cents (\$.25) for one-half (1/2) hour or less of work and fifty cents (\$.50) for more than one-half (1/2) hour of work.

D. Employees assigned to correctional facilities shall be entitled to a differential because of unusual or unique working conditions. Such Employees shall be paid, in addition to their basic compensation, a differential of fifty cents (\$.50) per hour for each hour of work performed at such location.

E. In administering paragraph D above, and for purposes of granting differential pay for a portion of an hour, the Employee will be paid twenty-five cents (\$.25) for one-half (1/2) hour or less of work and fifty cents (\$.50) for more than one-half (1/2) hour of work.

F. The Employer, in consultation with the Union, may terminate the differentials provided by this section upon reclassification of an affected Employee's position to a higher classification because of the unusual or unique working conditions which qualified the Employee for the differential or because such conditions cease to exist.

### **ARTICLE 32 - SABBATICAL LEAVE**

A. For purposes of improving public services, the Employer may grant sabbatical leaves of absence under conditions set forth in this Article.

B. An Employee who has served six (6) continuous years within the applicable governmental jurisdiction may qualify for a sabbatical leave of absence. Such leave shall be for a period not to exceed one (1) year and may not be granted again to the same Employee until the Employee has served an additional period of six (6) continuous years within the applicable governmental jurisdiction. For the purpose of computing continuous years of service in this Article, periods of unauthorized leaves without pay shall not be counted; however, such leaves shall not constitute a break in service.

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

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

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

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

4. The Employee's work performance record and seniority (continuous length of service in the applicable governmental jurisdiction).

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

E. Employees on sabbatical leave shall be paid an amount equal to one-half of the basic compensation which the Employee was receiving at the commencement of the leave. Basic compensation shall include any negotiated increase in the schedule as may be provided for in the Agreement. The payments shall be made in accordance with regular pay periods.

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

G. Before being granted a sabbatical 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 sabbatical leave or any other leave which may be granted by the Employer immediately following the sabbatical leave. If the Employee fails to report for work upon termination of sabbatical and/or any other leave granted under this Agreement, the Employee shall be considered to have resigned and shall refund all monies received while on sabbatical leave.

2. Upon return from sabbatical leave and/or any other leave granted under this Agreement, the Employee shall agree to work in the appropriate department for a period of two (2) continuous years. If the Employee fails to do so, 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 and the Union, by mutual agreement, may shorten the return period.

3. The Employee shall be guaranteed a return to the Employee's position or an equivalent position at the expiration of the sabbatical leave and/or any other leave granted under this Agreement. 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, provided it is not inconsistent with terms of this Agreement.

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

5. Any other provisions deemed necessary by the department to be included in the contract.

### **ARTICLE 33 - LEAVE OF ABSENCE FOR UNION BUSINESS**

A. Any Employee elected or appointed to an office in the Union will, if such office requires full time participation in the exercise and discharge of its duties, be given a leave of absence without pay not to exceed one (1) year. Extension may be granted by the Employer for a period not to exceed twelve (12) months.

B. Any Employee elected or appointed to attend the Biennial State and/or National Union convention shall be given a leave of absence without pay or vacation leave for the duration of the convention including reasonable travel time. The Union shall notify the Employer in writing, not less than thirty (30) days prior to the commencement of the leaves, of the dates of the scheduled convention, the names and departments of the elected or appointed Employees and alternates. In the event an alternate is substituted for another Employee to attend the convention, the Union shall notify the Employer immediately of the substitution. It is agreed that any adjustments in the work schedules necessitated to accommodate the substitution shall not result in overtime for all Employees.

C. Any Employee elected or appointed to attend a Statewide Leadership Conference of the Union may be given a leave of absence without pay or vacation leave for the duration of the conference including reasonable travel time.

D. Unless otherwise provided by law, no Employee on leave of absence without pay shall be entitled to accrue or accumulate vacation allowance, sick leave, service credit for increments and longevity increases or other rights and benefits for the term of the leave but the Employee shall not lose seniority for the purpose of determining length of service.

### **ARTICLE 34 - HOLIDAYS**

A. The following days of each year are established as holidays:

New Year's Day  
Dr. Martin Luther King, Jr. Day  
President's Day  
Prince Jonah Kuhio Kalaniana'ole Day  
Good Friday

cents (\$.25) for one-half hour or less of work and fifty cents (\$.50) for more than one-half hour of work.

F. The Employer, in consultation with the Union, may terminate the differentials provided by this section upon reclassification of an affected Employee's position to a higher classification because of the unusual or unique working conditions which qualified the Employee for the differential or because such conditions cease to exist.

## **ARTICLE 32 - SABBATICAL LEAVE**

A. For purposes of improving public services, the Employer may grant sabbatical leaves of absence under conditions set forth in this Article.

B. An Employee who has served six (6) continuous years within the applicable governmental jurisdiction may qualify for a sabbatical leave of absence. Such leave shall be for a period not to exceed one (1) year and may not be granted again to the same Employee until the Employee has served an additional period of six (6) continuous years within the applicable governmental jurisdiction. For the purpose of computing continuous years of service in this Article, periods of unauthorized leaves without pay shall not be counted; however, such leaves shall not constitute a break in service.

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

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

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

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

4. The Employee's work performance record and seniority (continuous length of service in the applicable governmental jurisdiction).

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

E. Employees on sabbatical leave shall be paid an amount equal to one-half of the basic compensation which the Employee was receiving at the commencement of the leave. Basic compensation shall include any

negotiated increase in the schedule as may be provided for in the Agreement. The payments shall be made in accordance with regular pay periods.

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

G. Before being granted a sabbatical 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 sabbatical leave or any other leave which may be granted by the Employer immediately following the sabbatical leave. If the Employee fails to report for work upon termination of sabbatical and/or any other leave granted under this Agreement, the Employee shall be considered to have resigned and shall refund all monies received while on sabbatical leave.

2. Upon return from sabbatical leave and/or any other leave granted under this Agreement, the Employee shall agree to work in the appropriate department for a period of two (2) continuous years. If the Employee fails to do so, 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 and the Union, by mutual agreement, may shorten the return period.

3. The Employee shall be guaranteed a return to the Employee's position or an equivalent position at the expiration of the sabbatical leave and/or any other leave granted under this Agreement. 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, provided it is not inconsistent with the terms of this Agreement.

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

5. Any other provisions deemed necessary by the department to be included in the contract.

### **ARTICLE 33 - LEAVE OF ABSENCE FOR UNION BUSINESS**

A. Any Employee elected or appointed to an office in the Union will, if such office requires full time in the exercise and discharge of its duties, be given a leave of absence without pay not to exceed one (1) year. Extension may be granted by the Employer for a period not to exceed twelve (12) months.

- b. Appeals relative to military leave without pay shall not be filed through the grievance procedure found in the collective bargaining agreement.

C. Leave for Pre-Induction Examination. An Employee who is absent from work for the purpose of undergoing physical examination prior to induction into the United States Armed Forces shall be granted leave with pay for such purpose, and the leave shall not be charged against the Employee's vacation allowance.

### **III. SABBATICAL LEAVE**

A. For purpose of improving public services, the Employer may grant sabbatical leaves of absence under conditions set forth in this Section.

B. An Employee who has served six (6) continuous years within the applicable governmental jurisdiction may qualify for a sabbatical leave of absence. Such leave shall be for a period not to exceed one (1) year and may not be granted again to the same Employee until the Employee has served an additional period of six (6) continuous years within the applicable governmental jurisdiction. For the purpose of computing continuous years of service in this Section, periods of unauthorized leaves without pay shall not be counted; however, such leaves shall not constitute a break in service.

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

1. The purpose of the leave is mutually beneficial to the Employee and the Employer;
2. The nature, length and pertinency of educational course work, research, or other professional/educational activity which the

Employee plans to undertake during the sabbatical leave are consistent with the needs of the service;

3. The Employee's absence will not adversely affect the operations of the department; and
4. The Employee's work performance record and seniority (continuous length of service in the applicable governmental jurisdiction).

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

E. Employees on sabbatical leave shall be paid an amount equal to one-half of the basic compensation which the Employee was receiving at the commencement of the leave. Basic compensation shall include any negotiated increase in the schedule as may be provided for in the Agreement. The payments shall be made in accordance with regular pay periods.

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

G. Before being granted a sabbatical 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 sabbatical leave or any other leave which may be granted by the Employer immediately following the sabbatical leave. If the Employee fails to report for work upon termination of sabbatical and/or any other leave granted under this Agreement, the Employee shall be considered to have resigned and shall refund all monies received while on sabbatical leave.
2. Upon return from sabbatical leave and/or any other leave granted under this Agreement, the Employee shall agree to work in the appropriate department for a period of two (2) continuous years. If

the Employee fails to do so, 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 and the Union, by mutual agreement, may shorten the return period.

3. The Employee shall be guaranteed to return to the Employee's position or an equivalent position at the expiration of the sabbatical leave and/or any other leave granted under this Agreement. 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, provided it is not inconsistent with terms of this Agreement.
4. The Employee shall not accrue any vacation or sick leave credits during the period of sabbatical leave.
5. Any other provisions deemed necessary by the department to be included in the contract.

#### **IV. OTHER LEAVES OF ABSENCE**

A. Leave Without Pay to work at the State Legislature. With the approval of the chief executive, and upon request of a member of the State Legislature, a regular Employee may be granted a leave of absence without pay to render service at the State Legislature. The leave without pay shall be for a duration of no more than twelve (12) months. The Employee shall have return rights as provided in paragraph H.

B. Leave Without Pay to Delay a Reduction-In-Force. A regular Employee may be granted a leave of absence without pay for no more than twelve (12) months in order to delay a planned layoff when the position which the Employee

C. The Employee's basic compensation plus the night differential will be used in determining the cash payment for overtime work pursuant to Article 25, Overtime.

D. For the purpose of granting differential for work performed for a portion of an hour, the differential shall be thirty cents (\$.30) for work of one-half (1/2) hour or less, and sixty cents (\$.60) for work of more than one-half (1/2) hour.

### **ARTICLE 33 - SABBATICAL LEAVE**

A. For purposes of improving public services, the Employer may grant sabbatical leaves of absence under conditions set forth in this Article.

B. An Employee who has served six (6) continuous years within the applicable governmental jurisdiction may qualify for a sabbatical leave of absence. Such leave shall be for a period not to exceed one (1) year and may not be granted again to the same Employee until the Employee has served an additional period of six (6) continuous years within the applicable governmental jurisdiction. For the purpose of computing continuous years of service in this Article, periods of unauthorized leaves without pay shall not be counted; however, such leaves shall not constitute a break in service.

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

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

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

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

4. The Employee's work performance record and seniority (continuous length of service in the applicable governmental jurisdiction).

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

E. Employees on sabbatical leave shall be paid an amount equal to one-half of the basic compensation, which the Employee was receiving at the

commencement of the leave. Basic compensation shall include any negotiated increase in the schedule as may be provided for in the Agreement. The payments shall be made in accordance with regular pay periods.

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

G. Before being granted a sabbatical 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 sabbatical leave or any other leave which may be granted by the Employer immediately following the sabbatical leave. If the Employee fails to report for work upon termination of sabbatical and/or any other leave granted under this Agreement, the Employee shall be considered to have resigned and shall refund all monies received while on sabbatical leave.

2. Upon return from sabbatical and/or any other leave granted under this Agreement, the Employee shall agree to work in the appropriate department for a period of two (2) continuous years. If the Employee fails to do so, 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 and the Union, by mutual agreement may shorten the return period.

3. The Employee shall be guaranteed a return to the Employee's or an equivalent position at the expiration of the sabbatical leave and/or any other leave granted under this Agreement. 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, provided it is not inconsistent with the terms of this Agreement.

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

5. Any other provisions deemed necessary by the department to be included in the contract.

#### **ARTICLE 34 - LEAVE OF ABSENCE FOR UNION BUSINESS**

A. Any Employee elected or appointed to an office in the Union will, if such office requires the Employee's full time in the exercise and discharge of its duties, be given a leave of absence without pay not to exceed one (1) year.

Article 39 – Sabbatical Leave

Bargaining Unit 14  
TENTATIVE AGREEMENT  
Employer UN  
Union 6  
Date 4/14/15

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**ARTICLE "TBD" - SABBATICAL LEAVE**

**A. For purposes of improving public services, the Employer may grant sabbatical leaves of absence under conditions set forth in this Article.**

**B. An Employee who has served six (6) continuous years within the applicable governmental jurisdiction may qualify for a sabbatical leave of absence. Such leave shall be for a period not to exceed one (1) year and may not be granted again to the same Employee until the Employee has served an additional period of six (6) continuous years within the applicable governmental jurisdiction. For the purpose of computing continuous years of service in this Article, periods of unauthorized leaves without pay shall not be counted; however, such leaves shall not constitute a break in service.**

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

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

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

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

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**4. The Employee's work performance record and seniority (continuous length of service in the applicable governmental jurisdiction).**

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

**E. Employees on sabbatical leave shall be paid an amount equal to one-half of the basic compensation which the Employee was receiving at the commencement of the leave. Basic compensation shall include any negotiated increase in the schedule as may be provided for in the Agreement. The payments shall be made in accordance with regular pay periods.**

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

**G. Before being granted a sabbatical 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 sabbatical leave or any other leave which may be granted by the Employer immediately following the sabbatical leave. If the Employee fails to report for work upon termination of sabbatical and/or any other leave granted under this Agreement, the Employee shall be considered to have resigned and shall refund all monies received while on sabbatical leave.**

1           **2. Upon return from sabbatical leave and/or any other leave**  
2 **granted under this Agreement, the Employee shall agree to work in the**  
3 **appropriate department for a period of two (2) continuous years. If the**  
4 **Employee fails to do so, the Employee shall refund all monies received**  
5 **from the Employer while on sabbatical leave; provided, however, in the**  
6 **event of the death of the Employee, the requirement to refund all monies**  
7 **shall be waived. In the event the Employee is unable to continue**  
8 **employment due to illness or injury, the Employer and the Union, by mutual**  
9 **agreement, may shorten the return period.**

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11           **3. The Employee shall be guaranteed a return to the Employee's**  
12 **position or an equivalent position at the expiration of the sabbatical leave**  
13 **and/or any other leave granted under this Agreement. Upon the**  
14 **Employee's return, the Employee shall have the same salary range and**  
15 **step that the Employee had at the time of taking the leave and the**  
16 **Employee's increment date shall be advanced equivalent to the duration of**  
17 **the leave, provided it is not inconsistent with terms of this Agreement.**

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19           **4. The Employee shall not accrue any vacation or sick leave**  
20 **credits during the period of sabbatical leave.**

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22           **5. Any other provisions deemed necessary by the department to**  
23 **be included in the contract.**