Catastrophic Leave Info/FAQ

This packet and the information contained within is designed to answer most questions associated with the Catastrophic Leave process.

What is Catastrophic Leave?

When an employee is to be out of the workplace for an extended period due to health reasons (upcoming surgery, rehabilitation or to take care of an immediate family member), and the employee has exhausted their leave balances, they may request Catastrophic Leave (CAT Leave). This allows the employee to stay in a paid status while out of the workplace.

Where does Catastrophic Leave time come from?

Once a CAT Leave notice is posted, there are two avenues where time may come from. The first avenue is when employees donate time to you from their vacation balance using LVMPD Form 569 (Catastrophic Leave Donation Form). The time that is received from donations is not required to be paid back. Employees receiving donations will never know where the donations come from unless the donating employee tells them. Payroll will also not divulge this information. It is meant to remain private.

The second avenue is when an employee borrows from the Catastrophic Leave Bank. Employees must indicate on the application form that they wish to borrow from the bank by checking the appropriate box. Employees may borrow up to 160 hours from the CAT Leave Bank. Time which is borrowed from the Catastrophic Leave Bank <u>MUST</u> be repaid. The employee will be required to sign a promissory note stating that they understand this and agree to the terms.

How do I know how much time I have received from donations?

Payroll will not disclose this information

If I return to work and still have donations which are unused, what happens to this time?

Any unused donations of time made to you are moved to the Catastrophic Leave Bank. This time can be used by other employees if needed.

Once my CAT Leave application has been approved, how often is the request for CAT Leave donations posted?

LVPPACE can repost for donations every 30 days during the doctor's recommended period when the employee is out of the workplace. The employee must reach out to the LVPPACE office and request that we repost the notification to request additional donations.

Can I borrow more than 160 hours from the CAT Leave Bank?

No, you can only borrow 160 hours at any given time. However, once the employee has paid the 160 hours back to the CAT Leave Bank, they can submit a new CAT Leave application.

How does an employee pay the CAT Leave Bank back?

Upon return to work, an employee typically pays the CAT Leave Bank back two vacation hours a pay period. There is an option for a one-time lump sum repayment option. If the employee is interested in the one-time lump sum repayment option, please contact the LVPPACE office for more information.

When do I get into a Leave Without Pay status and how does this affect me?

Once an Employee has exhausted all donated CAT Leave and the 160 hours from the Catastrophic Leave Bank, they go into a Leave Without Pay (LWOP) status. Once an Employee has reached 160 hours of LWOP, the Department will cancel their health insurance. Employees are notified of the dates as they go into an LWOP status, and this information is sent via certified mail. Once an Employee has returned to work for a minimum of 40 hours, their health insurance is reinstated by the Department.

It should be noted that LWOP impacts health insurance, seniority, and NVPERS. For more information on this section only, please contact the LVMPD Benefits Desk at 702-828-3219.

Catastrophic Leave Application Form Instructions

Eligibility Criteria

The following are the eligibility criteria for requesting Catastrophic Leave (CAT Leave):

Must require a need for a minimum of 160 hours of leave after all accrued leaves have been exhausted – The LVPPACE office will call Payroll and verify all leave banks combined are almost exhausted before we will process the request.

If the CAT Leave is for an immediate family member, must meet the following definition of the immediate family – Per our Contract, Article 12.5 defines "immediate family" as: a spouse, parent, sibling, child, grandchild, and grandparent (including legally adoptive relationships, current in-laws, and step-relations.

Must attach a doctor's note or FMLA paperwork indicating the time off work with an anticipated return to duty date – It should state that the employee will need to be out for more than 160 hours. In some cases, it will show a block of time (which usually covers the surgery and recovery time), then it will show intermittent times if an employee has follow-up requirements such as physical therapy.

Do you wish to use hours from the LVPPACE CAT Leave Bank?

As was explained in the FAQ section of this packet, time borrowed from the LVPPACE CAT Leave Bank is required to be paid back. If you select "Yes" to this question, you must also fill out the Promissory Note which is included in this packet. This is a legally binding document that states that you agree to pay back the money if you leave the Department prior to paying back the CAT Leave Bank and the terms of the repayment. If you select "No" to this question, you do not need to include the Promissory Note.

Initial and Signature Sections

Please ensure that each and every line is initialed, that you have signed the form, and that you understand the terms of the agreement.

Where do I send the form once I have everything completed and have all the necessary information in addition to the packet?

Once the form is complete, take all the necessary paperwork and email this to the LVPPACE office at: <u>office@ppace.org.</u> If you have any questions, please call the LVPPACE office at 702-382-9121 and we would be happy to answer any questions you may have.



Las Vegas Police Protective Association, Civilian Employees, Inc. 1640 Alta Drive, Suite 11 Las Vegas, NV 89106 (702) 382-9121

CATASTROPHIC LEAVE APPLICATION FORM

Eligibility Criteria:

- Must have completed initial probation with the Department with no break in service immediately preceding CAT Leave request.
- Must require a minimum of 160 hours of leave after all accrued leaves have been exhausted.
- Must only have one open Catastrophic Leave deduction at a time.
- Must meet the following definition of a catastrophic illness/injury: "Catastrophic Illness/injury is an illness or injury that keeps an employee from performing the duties of their job (i.e., the employee is hospitalized, homebound or is the primary caregiver to a member of their immediate family)."
- Must attach a doctor's note indicating the time off work with an anticipated return to duty date.

| Employee Name: | P#: | Date of Request: | |
|--|--------------------|------------------|----|
| E-mail: | Contact Phone #'s: | | |
| Do you wish to use hours from the LVPPACE C. | AT Leave Bank? | Yes | No |

| I understand that if I do not select Yes or No, the default will be to use hours from the Bank. |
|---|
| I understand that I will be responsible for paying back the Bank for hours used. |
| I understand that hours used from the Bank must be paid back in full (time or money) before another request can be considered. |
| I understand that if using Bank hours, I will be required to reimburse the Bank with accrued Annual (Vacation) |
| Leave at a rate of two (2) hours per pay period. This reimbursement will only be required for Bank hours utilized up |
| to a maximum of 160 hours. |
| After two (2) months of not using donated or Bank hours, reimbursement will begin. |
| In the event, I separate from the Department with an outstanding balance, the balance must be paid from my (the employee's) separation payout. |
| If there is a balance left after my separation payout, I will make no less than 12 equal monthly payments to |
| LVPPACE (unless alternative arrangements are made with LVPPACE) and will sign a promissory note waiving exception from attachment under NRS 21.090 (i)(ii). |
| I understand that I am not allowed to work overtime while I am in a Catastrophic Leave Status. |

- I understand I am not allowed to personally solicit other employees to donate time to me.
- I understand I am responsible to notify LVPPACE if I want to have my CAT Leave donation request reposted every 30 days.

Employee Signature:

| LVPPACE Office Use - | - Received | By | Renewal? | |
|----------------------|------------|-------------|---------------|-------------------|
| Leave Balances: Vac | Sick | Bonus | Comp | Date of Balances: |
| Status: | | | | |
| Payback Status: | | _ Approved: | <u>Y or N</u> | |

PROMISSORY NOTE

Date of Application/Request for Catastrophic Leave: _____

Date

The final amount/balance owed will be determined by LVMPD's Payroll after donated hours have been utilized and upon separating from employment, with the maximum amount owing 160 hours x current hourly rate of \$_____ to be paid in 12 equal monthly installments. By signing/dating below I acknowledge and understand the final amount owed will not exceed the dollar amount borrowed and will be determined upon separation.

Employee Signature

Date

Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned ("Payor"), , promises to pay to the order of the LAS VEGAS POLICE PROTECTIVE ASSOCIATION CIVILIAN EMPLOYEES, INC., the principal sum, not to exceed §______ for Catastrophic Leave hours not paid back before or at the time of my separation from the Las Vegas Police Department ("Principal"), without Interest (unless the Payor defaults in that case interest will accumulate on the unpaid balance at 7%). The payments will be made at PPACE's office. Payor hereby waives presentment, dishonor, notice of dishonor, and protest in any action is brought to enforce collection thereof.

Payor further waives the exemption from the attachment of Public Retirement Benefits as delineated in NRS 21.090(1)(ii) and agrees that this Promissory Note shall be governed as to the validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of Nevada. All litigation shall be commenced in the courts of Clark County, Nevada, or U.S. District Court in Las Vegas, Nevada. The Party that prevails will be entitled to recover all costs, including reasonable legal fees, cost of investigation, and cost of settlement. This entitlement to fees shall include fees incurred in connection with any appeal or bankruptcy proceeding.

| | IN WITNESS WHEREOF, | the undersigned ha | as executed this | Promissory Note |
|---------|---------------------|--------------------|------------------|-----------------|
| as of _ | , 20 | | | |

SIGNATURE: _____

PRINTED NAME:_____