

**POPE COUNTY CATASTROPHIC LEAVE
VOLUNTARY TRANSFER PROGRAM
Recipient Application Form**

EMPLOYEE _____

Dept No. _____ Payroll Employee No. _____

Instructions: Complete this form to apply for leave due to a catastrophic illness/injury or medical emergency. Include a copy of the employee's FMLA "Certification of Health Care Provider or Health Care Provider Statement (if not FMLA eligible) for Employee's Serious Health Condition" form. Submit these forms to your Supervisor. The award of leave time under this program is dependent upon its availability in Pope County's leave bank. The program does not create any expectation or promise of continued employment.

Part I – Application and Certification (To be completed by applicant employee or designee on his/her behalf)

No. of leave Hours Requested _____ (in one hour increments not to exceed 160 hours per application)

Onset of Illness/Injury or Medical Emergency Date and Projected Ending Date _____
_____ Date Leave Exhausted _____

Certification: (If certifying on behalf of an employee, modify as appropriate). I certify that:

1. I have been affected by a medical emergency, described in connection on the attached FMLA Health Care Provider Certification or Health Care Provider Certification.
2. I have or will have exhausted all Leave and Compensatory time as of date indicated above.
3. I expect to be absent from work without paid leave because of this medical emergency.
4. I am not receiving Worker's Compensation Benefits with this medical emergency.
5. Any leave accrued while on Catastrophic Leave will be returned to the Leave Bank.

Signature of Recipient or Designee

Date

If completed by Designee,
Designee's Relationship to Recipient _____

PART II – Liability Agreement/Forfeiture of Benefits & Release from Liability (To be completed by applicant employee or designee on his/her behalf).

LIABILITY AGREEMENT: I have read and understand the rules and regulations of the Catastrophic Voluntary Leave Program.

FORFEITURE OF BENEFITS:

I understand that I will forfeit the benefits of the Pope County Catastrophic Leave Program by:

- a. Resignation or termination of employment with the Pope County Department.
- b. Any fraud or misrepresentation of facts in making application for leave from the Catastrophic Leave Program.

I understand that alleged abuse of the Catastrophic Leave Program shall be investigated, and on a finding of wrong-doing, I shall repay all of the leave hours drawn from the "Bank" and shall be subject to disciplinary action as is determined by my supervising elected official or department head.

RELEASE FROM LIABILITY:

I understand that the Catastrophic Leave Transfer Committee is not an agency, board or other subdivision of Pope County. The Committee's decisions are not subject to grievance or litigation.

Signature of Recipient or Designee

Date

PART III – Supervisor Verification (To be completed by applicant’s Supervisor)

- 1. Has this employee had any disciplinary action for leave abuse during the past two (2) years? Yes____ No ____
- 2. Why has this employee’s leave been exhausted? (Attach additional page (s) if necessary)

_____ Signature of Supervisor	_____ Position Title
_____ Date	_____ Phone Number

PART IV - Completed by Voluntary Leave Transfer Committee

Date Request Received by Committee: _____

Current Number of Hours in the applicable Pope County Leave Bank _____ (Contact the Payroll Department at 968-2194 for the current leave bank balance.)

A review by the Voluntary Leave Transfer Committee has determined _____ (employee) who applied for catastrophic leave has/ has not met the criteria for Catastrophic Leave as outlined in the Catastrophic Voluntary Leave Transfer Program and/or County Ordinance _____.

The Committee has authorized _____:00 hours to be transferred from the Pope County Leave Bank to the Recipient employee. Denial of the applicant’s request is due to the ruling by the Committee of the applicant’s failure to meet the eligibility requirement of _____. The Committee will forward a copy of the ruling by first class mail to the applicant.

_____ Signature of Committee Chairperson	_____ Date
_____ Signature of Elected Official/Dept Head	_____ Date

PART V – Completed by Payroll Department

Pay Date Leave Transferred to Employee and deducted from Pope County’s Leave Bank: _____

_____ Payroll Administrator	_____ Date
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**POPE COUNTY, AR
CATASTROPHIC LEAVE BANK COMMITTEE
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT, made this ____ day of _____ (month), ____ (year), between _____, (hereinafter “Disclosing Party”), and _____ (hereinafter “Receiving Party”).

BACKGROUND

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to the Disclosing Party’s Catastrophic Leave Bank Recipient Application Form request which the parties hereto consider highly confidential.

NOW, THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

1. DEFINITIONS

1.1 “**Confidential Information**” shall mean all information provided by Disclosing Party with respect to the application. Confidential Information shall also include all information related to the application provided by Disclosing Party to Receiving Party prior to the signing of this agreement. Confidential Information shall not include any of the following:

(a) any information in the public domain at the time of the disclosure, or subsequently comes from within the public domain without fault of the Receiving Party;

1.2. “**Disclosing Party**” shall mean the party disclosing information to the other relating to the application.

1.3. “**Receiving Party**” shall mean the party receiving information from the other relating to the application.

2. USE OF CONFIDENTIAL INFORMATION

The Receiving Party agrees to

(a) receive and maintain the Confidential Information in confidence;

(b) not reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Party;

(c) not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, employee, supervisor, official or health provider without the express written consent of Disclosing Party;

(d) limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to members of Catastrophic Leave Bank Committee who have a need to know and an obligation to protect it;

(e) not use or utilize the Confidential Information without the express written consent of Disclosing Party;

(f) utilize the best efforts possible to protect and safeguard the Confidential Information from dissemination.

3. RETENTION OF CONFIDENTIAL INFORMATION

Receiving Party agrees to retain all Confidential Information from the Disclosing Party upon decision of Catastrophic Leave Bank Committee regarding the recipient's application. When the Receiving Party (parties) has finished reviewing the information provided by the Disclosing Party and a decision as to whether or not approval of recipient's application has been made, the Receiving Party (Parties) shall retain all information in the Disclosing Party's employee file in the Payroll Department.

4. NON-ASSIGNABLE

This agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

5. GOVERNING LAW

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of Arkansas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

6. ENTIRE AGREEMENT

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

IN WITNESS OF THEIR AGREEMENT, the parties have set their hands to it below effective the day and year first written above.

By: _____
Disclosing Party/Employee or Designee

By: _____

Receiving Party/Committee