TENTATIVE AGREEMENT

Between The

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

And The

NEVADA JOINT UNION HIGH SCHOOL TEACHERS ASSOCIATION

February 3, 2020

The following is a tentative agreement between the Nevada Joint Union High School District ("District") and the Nevada Joint Union High School District Teachers Association ("Association") resolving the parties recent negotiations regarding contract language pertaining to Article III, Definitions, Section 3.7 Immediate Family and Article XX, Section 20.2.4 Catastrophic Leave and Section 20.9 Bereavement Leave.

The District and the Association agree to amend the following contract Articles:

ARTICLE III - DEFINITIONS

3.7 "Immediate family" means mother, father, stepmother, stepfather, grandmother, grandfather, father-in-law, mother-in-law, grandchild, son, son-in-law, daughter, daughter-in-law, stepchild, brother, sister, spouse or any relative living in the immediate household.

3.7 "Immediate family" means mother, father, brother, sister, daughter, son, stepmother, stepfather, step-sister, step-brother, step-son, step-daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, foster son, foster daughter, foster parent, domestic partners (registered with the Secretary of State), and grandchildren.

ARTICLE XX - LEAVE OF ABSENCE

20.2.4 Catastrophic Leave

20.2.4.1 The governing board of the Nevada Joint Union High School District establishes a catastrophic leave program to permit employees of the district to voluntarily donate eligible leave credits to a specific employee when that employee or a member of his or her family suffers from a catastrophic illness or injury. The District Office will account for all such transfers, and provide written statements to certificated employees detailing all transfers in the annual leave statement described above in Article XX, Section 2.2.3.

For the purposes of this section the following terms are defined as follows:
20.2.4.1.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

20.2.4.1.2 "Eligible leave credits" means vacation and sick leave accrued to the donating employee.

20.2.4.2 Eligible leave credits may be donated to a specific employee for a catastrophic illness or injury if the following requirements are met:

20.2.4.2.1 The employee who is, or whose family is suffering from a catastrophic illness or injury requests that leave credits be donated—and provides verification of catastrophic illness or illness as required by the governing board of the school district.

20.2.4.2.2 The governing board of the school district determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.

20.2.4.2.3 The employee has exhausted all accrued paid leave credits.

20.2.4.3 Mechanism for Getting Notice Out

20.2.4.3.1 A physical mechanism will be developed to have the teacher sign for pledges. All information will be confidential.

20.2.4.4 If the governing board of the school district gives its approval pursuant to Article XX, Section 20.2.4.2, any certificated employee may, upon written notice to the governing board of the district, donate eligible leave credits at a minimum of one full work day.

20.2.4.4.1 A first-year teacher cannot donate days.

20.2.4.4.2 No one can give up more than 25% of accumulated sick leave.
20.2.4.4.3—A donating teacher cannot reduce his/her sick leave
—amount to less than 20 days.

20.2.4.5—The governing board shall adopt rules and regulations for the
—administration of this section, including, but not limited to, the
—following:

20.2.4.5.1—The maximum amount of time for which donated leave
—credits may be used will not exceed a period of twelve (12)
—consecutive months.

20.2.4.5.2—The verification of catastrophic injury or illness must
—include a letter from the certificated employee's
—appropriate medical doctor or psychiatrist.

20.2.4.5.3—All transfers of eligible leave credits are irrevocable.
—However, the district will set up a process prior to transfer
—by which donors may "pledge" leave time to an employee
—in the event that the employee will actually need the
—"donation." Thus, if the situation changes whereby that
—employee no longer needs eligible leave credits, the
—donor will retain his/her pledged leave time. If the pledged
—days are used by the recipient, those days are irrevocable
—by the donor.

20.2.4.5.3.1—Parties understand that the "pledged" days
—are revocable until use. Once the days are
—used, the days become transferred days, and
—are irrevocable.

20.2.4.5.3.2—Leave proposed to be used shall be used one
—day per pledging employee as the employee
—list of pledges is followed. Order of use is by
—the date of pledge, or first in, first out. The District
—Office will develop a mechanism to keep track
—of this.

20.2.4.6—An employee who receives paid leave pursuant to this section shall
—use leave credits that he or she continues to accrue on a monthly
—basis prior to receiving paid leave pursuant to this section.

20.2.4.7—If a person is within ten days of using all pledged time, the
—administration will send out a notice advising employees of the need
—for more days.

20.2.4.8—The administration will have forms available with the
—Principal's secretary.

20.2.4 

Catastrophic Leave
The Nevada joint Union High School District Catastrophic Leave Bank will take effect July 1, 2020. For the 2020-21 Fiscal Year, the District agrees to make a one-time contribution to the Bank of twenty (20) days. Subsequent contributions to the bank shall be made by eligible and participating unit members.

20.2.4.1 Assumptions

Days deposited into the Bank and not used shall accumulate annually while the Bank is in effect. Further assumptions include:

A. The Association and the District agree to create the NJUHSTA/NJUHSD Catastrophic Leave Bank.
B. Days deposited into the Leave Bank and not used shall accumulate from year to year. Days will be contributed and withdrawn without regard to the daily rate of pay.
C. A "day" shall be any day a unit member is expected to be on duty as determined by the terms of this Agreement.
D. In the spirit of continuous improvement, the District and NJUHSTA will work together to review the program parameters and will make recommendations for improving its implementation on a regular basis.

20.2.4.2 Enrollment and Contributions

All bargaining unit members with the District are eligible to contribute to the Catastrophic Leave Bank, including part-time and temporary unit members.

The enrollment window will be in effect from July 1 to October 1 annually.

A. Current unit members will be asked to enroll during this period to establish the Bank in the first year in writing on the appropriate form.
B. Part-time employees may contribute to and withdraw from the bank on a pro-rata basis.
C. Once a member chooses to enroll, membership will become automatic; one day will be contributed to the Bank at the start of each school year, unless canceled by the member prior to the conclusion of the preceding school year.
D. Members shall enroll in writing using the Catastrophic Leave Enrollment Form.
E. New members who are hired after the start of the school year will have thirty (30) days to join after the date of hire or until October 1st of that school year, whichever provides more time.
F. Cancellation may occur at any time. Cancellation requests must be submitted to the Leave Bank Committee in writing. Donated sick leave is irrevocable and will not be returned after cancellation.

G. Annual rate of contribution is one (1) day of sick leave. If the Bank falls below one hundred fifty (150) days (with the exception of the first year, when the Bank is first established) the committee shall meet to determine whether a special contribution/enrollment period shall open. This “trigger” to contribute an additional day should only happen once per member per year. Members with three or fewer sick leave days at the time of the trigger shall retain membership in the bank but shall not be required to donate an additional day. However, at the next open enrollment period members who did not contribute during the special contribution period will be required to donate an extra day.

H. Employees who have notified the District of retirement may contribute up to ten (10) days on the last day of employment irrespective of the Bank level.

I. If the number of accumulated days exceeds four hundred (400), no contribution shall be required for returning members but will be required for new hires and those returning to active status or those who desire to newly participate in the Bank.

J. The committee will solicit voluntary contributions before denying a claim due to an insufficient number of days in the Bank.

20.2.4.3 Eligibility and Withdrawal

Leave Bank participants whose available paid leaves are exhausted may be granted additional days from the Leave Bank for catastrophic illness or injury upon approval of the Leave Bank Committee.

A. Definition of catastrophic: "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family (as defined in Article 3.7) which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the employee because they have exhausted all of their accrued sick leave.

B. Incapacitation can be intermittent/non-consecutive.

C. As a general guideline, incapacitation means five (5) consecutive days or ten (10) days within a thirty (30)-day period.

D. Members must use all accrued sick leave prior to withdrawal; however, a unit member may apply to the Bank
if they anticipate their absences will result in exhausting their accrued sick leave balance.

E. Members will be able to withdraw no more than thirty (30) days at a time; members can re-apply for extension of withdrawals. An employee may reapply for an additional leave credit not to exceed one hundred and eighty days (180) days in a ten (10) year period.

F. Approved days can be used either consecutively or intermittently.

G. Member’s withdrawal may not exceed statutory maximum period of twelve (12) consecutive months.

H. Members will be required to submit a note to the Committee from a healthcare provider of the member’s choosing.

I. The Committee may require further medical review.

J. Applications from family members can be submitted on behalf of the member if the member is unable to submit an application on their own behalf.

K. Withdrawal from the Bank cannot coincide with Worker’s Compensation, unless the member has exhausted all Workers’ Compensation Leave.

L. Only employees who are active contributors of the Bank are eligible to withdraw from the Bank.

M. Members who are currently drawing days from the Bank do not have to contribute a day if a “trigger” occurs in order to maintain eligibility/membership.

20.2.4.4 Administration

The Bank will be administered by the Catastrophic Leave Bank Committee (Committee) consisting of two (2) unit members appointed by NJUHSTA and one (1) administrator appointed by the District. The Committee shall have the responsibility of maintaining the records of the Leave Program, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the involved employees and the District.

A. By October 10th of each school year, the District shall notify the Committee and NJUHSTA of the following:
   - The total number of days in the Bank.
   - The names of the participating unit members.
   - The number of days contributed by unit members for the current year.
   - The number of days contributed by the District.

The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the requests and defend against any denials.
B. The Committee will:
   • Meet quarterly as needed.
   • Receive enrollment and cancellation requests.
   • Approve or deny Bank withdrawal requests.
   • Communicate the Committee's decision to the employee and the District.
   • Maintain confidentiality of data and information of participating unit members.

C. Approval Timeline:
   • In an effort to provide a swift response, the Committee will strive to respond to all requests within ten (10) calendar days. In some cases the response will require additional information and therefore may take longer than ten (10) calendar days.
   • The Committee will communicate to the member in writing.

D. The Committee will maintain Bank records, including applications, membership, denials, and approvals.

E. If the Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the current members of the Bank proportionally to their donations.

20.2.4.5 Appeal of Leave Committee Decisions
A. Section 20.2.4 is not subject to the grievance procedure.

20.9 Bereavement Leave

An employee shall be entitled to a maximum of three (3) days leave of absence if two hundred (200) miles or less, or five (5) days leave of absence if two hundred (200) or more miles, without loss of salary on account of the death of any member of his immediate family.

20.9 Bereavement Leave

20.9.1 Each employee shall be entitled to a leave of no more than five (5) days for a death in the immediate family. "Immediate family" means mother, father, brother, sister, daughter, son, step-mother, step-father, step-sister, step-brother, step-son, step-daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, foster son, foster daughter, foster parent, domestic partners (registered with the Secretary of State), and grandchildren.
20.9.2 No more than two (2) travel days may be added to the five (5) days bereavement leave if travelling over 200 miles one way.

20.9.3 Additional days necessitated by bereavement, if needed, may be deducted from sick leave.

Brett W. McFadden
Superintendent, NJUHSD

Date: 2/26/2020

Jessica Lee
President, NJUHSTA

Date: 2/26/2020