

CITY OF SPARKS
ASSISTANT, SENIOR, AND CHIEF ASSISTANT CITY ATTORNEYS RESOLUTION
JULY 1, 2013 THROUGH JUNE 30, 2015

RESOLUTION NO. 3240

INTRODUCED BY COUNCIL

A RESOLUTION PROVIDING FOR SALARIES FOR ASSISTANT AND SENIOR ASSISTANT CITY ATTORNEYS; PROVIDING BENEFITS FOR THESE EMPLOYEES; PROVIDING FOR THE REPEAL OF ALL PRIOR RESOLUTIONS; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

IT IS RESOLVED by the City Council of the City of Sparks as follows:

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CITY OF SPARKS
ASSISTANT AND SENIOR ASSISTANT CITY ATTORNEY RESOLUTION
JULY 1, 2013 THROUGH JUNE 30, 2015

SECTION 1: ADMINISTRATION

The City Manager shall administer the pay plan in accordance with the provisions established herein and the Sparks City Charter.

Article A: DESIGNATION OF SENIOR, ASSISTANT CITY ATTORNEYS, and CHIEF ASSISTANT CITY ATTORNEY

Senior, Assistant, and Chief City Attorneys are listed in Appendix A and are employees who fill positions which require specialized and broad knowledge in a given field, require advanced academic work, advanced degrees, and are licensed and in good standing by the State Bar of Nevada.

Article B: REPEAL OF PRIOR RESOLUTIONS

Unless otherwise provided in this Resolution, all previous Resolutions pertaining to the Assistant and Senior Assistant City Attorneys, are hereby repealed.

Benefits provided under this Resolution shall not be revised unless notice is given to all covered employees and opportunity is provided to meet and confer with the City Manager, or his designee, with the right to appeal to the City Council.

Article C: EFFECTIVE DATE

This Resolution shall be effective as of July 1, 2013, and shall continue in force until June 30, 2015, except as otherwise provided herein, or until a successor resolution has been approved by City Council.

Article D: GRIEVANCE PROCEDURE

1. **"Grievance" defined:** "Grievance" means a disagreement as to the interpretation or application of a provision of this Resolution to a specific factual situation. "Grievance" does not include any matter covered by the Sparks City Charter or the Sparks Municipal Code, including the City Attorney's authority to hire, discipline, remove or discharge assistant city attorneys or senior assistant city attorneys. "Grievance" does not include any disagreement which is merely hypothetical or is not based on an actual factual occurrence.

2. **Procedure:** If an employee has a grievance, the employee shall submit the grievance in writing to the City Attorney. The grievance must set forth all necessary facts and the specific provision of this Resolution which is being questioned. The grievance must give the employee's interpretation of the language at issue, apply the facts to that language and reach a conclusion. The City Attorney shall review the grievance and shall approve, approve with modifications, or deny the grievance by a written decision letter to the employee dated not more than thirty (30) calendar days after the date the grievance was received. In the event of a denial, the decision letter must set forth the reasons for the decision and be personally served on the employee. If the City Attorney fails to issue the written decision within that 30-day period, the grievance shall be deemed approved.

3. Appeal: An employee who is aggrieved by the decision of the City Attorney may appeal the decision to the City Manager by filing a written Appeal letter with the City Manager's Office within five (5) days after the employee receives the City Attorney's decision letter. A copy of the grievance and the City Attorney's decision must be attached to the appeal. The appeal shall only request the City Manager's review of the grievance and the decision, and must not recite the facts or argument set forth in the grievance or decision, nor add any new facts or argument. The City Manager or his designee shall review the appeal and render a brief written decision on the appeal within thirty (30) days after receiving the appeal. The decision of the City Manager or his designee is final.

Article E: SAFETY GRIEVANCE PROCEDURE

STEP 1. An Employee shall immediately bring the matter to the attention of his or her Supervisor. If the Supervisor does not take immediate steps to remedy the unsafe condition, the Employee may file a written safety grievance with the Supervisor.

STEP 2. The Supervisor will respond to the grievance within twenty-four (24) hours of the time the written grievance is filed.

STEP 3. If the written response of the Supervisor is unsatisfactory, the Employee may present the grievance to the City Attorney within twenty-four (24) hours. The Department Director will review the alleged unsafe condition and will make the final decision on the grievance within twenty-four (24) hours of receiving the grievance.

Copies of the safety grievance and the responses at all levels will be provided to the appropriate Safety Committee.

Article F: BASIC WORK WEEK

Employees, as defined by FLSA, shall be compensated on a bi-weekly basis and shall not be entitled to night differential pay, overtime pay, and worked holiday pay. Employees covered by this Resolution may work an alternative work schedule, such as four ten (4/10) hour days with the approval of the City Attorney.

Article G: AT WILL EMPLOYMENT

Senior and Assistant City Attorneys are employed by the City pursuant to the Sparks City Charter, Section 3.050, the City Attorney may appoint and remove or discharge Assistant City Attorneys pursuant to ordinances adopted relating thereto.

Article H: LAY-OFF PROCEDURES

Whenever it becomes necessary in the City Attorney's Office, through lack of work or funds, abolishment of the job, or other good cause to reduce the work force in that department, personnel shall be laid off at the discretion of the City Attorney.

SECTION 2: PAY RATES & REGULATIONS

Article A: Pay Rates:

FY 2013-2015

For the fiscal year 2013-2015, base salary rates will remain at the July 1, 2013 rate, except as may be adjusted due to reclassification.

The 50/50% split in PERS increases is removed.

No person shall be paid at a rate above the maximum or below the minimum rate in the range to which his/her position class is assigned.

2. Pay Periods: Each two week period shall constitute a pay period. The pay period shall commence on Monday at 12:01 A.M. and end on Sunday at Midnight. The dates of payment shall be established by the Financial Services Director.
3. Initial Appointment: Upon entering an appointive position, an employee shall receive compensation at the minimum of the salary range in the job classification for which the employee was hired. When economic conditions, unusual employment conditions or exceptional qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interests, the City Manager may authorize hiring at a higher step in the salary range upon the request of the City Attorney.
4. Promotions: When an employee is promoted to a position allocated to a higher pay range, the employee shall receive the minimum pay rate for the new position class or a five percent (5%) salary increase, whichever is higher, not to exceed the maximum of the pay range. The City Attorney may recommend other salary considerations as he deems necessary.
5. Demotions: An employee covered by this Resolution shall be given fifteen (15) days' notice before a demotion is effective. When an employee is demoted to a position in a class allocated to a lower pay range, the employee shall be reduced five percent (5%) or to the maximum rate of the new salary range, whichever is lower. The City Attorney may recommend other salary considerations as he deems necessary
6. Reduction of Pay: The City Attorney with the approval of the City Manager, may reduce an employee from any salary within the salary range, other than the minimum, to any appropriate salary within the salary range, upon failure of the employee to maintain the standard of work set forth for the position of the salary level at which the employee has been placed. In such event, the employee may again be raised by the City Attorney, with the approval of the City Manager, to a salary level not higher than that from which the employee was reduced without any time requirement or other consent should, in the opinion of the City Attorney, the employee's standard of service be reestablished.
7. Transfers: When an employee is transferred to a position in another class allocated to the same salary range, the employee shall continue at his/her then existing salary level. A transfer will not thereafter exempt the employee from future salary increases as provided in future Resolutions for covered employees.
8. Reclassification of Position: When an employee's position is reclassified to a higher salary range, the employee shall be placed into the new pay range with a minimum five percent (5%) increase. Under no circumstances, however, shall any employee be paid more than the top of the employee's salary range. In those cases where an employee's position is reclassified to a lower pay range, the employee shall be placed into the new pay range at the same pay level in which the employee is presently serving. A reclassification will not thereafter exempt the employee from future salary increases as provided in future Resolutions for covered employees.
9. Full-Time Service: For the purposes of determining eligibility for merit advancements and accrual of benefits, the term "full-time service" shall mean the number of days actually worked on a job including all absences with pay. Leave of absence without pay shall not be credited as full-time service.
10. Part-time Employment: Full-time positions currently approved within the budget may be filled on a part-time basis. Benefits attendant to part-time positions shall be determined by the City Manager or his designee on an individual basis.
11. Special Pay Considerations: In special circumstances, an employee may choose to reduce their

individual pay rate, waive payment of longevity, or other pay considerations. These reductions are voluntary, and will require the submission of a written request, effective for the current fiscal year only.

12. Voluntary Unpaid Time Off: In special circumstances, and with the City Attorney and City Manager approval, an employee may choose to take up to four (4) weeks voluntary unpaid time off per fiscal year. During this period, the employee's benefits will remain in force, with all applicable accruals. This unpaid time off is not considered a Leave of Absence as outlined in Section 4, Article I.
13. Voluntary Pay or Benefits Reduction: Should an employee voluntarily take a reduction in pay, benefits, or hours worked as outlined in paragraph 11 and 12 above, the City Manager may make non-monetary considerations for the benefit of such employees.

Article B: MERIT ADVANCEMENTS

1. Probationary Period: All original and promotional appointments of persons to vacant positions will be made subject to a probationary period of at least six (6) months, not to exceed one (1) year. At the completion of the probationary period, an employee whose service has been certified as satisfactory by the City Attorney shall be deemed a regular employee of the City of Sparks. The employee shall thereupon be eligible for a salary increase. The City Attorney, upon proper documentation setting forth the reasons for doing so, may extend the probationary period of any new employee with a questionable job performance record. An employee shall not receive any pay increases while in probationary status, other than cost of living adjustments and/or job classification pay rate adjustments authorized by the City Council.
2. Merit Increases: An employee who has attained regular status but who has not reached the maximum in the salary range shall be eligible for a merit pay increase, contingent upon the employee's level of job performance, on the anniversary date for that employee. An employee who may otherwise be eligible for a merit increase, but who was denied such an increase on the anniversary date, shall be eligible for review at the discretion of the City Attorney for a merit salary increase at any subsequent time during the next twelve (12) months.

Article C: BILINGUAL PAY

Bilingual status shall only be for designated positions where the incumbent serves as a bilingual interpreter on an on-call basis for one or more departments. The final decision as to the designation of bilingual status will be made by the City Manager. Bilingual pay will be at the rate of fifty dollars (\$50) per pay period. An employee receiving bilingual pay is required to perform translation duties during normal work hours.

Article D: ACTING TEMPORARY OR ACTING CITY ATTORNEY COMPENSATION

1. Acting Temporary: Any employee covered by this Resolution may be temporarily assigned by the City Attorney. If such temporary assignment is either to fill a position which is vacant or to fill a position during the temporary absence of the employee who holds that position, the employee shall be termed in "Acting Temporary" status.

An employee covered by this Resolution who has been temporarily assigned by the City Attorney to serve in an acting capacity shall receive the minimum pay rate for the new position class, or a five percent (5%) salary increase, whichever is higher, for the temporary time only, not to exceed the maximum of the range for the position assigned. The higher rate of pay will be for no less than eight (8) hours per shift. Upon termination in the Acting Temporary position, the employee shall return to the position and the pay range from which the employee was temporarily assigned.

2. Long-term Acting Temporary Assignment: If an employee is assigned to a long-term acting temporary assignment for thirty (30) or more consecutive calendar days, beginning with the thirty-first (31st) calendar day, the employee shall receive compensation ten percent (10%) greater than the employee's regular salary or the bottom of the acting position's pay range, whichever is greater, not to

exceed the maximum of the range for the position assigned. Consecutive calendar days are defined by the assignment, not the employee's attendance. Approved leave days taken during the first thirty (30) consecutive calendar days will not affect the assignment. The ten percent (10%) rate for the long-term acting temporary assignment compensation is paid after the assigned thirty-first (31st) calendar day.

3. Acting City Attorney: Any employee who is assigned as City Attorney between the incumbent's resignation and the hiring of a new City Attorney or during extended absences as approved by the City Manager shall be appointed Acting City Attorney and be paid an additional ten percent (10%) over the employee's base salary or the minimum step of the salary range for the City Attorney being replaced, whichever is greater, not to exceed the maximum of the range for the position assigned. In such circumstances, the City Manager may apply additional benefits, up to, but not to exceed Executive benefits at his discretion.

Article E: EMPLOYEE LONGEVITY PAY:

1. Eligibility: Those Employee's hired on or after 7/1/12 who have completed five (5) years of service with the City, with each year being computed to the 16th day of November, and those Employee's hired before 7/1/12 who have completed five (5) years of service with the City, with each year being computed to the 30th day of November, shall be entitled to longevity pay in addition to regular pay and benefits.
2. Amount of Longevity Pay: The annual Longevity Pay shall be at the rate of ONE-HALF OF ONE PERCENT (0.5%) of base salary multiplied by the number of years of service with the City to a maximum of ten percent (10%) of base pay. The maximum dollar payment shall be three thousand dollars (\$3,000).
3. Computation and Payment of Longevity Pay: The Longevity Pay shall be computed from the longevity date through November 16th of the year being paid. For purposes of computation, a longevity date prior to the sixteenth (16th) of a month shall cause that month to be counted as one month of employment.

Longevity Pay for all eligible employees shall be paid no later than the Wednesday prior to Thanksgiving.

4. Creditable Service for Longevity Computation: All periods of classified or appointed full-time and/or full-time temporary employment with the City of Sparks shall be considered as creditable service for the purpose of computing longevity eligibility.

Temporary service will be credited only after the employee has been granted regular status.

Any period in which an employee was, while employed by the City of Sparks, called into the active military service of the United States Armed Forces, involuntarily, will be considered as creditable service for computation of Longevity Pay.

5. Non-Creditable Service for Longevity Computation: The following shall be deducted from creditable service time for computation of Longevity Pay:
 - a. Any periods that an employee is on authorized leave of absence.
 - b. Period or periods of service in the active military services of the United States Armed Forces in which the employee enlisted voluntarily for active service, other than periods of war time or national emergency.
6. Payment of Longevity Pay Upon Termination: An eligible employee shall be paid Longevity Pay upon termination of employment with the City of Sparks. Payment will be made for each complete month

between the preceding December 1st and the termination date as follows:

The total number of years employed plus the number of full months worked since the preceding November 30th, times the appropriate percentage of base salary as described in paragraph 2 of this article, divided by twelve (12).

7. Death of Employee: Upon the death of an employee presently on the employment records of this City, payment of the Longevity pay shall be paid to the employee's beneficiaries or estate. The City Manager shall instruct the Financial Services Director on the disposition of such cases.

Article F: WATCHES, CELLULAR PHONES, AND EYEGLASSES

The City agrees to reimburse employees to a maximum of one hundred and fifty dollars (\$150.00) for each incident for each pair of eyeglass frames and cellular phones, and the actual cost of prescription lenses, and seventy-five (\$75.00) for each watch which is lost, damaged or destroyed while performing job related duties, as certified by the Department Head. If an employee has a city-issued cellular phone, the reimbursement for cellular phone will not apply.

Article G: AUTO ALLOWANCE

1. The City Manager, or his designee, is authorized to designate specific employees covered under this resolution to receive an auto allowance. This rate will be reviewed and adjusted by the I.R.S. published increase or decrease in allowable expense, effective the first complete pay period of July each year. The City Manager, or his designee, may, as auto travel requirements change for any position, add or remove designated employees to receive an auto allowance. If the auto allowance designation is removed for an employee, the auto allowance payment will continue for a period of ninety (90) days following the removal of such designation. Employees receiving an auto allowance are not entitled to use of a city vehicle unless authorized in advance by the City Manager.
2. Use of City Vehicle: The City Manager, or his designee, may, with the approval of the City Attorney, at the request of an employee covered under this Resolution designate employees to utilize a City-owned vehicle for City Business. Employees so designated shall be permitted to take the vehicle home for after hour's meetings or for emergency response. Employees designated to receive this option shall not be entitled to an Auto Allowance.

Article H: CELL PHONE REIMBURSEMENT

At the employee's request, a reimbursement of \$75 per month will be paid for use of personal cellular phone. If an employee has a city-issued cellular phone, the reimbursement for cellular phone will not apply.

SECTION 3: BENEFITS

Article A: GROUP HEALTH, DENTAL, LIFE, AND LONG-TERM DISABILITY INSURANCE

1. Eligibility: All persons heretofore described as being eligible for group health and long-term disability insurance may, after initial employment and following a thirty (30) day waiting period from the first day of the month following employment, enroll in the City's group health insurance plan, which includes dental, vision, life insurance, and long-term disability insurance plan, provided such employee is not excluded from enrollment by conditions of the insurance contract.
2. City - Employee Share of Premium:
 - a. The City shall pay the entire premium for group health and life insurance for each employee and for the employee's eligible dependents for employees hired on or before June 30, 2006. For employees hired on or after July 1, 2006, and before July 1, 2010, the City shall pay the entire premium for group health and life insurance for each employee and seventy five

percent (75%) of the actuarially determined premium (health/dental/vision/life) for the employee's eligible dependents enrolled in the City's plan and employees shall pay twenty five percent (25%) of the monthly insurance premium (health/dental/vision/life) via automatic payroll deduction for their eligible dependents. . For employees hired on or after July 1, 2010 the City shall pay the entire premium for group health and life insurance for each employee and fifty percent (50%) of the actuarially determined premium (health/dental/vision/life) for the employee's eligible dependents enrolled in the City's plan and employees shall pay fifty percent (50%) of the monthly insurance premium (health/dental/vision/life) via automatic payroll deduction for their eligible dependents.

- b. The City shall pay one hundred percent (100%) of the total premium for the basic long-term disability plan offered by the City. Additional premium for any "buy-up" to the plan is the employee's responsibility.

3. Status While on Leave of Absence: An employee on Leave of Absence from the City may continue to carry the City Group Insurance Policy and long-term disability policy by making full premium payment in compliance with applicable federal regulations.

4. Long-Term Disability Insurance Upon Separation from City Service:

Employees who separate from City service may be eligible to convert the long-term disability coverage through the insurance company. The individual is responsible for one hundred percent (100%) of the premium cost and shall pay the premium directly to the insurance company.

5. Group Health Plan Benefits Committee:

- a. It is agreed that a Group Health Plan Benefits Committee is established. The purpose of this Committee is to recommend to the City Council any benefit changes in the City's self-insured medical, dental, vision and life insurance plans.
- b. The Committee shall be comprised of members from the following groups:

- All Operating Engineers Unions *
- All Police Unions *
- International Association of Firefighters *
- Confidential
- All Management Groups/Appointed/Classified Chief Officers
- *Represented, voting member organization

In addition, one retired Employee will serve as a non-voting member to provide input on the effect of our changes upon retirees.

The city will increase the employees' salary and wage schedule in one-half (1/2) percentage increments up to a maximum of three and one-half (3 ½) percent in exchange for permanent health care reductions, which promote personal and plan accountability or reduction in spending in the overall Group Health Plan implemented no later than January 1, 2014. Resolution members will receive their prorated share of the savings which will be converted to salary including salary driven benefits.

Pay increase will be based on City Council approval of Group Health Plan Committee change recommendations. The dollar savings from the Group Health Plan to be converted to salary and wages will be determined based on projections developed by the Group Health Plan Committee's consultant.

- c. The Committee Chairperson and Vice-Chairperson will be appointed by the City Manager and

will not have a vote on the Committee.

- d. The Representative of each recognized Bargaining Unit shall have the authority to bind said Bargaining Unit to any modifications in benefits recommended to the City Council subject to ratification of at least two of the Bargaining Units. Any modifications in benefits agreed to by the City Council on recommendation of the Committee shall be binding upon each recognized Bargaining Unit. Assistant and Senior Assistant City Attorneys may provide input to the member representing the Management/Professional/Technical/Executive. Employees under this Resolution agree to be represented by the voting member of the Management/Professional/Technical Executive group on the Group Health Benefits Committee.

Article B: HEALTH INSURANCE UPON RETIREMENT-SICK LEAVE CONVERSION:

- 1. Eligibility: Employees hired by the City of Sparks prior to July 7, 1997, shall be eligible for this benefit. Employee's hired after July 6, 1997 and transferred or promoted into this Resolution will retain sick leave conversion rights outlined in this resolution at the time of retirement. Employees who elect to have sick leave payoff in cash in accordance with this agreement are not entitled to elect conversion of accumulated sick leave to an insurance benefit. Eligible employees electing sick leave conversion to an insurance benefit are not entitled to sick leave payoff in cash.

- 2. Conversion of Accumulated Sick Leave:

- a. Employees qualifying for retirement under Nevada PERS with a minimum of twenty (20) years of continuous service with the City of Sparks may elect to convert fifty percent (50%) of the employee's accumulated sick leave to an unfunded City account for the purpose of paying for medical coverage under the City's then existing group medical insurance plan on a monthly basis.
- b. Employees qualifying for retirement under Nevada PERS with a minimum of between twenty (20) and twenty-five (25) years of continuous service with the City of Sparks may elect to convert the following percentages of the employee's accumulated sick leave to an unfunded City account for the purpose of paying for medical coverage under the City's then existing group medical insurance plan on a monthly basis.

<u>Years of Continuous Service</u>	<u>Conversion Percentages</u>
20	65%
21	75 %
22	80 %
23	90 %
24	95 %
25	100 %

- c. The account would be assigned a present value as of the date of retirement equal to the number of hours of accumulated sick leave times the employee's base hourly rate at the time of retirement. The City will account for a retiree's accumulated sick leave and debit said account on a dollar-for-dollar basis. The City will pay the retiree's medical coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.
- d. When a retired employee becomes eligible for Medicare coverage or other federal programs, the retiree will receive Medicare supplemental coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

- e. A surviving spouse will continue to receive medical coverage under this benefit so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.
- f. This benefit is nontransferable and does not survive the retiree except as to a surviving spouse as described above.
- g. The fund to which the accumulated sick leave is credited does not accrue interest and does not have cash value. The City pays for the retiree's medical coverage by debiting the monthly cost of such coverage from the retiree's accumulated sick leave balance and paying the actual cost of such coverage out of the appropriate city fund. The retiree may request an annual summary of the sick leave balance.

Article C: RETIREMENT

The retirement rights of the employees are as provided by the Statutes of the State of Nevada. The City will pay one hundred percent (100%) of the employee's retirement contribution to the Retirement System.

Article D: TUITION REIMBURSEMENT

Upon proof of course completion with either a grade of 'C' or better or a certificate of completion for pass/fail courses, the Financial Services Director shall pay one hundred percent (100%) of tuition, lab fees, required textbooks, and ancillary written course materials, not to exceed one thousand dollars (\$1,000) per fiscal year for job related courses which are approved in writing in advance by the City Attorney and the Employee and Customer Relations Manager. Reimbursement is subject to all courses being 'accredited' as determined by the appropriate City Attorney and/or Human Resources. Approved certificate programs may also qualify for consideration under this article.

Article E: PHYSICAL EXAMINATIONS

Required:

- 1. Employees may be required, at the discretion of the City Manager or City Attorney, to have a medical examination. The medical examination shall be accomplished by a duly licensed medical doctor who shall be required to report the findings of the physical examination to the City Manager or City Attorney.
- 2. The physical examination shall consist of all those essential elements to determine the physical fitness of the individual. Employees shall receive a copy of the results of the examination upon request.
- 3. The cost of such medical examinations shall be paid by the City of Sparks.

Optional:

- 1. Employees covered by this Resolution may elect to have a medical examination at no cost to the employee. The examination may be conducted by a medical doctor of the employee's choice or the employee may choose to utilize the same facility contracted by the City to provide required medical examinations to public safety personnel.
- 2. The results of the examination will be provided directly to the employee.
- 3. The costs of such examination will be paid by the City up to the maximum amount provided for public safety personnel of equivalent age.

SECTION 4: LEAVE BENEFITS

Article A: HOLIDAYS:

1. The following holidays are established as legal holidays:

New Year's Day	January 1
M. L. King Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veteran's Day	November 11
Thanksgiving Day	Thanksgiving Day in November
Family Day	Friday after Thanksgiving
Christmas Day	December 25

And any other day that may be declared a holiday by the Mayor of the City of Sparks, the Governor of the State of Nevada or a national holiday by the President of the United States. Special Holidays granted by the President of the United States for Federal Employees under Executive Order 11582 are not City Holidays.

2. Holidays shall be observed as follows:
- a. If a legal holiday falls on the first day of an employee's scheduled day off, the day preceding work day shall be observed as a holiday.
 - b. If a legal holiday falls on the second or succeeding day of consecutive scheduled days off, the next succeeding work day shall be observed as a holiday.

Article B: ANNUAL LEAVE

1. **Eligibility:** For the purpose of determining eligibility for Annual Leave allowance, the term "continuous service" shall be that service commencing with appointment to a position and continuing until termination. For the purpose of determining Annual Leave earned, the term "actual service" shall mean the number of days actually worked on the job; provided, however, that absence from work due to Sick Leave with pay, Annual Leave with pay, Voluntary Unpaid Time Off as outlined in Section 2, Article A or injury or illness incurred in the City service shall be deemed actual service.
2. **Qualifying Period:** An employee is not entitled to take Annual Leave until the probationary period has been completed.
3. **Accrual of Annual Leave:**

A regular, full-time employee will be granted annual leave benefits as follows:

<u>Years of Continuous Service</u>	<u>40 hour Workweek Annual Leave Accrual Rate per Bi-Weekly Pay Period</u>
Less than 5 years	4.6 hours
5 years or more	6.5 hours
10 years or more	7.1 hours
15 years or more	7.9 hours
20 years or more	8.4 hours

4. Authorizations: All Annual Leave shall be taken at such times of the year as may be approved by the City Attorney.
5. Annual Leave Policy: It is hereby declared to be the policy of the City that employees take their normal Annual Leave each year; provided, however, that for reasons deemed sufficient by the City Attorney, an employee may, with the consent of the City Attorney, take less than the normal Annual Leave one year with a correspondingly longer Annual Leave the following year. City Manager approval is required for all vacation requests longer than three consecutive weeks.
6. Resignation and/or Retirement: A person about to resign or retire under the provisions of the State Retirement Act and who has earned Annual Leave may be granted Annual Leave for the time so earned not to exceed the annual maximum for her/his classification. Such Annual Leave must be taken prior to the effective date of any such resignation or retirement; or in lieu of such Annual Leave, an employee may be granted a lump sum payment for Annual Leave time accrued to her/his credit. All other employees will be granted a lump sum payment for Annual Leave time accrued to her/his credit.
7. Death of Employee: Upon the death of a person presently on the employment records of this City, a lump sum payment for Annual Leave time accrued to the employee's credit will be made to the employee's beneficiaries or estate. The City Manager shall instruct the Financial Services Director on the disposition of such cases.
8. Minimum Annual Leave To be Taken: The minimum Annual Leave time which may be taken at any one time by any employee shall be one day.
9. Annual Leave On A Holiday: An employee who is on Annual Leave on a Holiday shall not be charged Annual Leave for that holiday.

Article C: SICK LEAVE

1. Eligibility: For the purposes of determining eligibility for Sick Leave allowance, the term "continuous service" shall be that service commencing with appointment to a position and continuing until resignation or discharge.

For the purpose of determining Sick Leave earned, the term "actual service" shall mean the number of days actually worked on the job; provided, however, that absence from work due to Sick Leave with pay, Annual Leave with pay, Voluntary Unpaid Time Off as outlined in Section 2, Article A, injury or illness incurred in the City service and absence on temporary military duty shall be deemed actual service.

2. Accrual of Sick Leave: Employees working on a classified, appointed or probationary basis shall earn Sick Leave credits at the rate of five (5) hours per bi-weekly period or major fraction thereof, computed on the basis of calendar days of actual service.

Unrestricted Maximum: Accumulation of Sick Leave accruing to an employee's credit which is not used during the year in which earned may accumulate from year to year without restriction to a maximum amount.

Accrual of Sick Leave shall cease after any period of continuous Sick Leave having a duration of six (6) calendar months.

3. Authorized Use of Sick Leave: Sick leave, with pay, can only be granted upon the approval of the City Attorney or designee in the case of bona fide illness or injury of an Employee or, illness, injury or death of any relative within the third degree of consanguinity or affinity, as outlined on Appendix B, or domestic partner. Sick leave used for bereavement shall be limited to forty (40) hour per incident, except as

approved in advance by the City Manager or designee. Such use of bereavement leave is limited to the relatives listed on Appendix B and domestic partner.

4. Certificate of Illness: Evidence in the form of a physician's certificate or certificate of illness shall be furnished as proof of adequacy of the reason for the employee's absence during the time when sick leave was requested. A certificate may be required by the City Attorney when there is: (a) absence in excess of three (3) days or (b) whenever there is reason to believe that the Sick Leave privilege is being abused.
5. Forfeiture of Sick Leave: No City employee shall be entitled to Sick Leave while absent from duty on account of any of the following:
 - a. Disability arising from any sickness or injury purposely self-inflicted or caused by any of the employee's willful misconduct.
 - b. Disability arising from any conduct which is in violation of federal, state or local statute, written City or departmental policy or direct order of the Department Director.
 - c. Sickness or disability sustained while on Leave Without Pay.
6. Fraudulent Claim: Any person claiming Sick Leave, with pay, and any Department Director approving the same where it is shown that such claim was made or approved by such claimant or Department Director knowing that such claimant was not in fact sick or otherwise entitled thereto, shall forfeit all accumulated Sick Leave and shall not be allowed to receive or accumulate Sick Leave for a period of thirteen (13) pay periods thereafter. It shall be the duty of the City Manager to enforce this provision.
7. Advancing Sick Leave: Upon application of an employee and approval and justification by the City Attorney, an employee may be advanced Sick Leave. Advanced Sick Leave will not exceed sixty (60) days and will be subject to the following:
 - a. Request for advancement of Sick Leave will be supported by a medical certificate.
 - b. All available accumulated Sick Leave will be exhausted before advancement.
 - c. All available accumulated Annual Leave will be exhausted before advancement.
 - d. All available Personal Leave Days will be exhausted before advancement.
 - e. There is reasonable assurance that the employee will return to duty to earn and repay the advance credits.
 - f. If the employee terminates prior to restoring advanced sick leave, any amounts owing will be deducted from the employee's final paycheck.

The City Manager will be the final approving authority on such request.
8. Recovery for Damages: If an employee recovers damages for time lost, the employee shall not receive Sick Leave pay under this article for the same time; or having received sick leave prior to the recovery of damages, the employee shall repay the City for any amount paid therefore under this article.
9. Minimum Sick Leave To Be Taken: The minimum Sick Leave time which may be taken at any one time by any one employee shall be one day.
10. Payment for Accumulated Sick Leave:

- a. The City shall pay upon non-job related death of an employee or employee who has had ten (10) years of service with the City, payment equal to ten percent (10%) of unused accumulated Sick Leave earned with the City, to a maximum of one thousand five hundred (1,500) hours upon termination or death. In the event of a job related death or total permanent disability as determined by the City's Industrial Insurance Carrier, the City shall pay one hundred percent (100%) of the accumulated sick leave. No employee terminated for cause shall receive this benefit.
- b. Employees in good standing with a balance more than four hundred (400) hours of sick leave may cash in a portion of the balance over four hundred (400) hours once each year and shall be credited with twenty percent (20%) of the cashed in balance. For example, an employee cashing in one hundred twenty (120) hours receives credit for twenty four (24) hours back (120 hours x .2 = 24 hours). To be eligible for the cash in privilege, employees must maintain a minimum sick leave balance of four hundred (400) hours and may not cash in more than four hundred (400) hours over their minimum required balance. The maximum cash in pay back shall be eighty (80) hours (400 hours x .2 = 80 hours), which requires a minimum of eight hundred (800) hours on the books prior to the cash in.

This election must be made by April 1, with payment made to the employee with the second paycheck in July. The dollar amount of this cash-in credit, which will be paid at the employee's base salary as of July 1, will be paid directly to the employee.

Employees may elect to retain more than four hundred (400) hours before cashing in hours, or they may decide to not cash in any hours for one or more years. The cash-in privilege is at the discretion of employees electing this benefit.

10. Return to Work: Any employee certified by a physician to be absent from work for a specified period of time due to illness or injury must present a physician's release if the employee wishes to return prior to the date originally specified by the physician.

Article D: SICK LEAVE BANK

Employees covered in this Resolution 'pool' Sick Leave hours with employees covered in the Management, Professional, and Technical Resolution.

1. An employee may request in writing that a specified number of hours of accrued annual or sick leave may be transferred from the employee's account to the Sick Leave Bank.
2. The minimum number of hours which may be transferred is eight (8) hours. Any hours transferred from an employee's account to the "bank" may not be returned or restored to that employee. This article, however, does not prevent an employee from receiving leave from the "bank."
3. An employee who is about to exhaust all his or her accrued leave may request, in writing, that a specified number of hours be transferred from the Sick Leave Bank to the employee's own account. The request should include, at a minimum:
 - a. The employee's name
 - b. A description of the need and the expected duration.
4. An employee may not receive leave from the "bank" until all of the employee's sick, annual, personal leave hours have been exhausted.
5. An employee who receives leave from this "bank" is entitled to pay at the employee's own rate of pay.
6. Upon receipt of a request for leave, the Employee and Customer Relations Manager shall notify the

Committee. A Committee made up of two (2) appointees by the City Manager and the Employee and Customer Relations Manager. The Committee shall meet to review the request. The Committee may approve or deny transfer of a specified number of hours from the "bank" to the account of any employee whom the Committee determines is eligible to receive such leave.

7. The decision of the Committee concerning the approval of leave usage is final and is not subject to the grievance procedure.
8. The Committee may review the status of any leave granted to an employee and determine whether or not there is a continuing need for the granted leave.
9. The Committee shall not grant any hours of leave from the "bank" after:
 - a. The need ceases to exist; or
 - b. The employee who is receiving the leave resigns or the employee's employment with the appointing authority is terminated.
10. Any leave that the employee received from the "bank" which was not used or upon resignation or termination of the employee must be returned to the "bank."

Article E: SERVICE CONNECTED DISABILITY LEAVE

1. If an employee is absent due to a service connected injury, the employee shall receive current, full, regular pay of sixty (60) days in a twelve (12) month period, without being charged any sick and/or annual leave. After sixty (60) days, the employee shall, by notifying Human Resources, elect one of the following options:

OPTION 1. The employee shall accept as full compensation the amount received from Workers' Compensation.

OPTION 2. The employee shall accept current, full, regular pay and benefits from the City. The employee shall be charged sick leave until the employee's Sick Leave balance is zero hours, then the employee shall be charged Annual Leave until the employee's annual leave balance is zero hours. Upon depletion of the Sick Leave and Annual Leave hours to a zero balance, the employee shall be compensated by OPTION 1.

The employee cannot change from her/his original elected OPTION. This article does not apply to probationary employees.

2. The following procedures shall be adhered to when an employee is compensated by the City, within the maximum of sixty (60) days in a twelve (12) month period and/or an employee is compensated under OPTION 2.

Procedure 1. All Workers' Compensation payments will be credited to the City by the Worker's Compensation carrier.

Procedure 2. The employee shall be credited for first Annual Leave, and then Sick Leave hours charged during this disability. The hours charged to and compensated for by Workers' Compensation are multiplied by two thirds (2/3) and credited to the employee.

In no event shall an employee be allowed to receive the Employee's Worker's Compensation as well as compensation from the City.

Article F: COURT LEAVE

1. Any Employee appearing in any court or before the Grand Jury as a party to an action arising out of City employment or as a witness to either a civil or criminal case for the purpose of giving testimony as to facts or knowledge received in the course of City employment, shall receive full compensation as though actually on the job during such time. The employee shall claim any jury, witness or other fee to which the employee may be entitled by reason of such appearance and forthwith pay the same over to the Financial Services Director to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowance. If the employee is on duty and witnesses an event not related to the performance of their duty, but as a bystander witness, they will not be compensated for the court appearance. Additionally, the employee will not be paid court pay for any court appearance as a witness against the City.

In the event an employee is called upon as a witness before the Grand Jury or in any case before a court of law as a direct result of or directly pertaining to City employment, the employee may be entitled to retain from court fees reasonable allowance for expenses incurred.

2. Reporting on Time Card: Notation will be made on the employee time card for the hours of court leave granted to the employee while absent from the employee's regularly scheduled duties.

Article G: MILITARY LEAVE

1. Military leave shall be in compliance with the Uniformed Services Employment & Re-Employment Rights Act of 1994.
2. Any employee covered by the Resolution who is absent due to mandatory training in the U.S. National Guard or Reserve will serve without loss of City compensation for a period not to exceed fifteen (15) working days in any one calendar year. Any such absence shall not be deemed to be an employee's annual vacation.

Article H: LEAVE OF ABSENCE

An employee, as defined by Fair Labor Standards Act (FLSA), who is absent for a full day is entitled to compensation for sick leave, Annual Leave, or other paid leave. Any employee who is absent for a full day due to illness or Annual Leave is only entitled to compensation in relation to the amount of accumulated sick leave, annual leave, or other paid leave.

Article I: STATUS WHILE ON LEAVE OF ABSENCE

Official Leaves of Absence may be granted to employees as authorized by the City Attorney and the City Manager, not to exceed one (1) year. Any employee on such leave shall receive no compensation from the City during the period of absence.

The leave of absence shall be deemed to be in the best interest of the city. An employee must have five (5) years of service to be eligible for a leave of absence.

A leave of absence may not be granted to seek employment outside the City, or receive pay from another employer during the leave of absence.

Article J: PERSONAL LEAVE DAYS

Employees covered by this resolution are eligible for five (5) Personal Leave days. The Personal Leave days shall be available in full with the first full pay period in July of each year and any unused days shall expire on June 30th of each year. The personal leave shall be scheduled using the same process for Annual Leave.

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2013, by:

GENO MARTINI, MAYOR

ATTEST:

APPROVED AS TO FORM:

TERESA GARDNER
CITY CLERK

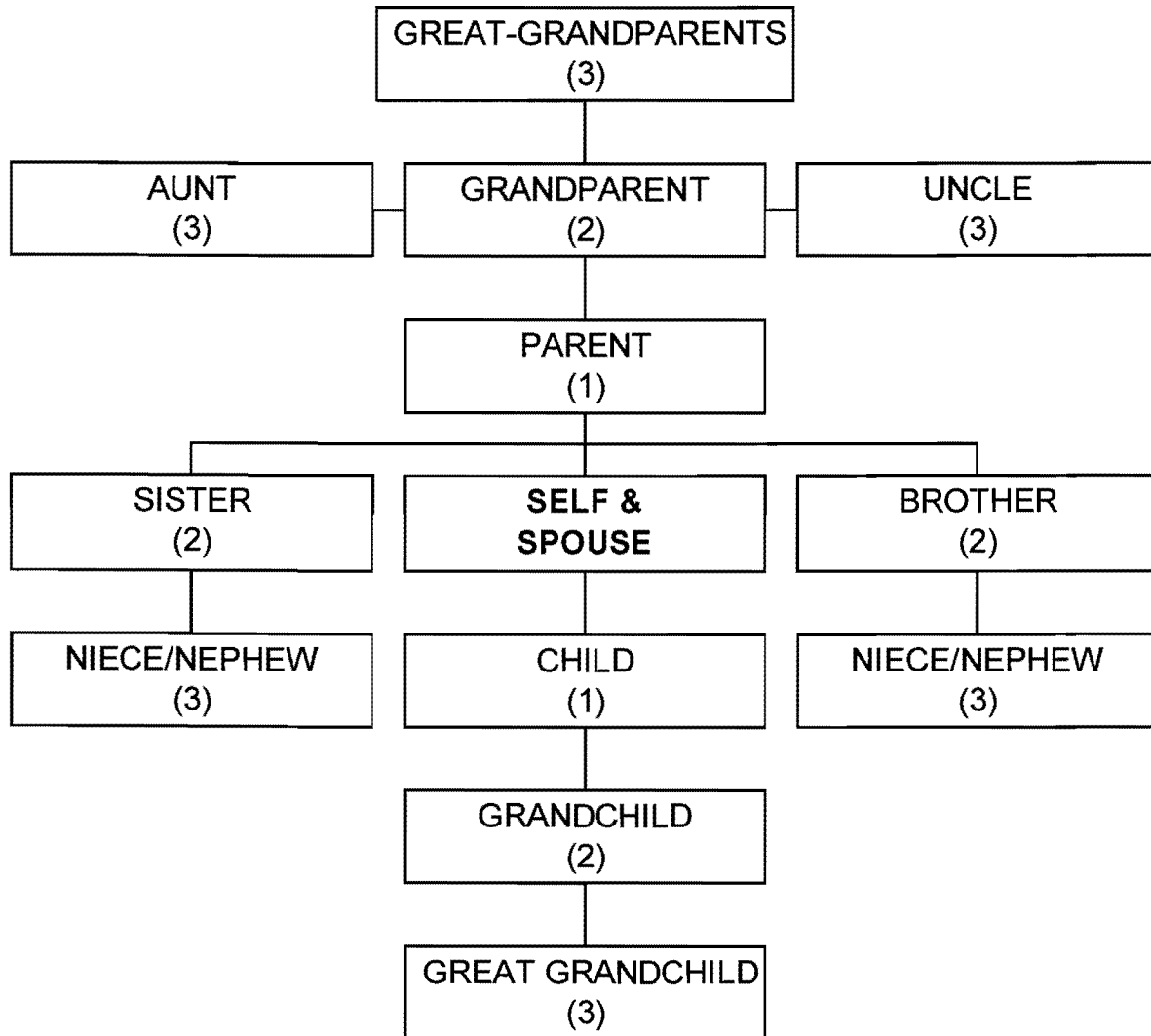


CHESTER H. ADAMS
CITY ATTORNEY

APPENDIX A – Assistant, Senior Assistant, and Chief Assistant City Attorney

Effective	07/01/13	
	Min Annual	Max Annual
Position		
Assistant City Attorney I	\$76,507	\$102,653
Assistant City Attorney II	\$76,882	\$109,226
Senior Assistant City Attorney	\$82,102	\$116,235
Chief Assisant City Attorney	\$90,027	\$127,550

DEGREES OF CONSANGUINITY AND AFFINITY



Note: spouse includes Domestic Partner.