

**CITY OF SPARKS**  
**ASSISTANT, SENIOR AND CHIEF ASSISTANT CITY ATTORNEYS RESOLUTION**  
**JULY 1, 2018 THROUGH JUNE 30, 2021**

**RESOLUTION NO. 3343**

**INTRODUCED BY COUNCIL**

A RESOLUTION PROVIDING FOR SALARIES FOR ASSISTANT, SENIOR AND CHIEF 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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## **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 ASSISTANT, SENIOR AND CHIEF ASSISTANT CITY ATTORNEY**

Assistant, Senior 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Resolution, all previous Resolutions pertaining to the Assistant, Senior and Chief Assistant City Attorneys, are hereby repealed.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 with the right to appeal to the City Council.

### **Article C: EFFECTIVE DATE**

This Resolution shall be effective as of July 1, 2018, and shall continue in force until June 30, 2021, except as otherwise provided herein, or until a successor resolution has been approved by City Council. The retroactive provisions of this resolution are only applicable to those employees who are employed on the ratification date of the agreement.

### **Article D: GRIEVANCE PROCEDURE**

1. **Defined:** A 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**

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.
2. The Supervisor will respond to the grievance within twenty-four (24) hours of the time the written grievance is filed.
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.
4. 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**

Assistant, Senior and Chief 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**

#### **Article A: PAY RATES**

On September 10, 2018, City Council adopted and made effective a classification and compensation program for certain City of Sparks' employees including those employees listed in Appendix A attached hereto and made part of this Agreement. The classification and compensation program adopted by City Council shall be effective on October 1, 2018.

Based upon the implemented classification and compensation program, if an employee's pay on October 1, 2018, is above the top of the pay range for the employee's classification, the employee's pay shall be frozen at its existing rate until the employee's pay grade reaches the employee's frozen salary rate through either the employee's promotion to a new classification or there are pay increases which raise the applicable pay range.

On October 1, 2018, if the employee's pay is higher than the pay range set in Appendix A, there will be no reduction in the employee's pay based upon the October 1, 2018 adopted classification and compensation program.

If an employee's pay is within the pay range in Appendix A, the employee shall receive applicable cost of living and merit increases, if any, as provided in Section 2 Articles A and B of this Agreement. At no time shall the employee's pay be greater or lower than the pay set forth for the employee's classification and compensation range.

Nothing herein or in the adopted classification and compensation program shall restrict management's right to assign and allocate responsibilities, job duties or reclassify a job position. Nothing herein or in the adopted classification and compensation program shall restrict the City Attorney's right to demote, discipline or decrease an employee's salary as provided in this Resolution or in the City Administrative Rules.

1. Pay Rates: The pay rates set forth in Appendix A are base pay rates.

No employee shall be paid at a rate above the maximum or below the minimum rate in the range to which employee's position class is assigned.

2. Cost of Living Adjustment (COLA).

- a. Effective the first full pay period after July 1, 2018, a COLA of no less than 1.0% and no greater than 3.0%, based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI is outlined in the Appendix A.

- b. Effective the first full pay period after July 1, 2019, a COLA of no less than 1.0% and no greater than 3.0%, based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI is outlined in the Appendix A.

- c. Effective the first full pay period after July 1, 2020, a COLA of no less than 1.0% and no greater than 3.0%, based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI is outlined in the Appendix A.

- d. A new Appendix A will be issued including the COLA and the range adjustment when the information becomes available each year.

3. Pay Periods: Each two-week period shall constitute a pay period. The pay period shall commence on Monday at 12:00 a.m. and end on Sunday at 11:59 p.m. The dates of payment shall be established by the City.

4. Initial Appointment: Upon entering an appointive position, an employee shall receive compensation at the minimum of the salary range in the position 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 Human Resources Manager may authorize hiring at a higher step in the salary range upon the request of the City Attorney.

5. 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. The employee will be placed on a 'promoted' probation, and upon successful completion may be eligible for a merit increase.

6. Long-Term Acting Promotions: Should the long-term acting employee be promoted into the position for which they are in a long-term role, the employee will receive no reduction of pay upon promotion, but will retain the ten percent (10%) pay. Employees subject to the ten (10%) promotion from long-term acting will not receive a probationary five percent (5%) increase in pay.

In no case shall the employee make less than range minimum.

7. 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 deemed necessary.

8. 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.
9. 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.
10. 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.
11. 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 (unless otherwise stated in the Group Health Plan Document) shall be determined by the City Manager on an individual basis.
12. 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.
13. 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.
14. 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. Initial Probationary Period: All original and promotional appointments of persons to vacant positions will be 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 position pay rate adjustments authorized by the City Council

2. Promotional Probationary Period: The employee will be placed on a six (6) month 'promoted' probation, and upon successful completion may be eligible for a merit increase.

3. **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 position. An employee who may otherwise be eligible for a merit increase, but who was denied such an increase on the anniversary date, may 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. The final decision as to the designation of bilingual status will be made by the Human Resources Manager. Bilingual pay will be at the rate of fifty dollars (\$50.00) 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 day. 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 (31<sup>st</sup>) 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 (31<sup>st</sup>) 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:** All Employees who have completed five (5) full years of service with the City, with each year being computed on the 16<sup>th</sup> day of November, shall be entitled to longevity pay in addition to regular pay and benefits.
2. **Amount of Longevity Pay:** 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 (\$3,000.00).
3. **Computation and Payment of Longevity Pay:** Longevity Pay shall be computed from the longevity date through November 16<sup>th</sup> of the year being paid. For purposes of computation, a longevity date prior to the sixteenth (16<sup>th</sup>) 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, 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. Periods of service in the active military 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 stated in Paragraph 2 of this Article.
7. Death of Employee: Upon the death of an employee presently on the employment records of this City, one-hundred percent (100%) Longevity Pay shall be paid to the employee's beneficiaries or estate.

#### **Article F: PERSONAL ITEM ALLOWANCE**

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 City Attorney. If an employee has a City issued cellular phone, the reimbursement for cellular phone will not apply.

#### **Article G: AUTO ALLOWANCE**

The City Manager 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 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.

The City Manager 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 seventy-five (\$75.00) per month will be paid for use of a 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, LIFE AND LONG-TERM DISABILITY INSURANCE**

1. Eligibility: All employees are eligible for group health insurance (medical, dental, vision, pharmacy, life) and long term disability insurance, and may on the first of the month following employment, be eligible to enroll in the City's group health insurance plan and long term disability insurance, provided however, such employee is not excluded from enrollment by conditions of the Group Health Plan Document.
2. City and 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.
  - b. For employees hired on or after July 1, 2006, 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 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 for their eligible dependents.
  - c. 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 over 30 days 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 Care Committee: The purpose of this Committee is to discuss cost containment measures and to recommend to the City Council any benefit changes to the City's self-insured group health and life insurance plan.

The Committee shall be comprised of one (1) voting member and one alternate member from each of the following represented groups:

- Operating Engineers (OE3)
- Sparks Police Protective Association (SPPA)
- International Association of Firefighters (IAFF)

The Committee shall also be comprised of one non-voting member and one alternate member from each of the following represented and non-represented groups to provide input to voting members:

- Operating Engineers Supervisory Unit
- Confidential
- Management Professional/Appointed
- Classified Chief Officers

One (1) retired employee and alternate will serve to provide input on the effect of any changes upon retirees.

The Committee Chairperson and Vice-chairperson will be appointed by the City Manager and will not have a vote on the Committee.



The voting member of each recognized bargaining unit shall have the authority to bind said bargaining unit to any modification in benefits recommended to the City Council subject to ratification of at least two (2) of the voting members (OE3, SPPA, IAFF). Any two (2) of the listed three (3) bargaining units can bind the remaining bargaining units to changes to the City's self-insured group health and life insurance plans. Any modification in benefits agreed to by the City Council on recommendation of the committee shall be binding upon each represented and non-represented group.

**Article B: HEALTH INSURANCE UPON RETIREMENT**

1. Eligibility: Employees hired shall be eligible for this benefit. and transferred or promoted into this Resolution will retain sick leave conversion rights outlined in this resolution at the time of retirement. Upon termination or retirement, an employee may choose to elect conversion of accumulated sick leave, or cash out of accumulated sick leave, provided minimum years of service are met.
2. Conversion of Accumulated Sick Leave: Employees qualifying for retirement under Nevada PERS with a minimum of ten (10) years of continuous service with the City of Sparks may elect to convert the following percentages of accumulated sick leave to an unfunded City account for the purpose of paying for group health insurance coverage under the City's group health insurance plan on a monthly basis.

Years of Service	Percentage of Sick Leave Converted
10	65%
15	75%
20	85%
22	90%
23	95%
25 or more	100%

The employee's sick leave conversion account shall 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 times the conversion amount, 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 group health insurance coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium, or if the retiree has made arrangements to pay for the City coverage directly.

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.

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, or if the spouse has made arrangements to pay for the City coverage directly.

This benefit is nontransferable and does not survive the retiree except as to a surviving spouse as described above.

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 group health 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 conversion balance.

3. Sick Leave Cash-Out Provision Upon Retirement: As an alternative to Sick Leave Conversion, employees, upon retirement, may elect a cash out of this benefit, as follows:

<b>Years of Service</b>	<b>Cash-Out Percentage</b>
10	20%
15	35%
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more	100%

Employee may elect an annual payment of conversion dollars in annual payments that provide equal payout over time.

Maximum annual payment will not exceed twenty-five thousand dollars (\$25,000.00). Once election is made, it may not be changed. Upon death of the employee, payments cease. If the sick leave payout is nominally over the twenty-five thousand dollars (\$25,000.00), at the discretion of the Finance Director, the remaining balance may be paid.

If the account is valued at less than fifteen-thousand dollars (\$15,000.00), and cash-out elected, the full amount will be paid upon termination of employment. If the sick leave payout is nominally over the fifteen-thousand dollars (\$15,000.00), at the discretion of the Finance Director, the remaining balance may be paid out.

If the employee chooses the cash out option, the employee is not eligible to continue on the City's group health insurance plan for themselves and dependents. However, employee may return per NRS on any even year and pays full cost of coverage and annual payments continue as selected.

Upon a non-service related death of the employee, the employee's beneficiaries or estate will receive a one-time payment in accordance with years of service in the sick leave cash out table. At no time, will the payment exceed twenty-five thousand (\$25,000.00). After the initial payment, the payments cease.

**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. Eligible compensation and service credit is determined at the sole discretion of PERS.

**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 City shall pay one hundred percent (100%) of tuition, lab fees, required textbooks, and ancillary written course materials, not to exceed one-thousand, five-hundred dollars (\$1,500.00) per fiscal year for job related courses which are approved in writing in advance by the City Attorney and the Human Resources Manager.

Reimbursement is subject to all courses being acceptable as determined by the appropriate City Attorney and/or Human Resources. Approved certificate programs may also qualify for consideration under this article.

As an alternative to the formal tuition reimbursement program, employees may request payment equal to the one-thousand, five-hundred (\$1,500.00) be paid to them once annually. Election of the cash option voids eligibility for reimbursement.

**SECTION 4: LEAVE BENEFITS**

**Article A: HOLIDAYS**

- 1. The following holidays are established as legal holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Nevada Day	Last Friday in October
Veteran's Day	November 11
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

And, any other day that may be declared a holiday by the Mayor or the City of Sparks, or by the Governor of the State of Nevada or any national holiday declared 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, 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:

<b>Years of Continuous Service</b>	<b>Accrual Rate per Bi-Weekly Pay Period</b>
Less than 5 years	4.6 hours
5 years of 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

The maximum hours to be accumulated are five-hundred (500) 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 more or less than the normal Annual Leave one year with a correspondingly longer or shorter Annual Leave the following year. City Manager approval is required for all vacation requests longer than three (3) consecutive weeks.
6. Resignation and/or Retirement: A person about to resign or retire under PERS 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 years of service. 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 employee's credit. All other employees will be granted a lump sum payment for Annual Leave time accrued to employee's 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 beneficiaries or estate.
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 (1) 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.
10. Annual Conversion: An employee may elect to cash out annual leave up to eighty (80) hours per fiscal year. Annual leave conversion must be taken in forty (40) hour increments. The employee must have a minimum of one-hundred, sixty (160) hours prior to cash out to utilize this benefit.

#### **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 termination.

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 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.

Sick leave used for bereavement shall be limited to forty (40) hours per incident, except as approved in advance by the City Manager or designee. Use of bereavement leave is limited to the relatives listed on Appendix B.

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 any 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, or, Sickness or disability sustained while on Leave Without Pay.
6. 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.
  - g. The City Manager will be the final approving authority on such request.
7. 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.
8. Minimum Sick Leave to be Taken: The minimum Sick Leave time which may be taken by the employee shall be one (1) day.
9. Payment for Accumulated Sick Leave: 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 June 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 section, however, does not prevent an employee from receiving leave from the "bank."
3. An employee who is about to exhaust all 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, the employee's name and 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 and personal 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 Human Resources Manager shall notify the Committee, made up of two (2) appointees by the City Manager and the Human Resources 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.

The decision of the Committee concerning the approval of leave usage is final and is not subject to the grievance procedure. 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.

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.
7. 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: WORKERS COMPENSATION LEAVE**

If an employee is absent due to an industrial injury or occupational disease with the City of Sparks, employee shall receive current, full, regular pay or sixty (60) days in any twelve (12) month period, without being charged any sick and/or annual leave. This leave shall be known as workers' compensation leave.

Employees who have used all sixty (60) days of workers' compensation leave, or those with an industrial injury or occupational disease with a different employer may elect to receive, current, full, regular pay and benefits from the City instead of replacement benefits pursuant to NRS 616 and 617. In order to receive this payment, one-third (1/3) of the cost of the current, full, regular pay must be charged first to an employee's sick leave bank until it is exhausted to a zero (0) balance, and second to an employee's annual leave bank until it is exhausted to a zero (0) balance.

If the employee does not wish to utilize sick leave and annual leave in this manner, the employee must notify Human Resources and shall accept as full compensation the amount received pursuant to NRS Chapters 616 and 617. Once this election is made, it may not be changed.

After all workers' compensation leave, sick leave and annual leave are exhausted, the employee shall accept as full compensation the amount received pursuant to NRS Chapters 616 and 617.

If applicable, the employee shall promptly endorse workers' compensation checks and submit them to Human Resources. In no event shall an employee be allowed to receive workers' compensation as well as compensation from the City.

#### **Article F: COURT LEAVE**

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 City 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.

#### **Article G: MILITARY LEAVE**

Military leave shall be in compliance with the Uniformed Services Employment & Re-Employment Rights Act of 1994, and the City's Administrative Rule on Military Leave.

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**

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 30<sup>th</sup> of each year.

The personal leave shall be scheduled using the same process for Annual Leave. As an alternative, each employee may elect to convert the personal days to cash by notifying the Payroll Division.

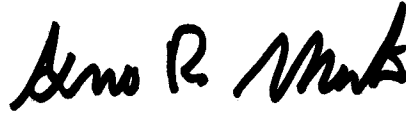
**PASSED AND ADOPTED this 10 day of Sept., 2018, by the following vote of the City Council:**

AYES: Abbott, Smith, Bybee, Dahir

NAYS: None

ABSENT: Lawson

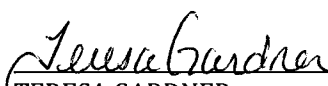
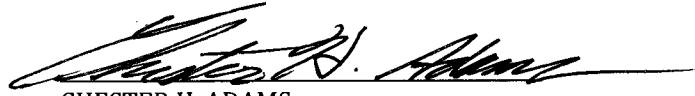
**APPROVED this 10 day of Sept., 2018, by:**



GENO R. MARTINI, MAYOR

ATTEST:

APPROVED AS TO FORM:

  
TERESA GARDNER  
CITY CLERK  
CHESTER H. ADAMS  
CITY ATTORNEY



**APPENDIX A – JOB CLASS AND SALARY WAGE RANGES EFFECTIVE JULY 9, 2018**

Effective Date:	07/09/18	
Position	Min *	Max *
Assistant City Attorney I	\$83,221	\$111,654
Assistant City Attorney II	\$83,616	\$118,789
Assistant City Attorney Senior	\$89,315	\$126,464
Assistant City Attorney I-Civil	\$87,381	\$117,250
Assistant City Attorney II-Civil	\$87,818	\$124,738
Assistant City Attorney Senior-Civil	\$93,787	\$132,787
Chief Assistant City Attorney	\$102,835	\$145,683

CPI for All Urban Consumers (CPI-U): Selected Areas, all items index - West urban Size B/C - 50,000 to 1,500,000 from comparing December to December of the previous year. This CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest on tenth decimal point (CPI Series ID: CUURN400SA0).

\*Dollar Amounts are rounded. For exact wage amounts, refer to the City of Sparks' "Position Report by Title."

**APPENDIX A – JOB CLASS AND SALARY WAGE RANGES EFFECTIVE OCTOBER 1, 2018**

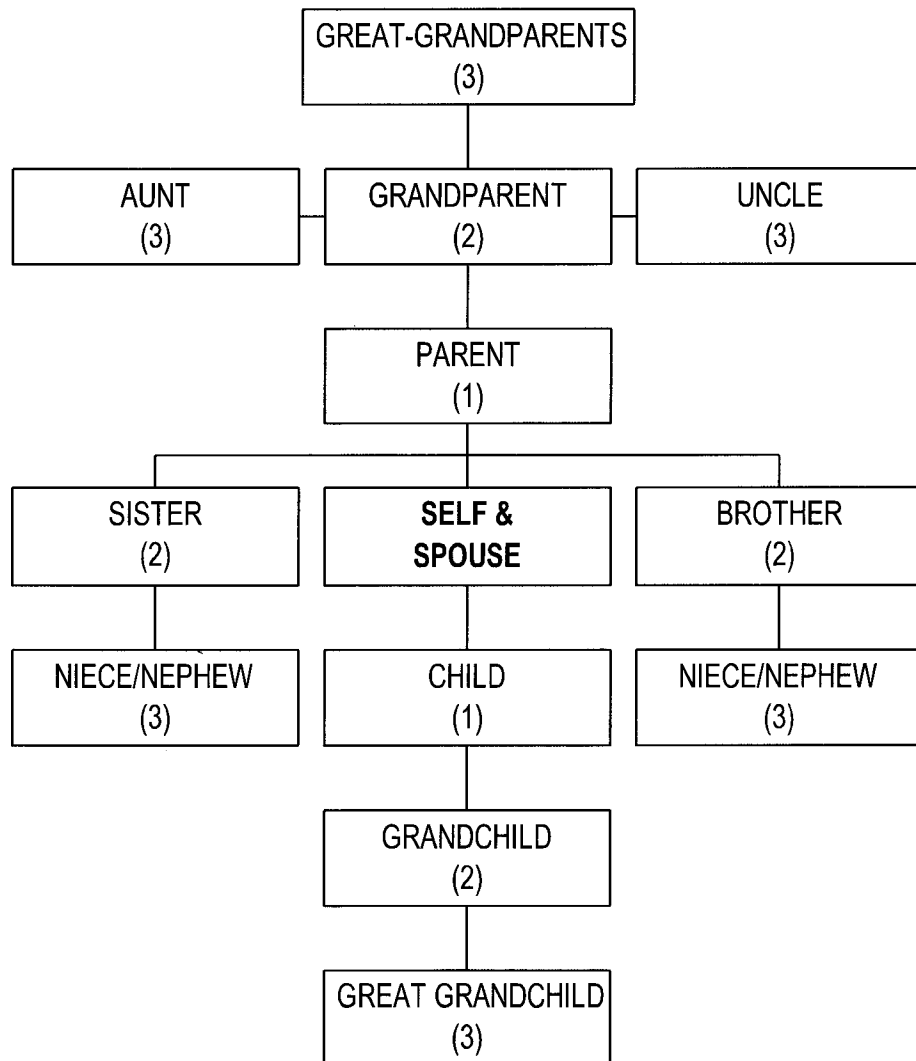
Effective Date:	Level	10/01/18	
		Min *	Max *
<b>Position</b>			
Assistant City Attorney I - Criminal	14	\$57,019	\$85,529
Assistant City Attorney II - Criminal	15	\$62,688	\$94,032
Assistant City Attorney Senior - Criminal	17	\$76,491	\$114,736
Assistant City Attorney I-Civil	15	\$62,688	\$94,032
Assistant City Attorney II-Civil	17	\$76,491	\$114,736
Assistant City Attorney Senior-Civil	18	\$85,693	\$128,539
Chief Assistant City Attorney	20	\$105,576	\$158,363

CPI for All Urban Consumers (CPI-U): Selected Areas, all items index - West urban Size B/C - 50,000 to 1,500,000 from comparing December to December of the previous year. This CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest on tenth decimal point (CPI Series ID: CUURN400SA0).

\*Dollar Amounts are rounded. For exact wage amounts, refer to the City of Sparks' "Position Report by Title."

**APPENDIX B – CONSANGUINITY & AFFINITY CHART**

**DEGREES OF  
CONSANGUINITY AND AFFINITY**



**Note:**

- Spouse includes Domestic Partner.
- Step-family is included in all categories in the diagram above.