

CITY OF SPARKS
DEPUTY CHIEF EMPLOYEE RESOLUTION
JULY 1, ~~2015-2017~~ THROUGH JUNE 30, ~~2017~~2020

RESOLUTION NO. ~~3280~~

INTRODUCED BY COUNCIL

A RESOLUTION DENOTING CERTAIN EMPLOYEE POSITIONS AS DEPUTY POLICE CHIEF; PROVIDING FOR SALARIES FOR EMPLOYEES IN THIS POSITION; 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 shall administer the pay plan in accordance with the provisions established herein.

Article A: DESIGNATION OF DEPUTY POLICE CHIEF EMPLOYEES

The Deputy Police Chief employees are in the Deputy Police Chief Resolution. Deputy Police Chief employees are appointed, supervisory employees as defined in Nevada Revised Statutes (NRS) 288.075. Deputy Police Chief employees are subject to the rights and prohibitions provided in NRS 288.140.

Article B: CONTROLLING RESOLUTION

Upon this Resolution becoming effective, it shall control all terms of employment of Deputy Police Chiefs.

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, ~~2015~~2017, and shall continue in force until June 30, ~~2017~~2020, 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. **Purpose:** The purpose of the following grievance procedure shall be to settle as quickly as possible disputes concerning the interpretation and application of this City of Sparks Pay Resolution and other City policies adopted in the same manner as this City of Sparks Pay Resolution. City Administration may allow an aggrieved employee to employ this procedure in those areas listed in Section 288.150, Paragraph 2, "a" through "f" of the Nevada Revised Statutes.
2. **Procedure:** The aggrieved employee shall take up the grievance with the Police Chief within five (5) working days of its occurrence. The Police Chief shall attempt to adjust the matter at that time. If the grievance is not settled during informal discussions within ten (10) working days of its occurrence and the employee wishes to appeal the matter, within two (2) working days the employee shall re-present it in writing to the Police Chief. The Police Chief shall respond to the employee or the employee's representative in writing within three (3) working days thereafter.
3. Within five (5) working days of the Police Chief's written reply, the employee or representative may appeal the grievance in writing to the City Manager, accompanied by all correspondence on the matter. The City Manager, after an examination of all relevant evidence and after consultation with the aggrieved employee or representative, will then make a written determination to the employee within fifteen (15) working days after the grievance presentation with an information copy to the Police Chief. In the event the City's time frames have not been met in this procedure, the grievance shall be automatically moved to the next step as if the grievance was denied; however, the individual at such step will provide a response to the grievance within ten (10) working days after the missed deadline.

If the employee so wishes, the aggrieved employee may be accompanied by one (1) person of the employee's choosing at any time and at each stage of the grievance procedure subsequent to the informal discussion with the Police Chief.

Article E: SAFETY GRIEVANCE PROCEDURE

1. An Employee shall immediately bring the matter to the attention of the Police Chief. If the Police Chief does not take immediate steps to remedy the unsafe condition, the Employee may file a written "safety" grievance with the Police Chief.
2. The Police Chief 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 Police Chief is unsatisfactory, the Employee may present the grievance to the City Manager within twenty-four (24) hours. The City Manager 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 covered by this Resolution, as defined by the Fair Labor Standards Act (FLSA), shall be compensated on an annual rate basis and shall not be entitled to night differential pay, overtime pay, and 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 Police Chief.

Article G: CLASSIFIED (CIVIL SERVICE) POSITIONS

Employees hired under this Resolution are deemed "Appointed".

Article H: DISCIPLINARY PROCEDURES

Effective on ratification and approval, no post-probationary employee will be disciplined or discharged without just cause.

Article I: LAY-OFF PROCEDURES

Layoffs of employees covered under this Resolution will be completed consistent with the City Charter regarding "Appointed" employees. Layoffs of employees in Appointed Positions will not be subject to the layoff provisions of Civil Service.

SECTION 2: PAY RATES

Article A: PAY RATES

~~3. Pay Rates:~~

~~a. Base salary maximum rates and individual pay rates for the 2015/2016 Fiscal Year will increase 2% over the July 1, 2015 rate, except as may be adjusted due to reclassification.~~

~~b. Base salary maximum rates and individual pay rates for the 2016/2017 Fiscal Year will increase 2% over the June 30, 2016 rate, except as may be adjusted due to reclassification.~~

~~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 in the range to which the position class is assigned.~~

2. Cost of Living Adjustment (COLA).

- a. Effective the first full pay period following July 1, 2017, employees shall receive a cost of living adjustment (COLA) of one point eight percent (1.8%) above the base salary rate in effect June/July 1, 2017-30, 20176.
- b. 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.
- c. 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.
- d. A new Appendix A will be issued including the COLA and the range adjustment when the information becomes available each year.

4.3. Pay Periods: Each two (2) 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.Work Week: Each work week shall commence on Monday at 12:00 a.m. and end on Sunday at 11:59 p.m. Employees covered by this Resolution may work an alternative work schedule, with the approval of the Police Chief.

3.4. Work Week: Each work week shall commence on Monday at 12:00 a.m. and end on Sunday at 11:59 p.m. Employees covered by this Resolution may work an alternative work schedule, with the approval of the Police Chief.

4.5. Initial Appointment: An employee shall receive compensation at the minimum of the salary range for the position in 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 Schedule, higher than the minimum of the range, upon the request of the Police Chief.

5.6. Demotions: An employee covered by this Resolution shall be given fifteen (15) days notice before a demotion is effective. The employee shall be entitled to grieve the anticipated demotion in accordance with Section 1, Article D of this Resolution. Any final action concerning the demotion will be stayed pending the outcome of the employee's grievance. When an employee is demoted, the pay rate shall be the same percentage from the top of the range within the range of the position in which the employee was demoted.

6.7. Reduction of Pay: The Police Chief, with the approval of the City Manager, may reduce an employee from any increment of the salary range, other than the first increment, to any appropriate lower increment of the salary range, upon failure of the employee to maintain the standard of work set forth for the increment of the salary range upon which the employee has been placed. In such event, the employee may again be raised by the Police Chief, with the approval of the City Manager, to any increment not higher than that from which the employee was reduced without any time requirement or other consent should, in the opinion of the Police Chief, the employee's standard of service be reestablished.

7.8. 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.

9. Exempt Employee: A Deputy Police Chief is an exempt employee under FLSA.

5.10. Special Pay Considerations: In special circumstances, and with City Manager and Police Chief approval, an employee may choose to reduce their individual pay rate, waive payment of bonus, or other pay considerations. These reductions are voluntary, and will require the submission of a written request, effective for the Fiscal Year of the request only,

6.11. Voluntary Time Off: In special circumstances, and with City Manager and Police Chief approval, an employee may choose to take up to four (4) weeks 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 14.

~~8~~.12. Voluntary Pay or Benefit Reduction: Should an employee voluntarily make a reduction in pay, benefits, or hours worked as outlined in numbers 9 and 10 above, the City Manager may make non-monetary considerations for the benefit of such employees.

~~9~~.13. Probation: Should an employee fail to successfully complete the initial probationary period, or during the initial probationary period voluntarily choose to step back, the employee will be placed into the position immediately preceding promotion, or if the same position is not available, then an equivalent position.

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. An employee shall not receive any pay increases while in probationary status, other than job classification pay rate adjustments authorized by the City Council. The employee shall thereupon be eligible for a salary increase. The Police Chief may, however, extend the probationary period of any probationary employee. An employee shall not receive any pay increases while in probationary status, other than job classification pay rate adjustments authorized by the City Council.
2. Merit Increases: Each employee who has not reached the maximum of 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 Police Chief for a merit salary increase at any subsequent time during the next twelve (12) months.

Article C: EDUCATION INCENTIVE

Any employee earning a Master's Degree in Business Administration, Law Enforcement, Criminal Justice, Public Administration, Psychology, Sociology, Political Science, or Administration of Justice or related field receiving prior approval of the Police Chief the Human Resources Manager from any accredited college shall be entitled to receive additional payment in the amount of eight percent (8%) of base pay, payable biweekly.

Article D: ACTING POLICE CHIEF COMPENSATION

Any Deputy Police Chief may be temporarily assigned to serve in an acting capacity in a position allocated to a higher pay range than that in which the employee is employed. If an employee is temporarily assigned the duties of such position for five (5) working days, consecutive or separate, during employee's career with the department, the employee shall, for each day thereafter so assigned, be termed an "Acting Temporary" employee.

1. Acting Temporary: An employee covered by this Resolution who has been temporarily assigned by the Police Chief 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 four (4) 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 for hours in the long-term acting temporary assignment after the assigned thirty-first (31st) calendar day.

3. **Acting Police Chief:** An employee covered by this Resolution who is assigned as a Police Chief between the incumbent's resignation and the hiring of a new Chief or during extended absences as approved by the City Manager shall be appointed acting Police Chief and be paid an additional ten percent (10%) over the employee's base salary or the minimum step of the salary range for the Police Chief, whichever is greater. The City Manager may also assign additional benefits, up to but not greater than benefits afforded the Police Chief to the Acting Police Chief at his discretion.
4. **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 percent (10%) promotion from long-term acting will not receive a probationary five percent (5%) increase in pay.

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 16th 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 two-thousand dollars (\$2000.00), starting at year five (5), and increase two-hundred, fifty dollars (\$250.00) each year thereafter, to a maximum payout amount of six-thousand dollars (\$6,000.00). The amount paid will be as follows:

Completed Years of Service	Longevity Amount
5	\$2000
6	\$2250
7	\$2500
8	\$2750
9	\$3000
10	\$3250
11	\$3500
12	\$3750
13	\$4000
14	\$4250
15	\$4500
16	\$4750
17	\$5000
18	\$5250
19	\$5500
20	\$5750
21 or more	\$6000

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 a month of employment.

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

4. **Creditable Service for Longevity Computation:** All periods of classified or appointed full-time 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 unpaid leave of absence.
 - b. Service while in the Auxiliary Police Force of the City of Sparks.
 - c. 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. 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.
- ~~6.1. Longevity will not be prorated upon termination or death following January 1 of each year. If the employee terminates following Longevity payment in November through December 31 of the same year, no longevity is payable.~~
7. Death of Employee: Upon the death of an employee presently on the employment records of this City, one-hundred percent (100%) of Longevity Pay shall be paid to the employee's beneficiaries or estate.

Article F: CLOTHING AND PERSONAL ITEM ALLOWANCE

1. Uniform Allowance: Deputy Police Chief employees who are required to maintain uniforms shall be paid uniform allowance for the proper maintenance of uniforms.
 - a. The allowance shall be twenty dollars (\$20.00) per week computed from Monday 12:00 a.m. through Sunday at 11:59 p.m. All uniform allowance shall be payable biweekly with the employee's regular pay for the pay period. Uniform allowance shall not be paid to employees who are on leave without pay status, commencing with the first full pay period of absence.
2. Uniform Replacement: Any uniform, clothing, or equipment as required by the Police Department manual that is lost or damaged during duty hours shall be replaced by the City with uniforms or other clothing of the same brand or a substantially similar brand if the brand is unavailable. Any request for lost or damaged clothing, uniform, or equipment payable according to the provisions of this Article shall be made only upon request of the Police Chief after review by the Police Chief for the purpose of determining if the uniform, clothing, or equipment was lost or damaged by the employee while performing employment duties, not as a result of the employee's own negligence. Should the City require a complete change of uniform, including different types of both shirts and trousers or either shirts or trousers, the City shall pay employees for the number of uniforms in employee's possession when there is a change of uniforms, provided, however, the employee produces the old uniforms. Both parties will cooperate with the other to obtain the lowest possible price for any uniforms to be paid for by the City.
3. Watches, Cellular Phones, and Eyeglasses: The City agrees to reimburse employees to a maximum of one-hundred, fifty dollars (\$150.00) for each incident for each pair of eyeglasses 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 Police Chief. If an employee has a City issued cell phone, the reimbursement for cell 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, upon approval of this Resolution, shall pay auto allowance to any employee so designated by the City Manager. 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 Police Chief, 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, the Department Head may approve a reimbursement of seventy-five (\$75.00) per month 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 persons heretofore described as being eligible for group health and long-term disability insurance may, after initial employment may 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 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 ~~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 for the employee's eligible dependents enrolled in the City's plan and employees shall pay twenty-five percent (25%) of the monthly group health insurance premium for their eligible dependents.
 - ~~c. 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 for the employee's eligible dependents enrolled in the City's plan and employees shall pay fifty percent (50%) of the monthly insurance premium for their eligible dependents.~~
 - ~~d.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 may continue to carry the City group health 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: If the employee has not participated in the sick leave deferred compensation conversion program outlined in Section 4 of this Article upon retirement the employee has two options:
 - a. sick leave payoff in cash; or
 - b. conversion of accumulated sick leave to pay for insurance benefit premiums.

If an employee has participated in the sick leave deferred compensation conversion program, sick leave cash out for any remaining balance is the only option.

Employees who elected either sick leave cash payoff at retirement or participated in sick leave deferred compensation conversion in accordance with this Contract are not entitled to elect conversion of accumulated sick leave to pay insurance benefit premiums. Conversely, employees electing sick leave conversion to an insurance benefit are not entitled to sick leave payoff in cash.

1. ~~Eligibility: 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 twenty (20) years of total service with the City of Sparks may elect to convert the employee's sixty-five percent (65%) of the employee's accumulated Sick Leave for the purpose of paying for future coverage on the City's group health insurance plan on a monthly basis in accordance with the following table:

Years of Service	Percentage of Sick Hours Converted
20	65%
21	75%
22	85%
23	90%
24	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 time the conversion percentage, 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, ~~qualifying for retirement under Nevada PERS with a minimum of twenty (20) years of total service with the City of Sparks upon retirement,~~ may elect a cash out of this benefit, as follows:

Years of Service	Cash-Out Percentage
10	10%
15	25%
20	65%
21	75%
22	85%
23	90%
24	95%

25 or more	100%
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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 on-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.

4. Sick leave conversion to deferred compensation: This option is for active employees only. Upon completion of 20 years of PERS service, employees may elect to convert accumulated sick leave hours to cash and transfer it to the City's qualified deferred compensation program. The following conditions apply:

- a. At no time shall the conversion reduce the hours of the employee's sick leave bank below 480 hours.
- b. The annual transfer cannot exceed \$10,000 and will be calculated using the employee's then current hourly rate of pay multiplied by the number of hours being converted. It is the employee's responsibility to complete the proper paperwork with the deferred compensation vendor to ensure the proper IRS limit is applied.
- c. If the employee chooses the sick leave deferred compensation conversion program in any year, the employee is not eligible to continue on the City's group health insurance plan for themselves and dependents at retirement. However, employee may return to the City's health insurance plan pursuant to NRS on any even numbered year. Upon return to the City's health care plan, the retiree will pay the full cost of coverage.
- d. An election to participate in the sick leave deferred compensation conversion program must be made annually. The election must be received by Payroll by the last pay period in January to be paid the last pay period in February.
- e. Employee's may only participate in the program for a maximum of five (5) years before retirement.
- f. At retirement, the remaining balance of the sick leave bank will be subject to the sick leave cash-out provision section of the contract.

Article C: RETIREMENT

The retirement rights of the employees are as provided by the Statutes of the State of Nevada. The City will pay 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 Police Chief and the Human Resources Manager.

Article E: DEFERRED COMPENSATION MATCH

Employee that participate and contribute a minimum of fifty dollars (\$50.00) per pay period to a City approved Deferred Compensation program will have their contributions matched by the City, not to exceed fifty (\$50.00) dollars per pay period, capped at the I.R.S. annual amount. If an employee does not have a City authorized Deferred Compensation account the City will not be required to provide any matching monies.

Article F: PHYSICAL EXAMINATIONS

1. Required:
 - a. Deputy Police Chiefs shall be required to have a complete medical examination conducted each calendar year. The medical examination shall be accomplished by a duly licensed medical doctor who shall be required to report employee's fitness for duty to the Police Chief and the City Manager. The cost of such medical examinations shall be paid by the City.
 - b. 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.
2. Executive Physical Option: Employees may in addition to the required physical examination noted above, participate in the "Executive Physical" program sponsored through the City's Human Resources Department. The City will provide this Executive Physical to the employee for the evaluations, tests and follow-ups as determined by and coordinated through the Human Resources Department.

Article G: PRIMARY DUTY FIREARM

When an employee's approved personally owned primary duty firearm including approved personally owned long gun/rifle is seized and placed into evidence in an officer-involved shooting or other incident within the course and scope of the officer's employment as determined by the City, the City will temporarily issue a City owned firearm (make, model and equipped at the discretion of the Police Chief) until the firearm is released back to the employee while an active employee of the Sparks Police Department.

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 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 work day preceding 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, injury or illness incurred in the City service, and absence on temporary military duty 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:

Years of Continuous Service	Accrual Rate per Bi-Weekly Pay Period
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 Police Chief.
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 Police Chief, an employee may, with the consent of the Police Chief, 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 the provisions of PERS who is to be

terminated without fault on his part, 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, retirement or termination; 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.

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.
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 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 as specified 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: Deputy Police Chief employees 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 Police Chief 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. Such use of bereavement leave is limited to those listed on Appendix B.

4. Certificate of Illness: Evidence in the form of a physician's certificate or certificate of illness executed by the employee and the Police Chief City shall be furnished as proof of adequacy of the reason for the employee's absence during the time when Sick Leave was requested.

Certificates may be required by the Police Chief 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 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 Police Chief.

6. Advancing Sick Leave: Upon application of an employee and approval and justification by the Police Chief, 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 accumulated Personal Leave 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 an employee terminates employment prior to restoring all advanced Sick Leave, any remaining balance 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 section 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 section.
8. 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 (1) or more years. The cash-in privilege is at the discretion of employees electing this benefit.

9. 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: 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 E: 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 in 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 the employee were 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 Director of Finance 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 F: MILITARY LEAVE

Military leave shall be in compliance with the Uniformed Services Employment & Re-Employment Rights Act of 1994 and the City Administrative Rules.

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 Leave.

Article G: LEAVE OF ABSENCE

A Deputy Police Chief 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.

Official Leaves of Absence may be granted by the City Manager. Any employee on such leave shall receive no compensation from the City during the period of absence.

Appointed employees may be granted Leave of Absence as authorized by 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 must 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.

Article H: PERSONAL LEAVE

Employees covered under this Resolution shall be eligible for five (5) days of Personal Leave. The Personal Leave shall be available in full with the first full pay period in July of each year and any unused leave shall expire on June 30th of each year. The leave shall be scheduled using the same process for Annual Leave. The amount of Personal Leave varies by employee and will be assigned by the City Manager and reviewed annually. .

If an employee is promoted during any fiscal year to a position that carries additional Personal Leave days, said employee will receive the larger number of days for that fiscal year. In no case, however, shall an employee receive more Personal Leave days than their current position has been assigned by the Department Director.

Signatory Page

PASSED AND ADOPTED this ____ day of _____, 2017~~5~~, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2017~~5~~, 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

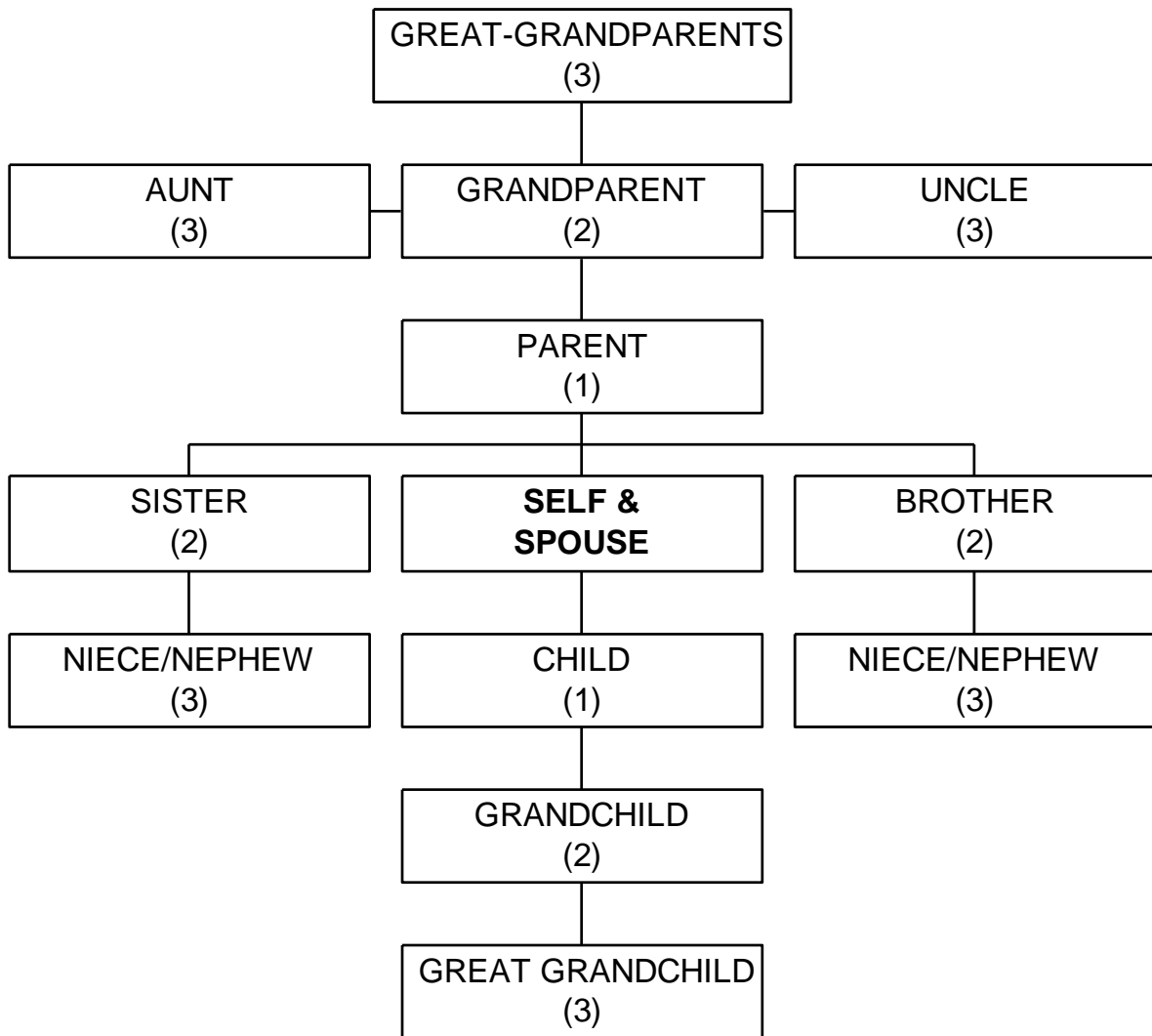
Effective Date:	7/13/2015		7/11/2016	
Position	Min *	Max *	Min *	Max *
Deputy Police Chief	\$ 108,796	\$ 139,135	\$ 110,972	\$ 141,917

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

Effective Date:	7/10/2017	
Position	Min *	Max *
Deputy Police Chief	\$112,986	\$144,477

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

DEGREES OF CONSANGUINITY AND AFFINITY



Note:

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