

RESOLUTION NO.

INTRODUCED BY COUNCIL

Field Code Changed

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 Manager shall administer the pay plan in accordance with the provisions established herein.

## **SECTION 2: DESIGNATION OF DEPUTY POLICE CHIEF EMPLOYEES**

The Deputy Police Chief employees are in the Deputy Police Chief Resolution. The Deputy Police Chief employees are in the classified service.

## **SECTION 3: PAY RATES & REGULATIONS**

### **1. Pay Rates:**

FY 2011-2012

For the fiscal year 2011-2012, base salary rates will remain at the June 30, 2011 rate, except as may be adjusted due to reclassification and as adjusted for PERS increases/decreases as stated in Section 4.

- 2. Pay Periods:** Each two week period shall constitute a pay period. The pay period shall commence on Monday at 12:01 A.M. and end on Sunday at Midnight. The dates of payment shall be established by the Financial Services Director.
- 3. Work Week:** Each work week shall commence on Monday at 12:01 A.M. and end on Sunday at Midnight. Employees covered by this Resolution may work an alternative work schedule, with the approval of the Police Chief.
- 4. Initial Appointment:** Upon entering a classified position, an employee shall receive compensation at "Step 1" of the Salary Schedule in the job classification for which the employee was hired. When economic conditions, unusual employment conditions or exceptional qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interests, the City Manager may authorize hiring at a higher step in the Salary Schedule, higher than the minimum of the range, upon the request of the Police Chief.
- 5. 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 17 of this Resolution. Any final action concerning the demotion will be stayed pending the outcome of the employee's grievance. Classified employees covered by this Resolution may choose to use the Civil Service appeal process or the grievance process set forth in Section 17, but may not use both for the same grievance. When an employee is demoted to a position in a class allocated to a lower pay range, the employee shall be reduced five increments or to the maximum rate of the new class, whichever is lower.
- 6. 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. 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.
8. Exempt Employee: A Deputy Police Chief is an exempt employee under FLSA.
9. Special Pay Considerations: In special circumstances, and with City Manager and Department Head 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,
10. Voluntary Time Off: In special circumstances, and with City Manager and Department Head 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.
11. Voluntary Pay or Benefit Reduction: Should an employee voluntarily make a reduction in pay, benefits, or hours worked as outlined in numbers 10 and 11 above, the City Manager may make non-monetary considerations for the benefit of such employees.

#### **SECTION 4: 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 through June 30, 2011.

Effective for PERS contribution rate increases/decreases after June 30, 2011 the City and Employee will equally (50/50) split future PERS contribution rate increases/decreases.

#### **SECTION 5: 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 probationary period for Civil Service eligibility is set forth in the Civil Service Regulations. At the completion of the probationary period, an employee whose service has been certified as satisfactory by the Police Chief and City Manager, and approved by the Civil Service Commission, shall be deemed a classified employee. The employee shall thereupon be eligible for a salary increase. The Police Chief may, however, extend the probationary period of any new employee per Civil Service regulations. 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.

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## **SECTION 6: 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 her/his career with the department, she/he shall, for each day thereafter so assigned, be termed an "Acting Temporary" employee.

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.

1. 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 for hours in the long-term acting temporary assignment after the assigned thirty-first (31<sup>st</sup>) calendar day.
2. 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.

## **SECTION 7: COMPENSATED BENEFITS**

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 0000 hours through Sunday 2400 hours. 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.
  - b. 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 paragraph 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.

- c. Watches, Cellular Phones, and Eyeglasses: The City agrees to reimburse employees to a maximum of one hundred and fifty dollars (\$150.00) for each incident for each pair of eyeglass frames and cellular phones, and the actual cost of prescription lenses, and seventy-five (\$75.00) for each watch which is lost, damaged or destroyed while performing job related duties, as certified by the Department Head. If an employee has a city-issued cellular phone, the reimbursement for cellular phone will not apply.
- d. Cellular Phone Reimbursement: At the employee's request, the Police Chief may approve a reimbursement of \$75 per month will be paid for use of personal cellular phone. If an employee has a city-issued cellular phone, the reimbursement for cellular phone will not apply.
- e. Direct Payroll Deposit: Effective January 1, 2011, employees will be required to enroll in direct payroll deposit. No 'live' payroll checks will be issued.
- f. Primary Duty Firearm: Effective upon approval of this Resolution, where 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 or designee) until the firearm is released back to the employee while an active employee of the Sparks Police Department.

2. Holidays:

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

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

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

- b. Holidays shall be observed as follows:

(1) 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.

- (2) 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.

3. Employee Longevity Pay:

- a. Eligibility: All employees covered by this Resolution who have completed five (5) full years of service with the City of Sparks, with each year being computed to the thirtieth (30<sup>th</sup>) day of November, shall be entitled to Longevity Pay in addition to regular pay and benefits.
- b. Amount of Longevity Pay:  
Upon ratification by the Association and approval by the City Council and not retroactive to July 1, 2008, The annual longevity pay shall be at the rate of \$2000, starting at year 5, and increasing \$250 each year thereafter, to a maximum payout amount of \$6,000. The amount paid will be as follows:

Years Completed	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 and above	\$6000

- c. Computation and Payment of Longevity Pay: The Longevity Pay shall be computed from the longevity date through November 30th 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 a month of employment.

Longevity Pay for all employees shall be paid on the first Wednesday following November 30th of each year.

- d. Creditable Service for Longevity Computation: All periods of classified 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.

e. Non-Creditable Service for Longevity Computation: The following shall be deducted from creditable service time for computation of Longevity Pay:

- (1) Any periods that an employee is on authorized leave of absence.
- (2) Service while in the Auxiliary Police Force of the City of Sparks.
- (3) Period or periods of service in the active military services of the United States Armed Forces in which the employee enlisted voluntarily for active service, other than periods of war time or national emergency.

f. 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.

g. Death of Employee: Upon the death of an employee presently on the employment records of this City, payment of the Longevity pay shall be paid to the employee's beneficiaries or estate.

4. Physical Examinations:

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.
- 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.
- c. The cost of such medical examinations shall be paid by the City of Sparks.

Optional:

Employees covered by this Resolution may elect to have an executive medical examination at no cost to the employee.

- a. The examination may be conducted by a medical doctor of the employee's choice or the employee may choose to utilize the same facility contracted by the City to provide required medical examinations to public safety personnel.
- b. The results of the examination will be provided directly to the employee.
- c. The costs of such examination will be paid by the City up to the maximum amount provided for public safety personnel or equivalent age.

5. Education Incentive:

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- a. Tuition Reimbursement: Upon proof of course completion with either a grade of "C" or better or a certificate of completion for pass/fail courses, the Financial Services Director shall pay one hundred percent (100%) of tuition, lab fees, required textbooks, and ancillary written course materials, not to exceed one thousand dollars (\$1,000) per fiscal year for job related courses which are approved in writing in advance by the Police Chief or designee and the Employee and Customer Relations Manager. Reimbursement subject to all courses being 'accredited' as determined by the appropriate Department Director and/or Human Resources.
1. All courses must be "accredited" as determined by the Police Chief or designee and the Employee and Customer Relations Manager. Accredited defined as accrediting agencies approved by the U.S. Secretary of Education – currently approved: National – Council for Higher Education Accreditation (CHEA); Regional – New England Association of Schools and Colleges (NEASC), North Central Association of Schools and Colleges (NCA), Middle States Association of Schools and Colleges (MSA), Southern Association of Colleges and Schools (SACA), Western Association of Schools and Colleges (WASC) and Distance Education and Training Council (DETC). Approved certificate programs may also qualify for consideration under this section.
- b. Educational Incentive Pay: Deputy Police Chiefs shall be entitled to receive educational incentive pay as follows:
  - (1) An employee earning an intermediate police officer standard training certificate shall be entitled to additional payment in the amount of one and one half percent (1-1/2%) of base pay, payable biweekly.
  - (2) An employee earning thirty (30) college credits from any accredited college, twenty one (21) of such college credits being in the division of law enforcement, shall be entitled to additional payment in the amount of one and one half percent (1-1/2%) of base pay, payable biweekly.
  - (3) An employee earning an Associate Degree in Business Administration, Law Enforcement, Criminal Justice, Public Administration, Psychology, Sociology, Political Science, or Administration of Justice or related field receiving prior approval from the Police Chief or designee and the Employee and Customer Relations Manager from any accredited college shall be entitled to receive additional payment in the amount of three percent (3%) of base pay, payable biweekly.
  - (4) An employee earning an advanced police officer standard training certificate shall be entitled to additional payment in the amount of three percent (3%) of base pay, payable biweekly. An employee earning a police management certificate shall be entitled to an additional payment equal to four percent (4%) of base pay and for a police executive management certificate, an additional payment equal to five percent (5%) of base pay.
  - (5) An employee earning a Baccalaureate Degree in Business Administration, Law Enforcement, Criminal Justice, Public Administration, Psychology, Sociology, Political Science, or Administration of Justice or related field receiving prior approval from the Police Chief or designee and the Employee and Customer Relations Manager from any accredited college shall be entitled to receive additional payment in the amount of six percent (6%) of base pay, payable biweekly.



- (6) Any employee earning a Masters 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 or designee and the Employee and Customer Relations Manager from any accredited college shall be entitled to receive additional payment in the amount of eight percent (8%) of base pay, payable biweekly.

An employee who is entitled to more than one of the above education incentive pays shall receive the higher payment and no combination thereof. Also, it shall be the personal responsibility of the individual to furnish a certified transcript to the Employee and Customer Relations Manager before payment will be made.

6. Auto Allowance:

- a. The City Manager is authorized to designate specific employees covered under this resolution to receive an auto allowance. 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.

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.

- b. Use of City Vehicle: 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.

**SECTION 8: BASIC WORK WEEK**

Employees covered by this Resolution, as defined by 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.

**SECTION 9: 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 as specified in Section 3, 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 classified status is attained.

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3. Accrual of Annual Leave:

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

<u>Years of Continuous Service</u>	<u>40 hour Workweek Annual Leave Accrual Rate per Bi-Weekly Pay Period</u>
Less than 5 years	4.6 hours
5 years or more	6.5 hours
10 years or more	7.1 hours
15 years or more	7.9 hours
20 years or more	8.4 hours
Maximum accumulated	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 less than the normal Annual Leave one year with a correspondingly longer Annual Leave the following year. City Manager approval is required for all vacation requests longer than three (3) consecutive weeks.
6. Resignation and/or Retirement: A person about to resign or retire under the provisions of the State Retirement Act or 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 classification. 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 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. Personal Leave: Employees covered under this Resolution shall be eligible for one (1) to 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 30<sup>th</sup> 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, or his designee, and reviewed annually.

**SECTION 10: SICK LEAVE**

1. Eligibility: For the purposes of determining eligibility for Sick Leave allowance, the term "continuous Deputy Police Chiefs Resolution September, 2011 – June 30, 2012

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

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

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

3. Authorized Use of Sick Leave: Sick Leave with pay, can only be granted upon the approval of the Police Chief or designee in the case of bona fide illness or injury of an Employee or, illness, injury or death of any relative within the third degree of consanguinity or affinity as outlined on Appendix B, or domestic partner. Sick Leave used for bereavement shall be limited to forty (40) hours per incident, except as approved in advance by the City Manager or designee. Such use of bereavement leave is limited to the relatives listed on Appendix B and domestic partner.
4. Certificate of Illness: Evidence in the form of a physician's certificate or certificate of illness 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 the following:
  - a. Disability arising from any sickness or injury purposely self-inflicted or caused by any of the employee's willful misconduct.
  - b. Disability arising from any conduct which is in violation of federal, state or local statute, written City or departmental policy or direct order of the Police Chief.
  - c. Sickness or disability sustained while on Leave Without Pay.
6. Fraudulent Claim: Any Deputy Police Chief claiming Sick Leave with pay, where it is shown that such claim was made or approved by such claimant knowing that such claimant was not in fact sick or otherwise entitled thereto, shall forfeit all accumulated Sick Leave and shall not be allowed to receive or accumulate Sick Leave for a period of thirteen (13) pay periods thereafter. It shall be the duty of the Police Chief to enforce this provision. This provision does not preclude other disciplinary action up to and including termination.

7. 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.

The City Manager will be the final approving authority on such request.

8. Recovery for Damages: If an employee recovers damages for time lost, the employee shall not receive Sick Leave pay under this 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.
9. Minimum Sick Leave To Be Taken: The minimum Sick Leave time which may be taken at any one time by any one employee shall be one day.
10. Payment for Accumulated Sick Leave:
- a. The City shall pay upon non-job related death of an employee or employee who has had ten (10) years of service with the City, payment equal to ten percent (10%) of unused accumulated Sick Leave earned with the City, to a maximum of one thousand five hundred (1,500) hours upon termination or death. In the event of a job related death or total permanent disability as determined by the City's Industrial Insurance Carrier, the City shall pay one hundred percent (100%) of the accumulated Sick Leave. No employee terminated for cause shall receive this benefit.
  - b. Employees in good standing with a balance more than four hundred (400) hours of Sick Leave may "cash in" a portion of the balance over four hundred (400) hours once each year and shall be credited with twenty percent (20%) of the cashed in balance. For example, an employee cashing in one hundred twenty (120) hours receives credit for twenty four (24) hours back (120 hours x .2 = 24 hours). To be eligible for the cash in privilege, employees must maintain a minimum Sick Leave balance of four hundred (400) hours and may not cash in more than four hundred (400) hours over their minimum required balance. The maximum cash in pay back shall be eighty (80) hours (400 hours x .2 = 80 hours), which requires a minimum of eight hundred (800) hours on the books prior to the cash in.
    - (1) This election must be made by April 1, with payment made to the employee with the second paycheck in July. The dollar amount of this cash-in credit, which will be paid at the employee's base salary as of July 1, will be paid directly to the employee.

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- (2) 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.

c. Employees hired after July 7, 1997, will not be eligible for the Sick Leave conversion benefit.

11. 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.

#### **SECTION 11: SERVICE CONNECTED DISABILITY LEAVE**

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

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

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

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

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

Procedure 1. All Workers' Compensation payments shall be credited to Risk Management.

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

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

#### **SECTION 12: 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

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fee to which the employee may be entitled by reason of such appearance and forthwith pay the same over to the Financial Services Director to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowance. If the employee is on duty and witnesses an event not related to the performance of their duty, but as a bystander witness, they will not be compensated for the court appearance. Additionally, the employee will not be paid court pay for any court appearance as a witness against the City.

1. In the event an employee is called upon as a witness before the Grand Jury or in any case before a court of law as a direct result of or directly pertaining to City employment, the employee may be entitled to retain from court fees reasonable allowance for expenses incurred.
2. Reporting on Time Card: Notation will be made on the Time Card for the hours of Court Leave granted to the employee while absent from the employee's regularly scheduled duties.

### **SECTION 13: MILITARY LEAVE**

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

### **SECTION 14: 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.

### **SECTION 15: STATUS WHILE ON LEAVE OF ABSENCE**

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.

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.

### **SECTION 16: GROUP HEALTH, DENTAL, LIFE, AND LONG-TERM DISABILITY INSURANCE**

1. Eligibility: All persons heretofore described as being eligible for group health and long-term disability insurance may, after initial employment and following a thirty (30) day waiting period from the first day of the month following employment, enroll in the City's group health insurance plan, which includes dental, vision, life insurance, and long-term disability insurance plan, provided such employee is not excluded from enrollment by conditions of the insurance contract.
2. City - Employee Share of Premium:

- a. The City shall pay the entire premium for group health and life insurance for each

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employee and for the employee's eligible dependents for employees hired on or before June 30, 2006. For employees hired on or after July 1, 2006 and before July 1, 2010, the City shall pay the entire premium for group health and life insurance for each employee and seventy five percent (75%) of the actuarially determined premium (health/dental/vision/life) for the employee's eligible dependents enrolled in the City's plan and employees shall pay twenty five percent (25%) of the monthly insurance premium (health/dental/vision/life) via automatic payroll deduction for their eligible dependents. Should an employee transfer into this contract from another unit or resolution within the City, the employee will retain the conversion benefit earned under the previous contract. For employees hired on or after July 1, 2010 the City shall pay the entire premium for group health and life insurance for each employee and fifty percent (50%) of the actuarially determined premium (health/dental/vision/life) for the employee's eligible dependents enrolled in the City's plan and employees shall pay fifty percent (50%) of the monthly insurance premium (health/dental/vision/life) via automatic payroll deduction for their eligible dependents.

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

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

4. Health Insurance Upon Retirement-Sick Leave Conversion:

- a. Eligibility: Employees hired by the City of Sparks prior to July 7, 1997, shall be eligible for this benefit. Only Deputy Police Chief employees retiring after July 1, 2002, will be eligible for this benefit. The following employees will have the benefit as modified in paragraph 4(c): Robert Cowman; Tony Zamboni; and employees eligible for the benefit as modified by Article 15(c)(3) of the Sparks Police Protective Association Lieutenants labor agreement in effect on July 1, 2002, who are promoted to the position of Deputy Police Chief after July 1, 2002. No other employees hired into the position of Deputy Police Chief will be covered by the benefit as modified in paragraph 4(c).

- (1) Employees who elect to have Sick Leave payoff in cash in accordance with this Resolution are not entitled to elect conversion of accumulated Sick Leave to an insurance benefit. Employees electing Sick Leave conversion to an insurance benefit are not entitled to Sick Leave payoff in cash.
- (2) Employees retiring from the City under Nevada PERS may delay implementation of retirement health insurance coverage under the terms and conditions of this Section until such time he/she wishes such coverage to commence subject to the requirements of Federal law, Nevada law, Nevada PERS regulations and the terms and conditions of the City's Group Insurance Policy in effect at the time of the election. Employees may lose this election if the retiree has intervening employment with another Nevada public employer between the time of retirement from the City of Sparks and the election. If an employee retires and does not enroll in the group health insurance program or enrolls in the group health insurance program and then drops enrollment, the employee (or the surviving spouse of the retired employee who is deceased) may reinstate coverage during even numbered years subject to the following conditions and applicable law at

the time of reinstatement, including NRS 287.0475: 1) The City of Sparks is notified of the intent to reinstate coverage no later than January 31<sup>st</sup> of an even numbered year; 2) The City of Sparks was the employee's last public employer; 3) The enrollee accepts the City of Sparks current plan at the time of reinstatement and all subsequent changes; 4) The enrollee pays one hundred percent (100%) of the current premium being charged in a timely manner. This coverage does not include life insurance.

b. Conversion of Accumulated Sick Leave:

- (1) Eligible 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 sixty five percent (65%) of the employee's accumulated Sick Leave to an unfunded City account for the purpose of paying for medical coverage under the City's then existing group medical insurance plan on a monthly basis.
- (2) Employees qualifying for retirement under Nevada PERS with a minimum of between twenty one (21) and twenty-five (25) years of continuous service with the City of Sparks may elect to convert the following percentages of the employee's accumulated sick leave to an unfunded City account for the purpose of paying for medical coverage under the City's then existing group medical insurance plan on a monthly basis.

<u>Years of Continuous Service</u>	<u>Conversion Percentages</u>
21	75 %
22	85 %
23	90 %
24	95 %
25	100 %

- (3) The account would be assigned a present value as of the date of retirement equal to the number of hours of accumulated Sick Leave times the employee's base hourly rate at the time of retirement. The City will account for a retiree's accumulated Sick Leave and debit said account on a dollar-for-dollar basis. The City will pay the retiree's medical coverage so long as there is a balance of accumulated Sick Leave adequate to cover the monthly premium.
- (4) 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.
- (5) A surviving spouse who is entitled to Nevada PERS benefits 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.
- (6) This benefit is nontransferable and does not survive the retiree except as to a surviving spouse as described above.
- (7) The fund to which the accumulated Sick Leave is credited does not accrue interest and does not have cash value. The City pays for the retiree's medical coverage by debiting



the monthly cost of such coverage from the retiree's accumulated Sick Leave balance and paying the actual cost of such coverage out of the appropriate City fund.

- c. For those employees eligible in paragraph (a), the benefit amount in paragraph (b) will be modified as follows:

- (1) Eligible employees retiring after July 1, 2002, shall have their Sick Leave account debited in the following amounts for health insurance premiums, which represent a 3.5% increase over rates in effect in 1993:

Retiree under 65

Employee only	\$144.53
Employee + 1 dependent	\$304.77
Family	\$416.20

Retiree and dependent over age 65

Employee only	\$ 93.85
Employee + 1 dependent	\$182.10

Subsequent to retirement, premiums and adjustments to premiums will be governed by the procedures outlined in the appropriate City Council Resolution.

- (2) For those eligible employees retiring after June 30, 2002, the initial amount their Sick Leave account is debited will increase at five percent (5%) per year, beginning the plan year of July 1, 1998, from the amounts listed above, until the monthly premium debited from their listed employees' Sick Leave is equal to the premiums charged other City employees retiring in the same year. Subsequent to retirement, the premiums and adjustments to premiums will be governed by Sparks City Council Resolution 2214, adopted April 12, 1993.

5. 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.

6. Group Health Plan Benefits Committee:

- a. It is agreed that a Group Health Plan Benefits Committee is established. The purpose of this Committee is to recommend to the City Council any benefit changes in the City's self-insured medical, dental, vision and life insurance plans.
- b. The Committee shall be comprised of five (5) voting members from the following groups:

Operating Engineers  
Sparks Police Protective Association  
International Association of Firefighters  
Confidential  
Management/Technical/Professional/Executive

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In addition, one (1) retired Employee will serve as a non-voting member to provide input on the effect of our changes upon retirees.

- c. The Committee Chairperson and Vice-Chairperson will be appointed by the City Manager and will not have a vote on the Committee.
- d. The Representative of each recognized Bargaining Unit shall have the authority to bind said Bargaining Unit to any modifications in benefits recommended to the City Council subject to ratification of at least two of the Bargaining Units. Any modifications in benefits agreed to by the City Council on recommendation of the Committee shall be binding upon each recognized Bargaining Unit.

#### **SECTION 17: 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 of Sparks policies adopted in the same manner as this City of Sparks Pay Resolution. The City of Sparks 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. Classified employees covered by this Resolution who have Civil Service appeal rights must choose between the two processes and shall use only one process for each grievance.
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.

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.

#### **SECTION 18: LAY-OFF PROCEDURES**

Whenever it becomes necessary in any department, 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 or

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reduced in grade according to procedures outlined in the current Civil Service layoff procedure. Any future amendments to the Civil Service Commission procedures will be automatically incorporated into this agreement.

#### **SECTION 19: SAFETY GRIEVANCE PROCEDURE**

- STEP 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.
- STEP 2. The Police Chief will respond to the grievance within twenty-four (24) hours of the time the written grievance is filed.
- STEP 3. If the written response of the 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.

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

#### **SECTION 20: DISCIPLINARY PROCEDURES**

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

#### **SECTION 21: 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.

#### **SECTION 22: EFFECTIVE DATE**

This Resolution shall be effective as of September 1, 2011, and shall continue in force until June 30, 2012, except as otherwise provided herein, or until a successor Resolution has been approved by City Council.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2011, by:

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CITY OF SPARKS, NEVADA

\_\_\_\_\_  
GENO MARTINI, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LINDA PATTERSON  
CITY CLERK

\_\_\_\_\_  
CHESTER H. ADAMS  
CITY ATTORNEY

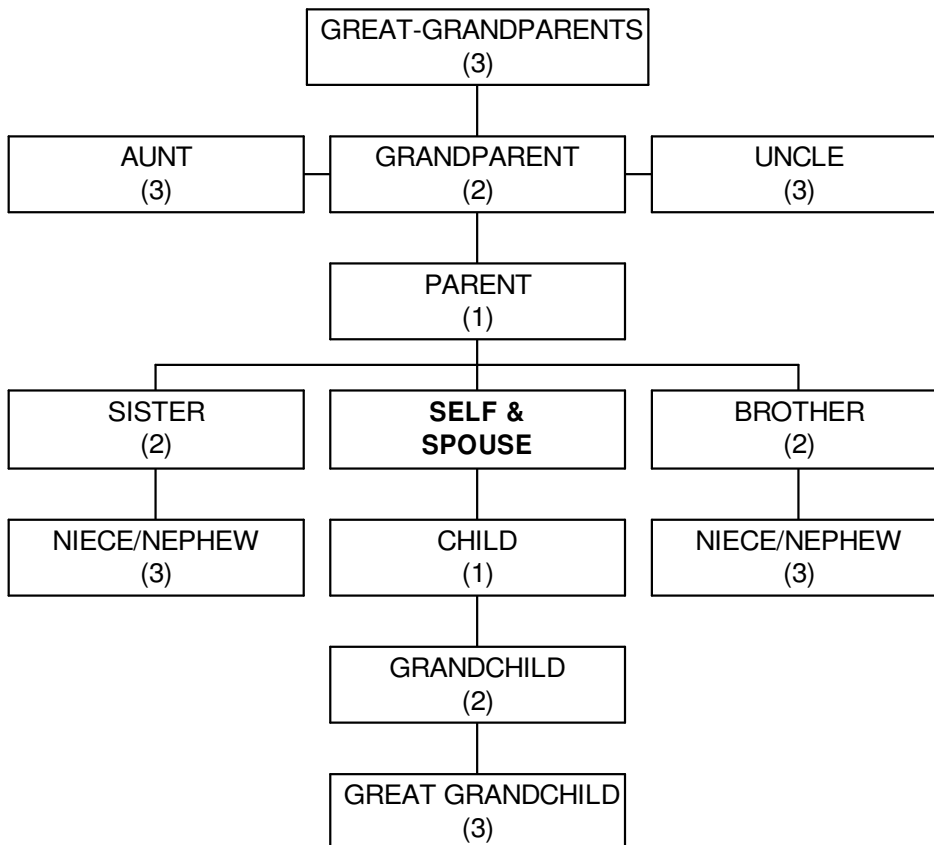
**Appendix A**

For the First Full Day for the Pay Period Between:		
<p>For all new hires and promotions into this resolution from a contract after July 1, 2010, salary schedules will be reduced 7.5% from the listed rates to reflect Section 4</p>		
Effective 09/1/2011 - 06/30/2012		
Position	Min Annual	Max Annual
Deputy Police Chief	\$100,226	\$128,201

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

APPENDIX B –Consanguinity and Affinity Chart

**DEGREES OF  
CONSANGUINITY AND AFFINITY**



Note – spouse includes domestic partner