

**CITY OF SPARKS  
CONFIDENTIAL EMPLOYEE RESOLUTION  
JULY 1, 2015 THROUGH JUNE 30, 2017**

**RESOLUTION NO.3281**

**INTRODUCED BY COUNCIL**

A RESOLUTION DENOTING CERTAIN EMPLOYEE POSITIONS AS CONFIDENTIAL; PROVIDING FOR SALARIES FOR EMPLOYEES IN THESE POSITIONS; 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**

### **Article A: PREAMBLE**

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

### **Article B: DESIGNATION**

Employees who are involved in the decisions of management affecting collective bargaining will be classified as Confidential Employees. The list of these positions appears on Appendix A. These employees are in the classified service. Certain positions have been classified as confidential outside the designated duties outlined above. As positions within the Confidential Resolution become vacant, consideration will be made to moving the position to another Resolution or Bargaining Unit, as may be appropriate to reflect the Fair Labor Standards Act classification of 'Confidential'.

### **Article C: REPEAL OF PRIOR RESOLUTIONS**

All previous Resolutions pertaining to the matter of Confidential Employees' compensation are hereby repealed. Benefits provided under this Resolution shall not be revised unless notice is given to all covered employees and opportunity is provided to meet and confer with the City Manager, with the right to appeal to the City Council.

### **Article D: DURATION OF AGREEMENT**

This Resolution shall be effective as July 1, 2015, and shall continue in force until June 30, 2017, except as otherwise provided herein, or until a successor resolution has been approved by City Council.

### **Article E: 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.
2. **Procedure:** The aggrieved employee shall take up the grievance with the employee's immediate supervisor within ten (10) working days of its occurrence. The supervisor shall attempt to adjust the matter at that time. If the grievance is not settled during informal discussions within fifteen (15) working days of its occurrence and the employee wishes to appeal the matter, within two (2) days the employee shall re-present it in writing to the supervisor. The supervisor shall respond to the employee or the employee's representative in writing within three (3) days thereafter.
3. Within five (5) days of the supervisor's written reply, the employee or the employee's representative may appeal the grievance in writing to the Department Director, accompanied by all correspondence on the matter. The Department Director shall respond to the employee or the employee's representative within three (3) days thereafter. Within five (5) days of the written reply, the employee or employee's 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 the employee's representative, will then make a written determination to the employee within fifteen (15) days after the grievance presentation with an information copy to the concerned Department Director. 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 person of the employee's choosing at any time and at each stage of the grievance procedure subsequent to the informal discussion with the employee's supervisor.

#### **Article F: SAFETY GRIEVANCE PROCEDURE**

1. An employee shall immediately bring the matter to the attention of the Supervisor. If the Supervisor does not take immediate steps to remedy the unsafe condition, the employee may file a written "safety" grievance with the Supervisor.
2. The Supervisor will respond to the grievance within twenty-four (24) hours of the time the written grievance is filed.
3. If the written response of the Supervisor is unsatisfactory, the employee may present the grievance to the Department Director within twenty-four (24) hours. The Department Director will review the alleged unsafe condition and will make the final decision on the grievance within twenty-four (24) hours of receiving the grievance.
4. Copies of the safety grievance and the responses at all levels will be provided to the appropriate Safety Committee.

#### **Article G: HOURS OF WORK**

1. Work Week: The normal work week of employees covered by this Resolution shall consist of forty (40) hours. Each work period shall commence on Monday at 12:00 a.m. and end on Sunday at 11:59 p.m. The regular work week may be temporarily increased or decreased to facilitate changes in scheduled shift assignments. Such temporary decreases will not affect basic pay schedules nor will temporary increases entitle employees to overtime pay rates, except as mandated by the Fair Labor Standards Act. The scheduling of work shifts and work weeks shall be directed by the Department Director. This article is intended only as basis for computing overtime and is not intended as a guarantee of hours of work per day or per week.

Unworked holidays listed in Section 4, annual leave, administrative leave with pay and compensatory time off pursuant to Section 4, would be counted as hours actually worked for purposes of computing Fair Labor Standards Act (FLSA) and contractual overtime. Sick leave and other unpaid leave such as leave without pay will continue to be excluded from the computation of hours actually worked for the purposes of computing FLSA and contractually scheduled overtime.

2. Duty Hours: Shall be devoted fully to the performance of assigned duties; periods of absence for personal reasons are not creditable toward duty hours and must be charged to annual leave, leave of absence without pay or, if resulting from a legitimate illness or physical injury, to sick leave as defined in Section 4, Article C.
3. Breaks: Except during emergency situations, employees covered by this Resolution shall be permitted one fifteen (15) minute break or rest period for each four (4) hour term of assigned duty. Breaks may not be combined, nor taken during the first or last hour of the shift.
4. Lunch Break and Meal Periods. Employees will have one of two meal period assignments, as determined by the Supervisor:
  - a. A 'straight shift' where employees do not take a lunch period; or,
  - b. A lunch period of up to one (1) hour unpaid.

6. Full-Time Service: - For the purpose of determining eligibility for salary advancements and accrual of benefits the term "full-time service" shall mean the number of days actually worked on a job, including absence with pay. Military Leave shall be in accordance with the Uniformed Services Employment and Re-employment Act of 1994 and City's Administrative Rule on Military Leave.

#### **Article H: DISCIPLINARY PROCEDURES**

Effective on ratification and approval, no post-probationary employee will be disciplined or discharged without just cause. A grievance filed under Section 1, Article E or an appeal filed under the Sparks Civil Service Rules waives the other appeal procedure.

#### **Article I: LAY-OFF PROCEDURE**

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 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 2: PAY**

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

1. 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.
2. 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.
3. Initial Appointment: Upon entering the classified service, an employee shall receive compensation at the minimum of the salary range of the position for which hired.

When economic conditions, unusual employment conditions or exceptional qualifications of a candidate for employment indicate that a higher rate would be in the City's best interest, the Department Director may authorize hiring at a rate above the minimum for the job position for which the employee is being hired with the approval of the Human Resources Manager, but in all cases, the rate is not to exceed the maximum for the position.

4. Promotions: When an employee is promoted to a position allocated to a higher pay range, the employee shall receive the minimum of the new salary range or five percent (5%) above the rate of pay received immediately prior to the promotion, whichever is greater not to exceed the top step of the pay range. The employee will be placed on a 'promoted' probation, and upon successful completion may be eligible for a merit increase.
5. Upon movement from a level I to a level II in the position, the employee shall receive a five percent (5%) salary increase in addition to any merit increase that may be granted on the same date. Upon such movement, the employee will maintain an annual performance review schedule and the employee is not put on a probationary status.

6. Demotions: When an employee is demoted to a lower position class, the pay rate shall be five percent (5%) less than the employee's rate prior to the demotion, or the top of the new range, whichever is less.
7. Reduction within a Position: A Department Director, with the approval of the City Manager, may reduce an employee from the employee's current salary to any lesser salary within the salary range for that position upon failure of the employee to maintain a standard of work set forth in the job description. The employee may again be raised by the Department Director, with the approval of the City Manager, to a salary not to exceed that from which the employee was reduced.
8. Transfers: When an employee is transferred to a position allocated to the same salary range, the employee shall receive such salary as recommended by the Department Director, as approved by the City Manager, provided that the employee's salary will not be reduced.
9. Reclassification of Position: When a position is reclassified with a significant change in job duties and is assigned a higher pay range, the employee(s) in that classification shall be placed in the new pay range at a salary not more than five percent (5%) greater than the employee's current salary, or the bottom of the new pay range, whichever is greater. If the change in salary range is a pay adjustment with no significant change in job duties, the employee(s) shall be placed in the new pay range at the same step within the range.
10. Part-Time Regular Employment: Full-Time regular positions currently approved within the budget may be filled on a Part-Time basis. Benefits attendant to Part-Time positions shall be determined by the City Manager on an individual basis. The determination of Part-Time or Full-Time status will be determined by the Department Director and the City Manager, based on departmental work load and scheduling. A position may be classified as Regular Part-Time or Full-Time at any time with City Manager and Department Director approval.
11. Special Pay Considerations: In special circumstances, an employee may choose to reduce their individual pay rate, waive payment of longevity, or other pay considerations, these reductions are voluntary, and will require the submission of a written request, effective for the current fiscal year only.
12. Voluntary Unpaid Time Off: In special circumstances, and with Department Director and City Manager approval, an employee may choose to take up to four (4) weeks voluntary unpaid time off per fiscal year. During this period, the employee's benefits will remain in force, with all applicable accruals. This unpaid time off is not considered a Leave of Absence as outlined in Section 4, Article I.
13. Voluntary Pay or Benefits Reductions: Should an employee voluntarily make a reduction in pay, benefits, or hours worked as outlined in 12 and 13 above, the City Manager may make non-monetary considerations for the benefit of such employees.

#### **Article B: PAY INCREASES**

1. Initial 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 year. 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 Department Director and City Manager, and approved by the Civil Service Commission, shall be deemed a classified employee of the City of Sparks. The employee shall thereupon be eligible for a merit salary increase.

The Department Director may, however, extend the probationary period up to but not longer than one (1) year, of any employee with a questionable job performance record. An employee shall not receive any pay increases while in probationary status, other than cost of living adjustments and/or position pay rate adjustments authorized by the City Council.

2. Promotional Probationary Period: The employee will be placed on a 'promoted' probation for at least six (6) months, which can be extended by the Department Director. Upon successful completion of the probationary period, the employee may be eligible for a merit increase.
3. Merit Increases: Each employee who has successfully completed probation, who has not reached the maximum in the pay range, may be eligible for a merit pay increase, contingent upon the employee's level of job performance, with the pay period coinciding with the anniversary date for that position. An employee who may otherwise be eligible for a merit increase, but who was denied such an increase on the anniversary date, shall be eligible for review at the discretion of the Department Director for a merit salary increase at any subsequent time during the next twelve (12) months.

#### **Article C: OVERTIME PAY**

1. Overtime: Approved hours in excess of an employee's basic work week are overtime. If an employee is working an alternate shift, the employee will be paid overtime for any work in excess of their normally scheduled shift.
2. Overtime Payment: Except when an employee is assigned to emergency stand-by duty, any overtime pay shall be paid on a time and one-half (1½) basis.
3. Callback, Extensions of the Work Day and Work Outside of and in Addition to Regularly Scheduled Work Period Or Shift: Callback Overtime and Extensions of the Work Day set forth in this Article shall be paid on a time and one-half (1½) basis in the following manner:

- a. Callback Overtime including the two (2) hour minimum, shall apply where the employee is officially ordered to return to work on a day when no work was scheduled where the employee is "called back" to work with less than twelve (12) hours' notice and more than thirty (30) minutes before employee's regularly scheduled work or where the employee is officially ordered to return to work more than thirty (30) minutes after regularly scheduled work.

Callback Overtime shall not apply if the employee is ordered to report to work while on Stand-By Duty.

- b. Extension of the Workday Overtime shall apply where such extension of the work day is officially ordered and approved and the employee is called to duty within thirty (30) minutes prior to regularly scheduled work or is called to duty within thirty (30) minutes following regularly scheduled work. Extension of the work day overtime is not subject to the two (2) hour minimum and shall be computed based on actual hours worked.
- c. Work Outside of and in Addition to an employee's Regularly Scheduled Work Period or Shift scheduled more than twelve (12) hours before the start of scheduled work (other than Special Event Overtime described in Paragraph 6 below) will only be paid on a time and one-half (1½) basis if the employee actually works forty (40) hours during a basic seven (7) day work period excluding unworked time off described in Section 1, Article G, and such work exceeds the forty (40) hour threshold in a seven (7) day work period. Such work is not subject to the two (2) hour minimum.

Every attempt to not change an employee's work schedule during the workweek, when the purpose of the change is to solely avoid overtime compensation, will be made unless agreed to by the employee or there is an operational need in which the employee is a required resource. The supervisor responsible for changing an employee's regular workweek schedule shall provide as much notice as possible based on the operational constraints dictating the change and shall directly notify the employee of the change to the best of the supervisor's ability.

4. Overtime Assignment: Overtime shall be assigned on a rotation basis with a recognized organization unit starting with the most senior employee in the unit. The unit supervisor will make a good faith effort to ensure that overtime work is distributed fairly among those employees wishing to work overtime.
5. Meals during Overtime: At any time an employee is required to work four (4) hours before or four (4) hours beyond the regular work shift, the City will reimburse employee for one (1) meal with a one hundred percent (100%) value up to fifteen dollars (\$15.00).
6. Special Event Overtime: Special event overtime will be paid on a time and one-half (1½) basis to off-duty employees who are assigned to work special events for which the City issues a "special event permit". Overtime work by employees at special events shall be approved in advance by the Department Director and shall be subject to the needs of the Department as determined by the Department Director.

#### **Article D: BILINGUAL PAY**

Bilingual interpreter pay will be at the rate of five percent (5%) of base salary for those positions designated as Interpreter. A testing process will be designed and implemented by the City. A designation of Interpreter status shall only be for positions utilizing bilingual skills on a daily basis where this skill is a job requirement. The final decision as to the designation of the Interpreter positions will be made by the Human Resources Manager. Interpreter pay will be effective with the first full pay period after qualification, or upon hire. Employees receiving bilingual pay will be required to perform translation services during normal work hours.

Bilingual status shall only be for designated positions where the incumbent serves as a Bilingual Interpreter on an on-call basis for one or more departments. The final decision as to the designation of bilingual status will be made by Human Resources. Bilingual pay will be at the rate of fifty dollars (\$50.00) per pay period.

#### **Article E: TEMPORARY ASSIGNMENT**

1. Acting Temporary: Any classified employee who has been confirmed to a position by the Civil Service Commission may be temporarily assigned to serve in an acting capacity in a position allocated to a higher pay range than that in which employed. If an employee is temporarily assigned to such position for five (5) working days, consecutive or separate, the employee shall, for each day thereafter so assigned, be termed an Acting Temporary Employee. The five (5) day period shall apply to each job classification. An employee must work in an acting capacity for a minimum increment of four (4) hours to be eligible for such pay.
2. Compensation: The Acting Temporary Employee shall receive compensation five percent (5%) greater than the employee's regular salary, not to exceed the maximum of the range for the position assigned. Upon termination of the temporary assignment, the employee shall return to the position and salary from which assigned.

The City agrees to pay at a higher range any employee of the same classification that is temporarily assigned as a lead employee supervising two (2) or more employees for four (4) or more hours in any one day.

3. Long-Term Acting Temporary Assignment: If an employee is acting in a position for thirty (30) 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 pay range for the position temporarily assigned to. 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.



**Article F: NIGHT DIFFERENTIAL PAY**

The pay rate shall be seven percent (7%) for any time worked by an employee between 6:00 p.m. and 5:00 am.

**Article G: EMPLOYEE LONGEVITY PAY**

1. Eligibility: Employees who have completed five (5) years of service with the City, with each year being computed to the 16<sup>th</sup> day of November. shall be entitled to Longevity Pay in addition to regular pay and benefits.
2. Amount Of Longevity Pay: Longevity Pay shall be at the rate of one-half of one percent (0.5%) of base salary multiplied by the number of years of service with the City up to a maximum of ten percent (10%) of base pay. The actual calculation is as follows:

$$\frac{\text{Base Salary} \times \text{No. of months employed} \times 0.5\%}{12}$$

The maximum dollar payment will be three thousand dollars (\$3,000.00).

3. Computation and Payment of Longevity: 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 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 prior to Thanksgiving.

4. 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.

This will be interpreted to include all previous classified City employment, provided the employee's service was terminated under honorable conditions and that not more than five (5) years lapsed between any periods of termination and re-entering City employment.

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

5. Non-Creditable Service for Longevity Computation: Any periods that an employee is on unpaid leave of absence will be deducted from the creditable service time for Longevity Pay.

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 will be deducted from the creditable service time for longevity pay.

6. Payment of Longevity Pay upon Termination: An eligible employee shall be paid Longevity Pay upon termination of employment with the City provided employee leaves under honorable conditions.

Payment will be made for each complete month between the preceding December 1st and the termination date as stated in Paragraph 2 of this Article.

7. Death of Employee: Upon the death of an employee presently on the employment records of this City, one hundred percent (100%) of the longevity pay shall be paid to the employee's beneficiaries or estate.

#### **Article H: PERSONAL ITEM ALLOWANCE**

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

#### **Article I: CELLULAR PHONE REIMBURSEMENT**

At the employee's request, the Department Director 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 INSURANCE**

1. Eligibility: All employees are eligible for group health insurance (medical, dental, vision, pharmacy and life) and may on the first of the month following hire, be eligible to enroll in the City's group health insurance plan, provided, however, such employee is not excluded from enrollment by conditions of the Group Health Plan Document.
2. City-Employee Share of Premiums
  - a. The City shall pay the entire premium for group health insurance for each employee and for the employee's eligible dependents for employees hired on or before June 30, 2006.
  - b. For Employees hired on or after July 1, 2006 the City shall pay the entire premium for group health and life insurance for each employee and seventy five percent (75%) of the premiums 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.

The City agrees to pay benefit claims costs. The City shall maintain an equal or better standard of group health insurance coverage unless change is agreed to as provided in Section 3 of this Article.

An employee on leave without pay over thirty (30) days may continue the group health insurance coverage by pre-paying the entire one hundred percent (100%) premium amount to the City, except as provided under the Uniformed Services Employment and Re-employment Act of 1994 and the Family Medical Leave Act.

3. 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 three (3) voting members and one alternate member from each of the following represented groups:

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

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

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

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

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

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

**Article B: HEALTH INSURANCE UPON RETIREMENT**

1. Eligibility: Employees who elect to have sick leave payoff in cash at retirement, in accordance with this Agreement 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. This benefit is subject to a three thousand two hundred fifty (3,250) hour at twenty-five (25) years of service maximum conversion of accumulated sick leave to an insurance benefit.
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 sick leave up to a three thousand two hundred fifty (3,250) hours maximum for the purpose of paying for group health insurance coverage under the City's group health insurance plan on a monthly basis.

Effective upon ratification, the following conversion rates will apply:

Years of Service	Percentage of Sick Hours Converted
20	65%
21	75%
22	85%
23	90%
24	95%
25 or more	100% (max 3,250 hours)

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 multiplied by the employee's base hourly rate multiplied by the conversion 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 health coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

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

A surviving spouse will continue to receive group health insurance 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 balance.

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

<b>Years of Service</b>	<b>Sick Leave Cash-Out Percentage</b>
10	10%
15	15%
20	65%
21	75%
22	85%
23	90%
24	95%
25 or more	100% (no max)

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 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 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.

**Article C: RETIREMENT**

The retirement rights of the Employees are as provided by the Statutes of the State of Nevada. The City will pay one hundred percent (100%) of the Employee's retirement contribution to the Retirement System. Eligible compensation and service credit is determined at the sole discretion of PERS.

**Article D: TUITION REIMBURSEMENT**

Upon proof of course completion with either a grade of "C" or better or a certificate of completion for pass/fail courses, the City shall pay 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 Department Director and Human Resources Manager. Reimbursement is subject to all courses being 'accredited' as determined by the appropriate Department Director and/or Human Resources.

**SECTION 4: LEAVE BENEFITS**

**Article A: HOLIDAYS AND HOLIDAY PAY**

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

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

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

- 2. Holidays shall be observed as follows:
  - a. If a legal holiday falls on the first day of an employee's scheduled day off, the day preceding work day shall be observed as a holiday.
  - b. If a legal holiday falls on the second or succeeding day of consecutive scheduled days off, the next succeeding work day shall be observed as a holiday.
- 3. Holiday on Day off: Holidays occurring during an employee's Annual Leave period shall not be counted as Annual Leave; the employee shall be compensated at routine Holiday Pay. An employee who is scheduled to work on a day observed as a holiday, but is unable to report to work for any one of the reasons qualifying the employee for Sick Leave, employee shall be eligible for routine Holiday Pay. In such an event, the employee shall not be charged for taking Sick Leave or Annual Leave for such holiday.

If an employee is on Leave Without Pay on a holiday due to disciplinary action, the holiday is counted as a work day for purposes of the disciplinary action.

4. Holiday Pay: In order to be eligible for Holiday Pay, an employee must be on the active payroll. Employees on leave without pay are ineligible for Holiday Pay benefits.
5. Holiday Hours Granted: The number of holiday hours granted to each employee will be based on the assigned schedule. For example, employees working an eight (8) hour shift will receive eight (8) hours of holiday, employees working ten (10) hour shifts receive ten (10) hours of holiday, and so on.
6. Worked Holiday: An employee required to work on a day observed as a holiday which falls within the employee's basic work week will be entitled to two and one half (2 ½) times the employee's regular pay, in cash or compensatory time off, subject to Section 4, Article J. An employee shall be entitled to not less than two (2) hours or more than ten (10) hours of holiday pay, depending upon shift assignment. An employee required to work on a day observed as a holiday falling outside the employee's basic work week shall be paid overtime pay.

Holiday pay hours will be associated with the day the shift begins. For example, if an employee clocks in at 10:00 p.m. on July 4<sup>th</sup> and clocks out at 6:00 a.m. on July 5<sup>th</sup>, those eight (8) hours would be paid at the holiday pay rate.

7. Part-Time Regular Employees: Employees in regular Part-Time positions, working less than eighty (80) hours per pay period will earn Holiday Pay at a prorated rate, based on their normally scheduled hours.

**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 probationary appointment to a position and continuing until resignation or discharge.
2. Actual Service: 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, or injury or illness incurred in the City service and absence on temporary military duty shall be deemed actual service.
3. Qualifying Period for Annual Leave: An employee is not entitled to take Annual Leave until employee has attained classified status.
4. Annual Leave Accrual: A regular, Full-Time employee will be granted Annual Leave benefits as follows:

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

The maximum hours to be accumulated are four hundred eighty (480) hours.

Unlimited accumulation of Annual Leave may be allowed with Department Director and City Manager's written approval. An employee may not use more than the employee's maximum annual accrual hours immediately prior to separation from City employment.

5. Annual Leave Credits: Credits shall accrue for each pay period in which the covered Employee completed forty (40) or more hours during employee's regularly scheduled bi-weekly duty assigned hours.
6. Annual Leave Benefits for Part-time Regular: Employees will be prorated, based on the scheduled number of hours.
7. Payment While on Annual Leave: An Employee shall be paid at employee's regular hourly rate for each hour of Annual Leave time taken. Annual Leave shall be charged on the basis of one half (1/2) hour for each one half hour (1/2) or fractional portion of one half (1/2) hour of Annual Leave taken.
8. Annual Leave Bidding: Choice of Annual Leave dates shall be granted whenever practical, but the operating requirements of the City, as determined by the Department Director shall prevail where more employees than can be spared request a particular period, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work.
9. Annual Leave Carry-Over: 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 Department Director, an Employee may, with the consent of the Department Director, take less than the normal Annual Leave one year with a correspondingly longer Annual Leave the following year.
10. Resignation and/or Retirement: An employee about to resign or about to retire under the provisions of PERS or who is to be terminated without fault, and who has earned Annual Leave may be granted Annual Leave for the time so earned not to exceed the maximum for the employee's 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 accrued to the employee's credit. An employee may not use more than the employee annual maximum accrual of Annual Leave hours immediately prior to separation from City employment.
11. Death of an Employee: Upon the death of a person presently on the employment records of this City, a lump sum payment for Annual Leave accrued to the employee's credit will be made to the employee's beneficiaries or estate.
12. Advancing Annual Leave Time: Under unusual circumstances, advanced Annual Leave may be authorized. Requests for advanced Annual Leave will require the Department Director's approval and full justification. Each request for advanced Annual Leave will be handled as a separate individual case and considered on its own merits. The City Manager will be the final approving authority on such request.
13. 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 probationary appointment to a position with the City and continuing until resignation or termination.
2. Advancing Sick Leave: Upon application of an employee and approval and justification by the Department Director, an employee may be advanced Sick Leave.

Advanced Sick Leave will not exceed sixty working (60) days and will be subject to the following:

- a. Request for advancement of Sick Leave will be supported by a medical certificate.
  - b. All available accumulated Sick Leave will be exhausted before advancement.
  - c. All available accumulated Annual Leave will be exhausted before advancement.
  - d. All available Personal Leave will be exhausted before advancement.
  - e. All available Compensatory Time will be exhausted before advancement.
  - f. There is reasonable assurance that the employee will return to duty to earn and repay the advance credits.
  - g. The City Manager will be the final approving authority on such request.
  - h. If the employee terminates, prior to restoring advanced sick leave, any amounts owing will be deducted from the employee's final paycheck.
3. Recovery for Damages: If benefits are payable under this Article, the cause of an injury is approximate consequence of the wrongful conduct of another and the employee recovers damages for time lost, the employee shall not receive Sick Leave pay under this Article for the same time; or having received sick leave prior to the recovery of damages, the employee shall repay the City for any amount paid therefore under this Article.
  4. Job Related Injury: In the event of a job-related death or total permanent disability injury as determined by the Workers' Compensation insurer/third party administrator, the employee or designated beneficiary shall receive one hundred percent (100%) of the total accumulated Sick Leave at employee's current hourly rate.
  5. Actual Service: 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, injury or illness incurred in the City service and absence on temporary military duty shall be deemed actual service.
  6. Accrual of Sick Leave: Employees working on a classified or probationary basis in classes which have a forty (40) hour work week 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. Such accrual is effective at the end of each pay period. Employees in a regular Part-Time position will earn a sick leave at a rate prorated to their scheduled hours worked.
  7. Unrestricted Maximum: Accumulation of Sick Leave accruing to an employee's credit which is not used during the year in which earned may accumulate from year to year without restriction to a maximum amount. Accrual of Sick Leave shall cease after any period of continuous Sick Leave having duration of six (6) calendar months.
  8. Authorized Use of Sick Leave: Sick Leave, with pay, can only be granted with the approval of the Department Director in the case of a bona fide illness of an employee or illness, injury or death of any relative within the third degree of consanguinity or affinity, to include (Appendix B): spouse, domestic partner, child, step-child, parent, step-parent, sibling, step-sibling, grandparent, step-grandparent, grandchild, step-grandchild, great-grandparent, step-great-grandparent, great-grandchild, or step-great-grandchild, aunt, uncle, niece, or nephew.

Bereavement Leave will not count against an employee's use of Sick Leave in regards to award hours for no use of Sick Leave. Sick Leave used for Bereavement Leave 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 the relatives listed above (Appendix B).

9. Certificate of Illness: Evidence in the form of a physician's certificate of illness shall be furnished as proof of adequacy of the reason for the employee's absence during the time when Sick Leave was requested. Physician certificates may be required by the Department Director, Manager or Supervisor 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. Management will contact the employee as soon as it is determined a physician's certificate of illness is needed for the employee to return to work.
10. Forfeiture of Sick Leave: No employee shall be entitled to Sick Leave while absent from duty on account of any one of the following:
  - a. Disability arising from any sickness or injury purposely self-inflicted or caused by any of the employee's willful misconduct.
  - b. Disability arising from any conduct which is in violation of federal, state or local statute, written City or departmental policy or direct order of the Department Director.
  - c. Sickness or disability sustained while on Leave Without Pay.
11. Fraudulent Claim: Any person claiming Sick Leave, with pay, and any Department Director approving the same where it is shown that such claim was made or approved by such claimant or Department Director knowing that such claimant was not in fact sick or otherwise entitled thereto, shall forfeit all accumulated Sick Leave and shall not be allowed to receive or accumulate Sick Leave for a period of thirteen (13) pay periods thereafter. The City Manager will make the determination whether or not Sick Leave accrual or the accumulated Sick Leave is forfeited after consultation with the Department Director.

#### **Article D: SICK LEAVE BANK**

1. An employee may request in writing that a specified number of hours of accrued Annual Leave, Compensatory Time, or Sick Leave be transferred from the employee's account to the Operating Engineers' Sick Leave Bank. Donations may be made at any time during the year.
2. The minimum number of hours which may be transferred is eight (8) hours. Any hours transferred from an employee's account to the "bank" may not be returned or restored to that employee. This Article, however, does not prevent an employee from receiving leave from the "bank."
3. An employee who is about to exhaust all the employee's accrued leave may request, in writing, that a specified number of hours be transferred from the Sick Leave Bank to the employee's own account. The request should include, at a minimum, the employee's name and a description of the need and the expected duration.
4. An employee may not receive leave from the "bank" until all of the employee's hours, including Sick Leave, Annual Leave, Personal Leave, and Compensatory Time have been exhausted.

5. An employee who receives leave from this "bank" is entitled to pay at the employee's own rate of pay.
6. Upon receipt of a request for leave, the Human Resources Manager shall notify the Sick Leave Bank Committee, made up of two (2) appointees of the Union and the Human Resources Manager. The Committee shall meet to review the request. The Committee may approve or deny transfer of a specified number of hours from the "bank" to the account of any employee whom the Committee determines is eligible to receive such leave.

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

The Committee may review the status of any leave granted to an employee and determine whether or not there is a continuing need for the granted leave.

7. The Committee shall not grant any hours of leave from the "bank" after:
  - a. The need ceases to exist; or,
  - b. The employee who is receiving the leave resigns or the employee's employment with the appointing authority is terminated.
8. Any leave that the employee received from the "bank" which was not used, or upon resignation or termination of the employee, must be returned to the "bank."

#### **Article E: NON-USE OF SICK LEAVE AWARD**

An employee shall receive four (4) days off from work if the employee has not used any of the employee's accrued Sick Leave during the fiscal year, July 1 through June 30; two (2) days off for using one (1) day or less, and one (1) day off for using two (2) days or less. The selection of the day(s) off shall be approved by the Department Director and shall be paid at the employee's regular hourly rate of pay.

Determination of eligibility shall be made by Human Resources who shall adjust the employee's Personal Leave balance by the addition of hours earned and so notify the affected employee.

#### **Article F: 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 of 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 the wage 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 616/617. 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 616/617.

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.

When an employee is injured in the course of their employment, and initial treatment would place the employee in an overtime status, the hours during the initial outpatient treatment will be paid as overtime. For employees on evening or night shifts, any time spent for follow up, outpatient treatments will be paid as overtime.

**Article G: COURT LEAVE**

1. Any employee appearing in any court or before the Grand Jury as a party to an action arising out of City employment or as a witness to either a civil or criminal case for the purpose of giving testimony as to facts or knowledge received in the course of City employment, shall receive full compensation as though actually on the job during such time. Employee travel, including but not limited to, travel for training, overnight travel, portal-to-portal, etc. will be covered by the applicable Fair Labor Standards Act (FLSA) rules and regulations.
2. 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 the employee's City employment, the employee may be entitled to retain from court fees reasonable allowance for expenses incurred.
3. Any employee appearing in any court or before the Grand Jury as a juror, witness in a criminal case or a witness in a civil case for the purpose of giving testimony, 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 City to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowance.
4. 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.

**Article H: MILITARY LEAVE**

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

Any classified employee 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 (1) calendar year. Any such absence shall not be deemed to be an employee's Annual Leave.

**Article I: LEAVE OF ABSENCE**

Official Leaves of Absence shall be granted to employees according to the rules of the Civil Service Commission. Any employee on such leave shall receive no compensation from the City during the period of absence except as required for local government employees under the Uniformed Service Employment & Re-employment Act of 1994 and the Family Medical Leave Act.

## **Article J: COMPENSATORY TIME**

1. **Defined:** Compensatory time is time off which may be given to an employee during the employee's regularly scheduled work period to compensate for overtime hours which are earned and accrued in lieu of payment for overtime. It is accrued at one and one-half (1½) hours compensatory time for each overtime hour worked.

When an employee has worked overtime and would like to add the time to their compensatory bank instead of being paid overtime, it must be noted in the timekeeping system.

2. When requesting an employee to work overtime, the supervisor shall whenever possible place at the option of the employee the right to be paid overtime for the additional work or the right to accrue compensatory time. However, in emergencies and certain special events designated by the City, the City may require that employees receive overtime pay in lieu of accruing compensatory time off. No employee shall accrue more than one hundred (100) hours of additional work time to be paid as compensatory time (shown as accumulated time on the paycheck).
3. **Granting of Compensatory Time-Off:** Granting of compensatory time is subject to the following:
  - a. Employee will be allowed compensatory time upon request provided such use does not unduly disrupt City operations. The Department Director may deny an employee's compensatory time request if the absence would impose an unreasonable burden on the City's ability to meet its obligations.
  - b. Upon reaching the maximum of one hundred (100) hours (as referenced in 2 above) to be paid off as compensatory time, all hours worked in addition to the regularly scheduled work period must be compensated at the overtime rate.
4. **Settlement for Unused Compensatory Time:**
  - a. Payment for unused compensatory time is authorized to be paid in the event of termination, retirement or death.
  - b. An employee with compensatory time on the records may request full payment of accrued compensatory hours at any time by submitting an email to Payroll at any time during the fiscal year.

## **Article K: PERSONAL HOURS**

Employees covered by this resolution are eligible for two (2) Personal Leave days. Personal Days will be granted at the number of hours of the employee's assigned shift (employees scheduled for a ten (10) hour shift will be granted personal days of ten (10) hours). The Personal Leave days shall be available with the first full pay period in July of each year and any unused days shall expire on June 30<sup>th</sup> of each year.

Personal Hours may be used during the fiscal year on a date mutually agreeable to the employee and supervisor.

If the employee has made at least three (3) valid and reasonable attempts to obtain the approval of their personal leave hours without success, then the employee may be compensated for the personal hours at their base rate of pay.

**PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote of the City Council:**

AYES:

NAYS:

ABSENT:

**APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015, by:**

\_\_\_\_\_  
GENO R. MARTINI, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
TERESA GARDNER  
CITY CLERK

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

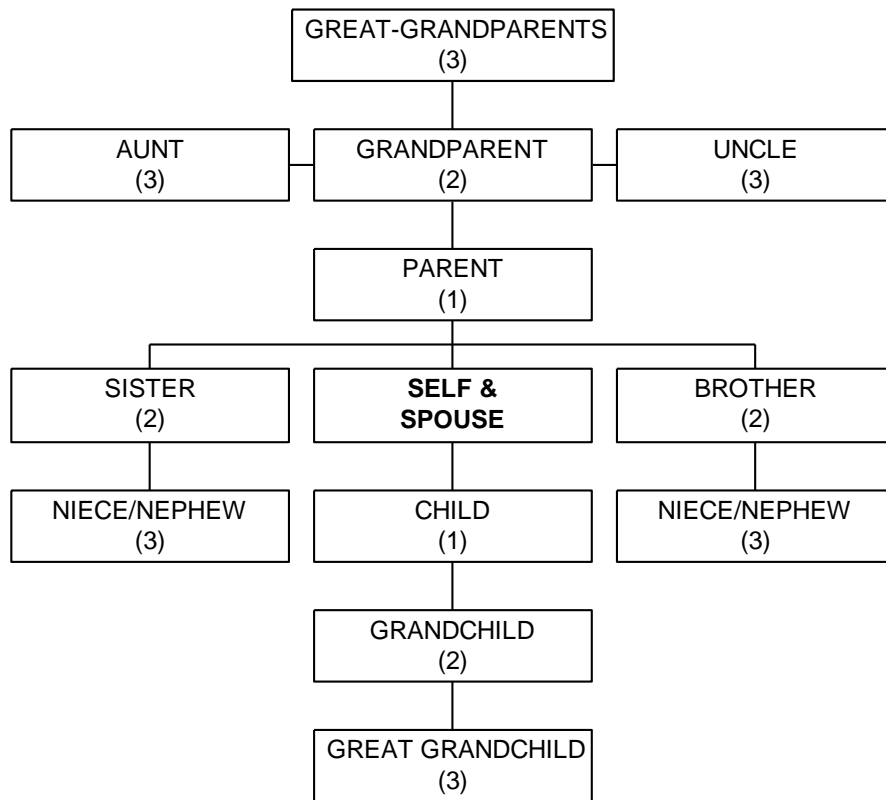
**APPENDIX A: JOB CLASSIFICATIONS AND SALARY RANGES**

<b>Position</b>	<b>Effective:</b>		<b>7/13/2015</b>		<b>7/11/2016</b>	
			<b>Pay Rates</b>		<b>Pay Rates</b>	
	<b>Min *</b>	<b>Max *</b>	<b>Min *</b>	<b>Max *</b>	<b>Min *</b>	<b>Max *</b>
Administrative Assistant	\$52,828	\$67,361	\$53,884	\$68,708		
Administrative Secretary	\$45,020	\$57,368	\$45,921	\$58,515		
Executive Administrative Assistant	\$60,232	\$76,887	\$61,437	\$78,425		
Human Resources/Risk Technician I	\$42,474	\$54,101	\$43,324	\$55,183		
Human Resources/Risk Technician II	\$46,802	\$59,638	\$47,739	\$60,831		
Payroll Administrator	\$46,802	\$59,638	\$47,739	\$60,831		

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

**APPENDIX B: DEGREES OF CONSANGUINITY AND AFFINITY**

**DEGREES OF  
CONSANGUINITY AND AFFINITY**



**Note - Spouse includes Domestic Partner.**