

**CITY OF SPARKS  
EXECUTIVE EMPLOYEE RESOLUTION  
JULY 1, 2018 THROUGH JUNE 30, 2021**

**RESOLUTION NO. 3344**

**INTRODUCED BY COUNCIL**

A RESOLUTION DENOTING CERTAIN EMPLOYEE POSITIONS AS EXECUTIVE; 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: REPEAL OF PRIOR RESOLUTIONS**

All previous Resolutions pertaining to the matter of employees covered by this Resolution are hereby repealed.

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

**Article C: EFFECTIVE DATE**

This Resolution shall be for a three (3) year term effective July 1, 2018 and continue in force until June 30, 2021 or until a successor resolution has been approved by City Council.

**Article D: RECOGNITION AND APPLICATION**

The Executive positions of the City are listed on Appendix A and include the City Manager and Department Heads. All Executive employees will be appointed and will negotiate an employment agreement with the City prior to being hired. This employment agreement shall not conflict with the provisions of this Resolution.

It is understood under this Resolution, that the City Manager's benefits and salary other than those specified by contract, are to be approved by the City Council.

The employees appointed by the City Manager under this Resolution have individual employment agreements with defined pay, benefits and job duties including specified termination and renewal clauses.

The City Manager, at his discretion under this Resolution, may alter that renewal clause of the appointed employee. Under no circumstance should an appointed employee under this Resolution be given less than one hundred and eighty (180) days separation benefits upon notice of non-renewal, which shall include severance pay and/or benefits as determined by the City Manager and/or the employee's individual employment agreement.

**SECTION 2: PAY**

**Article A: PAY RATES**

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

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

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

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

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

1. Pay Rates: The pay rates set forth in Appendix A are base pay rates. No employee shall be paid at a rate above the maximum or below the minimum in the range to which the position class is assigned.
2. Cost of Living Adjustment (COLA):
  - a. Effective the first full pay period after July 1, 2018, employees shall receive a COLA of no less than one percent (1.0%) and no greater than three percent (3.0%), based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI is outlined in the Appendix A.
  - b. Effective the first full pay period after July 1, 2019, employees shall receive a COLA of no less than one percent (1.0%) and no greater than three (3.0%), based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI is outlined in the Appendix A.
  - c. Effective the first full pay period after July 1, 2020, employees shall receive a COLA of no less than one percent (1.0%) and no greater than three (3.0%), based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI is outlined in the Appendix A.
  - d. A new Appendix A will be issued including the COLA and the range adjustment when the information becomes available each year.
3. Pay Periods: Each two (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.
4. Work Week: The basic work week shall commence on Monday at 12:00 a.m. and end on Sunday at 11:59 p.m.
5. Initial Appointment: Upon entering an appointive position, an employee shall receive compensation commensurate with their education and experience as determined by the City Manager.
6. Demotions: When an employee is demoted to a position in a class allocated to a lower pay range the employee shall be reduced five percent (5%) or to the maximum rate of the new class, whichever is lower.
7. Reduction of Pay: 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 City Manager may again raise the increment to any increment not higher than that from which the employee was reduced should the employee's standard of service be reestablished

8. Reclassification of Position: When an employee's position is reclassified to a higher pay range, the employee shall be placed into the new pay range with a minimum five percent (5%) increase. Under no circumstances, however, shall any employee be paid more than the top of the employee's salary range.

In those cases where an employee's position is reclassified to a lower pay range, the employee shall be placed into the new pay range at the same pay rate at which the employee is presently serving, or the top of the new range, whichever is less.

9. Full-Time Service: For the purposes of determining eligibility for merit advancements and accrual of benefits, the term "full-time service" shall mean the number of days actually worked on a job including all absences with pay. Leave of absence without pay shall not be credited as full-time service.
10. Special Pay Considerations: In special circumstances, and with City Manager approval, 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 Fiscal Year of the request only.
11. Voluntary Reductions in Salary or Benefits: Should an employee voluntarily make a reduction in pay, benefits, or hours worked the City Manager may make non-monetary considerations for the benefit of such employees.

#### **Article B: MERIT ADVANCEMENTS**

1. Merit Increases: An employee who has not reached the maximum in the pay range shall be eligible for a merit pay increase, contingent upon the employee's level of job performance, effective with the first full pay period in December. The City Manager has the option to provide merit pay increases or bonus pay at any time during the fiscal year. An employee who may otherwise be eligible for a merit increase, but who was denied such an increase, shall be eligible for review at the discretion of the City Manager for a merit salary increase at any subsequent time during the next twelve (12) months.

Employees hired under this Resolution shall be reviewed by the City Manager at the end of six (6) months employment and, if appropriate, may be given a merit increase at that time.

#### **Article C: COMPENSATION**

Executive positions shall be compensated on an annual, salaried rate basis and shall not be entitled to night differential pay, overtime pay and worked holiday pay. The pay of Executive employees is not subject to deductions for absences of less than one work day.

#### **Article D: EMPLOYEE LONGEVITY**

Employees covered by this Resolution are entitled to Longevity Pay in the amount of five thousand dollars (\$5,000.00) net, each year, to be paid no later than the Wednesday prior to Thanksgiving.

Employees terminating during the year prior to the payout date will receive a full longevity payout.

**Article E: CLOTHING AND PERSONAL ITEM ALLOWANCE**

1. Uniform Allowance: The Police Chief and Fire Chief are required to maintain uniforms and shall be paid a uniform allowance in the amount of twenty dollars (\$20.00) per week.
2. 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 dollars (\$75.00) for each watch, which is lost, damaged or destroyed while performing job related duties, as certified by the Department Head and approved by the City Manager. If an employee has a City issued cellular phone, the reimbursement for cellular phone will not apply.

**SECTION 3: BENEFITS**

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

1. Eligibility: All employees are eligible for group health insurance (medical, dental, vision, pharmacy, life) and long-term disability insurance, and may on the first of the month following employment, be eligible to enroll in the City's group health insurance plan and long-term disability insurance, provided however, such employee is not excluded from enrollment by conditions of the Group Health Plan Document.
2. City/Employee Share of Premium:
  - a. The City shall pay the entire premium for group health and life insurance for each employee and for the employee's eligible dependents for employees hired on or before June 30, 2006.
  - b. For employees hired on or after July 1, 2006 the City shall pay the entire premium for group health and life insurance for each employee and seventy five percent (75%) of the actuarially determined premium for the employee's eligible dependents enrolled in the City's plan and employees shall pay twenty five percent (25%) of the monthly insurance premium for their eligible dependents.
  - c. The City shall pay one hundred percent (100%) of the total premium for the basic long-term disability plan offered by the City. Additional premium for any "buy-up" to the plan is the employee's responsibility.
3. Status While on Leave of Absence: An employee on unpaid Leave of Absence from the City may continue to carry the City group health and life insurance and long-term disability policy by making the full premium payment in accordance with applicable federal regulations.
4. Long-Term Disability Insurance Upon Separation from City Service: Employees who separate from City service may be eligible to convert the long-term disability coverage through the insurance company. The individual is responsible for one hundred percent (100%) of the premium cost and shall pay the premium directly to the insurance company.
5. Group Health Insurance Committee: The purpose of this Committee is to discuss cost containment measures and to recommend to the City Council any benefit changes to the City's self-insured group health and life insurance plan.

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

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

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

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

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

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

The voting member of each recognized bargaining unit shall have the authority to bind said bargaining unit to any modification in benefits recommended to the City Council subject to ratification of at least two (2) of the voting members (OE3, SPPA, IAFF).

Any two (2) of the listed three (3) bargaining units can bind the remaining bargaining units to changes to the City's self-insured group health and life insurance plans.

Any modification in benefits agreed to by the City Council on recommendation of the committee shall be binding upon each represented and non-represented group.

#### **Article B: GROUP HEALTH INSURANCE UPON RETIREMENT**

1. **Eligibility:** Upon termination or retirement, an employee may choose to elect conversion of accumulated sick leave, or cash out accumulated sick leave, provided minimum years of service are met.
2. **Conversion of Accumulated Sick Leave:** Employees separating from the City of Sparks may elect to convert a percentage of the employee's accumulated Sick Leave to an unfunded City account for the purpose of paying for future coverage under the City's then existing group health insurance plan on a monthly basis in accordance with the following table:

<b>Years of Service</b>	<b>Percentage of Sick Hours Converted</b>
10	65%
11	75%
12	85%
13	90%
14	95%
15	100% (no max)

The account is assigned a present value as of the date of retirement equal to the number of hours of accumulated Sick Leave times the employee's base hourly rate times the conversion percentage at the time of retirement. The City will account for a retiree's accumulated Sick Leave, and debit said account on a dollar-for-dollar basis.

The City will pay the retiree's group health insurance 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 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 the 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 insurance 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 their sick leave conversion balance.

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

Years of Service	Cash-Out Percentage
10	50%
15	60%
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more	100%

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

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

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

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

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

### **Article C: RETIREMENT**

The retirement rights of the employees are as provided by NRS. The City will pay 100% of the employee's retirement contribution to the Public Employee 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 a 'C' or better or a certificate of completion for pass/fail courses, the City shall pay one hundred percent (100%) of tuition, lab fees, required textbooks and ancillary written course materials, not to exceed one thousand five hundred dollars (\$1,500.00) per fiscal year for job related courses which are approved in writing in advance by the Human Resources Manager.

### **Article E: DEFERRED COMPENSATION CONTRIBUTION**

For employees covered under this Resolution, the City will match dollar for dollar the employee contribution to a deferred compensation program up to fifty percent (50%) of the maximum as limited by Federal regulations. The City contribution, which will not exceed the current Federal limit, will be made only to the deferred compensation programs offered by the City.

### **Article F: EXECUTIVE PHYSICAL EXAMINATION**

Employee's covered by this Resolution may choose the physician who is to perform the physical examination or, at the employee's option, the employee may choose the Executive Physical Program offered by a provider contracted by the City.

- a. Examination: The physical examination shall consist of all those essential elements to determine the physical fitness of the individual, as determined by the provider.
- b. Cost: The cost of such medical examinations shall be paid by the City up to the cost of the Executive Physical Program offered by the City provider. The employee selecting the option of a private physician to perform the medical examination shall be responsible for any costs above the amount paid by City under the Executive Physical Program

### **Article G: USE OF CITY VEHICLE**

Employees covered by this resolution are expected to use their personal vehicle for routine city business and shall not use city vehicles unless prior authorization is received from the City Manager.



**SECTION 4: LEAVE BENEFITS**

**Article A: HOLIDAYS**

1. The following holidays are established as legal holidays:

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

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

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

**Article B: ANNUAL LEAVE**

1. **Eligibility:** For the purpose of determining eligibility for Annual Leave allowance, the term "continuous service" shall be that service commencing with appointment to a position and continuing until termination.

For the purpose of determining Annual Leave earned, the term "actual service" shall mean the number of days actually worked on the job; provided, however, that absence from work due to Sick Leave with pay, Annual Leave with pay, Voluntary Unpaid Leave as specified in Section 4, Article H, or injury or illness incurred in the City service shall be deemed actual service.

2. **Accrual of Annual Leave:**

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

No maximum is established, however employees in this category are expected to take a least three (3) weeks of annual leave per fiscal year and may be directed by the City Manager to utilize such annual leave as deemed necessary.

3. Authorizations: All Annual Leave shall be taken at such times of the year as may be approved by the City Manager as appropriate.
4. Annual Leave Policy: It is hereby declared to be the policy of the City that employees take their normal Annual Leave each year; provided, however, that for reasons deemed sufficient by the City Manager, an employee may 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 annual leave requests longer than three (3) consecutive weeks.
5. Resignation and/or Retirement: A person about to resign or retire under the provisions of PERS 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 position. Such Annual Leave must be taken prior to the effective date of any such resignation or retirement. In lieu of such Annual Leave, an employee may be granted a lump sum payment for Annual Leave time accrued to the employee's credit. All other employees will be granted a lump sum payment for Annual Leave time accrued to employee's credit.
6. Death of Employee: Upon the death of a person presently on the employment records of the City, a lump sum payment for Annual Leave time accrued to the employee's credit will be made to the employee's beneficiaries or estate. The City Manager shall instruct the Financial Services Director on the disposition of such cases.
7. Minimum Annual Leave To be Taken: The minimum Annual Leave time which may be taken at any one time by any employee shall be one (1) day.
8. Annual Leave on a Holiday: An employee covered by this Resolution who is on Annual Leave on a holiday shall not be charged Annual Leave for that holiday.
9. 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 the cash out to utilize this benefit.

**Article C: SICK LEAVE**

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

For the purpose of determining Sick Leave earned, the term "actual service" shall mean the number of days actually worked on the job; provided however, that absence from work due to Sick Leave with pay, Annual Leave with pay, Voluntary Unpaid Leave as specified in Section 4, Article H, injury or illness incurred in the City service, unpaid furlough day, and absence on temporary military duty shall be deemed actual service.

2. Accrual of Sick Leave:
  - a. Employees covered by this Resolution shall earn Sick Leave credits at the rate of five (5) hours per bi-weekly period or major fraction thereof, computed based on calendar days of actual service.
  - b. 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.
  - c. 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 in the case of a bona fide illness of an employee or a member of the employee's immediate family, defined as spouse or the employee's children or parents. Sick Leave may also be used for bereavement leave in the event of death of a relative to the third degree of consanguinity and affinity or domestic partner. See Appendix B.

Sick Leave used for bereavement leave shall be limited to forty (40) hours per incident, except as approved in advance by the City Manager.

4. Certificate of Illness: Evidence in the form of a physician's certificate 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 City Manager 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 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 City Manager.
6. Advancing Sick Leave: Upon application to the City Manager, an employee may be advanced Sick Leave not to exceed sixty (60) working days and will be subject to the following:
  - a. Request for advancement of Sick Leave will be supported by a medical certificate.
  - b. All available accumulated Sick Leave will be exhausted before advancement.
  - c. All available accumulated Annual Leave will be exhausted before advancement.
  - d. All available Personal Leave Days will be exhausted before advancement.
  - e. There is reasonable assurance that the employee will return to duty to earn and repay the advance credits.
  - f. If the employee terminates prior to restoring advance sick leave any amounts owing will be deducted from the employee's final paycheck.

The City Manager will be the final approving authority on Advancement of Sick Leave requests.

7. Recovery for Damages: If an employee recovers damages for time lost, the employee shall not receive Sick Leave pay under this Article for the same time; or having received sick leave prior to the recovery of damages, the employee shall repay the City for any amount paid therefore under this Article.
8. Minimum Sick Leave to be Taken: The minimum Sick Leave time which may be taken at any one time shall be one (1) day.
9. Payment for Accumulated Sick Leave:
  - a. In the event of a job-related death or total permanent disability, the City shall pay one hundred percent (100%) of the accumulated sick leave.
  - b. Employees in good standing with a balance of more than four hundred (400) hours of sick leave may cash in a portion of the balance over four hundred (400) hours each year and shall be credited with twenty percent (20%) of the cashed in balance.

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 shall be eighty (80) hours (400 hours x .2 = 80 hours), which requires a minimum of eight hundred (800) hours on the books prior to the cash in.

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

Employees may elect to retain more than four hundred (400) hours before cashing in hours, or 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.

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

#### **Article D: 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.

#### **Article E: COURT LEAVE**

Any employee appearing in any court or before the grand jury as a party to an action arising out of city employment or as a witness to either a civil or criminal case for the purpose of giving testimony as to facts or knowledge received in the course of city employment, shall receive full compensation as though actually on the job during such time.

The employee shall claim any jury, witness or other fee to which the employee may be entitled by reason of such appearance and forthwith pay the same over to the City to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowance.

If the employee is on duty and witnesses an event not related to the performance of their duty, but as a bystander witness, they will not be compensated for the court appearance. Additionally, the employee will not be paid Court Leave pay for any court appearance as a witness against the City.

**Article F: MILITARY LEAVE**

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

Any employee on authorized military leave is obligated to furnish a statement of gross base military pay for the number of regular work days for which the employee took military leave. Such statement shall be furnished upon the employee's return from military leave to the Financial Services Department.

**Article G: LEAVE OF ABSENCE**

An employee 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.

Appointed employees may be granted a Leave of Absence as authorized by the City Manager, not to exceed one (1) year. Any employee on such leave shall receive no compensation from the City during the period of absence. The leave of absence shall be deemed to be of benefit to the City as well as the employee.

An employee must complete five (5) years of service to be eligible for a Leave of Absence.

**Article H: VOLUNTARY TIME OFF**

In special circumstances, and with City Manager 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 4, Article G.

**Article I: PERSONAL LEAVE**

Employees covered by this Resolution shall be entitled to five (5) days of Personal Leave each fiscal year. Any leave balance remaining as of June 30 shall be forfeited.

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

AYES: Abbott, Smith, Bybee, Dahir

NAYS: None

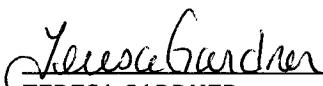

ABSENT: Lawson

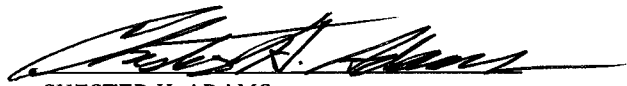
**APPROVED** this 10 day of Sept., 2018, by:

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

<b>Date Effective:</b>	<b>7/9/2018</b>
<b>Position</b>	<b>Annual Maximum*</b>
Assistant City Manager	\$202,358
Administrative Services Director	\$167,048
Community Services Director	\$184,714
Financial Services Director	\$167,048
Fire Chief	\$184,714
Parks & Recreation Director	\$167,048
Police Chief	\$184,714

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

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

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

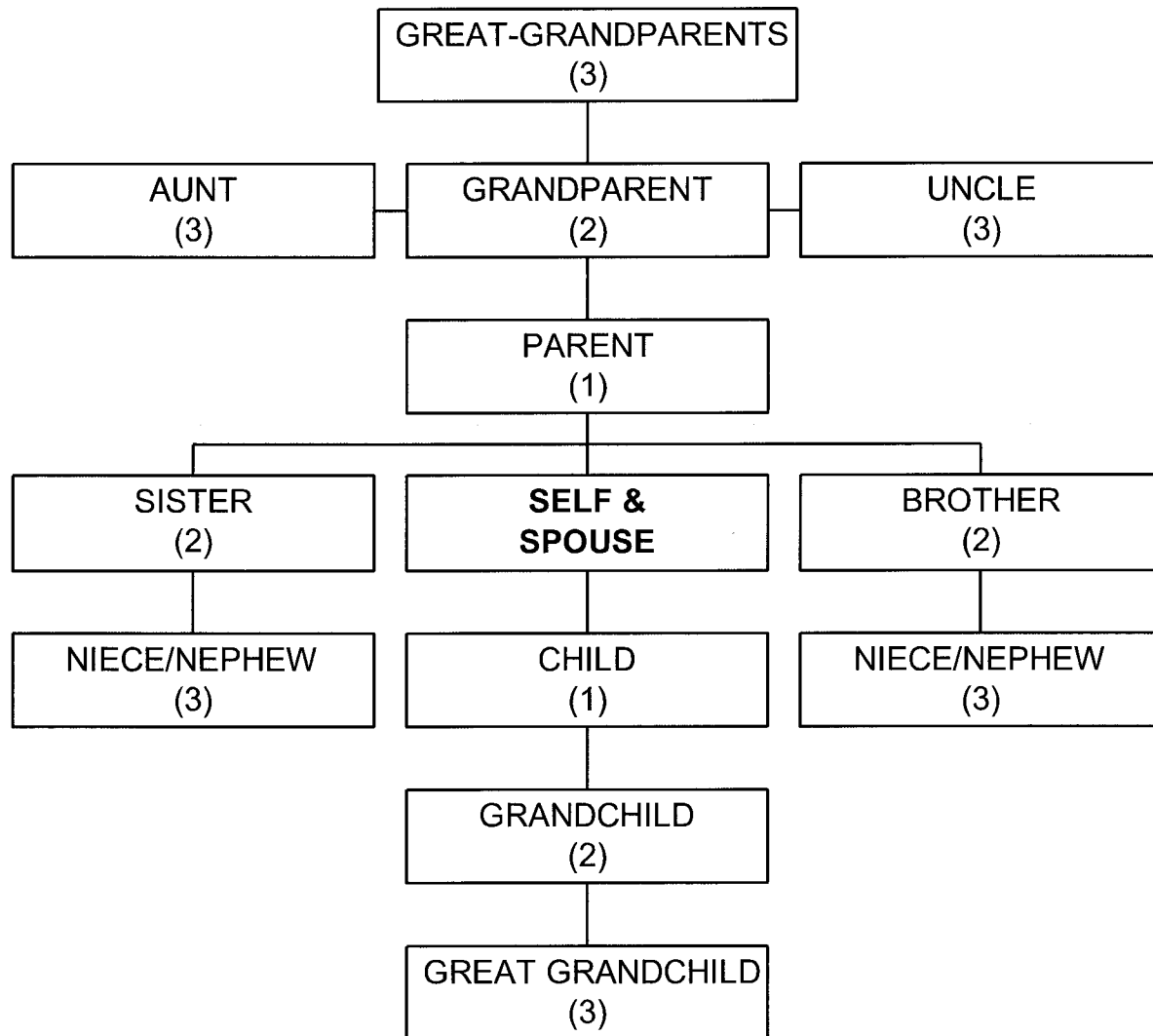
Position	Date Effective:	10/1/2018		
		Level	Annual Min*	Annual Max*
Assistant City Manager		24	\$146,327	\$219,490
Community Services Director		22	\$125,458	\$188,187
Financial Services Director		20	\$105,576	\$158,363
Fire Chief		22	\$125,458	\$188,187
Parks & Recreation Director		18	\$85,693	\$128,539
Police Chief		22	\$125,458	\$188,187

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

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



## DEGREES OF CONSANGUINITY AND AFFINITY



Note – spouse includes domestic partner