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AGREEMENT

between

CITY OF SPARKS

and

OPERATING ENGINEERS LOCAL UNION NO. 3 SUPERVISORS

July 1, 2015 to June 30, 2017

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SECTION 1: ADMINISTRATION

Article A: PREAMBLE

This Agreement is entered into between the City of Sparks, Nevada, hereinafter referred to as the "City," and the Operating Engineers Local Union No. 3 Supervisors hereinafter referred to as the "Union." Supervisory members of the Union employed by the City and indicated by position in Appendix A are covered by this Agreement and will hereinafter be referred to as "Employees."

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise.

It is recognized by both the City and the Union and its member Employees that the City is engaged in rendering public services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services.

All Employees shall perform loyal and efficient work and services; shall use their influence and best efforts to protect the properties of the City and its service to the public at all times.

The full Agreement between the parties, other than those portions of public employment Agreements that are expressly provided for, or excluded from, by State Statutes, is set forth herein.

Article B: ADOPTION OF AGREEMENT

This Agreement will be deemed adopted and binding terminating negotiations during its term, upon approval and subscription of the Union and the City.

By adopting this Agreement, the Union agrees that they will not seek any additional wage demands during the duration of this Agreement, but are entitled to entertain negotiations seeking to amend this Agreement concerning non-wage benefits.

Copies of this agreement are available on the City intranet website.

Article C: AMENDING PROCEDURE

If either the Union or the City desires to modify or change this Agreement during its term, it shall serve written notice on the other party setting forth the nature of the modification or changes.

Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of the proposal.

Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become part of this Agreement effective on the agreed date.

Article D: DURATION OF AGREEMENT

This agreement shall take effect July 1, 2015 and shall continue in force until June 30, 2017.

Article E: RECOGNITION AND APPLICATION

The terms and conditions of this Agreement shall apply to those Employees described in Appendix A regardless of membership in the Union. The City recognizes the Union as the exclusive negotiating agent for purposes of establishing salaries, wages, hours and other conditions of employment for those Employees.

Confidential Employees as defined by NRS 288.170(6) are excluded from the bargaining unit but are entitled to participate in any plan to provide benefits for a group that is administered by the bargaining unit of which they would otherwise be a member pursuant to NRS 288.170(5).

Article F: STRIKES AND LOCKOUTS

1. Strikes: The Union will not promote, sponsor or engage in, against the City, any strike, slow down, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of the City, regardless of the reason for so doing, and will use its best efforts to induce all Employees covered by this Agreement to comply with this pledge.

2. Lockout: The City will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

Article G: RIGHTS OF MANAGEMENT AND DEFINITION OF DEPARTMENT HEAD

The City is entitled, without negotiation or reference to any Agreement resulting from negotiation:

1. To direct its Employees

2. To hire, promote, classify, transfer (except as a form of discipline), assign, retain, suspend, demote, discharge, or take disciplinary action against any Employee

3. To relieve or lay off any Employee from full duty because of lack of work or funds, reorganization, or for any other legitimate reason

4. To maintain efficiency of its government functions

5. To determine methods, means, and personnel by which its operations are to be conducted

6. To take whatever action may be necessary to carry out its responsibilities in situations of emergency

7. To have and use any of the additional rights reserved to the City as a local government employer by NRS 288.150 or as determined by the Local Government Employee Management Relations Board, Nevada Courts or by other applicable Nevada Revised Statutes.

As used in this Agreement, Department Head shall mean the Head of the Department in which the particular Employee is employed.

Article H: NON-DISCRIMINATION

1. City Non-Discrimination: The City will not interfere with, or discriminate in respect to any term or condition of employment against, any Employee because of membership in the Union, or because of any legitimate activity pursuant to this Agreement by the individual Employee or the Union on behalf of its members, nor will the City encourage membership in any other Employee employment bargaining organization.

2. Union Non-Discrimination: The Union recognizes its responsibilities as the exclusive negotiating agent and agrees to represent all Employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

The non-discrimination provisions of this Agreement shall be applied equally to all Employees in the negotiating unit without discrimination, as to political affiliation or any applicable Nevada or federal law. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Article I: UNION DUES AND DEDUCTIONS

1. The Employees may authorize payroll deductions for the purpose of paying Union dues.

2. Upon the execution of the proper payroll document and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an Employee, on a biweekly or monthly basis, such sum as the Employee may specify.

3. Payroll will not deduct assessments or fines.

4. Each Employee shall have the right to terminate such payroll deductions at the end of any payroll period upon the timely execution of the proper payroll document.

5. The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Section. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

6. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

   In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

Article J: JOB STEWARDS AND UNION BUSINESS

The Union may select one Employee for each location where Employees covered by this Agreement normally work. All members of the Union members and/or negotiation committee will be required to use leave time or unpaid status for all union business. This will include but not be limited to the board meetings, general meetings, or training.

Employees and Union representatives will obtain Department Head or regular designee approval for all absences from duty assignments to conduct union activities, which approval shall not be unreasonably withheld. This language is to memorialize and not alter the past practice of the parties. All members of the Union will be required to use leave time or unpaid status for all union business.

Article K: GRIEVANCE PROCEDURE

1. Purpose: It is a mutual obligation on the part of administrative, supervisory and non-supervisory Employees of the City to provide efficient and continuous service to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly method for processing grievances in the interest of obtaining a fair and equitable solution. The purpose of the

following grievance procedure shall be to settle as quickly as possible disputes concerning the interpretation and application of this Agreement.

A grievance is defined as a complaint of an Employee or the Union on behalf of an Employee(s) for violations of this Agreement. An aggrieved Employee shall have the opportunity to file a grievance through the procedure outlined in Section1, Article K, of the contract or through the procedure outlined in the Sparks Civil Service Commission Rules and Regulations.

The aggrieved Employee may choose either procedure for each incident, but may not use both procedures for the same grievance.

2. Working Days: For purposes of this grievance procedure, "working days" shall be defined as a normal Monday-Friday except legal holidays specified in this Agreement. Both parties may mutually agree to extend the time at all stages of the grievance proceeding.

3. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved Employee shall have the assurance that filing of a grievance will not result in reprisal of any nature.

4. Representation: The aggrieved Employee shall have the right to be represented or accompanied by a Representative of the Employee's choice at all stages of the grievance procedure.

5. The processing of a grievance shall be considered as City business and the Employee and Representative shall have reasonable time and facilities allocated. The use of City time for this purpose shall not be excessive nor shall this privilege be abused.

6. Failure of the aggrieved Employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. City staff involved shall abide by prescribed time limits. 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.

7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.

8. When two (2) or more Employees experience a common grievance, they may initiate a single grievance proceeding.

9. Informal Procedure: When an Employee becomes aware that dissatisfaction exists with said Employee's work or work situation, the Employee is encouraged to discuss the matter informally with the Immediate Supervisor. Initial discussion should be sought by the Employee not later than ten (10) working days after the alleged grievance.

The following provisions relating to formal procedure do not restrict the Employee and Supervisor from seeking advice and counsel from Human Resources or the Department Head when:

a. Mutually consented to by Employee and Supervisor.
b. It appears that settlement can be reached at this informal level.

10. Formal Procedure: The aggrieved Employee shall file the grievance in writing with the Department Head within fifteen (15) working days from its occurrence or completion of the Informal Procedure. The written grievance shall clearly specify the alleged contract violation, supporting facts, and requested remedy. The Department Head has fifteen (15) working days after the grievance is received to respond in writing to the grievance. During this time, the Department Head will examine all relevant evidence and consult with the aggrieved Employee. The Department Head may investigate the grievance or delegate the investigation of the grievance with a report back to the Department Head to allow a timely response to the grievance.

    If the grievant is not satisfied with the resolution of the grievance by the Department Head, the grievant may appeal the grievance in writing to the City Manager within ten (10) working days following receipt of the Department Head's reply. The City Manager thereafter has fifteen (15) working days to respond in writing to the grievance. During this time, the City Manager will examine all relevant evidence and consult with the aggrieved Employee.

11. Arbitration: If the written decision of the City Manager is unsatisfactory to the Employee, the Employee may request that the grievance be presented to an Arbitrator for review. The request must be received within ten (10) working days following receipt of the City Manager's written reply.

    The Arbitrator will be selected from a list of seven (7) names supplied by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The parties shall select the Arbitrator by alternately striking names until one name remains. The aggrieved Employee or Representative shall strike the first name.

    The Arbitrator shall set a hearing, at which time both parties shall be given a full and fair opportunity to present their side of the dispute.

    The costs of the Arbitrator shall be split equally by the parties. If no transcript is ordered by the Arbitrator, the party requesting the transcript is responsible for the costs of the transcript and for providing copies to the arbitrator and the opposing party prior to the submission of any post hearing briefs.

    Arbitration shall be limited to those items enumerated in the definition of grievance (Section 1, Article K) and the Arbitrator shall have no authority to alter, amend, add to or subtract in any way the terms and conditions of this Agreement. The Arbitrator shall confine the decision to a determination of the facts and an interpretation and application of this Agreement. The decision of the arbitrator shall be final and binding except as provided by law.

Article L: SAFETY GRIEVANCE PROCEDURE

1. Step 1: An Employee shall immediately bring the matter to the attention of their 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. Step 2: The Supervisor will respond within twenty-four (24) hours of the time the written grievance is filed.

3. Step 3: If the written response of the Supervisor is unsatisfactory, the Employee may present the grievance to the Department Head within twenty-four (24) hours. The Department Head will review the alleged unsafe

condition and will make the final decision on the grievance within twenty-four (24) hours of receiving the grievance. Copies of the safety grievance and the responses at all levels will be provided to the appropriate Safety Committee.

Article M: HOURS OF WORK

1. Work Week: The normal work week of Employees covered by this Agreement shall consist of forty (40) hours. 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 (FLSA). The scheduling of work shifts and work weeks shall be directed by the Department Head, as provided by NRS 288.

   Unworked holidays listed in Section 4 Article A, annual leave, administrative leave with pay and compensatory time off pursuant to Section 4, Article J would be counted as hours actually worked for purposes of computing FLSA and contractual 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 Agreement shall be permitted one (1) 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 without the approval of the Department Head. Employees shall be permitted an additional fifteen (15) minute break for each additional four (4) hour period in addition to any regular shift.

4. 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.

5. Meal Periods: Employees will have one of two meal period assignments, as determined by the Supervisor: A 'straight shift' where employees do not take a lunch period; or, a lunch period of up to one (1) hour unpaid.

   Operations employees of TMWRF will be paid for a half hour lunch period.

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 N: LAY-OFF PROCEDURE

When 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 Rules and Regulations layoff procedure. Any future amendments to the Civil Service Commission procedures will be automatically incorporated into this Agreement.

Article O: SAVINGS CLAUSE

This Agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations during the term of this Agreement, except as provided in Section 1, Article O. The City Manager agrees to meet with the Employees of this bargaining unit quarterly to discuss items of Employee interest. If either party wishes to meet and discuss this Agreement or to meet and negotiate wages, hours and other terms and conditions of employment, the other party will not refuse.

Should any provisions of this Agreement be found to be in contravention of any Federal or State law, the Sparks City Charter or the Sparks Civil Service Commission Rules and Regulations, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in force and effect until otherwise canceled or amended. The parties agree to open negotiations on any such item declared null and void.

SECTION 2: PAY

Article A: PAY RATES

1. The pay rates set forth in Appendix A are base pay rates for full-time service in the classified positions. No Employee shall be paid at a rate above the maximum or below the minimum in the range to which the classified position is assigned.

    a. Effective the first full pay period following July 1, 2015, base pay rates and individual employee pay rates will be increased three percent (3.0%) over the base rates in effect prior to this agreement.

    b. Effective the first full pay period following July 1, 2016, base pay rates and individual employee pay rates will be increased three percent (3.0%) above base pay rates in effect June 30, 2016.

Article B: PAY APPLICATION

1. 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 Finance Department.

2. Initial Appointment: Upon entering the classified service, an Employee shall receive compensation at the minimum of the salary range of the classified 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 Head with the approval of the Human Resources Manager may authorize hiring at a rate above the minimum for the classified position for which the Employee is being hired, but in all cases, the rate is not to exceed the maximum for the job classification.

3. Initial Probationary Period: At the completion of a six (6) month probationary period, an Employee whose service has been certified as satisfactory by the Department Head and City Manager, and approved by Civil Service, shall be deemed a classified Employee. The Employee shall thereupon be eligible for a merit salary increase. The Department Head may extend the probationary period, up to but not longer than one (1) year, of any new Employee with a questionable job performance record. An Employee shall not receive any pay increase while in probationary status, other than position pay rate adjustments authorized by City Council.

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

6. Series Classification Increase: Upon movement from a Level I to a Level II within a 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.

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

8. Demotions: When an Employee is demoted, the pay step shall be the same percentage from top of the range within the range of the classified position in which the Employee was demoted.

9. Reduction Within a Position: The Department Head, 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 classified position upon failure of the Employee to maintain a standard of work set forth in the job specification. The Employee may again be raised by the Department Head, with the approval of the City Manager, to a salary not to exceed that from which the Employee was reduced.

10. Transfers: When an Employee is transferred to a position in the same salary range, the Employee shall receive such salary as recommended by the Department Head, as approved by the City Manager, provided that the Employee's salary will not be reduced.

11. Reclassification of Position : When a position is reclassified with a significant change in the job duties and is assigned a higher pay range, the Employee 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, which is considered a promotion, 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 in that classified position shall be placed in the new pay range at the same step within the range.

12. Merit Increases: Each Employee who has attained classified status, who has not reached the maximum in the Employee's pay range, shall be eligible for a merit pay increase, contingent upon the Employee's level of job performance, on the anniversary date for that position. Any Employee who may otherwise be eligible for a merit increase, but who was denied such an increase on the anniversary date, may be eligible for review at the discretion of the Department Head at any subsequent time during the next twelve (12) months.

Article C: OVERTIME

1. Overtime: Approved hours in excess of an Employee's basic work week are overtime. If an Employee is working a four day, ten hour (4/10) work week, the Employee will be paid overtime for any work in excess of ten (10) hours in a work day.

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 Overtime: Callback Overtime shall be paid on a time and one-half (1½) basis. Callback Overtime, including the two (2) hour minimum, shall if:

    a. The Employee is officially ordered to return to work on a day when no work was scheduled;
    b. 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,
    c. The Employee is officially ordered to return to work more than thirty (30) minutes after employee's regularly scheduled work.

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

4. Extension of the Workday Overtime: Extensions of the Workday shall be paid at time and one-half (1½) and will apply if the 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 workday overtime is not subject to the two (2) hour minimum and shall be computed based on actual time worked.

5. Scheduled Overtime: Scheduled Overtime is defined as work outside of and in addition to an Employee's regularly scheduled shift scheduled more than twelve (12) hours before the start of scheduled work. Such work is not subject to the two (2) hour minimum.

6. Every attempt to not change an Employee's work schedule during the work week, 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 work week 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.

7. Overtime Assignment: Overtime shall be assigned on a rotation basis within a division, starting with the most senior Employee in the unit, except as provided below. Emergency Communications Supervisors Overtime:

   When an Employee(s) calls in sick for their shift, overtime shall be offered as follows:

   - 1st Employee(s) on shift from Communication Supervisors
   - 2nd Employee(s) on shift from Communication Dispatchers
   - 3rd Employee(s) on-coming shift from Communication Supervisors
   - 4th Employee(s) on-coming shift from Communication Dispatchers
   - 5th Employee(s) off shift from Communication Supervisors
   - 6th Employee(s) off shift from Communication Dispatchers
   - 7th Employee with the lowest seniority from Communication Supervisors

   All sign-up overtime, including special events. Will be offered by seniority. There is a three (3) day limit to 'bump' a lower seniority employee from the sign-up.

8. 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 their respective Department Head or designee and shall be subject to the needs of the Department as determined by the Department Head or designee.

9. 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 said Employee for one (1) meal with a one hundred percent (100%) value up to fifteen dollars ($15.00).

Article D: BILINGUAL PAY

1. 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 City Manager. Interpreter pay will be effective with the first full pay period after qualification or hire.

2. Bilingual Status: 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 the Human Resources Manager. Bilingual Status 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.

   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.

   Effective upon ratification and approval, the City agrees to pay at a higher range any Employee of the same classification that is temporarily assigned as a lead Employee supervising one (1) or more Employees for four (4) or more hours in any one (1) day.

2. Long-Term Acting Temporary Assignment: If an Employee is assigned to an acting position for thirty (30) consecutive days, beginning with the thirty-first (31st) 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.

Article F: NIGHT DIFFERENTIAL PAY

All work ordered by the Department Head designated as either "swing" or "graveyard" shall be considered night work. Payment for such night work, in addition to regular compensation or overtime, shall be at the rate of seven percent (7%) of base pay. Any work assigned as "day" shift, even though it may overlap on "swing" and "graveyard" shifts, shall not be considered for night differential pay. Any overtime which falls into "swing" or "graveyard" shall be compensated at the night differential rate.

Article G: STAND-BY DUTY

Stand-by Duty is a period of time during which the assigned Employee is to be responsible for responding to any emergency or other necessary duty call without delay during non-duty hours. An Employee deemed to be on stand-by duty must, to accrue stand-by pay, adhere to the following:

a. At all times inform the Department Head or designee of whereabouts and how and when the employee can be reached.
b. Be available for service within forty-five (45) minutes of the time called to duty.

Article H: EMPLOYEE LONGEVITY PAY

1. Eligibility: All Employees who have completed five (5) full years of service with the City, with each year being computed on the 16th day of November, shall be entitled to longevity pay in addition to regular pay and benefits.

2. Amount of Longevity Pay: The annual 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%).

   The actual calculation is as follows:

$$\frac{\text{Base Salary x Number of Months Employed x 0.5\%}}{12}$$

3. Maximum: The maximum longevity payout will be three thousand dollars ($3,000.00).

4. Computation and Payment of Longevity Pay: Longevity pay shall be computed from the longevity date through November 16th of the year being paid. For the 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.

5. Payment of Longevity Pay: Longevity pay for all eligible Employees shall be paid no later than the Wednesday prior to Thanksgiving.

6. Creditable Service for Longevity Computation: All periods of classified full-time employment with the City shall be considered as creditable service for the purpose of computing longevity eligibility service. Any Employee whose anniversary date falls between November 16th and November 30th shall be given service credit to November 30th for the first year of this calculation period.

   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 period 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.

7. Non-Creditable Service For Longevity Computation: Any period that an Employee is on unauthorized leave of absence will be deducted from the creditable service time for Longevity Pay.

   Period or periods of service in the active military service of the United States Armed Forces in which the Employee enlisted voluntarily for active service, other than periods of wartime or national emergency will be deducted from the creditable service time for Longevity Pay.

8. Payment Of Longevity Pay Upon Termination: An eligible Employee shall be paid Longevity Pay upon termination of employment with the City, provided the Employee leaves under honorable conditions.

   Payment will be made for each complete month of employment as follows:

$$\frac{\text{Number of Full Months Worked since November 16}}{12}$$

   times the appropriate percentage of base salary as described in Section 2, Article H.

9. Death Of Employee: Upon the death of an Employee, presently on the employment records of the City, payment of the longevity pay shall be paid to the Employee's beneficiaries or estate.

Article I: SAFETY APPAREL, UNIFORM AND PERSONAL ITEM ALLOWANCE

1. Safety Apparel:

   a. Boots - The City agrees to pay three hundred dollars ($300.00) annually toward the purchase of steel-toed safety boots worn by Public Works Division. Employees will receive the boot pay upon hire. Employees receiving a protective safety footwear allowance are required to wear the proper protective footwear provided by this benefit while performing their respective work duties.

   b. Safety Shirts – The City will provide OSHA approved safety shirts and cleaning to all such Employees who desire them who work on or about the City streets.

2. Uniform Allowance: All civilian Employees of the Police Department who are required to wear uniforms shall receive uniform considerations and an allowance comparable to those provided sworn officers in the Police Department. The uniform allowance shall be payable with the Employee's regular pay. There shall be no pro-rating of uniform allowance.

3. Personal Items: Upon ratification, the City agrees to reimburse Employees for actual cost of prescription lenses plus up to a maximum of one hundred fifty dollars ($150.00) for each incident for each pair of eyeglass frames, and seventy five dollars ($75.00) for each watch which is lost, damaged, or destroyed while performing job-related duties, as approved by the Department Head.

Article J: TOOL ALLOWANCE

The Crew Supervisor in the Equipment Services Division shall be eligible to receive a maximum reimbursement of three hundred dollars ($300.00) each quarter for tools purchased, provided receipts for actual purchases are submitted.

Article K: SPECIAL LICENSES

The implementation of the Class A and B license requirements for City Employees in the classification system as of April 1, 1992, will not result in job discrimination; i.e., loss of promotional or transfer opportunities, etc., or adverse action if the incumbent is unable to maintain a Class A or B license.

All costs including physical examinations, tests, and fees associated with maintaining the Class A or B license will be paid by the City.

SECTION 3: BENEFITS

Article A: GROUP HEALTH AND LIFE INSURANCE

1. Eligibility: All employees are eligible to enroll in group health insurance (medical, dental, vision, life), on the first of the of month following employment, provided, however, such employee is not excluded from enrollment by conditions of the City's Group Health Insurance Plan Document.

2. Group Health Insurance Premiums:

   a. The City will pay one hundred percent (100%) of the health care premiums for employees and their dependents for employees hired on or before June 30, 2006. For employees hired on or after July 1, 2006, the City will pay one hundred percent (100%) of the employee's health care premiums and seventy five percent (75%) of the employee's dependents health care premium and the employee will pay twenty five percent (25%) of the health care premiums for their dependents.

b. 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 Paragraph 3 of this Article.

c. An Employee on leave without pay over thirty (30) days may continue the 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 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 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 shall be eligible for this benefit. 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.

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 to an unfunded City account for the purpose of paying for medical 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%

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.

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	Sick Leave Cash-Out Percentage
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 themself 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 100% of the Employee's 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) per fiscal year for job related courses which are approved in writing in advance by the Department Head and Human Resources Manager.

Article E: MATCHING DEFERRED COMPENSATION

Each employee that is an active participant and contributes a minimum of twenty five dollars ($25.00) per pay period to a City approved Deferred Compensation program, will have their contributions matched by the City, not to exceed twenty five ($25.00) dollars per pay period, capped at the Internal Revenue Service (IRS) amount. If an employee does not have a City authorized Deferred Compensation account the City will not be required to provide any matching monies.

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

In addition to those listed above, any other day that may declared a holiday by the Mayor of 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.

If the holiday falls on a scheduled workday and the employee takes the day off, the employee will be compensated at straight time (paid holiday) for their normal scheduled hours. The normal scheduled work hours is determined by the shift at the beginning of the pay period. This time counts toward the overtime calculation for the FLSA period.

2. Holiday Eligibility: In order to be eligible for holiday pay, an Employee must be on the active payroll of the City and must have worked a full regularly scheduled work days before and after the holiday, unless excused by the City. Those Employees on leave without pay are ineligible for holiday pay benefits.

3. Sick or Annual on Holiday: 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, or is on annual leave, shall not 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.

4. Leave without Pay on 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.

5. Holiday on Day Off: Holidays occurring during an Employee's annual leave period shall not be counted as annual leave; however, the Employee shall be compensated at straight time. Where one of the authorized holidays falls on the first day of a covered Employee's scheduled days off, the preceding day shall be observed as a holiday, and where one of these holidays falls on the second or succeeding days of consecutive scheduled days off, the next succeeding work day shall be observed as a holiday. See Appendix C.

   If an employee is on a flexible work schedule, with prior notice the Supervisor may change the employees work schedule to accommodate business needs the week of the holiday.

   If on approval of supervisor and employee, the Wednesday before Thanksgiving may be utilized as the recognized day off for the Thanksgiving Holiday or Family Day Holiday.

6. Worked Holiday: If an Employee is required to work on a day observed as a holiday, the Employee shall be compensated at two and one-half (2½) times their regular hourly rate for the actual hours worked, in cash or compensatory time off subject to Section 2, Article C.

   Holiday hours will be associated with the day the shift begins. For example, if an employee comes to work at 10:00 p.m. on January 1st and works until 8:00 a.m. on January 2nd, that employee would receive the holiday premium for ten (10) hours worked.

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 with the City 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.

   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.

3. Qualifying Period for Annual Leave: An Employee is not entitled to take annual leave until attaining classified status.

4. Annual Leave Benefits: Effective upon ratification, a regular, full-time Employee will be granted annual leave benefits as follows:

Years of Continuous Service	Accrual Rate per Biweekly Pay Period
Less than 5 years	4.6 hours
5 years of more	6.5 hours
10 years or more	7.1 hours
15 years or more	7.9 hours
20 years or more	8.4 hours

The maximum hours to be accumulated are five hundred (500) hours.

Unlimited accumulation with Department Head and City Manager's written approval. An Employee may not use more than the maximum annual accrual hours immediately prior to separation from City employment.

Annual Leave shall accrue for each pay period in which the covered Employee completed forty (40) or more hours during his or her regularly scheduled bi-weekly duty assigned hours.

5. Annual Leave Bidding: Choice of annual leave dates shall be granted whenever practical, but the operating requirements, as determined by the Department Head 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.

6. Annual Leave Carry Over: It is hereby declared to be the policy of the City that Employees be required to take their normal annual leave each year; however, an Employee may, with the consent of the Department Head, take less than the normal annual leave usage one (1) year with a correspondingly longer annual leave the following year.

7. Resignation or Retirement: A person about to resign or about to retire under the provisions of PERS or who is to be laid off, and who has earned annual leave, may be granted annual leave for the time so earned not to exceed the employee's maximum annual accrual. Such annual leave must be taken prior to the effective date of any such resignation, retirement or layoff. 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.

8. 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 time accrued to the Employee's credit will be made to the Employee's beneficiaries or estate.

9. Advancing Annual Leave Time: Under unusual circumstances, advanced annual leave time may be authorized. Requests for advanced annual leave time with full justification will be approved by the Department Head. 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.

10. Minimum Annual Leave Time To Be Taken: The minimum annual leave time which may be taken at any one time by an Employee shall be one-half (½) hour. Fractions of hours of leave taken shall be considered as the next largest half hour (½).

11. Annual Conversion: Once per fiscal year, an employee may elect to cash out annual leave in the amount of forty (40) hours. The employee must have a minimum of one hundred sixty (160) hours to utilize this benefit.

Article C: SICK LEAVE

1. Eligibility: For the purpose of determining eligibility for sick leave, the term "continuous service" is service with the City, 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 Head, an Employee may be advanced sick leave. Advanced sick leave will not exceed sixty (60) days and will be subject to the following:

   a. Request for advancement of sick leave will be supported by a medical certificate.
   b. All available accumulated sick leave will be exhausted before advancement.
   c. All available accumulated annual leave and compensatory time, will be exhausted before advancement.

d. There is reasonable assurance that the Employee will return to duty to earn and repay the advance credits. Should an Employee terminate prior to restoring a sick leave advance, the remaining advance will be withheld from the Employee's final paycheck.
e. The City Manager will be the final approving authority on such requests.

3. Recovery for Damages: If benefits are payable under this section, the cause of an injury is approximate consequence of the wrongful conduct of another, and the Employee recovers damages for the time lost, the Employee shall not receive sick pay under this section for the same time; or having received the same prior to the recovery of damages, the Employee shall repay the City for any amount paid therefore under this Section.

4. Sick Leave for Parental Benefits: Accumulation of sick leave accruing to an Employee's credit may be used for the purpose of parental leave.

5. Minimum Sick Leave To Be Taken: The minimum sick leave time which may be taken at any one time by an Employee shall be one-half (½) hour. Fractions of hours of sick leave shall be considered as the next largest half (½) hour.

6. 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.

7. Accrual of Sick Leave: Employees working on a classified or probationary basis shall earn sick leave credit at the rate of five (5) hours per bi-weekly pay 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.

8. Unrestricted Maximum: Accumulation of sick leave accruing to an Employee's credit which is not used during the year in which earned may accumulate from year to year without restriction to a maximum amount. Accrual of sick leave shall cease after any period of continuous sick leave having a duration of six (6) calendar months.

9. Authorized Use of Sick Leave: Sick leave can only be granted upon the approval of the Department Head or designee in the case of bona fide illness or injury of an Employee or, illness, injury or death of any relative within the third degree of consanguinity or affinity as listed in Appendix B.

10. Bereavement: Sick leave used for bereavement shall be limited to forty (40) hours per incident, except as approved in advance by the City Manager or designee. Such use of bereavement leave is limited to the relatives listed in Appendix B. Bereavement leave will not count against an Employee's use of sick leave in regards to award hours for non-use of sick leave.

11. Certificate of Illness: Evidence in the form of a physician's certificate or certificate of illness executed by the Employee and the Department Head 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 maybe required by the Department Head, Manager, or Supervisor when there is:

    a. Absence in excess of three (3) days
    b. When there is reason to believe that the sick leave is being abused.

    Management will contact the Employee as soon as it is determined a physician's certificate or certificate of illness is needed for the Employee to return to work.

12. Forfeiture of Sick Leave: No Employee shall be entitled to sick leave while absent from duty on account of any of the following:

a. Disability arising from any sickness or injury purposely self-inflicted or caused by any of the employee's willful misconduct.
b. Disability arising from any conduct which is in violation of federal, state or local statute, written City or departmental policy or direct order of the Department Director.
c. Sickness or disability sustained while on Leave Without Pay.

13. Fraudulent Claim: Any person claiming sick leave with pay and the Department Head approving the same where it is shown that such claim was made or approved by such claimant or the Department Head 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 Head.

14. Sick Leave and Worker's Compensation: In the event of death or total permanent disability in a job-related injury as determined by the Workers' Compensation insurer third party administrator, the Employee or the designated beneficiary shall receive one hundred percent (100%) of the total accumulated sick leave at the Employee's current hourly rate.

Article D: SICK LEAVE BANK

1. Purpose: An Employee may request in writing that a specified number of hours of accrued annual leave, compensatory time, or sick leave may be transferred from the Employee's account to the Sick Leave Bank.

2. Donating to Sick Leave Bank: Donations may be made by Employees at any time during the year. The minimum number of hours which may be transferred is eight (8) hours. Any hours transferred from an Employee's account to the "bank" may not be returned or restored to that Employee. This section, however, does not prevent an Employee from receiving leave from the "bank."

3. Requesting Sick Leave Bank Hours: An Employee who is about to exhaust all of their own 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.

   An Employee may not receive leave from the "bank" until all of the Employee's sick, annual, and compensatory hours have been exhausted. An Employee who receives leave from this "bank" is entitled to pay at the Employee's own rate of pay.

   The request should be made in writing to the Human Resources Manager, and include, at a minimum, the Employee's name and a description of the need and the expected duration.

   Upon receipt of a request for leave, the Human Resources Manager shall notify the Union. A Committee made up of two (2) appointees of the Union and the Human Resources Manager shall meet to review the request. The Committee may approve or deny transfer of a specified number of hours from the "bank" to the account of any Employee whom the Committee determines is eligible to receive such leave.

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

The Committee may review the status of any leave granted to an Employee and determine whether or not there is a continuing need for the granted leave. The Committee shall not grant any hours of leave from the "bank" after:

a. The need ceases to exist; or
b. The Employee who is receiving the leave resigns or the Employee's employment with the appointing authority is terminated.

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: AWARD FOR NO USE OF SICK LEAVE

An Employee shall receive thirty two (32) hours personal leave if employee has not used any accrued sick leave during the fiscal year, July 1 through June 30; sixteen hours (16) personal leave for using eight (8) hours or less, and eight (8) hours personal leave for using sixteen (16) hours or less. The selection of the day(s) off shall be approved by the Department Head 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. This benefit received by the Employee will be added to the employee's Personal Leave by the first full pay period following August 1.

Article F: WORKERS COMPENSATION LEAVE

If an employee is absent due to an industrial injury or occupational disease with the City, the employee shall receive current, full, regular pay of four hundred eighty (480) hours 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.

Employees injured in the course of their employment while working on a City holiday will receive the remainder of their shift paid at the worked holiday rate of pay.

Article G: 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. Any Employee appearing as a juror in any court or on the Grand Jury or as a witness for the Grand Jury, shall receive full compensation for the normal work shift such public service obligated the Employee to miss. The Employee shall claim any jury, witness or other fee to which the Employee may be entitled by reason of such appearance and forthwith pay the same over to the City to be deposited in the General Fund of the City. In all cases, however, the Employee shall retain mileage allowance.

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

Article H: EMPLOYEE TRAVEL

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.

Article I: MILITARY LEAVE

Military leave shall be in accordance with the Uniformed Services Employment & Reemployment 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 calendar year. Any such absence shall not be deemed to be an Employee's annual leave.

Article J: LEAVE OF ABSENCE

Official leaves of absence shall be granted according to the rules of the City's Civil Service Commission. Any Employee on such leave shall receive no compensation from the City during that period of absence except as required for local government Employees under the Uniformed Service Employment & Reemployment Act of 1994 and the Family Medical Leave Act.

Article K: COMPENSATORY TIME

1. Compensatory time is time off which may be given an Employee during the Employee's regularly scheduled work period to compensate for overtime hours which are earned and accrued by an Employee in lieu of payment for employment. 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 on the employee time sheet.

   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). Upon reaching the maximum of one hundred (100) hours 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.

2. Granting of Compensatory Time Off: Employees will be allowed to use compensatory time upon request provided such use does not unduly disrupt City operations. The Department Head may deny an Employee's compensatory time request if the absence of the Employee would impose an unreasonable burden on the City's ability to meet its obligations.

3. Settlement for Unused Compensatory Time: Payment for unused compensatory time is authorized to be paid in the event of termination, retirement or death. Employees are able to cash out Compensatory Time by submitting an email to Payroll or completing a compensatory cash out form and submitting to payroll at any time during the fiscal year.

Article L: PERSONAL LEAVE

Each employee will be credited with sixteen (16) hours upon hire; and, sixteen (16) personal hours each fiscal year, to 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 Leave hours at their base rate of pay.

This benefit will be effective upon the first full day of the first full pay period following each July 1st.

Unused Personal Leave as of June 30 will be forfeited.

IN WITNESS WHEREOF, the City and the Union have caused these presents to be duly executed by their authorized Representatives this 24th day of Aug, 2015.

IN WITNESS WHEREOF, the City of Sparks and the Operating Engineers Local No. 3 --Supervisory Unit have caused these presents to be duly executed by their authorized Representatives this 24th day of August, 2015.

CITY OF SPARKS

Geno R. Martini, Mayor

OPERATING ENGINEERS LOCAL UNION NO. 3
SUPERVISORY UNIT

Scott Fullerton, Business Representative

ATTEST:

Teresa Gardner
City Clerk

APPROVED AS TO FORM:

Chester H. Adams
City Attorney

OPERATING ENGINEERS LOCAL UNION NO. 3 SUPERVISORY UNIT APPROVALS:

Russ Burns, Business Manager

Dave Brant, Steward

Jim Sullivan, Rec. Correspondence Secretary

Larry Kolstrup, Steward

Rick Davis, Public Employee Director

Nancy Owens, Steward

Maureen Dyette, Negotiating Team Member

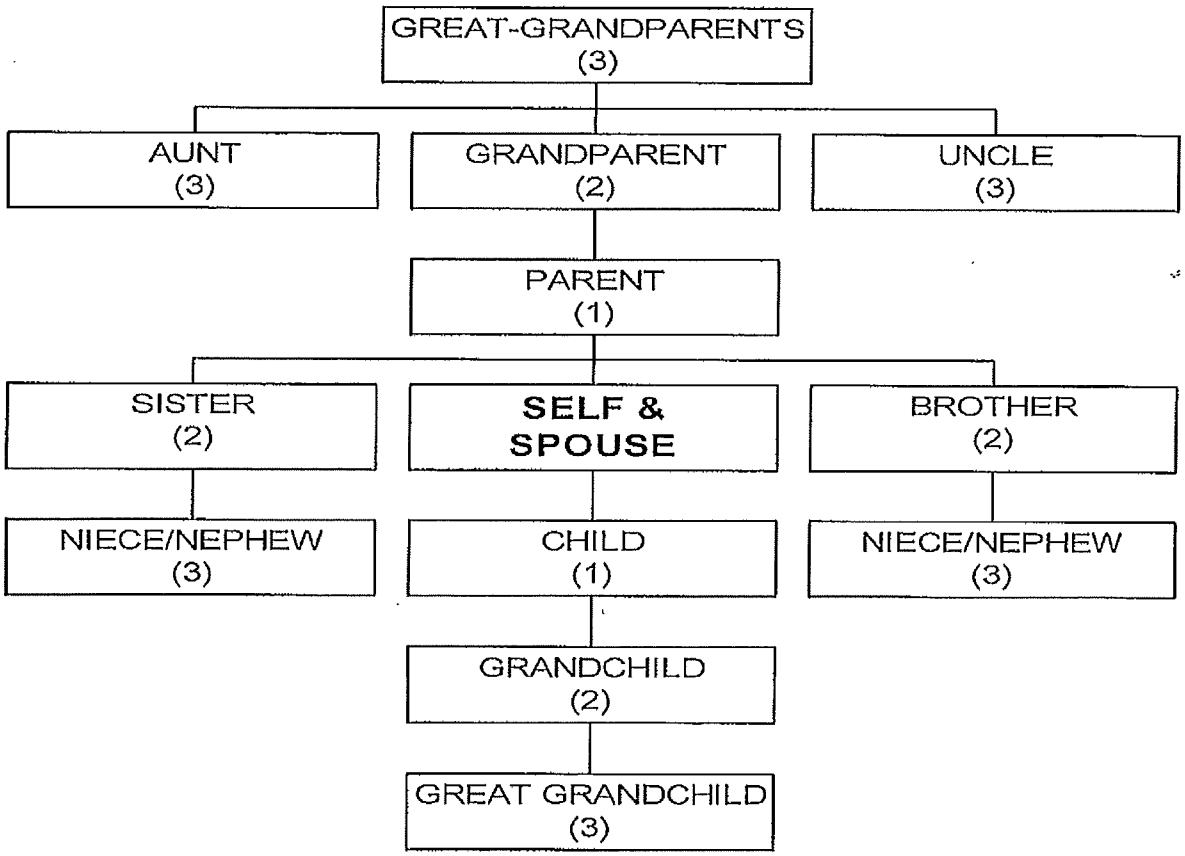
APPENDIX A – JOB CLASSES & SALARY WAGES

Effective:	7/13/2015		7/13/2015		7/11/2016		7/11/2016	
	Hourly		Annual		Hourly		Annual	
Position	Min	Max	Min	Max	Min	Max	Min	Max
Crew Supervisor	$27.28	$34.80	$56,752	$72,392	$28.10	$35.85	$58,455	$74,563
Emergency Communication Supervisor	$25.36	$32.35	$52,746	$67,293	$26.12	$33.32	$54,328	$69,312
Environmental Control Supervisor	$29.34	$37.46	$61,037	$77,919	$30.23	$38.58	$62,868	$80,257
Police Records Supervisor	$23.92	$30.52	$49,747	$63,479	$24.63	$31.43	$51,239	$65,384

* 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

APPENDIX C – HOLIDAYS

This Appendix outlines Holidays based on contract language. If a schedule is not represented, the employee retains their holiday based on the contract language.

With mutual agreement of the supervisor and the employee, the day off may be flexed to another day in the pay-period.

A supervisor, with advanced notice, may change an employee with a flex schedule to accommodate business needs the week of the holiday.

2015 Holidays			2016 Holidays			2017 Holidays		
Holiday	Week Day	Date	Holiday	Week Day	Date	Holiday	Week Day	Date
			New Year's Day	Friday	1/1/2016	New Year's Day	Sunday	1/1/2017
			MLK Birthday	Monday	1/18/2016	MLK Birthday	Monday	1/16/2017
			President's Day	Monday	2/15/2016	President's Day	Monday	2/20/2017
			Memorial Day	Monday	5/30/2016	Memorial Day	Monday	5/29/2017
			Independence Day	Monday	7/4/2016			
Labor Day	Monday	9/7/2015	Labor Day	Monday	9/5/2016			
Nevada Day	Friday	10/30/2015	Nevada Day	Friday	10/28/2016			
Veterans Day	Wednesday	11/11/2015	Veterans Day	Friday	11/11/2016			
Thanksgiving Day	Thursday	11/26/2015	Thanksgiving Day	Thursday	11/24/2016			
Family Day	Friday	11/27/2015	Family Day	Friday	11/25/2016			
Christmas Day	Friday	12/25/2015	Christmas Day	Sunday	12/25/2016			

2015 Holiday's Based on Schedule			2016 Holiday's Based on Schedule			2017 Holiday's Based on Schedule		
Work: Monday-Friday Off: Saturday & Sunday			Work: Monday-Friday Off: Saturday & Sunday			Work: Monday-Friday Off: Saturday & Sunday		
Holiday	Week Day	Date	Holiday	Week Day	Date	Holiday	Week Day	Date
			New Year's Day	Friday	1/1/2016	New Year's Day	Monday	1/2/2017
			MLK Birthday	Monday	1/18/2016	MLK Birthday	Monday	1/16/2017
			President's Day	Monday	2/15/2016	President's Day	Monday	2/20/2017
			Memorial Day	Monday	5/30/2016	Memorial Day	Monday	5/29/2017
			Independence Day	Monday	7/4/2016			
Labor Day	Monday	9/7/2015	Labor Day	Monday	9/5/2016			
Nevada Day	Friday	10/30/2015	Nevada Day	Friday	10/28/2016			
Veterans Day	Wednesday	11/11/2015	Veterans Day	Friday	11/11/2016			
Thanksgiving Day	Thursday	11/26/2015	Thanksgiving Day	Thursday	11/24/2016			
Family Day	Friday	11/27/2015	Family Day	Friday	11/25/2016			
Christmas Day	Friday	12/25/2015	Christmas Day	Monday	12/26/2016			

2015 Holiday's Based on Schedule			2016 Holiday's Based on Schedule			2017 Holiday's Based on Schedule		
Work: Tuesday - Friday Off: Saturday, Sunday, Monday, Tuesday			Work: Tuesday - Friday Off: Saturday, Sunday, Monday, Tuesday			Work: Tuesday - Friday Off: Saturday, Sunday, Monday, Tuesday		
Holiday	Week Day	Date	Holiday	Week Day	Date	Holiday	Week Day	Date
			New Year's Day	Friday	1/1/2016	New Year's Day	Tuesday	1/3/2017
			MLK Birthday	Tuesday	1/19/2016	MLK Birthday	Tuesday	1/17/2017
			President's Day	Tuesday	2/16/2017	President's Day	Tuesday	2/21/2017
			Memorial Day	Tuesday	5/31/2016	Memorial Day	Tuesday	5/30/2017
			Independence Day	Tuesday	7/5/2016			
Labor Day	Tuesday	9/8/2015	Labor Day	Tuesday	9/6/2016			
Nevada Day	Friday	10/30/2015	Nevada Day	Friday	10/28/2016			
Veterans Day	Wednesday	11/11/2015	Veterans Day	Friday	11/11/2016			
Thanksgiving Day	Thursday	11/26/2015	Thanksgiving Day	Thursday	11/24/2016			
Family Day	Friday	11/27/2015	Family Day	Friday	11/25/2016			
Christmas Day	Friday	12/25/2015	Christmas Day	Tuesday	12/27/2016			

2015 Holiday's Based on Schedule			2016 Holiday's Based on Schedule			2017 Holiday's Based on Schedule		
Work: Monday - Thursday Off: Friday, Saturday, Sunday			Work: Monday - Thursday Off: Friday, Saturday, Sunday			Work: Monday - Thursday Off: Friday, Saturday, Sunday		
Holiday	Week Day	Date	Holiday	Week Day	Date	Holiday	Week Day	Date
			New Year's Day	Thursday	12/31/2015	New Year's Day	Monday	1/2/2017
			MLK Birthday	Monday	1/18/2016	MLK Birthday	Monday	1/16/2017
			President's Day	Monday	2/15/2016	President's Day	Monday	2/20/2017
			Memorial Day	Monday	5/30/2016	Memorial Day	Monday	5/29/2017
			Independence Day	Monday	7/4/2016			
Labor Day	Monday	9/7/2015	Labor Day	Monday	9/5/2016			
Nevada Day	Thursday	10/29/2015	Nevada Day	Thursday	10/27/2016			
Veterans Day	Wednesday	11/11/2015	Veterans Day	Thursday	11/10/2016			
Thanksgiving Day	Thursday	11/30/2015	Thanksgiving Day	Thursday	11/24/2016			
Family Day	Monday*	11/28/2015	Family Day	Monday*	11/28/2016			
Christmas Day	Thursday	12/24/2015	Christmas Day	Monday	12/26/2016			

2015 Holiday's Based on Schedule			2016 Holiday's Based on Schedule			2017 Holiday's Based on Schedule		
Work: Tuesday - Saturday Off: Sunday & Monday			Work: Tuesday - Saturday Off: Sunday & Monday			Work: Tuesday - Saturday Off: Sunday & Monday		
Holiday	Week Day	Date	Holiday	Week Day	Date	Holiday	Week Day	Date
			New Year's Day	Friday	1/1/2016	New Year's Day	Saturday	12/31/2016
			MLK Birthday	Tuesday	1/19/2016	MLK Birthday	Tuesday	1/17/2017
			President's Day	Tuesday	2/16/2017	President's Day	Tuesday	2/21/2017
			Memorial Day	Tuesday	5/31/2016	Memorial Day	Tuesday	5/30/2017
			Independence Day	Tuesday	7/5/2016			
Labor Day	Tuesday	9/8/2015	Labor Day	Tuesday	9/6/2016			
Nevada Day	Friday	10/30/2015	Nevada Day	Friday	10/28/2016			
Veterans Day	Wednesday	11/11/2015	Veterans Day	Friday	11/11/2016			
Thanksgiving Day	Thursday	11/26/2015	Thanksgiving Day	Thursday	11/24/2016			
Family Day	Friday	11/27/2015	Family Day	Friday	11/25/2016			
Christmas Day	Friday	12/25/2015	Christmas Day	Saturday	12/24/2016			

2015 Holiday's Based on Schedule			2016 Holiday's Based on Schedule			2017 Holiday's Based on Schedule		
Work: Saturday-Wednesday Off: Thursday & Friday			Work: Saturday-Wednesday Off: Thursday & Friday			Work: Saturday-Wednesday Off: Thursday & Friday		
Holiday	Week Day	Date	Holiday	Week Day	Date	Holiday	Week Day	Date
			New Year's Day	Saturday	1/2/2016	New Year's Day	Sunday	1/1/2017
			MLK Birthday	Monday	1/18/2016	MLK Birthday	Monday	1/16/2017
			President's Day	Monday	2/15/2016	President's Day	Monday	2/20/2017
			Memorial Day	Monday	5/30/2016	Memorial Day	Monday	5/29/2017
			Independence Day	Monday	7/4/2016			
Labor Day	Monday	9/7/2015	Labor Day	Monday	9/5/2016			
Nevada Day	Saturday	10/31/2015	Nevada Day	Saturday	10/29/2016			
Veterans Day	Wednesday	11/11/2015	Veterans Day	Saturday	11/12/2016			
Thanksgiving Day	Wednesday	11/25/2015	Thanksgiving Day	Wednesday	11/23/2016			
Family Day	Saturday	11/28/2015	Family Day	Saturday	11/26/2016			
Christmas Day	Saturday	12/26/2015	Christmas Day	Sunday	12/25/2016			