AGREEMENT

between the

CITY of SPARKS

and

OPERATING ENGINEERS

LOCAL UNION NO. 3

NON-SUPERVISORY UNIT

July 1, 2012 to June 30, 2015

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between
THE CITY OF SPARKS
AND
OPERATING ENGINEERS LOCAL UNION NO. 3 NON-SUPERVISORY UNIT

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AGREEMENT
between
CITY OF SPARKS
and
OPERATING ENGINEERS LOCAL UNION NO. 3 NON-SUPERVISORY UNIT
July 1, 2012 to June 30, 2015

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 NON-SUPERVISORY UNIT, hereinafter referred to as the "Union." Members of the Union, employed by the City and included 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 CONTRACT

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

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.

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.

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 from July 1, 2012, and shall continue in force until June 30, 2015, except as may otherwise be provided herein and in Section 3, Article A.

Article E: RECOGNITION AND APPLICATION

The terms and conditions of this Agreement shall apply to those Employees of the classes 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 classified Municipal 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; DEFINITION OF DEPARTMENT HEAD

MANAGEMENT RIGHTS - 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.

8. DEPARTMENT HEAD (defined) - 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.

3. The non-discrimination provisions of this Agreement shall be applied equally to all Employees in the negotiating unit without discrimination, as to age, sex, marital status, race, color, creed, national origin, disability, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Article I: UNION DUES AND SALARY CHECK-OFF PRIVILEGES

1. PAYROLL DEDUCTIONS AUTHORIZATION - The Employees may authorize payroll deductions for the purpose of paying Union dues.

    a. Upon the execution of the proper personnel payroll document filed with the Employee and Customer Service Manager and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an Employee, on a bi-weekly or monthly basis, such sum as the Employee may specify for: Union dues, United Way, deferred compensation.

    b. No authorization shall be allowed for payment of, assessments or fines. Each Employee shall have the right to terminate such payroll deductions during the fifteen (15) day period immediately preceding the termination date of this Agreement and during the fifteen (15) day period immediately preceding each anniversary date of this Agreement.

c. HOLD CITY HARMLESS - 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.

d. EARNINGS TO COVER UNION DUES - 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/UNION BUSINESS

The Union may select one Employee for each location where Employees covered by this Agreement normally work. The Union Steward shall be permitted reasonable time during working hours to notify the Business Representative by telephone of any violations of this Agreement.

Employees are authorized to contact the Union Steward during working hours to report a grievance or violation of this Agreement.

Employees and Union Stewards will obtain Department Head or designee approval for all absences from duty assignments to conduct the above Union activities and negotiations or grievance meetings with the City scheduled during working hours, which approval shall not be unreasonably withheld unless the operational requirements of the City prevent granting said approval. One (1) regularly scheduled monthly Steward's meeting, not to exceed one (1) hour of City time shall be allowed under this Article, subject to the operational requirements of the City.

Article K: GRIEVANCE PROCEDURE

1. PURPOSE - It is a mutual obligation on the part of administrative, supervisory and non-supervisory Employees of the City of Sparks 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.

For purposes of this grievance procedure, "working days" shall be defined as a regularly scheduled work day (Mon-Fri) except legal holidays specified in this Agreement.

(Example: An Employee works Saturday-Wednesday each week. The Employee's "working days" are Monday, Tuesday, and Wednesday of each week. Therefore, a five "working day" time frame for this Employee would consist of Monday, Tuesday, Wednesday of the first week and Monday and Tuesday of the second week.)

Both parties may mutually agree to extend the time at all stages of the grievance proceeding.

2. 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.

3. 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.

4. 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.

5. 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 Management Personnel 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.

6. 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.

7. When two or more Employees experience a common grievance, they may initiate a single grievance proceeding.

8. GRIEVANCE PROCEDURE

<u>Informal Procedure</u>

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 five (5) 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 Superiors and Department Heads when:

(a) Mutually consented to by Employee and Supervisor.

(b) It appears that settlement can be reached at this informal level.

Formal Procedure

The aggrieved Employee shall file the grievance in writing with the Department Head within ten (10) 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 ten (10) 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.

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 five (5) working days following receipt of the City Manager's written reply.

The Arbitrator will be selected by mutual Agreement of the parties' legal representatives or will be selected from a list of seven (7) names supplied by the American Arbitration Association (AAA). 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 and shall render a written decision within thirty (30) days after the close of the hearing or receipt of a transcript, if required by the arbitrator or requested by either party.

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.

9. LIMITS OF GRIEVANCE PROCEDURE

a. 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.

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

Article L: SAFETY GRIEVANCE PROCEDURE

STEP 1. An Employee shall immediately bring the matter to the attention of his or her 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.

STEP 2. The Supervisor will respond to the grievance within twenty-four (24) hours of the time the written grievance is filed.

STEP 3. If the written response of the 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: WORK WEEK/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. 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 (1) would be counted as hours actually worked for purposes of computing FLSA and contractual overtime. Sick leave and other unpaid leave such as leave without pay will continue to be excluded from the computation of hours actually worked for the purposes of computing FLSA and contractually scheduled overtime.

2. Duty hours shall be devoted fully to the performance of assigned duties; periods of absence for personal reasons are not creditable toward duty hours and must be charged to annual leave, leave of absence without pay or, if resulting from a legitimate illness or physical injury, to sick leave as defined in Section 4, Article C.

3. BREAKS (defined) - 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, not to exceed two (2) such break periods in any eight (8) hour 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. LUNCH BREAK - All Employees shall be provided no less than one-half (1/2) hour nor more than one (1) hour lunch period at the discretion of the Department Head. This lunch period is the Employee's own time. Where practical, if desired by the Employees in a particular work crew, the City will furnish transportation to the assembly point and back to the job site within the lunch period. The City agrees to furnish soap and towels at the job site for cleanup purposes. The Employees represented by Local 3 who are assigned a straight eight (8) hour shift will be paid for their one-half (½) hour lunch break.

Article N: DISCIPLINARY PROCEDURES

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

Article O: LAY-OFF PROCEDURE

LAY-OFF - Whenever it becomes necessary in any department, through lack of work or funds, abolishment of the job, or other good cause to reduce the work force in that department, personnel shall be laid off or reduced in grade according to procedures outlined in the current Civil Service layoff procedure. Any future amendments to the Civil Service Commission procedures will be automatically incorporated into this Agreement.

Article P: 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 shall, from time to time, meet with the Union to discuss its views relative to the administration of this Agreement; the Union may request discussions if it wishes. Nothing contained in this Agreement shall preclude the City and the Union from jointly conferring and discussing the administration of this Agreement.

The City Manager agrees to meet with the Employees of this bargaining unit no less than four (4) times per year 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 Rules and Regulations of the Sparks Civil Service Commission, 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. Prospectively at July 1, 2013, re-instate the previous wage concession of 6.0% effective the first full pay period following July 1, 2013.

   Effective upon ratification and approvals, the city proposes to increase the employees' wage and wage-related benefits in one-half percentage (½%) increments up to a maximum of four percent (4.0%) in exchange for permanent health cost reductions, which promote personal and plan accountability and reduction in wasteful spending in the overall Group Health Plan implemented no later than January 1, 2014. OE3 NS bargaining unit members will receive their prorated share of the savings which will be converted to wages including wage-driven benefits.

   Effective upon ratification and approvals, pay increases will be based on City Council approval of Group Health Plan Committee Plan change recommendations. The dollars savings from the Group Health Plan to be converted to salary and wages amounts based on projections developed by the Group Health Plan Committee's consultant.

2. PAY PERIODS - Each two-week period shall constitute a pay period. The pay period shall commence on Monday at 00:00 a.m. and end on a Sunday at 12:00 p.m. The dates of payment shall be established by the Finance Director.

3. INITIAL APPOINTMENT - Upon entering the classified service, an Employee shall receive compensation at the minimum of the salary range of the job classification 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 Employee and Customer Service Manager may authorize hiring at a rate above the minimum for the job classification for which the Employee is being hired, but in all cases, the rate is not to exceed the maximum for the job classification without approval of the Employee and Customer Service Manager.

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 rate five (5) percent above the rate of pay received immediately prior to the promotion, whichever is greater not to exceed the top step of the pay range.

5. SERIES CLASSIFICATION MOVEMENT - Upon movement from class levels in the series classifications, the Employee shall receive a five (5) percent salary increase in addition to any merit increase that may be granted on the same date.

6. DEMOTIONS - When an Employee is demoted within a position class or to a lower position class, the pay rate shall be commensurate with the Employee's new status within the range of the class in which the Employee was demoted, or the range of the class into which the Employee was demoted.

7. REDUCTION WITHIN A POSITION CLASS - The Department Head, with the approval of the City Manager, may reduce an Employee within a position class from the Employee's current salary to any lesser salary within the salary range for that class upon failure of the Employee to maintain a standard of work set forth in the position class 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.

8. TRANSFERS - When an Employee is transferred to a position in another class allocated to 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.

9. RECLASSIFICATION OF POSITION - When a job classification position is reclassified with a significant change in the job duties and is assigned a higher pay range, the Employee(s) in that classification shall be placed in the new pay range at a salary not more than five percent (5%) greater than the Employee's current salary, or the bottom of the new pay range, whichever is greater. If the change in salary range is a pay adjustment with no significant change in job duties, the Employee(s) in that classification shall be placed in the new pay range at the same step within the range.

10. 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.

Article B: PAY INCREASES

1. 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, however, 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 job classification pay rate adjustments authorized by the City Council.

2. 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, shall 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 (defined) - 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 basis.

3. CALLBACK, EXTENSIONS OF THE WORK DAY, and WORK OUTSIDE OF AND IN ADDITION TO REGULARLY SCHEDULED WORK PERIOD OR SHIFT: Callback Overtime and Extensions of the Work Day shall be paid on a time and one-half (1½) basis in the following manner:

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

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

   b. EXTENSION OF THE WORKDAY OVERTIME: Extension of the work day overtime shall apply where such extension of the work day is officially ordered and approved and the Employee is called to duty within thirty (30) minutes prior to regularly scheduled work or is called to duty within thirty (30) minutes following regularly scheduled work. Extension of the work day overtime is not subject to the two (2) hour minimum and shall be computed based on actual hours worked.

   c. WORK OUTSIDE OF AND IN ADDITION TO AN EMPLOYEE'S REGULARLY SCHEDULED WORK PERIOD OR SHIFT: Work outside of and in addition to an Employee's regularly scheduled work period or shift scheduled more than twelve (12) hours before the start of scheduled work (other than Special Event Overtime described in Paragraph 6. below) will only be paid on a time and one-half (1½) basis if the Employee actually works forty (40) hours during his/her basic seven (7)-day work period (excluding unworked time off described in Section 1, Article 1. as amended) and such work exceeds the forty (40) hour threshold in a seven (7) day work period. Such work is not subject to the two (2) hour minimum.

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

4. OVERTIME ASSIGNMENT

a. Overtime shall be assigned on a rotation basis with a recognized organization unit starting with the most senior Employee in the unit, except as provided in paragraph b. below. The unit supervisor will make a good faith effort to ensure that overtime work is distributed fairly among those Employees wishing to work overtime.

b. Emergency Communications Dispatchers/Specialist Overtime:
1. When an Employee(s) calls in sick for their shift, overtime shall be offered as follows:
1st – Employee(s) on shift from Communication Dispatchers
2nd – Employee(s) on shift from Communication Supervisors
3rd – Employee(s) on-coming shift from Communication Dispatchers
4th – Employee(s) on-coming shift from Communication Supervisors
5th – Employee(s) off shift from Communication Dispatchers
6th – Employee(s) off shift from Communication Supervisors
7th – Employee with the lowest seniority from Communication Dispatchers

5. 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.

6. 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: SPECIAL ASSIGNMENT PAY

1. BILINGUAL PAY

a. 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.

b. 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 City Manager. Bilingual pay will be at the rate of fifty dollars ($50) per pay period.

2. EMERGENCY COMMUNICATIONS DISPATCHER TRAINERS OR POLICE ASSISTANT. Emergency Communications Dispatchers or Police Assistants who are assigned to train new Employees in the Dispatch Section of the Police Department shall receive a special assignment pay of fifty dollars ($50) bi-weekly. Employees who are assigned for less than a bi-weekly pay period shall be paid a pro-rated amount of five dollars ($5) per day for each day they actually train a new Employee.

Article E: TEMPORARY ASSIGNMENT

1. ACTING TEMPORARY - Any classified Employee who has been confirmed to a position by the Civil Service Commission may be temporarily assigned to serve in an acting capacity in a position allocated to a higher pay range than that in which employed. If an Employee is temporarily assigned to such position for five (5) working days, consecutive or separate, the Employee shall, for each day thereafter so assigned, be termed an Acting Temporary Employee. The five (5) day period shall apply to each job classification. An Employee must work in an acting capacity for a minimum increment of four (4) hours to be eligible for such pay.

2. 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.

3. 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.

4. LONG-TERM ACTING TEMPORARY ASSIGNMENT: If an Employee is assigned to a long-term acting temporary assignment for thirty (30) or more consecutive calendar days, beginning with the thirty-first (31st) calendar day, the Employee shall receive compensation ten percent (10%) greater than the Employee's regular salary or the bottom of the acting position's pay range, whichever is greater, not to exceed the maximum of the pay range for the position temporarily assigned to. Consecutive calendar days is defined by the assignment, not the Employee's attendance. Approved leave days taken during the first thirty (30) consecutive calendar days will not affect the assignment. The ten percent (10%) rate for the long-term acting temporary assignment compensation is for hours actually worked in the long-term acting temporary assignment after the assigned thirty-first (31st) calendar day.

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 PAY

1. Stand-by Duty Definition: 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.
2. Requirements: Any 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 her/his whereabouts and how and when she/he can be reached.

    b. Be available for service within forty-five (45) minutes of the time called to duty.

    c. Pay Benefits: Those Employees who have been directed by the Department Head or designee to Stand-By Duty on other than their normal work schedule during a given work week shall be entitled to stand-by pay at the rate of one-third (1/3) hour pay at the regular base hourly rate for each one (1) hour period of stand-by duty.

    In the event the Employee is called out to perform work while on Stand-By Duty, she/he shall be paid at a time and one-half (1½) basis for the hours actually worked.

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:

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

3. The maximum longevity payout will be two thousand five hundred dollars ($2,500). Effective Fiscal Year 2010-2011, the maximum longevity payout will be three thousand dollars ($3,000).

4. COMPUTATION AND PAYMENT OF LONGEVITY PAY - The longevity pay shall be computed from the longevity date through November 16th of the year being paid. For 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.

    Longevity pay for all eligible Employees shall be paid no later than the Wednesday prior to Thanksgiving.

Special Note: 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.

5. 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.

   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.

6. NON-CREDITABLE SERVICE FOR LONGEVITY COMPUTATION - Any periods that an Employee is on authorized 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.

7. 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:

$$\frac{\text{No. of full months worked since November 16}}{12}$$

   times the appropriate percentage of base salary as described in Section 2, Article H (1).

8. 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 J: 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 K: CLOTHING ALLOWANCE

1. UNIFORM ALLOWANCE

a. SAFETY APPAREL

1. Protective Safety Footwear Allowance – the City agrees to pay two hundred seventy five dollars ($275) annually toward the purchase of safety boots worn by Public Works and Parks and Recreation maintenance Employees.

   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.

2. Orange Safety Shirts – the City will provide orange safety shirts and cleaning to all such Employees who desire them who work on or about the City streets.

b. With the exception of Emergency Communications Dispatchers and Specialists, 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 for the pay period which includes the last day of a fiscal quarter. There shall be no pro-rating of uniform allowance.

c. Fire Plans Examiner Uniform Allowance – The City agrees to pay twenty ($20.00) dollars per week, computed from Monday at 00:00 a.m. through Sunday at 12:00 p.m. There shall be no proration of uniform allowance. Uniform allowance shall not be paid to Employees who are on Leave Without Pay Status, commencing with the first full pay period of absence. All uniform allowance shall be payable with the Employee's regular pay for the pay period which includes the last day of a fiscal quarter. This payment shall include the uniform allowance for the last full week (Monday through Sunday) of the fiscal quarter.

2. EYEGLASSES/WATCH REPLACEMENT - 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) for each incident for each pair of eyeglass frames, and seventy five dollars ($75) for each watch which is lost, damaged, or destroyed while performing job-related duties, as approved by the Department Head.

Article L: TOOL ALLOWANCE

TOOL ALLOWANCE - Designated Employees in the Public Works Department shall receive a reimbursement for tools purchased, provided receipts for actual purchases are submitted. The maximum reimbursement shall be as follows:

1. Equipment Utility Worker	$100.00 per quarter
2. Equipment Service Worker	$150.00 per quarter
3. Equipment Mechanic	$300.00 per quarter

Article M: SPECIAL LICENSES

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 INSURANCE

1. ELIGIBILITY - All Employees, other than those on temporary status, are eligible for group health and life insurance and may, after initial employment following a thirty (30) day waiting period from the first day of the month following employment, enroll in the City's group health and life insurance plan, provided, however, such Employee is not excluded from enrollment by conditions of the insurance contract. An Employee who is not on paid status at the beginning of the month due to disciplinary action may continue to be eligible for group health insurance coverage subject to the approval of the City Manager.

2. CITY-EMPLOYEE SHARE OF PREMIUMS

   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 (this provision to pay health insurance coverage was in lieu of a four point five percent (4.5%) salary increase during the 1983-84 contract period). For Employees hired on and 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 then existing premiums (health/dental/vision/life) for the Employee's eligible dependents enrolled in the City's plan and Employees shall pay twenty five percent (25%) of the then existing monthly insurance premium (health/dental/vision/life) via automatic payroll deduction for their eligible dependents.

   b. The City agrees to maintain premium contributions in amounts necessary to maintain the solvency of the City's health insurance fund. The City shall maintain an equal or better standard of group health insurance coverage unless change is agreed to as provided in Subsection 3 of this Article.

   c. An Employee on leave without pay may continue the Group Health Insurance coverage by pre-paying the entire one hundred percent (100%) premium amount to the Finance Director, except as provided under the Uniformed Services Employment and Re-employment Act of 1994 and the Family Medical Leave Act.

3. GROUP HEALTH PLAN BENEFITS COMMITTEE

a. It is agreed that a Group Health Plan Benefits Committee is established. The purpose of this Committee is to recommend to the City Council any benefit changes in the City's self-insured medical, dental, vision and life insurance plans.

b. The Committee shall be comprised of members from the following groups:

All Operating Engineers Unions *
All Police Unions *
IAFF (International Assoc. of Firefighters) *
Confidential
Management/Appointed

*Represented, voting member organization

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

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

d. The Representative of each recognized Bargaining Unit shall have the authority to bind said Bargaining Unit to any modifications in benefits recommended to the City Council subject to ratification of at least two of the Bargaining Units. Any modifications in benefits agreed to by the City Council on recommendation of the Committee shall be binding upon each recognized Bargaining Unit.

Article B: HEALTH INSURANCE UPON RETIREMENT - SICK LEAVE CONVERSION

1. Eligibility: Employees who elect to have sick leave payoff in cash in accordance with this Agreement are not entitled to elect conversion of accumulated sick leave to an insurance benefit. Employees electing sick leave conversion to an insurance benefit are not entitled to sick leave payoff in cash. This benefit is subject to a three thousand two hundred fifty (3,250) hour at twenty-five (25) years of service maximum conversion of accumulated sick leave to an insurance benefit.

2. Conversion of Accumulated Sick Leave: Employees qualifying for retirement under Nevada PERS with a minimum of twenty (20) years of total service with the City of Sparks may elect to convert sixty five percent (65%) of the Employee's accumulated sick leave up to a three thousand two hundred fifty (3,250) hour at twenty-five (25) years of service maximum to an unfunded City account for the purpose of paying for medical coverage under the City's then existing group medical insurance plan on a monthly basis.

3. Employees qualifying for retirement under Nevada PERS with a minimum of between twenty-one (21) and twenty-five (25) years of total service with the City of Sparks may elect to convert the following percentages of the Employee's accumulated sick leave up to a three thousand two hundred fifty (3,250) hour at twenty-five (25) years of service maximum to an unfunded City account for the purpose of paying for medical coverage under the City's then existing group medical insurance plan on a monthly basis.

Effective upon ratification, the following conversion rates will apply:

Years of Continuous Service	Conversion Percentages
20 years or more	65%
21 years or more	75%
22 years or more	85%
23 years or more	90%
24 years or more	95%
25 years or more	100%

4. The account would 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 at the time of retirement. The City will account for a retiree's accumulated sick leave and debit said account on a dollar-for-dollar basis. The City will pay the retiree's medical coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

5. 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.

6. A surviving spouse will continue to receive medical coverage under this benefit so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

7. This benefit is nontransferable and does not survive the retiree except as to a surviving spouse as described above.
8. The fund to which the accumulated sick leave is credited does not accrue interest and does not have cash value. The City pays for the retiree's medical coverage by debiting the monthly cost of such coverage out of the appropriate City fund.

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.

Prospectively at July 1, 2013, re-instate the base wage amount of 1.125% representing the previous 50/50 sharing of the PERS contribution increases incurred in 2011, effective the first full pay period following July 1, 2013.

Article D: TUITION REIMBURSEMENT

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 Finance Director shall pay one hundred percent (100%) of tuition, lab fees, required textbooks, and ancillary written course materials, not to exceed one thousand dollars ($1,000) per fiscal year for job related courses which are approved in writing in advance by the Department Director and Employee and

Customer Service Manager. Reimbursement subject to all courses being 'accredited' as determined by the appropriate Department Head or designee and/or Human Resources.

SECTION 4 – LEAVE BENEFITS

Article A: HOLIDAYS AND HOLIDAY PAY

1. HOLIDAYS (defined) - The following holidays will be observed:

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

and effective fiscal year 2009/2010 forward, two (2) eight (8) hour personal days 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 day(s) without success, then the Employee may be compensated for the personal day(s) at their base rate of pay. 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.

2. Seasonal, part-time or intermittent temporary Employees are ineligible for holiday benefits.

3. 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.

4. 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 his or her 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. 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.

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. 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 (2 ½) times his or her regular hourly rate for the actual hours worked, in cash or compensatory time off subject to Section 2, Article C.

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. 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, 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 he or she has attained 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	40 Hour Work Week Annual Leave Earning Rate Bi-weekly Pay Period
Less than 5 Years	4.6 hours
5 years or more	6.5 hours
10 years or more	7.1 hours
15 years or more	7.9 hours
20 years or more	8.4 hours
Maximum accumulated	480 hours*

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

5. Annual Leave credits shall accrue for each pay period in which the covered Employee completed forty (40) or more hours during her/his regularly scheduled bi-weekly duty assigned hours. Seasonal, part-time or intermittent temporary Employees are ineligible for annual leave benefits.

6. PAYMENT WHILE ON ANNUAL LEAVE - An Employee shall be paid at his or her regular rate for each hour of annual leave time taken. Annual Leave shall be charged

on the basis of one half (1/2) hour for each one half (1/2) hour or fractional portion of one half (1/2) hour of annual leave taken.

7. ANNUAL LEAVE BIDDING - Choice of annual leave dates shall be granted whenever practical, but the operating requirements of the, 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.

8. 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 year with a correspondingly longer annual leave the following year.

9. PAYMENT FOR ANNUAL LEAVE

   a. RESIGNATION AND/OR RETIREMENT - A person about to resign or about to retire under the provisions of the State Retirement Act or who is to be laid off, and who has earned an annual leave, may be granted an 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; or, 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.

   b. 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.

10. ADVANCING ANNUAL LEAVE TIME - Under unusual circumstances, advanced annual leave time may be authorized. Requests for advanced annual leave time will require the Department Head's approval and full justification. Each request for advanced annual leave will be handled as a separate individual case and considered on its own merits. The City Manager will be the final approving authority on such request.

11. 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 (1/2) hour. Fractions of hours of leave taken shall be considered as the next largest half hour.

Article C: SICK LEAVE

1. ELIGIBILITY - For the purpose of determining eligibility for sick leave allowance, 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 (1/2) hour. Fractions of hours of sick leave shall be considered as the next largest half (1/2) hour.

6. PAYMENT FOR UNUSED SICK LEAVE - The City shall pay upon separation in good standing of an Employee who has had ten (10) years of service with the City, payment equal to ten percent (10%) of unused accumulated sick leave earned with the City and an Employee who has had twenty (20) years of service with the City, payment equal to fifteen percent (15%) of unused accumulated sick leave earned with the City. The maximum pay off will not exceed one thousand five hundred (1500) hours. Payment shall be made at the Employee's hourly rate of compensation at time of separation, except that this provision shall not apply when an Employee is terminated for "cause."

   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.

7. 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.

8. 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.

9. 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.

10. AUTHORIZED USE OF SICK LEAVE - Sick leave, with pay, 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, to include: Employee, spouse, child, step-child, parent, step-parent, sibling (brother or sister), step-sibling, grandparent, step-grandparent, grandchild, step-grandchild, great-grandparent, step-great-grandparent, great-grandchild, or step-great-grandchild, aunt, uncle, niece, nephew, or domestic partner. Bereavement leave will not count against an Employee's use of sick leave in regards to award hours for no use of sick leave. Degrees of Consanguinity and Affinity (not applicable to domestic partners) attached hereto as Appendix B. Sick leave used for bereavement shall be limited to forty (40) hours per incident, except as approved in advance by the City Manager or designee. Such use of bereavement leave is limited to the relatives listed above.

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 and upon the form approved by the City Manager 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: (1) absence in excess of three (3) days, or (2) whenever 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 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 Head.

    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.

Article D: SICK LEAVE BANK

1. An Employee may request in writing that a specified number of hours of accrued annual leave, compensatory time, or sick leave may be transferred from the Employee's account to the Sick Leave Bank. Effective upon ratifications, donations may be made at any time during the year.

2. The minimum number of hours which may be transferred is eight (8) hours. Any hours transferred from an Employee's account to the "bank" may not be returned or restored to that Employee. This section, however, does not prevent an Employee from receiving leave from the "bank."

3. An Employee who is about to exhaust all his or her accrued leave may request, in writing, that a specified number of hours be transferred from the Sick Leave Bank to the Employee's own account. The request should include, at a minimum:

   a. The Employee's name

   b. A description of the need and the expected duration

   c. An Employee may not receive leave from the "bank" until all of the Employee's sick, eligible annual, and compensatory hours have been exhausted.

   d. An Employee who receives leave from this "bank" is entitled to pay at the Employee's own rate of pay.

   e. Upon receipt of a request for leave, the Employee and Customer Service Manager shall notify the Union. A Committee made up of two (2) appointees of the Union and one (1) appointee of the City 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.

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

   g. 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.

   h. The Committee shall not grant any hours of leave from the "bank" after:

      1. The need ceases to exist; or

      2. The Employee who is receiving the leave resigns or the Employee's employment with the appointing authority is terminated.

4. 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 four (4) days off from work if he or she has not used any accrued sick leave during the fiscal year, July 1 through June 30, two (2) days off for using eight (8) hours or less, and one day off 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 the Human Resources Division who shall adjust the Employee's annual leave balance by the addition of hours earned and so notify the affected Employee.

Article F: SERVICE CONNECTED DISABILITY LEAVE

1. If an Employee is absent due to a service-connected injury, the Employee shall receive current, full, regular pay of sixty (60) days in any twelve (12) month period, without being charged any sick and/or annual leave. After sixty (60) days, the Employee shall, by notifying Human Resources Department, elect one of the following options: OPTION 1. The Employee shall accept as full compensation the amount received from Workers' Compensation. OPTION 2. The Employee shall accept current, full, regular pay and benefits from the City. The Employee shall be charged sick leave until the sick leave balance is zero (0) hours, then the Employee shall be charged annual leave until the annual leave balance is zero (0) hours. Upon depletion of the sick leave and annual leave hours to a zero (0) balance the Employee shall be compensated by only OPTION 1. The Employee cannot change from the original elected OPTION.

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

   PROCEDURE 1. All Workers' Compensation checks shall be promptly endorsed by the Employee and submitted to Benefits/Risk Management.

   PROCEDURE 2. The Employee shall be credited for first annual leave then sick leave hours, charged during this disability, in proportion to the Workers' Compensation check divided by the Employee's regular hourly rate; i.e.: Workers' Compensation check equal to three hundred dollars ($300), Employee's regular hourly rate equal to ten dollars ($10) per hour, will credit the Employee with thirty (30) hours of leave. In no event shall an Employee be allowed to receive Workers' Compensation as well as compensation from the City. This section does not apply to probationary Employees.

3. 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 initial outpatient treatment will be paid as overtime. For Employees on evening or night shifts, any time spent for follow-up, outpatient treatments will be paid as overtime.

Article G: COURT LEAVE

COURT LEAVE (defined) - 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 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 Finance Director to be deposited in the General Fund of the City. In all cases, however, the Employee shall retain mileage allowance. If the Employee is on duty and witnesses an event not related to the performance of their duty, but as a bystander witness, they will not be compensated for the court appearance. Additionally, the Employee will not be paid court pay for any court appearance as a witness against the City.

In the event an Employee is called upon as a witness before the Grand Jury, or in any case before a court of law as a direct result of or directly pertaining to City employment, the Employee may be entitled to retain from court fees reasonable allowances for expenses incurred.

Article H: MILITARY LEAVE

1. Military leave shall be in accordance with the Uniformed Services Employment & Reemployment Act of 1994.

2. 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 I: LEAVE OF ABSENCE

STATUS WHILE ON LEAVE OF ABSENCE - Official leaves of absence shall be granted according to the rules of the Civil Service Commission of the City of Sparks. 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 J: 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 (1-1/2) hours compensatory time for each overtime hour worked.

2. When requesting an Employee to work overtime, the supervisor shall whenever possible place at the option of the Employee the right to be paid overtime for the additional work or the right to accrue compensatory time. However, in emergencies and certain special events designated by the City, the City may require that Employees

receive overtime pay in lieu of accruing compensatory time off. No Employee shall accrue more than one hundred (100) hours of additional work time to be paid as compensatory time (shown as accumulated time on the paycheck).

3. GRANTING OF COMPENSATORY TIME OFF - Granting of compensatory time off is subject to the following:

   a. 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.

   b. Upon reaching the maximum of one hundred (100) hours (as referenced in 2 above) to be paid off as compensatory time, all hours worked in addition to the regularly scheduled work period must be compensated at the overtime rate.

4. SETTLEMENT FOR UNUSED COMPENSATORY TIME - Payment for unused compensatory time is authorized to be paid in the event of termination, retirement or death. An Employee with compensatory time on the records may request full payment of accrued compensatory hours on the fifteenth (15th) day of the last month of the quarter, which would be by the 15th of September, December, March or June. Payment shall be no later than the second payday following the request.

5. Upon ratification and approval and not retroactive to July 1, 2010, Employees required to remain during inclement weather or hazardous conditions shall be paid compensatory time at a rate of one (1) hour compensatory time for one (1) hour worked during the regular work period.

IN WITNESS WHEREOF, the City of Sparks and the Operating Engineers Local No. 3 – Non-Supervisory Unit have caused these presents to be duly executed by their authorized Representatives this 8th day of July, 2013.

OPERATING ENGINEERS
LOCAL UNION NO. 3
NON-SUPERVISORY UNIT

Scott Fullerton
Business Representative

CITY OF SPARKS

Geno Martini
Mayor

ATTEST:

Teresa Gardner
City Clerk

APPROVED AS TO FORM:

Chester Adams
City Attorney

OPERATING ENGINEERS LOCAL UNION NO. 3 NON-SUPERVISORY UNIT APPROVALS:

Russ Burns, Business Manager

Maurice Holmes, Steward/Negotiator

Jim Sulllivan, Rec. Correspondence Secretary

Mike Bailey, Steward/Negotiator

Rick Davis, Director of Public Employees

Lori Howard, Steward/Negotiator

APPENDIX A – Job Class and Salary Wage Ranges*

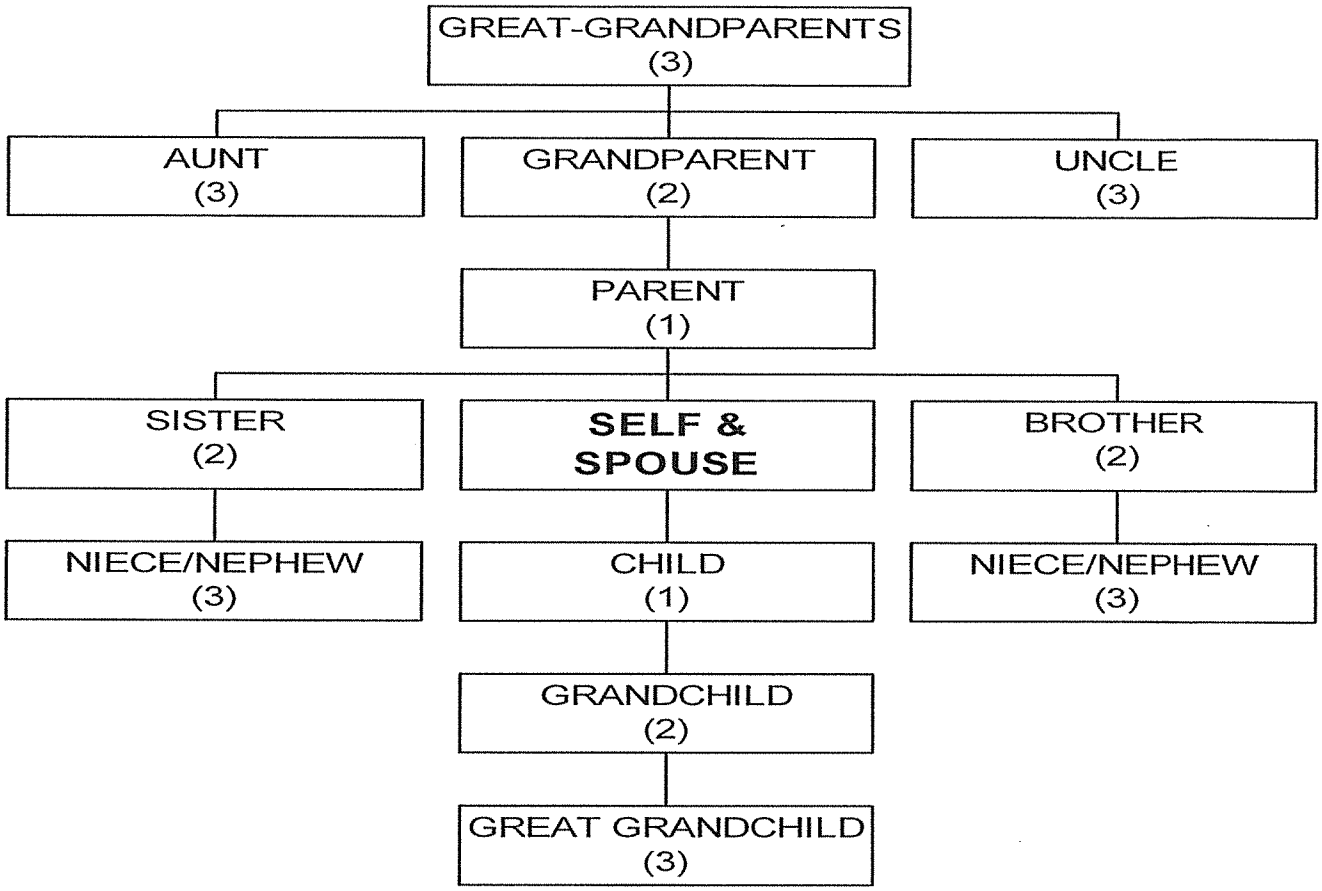
Position	Effective: 7/1/2013 Pay rates Annual Min	Annual Max
Accounting Specialist I	$37,128	$47,278
Accounting Specialist II	$40,872	$52,083
Administrative Analyst I	$52,083	$66,456
Administrative Analyst II	$57,408	$73,278
Administrative Assistant	$50,336	$64,210
Administrative Secretary	$42,910	$54,683
Building Inspector I	$46,592	$59,405
Building Inspector II	$51,334	$65,478
Building Inspector, Senior	$56,576	$72,218
Business License Officer I	$44,366	$56,576
Business License Officer II	$48,901	$62,358
Business License Officer, Senior	$53,893	$68,765
Chemist I	$52,083	$66,456
Chemist II	$57,408	$73,278
Code Enforce Officer I	$44,366	$56,576
Code Enforcement Officer II	$48,901	$62,358
Code Enforcement Officer, Senior	$53,893	$68,765
Crime Analyst/Statistician	$52,083	$66,456
Customer Service Specialist I	$35,360	$45,032
Customer Service Specialist II	$38,958	$49,608
Electrician I	$42,266	$53,893
Electrician II	$46,592	$59,405
Electrician III	$48,901	$62,358
Emergency Communications Dispatcher	$40,872	$52,083
Environmental Control Officer I	$46,592	$59,405
Environmental Control Officer II	$51,334	$65,478
Environmental Control Technician	$42,266	$53,893
Equipment Mechanic I	$42,266	$53,893
Equipment Mechanic II	$47,715	$60,882
Equipment Parts Technician	$40,290	$51,334
Equipment Service Worker	$38,376	$48,901
Fire IT Support Specialist	$46,592	$59,405
GT Specialist - GIS, Senior	$51,334	$65,478

GT Specialist I - GIS	$46,592	$59,405
GT Specialist II - GIS	$42,266	$53,893
IT Support Specialist I	$42,266	$53,893
IT Support Specialist II	$46,592	$59,405
IT Support Specialist, Senior	$51,334	$65,478
Legal Secretary I-Civil	$38,958	$49,608
Legal Secretary II-Civil	$40,872	$52,083
Legal Secretary I-Criminal	$38,958	$49,608
Legal Secretary II-Criminal	$40,872	$52,083
Legal Secretary, Senior	$42,910	$54,683
Maintenance Worker I	$33,218	$42,266
Maintenance Worker II	$36,587	$46,592
Maintenance Worker III	$40,290	$51,334
Maintenance Worker IV	$44,366	$56,576
Office Specialist	$38,958	$49,608
Plans Examiner	$51,334	$65,478
Plans Examiner, Senior	$56,576	$72,218
Police Assistant I	$33,218	$42,266
Police Assistant II	$36,587	$46,592
Police Information Technology Specialist, Senior	$51,334	$65,478
Police Office Assistant I	$32,115	$40,872
Police Office Assistant II	$35,360	$45,032
Police Office Specialist	$38,958	$49,608
Property/Evidence Technician I	$38,958	$49,608
Property/Evidence Technician II	$42,910	$54,683
Public Works Inspector I	$42,266	$53,893
Public Works Inspector II	$46,592	$59,405
Public Works Inspector, Senior	$51,334	$65,478
Records Technician	$42,910	$54,683
Recreation Specialist	$37,128	$47,715
Terminal Agency Coordinator	$45,032	$57,408
Treatment Plant Electrician/Instrumentation Technician I	$42,266	$53,893
Treatment Plant Electrician/Instrumentation Technician II	$46,592	$59,405
Treatment Plant Mechanic I	$42,266	$53,893
Treatment Plant Mechanic II	$46,592	$59,405
Treatment Plant Worker	$36,587	$46,592
WW Plant Operator I	$42,266	$53,893
WW Plant Operator II	$46,592	$59,405
WW Plant Operator III	$48,901	$62,358
WW Systems Analyst	$58,219	$74,360

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

Job Class and Salary Wage Ranges	June 30, 2012	
Position	**Min Annual**	**Max Annual**
Accounting Specialist I	$34,615	$44,078
Accounting Specialist II	$38,121	$48,574
Administrative Analyst I	$48,574	$61,982
Administrative Analyst II	$53,541	$68,350
Administrative Assistant	$46,950	$59,897
Administrative Secretary	$40,008	$50,996
Building Inspector I	$43,442	$55,399
Building Inspector II	$47,871	$61,078
Business License Officer I	$41,388	$52,764
Business License Officer II	$45,602	$58,167
Chemist I	$48,574	$61,982
Chemist II	$53,541	$68,350
Code Enforce Officer I	$41,388	$52,764
Code Enforcement Officer II	$45,602	$58,167
Crime Analyst/Statistician	$48,574	$61,982
Customer Service Specialist I	$32,988	$41,993
Customer Service Specialist II	$36,324	$46,271
Electrician I	$39,432	$50,257
Electrician II	$43,442	$55,399
Emergency Communications Dispatcher	$38,121	$48,574
Environmental Control Officer I	$43,442	$55,399
Environmental Control Officer II	$47,871	$61,078
Environmental Control Technician	$39,432	$50,257
Equipment Mechanic I	$39,432	$50,257
Equipment Mechanic II	$44,508	$56,766
Equipment Parts Technician	$37,572	$47,871
Equipment Service Worker	$35,803	$45,602
Fire IT Support Specialist	$43,442	$55,399
GT Specialist I - GIS	$39,432	$50,257
GT Specialist II - GIS	$43,442	$55,399
IT Support Specialist I	$39,432	$50,257
IT Support Specialist II	$43,442	$55,399
Legal Secretary I	$36,324	$46,271
Legal Secretary II	$38,121	$48,574
Maintenance Worker I	$30,992	$39,432
Maintenance Worker II	$34,118	$43,442
Maintenance Worker III	$37,571	$47,870
Maintenance Worker IV	$41,387	$52,763
Municipal Court Clerk I	$32,987	$41,993

Municipal Court Clerk II	$36,324	$46,271
Municipal Court Clerk/Interpreter I	$34,615	$44,078
Municipal Court Clerk/Interpreter II	$38,121	$48,574
Office Specialist	$36,324	$46,271
Plans Examiner	$47,871	$61,078
Police Assistant I	$30,992	$39,432
Police Assistant II	$34,118	$43,442
Police Office Assistant I	$29,969	$38,121
Police Office Assistant II	$32,987	$41,993
Police Office Specialist	$36,324	$46,271
Property/Evidence Technician I	$36,324	$46,271
Property/Evidence Technician II	$40,008	$50,996
Public Works Inspector I	$39,432	$50,257
Public Works Inspector II	$43,442	$55,399
Records Technician	$40,008	$50,996
Recreation Specialist	$34,949	$44,508
Senior Building Inspector	$52,764	$67,354
Senior Business License Officer	$50,257	$64,138
Senior Code Enforcement Officer	$50,257	$64,138
Senior GT Specialist - GIS	$47,871	$61,078
Senior IT Support Specialist	$47,871	$61,078
Senior Legal Secretary	$40,008	$50,996
Senior Plans Examiner	$52,764	$67,354
Senior Public Works Inspector	$47,870	$61,078
Senior Police Information Technology Specialist	$47,871	$61,078
Terminal Agency Coordinator	$41,993	$53,541
Treatment Plant Electrician/Instrumentation Technician I	$39,432	$50,257
Treatment Plant Electrician/Instrumentation Technician II	$43,442	$55,399
Treatment Plant Mechanic I	$39,432	$50,257
Treatment Plant Mechanic II	$43,442	$55,399
Treatment Plant Worker	$34,118	$43,442
WW Plant Operator I	$39,432	$50,257
WW Plant Operator II	$43,442	$55,399
WW Plant Operator III	$45,602	$58,167
WW Systems Analyst	$54,329	$69,361

Appendix B – Degrees of Consanguinity and Affinity

DEGREES OF CONSANGUINITY AND AFFINITY