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SPARKS POLICE PROTECTIVE ASSOCIATION
LIEUTENANTS
July 1, 2012 - June 30, 2014

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CONTRACT

between the

CITY OF SPARKS

and the

SPARKS POLICE PROTECTIVE ASSOCIATION

covering Lieutenants

July 1, 2012 - June 30, 2014

SECTION 1: ADMINISTRATION

Article A: PREAMBLE

This Contract is entered into between the City of Sparks, Nevada, hereinafter referred to as the "City", and the Sparks Police Protective Association, hereinafter referred to as the "Association". Members of the Association employed by the City are covered by this Contract and will hereinafter be referred to as "employees".

It is the intent and purpose of the Contract 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 Association 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. It is further recognized by both the City and the Association that each party has a mutual obligation for executing the provisions of this Contract.

All employees shall perform loyal and efficient work and service, shall use their influence and best efforts to protect the properties of the City and its service to the public, and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

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

Article B: ADOPTION OF CONTRACT

Adoption: This Contract will be deemed adopted and of binding effect, terminating

negotiations during its term, upon approval and subscription of the Association and the City.

Article C: AMENDING PROCEDURES

If either the Association or the City desires to modify or change this Contract during its term, it shall serve written notice on the other party setting forth the nature of the modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within 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 Contract, effective on the agreed date.

Copies of Contract: The City will post and maintain the current Contract on the City's intranet site.

Article D: DURATION OF CONTRACT

This Contract shall take effect the first full pay period following July 1, 2012 and shall continue in force until June 30, 2014. The pay and benefits Articles of this Contract are intended to apply to all employees under this Contract who were employed with the City upon ratification of this contract and forward, unless otherwise stated.

Article E: RECOGNITION AND APPLICATION

The terms and conditions of this Contract shall apply to those employees of the classes described below, regardless of membership in the Association.

The City, subject to Chapter 288 of Nevada Revised Statutes, recognizes the Association as the exclusive negotiating agent for purposes of establishing salaries, wages, hours, and other conditions of employment for all its classified supervisory law enforcement employees in the officer position classes of:

Police Lieutenant

excluding all other law enforcement officer employees.

Article F: STRIKES AND LOCKOUTS

1. The Association will not promote, sponsor, or engage in against the City any strike, slowdown, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or by 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 Contract to comply with this pledge.

2. The City will not lock out any employees during the term of this Contract as a result of a labor dispute with the Association.

Article G: RIGHTS OF MANAGEMENT

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

1. To direct its employees;

2. To hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee;

3. To relieve any employee from duty because of lack of work or for any other legitimate reason;

4. To maintain the efficiency of its governmental operations;

5. To determine the 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.

Article H: NON-DISCRIMINATION

1. 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 Association, or because of any legitimate activity pursuant to this Contract by the individual employee or the Association on behalf of its members, nor will the City encourage membership in any other employee employment bargaining organization.

2. The Association recognizes its responsibilities as the exclusive negotiating agent and agrees to represent all employees in the Association without discrimination, interference, restraint, or coercion.

3. The provisions of the Contract 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 Association shall share equally with the City the responsibility for applying this provision of the Contract.

Article I: ASSOCIATION DUES AND SALARY CHECK-OFF PRIVILEGES

1. The employees may authorize payroll deductions for the purpose of paying Association dues.

   Upon the execution of the proper personnel payroll documents filed with the Human Resources Division, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an employee, on a monthly basis, such sums as the employee may specify for: Association dues, the City's approved group health insurance, United Way, and City-approved salary savings insurance. The City agrees to deduct the City's approved credit union on a biweekly basis.

   No authorization shall be allowed for payment of initiation fees, assessments, or fines. Each employee shall have the right to terminate such payroll deductions at the end of any payroll period upon timely execution of the proper payroll document filed with the Human Resources Division.

2. The Association 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 article. The Association 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.

3. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriated Association dues. When a member in good standing with the Association is in non- pay status for an entire pay period, no withholding will be made to cover that 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 Association dues.

Article J: SPARKS POLICE PROTECTIVE ASSOCIATION (SPPA) RELATED BUSINESS

Police Officer Activities related to the SPPA

1. All members of the SPPA Board of Directors and/or negotiation committee will be on a paid status for all union business. Overtime will not be authorized but time may be flexed with regularly scheduled work week hours. This will include but not be limited to the following: board meetings, general meetings, training, labor management meetings and special meetings called by the City or Police Chief.
   The Board of Directors consists of the following:
   President, Vice-President, Secretary, Treasurer, Four (4) Members-at-Large And Supervisor-at-Large.

2. Any five (5) members of the SPPA negotiations committee, shall be granted leave from duty with full pay for all meetings between the City and the SPPA for the purpose of negotiating the terms of the contract when such meetings and/or hearings are held pursuant to Chapter 288 or NRS.

Article K: GRIEVANCE PROCEDURE

1. Purpose: The purpose of the following grievance procedure shall be to settle as quickly as possible disputes concerning the interpretation and application of this Contract. The City may allow an aggrieved employee to employ this procedure in those areas listed in Section 288.150, paragraph 2, 'a' through 'f' of the Nevada Revised Statutes.

   For purposes of this grievance procedure, "working days" shall be defined as a regularly scheduled workday (Monday-Friday), except legal holidays specified in this Contract. 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. In the event the employee fails to comply with the time frames, the grievance is waived. Both parties may mutually agree to extend the time at any stage of the grievance proceeding.

2. Procedure: The aggrieved employee shall file the grievance in writing with the Police Chief within ten (10) working days from its occurrence. The written grievance shall clearly specify the alleged contractual violation, supporting facts, and requested remedy. The Police Chief has twenty (20) working days after the date the grievance is received to respond in writing to the grievance. During this time, the Police Chief will examine all relevant evidence and consult with the aggrieved employee. The employee may be accompanied by a representative of his or her choosing at this stage of the grievance proceeding. The Police Chief may investigate the grievance or may delegate the investigation of the grievance with a report back to the Police Chief so as to allow timely response to the grievance.

   If the grievant is not satisfied with the resolution of the grievance by the Police Chief, the grievant may appeal the grievance in writing to the City Manager within ten (10) working days of the Police Chiefs written 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. The employee may be accompanied by a representative of his or her choosing at this stage of the grievance proceeding.

   If the grievance is not settled, it may be submitted to arbitration within five (5) working days of the Manager's written reply by either of the parties upon written notice to the other party. If both parties mutually agree, time may be extended at any step of the procedure.

   The employee may be accompanied by a representative of his or her choosing at

any stage of the grievance proceeding.

The party requesting arbitration shall request a list of seven (7) names from FMCS or, if both parties agree, AAA. The parties shall use the alternative strike method to arrive at one (1) arbitrator to hear the appeal. The Association 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 closing of the hearing or receipt of a transcript, if required by the arbitrator or requested by either party. The arbitrator shall have no authority to amend or delete any of the terms of this Contract. The decision of the arbitrator shall be based solely on the terms of this Contract and evidence presented at the arbitration hearing. The decision of the arbitrator shall be final and binding except as provided by law.

The costs of the arbitrator shall be split equally by the parties. The costs of any transcript ordered by 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.

Article L: HOURS OF WORK

1. The normal work period of employees covered by this Contract shall consist of eighty (80) hours, including allowable meal periods except as provided in paragraph (2). It is recognized that in order to implement scheduled shift assignments, personnel may be required to work less than or more than the above enumerated hours. In such cases, the affected person or persons are not entitled to overtime for any excess hours worked, nor is such person or persons subject to a pay decrease for any fewer hours worked than above enumerated. It is also recognized that the City may flex any employee's hours of work with consent of the employee without incurring additional overtime liability except as mandated by the FLSA for hours worked in excess of eighty (80) hours in a fourteen (14) day work period. The scheduling of work shifts and workweeks shall be directed by the Chief of Police or designee.

   Pursuant to Section 1, Article G, the Police Chief or designee may in his/her sole discretion schedule and assign employees covered by the Contract to work any combination of four (4) ten (10) hour shifts, three (3) twelve (12) hour shifts and one (1) eight (8) hour shift or eight (8) nine (9) hour shifts and one (1) eight (8) hour shift for a total of eighty (80) assigned hours in a fourteen (14) day work period without incurring overtime liability under the Contract or the Fair Labor Standards Act. The Police Chief or designee may cancel any alternate work schedule and revert to five (5) eight (8) hour shifts or other works schedule with ten (10) calendar days notice to the Association.

   When practical, the eight (8) hour make-up day described above will be worked the

day preceding or the day following the regular worked three (3) twelve (12) hour shifts unless chosen by the employee to work another day (i.e. days off cannot be split by the supervisor, except in times of departmental staffing emergencies).

2. Employees assigned to twenty four (24) hour patrol shift coverage shall have a paid meal period of thirty (30) minutes in duration. Employees not assigned to twenty four (24) hour patrol shift coverage and who are scheduled to work eight (8) hours per day shall have unpaid scheduled meal periods up to one (1) hour in length per shift. As compensation for increasing the workday by an additional half hour, the above positions shall be paid an additional six percent (6%) of base pay not exceeding one hundred forty dollars ($140) per pay period. The City has the discretion of delaying implementation of this amendment until this change is also implemented with all SPPA bargaining units. Employees whose schedules include a paid lunch period are not eligible for the additional six (6%) of base pay not exceeding one hundred forty dollars ($140) per pay period. Note: Once the one hundred forty dollars ($140) is reached this benefit is subject to collective bargaining when the collective bargaining Contract is reopened for negotiations pursuant to NRS 288.180(1).

   If the City implements alternative work schedules such as four (4) ten (10) hour shifts, modified nine (9) hour shifts or twelve (12) hour shifts for employees not assigned to twenty four (24) hour patrol shift coverage Section 1, Article L(2) Meal Periods shall not apply and employees will at the discretion of the City be scheduled for a paid meal period of thirty (30) minutes duration included within the alternative work schedule or an unpaid meal period of up to one (1) hour in length per shift with compensation as set forth in Section 1, Article L (1) if the meal period is in addition to the assigned alternative work schedule.

3. Duty hours shall be devoted fully to the performance of assigned duties. Periods of absence for personal reasons are not credited toward duty hours and must be charged to annual leave time, leave of absence without pay, or, if resulting from legitimate illness or physical injury, to sick leave. Unworked holidays listed in Section 4, , annual leave, administrative leave with pay, sick leave, and compensatory time off pursuant to Section 4, Article J shall be counted as hours actually worked for purposes of computing FLSA and Contractual overtime. Other unpaid leave such as leave without pay shall continue to be excluded from the computation of hours actually worked for the purposes of computing FLSA and contractual overtime.

4. Except during emergency situations, employees covered by this Contract shall be permitted one 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 nine (9), ten (10), or twelve (12) hour shift.

5. This article is intended only as a basis for computing overtime and is not intended as a guarantee of hours of work per day or per week.

6. The choice of shift assignments and days off shall be granted whenever

practical, but the operating requirements of the City, as determined by the Police Chief or designee, shall prevail. Where more employees than can be accommodated request a particular shift or day off, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work and they meet the minimum acceptable production levels for the prior three months. The choice of shift assignments in the Detective Section and K9 unit, shall be granted whenever practical, and preference will be in order of seniority in date of assignment to the special assignment (not grade), and shall only prevail while the employee holds that assignment. Days off will be handled pursuant to Section 1, Article G (2) and Section 4, Article C (5).

Article M: 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 N: SAVINGS CLAUSE

1. This Contract is the entire Contract of the parties, terminating all prior Contracts and practices and concluding all negotiations during the term of this Contract, except as provided in Section 2, Article E. The City shall from time to time meet with the Association to discuss its views relative to the administration of this Contract; the Association may request discussions if it wishes.

2. Should any provisions of this Contract 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 Contract shall remain in force and effect until otherwise canceled or amended.

SECTION 2: PAY RATES

Article A. PAY RATES

1. Pay Rates: The pay rates set forth in Appendix A are gross compensation for full-time service in the several classes. No person in the classified service shall be paid at a rate above the maximum or below the minimum in the range to which the position class is assigned.

   FY 2012 through FY 2014
   Effective the pay period of July 15, 2013 through July 28, 2013, a salary increase of 15.0% above the salary rates in effect on June 30, 2013, which is intended to offset the loss of the salary increase for the July 1, 2013 through July 14, 2013

initial pay period of the FY 2013-2014. This increase expires on July 28, 2013. The increase is not retroactive, it is prospective only.

Effective the pay period beginning on July 29, 2013, a salary increase of 7.5% above the salary rates in effect on June 30, 2013, which includes the return of the previous base wage concessions of 2.5% and a market comparison increase of 5.0%. The increase is not retroactive, it is prospective only.

2. Pay-Periods: Each two-week period shall constitute a pay period. The pay period shall commence on a Monday at 0000 hours and end on a Sunday at 2400 hours. The dates of payment shall be established by the Director of Finance.

3. Initial Appointment: Upon entering the classified appointment, 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, and exceptional qualifications of a candidate for employment indicate that a higher rate would be in the City's best interest, the 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.

4. Promotion: When an employee is promoted to a position allocated to a higher pay range, she/he shall receive a salary within the range of the new position class, but not less than her/his salary at the time of promotion.

5. Demotions: When an employee is demoted within a position class or to a lower position class, the pay rate shall be commensurate with her/his new status within the range of the class in which she/he was demoted, or the range of the class into which she/he was demoted.

6. Reduction within a Position Class: The Chief of Police, with the approval of the City Manager, or the City Manager, may reduce an employee within a position class from her/his current salary to any lesser salary within the salary range for that class upon failure of the employee to maintain the standard of work set forth in the position class job specification. The employee may again be raised by the Chief of Police, with the approval of the City Manager, to a salary not to exceed that from which reduced.

7. Transfers: When an employee is transferred to a position in another class allocated to the same salary range, she/he shall receive such salary as recommended by the Chief of Police, as approved by the City Manager, provided that the salary will not be reduced.

8. Reclassification of Position: When a job classification position is reclassified to a higher pay range, the employee in that classification shall be placed in the new range at a salary not less than the current salary.

9. Full-time Service: For the purposes 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 absences with pay. Military leave exceeding fifteen (15) days duration and leave of absence without pay shall not be credited as full-time service.

Article B. PAY INCREASES

1. Probationary Period: At the completion of a six-month probationary period, an employee whose service has been certified as satisfactory by the Chief of Police and City Manager, and approved by the Civil Service Commission, shall be deemed a classified employee. The employee shall thereupon be eligible for a salary increase. The Chief of Police may, however, extend the probationary period of any new employee per Civil Service regulations. An employee shall not receive any pay increases while in probationary status, other than job classification pay rate adjustments authorized by the City Council.

2. Merit Increases: At the beginning of the first pay period of a new fiscal year, each employee who has attained classified status and who has not reached the maximum of the pay range shall be eligible for a merit pay increase, contingent upon the employee's level of job performance. Any employee who may otherwise be eligible for a merit increase, but who was denied such an increase at the beginning of the fiscal year, shall be eligible for review at the discretion of the Chief of Police for a merit salary increase at any subsequent time during the fiscal year.

   An employee who has attained classified status and who has not reached the, maximum of the pay range shall be eligible for a merit pay increase, contingent upon the employee's level of job performance, on her/his anniversary date for that position. An employee who may otherwise be eligible for a merit increase, but who was denied such an increase on the anniversary date, shall be eligible for review at the discretion of the Chief of Police at any subsequent time during the next twelve (12) months.

Article C: OVERTIME PAY

1. Overtime: All hours of work officially ordered and approved by the Department Head or designee in excess of an employee's basic work period are overtime unless the employee's hours of work are flexed with the employee's consent pursuant to Section 1, Article L (1).

2. Overtime Rate: Except when an employee is assigned to standby duty, any overtime pay shall be paid on a time and one-half (1 ½) basis.

3. Callback overtime and extensions of the workday shall be paid in the following manner:

   a. Callback Overtime: Callback overtime, including a two (2) hour minimum,

shall apply if:

(1) The employee is officially ordered to report to work by the Department Head or designee on a day when no work was scheduled for that employee excluding (d) below;

(2) On a regularly scheduled workday, the employee is ordered to report to work by the Department Head or designee with less than twelve (12) hours notice and more than thirty (30) minutes before his/her regularly scheduled work; or,

(3) On a regularly scheduled workday, the employee is officially ordered to report work by the Department Head or designee more than thirty (30) minutes after his/her regularly scheduled work.

The two (2) hour minimum to Callback Overtime shall not apply if the employee is ordered to report to work while on Standby Duty, but the provisions of Section 2, Article K shall apply.

b. Extension of the Workday Overtime: Extension of the workday overtime shall apply if such extension of the workday is officially ordered and approved by the Department Head or designee and the employee is called to duty within thirty (30) minutes before regularly scheduled work by the Department Head or designee or is called to duty within thirty (30) minutes after regularly scheduled work. Extension of the workday overtime is not subject to the two (2) hour minimum and shall be computed based on actual hours worked.

4. Scheduled Overtime: Work outside of and in addition to an employee's regularly scheduled work period which is scheduled more than twelve (12) hours before the start of scheduled work by the Department Head or designee (other than special event overtime described in Section (5)) will only be paid on a time and one-half (1 ½) basis, (excluding Other unpaid leave as described in Section 1, Article L (3)) and such work exceeds the eighty (80) hour threshold in a fourteen (14) day work period. Such work is not subject to the two (2) hour minimum.

5. Special Event Overtime: Overtime or compensatory time, at the discretion of the employee, will be paid to off-duty employees who volunteer or are assigned to work special events for which the City issues a "special event permit." Overtime work by employees at special events shall be approved in advance by the Police Chief or designee and shall be subject to the needs of the Department as determined by the Police Chief.

6. Meals: When an employee is required to work three (3) hours immediately before or immediately following her/his regular work shift, the City will furnish the employee a meal which shall not exceed a cost of seven dollars and fifty cents ($7.50). The consumption of meals provided for overtime worked will not constitute hours worked for purposes of computing overtime compensation. The employee shall be reimbursed the actual cost of the meal to a maximum of seven dollars and fifty

cents ($7.50).

Article D: EDUCATION INCENTIVE PAY

An employee shall be entitled to receive educational incentive pay as follows:

1. An employee earning an intermediate police officer standard training certificate shall be entitled to additional payment in the amount of one and one half percent (1 1/2%) of base pay, payable biweekly.

2. An employee earning thirty (30) college credits from any accredited college, twenty one (21) of such college credits being in the division of law enforcement, shall be entitled to additional payment in the amount of one and one half percent (1 1/2%) of base pay, payable biweekly.

3. An employee earning an Associate Degree in Law Enforcement, Criminal Justice, Public Administration, Psychology, Sociology, Political Science, or Administration of Justice from any accredited college shall be entitled to receive additional payment in the amount of three percent (3%) of base pay, payable biweekly.

4. An employee earning an advanced police officer standard training certificate shall be entitled to additional payment in the amount of three percent (3%) of base pay, payable biweekly. An employee earning a police management certificate shall be entitled to an additional payment equal to four percent(4%) of base pay and for a police executive management certificate, an additional payment equal to five percent (5%) of base pay.

5. Any employee earning a Baccalaureate Degree in Business Administration, Law Enforcement, Criminal Justice, Public Administration, Psychology, Sociology, Political Science, or Administration of Justice or related field receiving prior approval of the Police Chief or designee and the Human Resources Manager from any accredited college shall be entitled to receive additional payment in the amount of six percent (6%) of base pay, payable biweekly.

6. Any employee earning a Master's Degree in Business Administration, Law Enforcement, Criminal Justice, Public Administration, Psychology, Sociology, Political Science, or Administration of Justice or related field receiving prior approval of the Police Chief or designee and the Human Resources Manager from any accredited college shall be entitled to receive additional payment in the amount of eight percent (8%) of base pay, payable biweekly.

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

Article E: SPECIAL ASSIGNMENT PAY

Lieutenants – Administration, Detectives, Internal Affairs Special Assignment

Lieutenants assigned to Administration, Internal Affairs or Detectives shall be entitled to special assignment pay in the amount of ten percent (10%) of base salary biweekly for the period of such assignment.

Commander Assignment Pay

Upon assignment by the Police Chief to the duty responsibility as Commander, Lieutenants assigned as Commanders shall be entitled to special assignment pay in the amount of fifteen percent (15%) of base salary pay biweekly for the period of the assignment. Lieutenants assigned to the Commander position will be eligible only for special assignment related to the particular Commander assignment and are, therefore, not eligible for any other special assignment pay such as Administration, Detective or Internal Affairs.

Article F: ACTING TEMPORARY PAY

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 currently employed. If an employee is temporarily assigned the duties of such position for five working days, consecutive or separate, during her/his career with the department, she/he shall, for each day thereafter so assigned, be termed an "Acting Temporary" employee. Beginning with the sixth day of such work assignment, the "Acting Temporary" employee shall receive compensation 5% greater than regular compensation, not to exceed the maximum of the range for the position assigned. Upon termination of the temporary assignment, the employee shall return to her/his original compensation.

Article G: NIGHT DIFFERENTIAL PAY

1. Shifts: All work ordered by the Department Head designated as either "swing" (starting at 2:00 p.m.) or "graveyard" (starting at 8:00 or 10:00 p.m.) shall be considered night work and eligible for night differential pay. Any work designated as "day" shift even though it may overlap on "swing" or "graveyard," shall not be considered for night differential pay. Any overtime which falls into "swing" or "graveyard" shall be eligible for night differential pay.

2. Modified Shifts: All "Modified shifts" shall be eligible for night differential pay beginning at 2 pm. A modified shift is defined at a shift that varies from the normally assigned shift.

3. Special Events: Any work during special events shall be eligible for night differential pay beginning at 4 pm.

4. Night Differential Pay Rate: Upon ratification by the Association and approval by the City Council and not retroactive to July 1, 2008, the Night Differential pay rate shall be $3.04 per hour, effective upon ratification.

Article H: STANDBY DUTY

1. 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 standby duty must, to accrue standby pay, adhere to the following:

   a. At all times inform the Police Department of her/his whereabouts and how and when she/he can be reached at any time.

   b. Be available for service within 45 minutes of the time being called.

3. Pay Benefits: Those employees who have been directed by the Chief of Police or designee to Standby Duty on other than normal work schedule during a given week shall be entitled to standby pay at the rate of one-fourth (1/4) hour pay at the base pay hourly rate for each one (1) hour period of standby duty.

In the event the employee is called out to perform work while on Standby Duty, she/he shall receive "time and one-half" pay for the hours actually worked, regardless of the provisions of Section 2, Article C.

Article I: EMPLOYEE LONGEVITY

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

   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.

2. Amount of Longevity Pay: Upon ratification by the Association and approval by the City Council and not retroactive to July 1, 2008, The annual longevity pay shall be at the rate of $2000, starting at year 5, and increasing $250 each year thereafter, to a maximum payout amount of $6,000. The amount paid will be as follows:

Years Completed	Longevity Amount
5	$2000
6	$2250
7	$2500

8	$2750
9	$3000
10	$3250
11	$3500
12	$3750
13	$4000
14	$4250
15	$4500
16	$4750
17	$5000
18	$5250
19	$5500
20	$5750
21 and above	$6000

3. 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 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 employees shall be paid no later than the Wednesday before Thanksgiving of each year in which the employees otherwise qualify for this benefit.

4. 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. 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 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 the computation of longevity pay.

5. Non-creditable Service for Longevity Computation:

   a. Any period that an employee is on authorized leave of absence will be deducted from the creditable service time for longevity pay.

   b. Service while in the Auxiliary Police Force or as a Call Fireman of the City.

   c. Period or periods of service in the active military services of the United States Armed Forces in which the employee enlisted voluntarily for active service, other than periods of war time or national emergency.

6. Payment of Longevity Pay upon Termination: An eligible employee shall be paid longevity pay upon termination of employment with the City, provided she/he leaves under honorable conditions. Upon death of an employee, the longevity pay shall be

paid to the beneficiary or estate. Payment will be made for each complete month of City employment as follows:

The total number of full months employed plus the number of full months worked since the preceding November 16th.

Article J: CLOTHING ALLOWANCE

1. Uniform Allowance: Employees who are required to maintain uniforms shall be paid a uniform allowance for the proper maintenance of uniforms.

   The allowance shall be twenty ($20.00) per week computed from Monday 0000 hours through Sunday 2400 hours. All uniform allowance shall be payable biweekly with the employee's regular pay. There shall be no prorating 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.

2. Uniform Replacement: Any uniform, clothing, or equipment as required by the Police Department manual that is lost or damaged during duty hours shall be replaced by the City with uniforms or other clothing of the same brand or a substantially similar brand if the brand is unavailable. Any request for lost or damaged clothing, uniform, or equipment payable according to the provisions of this paragraph shall be made only upon request of the Chief of Police after review by the Chief of Police for the purpose of determining if the uniform, clothing, or equipment was lost or damaged by the employee while performing employment duties, not as a result of the employee's own negligence. Should the City require a complete change of uniform, including different types of both shirts and trousers or either shirts or trousers, the City shall pay employees for the number of uniforms in employee's possession when there is a change of uniforms, provided however the employee produces the old uniforms. Both parties will cooperate with the other to obtain the lowest possible price for any uniforms to be paid for by the City.

3. Watches, Cellular Phones, and Eyeglasses: The City agrees to reimburse employees to a maximum of $150.00 for each incident for each pair of eyeglasses and cellular phones, and the actual cost of prescription lenses, and seventy five $75.00 for each watch which is lost, damaged, or destroyed while performing job-related duties, as certified by the Chief of Police. If an employee has a city issued cellular phone, the reimbursement for cellular phone will not apply.

4. Effective upon ratification and approval of this Contract, where an employee's approved personally owned primary duty firearm including approved personally owned long gun/rifle is seized and placed into evidence in an officer-involved shooting or other incident within the course and scope of the officer's employment as determined by the City, the City will temporarily issue a City owned firearm (make, model and equipped at the discretion of the Police Chief or designee) until the firearm is released back to the employee while an active employee of the Sparks Police Department.

Article K: PAYMENT UPON DEATH OF EMPLOYEE

If an employee dies while owed compensation by the City, the parties recognize and agree such compensation to include wages; payments for accrued annual leave; payment for accrued compensatory hours; payment for sick leave cash out; payment for pro-rata employee longevity pay; and payment for any reimbursable expenses due to the employee shall be distributed in an expedient and legal fashion pursuant to NRS281.155.

SECTION 3: BENEFITS

Article A: GROUP HEALTH INSURANCE

1. Eligibility: All employees, other than those on temporary status, are eligible for group health insurance, and may, after initial employment following a 90-day waiting period from the first day of the month following employment, enroll in the City's group health insurance plan, provided however such employee is not excluded from enrollment by conditions of the insurance contract.

2. Group Health Insurance Premiums:

   a. Effective upon ratification and approval of this Contract, the City will pay 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 100% of the employee's health care premiums and 75% of the employee's dependents health care premium and the employee will pay 25% of the health care premiums for their dependents.. The City agrees to contribute the necessary premiums to maintain the solvency of the health insurance fund.

   b. An employee on leave without pay may continue the group health insurance coverage by prepaying the entire (100%) premium amount to the Director of Finance.

   c. Group Health Plan Benefits Committee: 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.

   The committee shall be comprised of members from the following groups:

   1. Operating Engineers *
   2. All Police Unions *
   3. IAFF (International Assn. of Fire Fighters) *
   4. Confidential

5. 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.

The committee chairperson and vice chairperson will be appointed by the City Manager and will not have a vote on the committee.

The representative 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 bargaining units (Sparks Police Protective Association, Operating Engineers Local No. 3, and International Association of Fire Fighters). Any modifications in benefits agreed to by the City Council on recommendation of the committee shall be binding upon each recognized bargaining unit.

SPPA representative(s) to the Group Health Plan Benefits Committee will continue to work with the City and other bargaining units in good faith to insure a fully funded health insurance fund that is sustained without transfers from the City's General Fund.

The city proposes to increase the employees' wage and wage-related benefits in one-half percentage (½%) increments up to a maximum of three and one-half percent (3½%) 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. SPPA Lts bargaining unit members will receive their prorated share of the savings which will be converted to salary including salary driven benefits.

Pay increase 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.

Article B: Health Insurance Upon Retirement/Sick Leave Conversion

1. Eligibility: Employees will be eligible for this benefit.

Employees who elect to have sick leave payoff in cash in accordance with this Contract 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.

Employees retiring from the City under Nevada PERS may delay implementation of retirement health insurance coverage under the terms and conditions of this Article until such time he/she wishes such coverage to commence subject to the requirements of Federal law, Nevada law, Nevada PERS regulations and the terms

and conditions of the City's Group Insurance Policy in effect at the time of the election. Employees may lose this election if the retiree has intervening employment with another Nevada public employer between the time of retirement from the City of Sparks and the election. If an employee retires and does not enroll in the group health insurance program or enrolls in the group health insurance program and then drops enrollment, the employee (or the surviving spouse of the retired employee who is deceased) may reinstate coverage during even numbered years subject to the following conditions and applicable law at the time of reinstatement, including NRS 287.0475: 1. The City of Sparks is notified of the intent to reinstate coverage no later than January 31st of an even numbered year; 2. The City of Sparks was the employee's last public employer; 3. The enrollee accepts the City of Sparks current plan at the time of reinstatement and all subsequent changes; 4. The enrollee pays 100% of the current premium being charged in a timely manner. This coverage does not include life insurance.

2. Conversion of Accumulated Sick Leave: Upon ratification by the Association and approval by the City Council and not retroactive to July 1, 2008, employees retiring and qualifying for retirement under Nevada PERS with a minimum of 20 years of total service with the City of Sparks may elect to convert a percentage of the employee's accumulated sick leave to an unfunded City account for the purpose of paying for medical coverage under the City's then-existing group medical insurance plan or the Medical Plan offered through the Public Employees Benefits Plan on a monthly basis. The schedule of conversion is as follows:

Years of Service	Conversion Percentage
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more	100%

The account would be assigned a present value as of the date of retirement equal to the number of hours of accumulated sick leave times the employee's base hourly rate at the time of retirement. The City will account for the 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.

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.

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.

This benefit is nontransferable and does not survive the retiree except as to a

surviving spouse as described.

The fund to which the accumulated sick leave is credited does not accrue interest and does not have cash value. The City pays for the retiree's medical coverage by debiting the monthly cost of such coverage from the retiree's accumulated sick leave balance and paying the actual cost out of the appropriate City fund.

Should an employee transfer into this contract from another unit or resolution within the City, the employee will retain the conversion benefit earned under the previous contract.

Article C: RETIREMENT

The retirement rights of the employee are as provided by the Statutes of the State of Nevada. The City agrees to pay 100% of the contribution to the Public Employee's Retirement Plan.

Article D: TUITION REIMBURSEMENT

Effective upon ratification and approval of this Contract, the Finance Director, upon proof of course completion, shall pay one hundred percent (100%) of tuition, lab fees, required textbooks and ancillary written course materials, not to exceed one thousand dollar ($1,000.00) per fiscal year for job-related courses including degree(s) in Business Administration, Law Enforcement, Criminal Justice, Public Administration, Psychology, Sociology, Political Science and Administration of Justice or related courses, which are approved in writing in advance by the Chief of Police or designee and Human Resources Manager.

All courses must be "accredited" as determined by the Police Chief or designee and the Human Resources Manager. Accredited defined as accrediting agencies approved by the U.S. Secretary of Education – currently approved: National – Council for Higher Education Accreditation (CHEA); Regional – New England Association of Schools and Colleges (NEASC), North Central Association of Schools and Colleges (NCA), Middle States Association of Schools and Colleges (MSA), Southern Association of Colleges and Schools (SACA), Western Association of Schools and Colleges (WASC) and Distance Education and Training Council (DETC).

Tuition Reimbursement is also available for advanced training in a police science program or police related courses and/or seminars with advance approval by the Police Chief or his designee, and the Human Resources Manager.

Payment will be made only on course completion with a credit average of "C" grade. Where a course is graded "Satisfactory" or "Unsatisfactory", only the "Satisfactory" grade will be accepted. Where a course is not graded, payment will be made on a Certificate of Completion.

SECTION 4: LEAVE BENEFITS

Article A: HOLIDAYS, HOLIDAY PAY AND PERSONAL DAY

1. Effective upon ratification of this Contract, the following holidays will be observed:

New Year's Day	January 1
M.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 4
Labor Day	1st Monday in September
Nevada Day	Last Friday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Family Day	Day after Thanksgiving
Christmas Day	December 25

and any other day that may be declared a holiday by the Mayor of the City of Sparks, or a state holiday as declared by the Governor of the State of Nevada, or a national holiday as 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. Where one of the above 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 the above holidays falls on the second or succeeding days of consecutive scheduled days off, the next succeeding workday shall be observed as a holiday.

   An employee shall be paid holiday pay for all hours worked during the 24 hour time period of a holiday. Holidays occurring when an employee is on annual leave shall not be counted as annual leave taken; however, the employee shall be compensated at straight time.

3. In order to be eligible for holiday pay, an employee must be on the active payroll of the City and must have worked her/his full regularly scheduled workdays 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 for work for any one of the reasons qualifying for sick leave shall not be eligible for holiday pay. In such an event, the employee shall not be charged for taking sick leave; however, the employee shall be compensated at straight time.

4. An employee who has worked one of the above holidays falling within his/her scheduled workweek shall receive two and one-half (2 1/2) times base pay for all

hours worked.

5. Alternative Shift Assignment – For employees assigned to four (4) ten (10) hour shifts, modified nine (9) hour shifts and/or three (3) twelve (12) hour shifts holiday pay will be paid at two and one-half (2 ½) times base pay as is currently the practice. Any overtime worked in addition to scheduled hours on recognized holidays would be paid at the holiday pay rate. Any employee who takes holiday leave will receive at the rate of normal worked hours (i.e. eight (8), ten (10), or twelve (12) hour increments. In order to be eligible for holiday pay, an employee must be on the active payroll of the City and must have worked his/her full regularly scheduled workdays before and after the holiday, unless excused by the Police Chief or designee.

Article B: ANNUAL LEAVE

1. Eligibility: For the purpose of determining eligibility for annual leave allowance, the term "continuous service" shall be that service commencing with appointment to a position with the City and continuing until resignation or discharge.

   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.

2. Qualifying Period: An employee is not entitled to take annual leave until classified status is attained.

3. Upon ratification by the Association and approval by the City Council and not retroactive to July 1, 2008, a regular, full-time employee will be granted annual leave benefits as follows:

Years of Continuous Service	Annual leave Earning Rate Biweekly 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

Annual leave credits shall accrue for each pay period the covered employee is in full pay status for both regularly scheduled workweeks. If an employee has leave without pay hours during the biweekly pay period, annual leave shall be accrued on a pro-rata basis. Temporary employees are ineligible for annual leave benefits.

The maximum annual leave accrual of four hundred eighty (480) hours may be lifted

and unlimited accrual permitted with written approval and at the discretion of the Chief of Police and City Manager.

4. An employee shall be paid at the regular hourly rate for each hour of annual leave taken. Annual leave shall be charged on the basis of one hour for each full hour or fractional portion of an hour of annual leave taken.

5. Choice of annual leave dates shall be granted whenever practical, but the operating requirements of the City, as determined by the Chief of Police, shall prevail. Where more employees than can be released for annual leave request a particular period, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work. The choice of annual leave dates in the Detective Section and K9 unit, shall be granted whenever practical, and preference will be in order of seniority in date of assignment to the special assignment (not grade), and shall only prevail while the employee holds that assignment. Any separation in assignment of a special assignment (i.e. reassigned to patrol) of 30 calendar days or more will create a new date of assignment for seniority purposes.

6. Loss of Annual leave: It is declared to be the policy of the City that employees be required to take their normal annual leaves each year, provided, however, that for reasons deemed sufficient by the Chief of Police, take less than the normal annual leave one year with a correspondingly longer annual leave the following year.

7. 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 without fault on her/his part, and who has earned annual leave, may be granted a annual leave for the time so earned not to exceed the maximum for the classification. 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 accrued to her/his credit.

8. Death of Employee: Upon the death of a person presently on the employment records of the City, a lump sum payment for the accumulated annual leave accrued to her/his credit will be made to the designated beneficiary.

9. Advancing Annual leave Time: Under unusual circumstances, advanced annual leave time may be authorized. Requests for advanced annual leave time will require the Chief of Police'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 requests.

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 hour. Fractions of hours of leave taken shall be considered as the next largest hour.

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 allowance, the term "continuous service" shall be that service commencing with the appointment to a position with the City and continuing until resignation or discharge.

   For the purpose of determining sick leave earned, the term "actual service" shall mean the number of days actually worked on the job, provided, however, that absence from work due to sick leave with pay, annual leave with pay, injury or illness incurred in City service, and absence on temporary military duty shall be deemed actual service.

2. Qualifying Period: An employee is not entitled to take sick leave until classified status has been attained.

3. Accrual of Sick Leave:

   a. Basic Workweek: Employees working on a classified or probationary basis shall earn sick leave credit at the rate of five hours per biweekly pay period. If an employee has leave-without-pay hours during the biweekly pay period, sick leave shall be accrued on a pro-rata basis.

   b. Unrestricted Maximum: Accumulation of sick leave accruing to an employee's credit which is not used during the year in which earned may accumulate from year to year without restriction to a maximum amount. Accrual of sick leave shall cease after any period of continuous sick leave having a duration of six calendar months for a non-job-related injury or illness.

4. Authorized Use of Sick Leave: Sick leave with pay can only be granted upon the approval of the Chief of Police in the case of a bona fide illness of an employee or a member of her/his immediate family defined as: spouse or her/his immediate children or parents. Sick leave with pay may also be granted and used in the case of death of a relative to the third degree of consanguinity and affinity or domestic partner. (Table attached as an Appendix B.) Sick Leave used for bereavement leave shall be limited to forty (40) hours per incident, except as approved in advance by the City Manager or designee. Such use of bereavement leave is limited to the relatives listed in the Appendix or domestic partner.

5. Certificate of Illness: Evidence in the form of a physician's certificate or certificates of illness executed by the employee and the Chief of Police 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 is requested. Certificates may be required by the Chief of Police when there is: (1) absence in excess of three days, or (2) whenever there is reason to believe that the sick leave is being abused. A release for work, detailing work restrictions, if any, may be

required when an employee is returning to work after an injury.

6. 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 her/his willful misconduct.

   b. Disability arising from intentional misconduct which is in violation of federal, state, or local statute; written City or departmental policy; or direct order of the Chief of Police.

   c. Sickness or disability sustained while on leave without pay.

   d. Fraudulent Claim: Any employee claiming sick leave with pay knowing that such claimant or the claimant's family was not, in fact, sick or otherwise entitled thereto shall forfeit all accumulated sick leave and shall not be allowed to accrue or use paid sick leave for a period of 13 pay periods thereafter. It shall be the duty of the Department Head or designee to enforce this provision.

7. Advancing Sick Leave: Upon application of an employee and approval and justification by the Chief of Police, an employee may be advanced sick leave. Advanced sick leave will not exceed 60 days and will be subject to the following:

   a. Request for advancement of sick leave will be supported by a medical certificate or workers' compensation disability.

   b. All available accumulated sick leave will be exhausted before advancement.

   c. All available accumulated annual leave leave will be exhausted before advancement.

   d. There is reasonable assurance that the employee will return to duty to earn and repay the advance credits. The City Manager will be the final approving authority on such requests.

8. 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, she/he shall not receive sick pay under this section for the same time; or, having received the same prior to the recovery of damages, she/he shall repay the City for any amount paid therefore under this section, and the City shall credit sick leave accrual accordingly.

9. 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 hour. Fractions of hours of sick leave shall be considered as the next largest whole hour.

10. Payment for Unused Sick Leave: Upon ratification by the Association and approval by the City Council and not retroactive to July 1, 2008, the City shall pay, upon non-job-related death or separation in good standing of an employee who has had ten years of Service with the City, an amount equal to twenty percent (20%)of unused accumulated sick leave earned with the City. Upon non-job-related death or retirement of an employee who has had 20 or more years of service with the City, the City shall pay an amount equal to 35% of unused accumulated sick leave eared with the City. Payment shall be made at the employee's hourly rate of compensation at time of termination, except that this provision shall not apply when an employee is terminated for "cause". Payment for Unused Sick Leave may be made in cash to the employee, may be used toward the purchase of PERS service credit, or paid into the employee's deferred compensation account, at the discretion of the employee. Retirement shall mean a retirement from the City, not necessarily activating the State of Nevada Public Employees Retirement System. 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 100% of accrued sick leave at her/his current hourly rate.

Article D: CATASTROPHIC SICK LEAVE BANK

As used in this section, "catastrophic" means:

1. The employee is unable to perform the duties of her/his position because of a serious illness or accident which is life threatening or which will require a lengthy convalescence; or

2. There is a serious illness or accident which is life threatening or which will require the lengthy convalescence in the employee's immediate family.

An employee may request in writing that a specified number of hours of accrued annual leave, holiday, compensatory time, or sick leave be transferred from her/his account to the account for catastrophic sick leave.

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

An employee who qualifies for leave under this section may request, in writing, that a specified number of hours be transferred from the catastrophic sick leave bank to her/his own account. The request should include, at a minimum:

1. The employee's name

2. A description of the catastrophe and the expected duration.

An employee may not receive leave from the account for catastrophic sick leave until all of her/his accrued has been exhausted.

An employee who receives leave from this account is entitled to pay at her/his own rate of pay.

Upon receipt of a request for use of catastrophic sick leave, the Chief of Police shall notify the President of the Sparks Police Protective Association. A committee made up of two appointees of the Sparks Police Protective Association and two appointees of the Chief shall meet to review the request. The committee may approve or deny transfer of a specified number of hours from the account for catastrophic sick leave 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 shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists.

The committee shall not grant any hours of leave from the account for catastrophic sick leave after:

1. The catastrophe ceases to exist; or

2. The employee who is receiving the leave resigns, or her/his employment with the appointing authority is terminated.

Any leave which the employee received from the account for catastrophic sick leave which was not used at the time the catastrophe ceased to exist or upon resignation or termination of employment of the employee must be returned to the account for catastrophic sick leave.

Article E: AWARD FOR NON USE OF SICK LEAVE

An employee shall receive three days off from work if she/he has not used any accrued sick leave during the fiscal year, July 1 through June 30, two days off for using one day or less, and one day off for using two days or less. The awarded days off will correspond with the employee's regular shift assignment. The selection of the day(s) shall be approved by the Chief of Police 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. This benefit received by the employee will be added to the employee's annual leave by the first (1st) full pay period following August 1.

Article F: SERVICE-CONNECTED DISABILITY LEAVE

If an employee is absent due to a service-connected injury, she/he shall receive current,

full, regular pay of 60 days in any 12-month period, without being charged any sick and/or annual leave. After 60 days, the employee shall, by notifying the Risk Management Division, 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 sick leave balance is zero hours, the employee shall be charged annual leave until annual leave balance is zero hours. Upon depletion of the sick leave and annual leave hours to a zero balance, the employee shall be compensated by only Option 1. The employee cannot change from the original selected option.

The following procedure shall be adhered to when an employee is compensated by the City, within the maximum 60 days in a 12-month period, and/or when an employee is compensated under Option 2 above:

A. All Workers' Compensation checks shall be promptly endorsed by the employee and submitted to the Risk Management Division.

B. The employee shall be credited first for annual leave and then sick leave hours charged during this disability, in proportion to hours used which relate to the Workers' Compensation check. For example, 80 hours x 2/3 = 53.3 hours of credit for either annual or sick leave.

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

Upon ratification and approval of this Contract, 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 AND EMPLOYEE TRAVEL

Court Leave

An 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 be compensated at overtime rate of pay, providing not less than two (2) hours compensation for one (1) or more appearance(s) within any two (2) hour period. Appearance(s) includes multiple defendants and/or multiple courts. Employees will not

receive multiple two (2) hour minimums for multiple subpoenas within a two (2) hour period. 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.

An 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 her/him to miss. The employee shall be entitled to retain the following witness fees: any jury, witness, or other fee to which she/he may be entitled by reason of appearance in any court, DMV hearing, or as a result of a lawfully executed subpoena, and in all cases, the employee shall retain mileage allowances.

Under no circumstances will an employee receive witness fees for any appearance in Sparks Municipal Court unless subpoenaed by a defense attorney and the fees are paid by her/him.

This Article does not apply where the employee is called as a witness on behalf of the plaintiff or is a plaintiff in a civil suit in which the City is a named defendant.

Employee Travel - Employee travel including, but limited to travel for training, overnight travel, and portal-to-portal, etc. will be covered by the FLSA (Fair Labor Standards Act) Rules and Regulations.

Article H: MILITARY LEAVE

1. Military leave shall be in compliance with the Uniformed Services Employment & Reemployment Rights Acts of 1994 (Administrative Instruction HR-21).

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: ABSENCE WITHOUT LEAVE

1. An employee who serves less than a full number of working hours in a pay period, and such absence is not compensated for by sick leave, annual leave leave, or other paid leave, shall have an amount deducted from the regular compensation for that period equal to the pay for the number of regular hours not worked.

2. 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.

Article J: COMPENSATORY TIME

1. Compensatory time is time off which may be given an employee during a regularly

scheduled work period to compensate for overtime hours accumulated for which no payment was made. It is accrued at one and one-half (1 ½) hours compensatory time for each hour worked.

When requesting an employee to work overtime, the supervisor shall place at the option of the employee the right to be paid overtime for the additional work or the right to accrue compensatory time.

2. Granting of Compensatory Time: Granting of compensatory time off is subject to the following:

   a. That the period of overtime was necessary and proper and had been properly authorized by the Chief of Police.

   b. That the awarding of specific days or work shift assignments as compensatory time is within the discretion of the Chief of Police in order that employees may properly be allocated to meet the City's obligation.

   c. The request for use of compensatory time off will be approved or denied within seventy-two (72) hours of request being presented to the immediate supervisor

3. Settlement for Unused Compensatory Time: Payment for unused compensatory time is authorized to be paid in the event of termination, retirement, or death.

4. Payment for Lost Compensatory Time: In the event that the employee accruing compensatory time has not taken the time off, the employee shall be paid for all time on the books through the pay period which includes Nov. 30 of each year no later than the second pay date December of the same year except that, at the employee's option, the employee may elect in writing not later than December 1 of each year to carry over accrued compensatory time not to exceed 120 hours.

5. In the event Lieutenants are assigned to the Patrol Division, they shall accrue two point seven (2.7) hours of straight time or four point one (4.1) hours compensatory time per biweekly pay period to compensate the Lieutenants for time spent preparing for daily briefings.

Article K: PERSONAL LEAVE

Two eight (8) hour personal days to be used during the fiscal year on a date mutually agreeable to the employee and Police Chief or designee and subject to the operational requirements of the Department. In the event that an employee's personal day is denied by his/her supervisor due to operational requirements, the employee will not lose that personal day unless that employee is provided the opportunity to use such personal day and refuses such use. This benefit will be effective upon the first full day of the first full pay period following each July 1st. Personal Days will be paid at the number of hours of the employee's assigned shift (i.e. employees scheduled for a 12 hour shift will be granted personal days of 12 hours).

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives this 17th day of JULY, 2013.

CITY OF SPARKS

Geno R. Martini

GENO R. MARTINI, MAYOR

ATTEST:

Teresa Gardner

Teresa Gardner
CITY CLERK

APPROVED AS TO FORM:

Chester H. Adams
City Attorney

SPARKS POLICE PROTECTIVE ASSOCIATION - LIEUTENANTS

BY

Brian Miller

APPENDIX "A"

CITY OF SPARKS
POLICE LIEUTENANTS
CLASSIFICATION SALARY RANGE

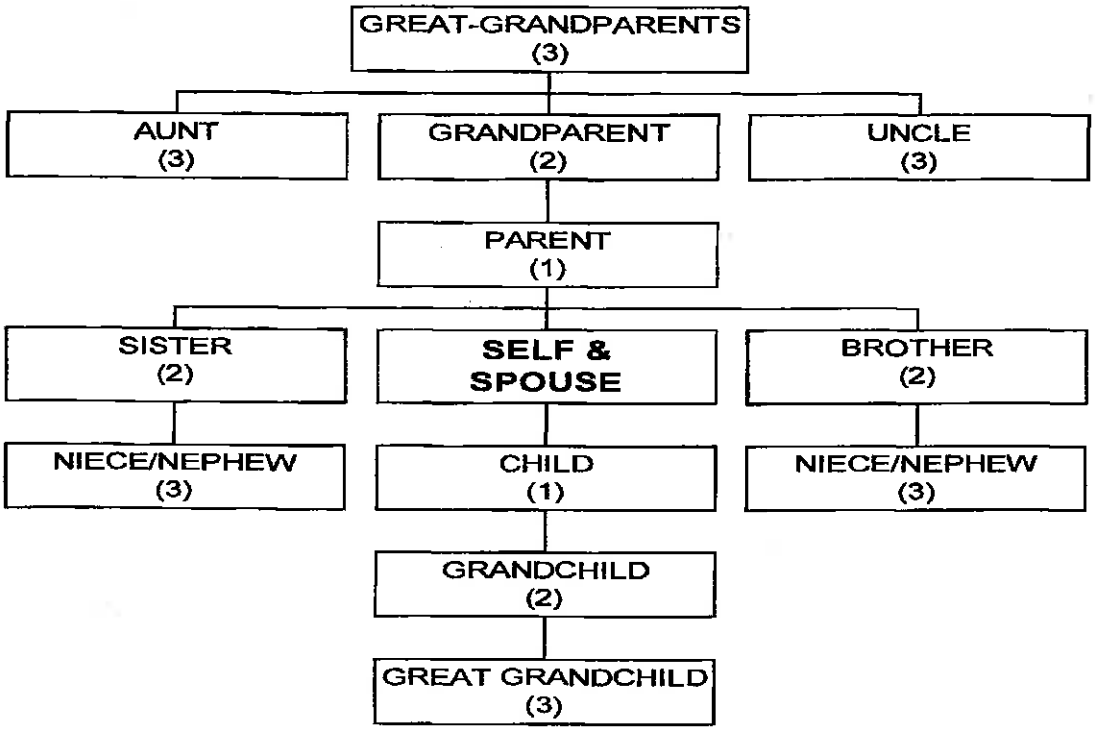
POSITIONS IN THIS CONTRACT:
Police Lieutenants

Effective Date and Base Salary Adjustment Comment	Annual Minimum Salary Rate*	Annual Maximum Salary Rate*
Base Salary Rate at June 30, 2013	$67,538	$86,112
Base Salary Rate from July 15 through July 28, 2013	$77,667	$99,029
Base Salary Rate at July 29, 2013	$72,613	$92,581

*Amounts are rounded. For the exact salary amounts refer to the City of Sparks "Position Report by Title" Schedule, which is the ruling document for all salary rates.

Appendix B

DEGREES OF CONSANGUINITY AND AFFINITY



Note – spouse includes Domestic Partner