

AC-5815  
11.08.2021

**Agreement**  
**between the**  
**CITY OF SPARKS**  
**and the**  
**ASSOCIATION OF SPARKS FIRE DEPARTMENT CLASSIFIED CHIEF OFFICERS**  
**July 1, 2021 through June 30, 2024**

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## **SECTION 1 - ADMINISTRATION**

### **Article A. PREAMBLE**

This Agreement is entered into between the CITY OF SPARKS, NEVADA, hereinafter referred to as the "City," and the ASSOCIATION OF SPARKS FIRE DEPARTMENT CLASSIFIED CHIEF OFFICERS, hereinafter referred to as the "Association." Members of the Association, employed by the City, 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 Association that the City is engaged in rendering public service 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 services; 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 agreement between the parties, other than those portions of public employment agreements that are expressly provided for, or excluded from by state statute, is set forth herein.

### **Article B. ADOPTION OF AGREEMENT**

1. **Adoption:** This Agreement will be deemed adopted and of binding effect, terminating negotiations during its term, upon approval and subscription of the Association and the City.
2. **Copy of Agreement:** The City agrees to post the current bargaining agreement on the City Intranet.
3. **Scope of Negotiations and Amendments:** By adopting this Agreement, the Association 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.
4. **Bulletin Boards:** The City shall permit all reasonable use of Bulletin Boards located in the respective fire houses of the City. All materials posted by the Association shall be in good taste and shall not contain information which would embarrass or coerce any employee or official of the City.
5. **Rules and Regulations:** Any changes in Sparks Fire Department Rules and Standard Operating Procedures, as amended from time to time shall be made at the discretion of the Fire Chief with the approval of the City Manager, as long as Rules and Regulations are not in conflict with the existing contractual agreement and provided such changes are posted in accordance with Department policy for not less than ten (10) days prior to the effective date of such changes.

### **Article C. AMENDING PROCEDURE**

1. **Amendments:** If either the Association 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 modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of the proposal. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become part of the Agreement, effective on the agreed date.
2. **Benefits:** No presently existing benefit, whether monetary or otherwise, may be reduced below its present level, whether such benefit is the subject of this contract, regular, ordinary, regulation or established custom of the

Fire Department; except that any such benefit shall be subject to negotiation and may be eliminated, reduced or increased, as a result of such negotiation.

**Article D. DURATION OF AGREEMENT**

The Parties hereby agree to a three-year term for the collective bargaining agreement from July 1, 2021 through June 30, 2024. All other terms and conditions of the September 28, 2020 Collective Bargaining Agreement covering the Chief Officers between the City and the Association of Sparks Fire Department Classified Chief Officers shall remain in effect except as otherwise stated in this Agreement.

**Article E. RECOGNITION AND APPLICATION**

The terms and conditions of the Agreement shall apply to those employees in the positions listed in Appendix A; regardless of membership in the Association.

The City recognizes the Association as the exclusive negotiating agent for purposes of establishing salaries, wages, hours, and other conditions of employment pursuant to NRS 288.150 for the positions listed in Appendix A.

**Article F. STRIKES AND LOCKOUTS**

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

**Article G. RIGHTS OF MANAGEMENT**

The City is entitled, without negotiation or references:

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 operation;
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; and,
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 Agreement 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 Agreement shall be applied equally to all employees in the negotiation unit without discrimination due to political affiliation, or any protected class in accordance with any state or federal law. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

#### **Article I. ASSOCIATION DUES AND SALARY CHECK-OFF PRIVILEGES**

1. Employees may authorize payroll deductions for the purpose of paying Association dues. The City agrees to deduct from the employee wages, on a bi-weekly basis, such sums as the employee may specify. 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 Payroll.
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 them in error due to 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 of 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. ASSOCIATION ACTIVITIES**

1. Three (3) members of the Association, subject to the operational needs of the department, shall be granted leave from duty with full pay for all meetings between the City and the Association for the purpose of negotiating the terms of the contract when such meetings and/or hearings are held pursuant to Chapter 288 of NRS. Negotiating leave from duty shall not exceed an aggregate total of one hundred (100) hours per year.
2. Subject to the operational needs of the department, any three (3) members of the Association's grievance committee shall be granted leave from duty with full pay for all meetings between the City and Association for the purpose of processing grievances when such meetings and/or hearings are held pursuant to this Agreement. Grievance leave from duty shall not exceed an aggregate total of twenty-five (25) hours per year.

#### **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 the Agreement.
2. Definition of 'Working Day': For the purpose of this article, a working day shall be defined as a normal Monday through Friday work day, holidays excluded.
3. Time Frames: Grievances not filed within the required time frames shall be forfeited. Grievances not responded to by the City within time frames shall be automatically moved to the next step as if the grievance was denied. The City and Association may agree in writing to extend any time requirements of this Article.
4. Procedures:
  - a. STEP 1 - The employee concerned must within twenty (20) working days from the day employee is grieved, take up the grievance with the Fire Chief or designee who shall attempt to resolve the matter at the time.

If the grievance is not settled during informal discussions within twenty (20) days of its occurrence, and the employee wishes to appeal the matter, within five (5) days employee will move to Step 2.

- b. STEP 2 - The employee concerned may, in the presence of a representative of the Association or a representative of employee's choosing, submit a grievance in writing to the Fire Chief or designee. The Fire Chief or designee shall attempt to resolve the grievance at that time and render a written decision within twenty (20) working days.
- c. STEP 3 - If the grievance is not settled at Step 2, the grievance shall be submitted within ten (10) working days to the City Manager or designee. The City Manager, after examination of all relevant evidence and after consultation with the aggrieved employee or employee's representative, will render a written decision within twenty (20) working days after receipt of the grievance.
- d. STEP 4 - If the grievance is not settled at Step 3 the grievance shall be submitted to arbitration within five (5) working days by either of the parties upon written notice to the other party. The arbitration board shall consist of the following: (1) an appointee of the employer, (2) an appointee of the Association, and (3) the above two (2) appointees shall select the third member of the board from a list of five names supplied by the American Arbitration Association. This person shall serve as chairman. In selecting this person, each appointee shall remove one name from the list until only one remains. The remaining name will be the chairman.

The majority of the arbitration board shall render a decision and, failing to reach a majority, the decision of the chairman shall prevail. The findings of the arbitration board shall be final and binding on all parties concerned. The cost of any arbitration, or award, shall be at the discretion of the arbitrators. The cost for the services of the chairman shall be shared equally by both parties. Each party shall be responsible for paying its appointee to the board. The arbitrator's decision shall be rendered within thirty (30) days after a transcript, if required, is submitted.

#### **Article L. HOURS OF WORK**

1. The normal work period of employees covered by this Agreement shall consist of either seven (7) days for forty (40) hour employees, or twelve (12) days for fifty-six (56) hour employees. It is recognized that in order to implement scheduled shift assignments, that personnel may be required to work less than or more than the above enumerated hours. The Fire Chief may assign an employee from a fifty-six (56) hour work week to a forty (40) hour work week. In this event, the forty (40) hour provisions of this Agreement will apply. Accordingly:
  - a. Annual and sick leave balances will be multiplied by 5/7 to convert to a forty (40) hour work week equivalent.
  - b. When returning to a fifty-six (56) hour work week, annual and sick leave balances will be multiplied by 7/5 to convert to a fifty-six (56) hour work week equivalent.
  - c. All such schedule changes shall begin at the start of a pay period and end with the end of a pay period.
  - d. Assignment will not entitle the employee to receive holiday benefits more than once for any one (1) holiday. All scheduling of work shifts and work weeks shall be directed by the Fire Chief.
  - e. Nothing precludes an assignment by the Fire Chief or designee on a temporary basis.
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 or worker's compensation leave.
3. This Article is intended only as basis for computing overtime and is not intended as a guarantee of work per day or per week.

4. FLSA Work Period: The work period for purposes of computing FLSA overtime is seven (7) days for forty (40) hour employees and twelve (12) days for fifty-six (56) hour employees.
5. FLSA Actual Work Hours:
  - a. Non-Worked Holiday: For purposes of calculating FLSA overtime, non-worked holiday leave will be considered as “actual time worked”.
  - b. Worked Holiday: For purposes of calculating FLSA overtime, worked holiday time will be considered as “actual time worked” and no deduction or adjustment will be assessed.
  - c. Except as provided above, paid but unworked time such as annual leave, leave without pay, overtime, accrued compensatory time, and sick leave will not be considered as “actual time worked” for the purposes of calculating FLSA overtime.

#### **Article M. CONSOLIDATION**

The City agrees to negotiate with the Association over the impact and effects of consolidation on represented employees. Nothing in this article will prevent the City from making the decision to consolidate.

#### **Article N. SAVINGS CLAUSE**

1. This Agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiation during the term of this Agreement, except as provided in Section 1, Article B.
2. 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, or 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.

### **SECTION 2 – PAY**

#### **Article A. PAY RATES**

1. Pay Rates: The pay rates set forth in Appendix "A" are base pay rates for full-time service. No employee shall be paid at a rate above the maximum or below the minimum in the range to which employee's position class is assigned.
  - a. Effective the first full pay period after July 1, 2021, base pay rates and individual employee pay rates will be increased three percent (3%). The first one and one-half percent (1.5%) increase above base pay rates shall constitute a cost of living adjustment (COLA). In recognition of employees' commitment to the City and their community during the height of the COVID-19 pandemic, during which employees were unable to work remotely and were required to work on-site due to the nature of their positions, the remaining one and one-half percent (1.5%) increase above base pay rates may constitute premium pay to the extent permitted under the American Rescue Plan Act. Any COLA that becomes effective on or after July 1, 2022, shall apply to the base pay rates as adjusted pursuant to this subparagraph.
  - b. Effective the first full pay period following July 1, 2022, a COLA equal to that received by the employees represented by the International Association of Fire Fighters Local No. 1265 shall be applied to each position listed in Appendix A and each base salary.
  - c. Effective the first full pay period following July 1, 2023, a COLA equal to that received by the employees represented by the International Association of Fire Fighters Local No. 1265 shall be applied to each position listed in Appendix A and each base salary.

d. Effective the first full pay period following July 1, 2021 (retroactive to the beginning of the first full pay period following July 1, 2021), an additional two and one-half percent (2.5%) shall be added to the top of the pay range for each position class. This additional two and one-half percent (2.5%) shall be added after the increase to base pay rates described above.

- 2. Pay Periods: Each two-week period shall constitute a pay period. The pay period shall commence on Monday at 12:00 a.m. and end on a Sunday at 11:59 p.m. The dates of payment shall be established by the City.
- 3. Promotions: Upon promotion to Battalion Chief or Fire Marshal the probationary employee shall receive the maximum of the salary range minus five percent (5%), if the employee has less than seven-hundred, twenty (720) hours, for a fifty-six (56) hour employees, or less than four-hundred, eighty (480) hours, for a forty (40) hour employee of Acting time at the Battalion Chief or Fire Marshal level.

Once the probationary employee reaches seven-hundred, twenty (720) hours for a fifty-six (56) hour employee or four-hundred, eighty (480) hours for a forty (40) hour employee, at the beginning of the next first full pay period, employee will receive the maximum salary range for the position.

All hours accrued prior to promotion to Battalion Chief or Fire Marshal, as well as those hours accrued after promotion, will count toward the seven-hundred, twenty (720) or four-hundred, eighty (480) hour threshold for salary purposes

If the employee already has seven-hundred, twenty (720) hours or greater, for a fifty-six (56) hour employee, or four-hundred, eighty (480) for a forty (40) hour employee, of Acting time at the Battalion Chief or Fire Marshal level when promoted, employee will automatically receive the maximum of the salary range for the position.

- 4. Demotions: When an employee is demoted within a position or to a lower position, the pay rate shall be commensurate with employee's new status within the range position in which employee was demoted.
- 5. Reduction within a Position Class: The Fire Chief, with the approval of the City Manager, may reduce an employee within a position class from 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 description. The employee may again be raised by the Fire Chief, with the approval of the City Manager, to a salary not to exceed that from which employee was reduced.
- 6. Transfers: When an employee is transferred to a position in another class allocated to the same salary range, employee shall receive such salary as recommended by the Fire Chief, as approved by the City Manager, provided that employee's salary will not be reduced. An employee may gain or lose as much as 2.6 hours of annual or sick leave in a year's time as a result of changing accrual rates.

For example:

$$(40 \text{ hour}) 26 \text{ pay periods} \times 4.6 = 119.6 \times 7/5 = 167.44$$

$$(56 \text{ hour}) 26 \text{ pay periods} \times 6.5 = 169.0; \text{ or}$$

$$(40 \text{ hour}) 26 \text{ pay periods} \times 6.5 = 169.0 \times 7/5 = 236.60$$

$$(56 \text{ hour}) 26 \text{ pay periods} \times 9.0 = 234.0$$

Whenever an employee is transferred from a fifty-six (56) hour to a forty (40) hour work week, employee shall be paid at the forty (40) hour rate, except for light duty assignment specified in Paragraph 10.

- 7. 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 pay range at a salary not less than employee's current salary.
- 8. Full-Time Service: For the purpose of determining eligibility for salary advancements and accrual 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.

9. Light Duty Pay: When an employee is assigned to light duty because of a temporary physical disability or condition, employee shall be paid at the rate of normal duty assignment without regard to the temporary duty schedule. A temporary duty assignment shall not exceed six (6) months.
10. Division Chief Special Assignment: Upon assignment by the Fire Chief to the duty responsibility of Division Chief, Battalion Chief or the Fire Marshal, employee shall be entitled to special assignment pay in the amount of ten percent (10%) of base salary for a forty (40) hour employee biweekly for the period of the assignment.

#### **Article B. PAY INCREASES**

Pay rates and increases are covered in Section 2, Article A.

#### **Article C. OVERTIME**

1. Contractual Overtime: All hours in excess of an employee's straight time are overtime. All non-emergency overtime shall be pre-approved by the Chief. Overtime pay shall be paid on a time and one-half (1.5) basis of the employee's basic rate of pay.
2. FLSA Overtime: FLSA overtime is computed and paid at time and one-half (1.5) the employee's regular hourly rate for all hours actually worked in excess of 40 hours during the seven (7) day work period for forty (40) hour employees and for all hours worked in excess of ninety-one (91) hours during the twelve (12) day work period for fifty-six (56) hour employee. Employees are not entitled to both contractual and FLSA overtime for the same hours worked.
3. Extension of the Work Day: If an employee arrives to duty within one (1) hour prior to or remains on duty after employee's regularly scheduled shift has ended as a result of either an emergency incident to maintain minimum staffing, such additional work shall be regarded as Extension of the Work Day. Such Extension of the Work Day shall be paid as overtime pay (or extension of call back) for the actual duration of the extension.
4. Callback Overtime – Two (2) Hour Minimum: An employee who is called back in situations not covered by paragraph 2, for any overtime work required of an employee on a day when no work was scheduled for the employee or for which the employee is required to return to the place of employment, shall be considered to be at least two (2) hours in duration.
5. Emergency Callback Overtime: For purposes of this contract, emergency callback overtime shall be defined as overtime required due to an emergency incident alarm, including, but not limited to, working incidents, natural or manmade disasters, and civil disorders where less than twelve (12) hours' notice of the call back has been provided to the employee. Emergency callback overtime shall not be counted against the time list for non-emergency overtime. Subject to the regulations of the Nevada Public Retirement System (PERS), emergency callback overtime shall be reported to PERS as compensable overtime for retirement purposes.
6. Non-Emergency Overtime: For the purposes of this contract, non-emergency overtime shall be prearranged, with at least twelve (12) hours' notice given or an extension of the regularly scheduled day in order to maintain required staffing or for situations not covered under D. of this Article. All non-emergency overtime shall be distributed and rotated equally among employees, for the position to be filled, to the extent possible, as tracked by the Fire Time Tracking System.
7. Guideline for filling Battalion Chief position: If overtime is required for a Battalion Chief position, the following guideline will be used: 1) If the shift is below minimum staffing, a Battalion Chief will have the first right of acceptance or refusal of the overtime required.; 2) if the shift is above minimum staffing, an Acting Battalion Chief will be appointed in accordance with SOP 1.4, Acting Positions.

8. Overtime Meals: An employee working at least four hours of emergency callback shall be either reimbursed for a meal up to fifteen dollars (\$15.00) or have a meal provided by the City.
9. Special Event Overtime: Overtime will be paid to off-duty employees who agree to work at non-traditional fire suppression or prevention activities, such as Victorian Square events. Employees who are interested in working special event overtime shall place their names on a sign-up list posted not less than seven (7) calendar days in advance of the event.

If more employees sign up for the event than are needed, first preference for time and date to be worked will be given to individuals as they appear on the department special event overtime list. Overtime work by employees at special events shall be approved in advance by the Fire Chief, or designee, and shall be subject to the operational needs of the department.

In certain circumstances, such as testing validation, the same individual may be needed to work the special event/assignment on consecutive days. When this situation occurs, the Fire Chief will notify the Association's President, or designee, before posting the sign-up list. The sign-up list will indicate that the same individual(s) will be needed for the duration of the event. If a member is scheduled for employee's regular shift assignment during the event, another member may be selected from the event sign up list to cover the member's regularly scheduled shift subject to the needs of the department.

**Article D. EDUCATIONAL INCENTIVE PAY**

1. Educational Incentive: An employee shall receive payment for education as follows:
  - a. An employee earning an Executive Fire Officer Certificate from the National Fire Academy shall receive four percent (4%) of base biweekly pay.
  - b. An employee earning a Bachelor's Degree in fire science, public or business administration, management, industrial or civil engineering, political science, or as approved by the Fire Chief and Human Resources Manager shall receive six percent (6%) of base biweekly pay.
  - c. An employee earning a Master's Degree in fire science, public or business administration, management, industrial or civil engineering, political science, or as approved by the Fire Chief and Human Resources Manager shall receive eight percent (8%) of base biweekly pay.

An employee who is entitled to more than one of the above educational incentive pays shall receive the highest payment and no combination thereof. It shall be the responsibility of the individual to furnish a certified transcript to the Human Resources Manager before payment will be made.

Education Incentive will not be paid until a certified transcript is provided to Human Resources, and will not be retroactive.

**Article E. ACTING TEMPORARY PAY**

1. The Fire Chief or the City Manager may temporarily assign an Employee to serve in an acting position allocated to a higher pay range than that in which employed. The Fire Chief or City Manager shall define the period of time in which the Employee will act.
2. Acting Pay during work hours shall be as follows:

Battalion Chief to Division Chief	Acting Employee's Hourly Pay +5%
Division Chief /Fire Marshal to Fire Chief less than 30 calendar days of acting time	Acting Employee's Hourly Pay +5%
Division Chief /Fire Marshal to Fire Chief 30 calendar days or greater of acting time	Acting Employee's Hourly Pay +10%
Battalion Chief to Fire Chief	Acting Employee's Hourly Pay +20%

3. Acting Fire Chief during non-work hours:
  - a. When acting as the Fire Chief, the Employee shall receive 5% of the acting Employee’s hourly pay for each non-worked hour not on duty (hourly pay x .05 = off duty acting rate per hour.) Only when Acting for the Fire Chief shall the employee receive the non-work hours acting pay.
  - b. Normal callback rules apply as outlined in Section 2, Article C. Overtime.

**Article F. STAND BY DUTY**

1. Definition: A period of non-duty hours when an employee is assigned to be available to respond to their duty station without delay. The Fire Chief may assign stand-by duty at his/her discretion.
2. Requirements: An employee assigned to stand-by duty must, to accrue stand-by pay, adhere to the following:
  - a. Provide a telephone number where they can be contacted.
  - b. Report for duty at their assigned station within one (1) hour after being paged or called. The one (1) hour requirement may be waived if the roadway system has been compromised by the emergency.
3. Pay Benefits: Those employees who have been assigned by the Fire Chief to stand-by duty shall be entitled to stand-by pay at the rate of one-quarter (1/4) of their base hourly rate for each one (1) hour period of stand-by duty.

When an employee is called back to work while on stand-by duty, stand-by pay shall stop and the employee shall be paid at their time and one-half (1½) hourly rate from the time of the page or call. The provisions of Section 2, Article C, shall apply. When an employee is no longer required to be on duty, employee may be placed back on stand-by duty status or released to off-duty status.

**Article G. EMPLOYEE LONGEVITY**

1. Eligibility: All employees who have completed five (5) 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.
2. Amount of Longevity Pay: Longevity pay shall be at the rate of two-thousand five hundred dollars (\$2,500.00) starting at year five (5), and increasing, according to the below-listed chart to a maximum payout of seven thousand seven hundred dollars (\$7,700.00). The amount will be paid as follows:

Years	Longevity	Years	Longevity
5	\$2,500	13	\$4,900
6	\$2,750	14	\$5,250
7	\$3,000	15	\$5,600
8	\$3,250	16	\$5,950
9	\$3,500	17	\$6,300
10	\$3,850	18	\$6,650
11	\$4,200	19	\$7,000
12	\$4,550	20	\$7,350
<b>21 Years or more</b>		<b>\$7,700</b>	

3. Payment of Longevity Pay Upon Termination: Employees terminating during the year prior to the payout date will receive a full longevity payout.
4. Payment of Longevity upon Death: Longevity shall be paid to employee’s beneficiary or estate. Payment will be made for each complete month of employment by dividing the total number of months employed since the preceding November 30 by twelve (12) times half a percent (0.5%).

## **Article H. CLOTHING ALLOWANCE AND PERSONAL ITEM REPLACEMENT**

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

This allowance shall be twenty dollars (\$20.00) per week, computed from Monday at 12:00 a.m. through Sunday 11:59 p.m.

All uniform allowance shall be payable with the employee's regular pay each pay period. 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. **Protective Clothing and Equipment:** The City agrees to supply protective clothing and protective equipment for all employees covered by this contract. The City further agrees to replace protective clothing and protective equipment when they become worn, damaged, and obsolete or, no longer meet minimum safety standards.
3. **Watches and Eyeglasses:** The City agrees to reimburse employees for watches and eyeglasses that are damaged, lost or destroyed on the fire ground or while performing job-related duties to a maximum of one-hundred dollars (\$100.00) for each incident, as approved by the Fire Chief.
4. **Cell Phone Replacement:** The City agrees to reimburse employees for cellular phones that are damaged, lost or destroyed on the fire ground or while performing job-related duties to a maximum of one-hundred, fifty dollars (\$150.00) for each incident, as approved by the Fire Chief. If an employee has been provided a city-issued cellular phone, the replacement for cellular phone will not apply.
5. **Cell-Phone Allowance:** At the employee's request, the City may authorize a subsidy of seventy-five dollars (\$75.00) per month for the use of a personal cell phone. If an employee opts to use a city-issued cell phone, the allowance will not apply.

## **Article I. BILINGUAL PAY**

1. Employees who are bilingual shall be entitled to bilingual pay in the amount of one hundred dollars (\$100.00) biweekly. The City will design and implement a testing process to determine whether an Employee qualifies for bilingual pay. Bilingual pay will be effective with the first full pay period after the Employee's qualification for bilingual pay. Employees receiving bilingual pay must make themselves available while on duty to engage in translation duties and must comply with any request they receive while on duty to engage in translation. An employee who fails to comply with this provision may be removed from the list of employees eligible to receive bilingual pay.

## **SECTION 3 – BENEFITS**

### **Article A. GROUP HEALTH INSURANCE**

1. **Eligibility:** All employees are eligible for group health and life insurance, and may after initial employment, on the first day of the month following employment, enroll in the City's group health plan (medical, dental, vision, Rx, life) provided, however, such employee is not excluded from enrollment by conditions of the City's Group Health Insurance Plan Document.
2. **City-Employee Share of Premium:**
  - a. The City shall pay one-hundred percent (100%) of the premiums for the group health and life insurance coverage for each employee. Effective July 1, 2007, the City will pay seventy-five percent (75%) of the employee's eligible dependent's group health plan premiums, employees will pay twenty-five percent (25%) of their eligible dependent's group health plan premiums.

- b. The City shall maintain an equal or better standard of group health insurance coverage unless change is agreed to as provided in Paragraph 3 of this Article.
  - c. An employee on leave without pay who exceeds the limits set by the Family Medical Leave Act (FMLA) may continue the group health insurance coverage by pre-paying the entire one hundred percent (100%) premium amount to the City.
3. Group Health Care Committee: The purpose of this Committee is to discuss cost containment measures and to recommend to the City Council any benefit changes to the City's self-insured Group Health and Life insurance plan.

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

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

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

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

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

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

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

The purpose of this Committee is to discuss cost containment measures and to recommend to the City Council any benefit changes to the City's self-insured medical, dental, vision and life plans.

#### **Article B. RETIREE MEDICAL BENEFIT**

Any employee with a minimum of twenty (20) years of service with the City who retires and qualifies for retirement benefits under Nevada Public Employees Retirement System (PERS) will be entitled to the following benefit:

1. The City will pay sixty percent (60%) of the health insurance premiums (medical, dental, vision, Rx, life) under the City's group health insurance plan for the retired employee and employee's spouse at the time of retirement and so long as married to the retiree. However, this benefit cannot be combined with any employer subsidy under Nevada Law.
2. When the retired employee reaches the eligibility age for Medicare benefits, the City agrees to pay fifty (50%) of the health insurance premiums only for the retired employee. The retired employees' benefit will continue until the retired employee's death.

3. Spousal survivor benefits: In the event of the retiree's death, the covered spouse's benefit shall continue until the spouse's death, remarriage or the date the retiree would have reached the age of Medicare eligibility, whichever occurs first.
4. Sick leave conversion benefits pursuant to Section 4 Article C, may be applied toward the remaining portion of the monthly health insurance premium so long as there is a balance of accumulated sick leave conversion funds.
5. Any employee who retires under PERS may continue group health insurance for that portion not covered under Paragraph 4 by paying in advance the monthly health insurance premium amount calculated for employee/dependent(s) to the City.

#### **Article C. RETIREMENT**

1. Except as provided in Paragraph 2 below, the retirement rights of the employees are as provided by the statutes of the State of Nevada.
2. The City will pay 100% of the employee's retirement contribution to the Public Employees Retirement System (PERS). Eligible compensation and service credit is determined at the sole discretion of PERS.

#### **Article D. TUITION REIMBURSEMENT**

Upon written approval by the Fire Chief and Human Resources Manager, the City shall pay one hundred percent (100%) of tuition, lab fees, required textbooks, and ancillary written course materials, not to exceed one-thousand, five-hundred dollars (\$1,500.00) per fiscal year. For tuition reimbursement to be considered (subject to final approval), advance notice of tuition reimbursement requests must be submitted to the Fire Chief prior to the class start date and time. In the case the employee has limited notice of the training opportunity, an email may be submitted to the Fire Chief and shall serve as advanced notice when followed up by the completion of the appropriate documentation on the employee's next work shift. If no request is submitted to the Fire Chief prior to the class start date and time, the employee will be ineligible for tuition reimbursement.

Tuition reimbursement is intended to pay for required and elective courses in a degree or certificate program in which the employee is enrolled in fire science, public or business administration, management, industrial or civil engineering, or political science. Tuition reimbursement is also available for advanced training in a fire science program with advance written approval by the Fire Chief and Human Resources Manager.

The Fire Chief may approve the use of tuition reimbursement for education classes or conferences that do not satisfy a degree or certificate program. The approval of these classes by the Fire Chief will be determined to satisfy the training and operational needs of the city for which the employee is being allowed to attend outside of the normal city training program(s) process.

Payment will be made only upon receipt of proof of course completion with a final grade of "C" or higher. 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 upon receipt of a Certificate of Completion.

#### **Article E. PHYSICAL EXAMINATION**

All Association employees covered under this Agreement shall be required to have a complete medical examination conducted each calendar year, as prescribed under NRS 216 and 217, and NAC 216 and 217. Every attempt will be made to schedule this examination during work hours.

If the needs of the department make it impossible for the employee to schedule the examination during work hours, the employee will be entitled to schedule up to three (3) hours of paid overtime during off-duty hours to complete the examination.

The medical examination shall be accomplished by a licensed medical doctor who shall be required to report the findings of the physical examination to the Human Resources Manager.

The City will designate the physician who is to perform the physical examination. The physical examination shall consist of all those essential elements to determine the physical fitness of the employee and shall meet minimum requirements of NRS.

Employees required to have examinations shall have their physical examination accomplished during the month of their individual birth date of each calendar year.

#### **Article F. MATCHING DEFERRED COMPENSATION**

Each employee who is an active participant and contributes a minimum of one hundred dollars (\$100.00) per pay period to a City-approved deferred compensation program will have their contributions matched by the City, not to exceed one hundred dollars (\$100.00) per pay period, capped at the Internal Revenue Service amount. If an employee does not have a City-authorized deferred compensation account, the City will not be required to provide any matching monies.

#### **SECTION 4 – LEAVE BENEFITS**

##### **Article A. HOLIDAYS AND HOLIDAY PAY**

1. The following holidays will be observed:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Nevada Day	Last Friday in October
Veteran's Day	November 11
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

or any other day that might be declared a holiday by the Mayor of the City of Sparks, or by the Governor of the State of Nevada, or by the President of the United States.

For 40-hour employees: in the event New Year's Day, July 4<sup>th</sup>, Veteran's Day, or Christmas Day fall on a Sunday, the following Monday is observed as the holiday. If those holidays fall on a Saturday, the preceding Friday will be observed as the holiday.

2. All 56-hour work week, 24-hour shift employees shall receive twelve (12) hours of holiday pay for holidays specified in Section A of this article.
3. Where one of the above holidays occurs when an employee is scheduled to work a 40-hour week, the employee will be compensated at straight time (paid holiday) for their normal scheduled hours. Where one of the above holidays falls on an employee's first scheduled day off, the preceding day shall be observed as employee holiday and where one of the above holidays falls on employee's second or succeeding scheduled day off, the succeeding work day shall be observed as employee holiday.

For an employee on a flexible work schedule, the Fire Chief or designee may, with prior notice, change the employee's schedule to accommodate the business needs of the Fire Department the week of the holiday.

4. An employee who is scheduled to work one of the above holidays and is an employee scheduled to work a 40-hour week, shall receive two (2) times base pay for the holiday hours worked.

## 5. Holiday Compensatory Time (HCT)

- a. Election for HCT: All 56-hour work week, 24-hour shift employees who have satisfactorily completed their entry-level probationary period may elect to receive holiday compensatory time in lieu of holiday pay, as provided in Paragraph 2 (above). The election of HCT will be made by the employee in writing prior to January 1 and July 1 of any fiscal year, and such election shall remain in force and effect until changed at a subsequent election. HCT will be earned at the rate of twelve (12) hours per holiday after the holiday is worked, and be subject to a maximum of four hundred and eighty (480) hours, after which all accrued hours will be paid in accordance with Paragraph F (below).
- b. Scheduling HCT: A requesting employee who has earned and accrued HCT may request HCT off by entering the request in the Fire Department Time Tracking System. HCT off will be used in increments of twelve (12) hours.

Use of accrued HCT is subject to the approval of the agreement by the requesting and relief employee at least twenty-four (24) hours prior to the affected shift. Except for the twenty-four (24) hour notice requirement, HCT off is governed by the current Sparks Fire Department Rules and Regulations "Shift Trading." Approval for such time off shall not be unreasonably withheld. HCT will be tracked in the Fire Department Time Tracking System.

- c. Deduction of HCT: For each shift off, any employee approved to use HCT will have accrued hours deleted from the employee's accrued holiday pay/HCT in 12/24 hour increments and will receive no pay or other prorated monetary benefits for such holiday compensatory time, except as provided below for payment for unused HCT. The accounting of the deletion of 12/24 hours of accrued compensatory time per shift of the requesting employee will be the sole basis for payment of the relief employee at no additional cost impact to the City. The exception to the hour increment is emergency callback, which will be treated in the same manner as shift trades.
- d. Compensation for Relief Employee: The requesting employee's banked hours will be transferred to the relief employee's banked hours. Hours worked by the relief employee(s) pursuant to this Article will not be a basis for overtime pursuant to Section 2 Article C unless the requesting employee is called back to work. The failure of any relief employee to work a shift(s), without an approved illness, injury or emergency approved in writing by the relief employee's immediate supervisor, will result in the relief employee forfeiting twelve (12) hours of holiday pay/HCT for each missed shift.
- e. Effect on FLSA: Hours worked pursuant to this Article shall not increase/decrease the requesting/relief employees' entitlement to FLSA overtime.
- f. Payment for Unused HCT: Payment for unused or banked hours may be requested by the employee at any time by sending a written request to the Payroll Division requesting such payment.

When transferred into or within this bargaining unit all HCT hours banked shall be converted to retain the same monetary value at the employee's new pay rate.

## **Article B. ANNUAL**

1. Eligibility: For the purpose of determining eligibility for annual leave allowance, the term "continuous service" shall be that service commencing with promotion 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, vacation with pay, injury or illness incurred in the City's service and absence on temporary military duty shall be deemed "actual service."



3. An employee is not entitled to take annual leave until the completion of six (6) months employment with the City.
4. A regular, full-time employee will be granted vacation benefits as follows:

Years of Continuous Service	Accrual Rate 40 Hour Employees per Bi-Weekly Pay Period	Accrual Rate 56 Hour Employees per Bi-Weekly Pay Period
Less than 5 years	4.6 hours	6.5 hours
5 years or more	6.5 hours	9.0 hours
15 years or more	7.9 hours	11.0 hours
20 years or more	8.4 hours	12.0 hours
Maximum Accumulation	500 hours	500 hours

The vacation accrual maximum of 500 hours may be waived with written approval of the Fire Chief and City Manager. Vacation credits shall accrue for each pay period on a pro-rated basis.

5. An employee shall be paid at the regular hourly rate for each hour of vacation time taken.
6. Choice of vacation dates shall be granted whenever practical, but the operating requirements of the City, as determined by the Fire Chief, shall prevail. Where more employees than can be released for vacation request a particular period, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work.
7. Resignation and/or Retirement: A person about to resign or retire under the provisions of PERS or who is to be laid off without fault on employee's part, and who has earned a vacation, may be granted a vacation for the time so earned not to exceed the annual maximum for employee's position. Such vacation must be taken prior to the effective date of any such resignation, retirement or lay-off; or, in lieu of such vacation, an employee shall be granted a lump sum payment for vacation time accrued to employee's credit.
8. Death of Employee: Upon the death of an employee presently on the employment records of this City, a lump sum payment for the accumulated vacation time accrued to employee's credit will be made to employee's beneficiary or estate.
9. Advancing Vacation Time: Under unusual circumstances, advance vacation time may be authorized. Requests for advanced vacation time will require the Fire Chief's approval and full justification. Each request for advanced vacation 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 Vacation Time to be Taken: The minimum vacation which may be taken at one time by an employee shall be one (1) hour. Fractions of hours of leave shall be considered as the next largest whole hour for fifty-six (56) hour employees. Vacation time may be taken partial hours for forty (40) hour employees. There is no minimum "normal vacation" to be taken.
11. Annual Conversion: Once per fiscal year, an employee may elect to cash out annual leave up to eight (80) hours in forty (40) hour increments. The employee must have a minimum of one-hundred, sixty (160) hours to utilize this benefit. This request must be made using the appropriate form as determined by the Payroll Division.

#### **Article C. SICK LEAVE**

1. For the purpose of determining eligibility for sick leave allowance, the term "continuous service" shall be that service commencing with appointment to a position within 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, vacation

with pay, injury or illness incurred in the city service and absence on temporary military duty shall be deemed actual service.

2. Qualifying Period: There is no qualifying period for the use of sick leave
3. Accrual of Sick Leave:
  - a. 40-Hour Work Week: Employees which have a 40-hour basic work week 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.
  - b. 56-Hour Work Week: Employees which have a 56-hour basic work week shall earn sick leave credit at the rate of seven (7) hours per bi-weekly pay period or major fraction thereof, computed on the basis of calendar days of actual service.
  - c. Unrestricted Maximum: Employees shall accumulate sick leave without limitation (unlimited). Accrual of sick leave shall cease after any period of continuous sick leave having a duration of six (6) calendar months.
4. Authorized Use of Sick Leave: Sick leave with pay can be granted upon the approval of the Fire Chief or designee in the case of a bona fide illness or injury of an employee or illness, injury or death of any relative within the third (3rd) degree of consanguinity or affinity; to wit: spouse, parent, child, sibling, grandparent or grandchild, as outlined in Appendix B. For leave not covered under the Family Medical Leave Act (FMLA), use of sick leave for the illness, injury or death of any said relatives during any calendar year shall not exceed ten (10) days per any such illness, injury or death or an aggregate total of thirty (30) days during any calendar year for forty (40) hour employees. For fifty-six (56) hour employees, during any calendar year shall not exceed ninety-six (96) hours per any such illness, injury or death or an aggregate total of one-hundred, forty-four (144) hours during any calendar year. Due to unforeseen circumstances, with Fire Chief approval, more leave may be granted. If applicable, Family Medical Leave will apply concurrently.
5. Certificate of Illness: Evidence in the form of a physician's certificate or certificate of illness shall be furnished as proof of adequacy of the reason for the employee's absence during the time when sick leave was requested. Certificates may be required by the Fire Chief when there is an absence in excess of three (3) days; or, 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 or illness.
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 conduct which is in violation of federal, state or local statute, written City or departmental policy, or direct order of the Fire Chief.
  - b. Sickness or disability sustained while on Leave without Pay.
7. Fraudulent Claim: Any person claiming sick leave, with pay, and the Fire Chief approving the same where it is shown that such claim was made or approved by such claimant or the Fire Chief 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. It shall be the duty of the City Manager to enforce this provision.
8. Advancing Sick Leave: Upon application of an employee and approval and justification by the Fire Chief, 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 vacation 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.
9. Minimum Sick Leave to be Taken: The minimum sick leave time which may be taken at any one time by any employee shall be one (1) hour. Fractions of hours of sick leave shall be considered as the next largest whole hour.

10. Sick Leave Conversion:

- a. 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.
- b. Conversion of Accumulated Sick Leave: Employees retiring and qualifying for retirement under Nevada PERS with twenty (20) years or more of total service with the City of Sparks may elect to convert the following percentages of the employee's accumulated sick leave balance to an unfunded city account for the purpose of paying for health benefits under the City's group health insurance plan, or other subsidy on a monthly basis.

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 multiplied by the employee's base hourly rate multiplied by the conversion percentage at the time of retirement. The City will account for a retiree's accumulated sick leave and debit said account on a dollar-for-dollar basis. The City will pay the retiree's 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, or the retiree agrees to pay for the costs themselves.

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, or the coverage is paid for by the surviving spouse.

This benefit is nontransferable and does not survive the retiree except as to a surviving spouse as described above.

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

11. Payment for Accumulated Sick Leave: The City shall pay upon non-job related death of an employee or employee who has had ten (10) years of service with the City, payment equal to ten percent (10%) of employee's total accumulated sick leave and an employee who has had twenty (20) years of service with the City, payment equal to fifteen percent (15%) of employee's total accumulated Sick Leave earned with the City. In the event of a job-related death or total permanent disability as determined under Workers Compensation, the City shall pay 100% of the accumulated sick leave to employee's beneficiary or estate.

The payment shall be computed at the employee's hourly rate of compensation at retirement or death.

Retirement shall mean retirement from the Nevada PERS. It shall also be understood that the employee retiring shall be paid, unless terminated for "cause."

**Article D. CATASTROPHIC LEAVE**

Employees shall be allowed to voluntarily transfer up to a maximum of ninety-six (96) hours of their accumulated sick leave during any calendar year to another member of either IAFF Local 1265 or the Sparks Fire Department Classified Chief Officers unit who has no accumulated sick hours, but who is otherwise eligible to take paid sick leave. The employee to whom sick time is donated must have exhausted all paid time prior to receiving donated time.

- a. The maximum amount of accumulated sick leave transferred to any employee under the terms of this article shall be nine hundred sixty (960) hours per calendar year for forty (40) hour employees or one thousand four hundred forty (1,440) hours for fifty-six (56) hour employees.
- b. Once sick leave has been donated and transferred, it cannot be refunded to the donor making the transfer. If the employee receiving the donation does not utilize all time donated, they will retain any remaining balance. This does not preclude any future catastrophic leave transfers between members.
- c. There is no maximum on the number of individuals to which ninety-six (96) hour donations may be made in a year (i.e. one employee may donate to several employees in a year).

**Article E. WORKERS COMPENSATION LEAVE**

If an employee is absent due to an industrial injury or occupational disease with the City, employee shall receive current, full, regular pay of sixty (60) days in any twelve (12) month period, without being charged any sick and/or annual leave. This leave shall be known as workers' compensation leave.

Employees who have used all sixty (60) days of workers' compensation leave, or those with an industrial injury or occupational disease with a different employer may elect to receive current, full, regular pay and benefits from the City instead of the wage replacement benefits pursuant to NRS 616 and 617. In order to receive this payment, 1/3 of the cost of the current, full regular pay must be charged first to an employee's sick leave bank until it is exhausted to a zero (0) balance, and second to an employee's annual leave bank until it is exhausted to a zero (0) balance.

If the employee does not wish to utilize sick leave and annual leave in this manner, the employee must notify Human Resources and shall accept as full compensation the amount received pursuant to NRS Chapters 616/617. Once this election is made, it may not be changed.

After all workers' compensation leave, sick leave and annual leave are exhausted, the employee shall accept as full compensation the amount received pursuant to NRS Chapters 616/617.

If applicable, the employee shall promptly endorse workers' compensation checks and submit them to Human Resources. In no event shall an employee be allowed to receive workers' compensation as well as compensation from the City.

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

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

**Article F. 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 that employee has received during the course of City employment, shall receive full compensation as though employee were actually on the job during such time. 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 employee to miss.

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

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 his City employment, employee may be entitled to retain from court fees reasonable allowances for expenses incurred.

**Article G. MILITARY LEAVE**

Any employee of the City who is absent due to being called into military services for the United States or the State of Nevada, to serve under orders for military duty, shall be relieved from duties upon employee's request to serve without loss in regular 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 vacation.

Military leave shall be granted in accordance with the City's Administrative Rule on Military Leave.

The City will compensate all military reservists for any difference between the military pay received and the employee's base pay (including education pay and clothing allowance, and division chief assignment pay if applicable) at the beginning of military reservist leave.

**Article H. 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. Certain types of compensation (special pays), may be prorated based on hours of absence without leave.

**Article I. COMPENSATORY TIME**

Employees may request, with the approval of the Fire Chief, or designee compensatory time off. Compensatory time will be taken in either twelve (12) or twenty-four (24) increments for fifty-six (56) hour employees or any increment for forty (40) hour employees and is subject to annual leave selections as outlined in Section 4, Article B(6). Approval for such time off shall not be unreasonably withheld. An employee may cash out hours from the Compensatory Time Bank by submitting a written request to the Payroll Division.

The balance in the compensatory time bank will at no time exceed two-hundred, eighty-eight (288) hours. Once the two-hundred eighty-eight (288) maximum balance is reached, all overtime worked will be paid as overtime.

**Article J. SHIFT TRADING**

Shift commanders shall be on duty at the fire station for any shift trades pursuant to this Article.

**Article K. PERSONAL DAYS**

Personal days shall be awarded to each employee on initial date of promotion and at the beginning of each fiscal year; and, are to be used during the fiscal year.

Forty (40) hour employees	24 hours
Fifty-Six (56) hour employees	36 hours

The full 24-hour or 36-hour award shall be made to all employees in the unit for each fiscal year. All fifty-six (56) hour employees covered by the Fire Chief Officers contract shall have their personal days automatically rolled into their Holiday Compensatory Time (HCT) accounts. At that time, the leave will be considered HCT and used according to contract provisions. Employees who terminate prior to using the personal days in a fiscal year shall be compensated for the remaining balance.

#### **Article L. EDUCATION LEAVE**

The purpose of educational leave is to enable an employee to attend professional development training or classes when normally scheduled to work. Educational leave will not be used for mandatory departmental training.

Educational leave may be used when an employee is scheduled to work but desires to attend any educational instruction. Educational leave includes travel time to and from the training or class as well as time between multiple day classes where travel back to the employee's duty station is impractical due to the distance or travel means, subject to the approval of the Fire Chief. Employees shall be eligible for up to a maximum of seventy-two (72) hours of educational leave per fiscal year, which must be taken for a minimum of four (4) hours per leave request. Forty (40) hour employees will be able to use less than four (4) hours per leave request subject to the approval of the Fire Chief.

An employee will be required to give ninety-six (96) hours advance notice to the Fire Chief when educational leave will be taken. The operating requirements of the City as determined by the Fire Chief shall prevail.

#### **Article M. USE OF LEAVE DURING A HEALTH EMERGENCY**

A health emergency is any event during which the United States, State of Nevada, Washoe County, and/or City of Sparks declare(s) an emergency caused by a health concern that impacts the City and its employees. During a health emergency, the City will comply with any relevant local, state, and/or federal guidance that the City determines is applicable to establish protocols to protect the health and safety of its workforce and the public.

When a health emergency relates to a communicable illness, an employee who is exposed or potentially exposed to the communicable illness that is the subject of the health emergency (illness), the City may require the employee to remain away from work in order to self-isolate and/or quarantine in accordance with the City's protocols and applicable local, state, and/or federal guidance.

During any period of required self-isolation and/or quarantine, an employee who is able to work from home and whose duties allow them to work from home will be allowed to work from home. If an employee is unable to work from home, the employee will be placed on administrative leave while he or she is required to self-isolate and/or quarantine. When an employee is placed on administrative leave to self-isolate and/or quarantine, the following rules apply:

1. Where the exposure or potential exposure to the illness occurred on duty, the employee will be placed on paid administrative leave for the duration of the required period of self-isolation and/or quarantine. In the event federal and/or state law provides for any additional leave specific to the health emergency, any period of paid administrative leave will be counted against such additional leave to the extent permitted by law.
2. Where the exposure or potential exposure to the illness occurred off duty, the employee will be placed on unpaid administrative leave for the duration of the required period of self-isolation and/or quarantine. An employee placed on unpaid administrative leave under this Article may elect to use any accrued sick leave the employee has available in order to receive pay during the required period of self-isolation and/or quarantine. If the employee exhausts his or her available sick leave while self-isolating or quarantining, he or she may elect to apply any other leave(s) in lieu of sick leave in the following order: compensatory time, administrative/personal leave, annual leave. In the event federal and/or state law provides for any additional leave specific to the health emergency, the employee may use such additional leave in order to receive pay during the required period of self-isolation and/or quarantine to the extent permitted by law.

For the purposes of this Article only, an employee who complies with the City’s health and safety protocols and is exposed or potentially exposed to the illness at work will be rebuttably presumed to have been exposed or potentially exposed to the illness while on duty. Any claimed on-duty exposure or potential exposure to the illness must be reported to the employee’s supervisor immediately so that the City may take immediate steps to combat further exposure to the illness.


An employee who fails to comply with the City’s health and safety protocols, including but not limited to any travel restrictions, social distancing restrictions, or reporting requirements, which are in effect at the time of exposure or potential exposure, will be rebuttably presumed to have to have been exposed or potentially exposed to the illness while off duty. To overcome this presumption, an employee must show, by clear and convincing evidence, that his or her exposure or potential exposure to the illness occurred while the employee was on duty and acting in compliance with the City’s health and safety protocols. The Association and the City recognize and agree that in order to protect the health and safety of employees and the community, it is imperative that employees comply with the City’s health and safety protocols, and any employee who fails to comply with the City’s health and safety protocols waives his or her right to seek paid administrative leave under this provision.


Paid administrative leave under this Article shall not be construed to have any effect on or relevance to any determination of eligibility for industrial insurance benefits.

**IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives.**

ASSN. OF SPARKS FIRE DEPT.  
CLASSIFIED CHIEF OFFICERS

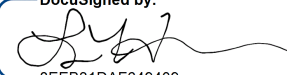
CITY OF SPARKS

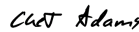
DocuSigned by:  
  
James Kindness, Chief Negotiator

DocuSigned by:  
  
Ed Lawson, Mayor

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:  
  
Lisa Hunderman, City Clerk

DocuSigned by:  
  
Chester H. Adams, City Attorney

**APPENDIX A. JOB CLASS & SALARY WAGE RANGES\*****Fire Battalion Chief – 56 Hours**

<b>July 5, 2021</b>				
	<b>COLA 3.0%</b>		<b>Max Increase 2.5%</b>	
	Hourly	Annual	Hourly	Annual
Minimum	\$35.29	\$102,764		
Maximum	\$45.04	\$131,156	\$46.17	\$134,447

**Fire Battalion Chief – 40 Hours**

<b>July 5, 2021</b>				
	<b>COLA 3.0%</b>		<b>Max Increase 2.5%</b>	
	Hourly	Annual	Hourly	Annual
Minimum	\$51.86	\$107,869		
Maximum	\$66.22	\$137,738	\$67.88	\$141,190

**Fire Marshal**

<b>July 5, 2021</b>				
	<b>COLA 3.0%</b>		<b>Max Increase 2.5%</b>	
	Hourly	Annual	Hourly	Annual
Minimum	\$51.86	\$107,869		
Maximum	\$66.22	\$137,738	\$67.88	\$141,190

**Fire Battalion Chief – 40 Hours - Division Chief Special Pay\*\***

<b>July 5, 2021</b>				
	<b>COLA 3.0%</b>		<b>Max Increase 2.5%</b>	
	DC Hourly	DC Annual	Hourly	Annual
Minimum	\$57.05	\$118,664		
Maximum	\$72.84	\$151,507	\$74.67	\$155,314

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

\*\* Division Chief is not a separate title from the Fire Battalion Chief. It is the base hourly rate of a 40-hour BC with a 10% special pay.



APPENDIX B. CONSANGUINITY & AFFINITY

**DEGREES OF  
CONSANGUINITY AND AFFINITY**

