

**CONTRACT**

between the

**CITY OF SPARKS**

and the

**SPARKS POLICE SUPERVISORY PROTECTIVE ASSOCIATION**

covering Lieutenants

July 1, 2021- June 30, 2023

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**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 Supervisory 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**

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 thirty (30) days of the required written notice shall be deemed a rejection of the proposal.

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

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, 2021 and shall continue in force until June 30, 2023. 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 positions described in Appendix A, 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 the law enforcement positions employees listed in Appendix A 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 in accordance with applicable Nevada or federal law 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 PAYROLL DEDUCTIONS**

1. The employees may authorize payroll deductions for the purpose of paying Association dues.
2. The City agrees to deduct from the employee wages, on a biweekly basis, such sums as the employee may specify.

3. Payroll will not deduct 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 Payroll Division.
4. 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.
5. 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 a 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 a 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 SUPERVISORY PROTECTIVE ASSOCIATION (SPSPA) RELATED BUSINESS**

Police Officer activities related to the SPSPA

1. All members of the SPSPA Board of Directors and/or negotiation committee will be required to use leave time or be in an unpaid status for all union business. This will include but not be limited to board meetings, general meetings, and training.
2. The Board of Directors consists of the President, Vice-President, Secretary, Treasurer, four (4) Members-at-Large and Supervisor-at-Large.
3. Any five (5) members of the SPSPA negotiations committee shall be granted leave from duty and will be required to use leave time or unpaid status for all meetings between the City and the SPSPA for the purpose of negotiating the terms of the contract when such meetings and/or hearings are held pursuant to NRS Chapter 288.

**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.
2. Working Days: For purposes of this grievance procedure, "working days" shall be defined as Monday through and including 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 by the City. However, the City will provide a response to the grievance within fifteen (15) working days after the missed deadline. In the event the employee fails to comply with the time frames, the grievance is deemed to be closed, and not advanced further. Both parties may mutually agree to extend the time at any stage of the grievance proceeding.
3. 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 fifteen (15) working days after the date the grievance is received to respond in writing to the grievance.
4. 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 Chief's written reply.

The City Manager thereafter has fifteen (15) working days to respond in writing to the grievance. During this time, the City Manager will examine all relevant evidence and consult with the aggrieved employee. The employee may be accompanied by a representative of their 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 City 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 their choosing at any stage of the grievance proceeding.

5. **Arbitration:** The party requesting arbitration shall request a list of seven (7) names from Federal Mediation and Conciliation Service (FMCS) or, if both parties agree, American Arbitration Association (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 in a fourteen (14) day work period, including allowable meal periods except as provided in paragraph two (2). Hours of work are associated with the day the shift begins.
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 subject to a pay decrease for any fewer hours worked than above enumerated (i.e. daylight savings time).
3. 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 Fair Labor Standards Act (FLSA) for hours worked in excess of eighty (80) hours in a fourteen (14) day work period. The scheduling of work shifts and work weeks shall be directed by the Police Chief or designee.  
Pursuant to Section 1, Article G, the Police Chief or designee may in their 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 FLSA.

The Police Chief or designee may cancel any alternate work schedule and revert to five (5) eight (8) hour shifts or other work schedules 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).

4. Meal Periods: Employees will have one of two meal period assignments, as determined by the Police Chief or designee: A 'straight shift' where employee is paid for a half-hour (1/2) lunch period or, a lunch period of up to one hour unpaid lunch period
5. 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, 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.
6. Breaks: 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. Breaks may not be combined or taken during the first or last hour of the shift.
7. 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.
8. 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 position, provided the remaining employees are qualified to do the work for the prior three (3) 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 position), and shall only prevail while the employee holds that assignment. Days off will be handled pursuant to Section 1, Article G and Section 4, Article C.

#### **Article M: DISCIPLINARY PROCEDURES**

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.
2. Should any provisions of this Contract be found to be in contravention of any federal or Nevada 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 base pay rates. No employee shall be paid at a rate above the maximum or below the minimum in the range to which the position class is assigned.
2. **Cost of Living Adjustment (COLA)**.
  - a. Effective the first full pay period following July 1, 2021, employees shall receive base pay rate increase of three percent (3.0%) above the base pay rate in effect June 30, 2021. 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 after July 1, 2022, employees shall receive a COLA of no less than one percent (1.0%) but not greater than three percent (3.0%) based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI appears in Appendix A.
  - c. A new Appendix A will be issued including the COLA when the information becomes available each year.
3. **Additional Pay Step**
  - a. Effective the first full pay period after 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.
  - b. Each employee whose base pay rate is at the maximum of the pay range on or before June 30, 2021, shall be assigned to the maximum of the pay range as increased pursuant to sub section (a) above, effective the first full pay period after July 1, 2021.
  - c. Each employee who base pay rate is less than the maximum of the pay range on June 30, 2021, shall be eligible to receive a merit increase to the maximum of the pay range pursuant to Section 2, Article B (8).

### **Article B. PAY APPLICATION**

1. **Pay-Periods**: Each two (2) week period shall constitute a fourteen (14) day work period for the purposes of FLSA overtime. The pay period shall commence on a 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 Finance Department.
2. **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, or exceptional qualifications of a candidate indicate a higher rate would be in the City's best interest, the Police Chief with the approval of the Human Resources Director 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.
3. **Probationary Period**: At the completion of a six (6) month probationary period, an employee whose service has been certified as satisfactory by the Police Chief 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 Police Chief 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.

4. Promotion: When an employee is promoted to a position allocated to a higher pay range, employee shall receive a salary within the range of the new position class, but not less than employee's 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 employee's new status within the range of the class in which employee was demoted.
6. Reduction within a Position Class: The Police Chief, with the approval of the City Manager, may reduce an employee within a position class from employee's current salary to a lesser salary within the salary range for that class upon failure of the employee to maintain the standard of work set forth in the job description. The employee may again be raised by the Police Chief, with the approval of the City Manager, to a salary not to exceed that from which reduced.
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 range at a salary not less than the current salary.
8. Merit Increases: 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 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 Police Chief 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 Police Chief or designee in excess of 80 hours in a fourteen (14) day pay period, as set forth in Section 1, Article L, are overtime unless the employee's hours of work are flexed with the employee's consent pursuant to Section 1, Article L.
2. Overtime Rate: Except when an employee is assigned to standby duty, any overtime pay shall be based on a time and one-half (1½) on the calculated FLSA rate.
3. Callback Overtime: Callback overtime, including a two (2) hour minimum shall be paid if:
  - a. The employee is officially ordered to report to work by the Police Chief or designee on a day when no work was scheduled for that employee, excluding scheduled overtime;
  - b. On a regularly scheduled workday, the employee is ordered to report to work by the Police Chief or designee with less than twelve (12) hours' notice and more than thirty (30) minutes before employee's regularly scheduled work; or,
  - c. On a regularly scheduled workday, the employee is officially ordered to report to work by the Police Chief or designee more than thirty (30) minutes after employee's 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 H shall apply. Callback does not apply when an employee is called to work during their regular shift while on annual leave or during a paid holiday leave.

4. 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 Police Chief or designee to duty within thirty (30) minutes before regularly scheduled work 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.

5. Scheduled Overtime: Work outside of and in addition to employee's regularly scheduled work period which is scheduled more than twelve (12) hours before the start of scheduled work by the Police Chief or designee (other than special event overtime described in Section 5) will only be paid on a time and one-half (1½) basis, (excluding other unpaid leave as described in Section 1, Article L) 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.
6. 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.
7. Meals: When an employee is required to work three (3) hours immediately before or immediately following employee's regular work shift, the City will furnish the employee a meal which shall not exceed a cost of fifteen dollars (\$15.00). 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 fifteen dollars (\$15.00).

**Article D: EDUCATION INCENTIVE PAY**

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

1. An employee earning an Associate's Degree prior to July 1, 2015, 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. There will be no Associate's Degree education incentive for those receiving their degree after July 1, 2015.
2. 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.
3. Any employee earning a Bachelor'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 and the Human Resources Director from any accredited college, shall be entitled to receive additional payment in the amount of six percent (6%) of base pay, payable biweekly.
4. 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 and the Human Resources Director 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 Department before payment will be made.

**Article E: SPECIAL ASSIGNMENT PAY**

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.

**Article F: ACTING TEMPORARY PAY**

An employee 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 (5) working days, consecutive or separate, during their career with the department, employee, for each day thereafter so assigned, be termed an "Acting Temporary" employee. Beginning with the sixth (6<sup>th</sup>) day of such work assignment, the "Acting Temporary" employee shall receive compensation five percent (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 their original compensation.

**Article G: NIGHT DIFFERENTIAL PAY**

1. Night Differential pay will be applied to hours worked between 5:00 p.m. and 6:00 a.m.
2. Night Differential Pay Rate: Night Differential pay rate shall be \$3.89 per hour, effective upon ratification.

**Article H: STANDBY DUTY**

Stand by Duty is a period of time during which the assigned employee is to be responsible for responding to any emergency or other necessary duty call without delay during non-duty hours. 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 whereabouts and how to be reached at any time.
  - b. Be available for service within forty-five (45) minutes of the time being called.
9. Pay Benefits: Standby pay will be 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, employee shall receive time and one-half (1½) pay for the hours actually worked, regardless of the provisions of Section 2, Article C.

**Article I: EMPLOYEE LONGEVITY**

1. Eligibility: Employees who have completed five (5) full years of service with the City, with each year being computed to the sixteenth (16<sup>th</sup>) 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 amount of seven thousand seven hundred dollars (\$7,700.00). The amount paid will be 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. Computation and Payment of Longevity: 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 include all previous classified City employment, provided the employee's service was terminated under honorable conditions and that not more than five (5) years lapsed between any period of termination and re-entering City employment.

Any period in which an employee was, while employed by the City, called into the active military service of the United States Armed Forces, involuntarily, will be considered as creditable service for the computation of longevity pay.

5. Non-Creditable Service for Longevity Computation:
  - a. Any period that an employee is on unauthorized leave of absence will be deducted from the creditable service time for longevity pay.
  - b. 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/Death: An eligible employee shall be paid longevity pay upon termination of employment with the City, provided employee leaves under honorable conditions. Upon death of an employee, the longevity pay shall be paid to the beneficiary or estate. Longevity will not be prorated upon termination or death following January 1 of each year. If the employee terminates following Longevity payment in November through December 31 of the same year, no longevity is payable.

#### **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 dollars (\$20.00) per week computed from Monday at 12:00 a.m. through Sunday at 11:59 p.m. 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, 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 Police Chief after review by the Police Chief 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, Cell Phones, and Eyeglasses: The City agrees to reimburse employees to a maximum of one-hundred and fifty dollars (\$150.00) for each incident for each pair of eyeglasses and cell phone, and the actual cost of prescription lenses, and seventy-five dollars (\$75.00) for each watch which is lost, damaged, or destroyed while

performing job-related duties, as certified by the Police Chief. If an employee has a city issued cell phone, the reimbursement for cell phone will not apply.

4. **Firearm:** 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.

### **SECTION 3: BENEFITS**

#### **Article A: GROUP HEALTH INSURANCE**

1. **Eligibility:** All classified employees are eligible to enroll in the City's group health insurance (medical, dental, vision, and life) on the first of the month following employment, according to the provisions of the Group Health Insurance Plan Document.
2. **Group Health Insurance Premium:**
  - a. The City will pay one-hundred percent (100%) of the health care premiums for employees and their dependents for employees hired on or before June 30, 2006. For employees hired on or after July 1, 2006, the City will pay one-hundred percent (100%) of the employee's health care premiums and seventy-five percent (75%) of the employee's dependents health care premium and the employee will pay twenty-five percent (25%) of the health care premiums for their dependents.
  - b. The City agrees to contribute the necessary premiums to maintain the solvency of the health insurance fund.
  - c. An employee on leave without pay for more than thirty (30) days, may continue the group health insurance coverage by prepaying 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.

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.

**Article B: HEALTH INSURANCE UPON RETIREMENT & SICK LEAVE CONVERSION**

1. **Eligibility:** If the employee has not participated in the sick leave deferred compensation conversion program outlined in Section 4 of this Article upon retirement, the employee has two options:
  - a. Sick leave payoff in cash; or
  - b. conversion of accumulated sick leave to pay for insurance benefit premiums.

If an employee has participated in the sick leave deferred compensation conversion program, sick leave cash out for any remaining balance is the only option.

Employees who elected either sick leave cash payoff at retirement or participated in sick leave deferred compensation conversion in accordance with this Contract are not entitled to elect conversion of accumulated sick leave to pay insurance benefit premiums. Conversely, 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 employee wishes such coverage to commence subject to the requirements of NRS and the terms and conditions of the City's Group Health Plan Document in effect at the time of 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.

2. **Conversion of Accumulated Sick Leave:** Employees retiring and qualifying for retirement under Nevada PERS with a minimum of fifteen (15) 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 group health insurance the City's group health insurance plan. The schedule of conversion is as follows:

<b>Years of Service</b>	<b>Sick Leave Conversion Percentage</b>
15	50%
16	55%
17	60%
18	65%
19	70%
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more	100%

The employee's sick leave conversion account shall be assigned a present value based on the date of retirement equal to the number of hours of accumulated sick leave times the employee's base hourly rate multiplied by the conversion percentage 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 group health coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium, or the retiree has made arrangements to continue group health coverage at their own expense.

When a retired employee becomes eligible for Medicare coverage or other federal programs, the retiree is eligible to receive Medicare supplemental coverage through the City's group health plan so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

A surviving spouse shall 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.

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.

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

Years of Service	Sick Leave Cash-Out Percentage
15	50%
16	55%
17	60%
18	65%
19	70%
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more	100%

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

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

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

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

The initial payment will be made upon retirement with annual payments to be made no later than March 31 of each year.



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

4. Sick Leave Conversion to Deferred Compensation: This option is for active employees only. Upon completion of fifteen (15) years of PERS service, employees may elect to convert accumulated sick leave hours to cash and transfer it to the City's qualified deferred compensation program. The following conditions apply:
  - a. At no time shall the conversion reduce the hours of the employee's sick leave bank below eight hundred thirty (830) hours.
  - b. The annual transfer cannot exceed ten-thousand dollars (\$10,000) and will be calculated using the employee's then current hourly rate of pay multiplied by the number of hours being converted. It is the employee's responsibility to complete the proper paperwork with the deferred compensation vendor to ensure the proper IRS limit is applied.
  - c. If the employee chooses the sick leave deferred compensation conversion program in any year, the employee is not eligible to continue on the City's group health insurance plan for themselves and dependents at retirement. However, employee may return to the City's health insurance plan pursuant to NRS on any even numbered year. Upon return to the City's health care plan, the retiree will pay the full cost of coverage.
  - d. An election to participate in the sick leave deferred compensation conversion program must be made annually. The election must be received by Payroll by the last pay period in January to be paid the last pay period in February.
  - e. At retirement, the remaining balance of the sick leave bank will be subject to the sick leave cash-out provision section of the 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 one-hundred percent (100%) of the contribution to the Public Employee's Retirement System (PERS). Eligible compensation and service credit is determined at the sole discretion of PERS.

#### **Article D: TUITION REIMBURSEMENT**

Upon proof of course completion with either a grade of "C" or better or a certificate of completion for pass/fail courses, the City shall pay one-hundred percent (100%) of tuition, lab fees, required textbooks and ancillary written course materials, not to exceed two thousand dollars (\$2,000.00) 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 Police Chief and Human Resources Director.

All courses must be "accredited" as determined by the Police Chief or designee and the Human Resources Director.

Where a course is graded "Satisfactory" or "Unsatisfactory", only the "Satisfactory" grade will be accepted.

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

#### **Article E: MATCHING DEFERRED COMPENSATION**

An employee that is an active participant and contributes a minimum of one hundred twenty-five hundred dollars (\$125.00) per pay period to a City approved Deferred Compensation program, will have their contributions matched by the City, not to exceed one hundred twenty-five dollars (\$125.00) per pay period, capped at the Internal Revenue Service (IRS) amount. If an employee does not have a City authorized Deferred Compensation account the City will not be required to provide any matching monies.

**Article F: PHYSICAL EXAMINATIONS**

Employees covered under this Contract shall be required to have a complete medical examination conducted each calendar year, as prescribed under NRS. The medical examination shall be accomplished by a licensed medical doctor who shall be required to report the findings of the physical examination to Human Resources.

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 as determined by NRS.

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

An employee covered under the contract shall be given four (4) hours of pay or compensatory leave time for any and each required physical exam which should be charged as worked time. An employee on swing or graveyard shift should only be scheduled to work six (6) hours of the shift on the day of the physical. If the schedule does not permit it, the employee should be given two (2) hours of compensatory time.

**Executive Physical Option:** Employees in this bargaining unit will have the option of taking the standard public safety annual physical as noted above or may participate in the "Executive Physical" program sponsored through the City's Human Resources Department. The City will provide this executive physical to the employee for the evaluations, tests and follow-ups as determined by and coordinated through the Human Resources Department.

**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	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

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.

Holiday hours will be awarded based on the published assigned schedule.

Where one of the above holidays falls on a nonscheduled work day(s), the preceding scheduled normal work day shall be observed as a holiday (See Appendix C). For employees on three twelve (3/12) hours shifts, it will be the preceding twelve (12) hour shift not the floating eight (8) hour shift.

2. **Holiday Leave:** 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.

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

Employees on leave without pay are ineligible for holiday leave benefits for the entire pay period.

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 charged for taking sick leave; however, the employee shall be compensated at straight time.

3. **Holiday Worked:** Holiday hours will be associated with the day the shift begins. For example, if an employee comes to work at 10:00 p.m. on January 1<sup>st</sup> and works until 8:00 a.m. on January 2<sup>nd</sup>, that employee would receive the holiday premium for ten (10) hours worked. An employee who has worked one of the above holidays shall receive two and one-half (2½) times base pay for all hours worked. Employees will not be paid holiday leave and holiday worked for the same time period (double counting).

**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 probation is passed.
3. A regular, full-time employee will be granted annual leave benefits as follows:

<b>Years of Continuous Service</b>	<b>Accrual Rate per Biweekly Pay Period</b>
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 Accumulation	560 hours

Annual leave 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.

The maximum annual leave accrual of five-hundred and sixty (560) hours may be lifted and unlimited accrual permitted with written approval and at the discretion of the Police Chief and City Manager.

4. Annual leave shall be charged on the basis of actual time taken.
5. Choice of annual leave dates shall be granted whenever practical, but the operating requirements of the City, as determined by the Police Chief, 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 thirty (30) calendar days or more will create a new date of assignment for seniority purposes.

6. Resignation and/or Retirement: A person about to resign or about to retire under the provisions of Nevada PERS or who is to be laid off without fault on their part, and who has earned annual leave, may be granted annual leave for the time so earned not to exceed the annual maximum for the annual accrual for the employee. 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.
7. 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 employee's credit will be made to the designated beneficiary.
8. Advancing Annual Leave Time: Under unusual circumstances, advanced annual leave time may be authorized. Requests for advanced annual leave time will require the Police Chief'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.
9. Annual Conversion: Once per fiscal year, an employee may elect to cash out annual leave in the amount of eighty (80) hours. The employee must have a minimum of one-hundred, sixty (160) hours to utilize this benefit. The request must be emailed to the Payroll Division

#### **Article C: SICK LEAVE**

1. Eligibility: For the purpose of determining eligibility for sick leave allowance, the term "continuous service" shall be 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. 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. Employees, regardless of being classified or probationary shall earn sick leave credit at the rate of five (5) 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. Accumulation of sick leave accruing to an employee's credit which is not used during the year in which earned may accumulate from year to year without restriction to a maximum amount. Accrual of sick leave shall cease after any period of continuous sick leave having a duration of six (6) calendar months 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 supervisor in the case of a bona fide illness of an employee or a member of employee's immediate family defined as employee's spouse, child or parent. Subject to the approval of the Police Chief or designee, an Employee, including an Employee who has not yet attained classified status, who has used all sick leave as authorized by this Article may use any other leave(s) in lieu of sick leave in the following order: compensatory time, administrative/personal leave, annual leave.

5. Bereavement Leave: Sick leave 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 as outlined in 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.
6. Certificate of Illness: Evidence in the form of a physician's certificate or certificate of illness executed by the employee and the Police Chief 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 Police Chief or designee 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.

7. 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 intentional misconduct which is in violation of federal, state, or local statute; written City or departmental policy; or direct order of the Police Chief.
  - b. 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 Police Chief or designee to enforce this provision.
8. Advancing Sick Leave: Upon application of an employee and approval and justification by the Police Chief, an employee may be advanced sick leave. Advanced sick leave will not exceed sixty (60) shifts 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 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. 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, employee shall not receive sick pay under this section for the same time; or, having received the same prior to the recovery of damages, employee shall repay the City for any amount paid therefore under this section, and the City shall credit sick leave accrual accordingly.
10. Payment for Unused Sick Leave Upon Death or Permanent Disability: In the event of death or total permanent disability in a job-related injury as determined by the workers' compensation insurer third party administrator, the employee or the designated beneficiary shall receive one-hundred percent (100%) of accrued sick leave at the employee's current hourly rate.

#### **Article D: CATASTROPHIC SICK LEAVE BANK**

1. Defined: Catastrophic means:
  - a. The employee is unable to perform their duties because of a serious illness or accident which is life threatening or which will require a lengthy convalescence; or,
  - b. There is a serious illness or accident which is life threatening or which will require the lengthy convalescence in the employee's immediate family.

2. Donating to Catastrophic Leave Bank: An employee may request in writing to the Police Chief or designee that a specified number of hours of accrued annual leave, holiday, compensatory time, or sick leave be transferred from their account to the account for catastrophic sick leave.

The minimum number of hours which may be transferred is eight (8) 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".

3. Requesting Hours from Catastrophic Leave Bank: An employee who qualifies for leave under this section may request in writing to the Police Chief or designee, the Human Resources Director or designee and SPSPA President, that a specified number of hours be transferred from the catastrophic sick leave bank to their own account. The request should include, at a minimum, the employee's name and a description of the catastrophe and the expected duration.
4. An employee may not receive leave from the account for catastrophic sick leave until all of their own accrued paid leave has been exhausted.

An employee who receives leave from this account is entitled to pay at employee's own rate of pay.

Upon receipt of a request for use of catastrophic sick leave, the Police Chief or designee shall notify the SPSPA President. A committee made up of two (2) appointees of the SPSPA and two (2) appointees of the Police 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:

- a. The catastrophe ceases to exist; or
- b. The employee receiving the leave resigns, or 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: 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 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 SPSA 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.

#### **Article F: WORKERS COMPENSATION LEAVE**

If an employee is absent due to an industrial injury or occupational disease with the City, the employee shall receive current, full, regular pay of four-hundred, eighty (480) hours in any twelve (12) month period, without being charged any sick and/or annual leave. This leave shall be known as workers' compensation leave.

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

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

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

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

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

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

#### **Article G: COURT LEAVE**

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 employee to miss. The employee shall be entitled to retain the following witness fees: any jury, witness, or other fee to which 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 them.

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.

#### **Article H: MILITARY LEAVE**

Military leave shall be in compliance with the Uniformed Services Employment & Reemployment Rights Acts of 1994 and the City's Administrative Rules. 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 or count against an employee for Longevity Service Credit.

#### **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, 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 City's Civil Service Commission. An employee on such leave shall receive no compensation from the City during that period of absence.
3. Certain types of compensation (special pays), may be prorated based on hours of absence without leave.



**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 (1½) hours compensatory time for each hour worked.

When an employee has worked overtime and would like to add the time to their compensatory bank instead of being paid overtime, it must be noted on the employee timesheet.

When working on overtime funded by a grant, time cannot be placed in the compensatory bank.

- 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 properly authorized by the Police Chief.
  - b. That the awarding of specific days or work shift assignments as compensatory time is within the discretion of the Police Chief 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.

Employees are able to cash out Compensatory time by submitting an email to Payroll or completing a compensatory cash out form and submitting to payroll at any time during the fiscal year.

Compensatory elected to carry over each fiscal year shall not to exceed ninety-six (96) hours.

**Article K: PERSONAL LEAVE**

Personal Leave days are 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 Leave day is denied by employee's supervisor due to operational requirements, the employee will not lose that Personal Leave day unless that employee is provided the opportunity to use such Personal Leave day and refuses such use.

Two (2) Personal Leave days shall be granted to each employee upon date of hire based on assigned shift.


Personal Leave days will be awarded the first full pay period of the fiscal year based on the number of hours of the employee's published shift. (i.e. employees scheduled for a twelve (12) hour shift will be granted a Personal Leave day of twelve (12) hours).

Unused Personal Leave as of June 30, will be forfeited.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives this 12th day of July, 2021.

CITY OF SPARKS

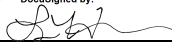
SPARKS POLICE SUPERVISORY PROTECTIVE ASSOCIATION LIEUTENANTS

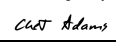
DocuSigned by:  
  
 2EF0422E72AA4DT...  
 Ed Lawson, Mayor

\_\_\_\_\_  
 John Patton, Lieutenant

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:  
  
 BEEB31DAF64949...  
 Lisa Hunderman, City Clerk

DocuSigned by:  
  
 CB9FEF6A9C4416...  
 Chester H. Adams, City Attorney

**APPENDIX A – JOB CLASSES & SALARY WAGE RANGES**

**APPENDIX A – Job Class and Salary Wage Ranges\***

<b>Police Lieutenants</b>		
<b>July 5, 2021</b>		
	COLA 3.0% + New Top Step at 2.5% Above Step 2	
	Hourly	Annual
Step 1	\$61.84	\$128,627
Step 2	\$64.93	\$135,054
Step 3	\$66.55	\$138,424

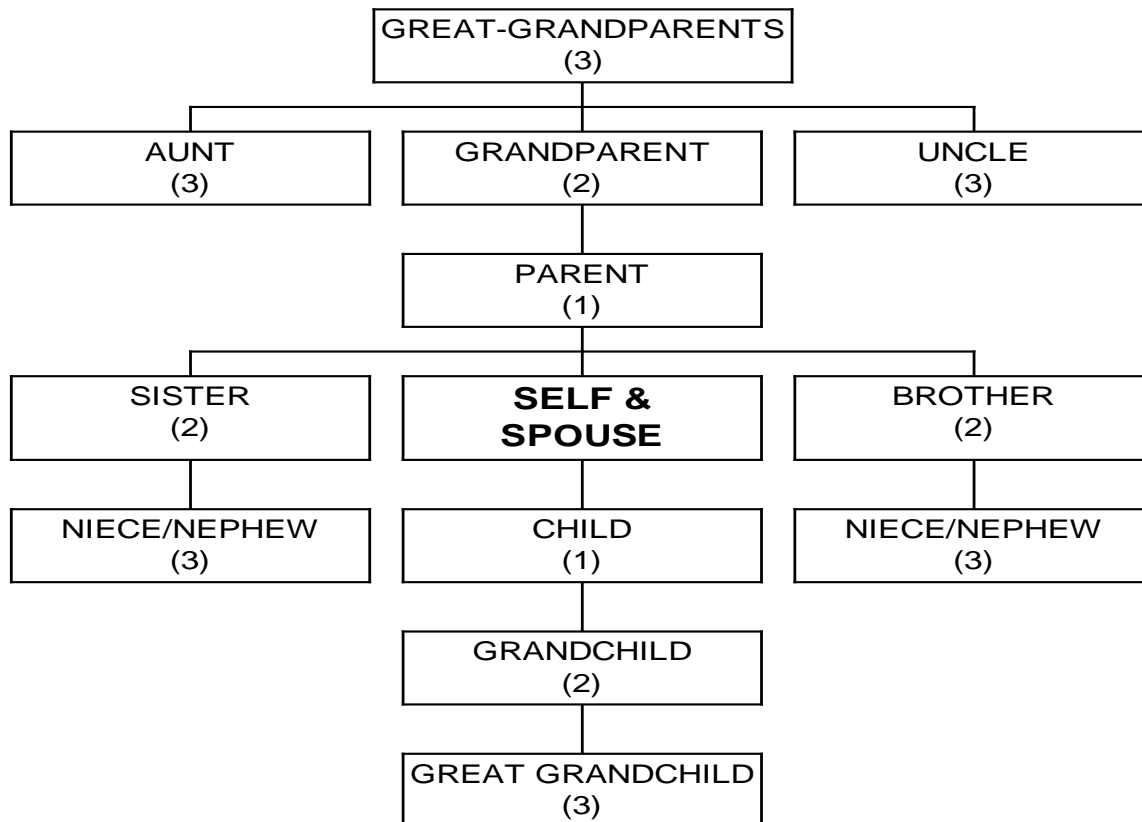
<b>July 4, 2022</b>		
	COLA	
	Hourly	Annual
Step 1	Based on CPI (no less than 1% no more than 3%) Will publish once COLA determined	
Step 2		
Step 3		

CPI for All Urban Consumers (CPI-U): Selected Areas, all items index - West urban Size B/C - 50,000 to 1,500,000” from comparing December to December of the previous year. This CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest on tenth decimal point (CPI Series ID: CUURX400SA0).

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

APPENDIX B – CONSANGUINITY & AFFINITY

**DEGREES OF  
CONSANGUINITY AND AFFINITY**



Note – Spouse includes Domestic Partner

**APPENDIX C – HOLIDAYS**

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

2021 Calendar Holidays		2022 Calendar Holidays		2023 Calendar Holidays	
Holiday	Date	Holiday	Date	Holiday	Date
		New Year's Day	1/1/2022	New Year's Day	1/1/2023
		MLK Birthday	1/17/2022	MLK Birthday	1/16/2023
		President's Day	2/21/2022	President's Day	2/20/2023
		Memorial Day	5/30/2022	Memorial Day	5/29/2023
		Juneteenth Day	6/19/2022	Juneteenth Day	6/19/2023
Independence Day	7/4/2021	Independence Day	7/4/2022		
Labor Day	9/6/2021	Labor Day	9/5/2022		
Nevada Day	10/29/2021	Nevada Day	10/28/2022		
Veterans Day	11/11/2021	Veterans Day	11/11/2022		
Thanksgiving Day	11/25/2021	Thanksgiving Day	11/24/2022		
Family Day	11/26/2021	Family Day	11/25/2022		
Christmas Day	12/25/2021	Christmas Day	12/25/2022		

Holiday's Based on Schedule		Holiday's Based on Schedule		Holiday's Based on Schedule	
Work: Monday-Friday Off: Saturday, Sunday		Work: Monday-Friday Off: Saturday, Sunday		Work: Monday-Friday Off: Saturday, Sunday	
Holiday	Date	Holiday	Date	Holiday	Date
		New Year's Day	12/31/2021	New Year's Day	12/30/2022
		MLK Birthday	1/17/2022	MLK Birthday	1/16/2023
		President's Day	2/21/2022	President's Day	2/20/2023
		Memorial Day	5/30/2022	Memorial Day	5/29/2023
		Juneteenth Day	6/17/2022	Juneteenth Day	6/19/2023
Independence Day	7/2/2021	Independence Day	7/4/2022		
Labor Day	9/6/2021	Labor Day	9/5/2022		
Nevada Day	10/29/2021	Nevada Day	10/28/2022		
Veterans Day	11/11/2021	Veterans Day	11/11/2022		
Thanksgiving Day	11/25/2021	Thanksgiving Day	11/24/2022		
Family Day	11/26/2021	Family Day	11/25/2022		
Christmas Day	12/24/2021	Christmas Day	12/23/2022		

Holiday's Based on Schedule		Holiday's Based on Schedule		Holiday's Based on Schedule	
Work: Monday-Thursday Off: Friday, Saturday, Sunday		Work: Monday-Thursday Off: Friday, Saturday, Sunday		Work: Monday-Thursday Off: Friday, Saturday, Sunday	
Holiday	Date	Holiday	Date	Holiday	Date
		New Year's Day	12/30/2021	New Year's Day	12/29/2022
		MLK Birthday	1/17/2022	MLK Birthday	1/16/2023
		President's Day	2/21/2022	President's Day	2/20/2023
		Memorial Day	5/30/2022	Memorial Day	5/29/2023
		Juneteenth Day	6/16/2022	Juneteenth Day	6/19/2023
Independence Day	7/1/2021	Independence Day	7/4/2022		
Labor Day	9/6/2021	Labor Day	9/5/2022		
Nevada Day	10/28/2021	Nevada Day	10/27/2022		
Veterans Day	11/11/2021	Veterans Day	11/10/2022		
Thanksgiving Day	11/25/2021	Thanksgiving Day	11/24/2022		
Family Day	11/24/2021	Family Day	11/23/2022		
Christmas Day	12/23/2021	Christmas Day	12/22/2022		

Holiday's Based on Schedule		Holiday's Based on Schedule		Holiday's Based on Schedule	
Work: Tuesday - Friday Off: Saturday, Sunday, Monday		Work: Tuesday - Friday Off: Saturday, Sunday, Monday		Work: Tuesday - Friday Off: Saturday, Sunday, Monday	
Holiday	Date	Holiday	Date	Holiday	Date
		New Year's Day	12/31/2021	New Year's Day	12/30/2022
		MLK Birthday	1/14/2022	MLK Birthday	1/13/2023
		President's Day	2/18/2022	President's Day	2/17/2023
		Memorial Day	5/27/2022	Memorial Day	5/26/2023
		Juneteenth Day	6/17/2022	Juneteenth Day	6/16/2023
Independence Day	7/2/2021	Independence Day	7/1/2022		
Labor Day	9/3/2021	Labor Day	9/2/2022		
Nevada Day	10/29/2021	Nevada Day	10/28/2022		
Veterans Day	11/11/2021	Veterans Day	11/11/2022		
Thanksgiving Day	11/25/2021	Thanksgiving Day	11/24/2022		
Family Day	11/26/2021	Family Day	11/25/2022		
Christmas Day	12/24/2021	Christmas Day	12/23/2022		

Holiday's Based on Schedule		Holiday's Based on Schedule		Holiday's Based on Schedule	
Work: Saturday, Sunday, Monday Off: Tuesday, Wednesday, Thursday, Friday		Work: Saturday, Sunday, Monday Off: Tuesday, Wednesday, Thursday, Friday		Work: Saturday, Sunday, Monday Off: Tuesday, Wednesday, Thursday, Friday	
Holiday	Date	Holiday	Date	Holiday	Date
		New Year's Day	1/1/2022	New Year's Day	1/1/2023
		MLK Birthday	1/17/2022	MLK Birthday	1/16/2023
		President's Day	2/21/2022	President's Day	2/20/2023
		Memorial Day	5/30/2022	Memorial Day	5/29/2023
		Juneteenth Day	6/19/2022	Juneteenth Day	6/19/2023
Independence Day	7/4/2021	Independence Day	7/4/2022		
Labor Day	9/6/2021	Labor Day	9/5/2022		
Nevada Day	10/25/2021	Nevada Day	10/24/2022		
Veterans Day	11/8/2021	Veterans Day	11/7/2022		
Thanksgiving Day	11/22/2021	Thanksgiving Day	11/21/2022		
Family Day	11/21/2021	Family Day	11/20/2022		
Christmas Day	12/25/2021	Christmas Day	12/25/2022		

Holiday's Based on Schedule		Holiday's Based on Schedule		Holiday's Based on Schedule	
Work: Friday, Saturday, Sunday Off: Monday, Tuesday, Wednesday, Thursday		Work: Friday, Saturday, Sunday Off: Monday, Tuesday, Wednesday, Thursday		Work: Friday, Saturday, Sunday Off: Monday, Tuesday, Wednesday, Thursday	
Holiday	Date	Holiday	Date	Holiday	Date
		New Year's Day	1/1/2022	New Year's Day	1/1/2023
		MLK Birthday	1/16/2022	MLK Birthday	1/15/2023
		President's Day	2/20/2022	President's Day	2/19/2023
		Memorial Day	5/29/2022	Memorial Day	5/28/2023
		Juneteenth Day	6/19/2022	Juneteenth Day	6/18/2023
Independence Day	7/4/2021	Independence Day	7/3/2022		
Labor Day	9/5/2021	Labor Day	9/4/2022		
Nevada Day	10/29/2021	Nevada Day	10/28/2022		
Veterans Day	11/7/2021	Veterans Day	11/11/2022		
Thanksgiving Day	11/21/2021	Thanksgiving Day	11/20/2022		
Family Day	11/26/2021	Family Day	11/25/2022		
Christmas Day	12/25/2021	Christmas Day	12/25/2022		

Holiday's Based on Schedule		Holiday's Based on Schedule		Holiday's Based on Schedule	
Work: Sunday, Monday, Tuesday Off: Wednesday, Thursday, Friday, Saturday		Work: Sunday, Monday, Tuesday Off: Wednesday, Thursday, Friday, Saturday		Work: Sunday, Monday, Tuesday Off: Wednesday, Thursday, Friday, Saturday	
Holiday	Date	Holiday	Date	Holiday	Date
		New Year's Day	12/28/2021	New Year's Day	1/1/2023
		MLK Birthday	1/17/2022	MLK Birthday	1/16/2023
		President's Day	2/21/2022	President's Day	2/20/2023
		Memorial Day	5/30/2022	Memorial Day	5/29/2023
		Juneteenth Day	6/19/2022	Juneteenth Day	6/19/2023
Independence Day	7/4/2021	Independence Day	7/4/2022		
Labor Day	9/6/2021	Labor Day	9/5/2022		
Nevada Day	10/26/2021	Nevada Day	10/25/2022		
Veterans Day	11/9/2021	Veterans Day	11/8/2022		
Thanksgiving Day	11/23/2021	Thanksgiving Day	11/22/2022		
Family Day	11/22/2021	Family Day	11/21/2022		
Christmas Day	12/21/2021	Christmas Day	12/25/2022		
Holiday's Based on Schedule		Holiday's Based on Schedule		Holiday's Based on Schedule	
Work: Thursday, Friday, Saturday Off: Sunday, Monday, Tuesday, Wednesday		Work: Thursday, Friday, Saturday Off: Sunday, Monday, Tuesday, Wednesday		Work: Thursday, Friday, Saturday Off: Sunday, Monday, Tuesday, Wednesday	
Holiday	Date	Holiday	Date	Holiday	Date
		New Year's Day	1/1/2022	New Year's Day	12/31/2022
		MLK Birthday	1/15/2022	MLK Birthday	1/14/2023
		President's Day	2/19/2022	President's Day	2/18/2023
		Memorial Day	5/28/2022	Memorial Day	5/27/2023
		Juneteenth Day	6/18/2022	Juneteenth Day	6/17/2023
Independence Day	7/3/2021	Independence Day	7/2/2022		
Labor Day	9/4/2021	Labor Day	9/3/2022		
Nevada Day	10/29/2021	Nevada Day	10/28/2022		
Veterans Day	11/11/2021	Veterans Day	11/11/2022		
Thanksgiving Day	11/25/2021	Thanksgiving Day	11/24/2022		
Family Day	11/26/2021	Family Day	11/25/2022		
Christmas Day	12/25/2021	Christmas Day	12/24/2022		

Holiday's Based on Schedule		Holiday's Based on Schedule		Holiday's Based on Schedule	
Work: Monday, Tuesday, Wednesday Off: Thursday, Friday, Saturday, Sunday		Work: Monday, Tuesday, Wednesday Off: Thursday, Friday, Saturday, Sunday		Work: Monday, Tuesday, Wednesday Off: Thursday, Friday, Saturday, Sunday	
Holiday	Date	Holiday	Date	Holiday	Date
		New Year's Day	12/29/2021	New Year's Day	12/28/2022
		MLK Birthday	1/17/2022	MLK Birthday	1/16/2023
		President's Day	2/21/2022	President's Day	2/20/2023
		Memorial Day	5/30/2022	Memorial Day	5/29/2023
		Juneteenth Day	6/15/2022	Juneteenth Day	6/19/2023
Independence Day	6/30/2021	Independence Day	7/4/2022		
Labor Day	9/6/2021	Labor Day	9/5/2022		
Nevada Day	10/27/2021	Nevada Day	10/26/2022		
Veterans Day	11/10/2021	Veterans Day	11/9/2022		
Thanksgiving Day	11/24/2021	Thanksgiving Day	11/23/2022		
Family Day	11/23/2021	Family Day	11/22/2022		
Christmas Day	12/22/2021	Christmas Day	12/21/2022		

Holiday's Based on Schedule		Holiday's Based on Schedule		Holiday's Based on Schedule	
Work: Thursday-Sunday Off: Monday, Tuesday, Wednesday		Work: Thursday-Sunday Off: Monday, Tuesday, Wednesday		Work: Thursday-Sunday Off: Monday, Tuesday, Wednesday	
Holiday	Date	Holiday	Date	Holiday	Date
		New Year's Day	1/1/2022	New Year's Day	1/1/2023
		MLK Birthday	1/16/2022	MLK Birthday	1/15/2023
		President's Day	2/20/2022	President's Day	2/19/2023
		Memorial Day	5/29/2022	Memorial Day	5/28/2023
		Juneteenth Day	6/19/2022	Juneteenth Day	6/18/2023
Independence Day	7/4/2021	Independence Day	7/3/2022		
Labor Day	9/5/2021	Labor Day	9/4/2022		
Nevada Day	10/29/2021	Nevada Day	10/28/2022		
Veterans Day	11/11/2021	Veterans Day	11/11/2022		
Thanksgiving Day	11/25/2021	Thanksgiving Day	11/24/2022		
Family Day	11/26/2021	Family Day	11/25/2022		
Christmas Day	12/25/2021	Christmas Day	12/25/2022		