

**Memorandum of Understanding between the
Association of Sparks Fire Department Classified Chief Officers
and the City of Sparks**

WHEREAS, the Association of Sparks Fire Department Classified Chief Officers (Association) and the City of Sparks (City) previously ratified a Collective Bargaining Agreement (Agreement) governing the period July 1, 2024, through June 30, 2027 (AC-6078); and

WHEREAS, the Association and the City mutually desire to amend the Agreement as to the procedures governing a personnel reduction; and

WHEREAS, the Association and the City mutually desire to amend the Agreement's provisions regarding military leave;

NOW, THEREFORE, the Association and the City hereby agree to amend the Agreement as follows:

Section I: The Association and the City agree to add a new Article O to Section 1 of the Agreement, which shall read as follows:

Article O. PERSONNEL REDUCTION

In the event of personnel reduction due to reorganization, budget constraints, or other operational needs, the Chief Officer with the least seniority in their job classification, not seniority with the City, and taking into account disciplinary actions within the past year, shall be laid off or demoted in job classification first. The personnel reduction within the Chief Officers shall follow the following formula: One point shall be allowed for each complete month of continuous service in the job classification. Twelve (12) points will be deducted for any disciplinary action greater than a written reprimand agreed to or affirmed on appeal, incurred within a one-year period prior to the date of the personnel reduction. If there are two employees with the same seniority points and the same hire date in the job classification, seniority will be determined by City seniority. Employees with the least total points will be laid off first, in numerical order from low to high.

No additional employees shall be promoted into the job classification until all employees demoted under this Article have been offered reinstatement. This Article does not apply where the layoff, demotion, or transfer is the result of disciplinary action, unsatisfactory performance, or other performance-related issues.

Section II: The Association and the City agree to amend Section 2, Article A(8) as follows:

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 A~~ leave of absence without pay shall not be credited as full-time service.

Section III: The Association and the City agree to amend Section 4, Article G as follows:

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 ordered to active duty in time of war or emergency, or other actions expressly approved by the City Manager by Amendment of Administrative Rule 6.030, after use of 15 consecutive working days of either paid or unpaid military leave, for any difference between the gross income as an active service member (defined as including the employee's base pay plus all other entitlements on the LES, such as Basic Allowance for Housing (BAH), Basic Allowance for Subsistence (BAS), or Overseas Housing Allowance (OHA), and any other allowances or incentive pays regardless of tax status, such that it includes the gross amount received by the military member in a pay period) military pay received and the employee's base pay gross wages from the City (defined as regular reoccurring pay excluding overtime, holiday, callback and stand by pay, or as defined by an employee's contract) (including education pay and clothing allowance, and division chief assignment pay if applicable) at the beginning of military reservist leave.

IN WITNESS WHEREOF, the Association and the City have caused this Memorandum of Understanding to be duly executed by their authorized representatives.

ASSOCIATION OF SPARKS FIRE
DEPARTMENT CLASSIFIED
CHIEF OFFICERS

Derek Keller
Derek Keller, Chief Negotiator

CITY OF SPARKS

Ed Lawson
Ed Lawson, Mayor

ATTEST:

 
Lisa Hunderman, City Clerk

APPROVED AS TO FORM:

Jessica Colerly
Wes Duncan, City Attorney