

CITY OF SPARKS  
CITY ATTORNEY’S OFFICE RESOLUTION AUGUST 10, 2026, THROUGH JUNE 30, 2029

RESOLUTION  
NO. 3496

INTRODUCED BY  
COUNCIL

A RESOLUTION PROVIDING FOR SALARIES FOR VICTIM ADVOCATE – PROSECUTION AND ASSISTANT, SENIOR AND CHIEF ASSISTANT CITY ATTORNEYS; PROVIDING BENEFITS FOR THESE EMPLOYEES; PROVIDING FOR THE REPEAL OF ALL PRIOR RESOLUTIONS; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

IT IS RESOLVED by the City Council of the City of Sparks as follows:

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## **SECTION 1: ADMINISTRATION**

### **Article A: DESIGNATION OF VICTIM ADVOCATE – PROSECUTION, ASSISTANT, SENIOR AND CHIEF ASSISTANT CITY ATTORNEY**

Victim Advocate – Prosecution, Assistant, Senior and Chief Assistant City Attorneys are listed in Appendix A and are employees who fill positions which require specialized and broad knowledge in a given field. Assistant, Senior, and Chief Assistant City Attorneys require advanced academic work, advanced degrees, and are licensed and in good standing by the State Bar of Nevada.

### **Article B: REPEAL OF PRIOR RESOLUTIONS**

Unless otherwise provided in this Resolution, all previous Resolutions pertaining to the Victim Advocate – Prosecution, Assistant, Senior and Chief Assistant City Attorneys, are hereby repealed.

Benefits provided under this Resolution shall not be revised unless notice is given to all covered employees and opportunity is provided to meet and confer with the City Manager with the right to appeal to the City Council.

### **Article C: EFFECTIVE DATE**

This Resolution shall be effective as of August 10, 2026, and shall continue in force until June 30, 2029, except as otherwise provided herein, or until a successor resolution has been approved by City Council.

### **Article D: GRIEVANCE PROCEDURE**

1. **Defined:** A grievance means a disagreement as to the interpretation or application of a provision of this Resolution to a specific factual situation. “Grievance” does not include any matter covered by the Sparks City Charter or the Sparks Municipal Code, including the City Attorney’s authority to hire, discipline, remove or discharge Victim Advocate – Prosecution, Assistant, Senior, or Chief Assistant City Attorneys. “Grievance” does not include any disagreement which is merely hypothetical or is not based on an actual factual occurrence.
2. **Procedure:** If an employee has a grievance, the employee shall submit the grievance in writing to the City Attorney. The grievance must set forth all necessary facts and the specific provision of this Resolution which is being questioned. The grievance must give the employee’s interpretation of the language at issue, apply the facts to that language and reach a conclusion. The City Attorney shall review the grievance and shall approve, approve with modifications, or deny the grievance by a written decision letter to the employee dated not more than thirty (30) calendar days after the date the grievance was received. In the event of a denial, the decision letter must set forth the reasons for the decision and be personally served on the employee. If the City Attorney fails to issue the written decision within that 30-day period, the grievance shall be deemed approved.
3. **Appeal:** An employee who is aggrieved by the decision of the City Attorney may appeal the decision to the City Manager by filing a written Appeal letter with the City Manager’s Office within five (5) days after the employee receives the City Attorney’s decision letter. A copy of the grievance and the City Attorney’s decision must be attached to the appeal. The appeal shall only request the City Manager’s review of the grievance and the decision, and must not recite the facts or argument set forth in the grievance or decision, nor add any new facts or argument. The City Manager or his designee shall review the appeal and render a brief written decision on the appeal within thirty (30) days after receiving the appeal. The decision of the City Manager or his designee is final.

### **Article E: SAFETY GRIEVANCE PROCEDURE**

1. An Employee shall immediately bring the matter to the attention of his or her Supervisor. If the Supervisor does not take immediate steps to remedy the unsafe condition, the Employee may file a written safety grievance with the Supervisor.

2. The Supervisor will respond to the grievance within twenty-four (24) hours of the time the written grievance is filed.
3. If the written response of the Supervisor is unsatisfactory, the Employee may present the grievance to the City Attorney within twenty-four (24) hours. The Department Director will review the alleged unsafe condition and will make the final decision on the grievance within twenty-four (24) hours of receiving the grievance.
4. Copies of the safety grievance and the responses at all levels will be provided to the appropriate Safety Committee.

#### **Article F: BASIC WORK WEEK**

Employees, as defined by FLSA, shall be compensated on a bi-weekly basis and shall not be entitled to night differential pay, overtime pay, and worked holiday pay. Employees covered by this Resolution may work an alternative work schedule. However, any alternate work schedule must be approved by the City Attorney or their designee. If approved, any alternative work schedule shall not interfere with assigned duties and can be altered by the City Attorney or their designee at any time and at their sole discretion.

#### **Article G: AT-WILL EMPLOYMENT**

Assistant, Senior and Chief Assistant City Attorneys are employed by the City pursuant to the Sparks City Charter, Section 3.050. The City Attorney may appoint and remove or discharge the Victim Advocate – Prosecution, Assistant, Senior, and Chief Assistant City Attorneys pursuant to ordinances adopted relating thereto.

#### **Article H: LAY-OFF PROCEDURES**

Whenever it becomes necessary in the City Attorney's Office, through lack of work or funds, abolishment of the job, needs of the office, or other good cause to reduce the work force in that department, personnel shall be laid off at the discretion of the City Attorney.

### **SECTION 2: PAY**

#### **Article A: PAY RATES**

Nothing herein or in the adopted classification and compensation program shall restrict management's right to assign and allocate responsibilities, job duties or reclassify a job position. Nothing herein or in the adopted classification and compensation program shall restrict the City Attorney's right to demote, discipline or decrease an employee's salary as provided in this Resolution or in the City Administrative Rules.

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 rate in the range to which employee's position class is assigned. The pay rates in Appendix A have been adjusted based on the 2025 Total Compensation Study due to the labor market analysis or compaction, subject to a seven and one-half percent (7.5%) limit on the maximum increase. Any additional increase to base pay rates indicated by the 2025 Total Compensation Study shall be applied the first full pay period on or after July 1, 2026.
2. General Wage Increase 2026: Effective the first full pay period on or after July 1, 2026, the base pay rates listed in Appendix A as in effect on June 30, 2026, shall be increased by one and one-quarter percent (1.25%).
3. Labor Market Adjustment 2027: Effective the first full pay period on or after July 1, 2027, salary increases shall be determined based on a Total Compensation Study. The survey data for the Total Compensation Study survey will be gathered in January of 2027.

The Total Compensation Study will be based on the following salary and benefit elements and will use the same comparable agencies and methodology as the 2025 Total Compensation Study:

Minimum Base Pay  
 Maximum Base Pay  
 Certification/Education Pay  
 Longevity at Year 10  
 City's Contribution to Insurance Premiums or Similar Benefits  
 Social Security and/or Medicare  
 Deferred Compensation Match  
 PERS Contributions

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to employees governed by this Resolution no later than May 1, 2027. Employees may provide any comments regarding the accuracy of the Total Compensation Survey no later than May 15, 2027. The City will provide a salary increase if the maximum total compensation for a classification falls below the average maximum total compensation of the comparators.

The salary increase, if applicable, shall be implemented as follows: the pay range listed in Appendix A as in effect on June 30, 2027, shall be increased by an amount necessary to bring the City's maximum total compensation up to the average of the total maximum compensation of the comparators, not to exceed an increase of seven and one-half percent (7.5%) in any one year. Salary increases that create compaction issues may result in salary adjustments for other positions following the labor market adjustments.

4. General Wage Increase 2028: Effective the first full pay period on or after July 1, 2028, the base pay rates listed in Appendix A as in effect on June 30, 2028, shall be increased by three percent (3.0%).
5. Pay Periods: Each two-week period shall constitute a pay period. The pay period shall commence on Monday at 12:00 a.m. and end on Sunday at 11:59 p.m. The dates of payment shall be established by the City.
6. Initial Appointment: Upon entering an appointive position, an employee shall receive compensation at the minimum of the salary range in the position for which the employee was hired. When economic conditions, unusual employment conditions or exceptional qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interests, the Human Resources Director may authorize hiring at a higher step in the salary range upon the request of the City Attorney.
7. Promotions: When an employee is promoted to a position allocated to a higher pay range, the employee shall receive the minimum pay rate for the new position class or a five percent (5%) salary increase, whichever is higher, not to exceed the maximum of the pay range. The City Attorney may recommend other salary considerations as he deems necessary. The employee will be placed on a 'promoted' probation, and upon successful completion may be eligible for a merit increase.
8. Long-Term Acting Promotions: Should the long-term acting employee be promoted into the position for which they are in a long-term role, the employee will receive no reduction of pay upon promotion, but will retain the ten percent (10%) pay. Employees subject to the ten (10%) promotion from long-term acting will not receive a probationary five percent (5%) increase in pay.

In no case shall the employee make less than range minimum.

9. Demotions: An employee covered by this Resolution shall be given fifteen (15) days' notice before a demotion is effective. When an employee is demoted to a position in a class allocated to a lower pay range, the employee shall be reduced five percent (5%) or to the maximum rate of the new salary range, whichever is lower. The City Attorney may recommend other salary considerations as deemed necessary.

10. Reduction of Pay: The City Attorney with the approval of the City Manager, may reduce an employee from any salary within the salary range, other than the minimum, to any appropriate salary within the salary range, upon failure of the employee to maintain the standard of work set forth for the position of the salary level at which the employee has been placed. In such event, the employee may again be raised by the City Attorney, with the approval of the City Manager, to a salary level not higher than that from which the employee was reduced without any time requirement or other consent should, in the opinion of the City Attorney, the employee's standard of service be reestablished.
11. Transfers: When an employee is transferred to a position in another class allocated to the same salary range, the employee shall continue at his/her then existing salary level. A transfer will not thereafter exempt the employee from future salary increases as provided in future Resolutions for covered employees.
12. Reclassification of Position: When an employee's position is reclassified to a higher salary range, the employee shall be placed into the new pay range with a minimum five percent (5%) increase. Under no circumstances, however, shall any employee be paid more than the top of the employee's salary range. In those cases where an employee's position is reclassified to a lower pay range, the employee shall be placed into the new pay range at the same pay level in which the employee is presently serving. A reclassification will not thereafter exempt the employee from future salary increases as provided in future Resolutions for covered employees.
13. Part-Time Employment: Full-Time positions currently approved within the budget may be filled on a part-time basis. Benefits attendant to part-time positions (unless otherwise stated in the Group Health Plan Document) shall be determined by the City Manager on an individual basis.
14. Special Pay Considerations: In special circumstances, an employee may choose to reduce their individual pay rate, waive payment of longevity, or other pay considerations. These reductions are voluntary, and will require the submission of a written request, effective for the current fiscal year only.
15. Voluntary Unpaid Time Off: In special circumstances, and with the City Attorney and City Manager approval, an employee may choose to take up to four (4) weeks voluntary unpaid time off per fiscal year. During this period, the employee's benefits will remain in force, with all applicable accruals. This unpaid time off is not considered a Leave of Absence as outlined in Section 4, Article I.
16. Voluntary Pay or Benefits Reduction: Should an employee voluntarily take a reduction in pay, benefits, or hours worked as outlined in Paragraph 11 and 12 above, the City Manager may make non-monetary considerations for the benefit of such employees.

## **Article B: MERIT ADVANCEMENTS**

1. Initial Probationary Period: All original and promotional appointments of persons to vacant positions will be subject to a probationary period of at least six (6) months, not to exceed one (1) year. At the completion of the probationary period, an employee whose service has been certified as satisfactory by the City Attorney shall be deemed a regular employee of the City of Sparks. The employee shall thereupon be eligible for a salary increase.

The City Attorney, upon proper documentation setting forth the reasons for doing so, may extend the probationary period of any new employee with a questionable job performance record. An employee shall not receive any pay increases while in probationary status, other than cost of living adjustments and/or position pay rate adjustments authorized by the City Council.

2. Promotional Probationary Period: The employee will be placed on a six (6) month 'promoted' probation, and upon successful completion may be eligible for a merit increase.

3. **Merit Increases:** An employee who has attained regular status but who has not reached the maximum in the salary range shall be eligible for a merit pay increase, contingent upon the employee's level of job performance, on the anniversary date for that position. An employee who may otherwise be eligible for a merit increase, but who was denied such an increase on the anniversary date, may be eligible for review at the discretion of the City Attorney for a merit salary increase at any subsequent time during the next twelve (12) months.

#### **Article C: BILINGUAL PAY**

Bilingual status shall only be for designated positions. The final decision as to the designation of bilingual status will be made by the Human Resources Director or designee. Bilingual pay will be at the rate of one hundred fifty dollars (\$150.00) per pay period. An employee receiving bilingual pay is required to perform translation duties during normal work hours.

#### **Article D: ACTING TEMPORARY OR ACTING CITY ATTORNEY COMPENSATION**

1. **Acting Temporary:** Any employee covered by this Resolution may be temporarily assigned by the City Attorney. If such temporary assignment is either to fill a position which is vacant or to fill a position during the temporary absence of the employee who holds that position, the employee shall be termed in "Acting Temporary" status.

An employee covered by this Resolution who has been temporarily assigned by the City Attorney to serve in an acting capacity shall receive the minimum pay rate for the new position class, or a five percent (5%) salary increase, whichever is higher, for the temporary time only, not to exceed the maximum of the range for the position assigned. The higher rate of pay will be for no less than eight (8) hours per day. Upon termination in the Acting Temporary position, the employee shall return to the position and the pay range from which the employee was temporarily assigned.

2. **Long-term Acting Temporary Assignment:** If an employee is assigned to a long-term acting temporary assignment for thirty (30) or more consecutive calendar days, beginning with the thirty-first (31<sup>st</sup>) calendar day, the employee shall receive compensation ten percent (10%) greater than the employee's regular salary or the bottom of the acting position's pay range, whichever is greater, not to exceed the maximum of the range for the position assigned. Consecutive calendar days are defined by the assignment, not the employee's attendance. Approved leave days taken during the first thirty (30) consecutive calendar days will not affect the assignment. The ten percent (10%) rate for the long-term acting temporary assignment compensation is paid after the assigned thirty-first (31<sup>st</sup>) calendar day.
3. **Acting City Attorney:** Any employee who is assigned as City Attorney between the incumbent's resignation and the hiring of a new City Attorney or during extended absences as approved by the City Manager shall be appointed Acting City Attorney and be paid an additional ten percent (10%) acting pay over the employee's base salary or the minimum step of the salary range for the City Attorney being replaced, whichever is greater, not to exceed the maximum of the range for the position assigned. In such circumstances, the City Manager may apply additional benefits, up to, but not to exceed Executive benefits at his discretion.

#### **Article E: EMPLOYEE LONGEVITY PAY**

1. **Eligibility:** All Employees who have completed five (5) full years of service with the City, with each year being computed on the 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 one-half of one percent (0.5%) of base salary multiplied by the number of years of service with the City to a maximum of ten percent (10%) of base pay. Effective the first full pay period after July 1, 2025, the maximum dollar payment shall

be four thousand five hundred dollars (\$4,500.00). Effective the first full pay period after July 1, 2027, the maximum dollar payment shall be five thousand dollars (\$5,000.00).

3. Computation and Payment of Longevity Pay: 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 sixteenth (16<sup>th</sup>) of a month shall cause that month to be counted as one month of employment.

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

4. Creditable Service for Longevity Computation: All periods of classified or appointed full-time and/or full-time temporary employment with the City of Sparks shall be considered as creditable service for the purpose of computing longevity eligibility. Temporary service will be credited only after the employee has been granted regular status.

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 as determined by Administrative Rule 6.030(IV)(B)(2)(i), will be considered as creditable service for computation of Longevity Pay.

5. Non-Creditable Service for Longevity Computation: The following shall be deducted from creditable service time for computation of Longevity Pay:
  - a. Any periods that an employee is on authorized leave of absence.
  - b. Periods of service in the active military of the United States Armed Forces in which the employee enlisted voluntarily for active service, other than periods of war time or national emergency.
6. Payment of Longevity Pay upon Termination: An eligible employee shall be paid Longevity Pay upon termination of employment with the City of Sparks. Payment will be made for each complete month between the preceding December 1st and the termination date as stated in Paragraph 2 of this Article.
7. Death of Employee: Upon the death of an employee presently on the employment records of this City, one hundred percent (100%) Longevity Pay shall be paid to the employee's beneficiaries or estate.

#### **Article F: AUTO ALLOWANCE**

The City Manager is authorized to designate specific employees covered under this resolution and upon the employee providing proof of personal car insurance, to receive an auto allowance. This rate will be reviewed and adjusted by the I.R.S. published increase or decrease in allowable expense, effective the first complete pay period of July each year. The City Manager may, as auto travel requirements change for any position, add or remove designated employees to receive an auto allowance. If the auto allowance designation is removed for an employee, the auto allowance payment will continue for a period of ninety (90) days following the removal of such designation. Employees receiving an auto allowance are not entitled to use of a City vehicle unless authorized in advance by the City Manager.

The City Manager may, with the approval of the City Attorney, at the request of an employee covered under this Resolution designate employees to utilize a City owned vehicle for City Business. Employees so designated shall be permitted to take the vehicle home for after hour's meetings or for emergency response. Employees designated to receive this option shall not be entitled to an Auto Allowance.

#### **Article G: CITY-ISSUED CELL PHONE**

If deemed necessary by the City Attorney, an employee under this Resolution shall receive a City-issued cellular phone to be used in conducting City business.

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### **SECTION 3: BENEFITS**

#### **Article A: GROUP HEALTH, LIFE AND LONG-TERM DISABILITY INSURANCE**

1. Eligibility: All employees are eligible for group health insurance (medical, dental, vision, pharmacy, life) and long term disability insurance, and may on the first of the month following employment, be eligible to enroll in the City's group health insurance plan and long term disability insurance, provided however, such employee is not excluded from enrollment by conditions of the Group Health Plan Document.
2. City and Employee Share of Premium:
  - a. The City shall pay the entire premium for group health and life insurance for each employee and for the employee's eligible dependents for employees hired on or before June 30, 2006.
  - b. For employees hired on or after July 1, 2006, the City shall pay the entire premium for group health and life insurance for each employee and seventy-five percent (75%) of the actuarially determined premium for the employee's eligible dependents enrolled in the City's plan and employees shall pay twenty-five percent (25%) of the monthly insurance premium for their eligible dependents.
  - c. The City shall pay one hundred percent (100%) of the total premium for the basic long-term disability plan offered by the City. Additional premium for any "buy-up" to the plan is the employee's responsibility.
3. Status While on Leave of Absence: An employee on Leave of Absence from the City over 30 days may continue to carry the City Group Insurance Policy and long-term disability policy by making full premium payment in compliance with applicable federal regulations.
4. Long-Term Disability Insurance upon Separation from City Service: Employees who separate from City service may be eligible to convert the long-term disability coverage through the insurance company. The individual is responsible for one hundred percent (100%) of the premium cost and shall pay the premium directly to the insurance company.
5. 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.

#### **Article B: HEALTH INSURANCE UPON RETIREMENT**

1. **Eligibility:** Employees hired, transferred, or promoted into this Resolution will retain sick leave conversion rights outlined in this resolution at the time of retirement. Upon separation of City employment, an employee may choose to elect conversion of accumulated sick leave, or cash out of accumulated sick leave, provided minimum years of service and other eligibility requirements are met.
2. **Conversion of Accumulated Sick Leave:** Employees qualifying for retirement under Nevada PERS with a minimum of ten (10) years of continuous service with the City of Sparks may elect to convert the following percentages of accumulated sick leave to an unfunded City account for the purpose of paying for group health insurance coverage under the City's group health insurance plan on a monthly basis.

| <b>Years of Service</b> | <b>Percentage of Sick Leave Converted</b> |
|-------------------------|-------------------------------------------|
| 10                      | 65%                                       |
| 15                      | 75%                                       |
| 20                      | 85%                                       |
| 22                      | 90%                                       |
| 23                      | 95%                                       |
| 25 or more              | 100%                                      |

The employee's sick leave conversion account shall be assigned a present value as of the date of retirement equal to the number of hours of accumulated sick leave times the employee's base hourly rate times the conversion amount, at the time of retirement. The City will account for a retiree's accumulated sick leave and debit said account on a dollar-for-dollar basis.

The City will pay the retiree's group health insurance coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium, or if the retiree has made arrangements to pay for the City coverage directly. When the fund runs out, the retiree will be required to pay the monthly premium or be subject to loss of benefits.

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

A surviving spouse will continue to receive medical coverage under this benefit so long as there is a balance of accumulated sick leave adequate to cover the monthly premium, or if the spouse has made arrangements to pay for the City coverage directly.

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

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

coverage from the retiree’s accumulated sick leave balance and paying the actual cost of such coverage out of the appropriate City fund.

The retiree may request an annual summary of the sick leave conversion balance.

- 3. Sick Leave Cash-Out Provision Upon Retirement: As an alternative to Sick Leave Conversion, employees separating from City employment with a minimum of ten (10) years of continuous service with the City of Sparks, may elect a cash out of this benefit, as follows:

| Years of Service | Cash-Out Percentage |
|------------------|---------------------|
| 10               | 30%                 |
| 15               | 75%                 |
| 20               | 85%                 |
| 22               | 90%                 |
| 23               | 95%                 |
| 25 or more       | 100%                |

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

The maximum annual payment will not exceed twenty-five thousand dollars (\$25,000.00). Once an election is made in writing, it may not be changed. Upon death of the employee, payments cease. 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.

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 eligible to continue on the City’s group health insurance plan for themselves and dependents. An employee may return to the City’s group health insurance plan pursuant to NRS 287.0205 and/or the group health insurance Plan Document then in effect during the City-wide open enrollment period, provided the employee pays the full cost of coverage, and annual payments will continue as selected.

Upon a non-service related death of the employee, the employee’s beneficiaries or estate will receive a on- 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 (\$25,000.00). After the initial payment, the payments cease.

**Article C: RETIREMENT**

The retirement rights of the employees are as provided by the Statutes of the State of Nevada. The City will pay one hundred percent (100%) of the employee’s retirement contribution to the Retirement System. 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 which are approved in writing in advance by the City Attorney and the Human Resources Manager.

Reimbursement is subject to all courses being acceptable as determined by the appropriate City Attorney and/or Human Resources. Approved certificate programs may also qualify for consideration under this article.

As an alternative to the formal tuition reimbursement program, employees may request payment equal to the one thousand, five hundred (\$1,500.00) be paid to them once annually. Election of the cash option voids eligibility for reimbursement.

#### **ARTICLE E: MATCHING DEFERRED COMPENSATION**

Each employee that is an active participant and contributes a minimum of one hundred twenty-five 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 amount. If an employee does not have a City-authorized deferred compensation account, the City will not be required to provide any matching monies.

Effective the first full pay period after July 1, 2027, each employee that is an active participant and contributes a minimum of one hundred fifty dollars (\$150.00) per pay period to a City-approved deferred compensation program will have their contributions matched by the City, not to exceed one hundred fifty dollars (\$150.00) per pay period, capped at the Internal Revenue Service amount. If an employee does not have a City-authorized deferred compensation account, the City will not be required to provide any matching monies.

#### **SECTION 4: LEAVE BENEFITS**

##### **Article A: HOLIDAYS**

1. The following holidays are established as legal holidays:

|                                   |                               |
|-----------------------------------|-------------------------------|
| 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 or the City of Sparks, or by the Governor of the State of Nevada or any national holiday declared by the President of the United States. Special holidays granted by the President of the United States for Federal Employees under Executive Order 11582 are not City Holidays.

2. Holidays shall be observed as follows:
  - a. If a legal holiday falls on the first day of an employee's scheduled day off, the day preceding work day shall be observed as a holiday.
  - b. If a legal holiday falls on the second or succeeding day of consecutive scheduled days off, the next succeeding work day shall be observed as a holiday.

**Article B: ANNUAL LEAVE**

1. **Eligibility:** For the purpose of determining eligibility for Annual Leave, the term “continuous service” shall be that service commencing with appointment to a position and continuing until termination. 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, paid parental leave, Voluntary Unpaid Time Off as outlined in Section 2, Article A or injury or illness incurred in the City service shall be deemed actual service.
2. **Qualifying Period:** An employee is not entitled to take Annual Leave until the probationary period has been completed.
3. **Accrual of Annual Leave:** A regular, full-time employee will be granted annual leave benefits as follows:

| <b>Years of Continuous Service</b> | <b>Accrual Rate per Bi-Weekly 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                                    |

The maximum hours to be accumulated are five hundred sixty (560) hours.

4. **Authorizations:** All Annual Leave shall be taken at such times of the year as may be approved by the City Attorney.
5. **Annual Leave Policy:** It is hereby declared to be the policy of the City that employees take their normal Annual Leave each year; provided, however, that for reasons deemed sufficient by the City Attorney, an employee may, with the consent of the City Attorney, take more or less than the normal Annual Leave one year with a correspondingly longer or shorter Annual Leave the following year. City Manager approval is required for all vacation requests longer than three (3) consecutive weeks.
6. **Resignation and/or Retirement:** A person about to retire under PERS and who has earned Annual Leave may be granted Annual Leave for the time so earned not to exceed the maximum hours of accumulated Annual Leave as described in this Article. Such Annual Leave must be taken prior to the effective date of any such resignation or retirement; or in lieu of such Annual Leave, an employee may be granted a lump sum payment for Annual Leave time accrued to employee’s credit. All other employees will be granted a lump sum payment for Annual Leave time accrued to employee’s credit.
7. **Death of Employee:** Upon the death of a person presently on the employment records of this City, a lump sum payment for Annual Leave time accrued to the employee’s beneficiaries or estate.
8. **Minimum Annual Leave to be Taken:** The minimum Annual Leave time which may be taken at any one time by any employee shall be one (1) day.
9. **Annual Leave on a Holiday:** An employee who is on Annual Leave on a holiday shall not be charged Annual Leave for that holiday.
10. **Annual Conversion:** An employee may elect to cash out annual leave up to eighty (80) hours per fiscal year. Annual leave conversion must be taken in forty (40) hour increments. The employee must have a minimum of one-hundred, sixty (160) hours prior to cash out to utilize this benefit.

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## **Article C: SICK LEAVE**

1. **Eligibility:** For the purposes of determining eligibility for Sick Leave allowance, the term “continuous service” shall be that service commencing with appointment to a position and continuing until termination.

For the purpose of determining Sick Leave earned, the term “actual service” shall mean the number of days actually worked on the job; provided, however, that absence from work due to Sick Leave with pay, Annual Leave with pay, Voluntary Unpaid Time Off as outlined in Section 2, Article A, injury or illness incurred in the City service and absence on temporary military duty shall be deemed actual service.

2. **Accrual of Sick Leave:** Employees working on a classified, appointed or probationary basis shall earn Sick Leave credits at the rate of five (5) hours per bi-weekly period or major fraction thereof, computed on the basis of calendar days of actual service.

Unrestricted Maximum: Accumulation of Sick Leave accruing to an employee’s credit which is not used during the year in which earned may accumulate from year to year without restriction to a maximum amount. Accrual of Sick Leave shall cease after any period of continuous Sick Leave having duration of six (6) calendar months

3. **Authorized Use of Sick Leave:** Sick leave, with pay, can only be granted upon the approval of the City Attorney or designee in the case of bona fide illness or injury of an employee or, illness, injury or death of any relative within the third degree of consanguinity or affinity, as outlined on Appendix B.

Sick leave used for bereavement shall be limited to forty (40) hours per incident, except as approved in advance by the City Manager or designee. Use of bereavement leave is limited to the relatives listed on Appendix B.

4. **Certificate of Illness:** Evidence in the form of a physician’s certificate or certificate of illness shall be furnished as proof of adequacy of the reason for the employee’s absence during the time when sick leave was requested. A certificate may be required by the City Attorney when there is:

- a. Absence in excess of three (3) days; or,
- b. Reason to believe that the Sick Leave privilege is being abused.

5. **Forfeiture of Sick Leave:** No City employee shall be entitled to Sick Leave while absent from duty on account of any of any disability arising from any conduct which is in violation of federal, state or local statute, written City or departmental policy or direct order of the Department Director, or, Sickness or disability sustained while on Leave Without Pay.

6. **Advancing Sick Leave:** Upon application of an employee and approval and justification by the City Attorney, an employee may be advanced Sick Leave. Advanced Sick Leave will not exceed sixty (60) days and will be subject to the following:

- a. Request for advancement of Sick Leave will be supported by a medical certificate.
- b. All available accumulated Sick Leave will be exhausted before advancement.
- c. All available accumulated Annual Leave will be exhausted before advancement.
- d. All available Personal Leave Days will be exhausted before advancement.
- e. There is reasonable assurance that the employee will return to duty to earn and repay the advance credits.

- f. If the employee terminates prior to restoring advanced sick leave, any amounts owing will be deducted from the employee's final paycheck.
  - g. The City Manager will be the final approving authority on such request.
  - 7. Recovery for Damages: If an employee recovers damages for time lost, the employee shall not receive Sick Leave pay under this article for the same time; or having received sick leave prior to the recovery of damages, the employee shall repay the City for any amount paid therefore under this article.
  - 8. Minimum Sick Leave to be Taken: The minimum Sick Leave time which may be taken by the employee shall be one (1) day.
  - 9. Payment for Accumulated Sick Leave: Employees in good standing with a balance more than four hundred (400) hours of sick leave may cash in a portion of the balance over four-hundred (400) hours once each year and shall be credited with twenty percent (20%) of the cashed in balance. For example, an employee cashing in one hundred twenty (120) hours receives credit for twenty-four (24) hours back ( $120 \text{ hours} \times .2 = 24 \text{ hours}$ ). To be eligible for the cash in privilege, employees must maintain a minimum sick leave balance of four hundred (400) hours and may not cash in more than four-hundred (400) hours over their minimum required balance. The maximum cash in pay back shall be eighty (80) hours ( $400 \text{ hours} \times .2 = 80 \text{ hours}$ ), which requires a minimum of eight-hundred (800) hours on the books prior to the cash in.
- This election must be made by June 1, with payment made to the employee with the second paycheck in July. The dollar amount of this cash-in credit, which will be paid at the employee's base salary as of July 1, will be paid directly to the employee. Employees may elect to retain more than four hundred (400) hours before cashing in hours, or they may decide to not cash in any hours for one or more years. The cash-in privilege is at the discretion of employees electing this benefit.
- 10. Return to Work: Any employee certified by a physician to be absent from work for a specified period of time due to illness or injury must present a physician's release if the employee wishes to return prior to the date originally specified by the physician.

#### **Article D: CATASTROPHIC LEAVE**

Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated sick leave during any calendar year directly to another employee in the Sparks City Attorney's Office, whether it be to an employee covered in this Resolution or to the Classified employees that work within the Sparks City Attorney's Office, who have no accumulated sick hours, but who are otherwise eligible to take paid sick leave. Nothing in this section precludes an employee working in the City Attorney's Office from donating to the Sick Leave Bank utilized by city employees outside the of the City Attorney's Office. City Attorney's Office employees may transfer sick leave hours to either fellow City Attorney's Office employees or the Sick leave bank utilized by City employees outside the City Attorney's office.

The employee to whom sick leave time is donated must have exhausted all paid time (sick, annual, personal and compensatory time) prior to receiving donated time.

- a. Once sick leave has been donated or transferred, it cannot be refunded to the donor making the transfer. If the employee receiving the donation does not utilize all time donated, they will retain any remaining balance. This does not preclude any future catastrophic leave transfers between members.
- b. There is no maximum on the number of individuals to which eighty (80) hour donations may be made in a year (i.e., one employee may donate to several employees in a year).
- c. An employee who receives leave from a transfer under this Section is entitled to pay at the employee's own rate of pay.

### **Article E: SICK LEAVE BANK**

Employees covered in this Resolution, 'pool' Sick Leave hours with employees covered in the Management, Professional and Technical Resolution.

1. An employee may request in writing that a specified number of hours of accrued annual or sick leave may be transferred from the employee's account to City Attorney Employees or the Sick Leave Bank.
2. The minimum number of hours which may be transferred is eight (8) hours. Any hours transferred from an employee's account may not be returned or restored to that employee. This section, however, does not prevent an employee from receiving leave from other City Attorney Employees or the sick leave bank.
3. An employee who is about to exhaust all accrued leave may request, in writing, that a specified number of hours be transferred from either Sick Leave Bank to the employee's own account. The request should include, at a minimum, the employee's name and a description of the need and the expected duration.
4. An employee may not receive leave from either "bank" until all of the employee's sick, annual and personal hours have been exhausted.
5. An employee who receives leave is entitled to pay at the employee's own rate of pay.
6. Upon receipt of a request for leave, the Human Resources Manager shall notify the Committee, made up of two (2) appointees by the City Manager and the Human Resources Manager. The Committee shall meet to review the request. The Committee may approve or deny transfer of a specified number of hours from 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 may review the status of any leave granted to an employee and determine whether or not there is a continuing need for the granted leave.

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

- a. The need ceases to exist; or,
  - b. The employee who is receiving the leave resigns or the employee's employment with the appointing authority is terminated.
7. Any leave that the employee received from the "bank" which was not used or upon resignation or termination of the employee must be returned to the "bank."

### **Article E: WORKERS COMPENSATION LEAVE**

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

Employees who have used all sixty (60) days of workers' compensation leave, or those with an industrial injury or occupational disease with a different employer may elect to receive, current, full, regular pay and benefits from the City instead of 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.

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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 and 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 and 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.

#### **Article F: COURT LEAVE**

Any Employee appearing in any court or before the Grand Jury as a party to an action arising out of City employment or as a witness to either a civil or criminal case for the purpose of giving testimony as to facts or knowledge received in the course of City employment, shall receive full compensation as though actually on the job during such time. The employee shall claim any jury, witness or other fee to which the employee may be entitled by reason of such appearance and forthwith pay the same over to the City to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowance. If the employee is on duty and witnesses an event not related to the performance of their duty, but as a bystander witness, they will not be compensated for the court appearance. Additionally, the employee will not be paid court pay for any court appearance as a witness against the City.

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

#### **Article G: MILITARY LEAVE**

Military leave shall be in compliance with the Uniformed Services Employment & Re-Employment Rights Act of 1994, and the City's Administrative Rule on Military Leave.

Any employee covered by the Resolution who is absent due to mandatory training in the U.S. National Guard or Reserve will serve without loss of City compensation for a period not to exceed fifteen (15) working days in any one calendar year. Any such absence shall not be deemed to be an employee's annual leave.

#### **Article H: LEAVE OF ABSENCE**

An employee, as defined by Fair Labor Standards Act (FLSA), who is absent for a full day is entitled to compensation for sick leave, Annual Leave, or other paid leave. Any employee who is absent for a full day due to illness or Annual Leave is only entitled to compensation in relation to the amount of accumulated Sick Leave, Annual Leave, or other paid leave.

#### **Article I: STATUS WHILE ON LEAVE OF ABSENCE**

Official Leaves of Absence may be granted to employees as authorized by the City Attorney and the City Manager, not to exceed one (1) year. Any employee on such leave shall receive no compensation from the City during the period of absence.

The leave of absence shall be deemed to be in the best interest of the city. An employee must have five (5) years of service to be eligible for a leave of absence.

A leave of absence may not be granted to seek employment outside the City, or receive pay from another employer during the leave of absence.

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## **Article J: PERSONAL LEAVE**

Employees covered by this resolution are eligible for five (5) Personal Leave days. The Personal Leave days shall be available in full with the first full pay period in July of each year and any unused days shall expire at the end of the pay period that includes June 30 of each year.

The personal leave shall be scheduled using the same process for Annual Leave. As an alternative, each employee may elect to convert the personal days to cash by notifying the Payroll Division.

## **Article K: 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. 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 workers' compensation benefits.

# **ARTICLE L: PAID PARENTAL LEAVE**

Subject to the requirements and limitations in this Article, employees covered by this Resolution who are eligible for leave under the Family and Medical Leave Act (FMLA) are eligible for up to one hundred sixty (160) hours of paid parental leave following the birth of a child of the employee or the placement of a child with an employee for adoption or foster care.

1. Paid parental leave will not exceed one hundred sixty (160) hours in any rolling twelve (12) month period, regardless of whether more than one birth, adoption, or foster placement occurs within that period.
2. Paid parental leave will run concurrently with any applicable FMLA leave. To receive paid parental leave, an employee must meet all qualifications for FMLA leave for the birth of a child of the employee or the placement of a child with an employee for adoption or foster care. Employees should consult the City's Administrative Rules for more information about FMLA leave.
3. Paid parental leave must be used within twelve (12) months of the birth or placement of the child. Any unused paid parental leave will be forfeited twelve (12) months after the birth or placement of the child.
4. Upon termination of employment for any reason, an employee will not be paid for any unused paid parental leave for which they were eligible.

**PASSED AND APPROVED this 10th day of August, 2026, by the following vote of the City Council:**

AYES: Abbott, VanderWell, Anderson, Bybee, Rodriguez

NAYS:

ABSENT:

**APPROVED this 10th day of August, 2026, by:**

*Ed Lawson*

ED LAWSON, MAYOR

ATTEST:

APPROVED AS TO FORM:

*Lisa Hunderman*

LISA HUNDERMAN, CITY CLERK



*Wes Duncan*

WESLEY K. DUNCAN, CITY ATTORNEY

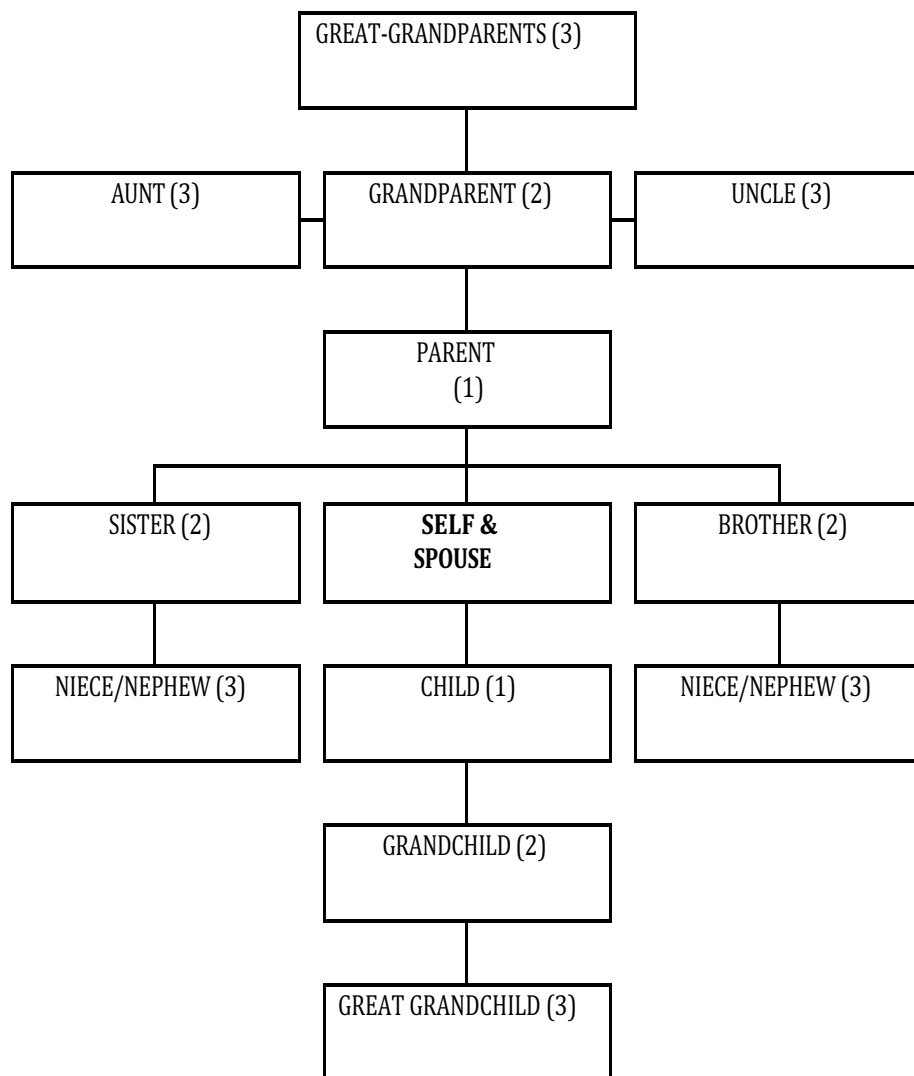
**APPENDIX A – JOB CLASS AND SALARY WAGE RANGES**

| <b>Effective Date:</b>                    | <b>07/14/25</b>         |                         | <b>07/14/25</b>         |                         |
|-------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <b>Position</b>                           | <b>Hourly<br/>Min *</b> | <b>Hourly<br/>Max *</b> | <b>Annual<br/>Min *</b> | <b>Annual<br/>Max *</b> |
| Assistant City Attorney I - Criminal      | \$40.22                 | \$60.34                 | \$83,658                | \$125,507               |
| Assistant City Attorney II - Criminal     | \$44.63                 | \$66.95                 | \$92,830                | \$139,256               |
| Assistant City Attorney Senior - Criminal | \$53.61                 | \$80.41                 | \$111,509               | \$167,253               |
| Assistant City Attorney I - Civil         | \$44.63                 | \$66.95                 | \$92,830                | \$139,256               |
| Assistant City Attorney II - Civil        | \$50.01                 | \$75.01                 | \$104,021               | \$156,021               |
| Assistant City Attorney Senior - Civil    | \$60.02                 | \$90.05                 | \$124,842               | \$187,304               |
| Chief Assistant City Attorney             | \$69.32                 | \$103.96                | \$144,186               | \$216,237               |
| Victim Advocate - Prosecution             | \$30.53                 | \$45.81                 | \$63,502                | \$95,285                |

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

## **APPENDIX B – CONSANGUINITY & AFFINITY CHART**

### **DEGREES OF CONSANGUINITY AND AFFINITY**



**Note:**

- Spouse includes Domestic Partner.
- Step-family is included in all categories in the diagram above.