

Amendment to Collective Bargaining Agreement
City of Sparks, Nevada
and the
Officers Association of Sparks Fire Department Classified Chief Officers
April, 2009

This Amendment to the Collective Bargaining Agreement (Amendment) is entered into between the City of Sparks, Nevada, a municipal corporation ("City"), and the Association of Sparks Fire Department Classified Chief Officers (Officers) and is adopted pursuant to Article 28 of the Collective Bargaining Agreement.

Recitals

- a. The City and Officers entered into a multi-year Collective Bargaining Agreement (CBA) for the period beginning July 1, 2005, through June 30, 2010, which was approved by the Sparks City Council on November 13, 2007.
- b. The City has requested financial assistance from the Officers, in the form of "a concession in salaries or benefits to equal four point two five percent (4.25%) of salary plus PERS benefits", to aid in balancing of the City's Budget for FY 2009-2010. The City has indicated that in the event concessions are not made by the Officers, personnel reductions (lay-offs) would be required to balance the budget.
- c. On the basis of the above stated recitals, the City and Officers have agreed to this amendment of the CBA on the Terms and Conditions set out below.

Terms and Conditions

1. The duration of the CBA shall be extended from June 30, 2010 to June 30, 2011.
2. The raises currently scheduled for July 1, 2009, and January 1, 2010, shall be postponed for a period of one year from their respective original implementation dates, and will, subject to Paragraph 3 immediately below, become effective on July 1, 2010, and January 1, 2011.
3. The July 1, 2009 and January 1, 2010, pay increases, as specified in the CBA prior to modification by this Amendment, shall be utilized with respect to any member who retires from employment with the City during the time period beginning on July 1, 2009, and ending on January 1, 2011, in determining the amount of payout when calculating Compensatory Time, Holiday Compensatory Time (Articles 10 and 12), Annual Leave (Article 17), and Sick Leave (Article 18) conversions. In this regard, it is the intention of the Parties that a member of the bargaining unit who retires between July 1, 2009 and July 1, 2011 shall receive the same amount as a result of the conversion of Annual Leave, Sick Leave and Holiday Compensatory Time upon retirement that the member would have received if the raises currently scheduled for implementation on July 1, 2009 and

January 1, 2010, had both been implemented July 1, 2009, provided that the language of this subsection shall not be interpreted to mean that any retiring member is entitled to actually receive the raises on the originally scheduled dates or to create any right to back pay upon retirement.

4. The parties agree that in order to carry the intent of this amendment into effect, the language of the current CBA Articles shall be changed so that the Articles read as set out below:
5. Any provision of the CBA which is not modified by this amendment shall remain unchanged and in full force and effect throughout the term of the CBA, as that term is modified by this amendment.

Article 7. PAY RATES

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

Fiscal Year 2005-2006

For the contract year 2005-2006, base salary rates for all bargaining groups members shall be increased four percent (4.0%) above the base salary rates in effect June 30, 2005, effective and retroactive to the first full day of the first full pay period following July 1, 2005.

For the contract year 2005-2006, base salary rates for Fire Apparatus Operator and Step 4 Firefighter shall be increased one point five percent (1.5%) above the base salary rates in effect December 31, 2005, effective and retroactive to the first full pay period following January 1, 2006.

Fiscal year 2006-2007

For the contract year 2006-2007, base salary rates for all bargaining group members shall be increased four percent (4%) above the base salary rates in effect June 30, 2006, effective and retroactive to the first full day of the first full pay period following July 1, 2006.

Fiscal Year 2007-2008

For the contract year 2007-2008, base salary rates for all bargaining group members shall be increased one thousand one hundred dollars (\$1,100) above the base salary rates in effect June 30, 2007, followed by a two percent (2%) increase to base salary rates, effective the first full day of the first full pay period following July 1, 2007.

For the contract year 2007-2008, base salary rates for all bargaining group members shall be increased three percent (3%) above the base salary rates in

effect December 31, 2007, effective the first full day of the first full pay period following January 1, 2008.

Fiscal Year 2008-2009

For the contract year 2008-2009 base salary rates for all bargaining group members shall be increased \$600 above the base salary rates in effect June 30, 2008, followed by a two point one percent (2.1%) increase to base salary rates, effective the first full day of the first full pay period following July 1, 2008.

For the contract year 2008-2009, base salary rates for all bargaining group members shall be increased two point one percent (2.1%) above the base salary rates in effect December 31, 2008, effective the first full day of the first full pay period following January 1, 2009.

Fiscal Year 2009-2010

No salary rate increase shall be applied.

Fiscal Year 2010-2011

For the contract year 2010-2011, base salary rates for all members of the bargaining group shall be increased two point one percent (2.1%) above the base salary rates in effect June 30, 2010, effective the first full day of the first full pay period following July 1, 2010.

For the contract year 2010-2011, base salary rates for all bargaining group members shall increase twopoint one percent (2.1%) above the base salary rates in effect December 31, 2010, effective the first full day of the first full pay period following January 1, 2011.

Article 8. PAY INCREASES

All Officers employed by the City shall be paid according to this Agreement effective July 1, 2005, through June 30, 2011. The step advancement system shall be based on objective testing standards.

Article 18. SICK LEAVE

L. Sick Leave Conversion

- (1) Eligibility: Employees who elect to have sick leave payoff in cash in accordance with this agreement are not entitled to elect conversion of accumulated sick leave to an insurance benefit. Employees electing sick leave conversion to an insurance benefit are not entitled to sick leave payoff in cash.
- (2) Conversion of Accumulated Sick Leave: Employees retiring and qualifying for retirement under Nevada PERS with a minimum of twenty (20) years of

total service with the City of Sparks may elect to convert seventy five percent (75%) of the employee's accumulated sick leave balance to an unfunded city account for the purpose of paying for medical coverage under the city's then-existing group medical insurance plan or the Public Employees Benefit Plan (PEBP) or other subsidy on a monthly basis.

Employees retiring and qualifying for retirement under Nevada PERS with a minimum of between twenty-one (21) and twenty-five (25) years of total service with the City of Sparks may elect to convert the following percentages of the employee's accumulated sick leave balance to an unfunded city account for the purpose of paying for medical coverage under the city's then-existing group medical insurance plan or the PEBP or other subsidy on a monthly basis.

<u>Years of Continuous Service</u>	<u>Conversion Percentages</u>
21 years or more	80
22 years or more	85
23 years or more	90
24 years or more	95
25 years or more	100

The account would be assigned a present value as of the date of retirement equal to the number of hours of accumulated sick leave multiplied by the employee's base hourly rate at the time of retirement. The provisions of Paragraph 3 of the Terms and Conditions of this amendment shall be utilized when determining the base hourly rate of employees retiring on or before January 1, 2011. The City will account for a retiree's accumulated sick leave and debit said account on a dollar-for-dollar basis. The City will pay the retiree's medical coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

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

A surviving spouse will continue to receive medical coverage under this benefit so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

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

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

Article 12. HOLIDAYS AND HOLIDAY PAY

E. Holiday Compensatory Time

- (6) **Payment for Unused Holiday Compensatory Time:** If the employee elects in some future fiscal year to receive holiday pay in lieu of holiday compensatory time, the employee will be paid for any accrued holiday compensatory time in the first pay period following said election at the employee's current regular hourly rate. The provisions of Paragraph 3 of the Terms and conditions of this Amendment shall be utilized when determining the current regular hourly rate of employees retiring on or before January 1, 2011. Prior to transfer to a forty (40) hour assignment or transfer into a bargaining unit which does not provide for holiday compensatory time in the same manner as this Agreement, the employee will be compensated for all accrued holiday compensatory time off at the employee's current regular hourly rate. A fifty six (56) hour work week employee who is on a temporary shift change to a forty (40) hour work week who requests payment for any unused holiday compensatory time shall be paid at his/her fifty six (56) hour hourly rate.

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

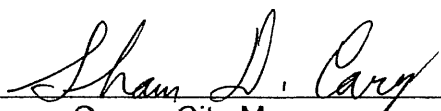
Article 17. ANNUAL LEAVE

- H. **Resignation and/or Retirement:** A person about to resign or about to retire under the provisions of the state Retirement Act or who is to be laid off without fault on her/his part, and who has earned a vacation, may be granted a vacation for the time so earned not to exceed the maximum for her/his classification. Such vacation must be taken prior to the effective date of any such resignation, retirement or lay-off; or, in lieu of such vacation, an employee may be granted a lump sum payment for vacation time accrued to her/his credit. Prior to termination

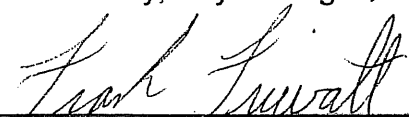
of employment the employee will be compensated for all accrued holiday compensatory time off. The provisions of Paragraph 3 of the Terms and Conditions of this amendment shall be utilized when determining the current rate of pay to be paid for the vacation time of employees retiring on or before January 1, 2011.

Article 34. DURATION OF AGREEMENT

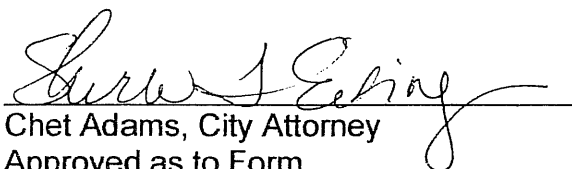
This Agreement shall take effect July 1, 2005, and shall continue in force until June 30, 2011.



Shaun Carey, City Manager



Frank Frievall, Chief Officers Association



Chet Adams, City Attorney
Approved as to Form

4-27-09

Date