

CITY OF SPARKS, NEVADA  
and the  
SPARKS POLICE PROTECTIVE ASSOCIATION  
MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Sparks, Nevada, a municipal corporation (City), and the Sparks Police Protective Association (SPPA) have previously entered into a Collective Bargaining Agreement on February 12, 2024, which expires on June 30, 2025; and

WHEREAS, the City and SPPA mutually desire to revise the provisions of the Collective Bargaining with respect to carry-over of compensatory time to cover qualifying medical events; and

WHEREAS, the parties have met and have agreed to the following terms amending the February 12, 2024 Collective Bargaining Agreement;

NOW, THEREFORE, the following terms will be effective the first full pay period following City Council approval of this Memorandum of Understanding:

- I. Section 4, Article I, Compensatory Time, shall be amended as follows:
  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 time sheet. When working on overtime funded by a grant, time cannot be placed in the compensatory bank.
  2. Granting of Compensatory Time Off: Granting of compensatory time off is subject to the following:
    - a. That the period of overtime was necessary 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. Maximum Accumulation: The balance of compensatory time bank will at no time exceed four hundred, eighty (480) hours.

- 4. 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.
- 5. Compensatory Time Carry-Over: Compensatory time elected to carry over at the end of the fiscal year shall not exceed ninety-six (96) hours, ***provided, however, that an employee who does qualify or reasonably expects to qualify for leave under FMLA during the remainder of the calendar year may request to carry over up to two hundred fifty (250) hours of compensatory time. Such request shall be submitted in writing to the Payroll Division no later than June 15 of any given year and may be approved or denied by the Police Chief based on the business needs of the City.***

Any provision of the February 12, 2024 Collective Bargaining Agreement that is not modified by this Memorandum of Understanding shall remain unchanged and in full force and effect through June 30, 2025, unless otherwise modified by the parties in writing.

IN WITNESS WHEREOF, The City of Sparks and Sparks Police Protective Association have caused to be duly executed by their representatives this 24th day of June, 2024.

Sparks Police Protective Association

City of Sparks

*N. Slider*  
Nick Slider, SPPA President

*Donald Abbott*  
Ed Lawson, Mayor

Attest:

*Julie Torres*  
Lisa Hunderman, City Clerk



Approved as to Form:

*Wes Duncan*  
Wes Duncan, City Attorney