

CITY OF SPARKS, NEVADA
and the
OPERATING ENGINEERS LOCAL UNION NO. 3
SUPERVISORY
MEMORANDUM OF UNDERSTANDING

June 23, 2014

This agreement is between the City of Sparks, Nevada, a municipal corporation ("City"), and the Operating Engineers Local Union No. 3 Supervisory ("OE3").

1. Recitals

a. The City and OE3 Supervisory entered into a multi-year collective bargaining agreement for the period beginning July 1, 2012 through June 30, 2015, which agreement was approved by the Sparks City Council on July 8, 2013 (the "Agreement").

2. Due to the new electronic timekeeping system The City and Operating Engineers Local Union No 3. Supervisory have agreed to make the following contract language changes to annual leave and sick leave:

Article B: ANNUAL LEAVE

6. PAYMENT WHILE ON ANNUAL LEAVE - An Employee shall be paid at his or her regular rate for each hour of annual leave time taken. ~~Annual Leave shall be charged on the basis of one half (1/2) hour for each one half (1/2) hour or fractional portion of one half (1/2) hour of annual leave taken.~~

11. MINIMUM ANNUAL LEAVE TIME TO BE TAKEN - ~~The minimum annual~~ Annual leave time ~~which~~ may be taken at any increment approved by the supervisor. ~~one time by an Employee shall be one half (1/2) hour. Fractions of hours of leave taken shall be considered as the next largest half hour.~~

Article C: SICK LEAVE

5. MINIMUM SICK LEAVE TO BE TAKEN - ~~The minimum s~~Sick leave time ~~which~~ may be taken at any ~~one time by an Employee shall be one half (1/2) hour~~increment. ~~Fractions of hours of sick leave shall be considered as the next largest half (1/2) hour.~~

3. Due to an oversight in the section of overtime assignment, laanguage was omitted from the last contract. The City and Operating Engineers Local Union No 3. Non-Supervisory have both agreed to adding the following language:

4. OVERTIME ASSIGNMENT

- b. Emergency Communications Dispatchers/Specialist Overtime:
 - 1. When an Employee(s) calls in sick for their shift, overtime shall be offered as follows:
 - 1st – Employee(s) on shift from Communication Dispatchers
 - 2nd – Employee(s) on shift from Communication Supervisors
 - 3rd – Employee(s) on-coming shift from Communication Dispatchers
 - 4th – Employee(s) on-coming shift from Communication Supervisors
 - 5th – Employee(s) off shift from Communication Dispatchers
 - 6th – Employee(s) off shift from Communication Supervisors
 - 7th – Employee with the lowest seniority from Communication Dispatchers
 - 2. All sign up overtime, including Special Events, will be offered by seniority. There is a there (3) day limit to “bump” a lower seniority Employee form the sign-up.
4. Duration of this Memorandum of Understanding

This MOU is effective upon approval of City Council and no changes are retrospective.

IN WITNESS WHEREOF, The City of Sparks and Operating Engineers Local Union No. 3 have caused theses presents to be duly executed by their representatives this _____ day of _____, 2014.

Operating Engineers Local Union No. 3

City of Sparks

Scott Fullerton, Business Representative

Geno Martini, Mayor

Attest:

Approved as to Form:

Teresa Gardner, City Clerk

Chester Adams, City Attorney