

MEMORANDUM OF UNDERSTANDING between the
CITY OF SPARKS, NEVADA and the
OPERATING ENGINEERS LOCAL NO. 3 SKILLED WORKFORCE

WHEREAS, the City of Sparks, Nevada, a municipal corporation (City), and the Operating Engineers Local No. 3 Skilled Workforce (OE3) have previously entered into a Collective Bargaining Agreement on July 11, 2022, that expires on June 30, 2025; and

WHEREAS, OE3 includes Emergency Communications Dispatchers, who serve an essential public safety function by being the first point of contact for the public experiencing emergencies of all kinds, and providing critical information to law enforcement, fire suppression, and emergency medical personnel; and

WHEREAS, the City has experienced challenges in recruiting and retaining qualified Emergency Communications Dispatchers due to the stressful nature of this work; and

WHEREAS, due to these staffing challenges, Emergency Communications Dispatchers have had to work extensive hours of overtime; and

WHEREAS, it is in all parties' interests and the interests of public safety to provide Emergency Communications Dispatchers with sufficient time away from work to allow for adequate rest and attention to their personal lives;

NOW, THEREFORE, the following terms will be effective upon ratification by both parties:

1. The City may employ part-time and/or temporary personnel, either directly or through an employment agency, to perform some or all of the job duties of Emergency Communications Dispatchers, provided that such personnel are trained and qualified to perform the tasks they are assigned.
2. These part-time and/or temporary personnel shall supplement and shall not replace existing full-time Emergency Communications Dispatcher positions, whether such full-time positions are vacant or filled, and the City agrees to use reasonable efforts to attempt to fill vacant full-time Emergency Communications Dispatcher positions.
3. Either party may terminate this Memorandum of Understanding by providing ninety (90) days' written notice to the other party. The City Council of the City of Sparks hereby authorizes the City Manager to terminate this Memorandum of Understanding for any lawful reason pursuant to this paragraph. Notice may be provided by electronic mail to:

OE3: rhandel@oe3.org

City: citymanager@cityofsparks.us

4. Unless earlier terminated pursuant to paragraph 3, this Memorandum of Understanding shall remain in effect through December 31, 2026. Unless extended

by mutual agreement of the parties, this Memorandum of Understanding shall automatically terminate on December 31, 2026.

5. All provisions of the July 11, 2022 Collective Bargaining Agreement shall remain unchanged and in full force and effect through June 30, 2025.

IN WITNESS WHEREOF, The City of Sparks and OE3 have caused to be duly executed by their representatives this 22 day of January, 2024.

Operating Engineers Local. No. 3
Skilled Workforce

Tim Neep

Tim Neep, Director
Public Employee Division

Ralph Handel
Ralph Handel, Business Representative

Mike Smith
Mike Smith, Sparks Dispatch Steward

City of Sparks

Ed Lawson
Ed Lawson, Mayor

Attest:

Lisa Hunderman
Lisa Hunderman, City Clerk

Approved as to Form:

Wesley K. Duncan
Wesley K. Duncan, City Attorney