

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; and

WHEREAS, adding the position of Emergency Communications Dispatch Call Taker to Appendix A will facilitate training and succession planning in the Emergency Communications Dispatch Center while also reducing stress on all personnel in the Emergency Communications Dispatch Center;

NOW, THEREFORE, the parties agree to amend the Collective Bargaining Agreement as follows, effective upon ratification of this Memorandum of Understanding by both parties:

SECTION 1: The parties agree to amend Appendix A by adding thereto the position of Emergency Communications Dispatch Call Taker. The Emergency Communications Dispatch Call Taker position has not yet been placed within the City's classification and compensation system. Upon classification of the Emergency Communications Dispatch Call Taker position, the City will automatically update Appendix A to include the classification and compensation information for the position.

SECTION 2: The parties agree to amend Section 2, Article C(7) as follows:

7. Overtime Assignment: Overtime shall be assigned on a rotation basis with a division starting with the most senior Employee in the unit, except as provided below.

~~Emergency Communications Dispatcher/Specialist Overtime:~~

~~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~~

All sign-up overtime, including special events will be offered by seniority. There is a three (3) day limit to 'bump' a lower seniority employee from the sign-up.

SECTION 3: The parties further agree to amend Section 2, Article C(7) by adding thereto the language in Exhibit A attached to this Memorandum of Understanding.

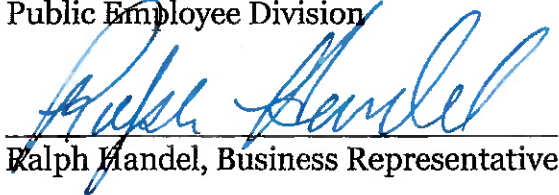
SECTION 4: All remaining provisions of the July 11, 2022 Collective Bargaining Agreement shall remain unchanged and in full force and effect through June 30, 2025.

IN WITNESS WHEREOF, The City of Sparks and OE3 have caused to be duly executed by their representatives this 322 day of JANUARY, 2024.

Operating Engineers Local. No. 3
Skilled Workforce



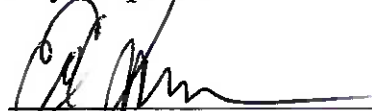
Tim Neep, Director
Public Employee Division



Ralph Mandel, Business Representative

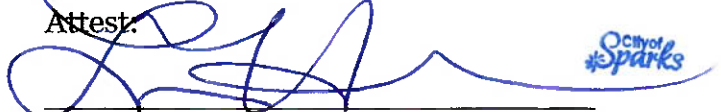
Mike Smith, Sparks Dispatch Steward

City of Sparks



Ed Lawson, Mayor

Attest:



Lisa Hunderman, City Clerk

Approved as to Form:



Wes Duncan, City Attorney

Momorandum of Understanding

Emergency Communications Dispatcher Overtime:

SIGN-UP OVERTIME:

Sign-up Overtime is defined as any overtime posted for 'sign-up' more than 24 hours in advance. Employees of a higher seniority may 'bump' a lower seniority employee within 3 days. Sign-up overtime that is within 12 hours of the scheduled start time is no longer eligible to be 'bumped'. After an employee has volunteered for an overtime shift, they are accountable for that shift and must arrange for a replacement if they no longer wish to work it, unless authorized by a supervisor.

UNSCHEDULED OVERTIME:

When overtime coverage is needed within 24 hours of the scheduled start time it will be offered to employee(s) as follows in order of highest to lowest seniority within each group:

- 1st - Employee(s) from the shift preceding the shift needing coverage from Communication Dispatchers
- 2nd - Employee(s) from the shift preceding the shift needing coverage from Communication Supervisors
- 3rd - Employee(s) from the shift following the shift needing coverage from Communication Dispatchers
- 4th - Employee(s) from the shift following the shift needing coverage from Communication Supervisors
- 5th - All other employee(s) from Communication Dispatchers
- 6th - All other employee(s) from Communication Supervisors

*When overtime is offered it will be offered to those on their regularly scheduled shift first followed by those working a scheduled overtime shift.

MANDATED OVERTIME:

When there is a need for overtime that cannot be filled voluntarily, the overtime will be mandated to the lowest seniority dispatcher who is eligible to have their workday extended from those proceeding the shift needing coverage ("Hold Over"), and to the lowest seniority dispatcher who is eligible to have their workday extended on the shift following the shift needing coverage ("Early In"). Dispatchers may be mandated to work a maximum of 12 hours. Dispatchers may voluntarily work a 16 hour shift, but may not be mandated to do so.

In the event the coverage cannot be filled as listed above an employee can be mandated to report to work on a day off. A good faith effort shall be made to ensure overtime is fairly distributed among all eligible employees.

EMERGENCY COVERAGE

When coverage is needed immediately, the above rules may be bypassed in order to get coverage as quickly as possible.

Emergency Communications Supervisor Overtime:

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- 2nd - Employee(s) from the shift preceding the shift needing coverage from Communication Dispatchers
- 3rd - Employee(s) from the shift following the shift needing coverage from Communication Supervisors
- 4th - Employee(s) from the shift following the shift needing coverage from Communication Dispatchers
- 5th - All other employee(s) from Communication Supervisors
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