

MEMORANDUM OF UNDERSTANDING
City of Sparks, Nevada
and the
Operating Engineers Local 3 Supervisory Unit
May, 2009

This Memorandum of Understanding (MOU) is entered into between the City of Sparks, Nevada, a municipal corporation ("City"), and the Operating Engineers Local 3 Supervisory Unit (Unit).

Recitals

- a. The City and Unit entered into a multi-year Collective Bargaining Agreement (CBA) for the period beginning July 1, 2008, through June 30, 2010, which was approved by the Sparks City Council on May 11, 2009.
- b. The City has requested financial assistance from the Unit, 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.
- c. On the basis of the above stated recitals, the City and Unit have agreed to this MOU on the Terms and Conditions set out below.


Terms and Conditions

1. The effective date of this MOU is July 1, 2009 through June 30, 2010.
2. To meet 4.25% salary reduction request employees will take furlough days as follows:
 - 5 Furlough Days from July 1, 2009 through December 31, 2009 – employees to receive one additional Personal Day, to be used between July 1, 2009 through December 31, 2010.
 - 6 Furlough Days from January 1, 2010 through June 30, 2010 – employees to receive one additional Personal Day, to be used between July 1, 2009 through December 31, 2010.
3. Should the financial health of the City improve to a level that the City Manager feels is appropriate on December 15, 2009, the furlough days from January 1, 2010 through June 30, 2010 may be decreased or waived.

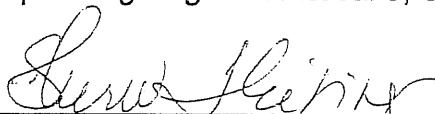
4. Time spent on Furlough will be considered time worked in the calculation of overtime.
5. Furlough time is considered outside of the Leave Without Pay section of the bargaining agreement.
6. Employees may waive all or a portion of their Longevity Pay to reduce the number of Furlough Days required. The amount of Longevity Pay, plus PERS will be calculated, and the value of furlough days off, plus PERS will be subtracted from this amount. If the value of Longevity Pay is greater than the value of Furlough Days, the employee will be paid out the remaining Longevity Pay. Conversely, if the value of Furlough Days is greater than the value of the Longevity Pay, the employee would be required to take Furlough Day(s) to equal the shortfall.
7. The insurance rebate, previously waived, will be paid out.
8. All other provisions of the Collective Bargaining Agreement will remain in effect and unchanged.



Shaun Carey, City Manager



Dan Venters, Business Representative
Operating Engineers Local 3, Supervisory Unit



Chet Adams, City Attorney
Approved as to Form

May 19, 2009

Date