

MEMORANDUM OF
UNDERSTANDING

BETWEEN

THE CITY OF
FALLON

AND THE

FALLON PEACE OFFICERS ASSOCIATION

DURATION:

July 1, 2021-June 30, 2024

AGREEMENT

ARTICLE I. PARTIES

This Agreement is made by and between the City of Fallon, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and the Fallon Peace Officers Association, a bargaining unit as defined in Nevada Revised Statutes (NRS) 288.028, hereinafter referred to as "Association" and is effective from July 1, 2021 to June 30, 2024.

ARTICLE II. AUTHORIZED AGENTS

For purposes of this Agreement, the following are the authorized agents of the parties:

- A. For the City:
Mayor, City of Fallon
Fallon City Hall
Williams Avenue
Fallon, Nevada 89406

- B. For the Association:
Fallon Peace Officers
Assoc. Negotiating
Committee P. O. Box
1731
Fallon, Nevada 89406

ARTICLE III. RECOGNITION

The City recognizes the Fallon Peace Officers Association as the sole collective bargaining agent for all sworn officers under the rank of Captain who are employed by the City within the Fallon Police Department.

ARTICLE IV. ASSOCIATION DUES

The City agrees to deduct from the salaries of employees who are members of the Association and to remit the same to such officer as may be designated by the Association all dues which may, from time to time, be required by the Association for employee membership therein, provided that:

- A The association shall submit to the City a complete listing of all members of the Association, which said listing shall continue in full force and effect until an amended listing is submitted to the City.

- B. That such deductions shall be made only with respect to employees whose names appear in the listing or listings described in the preceding Subparagraph and only with respect to such employees who have executed and delivered to the City a written authorization for such deduction, which said written authorization shall be on a form prepared by the City.
- C. The Association shall certify to the City, in writing, the amount of dues for each member of the Association, and shall further certify to the City any changes in amount of such dues not less than thirty (30) days prior to any such change.
- D. The Association shall indemnify the City against any and all liability arising from any action taken by the City under the provisions of this Article.

ARTICLE V. RIGHTS OF CITY EXEMPTED FROM AGREEMENT

The City retains, solely and exclusively, all of the rights, power and authorities held or exercised prior to the execution of this Agreement, save and except as herein expressly limited, including, without limitation, those matters enumerated in NRS 288.150(3), NRS 288.150(4) and NRS 288.150(5). All existing provisions of the Fallon Municipal Code and the General Orders of the Fallon Police Department, not inconsistent therewith, are hereby ratified and confirmed.

ARTICLE VI. PROBATIONARY PERIODS

- A. Upon initial employment or re-employment, all employees shall serve a probationary period of twelve (12) months, during which time the employee may be discharged from his employment without cause, hearing, or right of appeal. Such probationary period may be extended, for cause, subject to the employee's right of appeal, as hereinafter specified. Employees that are required to attend a basic POST Academy will have their probationary period extended twelve (12) months from their date of graduation.
- B. Upon promotion of any employee to a classification with a higher salary schedule, the employee so promoted shall serve a probationary period of twelve (12) months, during which time such employee may be returned to his previous classification without cause, hearing or right of appeal. Such probationary period

may be extended, for cause, subject to the employee's right of appeal, as hereinafter specified.

- C. As a disciplinary measure and in lieu of discharge, under circumstances which would justify such discharge, an employee may be placed on terminal probation for a period not-to-exceed twelve (12) months, provided that such discipline is imposed in accordance with the terms of this Agreement, during which time such employee may be discharged from his employment without cause, hearing or right of appeal.

ARTICIE VII.

SALARIES

Effective July 1, 2021, employees shall be compensated at Three Percent (3%) above the Pay Schedule as attached.

Effective July 1, 2022, employees shall receive a salary increase of Two and a Half Percent (2.5%).

Effective July 1, 2023, employees shall receive a salary increase of Two and a Half Percent (2.5%).

- A. The City shall pay all Public Employee's Retirement System payments during the term of this Agreement.
- B. Employees shall be paid a shift differential of six percent (6%) for those employees assigned to work between 1400 hours and 2200 hours, and a differential of eight percent (8%) for employees assigned to work between 2200 hours and 0600 hours.
- C. The City shall compensate each employee who is placed in a stand-by status, Two Dollars (\$2.00) per hour for each hour assigned to stand-by.
- D. Any Peace Officer assigned to perform training of other officers by the Chief of Police shall be entitled to receive an additional Five Percent (5%) of his regular pay for actual time spent training.
 - E. Special Assignment Pay - An employee will receive an additional five percent (5%) of his regular pay for assignment to Detective, Task Force Investigator or SRO.

- F. Spanish Speaking Incentive Pay. An employee shall receive \$500.00 annually with proficiency based on being conversant in Spanish.
- G. Employees hired that are required to attend the basic POST Academy will receive a wage 10% less than Grade 8, Step A. Upon successful graduation from the academy, the employee will advance to Grade 8, Step A.

ARTICLE VIII. SALARY INCREASES

For the duration of this contract permanent employees shall receive step increases in salary at the start of the payroll period after which either of the following shall have occurred:

- A Twelve (12) months from the date of initial employment. Each employee's original hire date shall be the employee's anniversary date. In the eventuality of a promotion, the original hire date will remain as the anniversary date. When the probationary period associated with the promotion has successfully passed, the increased compensation that should have come as a result of passing one's anniversary date while the individual was on probation, will be paid in a lump sum.
- B Twelve (12) months from the date of any previous step increase. Step increases shall be based upon merit and shall not be considered as longevity increases. Any period of probation imposed under Article VI. C. above, shall be excluded in computing the time periods hereinabove set forth in this Article.

Any period of extended probation under Article VI. A., or Article VI. B above, shall be excluded in computing the time periods hereinabove set forth in this Article.

Any period of extended probation under Article VI. A., or Article VI. B above, shall be excluded in computing the time periods herein above set forth in the Article. In the event that an employee is denied a step increase for which he would be eligible under the terms of this Article, the employee shall be informed, in writing, of the reason for such denial. Such denial is subject to appeal by the employee under the procedure hereinafter set forth.

ARTICLE IX

HEALTH INSURANCE

- A. The City shall continue its policy of permitting employees to participate in the group health plans offered to all City employees, and the City will continue to pay the employee's portion of the City's base policy or an equivalent amount toward the approved health plan.
- B. Dependents of employees may be included in said group health insurance plan, provided:
 - 1. Such dependents qualify for coverage under said plan;
 - 2. Such dependent coverage is available under said plan;
 - 3. The employee requests such dependent coverage in writing; and
 - 4. The employee agrees to pay all premiums charged for such dependent coverage, which said premiums shall be deducted from the employee's salary, pro-rated on an annual basis.
- C. The City agrees to implement a plan under Section 125 of the Internal Revenue Code to permit employees to avail themselves of the insurance tax benefits provided in that Section; in the event that any tax deduction taken by any employee under such plan shall be disapproved or disallowed by the Internal Revenue Service, the employee so affected shall indemnify the City against any and all liability as a result thereof.
- D. Employees who are unable to schedule their yearly Heart/Lung exam as provided for in NRS during their normal working hours shall be compensated at the overtime rate for actual hours required for the exam(s).
- E. At the request of an employee, who is assigned to Range Duties for a period of thirty (30) days or more, the City shall provide Hearing and Lead Level tests at City expense.
- F. The City shall establish a City-wide joint labor/management health insurance advisory committee, comprised of two (2) labor representatives selected by the Association; two (2) management representatives; and two (2) labor representatives selected by any other recognized bargaining unit. The labor representatives shall

serve without loss of compensation. The joint labor-management health insurance committee shall meet at least quarterly.

The City shall establish a City-wide joint labor-management safety advisory committee, comprised of two (2) labor representatives selected by the Association; representatives selected by any other recognized bargaining unit. The labor representatives shall serve without loss of compensation. The joint labor/management safety committee shall meet at least quarterly.

ARTICLE X. UNIFORM ALLOWANCE

- A. Upon initial employment, each employee shall be provided with uniforms, leather goods and safety items required for the performance of the employee's duties at the sole cost and expense of the City.
- B. Such items shall be maintained and replaced by the employee, as required, at the sole cost and expense of the employee.
- C. Twelve (12) months after the initial employment of the employee, the City agrees to pay to the employee fifty percent (50%) of the uniform allowance established in Subparagraph D. below as partial reimbursement of the sums expended by the employee under the provisions of Subparagraph B. above.
- D. Commencing one (1) year after his initial employment, the City agrees to pay to each employee the sum of one thousand three hundred fifty dollars (\$1,350.00) per year for uniform care, maintenance and replacement, said sum to be paid by separate check on the first pay day in July of each year. The City shall recognize their obligation to provide this allowance, as designated, in a timely manner.
- E. Upon request by an employee and at the discretion of the Chief of Police, the City shall be authorized to repair or replace items of personal property which have been damaged while the employee is on duty. This section is not intended to provide for repair or replacement of items damaged through negligence on the part of the employee. The intent of this section is to provide relief when items such as, but not limited to the following are damaged as a result of unusual circumstances such as physical assault: eye-glasses, watches, dentures, and clothing. It is also at the discretion of the Chief of Police as to the value placed on the items which are being repaired or replaced.

ARTICLE XI

ACTING PAY

- A. Any employee may be temporarily assigned to serve in an acting capacity in a position higher in pay grade than that in which such employee is regularly employed
- B. An employee assigned to fill the position of the absent employee shall receive ten percent (10%) over and above his/her regular salary for the time so assigned.

ARTICLE XII.

EDUCATIONAL INCENTIVE PAY

- A. The City shall provide full reimbursement for the tuition fees and course required books up to two thousand dollars (\$2,000.00) per year for classes with earned grade of B or better, associated with taking P.O.S.T. required classes or college courses necessary to obtain a career related degree. The selection of classes and tuition reimbursement shall be pre- approved by the Police Chief

The City shall recognize their obligation to provide this allowance, as designated, in a timely manner.

ARTICLE XIII:

HOURS

- A. As determined by management, the work period shall consist of 80 hours through a two week period, which shall include a lunch period not to exceed thirty (minutes) and two (2) rest periods not-to-exceed fifteen minutes each.
- B. The rest periods provided in Subparagraph A. above, shall not be taken within one (1) hour of the time in which the employee starts or ends his shift or within one (1) hour of the employee's lunch break, and may not be accumulated or used to supplement any other provision herein contained for vacation, sick leave or other time off.
- C. Employees shall be required to provide their own transportation to and from the Fallon City Hall at the beginning and end of each shift.

ARTICLE XIV.

OVERTIME

- A. Overtime is defined as that time worked, as authorized and directed by management, which exceeds eighty (80) hours during any two (2) week period, including leave time taken in place of scheduled work hours during that same two (2) week period. Annual leave, sick leave, approved holidays and compensatory time off shall be considered hours worked for purpose of computing overtime.
- B. Overtime shall be compensated as follows:
 - 1. Salary for such overtime at a rate one and one-half (1-1/2) times the regular rate for employee who works such overtime; or
 - 2. Time off for such employee, in addition to all other time off provided in this Agreement, equal to one and one-half (1-1/2) the amount of such overtime or "compensatory time off" at the option of management.
- C. Overtime may be accumulated for each employee in a CTO bank up to a maximum of forty-eight (48) hours.
- D. Any time accumulated by an employee in his CTO bank may be used by the employee for additional time off, upon approval by management; any employee who has accumulated more than forty-eight (48) hours in his CTO bank will be required to take such additional time off to reduce the hours in said bank to forty-eight (48) hours or less before the next pay period.
- E. Nothing in this Agreement shall prohibit or restrict the authority of management to schedule or reschedule any employee's work time in order to operate within budgeting restraints imposed upon the City or its departments.
- F. To the extent possible, additional time off, required under Paragraph E. of this Article, shall be scheduled to extend the employee's normal weekend, and at least twenty-four (24) hour notice of the scheduling of such additional time off shall be given to the employee.
- G. Physical Fitness Incentive Program.
The City of Fallon recognizes the importance of our officers to maintain a level of fitness that will keep them physically able to perform the requirements of their jobs. The goal of the Physical Fitness Incentive Program is to establish a fitness and incentive program to encourage department members to exercise regularly and maintain a healthy lifestyle. By encouraging officers to maintain

a minimum level of fitness, the department aims to promote the general wellness of our officers, decrease the incidents of injury and promote in them a great confidence and ability in performing their daily activities.

1. Effective July 1, 2021, and semi-annually thereafter, sworn employees will be provided the opportunity to participate in a physical fitness test based on the Nevada POST Physical Fitness Test (PFT). Employees meeting the Nevada POST Physical Fitness Test Standards for the Certification for a Category I Peace Officer will receive an incentive of twelve (12) hours of compensatory time.
2. If an employee is unable to participate in the scheduled PFT test due to illness, injury, vacation, court, or other reasonable conflict, the employee may request, in writing a make-up test without penalty so long as the makeup test is completed and passed at the next scheduled make-up test date.
3. Scheduling of the PFT testing, makeup tests and/or retests shall be determined by the Chief of Police or his designee.
4. Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate or do not meet the minimum PFT Standards, will not be deemed "physically unfit for duty."

ARTICLE XV.

HOLIDAYS

- A. The City shall recognize no legal holidays, except those established by the Nevada State Legislature, as set forth in the Nevada Revised Statutes.
- B. The treatment of and compensation of employees for work performed on such holidays shall be in accordance with the NRS 236.015.
 1. Holidays shall include:

New Year's Day	Nevada Day
Martin Luther King's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Family Day
Labor Day	Christmas Day
Independence Day	Juneteenth

Any day that may be appointed by the President of the United States, the Governor of the State of Nevada, or the Fallon City Council for public fast, thanksgiving or as a legal holiday except for any Presidential appointment of the fourth Monday in October as Veteran's Day.

If January 1, July 4, October 31, November 11 or December 25th falls upon a Sunday, the Monday following must be observed as a legal holiday or upon a Saturday, the Friday preceding must be observed as a legal holiday.

For employees whose normal work schedule includes Saturdays, Sundays and Holidays: should any of the above holidays fall on an employee's regular day off, those employee's shall be entitled to observe those holidays on the day preceding or the day following their regular days off, depending on staff demands; otherwise, those employees shall be paid holiday pay on the actual holiday.

2. Any employee of the City who is required to work on any of the above-named holidays, due to an emergency or orders of the Department Head, shall be granted 8 hours of holiday pay. That pay is separate and independent of the employees scheduled shift. Hours actually worked on the holiday will be paid at the rate of two and one-half times (2-1/2) the employee's normal hourly pay rate.

ARTICLE XVI.

VACATION

- A. All employees who are employed on a full-time basis shall accrue vacation time in accordance with the following schedule:

	<u>Continuous Service</u>	<u>Annual Accrued Hours</u>
1 st through 4 th years	12 days	96 hours
5 th through 9 th years	17 days	136 hours
10 th through 14 th years	21 days	168 hours
15 th through 24 years	24 days	192 hours
25 th years and thereafter	27 days	216 hours

On an employee's 15th and 20th year anniversary dates, he shall receive one (1) additional week (5 days) 40 additional hours of vacation for those years for a total of twenty-nine (29) days of vacation. On the employee's 16th and 21st anniversary the vacation of twenty-nine (29) days shall revert back to twenty-four (24) days 192 hours consistent with the other sections of this agreement.

Additionally, the City shall provide an additional one-time payment of forty (40) hours of vacation to each employee upon completion of twenty-five (25) years of service with the City.

- B. Part-time employees who work at least twenty (20) hours per week shall accrue vacation time in accordance with the schedule contained in the preceding Paragraph of the Article, pro-rated on the basis of the relationship between the number of hours worked per week by such employee and the normal full-time workweek of forty (40) hours.
- C. Probationary employee shall accrue vacation time in accordance with the schedule contained in Paragraph A. of this Article, but no vacation time may be taken by any such employee until after completion of six (6) months of service with the City. Vacation time may be taken only with the approval of management.
- D. At the end of any fiscal year, employees who reach or exceed the maximum accrual of two hundred forty (240) hours, shall be allowed a reasonable amount of time to schedule time off to reduce their vacation leave balance.
- E. Any permanent employee whose employment is terminated shall be paid for all vacation time accrued at the time of such termination; in the event that such termination is caused by the death of the employee, such payment shall be made to his heirs, executors, administrator or assigns.
- F. Annual leave requests shall be awarded based on seniority with the police department and in said officer's current rank structure.

ARTICLE XVII.

SICK LEAVE

- A. Twelve (12) working days 96 hours of sick leave shall be granted for each twelve (12) months of employment, up to a total accumulation of one hundred eighty (180) working days 1,440 hours.
- B. Sick leave may be granted to an employee during his probationary period as it is accrued. Sick leave need not be used for dental care unless unusual absences are necessary or the employee is required to be hospitalized. Sick leave will not be allowed for illness, injury or other physical disability resulting from misconduct or excessive use of

- C. alcohol or narcotics. No sick leave benefits of any kind will be granted after termination of employment.
- D. Sick leave maybe used in cases of serious illness in any employee's immediate family requiring his attendance, and shall be for the actual time required.
Sick leave can be used to take care of whomever an employee deems important.
- E. An employee who is receiving workmen's compensation may, at his option, take sufficient sick leave to make up the difference between the workmen's compensation payment and his regular wage. When his sick leave account is exhausted, he will receive workmen's compensation payments only.
- F. Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized. If employees have been incapacitated for a major portion of the sick leave time taken they may be required to provide evidence of being physically, mentally or emotionally able to perform their duties before returning to work. Claiming sick leave when physically fit or when not otherwise eligible for sick leave within the provision of this section may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination. When sick leave is needed, the employee shall notify his department head or other superior if the department head is not available. Such notice shall be given at the earliest possible time and preferably before the start of the scheduled working hours. Failure to make a diligent effort to give such notice may result in payroll deduction for the time taken.
- G. Employees retiring from City service under Nevada Public Employees Retirement System shall be entitled at the time of retirement to a lump-sum payment of accrued sick leave on the following basis:

Years of Employment with the City	Percentage of accrued sick leave allowed for payment
Less than 10 years	35%
10 to 20 years	50%
over 20 years	75%

- H. Employees who reach the maximum accrual of one hundred and eighty (180) days 1,440 hours shall be granted an additional eight (8) hours, of vacation time for each sixteen (16) hours of sick leave accrued beyond 1,440 one hundred eighty (180) days. Each conversion of sick leave to vacation shall return the employee's balance to the 1,440 hours one hundred eighty (180) day maximum, and will not otherwise increase the maximum accrual.
- I. Conversion of Sick Leave Into Retirement Credits. An employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System ("PERS") and applicable law, may at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of sick leave, subject to the following conditions and limitations:
- a) Employees must have a cumulative total of at least 400 hours of unused sick leave to be eligible for conversion. Accrued sick leave hours of an employee in excess of 400 may be converted into retirement service credit.
 - b) An employee's conversion of unused accrued sick leave into retirement service credits shall be in increments of at least 160 hours, subject to a maximum annual limit of 280 hours (7 work weeks).
 - c) Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, on a City approved form, to the City Clerk on or before December 1 of each year. If the employee meets all of the conditions set forth above, then City shall deduct the designated amount of accrued sick leave from the employee's account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee.
 - d) For those employees who elect to purchase retirement credit under PERS and subsequently retire under PERS while employed by the City, shall be eligible to convert their sick leave balance in writing to retirement credit on an hour for hour basis for the balance of retirement credit available for purchase not to exceed the statutory maximum of five (5) years. In the event that a sick leave balance remains after converting as much of the employees sick leave hours to retirement credit as may be allowed under PERS, the remaining balance shall be eligible for the privileges granted under the negotiated agreement between the FPOA and the City of Fallon.

- e) Upon retirement under PERS while employed by the City, an employee may elect in writing to convert their unused sick leave into retirement service credits up to a maximum of 680 hours.
- f) The benefits granted under this Paragraph may be used in combination with the benefits granted under the negotiated agreement between the FPOA and the City of Fallon.

ARTICLE XVIII VOLUNTARY LEAVE DONATION

Employees may donate leave from their accrued balances to other employees who have suffered an extended illness or injury, subject to the following conditions:

- 1. Donations shall be no less than one (1) day increments.
- 2. All donations of leave shall be strictly voluntary and recognized on a case by case basis.
- 3. The Chief of Police shall monitor and administer the Leave Program.
- 4. This article shall not be used as the basis for additional leave accrual requests.

ARTICLE XIX. MILITARY LEAVE

Employees shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard or other military training. There shall be no loss of seniority, sick leave or annual leave rights during such leave. An employee shall receive his regular pay, not to exceed fifteen (15) calendar days per year, while on such leave. Where required by the nature of an employee's military obligation, leaves without pay in excess of fifteen (15) calendar days may be granted for military service in time of war, national or state emergency, as proclaimed by the proper federal or state authorities, with reinstatement to be made at the expiration of such required period of leave as now or hereafter authorized by law.

ARTICLE XX. BEREAVEMENT LEAVE

- A. Any employee shall be entitled to bereavement leave, not-to-exceed three (3) days, upon the death of any person important to the employee.
- B. Bereavement leave shall not be charged against an employee's other leave balances.

- C. Additional bereavement leave may be allowed by management, but such additional leave shall be charged against the employee's accrued sick leave time, compensatory time or annual leave time, in that order.

ARTICLE XXI.

LONGEVITY PAYMENT AND ELIGIBILITY

A longevity benefit is available to eligible bargaining unit employees. The eligibility determination date for longevity is the last complete pay period that occurs before the first payday in December. Eligibility determination and longevity payment payout will occur annually the first payday in December of each fiscal year. If, on the eligibility determination date, an employee has completed six years of full-time continuous, regular City service in a bargaining unit position, s/he will receive \$200 annually payable on the first payday in December. This payment is not an adjustment to an employee's base salary but a lump-sum payout that is subject to PERS contribution. For each additional year of full-time, continuous service in a bargaining unit position after the sixth year that has been achieved by the eligibility determination date, the employee will receive an additional \$100 annually payable as above. Longevity payments shall be capped at a level for completion of 25 years of service and an employee with more than 25 years of service is paid the same amount as those who have completed 25 years of service. The annual payments are set forth in the table listed below.

1-5	None
6	200.00
7	300.00
8	400.00
9	500.00
10	600.00
11	700.00
12	800.00
13	900.00

14	1000.00
15	1100.00
16	1200.00
17	1300.00
18	1400.00
19	1500.00
20	1600.00
21	1700.00
22	1800.00
23	1900.00
24	2000.00
25	2100.00

a. Regular, full-time, part-time, or intermittent employees covered under the Agreement who have had a break in service [i.e., separation, resignation, termination, retirement, etc.], will begin a new, initial eligibility period starting with the date of their last re-employment or reinstatement as a regular employee of the City in a bargaining unit position. However, employees who have been separated as a result of an involuntary reduction in force who are re-called to a bargaining unit position within two years will not be required to begin a new eligibility period. Regular seasonal employees' furlough periods (periods of leave without pay during the "off" season) will not be considered as breaks in service, but only regularly scheduled and paid hours in City employment in a seasonal bargaining unit position will be used to determine when a regular seasonal employee has completed a year of service as described below in 7 .1 (C).

b. Periods of employment as a temporary, hourly, or time limited employee are not creditable for longevity.

c. An employee who has had continuous service as a regular employee in a bargaining unit position but who has worked less than full time or without pay during any part of an eligibility period may receive credit for regularly scheduled hours in a pay status. That is, periods of regular

continuous seasonal, part-time or intermittent employment will be credited on a regularly scheduled, paid-hour basis. Employees who, during their regular continuous employment period with the City, have periods of regular service that is less than full-time (40 hours per week) must complete at least 1900 hours in a pay status to be credited with a full year of continuous service.

XXII. UNION LEAVE

On July 1st of each year, the Union shall be credited with forty (40) hours of administrative leave to be used for Union business by employees during working hours without loss of pay. The Chiefs approval must be obtained before administrative leave may be used, but such approval may not be unreasonably withheld. It is understood the work needs of the City shall be recognized when granting leave. Administrative leave is separate and distinct from release time for negotiations. When the City and Union agree to conduct negotiations during normal work hours, the City shall allow release time, with pay, to those employees who are members of the Unions negotiation committees. Administrative leave will not be used for researching or handling a specific grievance.

ARTICLE XXIII. GRIEVANCE PROCEDURES

- A. Any grievance, which may arise between Association, or any of its members, and the City, with respect to the interpretation or application of any of the terms of this Agreement shall be determined by the provisions of this Article. The Association can assert a grievance if it affects more than one member of the Association.

- B. Definitions:
 - 1. A grievance is a complaint by an employee based upon an alleged violation, misrepresentation, inequitable application or misapplication of a specific provision of the Agreement. The Grievance procedure set forth herein shall not be available for or utilized in any matter involving employee discipline and discharge, which is subject to appeal pursuant to Article XXVII of this agreement.

 - 2. An aggrieved person is an employee asserting a grievance.

- C. The proceedings and actions taken as a result of the initiation and processing of a grievance pursuant to this Article shall be kept as confidential as may be appropriate at any level of the procedure.

STEP 1.

The employee concerned must within ten (10) working days from the day he knew, or should have known, of the act or condition on which the grievance is based, informally take up the grievance with his supervisor to whom he is directly responsible. If the employee does not present the grievance within the ten (10) working days as provided above, the employee shall be deemed to have waived the grievance of the act or condition.

STEP 2.

If, within ten (10) working days after the grievance is first taken up, and the aggrieved person is not satisfied with the disposition of the problem through informal procedures, he shall submit the claim as a formal grievance in writing to his supervisor. The supervisor shall within ten (10) working days render a decision and the reasons therefore in writing to the aggrieved person, with a copy to the Police Chief, or his designee.

STEP 3.

If the Grievance is not settled at STEP 2, it may be submitted in writing to the Police Chief, or his designee within ten (10) working days after receipt of the supervisor's written decision. In the event that the supervisor shall fail to act within the time allotted, the grievance shall be submitted to the Police Chief, or his designee, within ten (10) working days of the date said decision was due. Within ten (10) working days after receipt of the written appeal for a hearing, the Police Chief, or his designee, shall meet with the aggrieved employee for the purpose of resolving the grievance. The Police Chief; or his designee, shall within ten (10) working days of the meeting render his decision and the reasons therefore in writing to the aggrieved employee, Supervisor, and the Mayor.

STEP 4.

If the grievance is not settled at STEP 3, it may be submitted in writing to the Mayor, or his designee, within ten (10) working days after receipt of the Police Chief's written decision. In the event that the Police Chief, or his

designee, shall fail to act within the time allotted, the grievance shall be submitted to the Mayor, or his designee, within ten (10) working days of the date said decision was due. Within ten (10) working days after receipt of the written appeal for a hearing, the Mayor, or his designee, shall meet with the aggrieved employee for the purpose of resolving the grievance. The Mayor, or his designee, shall, within ten (10) working days of the meeting render his decision and the reasons therefore in writing to the aggrieved employee and the Police Chief.

STEP 5.

If the grievance is not settled at STEP 4, it may be submitted in writing to the City council within ten (10) working days after receipt of the Mayor's, or his designee's written decision. Within twenty (20) working days after receipt of the written appeal for a hearing, the City Council shall meet with the aggrieved employee for the purpose of resolving the grievance. The City Council, within ten (10) working days of the hearing shall render their decision and reasons therefore in writing to the aggrieved employee and the Police Chief.

STEP 6.

If the grievance is not settled at STEP 5, the grievance may be submitted to arbitration within ten (10) working days of the date of the receipt of the written decision of the Mayor, or their designee, or the date the decision was due, whichever event occurs first, by either party upon written notice of the other party. Within fifteen (15) working days, the arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Association. In selecting the arbitrator, each party shall alternate in removing one (1) name from the list until only one (1) name remains. A coin toss shall decide which party shall strike the first name.

The Arbitrator so selected shall confer promptly with the Mayor, or his designee, and the aggrieved employee, shall review the record of prior hearings, and shall hold further hearings with the aggrieved employee and such other parties in interest as the arbitrator shall deem requisite.

- D. The arbitrator's decision, which shall be final and binding on the parties, shall be rendered within thirty (30) days after a transcript, if required, is submitted. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement.
- E. The provisions of this Article shall apply only to grievances arising after the effective date of this Agreement; any grievances pending on the effective date of this Agreement shall be processed and resolved in accordance with the practices and procedures of the City in effect prior to this Agreement. If the grievance does not meet the time steps, the grievance is to be considered terminated.
- F. Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the City and to have such grievance adjusted without the intervention of the Association, provided that the adjustment shall not be inconsistent with this Agreement. Written notification of action taken will be provided to the Association.

ARTICLE XXIV.

DISCIPLINE AND DISCHARGE

- A. The tenure and status of each employee is conditioned upon compliance with reasonable standards of personal conduct and job performance; failure of an employee to conform to such standards shall be grounds for appropriate disciplinary action against or discharge of such employee. Disciplinary action or discharge may be based upon violations of the provisions of the Nevada Revised Statutes, the Fallon Municipal Code, the General Orders of the Fallon Police Department or other rules, regulations and policies duly adopted by the City; in addition thereto, disciplinary action or discharge may be based upon any of the following grounds:
 - 1. Failure of the employee to perform any required duties.
 - 2. Disability of the employee.
 - 3. Unexcused absence or habitual tardiness of the employee.

4. Abuse by the employee of the property or equipment of the City.
5. Substandard performance by the employee.
6. Commission by the employee of a felony or other public offense involving moral turpitude.
7. Failure of the employee to report completely and truthfully all acts or statements of the employee while engaged in the performance of his official duty.
8. Any false statement made by the employee in his application for employment or other proceedings relating to his being hired by the City.
9. Any other act which is incompatible with service to the public, or which tends to bring the City or the Fallon Police Department into disrepute or lessen the ability of the Fallon Police Department to perform its lawfully mandated functions.

B. "Discipline," as used in this Article, shall mean:

1. Written reprimands, which shall consist of a written statement of the basis for such reprimands and which shall be placed in the employee's personnel file.
2. Short suspensions, which shall consist of suspensions from duty, without pay, for a period of less than three (3) days.
3. Longer suspensions, which shall consist of suspensions from duty, without pay, for a period of three (3) days or more.
4. Demotion is defined as any employee who is reduced in rank.
5. Discharge, as used in this Article, means the permanent termination of an employee's employment with the City.

6. No other action taken by the City or its officers or employees with respect to any employee shall be considered "discipline" for purposes of this Article.
- C. The provisions of this Article shall not apply to any employee of the City who is a probationary employee or on probationary status, as set forth in Paragraphs A or C. of Article VI. above.

ARTICLE XXV. WRITTEN REPRIMANDS

- A. All written reprimands shall be served on the employee, with a copy of said reprimand to be placed in the employee's personnel file.
- B. In the event that the employee disagrees with the reprimand, he may request a review thereof by the Chief of Police or his designee, by requesting such review, in writing, not more than three (3) working days following his receipt of the written reprimand, which request shall set form the basis for the employee's disagreement; within three (3) working days after receipt of such request, and upon such investigation and inquiry as he may deem appropriate, the Chief of Police or his designee, shall respond, in writing, to the employee's request; copies of the employee's request and the response of the Chief of Police or his designee, shall be included in the employee's personnel file; the response of the Chief of Police or his designee, shall be final.
- C. A written reprimand shall be effective for a period of twelve (12) months from the date thereof, and shall thereafter be sealed, together with any related materials included in the employee's personnel file under the preceding Paragraph of this Article, and shall have no further effect, save and except that said written reprimand may be reopened and used in any subsequent discharge proceeding against the employee or in any litigation arising therefrom or in any litigation arising out of the events giving rise to the reprimand or any litigation respecting the actions or conduct of the employee during his employment by the City.

ARTICLE XXVI. SUSPENSIONS AND DEMOTIONS

- A. Prior to the imposition of any discipline defined in Subparagraphs B.2., B.3., or B.4., of Article XXIII above, the Chief of Police or his designee, shall serve a written

notice upon the employee setting forth the proposed disciplinary action, which notice shall include:

1. A statement of the charges upon which the proposed disciplinary action is based.
 2. A summary of the evidence upon which the charges are based.
 3. A statement advising the employee of his right to inspect and copy all evidence in the possession of the department in support of the charges.
 4. An explanation of the employee's right of appeal, as hereinafter set forth.
 5. A statement informing the employee of his right to representation in all subsequent proceedings.
- B. Within ten (10) working days after service on the employee of the notice described in the preceding Paragraph of this Article, the employee or his representative, may request, in writing, a meeting with the Chief of Police, to answer the charges contained in such notice and to present any evidence in opposition thereto and any argument in opposition to the proposed disciplinary action.
- C. Upon receipt of a request, as described in the preceding Paragraph of this Article, the Chief of Police shall fix the date and time, not more than ten (10) working days after the receipt of such request, for a meeting with the employee, or his representative.
- D. The meeting shall be informal, and the formal rules of evidence shall not apply; the employee, or his representative, may appear at the meeting and present evidence and argument in opposition to the charges and the proposed disciplinary action.
- E. Within ten (10) working days of the meeting, the Chief of Police shall serve upon the employee, or his representative, a decision, in writing, affirming, amending or reversing the proposed disciplinary action.

- E. All records of short suspensions, and any proceedings related thereto under this Article, shall be sealed three (3) years after the completion of such suspension; all records of longer suspensions and demotions, and any proceedings related thereto under this Article, shall be sealed five (5) years after the completion of such suspension or demotion, such records, after being sealed, shall have no further effect, save and except that said records may be reopened and used in any subsequent discharge proceedings against the employee or in any litigation arising therefrom or in any litigation arising out of the event or events giving rise to the suspension or demotion or any litigation respecting the actions or conduct of the employee during his employment by the City.

ARTICLE XXVII.

DISCHARGE

- A. Prior to the discharge of any employee, the Chief of Police or his designee, shall serve a written notice upon the employee setting forth the proposed discharge, which notice shall include:
 - 1. A statement of the charges upon which the proposed discharge is based.
 - 2. A summary of the evidence upon which the charges are based.
 - 3. A statement advising the employee of his right to inspect and copy all evidence in the possession of the department in support of the charges.
 - 4. An explanation of the employee's right of appeal, as hereinafter set forth.
 - 5. A statement informing the employee of his right to representation in all subsequent proceedings.
- B. Within ten (10) working days after service on the employee of the notice described in the preceding Paragraph of this Article, the employee or his representative may request, in writing, a meeting with the Chief of Police to answer the charges contained in

such notice and to present any evidence in opposition thereto and any argument in opposition to the proposed discharge.

- C. Upon receipt of a request, as described in the preceding Paragraph of this Article, the Chief of Police shall fix the date and time, not more than ten (10) working days after the receipt of such request, for a meeting with the employee, or his representative.
- D. The meeting shall be informal, and the formal rules of evidence shall not apply; the employee, or his representative may appear at the meeting and present evidence and argument in opposition to the charges and the discharge.
- E. Within ten (10) working days after the meeting, the Chief of Police shall serve upon the employee, or his representative, a decision, in writing, affirming, amending or reversing the discharge.

ARTICLE XXVIII.

APPEALS

- A. Any party dissatisfied with a final determination of the Chief under Article XXV.E. or Article XXVI.E. above may appeal such determination to the Mayor, by filing a Notice of Appeal with the City Clerk, or his designee, not more than ten (10) working days after the date of service of such determination, as specified in Article XXV.E. and Article XXVI.E. above.
- B. Any party may request a meeting with the Mayor within ten (10) working days of filing notice. The Mayor may request pertinent documents and hold an informal meeting with all parties concerned. A written decision shall be provided within ten (10) working days of the actual meeting.
- C. Any party dissatisfied with the determination of the Mayor under Article XXVII.B. above may appeal such determination to the City Council by filing a Notice of Appeal with the City Clerk not more than ten (10) working days after the date of service of such determination as specified in Article XXVII.B. above.

- D. Upon receipt of a Notice of Appeal, as specified in the preceding Paragraph of this Article, the Mayor shall transmit the Notice of Appeal, together with all other papers and documents in his possession relating to the appeal, to the City Clerk.
- E. Upon receipt of the Notice of Appeal specified in the preceding Paragraph of this Article, the City Clerk shall at the next regularly scheduled City Council meeting advise, in Executive Session, the City Council of the receipt of the Notice of Appeal. Within ten (10) working days of the City Council meeting where the City Council was advised of the Notice of Appeal, the City Council, or its designee, shall give notice to the representative of the Peace Officers Association of its appointment to the Appeals Board. The Peace Officers Association shall also, within ten (10) working days of the City Council meeting, meet and have its representative appoint one (1) member to the Appeals Board. The two (2) representatives shall jointly agree upon the selection of a third member in order to comprise the three (3) member Appeals Board.
- F. The Appeals Board shall, within thirty (30) days from the date the final member of the Appeals Board is appointed, convene for the purpose of hearing the appeal. The City Clerk shall forthwith notify the employee, or his representative, the Chief of Police or his designee, the Mayor, all members of the City Council and the City Attorney of the date and time fixed for such hearing.
- G. The hearing before the Appeals Board shall be a hearing de novo, and formal rules of evidence shall not apply; employee, or his representative, and the Chief of Police or his designee, represented by the City Attorney, may appear at the hearing and present evidence, witnesses and argument in support of and in opposition to the appeal. A record of the hearing before the Appeals Board shall be made, by recording or stenographic transcription as determined by the City Council. The cost of such record shall be borne by the City.
- H. Any party dissatisfied with the decision of the Appeals Board may appeal that decision to the City Council, by filing a notice of appeal with the City Clerk not more than ten (10)

working days after the date of service of the decision of the Appeals Board. The City Clerk shall, upon receipt of such notice of appeal, ascertain the cost of obtaining a transcript of the hearing before the Appeals Board, and shall notify the party filing the notice of appeal of such cost. The party filing the notice of appeal shall, within ten (10) days, deposit with the City Clerk the cost of such transcript. Upon receipt of the transcript, the City Clerk shall notify all parties of its receipt, and shall provide copies thereof to all members of the City Council.

- I. Review of the City Council shall be on the record made before the Appeals Board, provided, nevertheless, that the City Council may require the presentation of additional testimony and evidence and/or oral argument in support of and in opposition to the appeal. Notice of such further proceedings shall be given to all parties not less than ten (10) working days prior to such proceedings.

- J. The City Council shall, within thirty (30) days after receipt of the transcript referred to in Paragraph G. of this Article or within thirty (30) days after further proceedings permitted under the preceding Paragraph of this Article, serve upon the employee, or his representative, the Chief of Police or his designee, and the City Attorney, a decision affirming, modifying or reversing the decision of the Appeals Board. The decision of the City Council shall be in writing and shall state in full the reasons for the decision. The decision of the City Council shall be final except for judicial review. All hearings required under this Article may be continued, for good cause shown, upon application of any party entitled to notice thereof; such application shall be addressed to the City Council and the City Council shall, within its sole and exclusive discretion, grant or deny such applications.

ARTICLE XXIX.

MAINTENANCE OF BENEFITS

- A. All benefits of employment currently provided by the City to its employee and specifically set forth or altered by this Agreement shall remain in full force and effect during the term of this Agreement, except as hereinafter set forth in this Article.

- B. In the event that the City should determine, during the term of this Agreement, that any existing employee benefits must, because of extraordinary circumstances, be modified

or eliminated, then and in that event, notice of such modification or elimination of benefits shall be given to the Association by the City, together with a statement of the extraordinary circumstances requiring such modifications or elimination.

- C. The Association may, within thirty (30) days following the receipt of any notice given in accordance with the preceding Paragraph of this Article, request a meeting with the Mayor concerning such proposed modification or elimination of benefits.
- D. Following the meeting described in the preceding Paragraph of this Article, the Mayor may affirm, modify, or reverse the modification or elimination of employee benefits; this decision of the Mayor shall be in writing, serviced upon the Association and shall be final, except for judicial review.

ARTICLE XXX. NO STRIKECLAUSE

The Association will not promote, sponsor, or engage against the City, any strike slowdown, interruption of operation, stoppage of work, absence from work upon any pretext or excuse not founded in fact, or by any other intentional interruption of the City, regardless of the reason for doing so, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

ARTICLE XXXI. DEFINITIONS

- A. As used in this Agreement, the following terms shall have the meaning herein ascribed to them:
 - 1. "Management" shall mean the Chief of Police of the City of Fallon, together with such officers of the Fallon Police Department as may be, from time to time, designated by the Mayor of the City of Fallon
 - 2. as supervisors or managers within the Fallon Police Department.
 - 3. "Department" shall mean the Fallon Police Department. "Employee" shall mean all sworn officers of the Fallon Police Department of the rank of Patrolman, Sergeant and Lieutenant.
 - 4. "Permanent employee" shall mean any employee who has completed his initial probation and is not serving a period of disciplinary probation.

5. "Days" shall mean employee workdays when related to any action required by an employee, and shall mean weekdays when related to any action required by the City, the department or management.
- B. As used in this Agreement, the masculine form of pronouns shall include the feminine.

ARTICLE XXXII. SEVERABILITY

- A. If any Article, paragraph or clause of this Agreement is held to be invalid by a court of competent jurisdiction, all remaining Articles, paragraphs and clauses shall continue in full force and effect.
- B. All provisions of the laws of the State of Nevada and the provisions of the Fallon Municipal Code relating to the subject matters contained in this Agreement shall continue to apply to the City and employees unless such laws or provisions are contrary to the terms hereof.

ARTICLE XXXIII. ASSOCIATION RIGHTS

- A. The Association may place a bulletin board in the squad room, so the Association may post materials relating to its business.
- B. The City shall provide space in the squad room for the placement of a filing cabinet(s) necessary for the Association to perform its activities.
- C. Association members/representatives shall be permitted to use City phones to make and receive Association related telephone calls, provided that the telephone use does not incur additional expense to the City or interfere with the operation of the City.

ARTICLE XXXIV. LAYOFFS

- A. If the City finds it necessary to reduce the City work force due to a lack of funds or lack of work, the City may lay off employees pursuant to this article.

- B. The City shall notify the Association and the employees thirty (30) days prior to actual layoff date.
- C. Employees shall be laid off, in the order of departmental seniority. In lieu of being laid off, an employee may elect to temporarily demote to a lower departmental position for which they are qualified.
- D. The name of every employee laid off or demoted must be placed on the appropriate re employment list. All employees subject to lay off shall have precedence over any other individual applying for a position, providing they keep the City advised of their current address. Appointments, of employees subject to lay off, shall be made in reverse order of lay off and the reappointed employee must report to work within two (2) weeks or lose the opportunity for re-employment under this Article.
- E. Employees rehired, within six (6) months after their layoff, will be entitled to reinstatement of all accrued leave, which has not been compensated for, that the employee was entitled to at the time of their lay off.

ARTICLE XXXV. TERM OF AGREEMENT

This Agreement shall become effective on the first (1st) day of July, 2021, and shall expire the thirtieth (30th) day of June, 2024.