

AGENDA
CITY OF FALLON – CITY COUNCIL
55 West Williams Avenue
Fallon, Nevada
December 20, 2021 – 9:00 a.m.

The Honorable City Council will meet in a regularly scheduled meeting on December 20, 2021 at 9:00 a.m. in the City Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Items on the agenda may be taken out of order. The Council may combine two or more agenda items for consideration. The Council may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Unless otherwise allowed by the City Council, public comments by an individual will be limited to three minutes.

1. Pledge of Allegiance to the Flag.
2. Certification of Compliance with Posting Requirements.
3. Public Comments: General in nature, not relative to any agenda items.
No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. **(For discussion only)**
4. Approval of Warrants: **(For possible action)**
 - A) Accounts Payable
 - B) Payroll
 - C) Customer Deposit
5. Public hearing for Bill No. 787: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code for the purpose of changing the days of the regular meetings of the Fallon City Council, and for other matters properly related thereto. **(For discussion only)**
6. Consideration and possible adoption of Bill No. 787 as Ordinance No. 768: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code for the purpose of changing the days of the regular meetings of the Fallon City Council, and for other matters properly related thereto. **(For possible action)**
7. Consideration and possible approval of a Tentative Subdivision Map for Phases 6-8 of Country Air Estates. **(For possible action)**
8. Possible adoption of Resolution No. 21-09: A resolution to change the three (3) ward boundaries embracing the territory within the corporate limits of the City of Fallon, and for other matters properly related thereto. **(For possible action)**

9. Fallon Police Department Monthly Report for November 2021. **(For discussion only)**

10. Executive Session (closed):

Discuss Litigation Matters **(For discussion only)** (NRS 241 et.seq.)

Negotiations with Operating Engineers Local Union No. 3 **(For discussion only)**

Negotiations with Fallon Peace Officers Association **(For discussion only)**


11. Consideration and possible action to approve negotiated agreement between the City of Fallon and the Operating Engineers Local Union No. 3 to be effective from July 1, 2021 to June 30, 2024. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, fallonnevada.gov, and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.) **(For possible Action)**

12. Consideration and possible action to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association to be effective from July 1, 2021 to June 30, 2024. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, fallonnevada.gov, and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.) **(For possible action)**

13. Public Comments **(For discussion only)**

14. Council and Staff Reports **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on December 15, 2021 at City Hall, District Court Building, Churchill County Office Complex, Churchill County Public Library and posted to the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>). Members of the public may request the supporting material for this meeting by contacting Elsie M. Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, (775) 423-5104. The supporting material for this meeting is also available to the public on the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).


Elsie M. Lee

NOTICE TO PERSONS WITH DISABILITIES: Reasonable effort will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the City Clerk's Office at 423-5104 in advance so that arrangements may be conveniently made.

December 20, 2021

Agenda Item 5

Public hearing for Bill No. 787: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code for the purpose of changing the days of the regular meetings of the Fallon City Council, and for other matters properly related thereto. **(For discussion only)**

Incorporated 1908

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 5

DATE SUBMITTED: December 10, 2021

AGENDA DATE REQUESTED: December 20, 2021

TO: The Honorable City Council

FROM: Trent deBraga, Deputy City Attorney

SUBJECT TITLE: Public hearing for Bill No. 787: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code for the purpose of changing the days of the regular meetings of the Fallon City Council, and for other matters properly related thereto.
(For discussion only)

<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Ordinance
<input type="checkbox"/> Formal Action/Motion	<input type="checkbox"/> Other

POSSIBLE COUNCIL ACTION: None in this agenda item, it is for public hearing for Bill No. 787 only.

DISCUSSION: Bill No. 787 was introduced at the Council's properly noticed regular meeting on December 6, 2021. Notice of the deposit of copies of the proposed ordinance and the public hearing date was duly published in the Lahontan Valley News on December 8, 2021. The proposed ordinance, as introduced, and the Proof and Statement of Publication of the Notice of Deposit of Copies and Public Hearing to Adopt Bill No. 787 are attached to this coversheet. This agenda item represents the public's opportunity to comment on the proposed ordinance and to present relevant information and materials to the Council.

PREPARED BY: Trent deBraga, Deputy City Attorney



Proof and Statement of Publication
AD #: 19413

580 Mallory Way, Suite 200, Carson City, NV
89701 PO Box 648, Carson City, NV 89702
(775) 881-1201 FAX: (775) 887-2408

Customer Account #: 2263

Legal Account
CITY OF FALLON

55 W Williams Ave
Fallon, NV 89406

Matt Speers says:
That he is a legal clerk of the
Lahontan Valley News
a newspaper published Wednesday at
Fallon, in the State of Nevada.

Copy Line
12/8 LVN Adopt Bill 787

PO #:

AD #: 19413

of which a copy is hereto attached, was published
in said newspaper for the full required period of 1
time(s) commencing on 12/08/2021
and ending on, 12/08/2021
all days inclusive.

Signed: *Matt Speers*

Statement:

Date	Amount	Credit	Balance
12/08/21	111.50	0.00	111.50

**City of Fallon
Notice of Deposit of Copies and Public
Hearing to Adopt Bill No. 787**

Notice is hereby given that the Honorable City Council of the City of Fallon will hold a Public Hearing on Monday, December 20, 2021 at 9:00 a.m. in the City Council Chambers, City Hall, 55 West Williams Avenue, Fallon, Nevada 89406, to consider possible adoption of Bill No. 787.

The Bill, if adopted as an Ordinance, will accomplish the following: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code, to set the regular meetings of the City Council on the first and third Tuesdays of each month, at the hour of 9:00 a.m., and for other matters properly related thereto.

Notice is hereby further given that copies of the Bill have been deposited with the City Clerk, City Hall, 55 West Williams Avenue, Fallon, Nevada 89406, for public examination and distribution upon request. Members of the public may request a copy of the Bill by contacting Elsie Lee, Deputy City Clerk, at (775) 423-5104 or elee@fallonnevada.gov.

Date: December 1, 2021
Sean Richardson
City Clerk-Treasurer

**Pub Date: December 8, 2021
Ad # 19413**

BILL NO. 787

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2, CHAPTER 2.04, SECTION 2.04.040 OF THE CITY OF FALLON MUNICIPAL CODE FOR THE PURPOSE OF CHANGING THE DAYS OF THE REGULAR MEETINGS OF THE FALLON CITY COUNCIL; AND FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, NRS 266.245 requires the City Council to prescribe by ordinance the time and place of its regular meetings; and

WHEREAS, NRS 266.245 further requires the City Council to hold at least one (1) regular meeting each month; and

WHEREAS, the City Council has previously prescribed by ordinance that its regular meetings shall be held on the first and third Mondays of each month at the hour of 9:00 a.m.; and

WHEREAS, said regular meeting days and times are codified in Section 2.04.040 of the City of Fallon Municipal Code; and

WHEREAS, the City Council desires to change its regular meeting days in order to more efficiently and effectively address the matters brought before the Council.

NOW, THEREFORE, the City Council of the City of Fallon do ordain that Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code be amended to read, in its entirety, as follows:

Chapter 2.04

THE LEGISLATIVE BRANCH

2.04.040 Time of Regular Meetings. The City Council shall hold regular meetings on the first and third Tuesdays of each month, at the hour of 9:00 a.m., unless the City Council, in its discretion, prescribes a different day or time to hold a regular meeting, or prescribes to cancel a regular meeting, so long as the City Council holds at least one (1) regular meeting each month, and gives proper notice of the different day or time or cancellation in accordance with law. When a regular meeting day falls on a legal holiday, the regular meeting shall be held at the same time on the first day that City offices are open next following the legal holiday.

This ordinance shall become effective after its passage, approval and publication as required by law.

Proposed by:_____

Passed and adopted this ____ day of December, 2021.

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Those abstaining: _____

KEN TEDFORD
Mayor

ATTEST: _____
SEAN RICHARDSON
City Clerk-Treasurer

December 20, 2021

Agenda Item 6

Consideration and possible adoption of Bill No. 787 as Ordinance No. 768: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code for the purpose of changing the days of the regular meetings of the Fallon City Council, and for other matters properly related thereto. **(For possible action)**

Incorporated 1908

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 6

DATE SUBMITTED: December 10, 2021

AGENDA DATE REQUESTED: December 20, 2021

TO: The Honorable City Council

FROM: Trent deBraga, Deputy City Attorney

SUBJECT TITLE: Consideration and possible adoption of Bill No. 787 as Ordinance No. 768: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code for the purpose of changing the days of the regular meetings of the Fallon City Council, and for other matters properly related thereto. **(For possible action)**

() Resolution (X) Ordinance
() Formal Action/Motion () Other

RECOMMENDED COUNCIL ACTION: Motion to adopt Bill No. 787 as Ordinance No. 768: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code for the purpose of changing the days of the regular meetings of the Fallon City Council, and for other matters properly related thereto.

DISCUSSION: This agenda item represents the Council's opportunity to consider the proposed ordinance as they see fit. The Council is free to adopt the Bill as introduced or to amend the Bill, in any respect, prior to its adoption. The proposed ordinance, as introduced, is attached to this coversheet.

FISCAL IMPACT: N/A.

FUNDING SOURCE: N/A.

PREPARED BY: Trent deBraga, Deputy City Attorney

BILL NO. 787

ORDINANCE NO. 768

AN ORDINANCE AMENDING TITLE 2, CHAPTER 2.04, SECTION 2.04.040 OF THE CITY OF FALLON MUNICIPAL CODE FOR THE PURPOSE OF CHANGING THE DAYS OF THE REGULAR MEETINGS OF THE FALLON CITY COUNCIL; AND FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, NRS 266.245 requires the City Council to prescribe by ordinance the time and place of its regular meetings; and

WHEREAS, NRS 266.245 further requires the City Council to hold at least one (1) regular meeting each month; and

WHEREAS, the City Council has previously prescribed by ordinance that its regular meetings shall be held on the first and third Mondays of each month at the hour of 9:00 a.m.; and

WHEREAS, said regular meeting days and times are codified in Section 2.04.040 of the City of Fallon Municipal Code; and

WHEREAS, the City Council desires to change its regular meeting days in order to more efficiently and effectively address the matters brought before the Council.

NOW, THEREFORE, the City Council of the City of Fallon do ordain that Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code be amended to read, in its entirety, as follows:

Chapter 2.04

THE LEGISLATIVE BRANCH

2.04.040 Time of Regular Meetings. The City Council shall hold regular meetings on the first and third Tuesdays of each month, at the hour of 9:00 a.m., unless the City Council, in its discretion, prescribes a different day or time to hold a regular meeting, or prescribes to cancel a regular meeting, so long as the City Council holds at least one (1) regular meeting each month, and gives proper notice of the different day or time or cancellation in accordance with law. When a regular meeting day falls on a legal holiday, the regular meeting shall be held at the same time on the first day that City offices are open next following the legal holiday.

This ordinance shall become effective after its passage, approval and publication as required by law.

Proposed by: Councilman Richardson.

Passed and adopted this ____ day of December, 2021.

Those voting aye:_____

Those voting nay:_____

Those absent:_____

Those abstaining:_____

KEN TEDFORD
Mayor

ATTEST:_____
SEAN RICHARDSON
City Clerk-Treasurer

December 20, 2021

Agenda Item 7

Consideration and possible approval of a Tentative Subdivision Map for Phases 6-8 of Country Air Estates. **(For possible action)**

FALLON

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**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 7

DATE SUBMITTED: December 13, 2021

AGENDA DATE REQUESTED: December 20, 2021

TO: The Honorable City Council

FROM: Derek Zimney, City Engineer

SUBJECT TITLE: Consideration and possible approval of a Tentative Subdivision Map for Phases 6-8 of Country Air Estates. **(For possible action)**

TYPE OF ACTION REQUESTED: (Check one)

<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance
<input checked="" type="checkbox"/> Formal Action/Motion	<input type="checkbox"/> Other

RECOMMENDED COUNCIL ACTION: Motion to approve a Tentative Subdivision Map for Phases 6-8 of Country Air Estates.

DISCUSSION: This map would be the first step in creating thirty-nine (39) new single family lots. The construction of the proposed improvements will complete the Country Air Estates subdivision.

The City of Fallon City Council first approved a tentative for Country Air Estates in 1988. That map was for 162 lots. Only 86 lots have been completed in phases 1 through 5. The remainder have been redesigned with this tentative map. If approved and constructed, Country Air Estates will have 125 of the originally planned 162 lots. The proposed improvements are being proposed to be completed in three phases.

This map has been reviewed by Derek Zimney - City Engineer, Brian Byrd – Public Works Director and Bob Erickson – Chief of Staff. Letters of intent and copies of the proposed tentative map have been submitted to the Nevada Department of Environmental Protection, Nevada Division of Water Resources, Truckee-Carson Irrigation District, Churchill County and the Churchill County School District. Those letters and responses from each agency are attached.

FISCAL IMPACT: N/A - Water Rights Fees to be paid at Final Map stage.

FUNDING SOURCE: N/A

PREPARED BY: Derek Zimney, City Engineer

DATE: December 20, 2021

TO BE PRESENTED TO THE COUNCIL BY: Derek Zimney, City Engineer

Ken Tedford
MAYOR



James D. Richardson
Councilman

Kelly Frost
Councilwoman

Karla Kent
Councilwoman

September 14, 2021

State of Nevada
Nevada Department of Environmental Protection
901 S. Stewart Street #4001
Carson City, NV 89701

Attn: Tammara Weaver, Compliance Coordinator
RE: Tentative Map Submittal - Country Air Estates

Mrs. Weaver,

Pursuit to N.R.S. 278.335 I am submitting this Tentative Map for your review on behalf of the City of Fallon City Council who acts as the Planning Commission. Please feel free to contact me with any question or comments.

Sincerely,

Derek Zimney P.E., City Engineer
City of Fallon

Ken Tedford
MAYOR



James D. Richardson
Councilman

Kelly Frost
Councilwoman

Karla Kent
Councilwoman

August 16, 2021

Tammara Weaver
Compliance Coordinator
Nevada Division of Environmental Protection
Department of Conservation and Natural Resources
901 S. Stewart Street, Suite 4001


RE: Planning Commission Authorization

Mrs. Weaver,

Per the City of Fallon Municipal Code Chapter 21.12.010 the City Council acts as the Planning Commission.

Please allow this letter to serve as authorization for the City of Fallon Engineer to submit tentative maps to NDEP on behalf of the City Council members who act as the Planning Commission, as a designated representative pursuant to N.R.S. 278.335.

Sincerely,


James D. Richardson - Councilman


Kelly Frost - Councilwoman


Karla Kent - Councilwoman

Ken Tedford
MAYOR



James D. Richardson
Councilman

Kelly Frost
Councilwoman

Karla Kent
Councilwoman

September 14, 2021

State of Nevada
Nevada Department of Environmental Protection
901 S. Stewart Street #4001
Carson City, NV 89701

Attn: Tammara Weaver, Compliance Coordinator

RE: Historical usage description - Country Air Estates

Mrs. Weaver,

This land was historically used for agricultural purposes. City staff is un-aware of any significant existing environmental degradation that could negatively affect the proposed project.

Sincerely,

Derek Zimney P.E., City Engineer
City of Fallon

Ken Tedford
MAYOR



James D. Richardson
Councilman

Kelly Frost
Councilwoman

Karla Kent
Councilwoman

September 14, 2021

State of Nevada
Nevada Department of Environmental Protection
901 S. Stewart Street #4001
Carson City, NV 89701

Attn: Tammara Weaver, Compliance Coordinator

RE: Intent to Serve - Country Air Estates

Mrs. Weaver,

Upon City Council approval, the City of Fallon intends to serve water, sewer, electric and garbage to the above referenced subdivision. The capacities of the respective systems and facilities are adequate to serve the proposed development. The proposed development includes thirty-nine (39) single family residential lots. This subdivision will include phases 6 through 8.

The City of Fallon had issued will serve letters for this development in 1988. The commitment was for 162 lots. Only 86 lots were completed in phases 1 through 5. The remainder have been redesigned with this tentative map. In total Country Air Estates will have 125 of the originally planned 162 lots.

This intent to serve is conditioned on approval from the City of Fallon City Council and the compliance of all standards and regulations as set forth in the Fallon Municipal Code and adopted building codes.

Sincerely,

Derek Zimney P.E., City Engineer
City of Fallon



Requirements for the Review of a Tentative Subdivision Map in Rural Counties

A tentative map may only be submitted for review by the planning commission or a representative that has been authorized to submit the tentative map on behalf of the planning commission per NRS 278.330

- ☐ 1. Provide the tentative subdivision map showing the design of the subdivision, including the arrangement of lots, the alignment of roads, and easements – each sheet must be individually wet-stamped, signed, and dated in non-black ink by a Professional Land Surveyor or Engineer registered in Nevada.
- ☐ 2. A check payable to the Nevada Division of Environmental Protection or NDEP for \$400.00 + \$3.00 per lot.
- ☐ 3. If the tentative map is being submitted on behalf of the planning commission, a letter designating authorization from the planning commission must be submitted to the NDEP.
- ☐ 4. Provide a letter from the drinking water utility and the wastewater utility stating the availability and accessibility of utilities (“Intent-to-Serve”) per NRS 278.349(3c) or supply a “Will-Serve” letter.
- 5. On the Title Page or Cover Sheet:
 - ☐ a. Provide the subdivision’s location by section, township, and range or any other description which provides a positive identification of the location of the subdivision.
 - ☐ b. Provide a vicinity map showing the nearest city and/or major highway.
 - ☐ c. Provide the names and addresses of the owners and developers of the subdivision.
 - ☐ d. Indicate the type of water system and source (individual well or public water system).
 - ☐ e. Indicate the type of proposed wastewater system (community or individual sewage disposal systems).
 - ☐ f. Indicate the number of lots in the subdivision.
 - ☐ g. State distance between the subdivision and any existing water and wastewater utilities.
- ☐ 6. Provide a map showing the topographic features of the subdivision, including contours at intervals of 2 feet for slopes of 10% or less, and intervals of 5 feet for slopes over 10%.
- ☐ 7. Provide a map of the 100-year floodplain for the applicable area. The map must have been prepared by recognized methods or by an appropriate governmental agency for those areas subject to flooding.
- ☐ 8. Provide a master plan showing the future development and intended use of all land under the ownership or control of the developer in the vicinity of the proposed subdivision.
- ☐ 9. Provide a brief description regarding the historical usage of the property or any significant existing environmental degradation that could negatively affect the proposed project.

A letter recommending approval or denial of the tentative map will be sent to the related planning agency within fifteen (15) calendar days of the receipt of the complete submittal. Copies of the letter will be sent to the owner of the development and the consulting firm that prepared the tentative map submittal.



October 28, 2021

Derek Zimney, P.E.
City Engineer, City of Fallon
55 West Williams Ave.
Fallon NV 89406

**Re Tentative Map - County Air Estates Phases 6-8
40 lots the City of Fallon**

Dear Mr. Zimney, P.E.:

The Nevada Division of Environmental Protection has reviewed the above referenced subdivision and recommends approval of said subdivision with respect to water pollution and sewage disposal, provided that the City of Fallon commits to provide sewage service to said subdivision.

Please note that if the developer of this subdivision will disturb more than one acre, he/she is required to obtain coverage under NDEP's Construction Stormwater General Permit NVR100000. A Notice of Intent must be filed electronically and submitted with a \$200 fee prior to commencing any earth-disturbing activities at the site. Visit NDEP's Bureau of Water Pollution Control's website at: http://ndep.nv.gov/bwpc/storm_cont03.htm for more information about this permit.

Sincerely,

April Holt, P.E.
Technical Services Branch
Bureau of Water Pollution Control

cc:
BUREAU OF CORRECTIVE ACTIONS SUPERFUND PROGRAM MANAGER BCA, 901 S. Stewart St.
Ste. 4001 CARSON CITY, NV 89701
Engineer: Robison Engineering 846 Victorian Ave #20 Sparks NV 89431
Developer: JKG Builders 115 Katie Drive Spring Creek NV 89815

Control No. 14261

Ken Tedford
MAYOR



James D. Richardson
Councilman

Kelly Frost
Councilwoman

Karla Kent
Councilwoman

September 14, 2021

State of Nevada
Nevada Division of Water Resources
901 S. Stewart Street #2002
Carson City, NV 89701

Attn: Steve Shell, Water Resource Specialist 2

RE: Intent to Serve - Country Air Estates

Mr. Shell,

Pursuit to N.R.S. 278.330 I am submitting this Tentative Map for your review on behalf of the City of Fallon City Council who acts as the Planning Commission. Please feel free to contact me with any question or comments.

Sincerely,

Derek Zimney P.E., City Engineer
City of Fallon

Ken Tedford
MAYOR



James D. Richardson
Councilman

Kelly Frost
Councilwoman

Karla Kent
Councilwoman

September 14, 2021

State of Nevada
Nevada Division of Water Resources
901 S. Stewart Street #2002
Carson City, NV 89701

Attn: Steve Shell, Water Resource Specialist 2

RE: Intent to Serve - Country Air Estates

Mr. Shell,

Upon City Council approval, the City of Fallon intends to serve water, sewer, electric and garbage to the above referenced subdivision. The capacities of the respective systems and facilities are adequate to serve the proposed development. The proposed development includes thirty-nine (39) single family residential lots. This subdivision will include phases 6 through 8.

The City of Fallon had issued will serve letters for this development in 1988. The commitment was for 162 lots. Only 86 lots were completed in phases 1 through 5. The remainder have been redesigned with this tentative map. In total Country Air Estates will have 125 of the originally planned 162 lots.

This intent to serve is conditioned on approval from the City of Fallon City Council and the compliance of all standards and regulations as set forth in the Fallon Municipal Code and adopted building codes.

Sincerely,

Derek Zimney P.E., City Engineer
City of Fallon



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002
Carson City, Nevada 89701-5250
(775) 684-2800 • Fax (775) 684-2811
<http://water.nv.gov>

December 3, 2021

To: Derek Zimney, P.E., City Manager
City of Fallon
55 West Williams Avenue
Fallon, NV 89406

Re: Tentative Subdivision Review No. 21181-T, Permit None

Name: *Country Air Estates Phases 6-8*

County: Churchill County – Fallon, U.S. Highway 50 and Indian Lakes Road

Location: A portion of Section 29, Township 19 North, Range 29, East, MDB&M.

Plat: Final: Forty (40) lots, common areas, and rights-of-way totaling approximately 16.49 acres and being Churchill County Assessor's Parcel Number 001-061-29.

**Water Service
Commitment**

Allocation: 44.80 acre-feet annually is the estimated requirement from the City of Fallon based on a demand of 1.12 acre-feet annually per single family home. No water has been allocated for this tentative map.

**Owner-
Developer:** JKG Builders
115 Katie Drive
Spring Creek, NV 89815

Engineer: Robison Engineering
846 Victorian Avenue
Sparks, NV 89431

Water

Supply: City of Fallon

General: A subdivision map was presented and approved by this office on December 3, 2021, as described on the **Country Air Estates Phases 6-8** map.

Correspondence dated September 14, 2021, from the City of Fallon and signed by Derek Zimney, P. E., City Engineer, to the Division of Water Resources states that the City of Fallon intends to serve water to the subject subdivision. This letter is a matter of public record on file in the Office of Division of Water Resources.

As provided in Nevada Revised Statutes (NRS) 278.377, a copy of this certificate must be furnished to the subdivider who in turn shall provide a copy of the certificate to each purchaser of land before the time the sale is completed. Any statement of approval is not a warranty or representation in favor of any person as to the safety or quantity of such water.

Action: Approval concerning water quantity as required by statute for **Country Air Estates Phases 6-8** subdivision will be based on acceptance of a Water Will Serve the City of Fallon.

Best regards,



Dan Randles
Supervisor III, Water Rights

DR/km

cc: Division of Real Estate
Public Utilities Commission of Nevada
Robison Engineering
JKG Builders

Ken Tedford
MAYOR



James D. Richardson
Councilman

Kelly Frost
Councilwoman

Karla Kent
Councilwoman

September 14, 2021

Truckee-Carson Irrigation District
2666 Harrigan Road
Fallon, NV 89406

Attn: Rusty Jardine, General Manager and Counsel
RE: Tentative Map Submittal - Country Air Estates

Mr. Jardine,

Pursuit to N.R.S. 278.348 I am submitting this Tentative Map for your review on behalf of the City of Fallon City Council who acts as the Planning Commission. Please feel free to contact me with any question or comments.

Sincerely,

Derek Zimney P.E., City Engineer
City of Fallon

Via hand delivery

Derek Zimney

From: Sadie Pope <sadie@tcid.org>
Sent: Thursday, October 07, 2021 7:22 AM
To: Derek Zimney
Cc: ida@tcid.org; cody@tcid.org
Subject: Country Air Estates Tentative Map

Good morning Derek,

Sorry on the delay getting back to you on the above referenced map. At this time we have no concerns on the map. Moving forward on this project you will need to apply to TCID and BOR regarding the district facilities involved.

When the final map is ready please submit back to the district for signature.

If you have any questions please give us a call.

*Sadie Pope
Truckee-Carson Irrigation District
2666 Harrigan Rd.
P.O. Box 1356
Fallon, NV 89406
775-423-2141
775-423-5354 FAX*

Ken Tedford
MAYOR



James D. Richardson
Councilman

Kelly Frost
Councilwoman

Karla Kent
Councilwoman

September 14, 2021

Churchill County
Public Works, Planning and Zoning Department
155 North Taylor Street
Fallon, NV 89406

Attn: Chris Spross, Public Works Director

RE: Tentative Map Submittal - Country Air Estates

Mr. Spross,

Pursuit to N.R.S. 278.345 I am submitting this Tentative Map for your review on behalf of the City of Fallon City Council who acts as the Planning Commission. Please feel free to contact me with any question or comments.

Sincerely,

Derek Zimney P.E., City Engineer
City of Fallon

Via hand delivery

Derek Zimney

From: Dean Patterson <DPatterson@churchillcountynv.gov>
Sent: Thursday, November 04, 2021 11:09 AM
To: Derek Zimney
Cc: Christian Spross
Subject: Country Air Estates Phases 6-8 Subdivision Tentative Map

Derek Zimney P.E., City Engineer
City of Fallon

Mr. Zimney,

Thank you for the opportunity to comment on the Country Air Estates Phases 6-8 Subdivision Tentative Map. We generally do not have issues with the proposed development. Our only comment would be to encourage consideration of how Country Air Estates will connect to surrounding lands as they are developed and annexed in terms of sewer, water, and roads. In this case, a logical growth area would be to the south – land that is currently owned by the school district. The proposed subdivision does not provide service connections to the south boundary, so the City may wish to consider that in its decision.

Dean Patterson, Churchill County Public Works, Planning, & Zoning

Off. 775-423-7627 | Dir. 775-428-0256 | planning-ap@churchillcounty.org
155 N. Taylor, Suite 194, Fallon NV 89406

Ken Tedford
MAYOR



James D. Richardson
Councilman

Kelly Frost
Councilwoman

Karla Kent
Councilwoman

September 14, 2021

Churchill County School District
Office of the Superintendent
690 South Maine Street
Fallon, NV 89406

Attn: Dr. Summer Stephens, Superintendent

RE: Tentative Map Submittal - Country Air Estates

Dr. Stephens,

Pursuit to N.R.S. 278.346 I am submitting this Tentative Map for your review on behalf of the City of Fallon City Council who acts as the Planning Commission. Please feel free to contact me with any question or comments.

Sincerely,

Derek Zimney P.E., City Engineer
City of Fallon

Via hand delivery



Know what's below.
Call before you dig.

COUNTY AIR ESTATES PHASES 6-8 TENTATIVE MAP FOR ROCK HOUND INVESTMENTS

APPROVED BY:

NEN TEDFORD - MAYOR OF CITY OF FALLON

GARY C. CORDES - CITY OF FALLON CLERK

PROJECT SUMMARY

JURISDICTION CITY OF FALLON
COUNTY CHURCHILL COUNTY
APN 001-001-23
ADDRESS 120 ADDRESS AVAILABLE
ZONING R15K
FEMA FLOOD ZONE FEMA PANEL 3001C175X, ZONE "C" (UNSHADED) - AREA OF MINIMAL FLOOD HAZARD
PROJECT SUMMARY 46 LOT TENTATIVE PARCEL MAP
PROPOSED WATER 16.48
PROPOSED SEWER MUNICIPAL (STUBBED TO SITE FROM PREVIOUS PHASES)
PROPOSED SEWER MUNICIPAL (STUBBED TO SITE FROM PREVIOUS PHASES)

SHEET LIST

CIVIL
1) TITLE SHEET
2) TENTATIVE MAP
3) SITE, UTILITY, AND GRADING PLAN

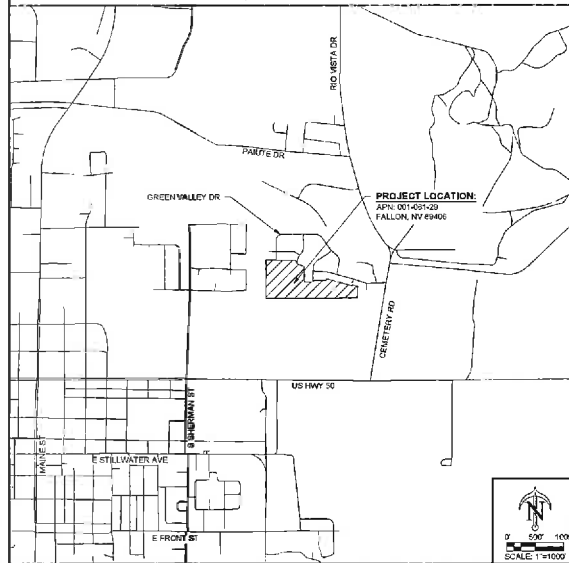
PROJECT AUTHORITY

CIVIL ENGINEER
ROBISON ENGINEERING COMPANY
REBECCA BERMEK, P.E.
645 VICTORIAN AVE, SUITE 20
SPARKS, NV 89431
(775) 852-2251 x 727
rebecca@robisoneng.com

SURVEYOR
ROBISON ENGINEERING COMPANY
ERIC SADE, P.L.S.
645 VICTORIAN AVE, SUITE 20
SPARKS, NV 89431
(775) 852-2251 x 701
sage@robisoneng.com

OWNER
JRG BUILDERS
115 KATIE DRIVE
SPRING CREEK, NV 89815
(775) 591-5119
tangea@robisoneng.com

VICINITY MAP



NOTES

GENERAL NOTES:

1. THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PROCEDURES AND GUIDELINES, AND ARE BELIEVED TO BE IN SUBSTANTIAL COMPLIANCE WITH APPLICABLE STATUTES, AND ORDINANCES OR STANDARDS SPECIFIED BY THE PERMITTING JURISDICTION. IN THE EVENT OF A CONFLICT BETWEEN ANY PORTION OF THESE PLANS AND PERMITTING STANDARDS, PROMPTLY NOTIFY ENGINEER, OR ADOPT THE MORE CONSERVATIVE STANDARD CONSISTENT WITH THE INTENT OF THE PLANS, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES. CONTRACTOR BEARS SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION INCLUDING SAFETY OF ALL PERSONS AND PROPERTY.
2. IF THE CONTRACTOR'S DESIRES ANY CONDITION ON THE SITE WHICH CONFLICTS WITH THE INFORMATION SHOWN HEREON, THEY SHALL CONTACT ROBISON ENGINEERING AT 775-852-2251 X70 FOR RESOLUTION.
3. THE ENGINEER SHALL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE ENGINEER.
4. IN THE EVENT ELECTRONIC FILES (CAD, ETC) ARE PROVIDED BY ROBISON ENGINEERING, AN INDemnIFICATION AGREEMENT IS IMPLIED BY THAT USE, AND IF THERE IS ANY CONFLICT BETWEEN ELECTRONIC DATA AND THE STAMPED PERMIT PLAN SET, THE STAMPED DRAWINGS SHALL GOVERN AND DIRECT THE WORK. IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO ACQUIRE APPROVED PLANS FROM THE GOVERNING JURISDICTION.
5. THE CONTRACTOR SHALL VERIFY IN FIELD, ALL ELEVATIONS, DIMENSIONS, FLOW LINES, EXISTING CONDITIONS, AND POINTS OF CONNECTIONS WITH ADJACENT PROPERTY (PUBLIC OR PRIVATE). ANY DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE WORK.
6. CONTACT "USA NORTH 811" BY CALLING THAT NUMBER (8-1-1) NO LESS THAN 2 WORKING DAYS BEFORE EXCAVATION IS PROPOSED TO BEGIN.

EROSION AND SEDIMENT CONTROL NOTES

1. TOTAL DISTURBANCE AREA IS EXPECTED TO EXCEED 1 ACRE, THEREFORE A SITE SPECIFIC STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS ANTICIPATED TO BE REQUIRED. THE CONTRACTOR SHALL BE AWARE OF AND EXERCISE DUE EFFORT TO CONFORM TO AT LEAST:
 - A. THE STATE OF NEVADA GENERAL PERMIT (NVR) 10000
 - B. CITY OF FALLON STORMWATER PROTECTION ORDINANCES AND STANDARDS
2. ADDITIONAL CONSTRUCTION SITE DISCHARGE BEST MANAGEMENT PRACTICES MAY BE REQUIRED BY THE OWNER AND HIS OR HER AGENTS DUE TO UNFORESEEN EROSION PROBLEMS OR IF THE SUBMITTED PLAN DOES NOT MEET THE PERFORMANCE STANDARDS SPECIFIED BY CITY OF FALLON.

TOPOGRAPHIC MAP NOTES

1. THIS MAP IS PREPARED TO ILLUSTRATE TOPOGRAPHY AND FEATURES FOR ARCHITECTURAL AND ENGINEERING PLANNING AND DESIGN ONLY. NO INFORMATION SHALL BE CONSTRUED TO REPRESENT A FORMAL SURVEY OF THE SUBJECT PROPERTY, OR TO RENDER ANY OPINION THEREON.
2. BASED ON REMOTE, THE BASIS OF MEASUREMENTS FOR THIS PLAN IS NAD 83/04, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, BASED ON TIES TO THE CHURCHILL COUNTY CONTROL POINTS SHOWN HEREON. A COMBINED GRID TO GROUND FACTOR OF 0.000269% WAS USED. ALL DISTANCES SHOWN HEREON ARE GROUND.

PROJECT NOTES:

1. ALL CONSTRUCTION NOT OTHERWISE DETAILED OR SPECIFIED SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC, ORANGE BOOK) ADOPTED BY CITY OF FALLON.
2. REFER TO CIVIL IMPROVEMENT PLANS FOR ADDITIONAL INFORMATION ON SITE, UTILITY, GRADING AND DRAINAGE, AND EROSION AND SEDIMENT CONTROL.
3. IT IS THE INTENT OF THESE SPECIFICATIONS AND IMPROVEMENT PLANS THAT THE WORK PERFORMED UNDER THE CONTRACT SHALL RESULT IN A COMPLETE OPERATING SYSTEM IN SATISFACTORY WORKING CONDITION WITH RESPECT TO THE FUNCTIONAL PURPOSES OF THE INSTALLATION. IF THERE ARE ANY QUESTIONS REGARDING THE STATED OR IMPLIED MEANING OF THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR RESOLUTION.
4. SUBMITTALS INCLUDING SHOP DRAWINGS, MANUFACTURER'S DATA SHEETS, MATERIAL AND COLOR SAMPLES, AND DELIVERED MATERIALS OR PRODUCTS (ROOFING, ETC.) WITHOUT EXCEPTION, SHALL BE SUBMITTED FOR REVIEW AND APPROVAL TO COVER PRIOR TO THEIR INCORPORATION INTO THE PROJECT, WHERE QUANTIFIABLE ADJUSTMENT IS REQUIRED (E.G., MATERIALS WITH SPECIFIED STRENGTH, WEIGHT, LONGUITY, CLASSIFICATION, ETC.) THESE MATERIALS SPECIFICATIONS SHALL BE PROVIDED TO THE PROFESSIONAL AUTHORITY (E.G. PLUMBING, CIVIL ENGINEER, ETC.) RESPONSIBLE FOR THEIR SUITABILITY FOR THE SPECIFIED USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAILY REMOVAL OF ALL CONSTRUCTION MATERIALS STORED ON PAVED STREETS, ON-SITE AND OFF-SITE.
5. THE CONTRACTOR SHALL PURSUE THE WORK IN A CONTINUOUS AND DILIGENT MANNER CONFORMING TO ALL THE PERTINENT SAFETY REGULATIONS, TO ENSURE A TIMELY COMPLETION OF THE PROJECT.
6. THE CONTRACTOR SHALL NOTIFY ALL ENTITIES INVOLVED (PUBLIC AND PRIVATE) 48 HOURS PRIOR TO BEGINNING CONSTRUCTION, AND PROVIDE 48 HOURS PRIOR NOTICE FOR ALL SURVEYING AND INSPECTIONS DURING CONSTRUCTION.
7. THE WORK IN THIS CONTRACT INCLUDES ALL ON-SITE AND OFF-SITE WORK SHOWN ON THESE DRAWINGS, DESCRIBED IN THE SPECIFICATIONS, OR REASONABLY IMPLIED. THE CONTRACTOR SHALL AT ALL TIMES DURING CONSTRUCTION, PROTECT FROM DAMAGE EXISTING IMPROVEMENTS ON AND AROUND THE SITE, INCLUDING, BUT NOT LIMITED TO, PAVEMENT, CURB & GUTTER, SIDEWALK, LANDSCAPING, SIGNAGE, STORM & SANITARY SEWERS, AND ALL UTILITIES. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE REPAIR OF ANY IMPROVEMENTS (EXISTING OR PROPOSED) DAMAGED THROUGHOUT THE COURSE OF CONSTRUCTION.
8. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES EMERGENCY ACCESS TO THE PROJECT SITE TO THE SATISFACTION OF THE FIRE CONTROL AGENCY.
9. ALL QUANTITIES SUPPLIED WITH THESE PLANS ARE APPROXIMATE AND USED FOR PERMIT AND BOND PURPOSES ONLY. THEY SHALL NOT BE USED IN ANY WAY FOR BIDDING OR CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT QUANTITY TAKE-OFFS FOR BIDDING AND CONSTRUCTION PURPOSES.

GRADING NOTES

1. ALL EXCAVATION AND EMBANKMENT SHALL BE IN ACCORDANCE WITH CITY OF FALLON REQUIREMENTS.
2. THE CONTRACTOR SHALL MAINTAIN A DUST CONTROL PROGRAM TO INCLUDE WATERING OF OPEN AREAS AND MAINTAIN CONFORMITY WITH THE CITY OF FALLON. CONTRACTOR SHALL CAREFULLY INSPECT DETAILS, THE CONTENT OF PLANS, AND MAKE APPROPRIATE CORRECTING MEASUREMENTS AGAINST EXISTING CONDITIONS PRIOR TO SETTING SUBGRADE, AND SHALL COORDINATE WITH SURVEYOR TO SET ELEVATION AND LOCATION CONTROL PROPERLY TO ESTABLISH SUBGRADE PRIOR TO FINAL SURFACE TREATMENTS.
3. ALL NATURAL VEGETATION OUTSIDE OF DISTURBANCE LIMITS TO BE PRESERVED. ADDITIONAL DISTURBANCE NOT PART OF PLANNED LANDSCAPING SHALL BE STABILIZED, BROADCAST AND RAKED DURING OCTOBER-NOVEMBER, OR HYDROSEEDING IN COORDINATION WITH, AND SUBJECT TO APPROVAL BY PROPERTY OWNER.
4. USE EXTREME CARE WHEN WORKING AROUND EXISTING UTILITIES AND EXISTING RECORDS.
5. THE CONTRACTOR SHALL NOTIFY OWNER AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND ONLY AFTER A PRE-CONSTRUCTION MEETING BETWEEN OWNER, ENGINEER OF RECORD, MATERIALS TESTING LABORATORY, AND GENERAL CONTRACTOR HAS OCCURRED.
6. THE INSPECTION AND TESTING OF SOILS AND ALL OTHER MATERIALS SHALL BE IN CONFORMANCE WITH CITY OF FALLON, ORANGE BOOK STANDARDS AND SITE SPECIFIC SOILS REPORT AS APPLICABLE. THIRD PARTY TESTING AGENCY SHALL BE NOTIFIED 24 HOURS PRIOR TO REQUIRED TESTING.
7. SHOULD ANY PRE-HISTORIC OR HISTORIC REMAINS ARTIFACTS BE DISCOVERED DURING SITE DEVELOPMENT, WORK SHALL TEMPORARILY BE HALTED AT THE SPECIFIC SITE AND THE STATE HISTORIC PRESERVATION DEPARTMENT SHALL BE NOTIFIED TO RECORD AND PHOTOGRAPH THE SITE. THE PERIOD OF TEMPORARY DELAY SHALL BE DETERMINED BY CONSULTATION WITH THE APPROPRIATE JURISDICTION.

LEGEND

---	SUBJECT PL	(P) AG
---	SETBACK	(P) PCC
---	(P) ROAD CL	
---	(P) MAJOR CONTOUR	
---	(P) MINOR CONTOUR	
---	(P) MAJOR CONTOUR	
---	(P) MINOR CONTOUR	
---	(P) SANITARY SEWER	
---	(P) STORM DRAIN	
---	(P) WATER LINE	

ABBREVIATIONS

AC	ASPHALT CONCRETE	FL	FLOW LINE	SD	STORM DRAIN
APN	ASSIGNED PARCEL NO.	FOPE	FORD POLYETHYLENE	SDR	STD. DRAINAGE RATIO
B/W	BACK OF WALK	IE	INVERT ELEVATION	SS	SQUARE FEET
CMP	CONCRETE METAL PIPE	LE	LEAK RATE	SW	SANITARY SEWER
COTG	CLEAN OUT TO GRADE	MD	MAXIMUM DRY DENSITY	TC	TOP OF CURB
CL	CENTER LINE	NDOT	NV DEPT. OF TRANSPORTATION	TW	TOP OF WALL
CY	CUBIC YARD	OT	OVERHEAD ELECTRICAL	TPP	TYPICAL
ED	EXISTING	P	PROPOSED	UNO	UNLESS NOTED OTHERWISE
EG	EXISTING GRADE	PCC	PORTLAND CEMENT CONCRETE	YH	YARD HYDRANT
EC	EXISTING CONNECTION	PRV	PRESSURE REDUCING VALVE		
FFC	FRONT FACE OF CURB	PCC	POINT OF CONNECTION		
FFE	FINISH FLOOR ELEVATION	PFC	POLYURETHANE FLOOR COATING		
FG	FINISH GRADE	PVC	POLYVINYL CHLORIDE		
FN	FIRE HYDRANT	ROW	RIGHT-OF-WAY		

COUNTRY AIR ESTATES
PHASES 6-8 TENTATIVE MAP
SHEET 11
TITLE SHEET

PREPARED FOR
JRG BUILDERS
115 KATIE DRIVE
SPRING CREEK, NV 89815
(775) 591-5119
tangea@robisoneng.com

DATE: 02/02/2021
DRAWN: RCB
CHECKED: RCB
DATE: 02/02/2021

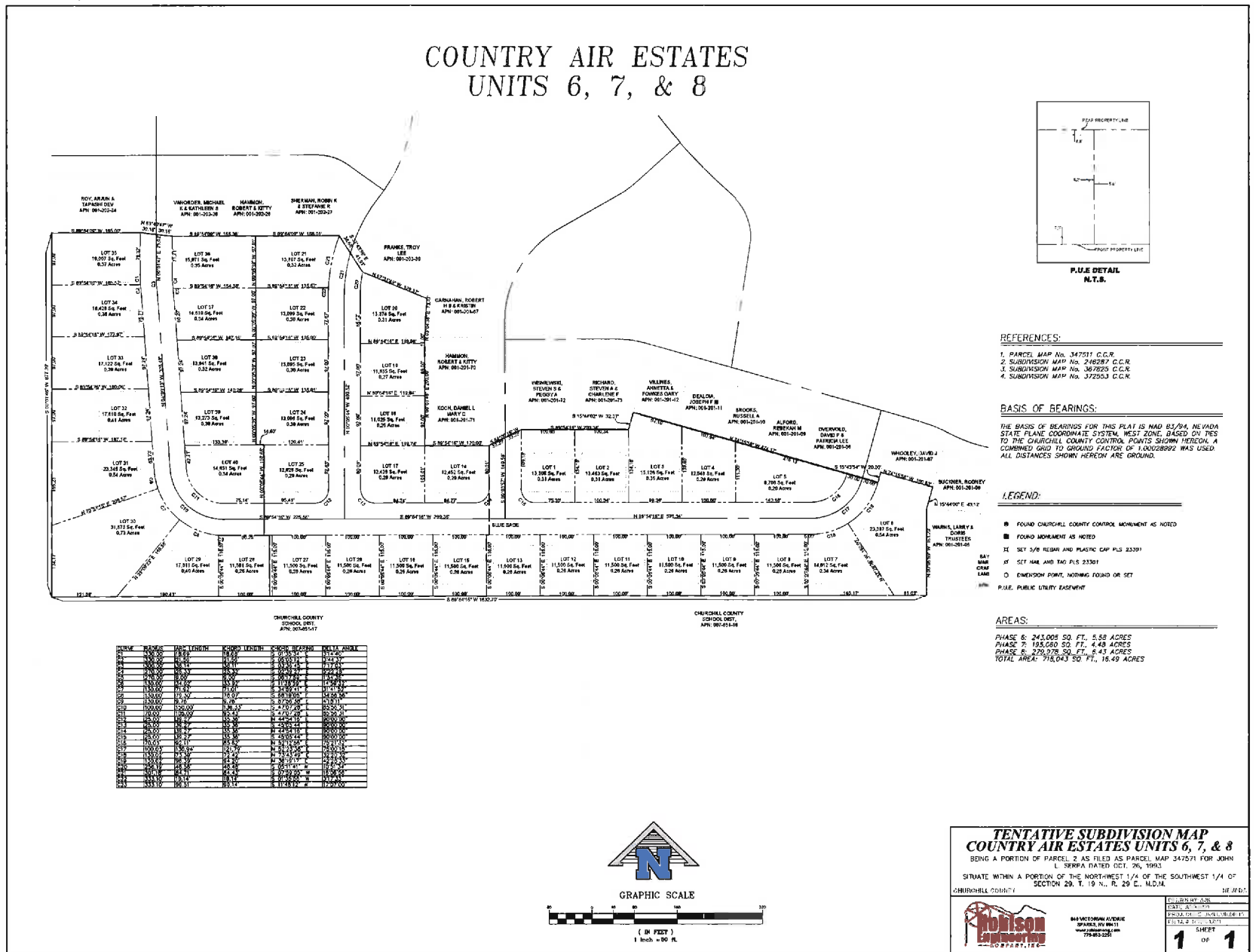


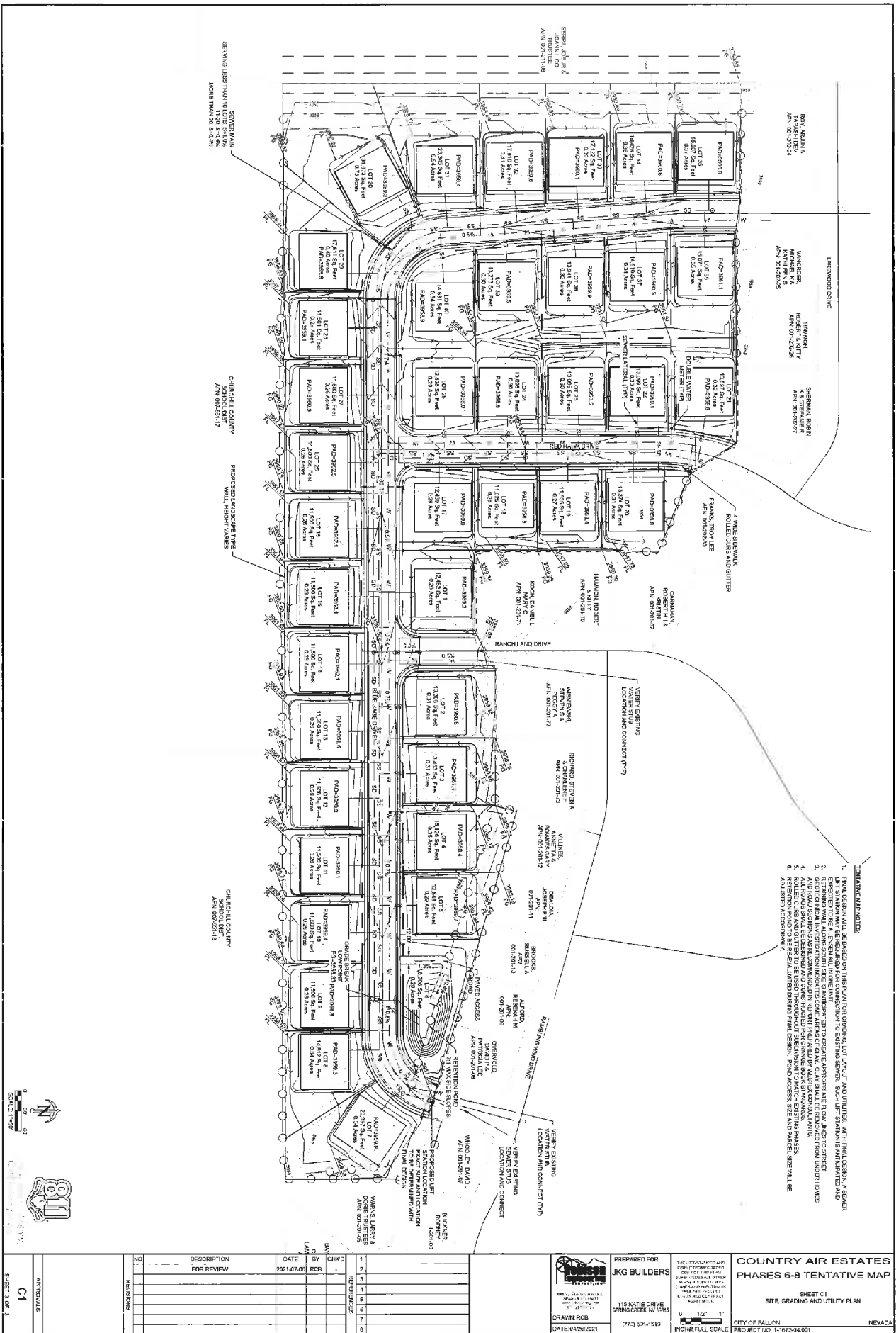
DATE	BY	CHG	DESCRIPTION
02/02/2021	RCB		FOR REVIEW

DATE	BY	CHG	DESCRIPTION
02/02/2021	RCB		FOR REVIEW

APPROVALS
T1
SHEET 1 OF 3

COUNTRY AIR ESTATES UNITS 6, 7, & 8





- EXPLANATORY MAP NOTES:**
1. FINAL DESIGN WILL BE BASED ON THIS PLAN FOR GRADING, LOT LAYOUT AND UTILITIES. WITH FINAL DESIGN, A SEWER SYSTEM WILL BE DESIGNED FOR CONNECTION TO EXISTING SEWER. SUCH LIFT STATIONS ARE NOT SHOWN AND WILL BE DETERMINED BY THE ENGINEER.
 2. EXISTING WALL ALONG SOUTH SIDE IS ANTICIPATED TO BE REMOVED TO ALLOW FOR LOT LAYOUT AND UTILITIES.
 3. ALL LOT LAYOUTS AND UTILITIES ARE BASED ON THE ASSUMPTION THAT THE EXISTING WALL IS REMOVED.
 4. ALL LOT LAYOUTS AND UTILITIES ARE BASED ON THE ASSUMPTION THAT THE EXISTING WALL IS REMOVED.
 5. ALL LOT LAYOUTS AND UTILITIES ARE BASED ON THE ASSUMPTION THAT THE EXISTING WALL IS REMOVED.
 6. ALL LOT LAYOUTS AND UTILITIES ARE BASED ON THE ASSUMPTION THAT THE EXISTING WALL IS REMOVED.
 7. ALL LOT LAYOUTS AND UTILITIES ARE BASED ON THE ASSUMPTION THAT THE EXISTING WALL IS REMOVED.

COUNTRY AIR ESTATES PHASES 6-8 TENTATIVE MAP SHEET C1 SITE GRADING AND UTILITY PLAN		PREPARED FOR KJG BUILDERS 115 KATIE DRIVE SPRING CREEK, NV 89515 (703) 691-1513	CITY OF FALLON PROJECT NO. 15-1572-01-001 REVISION SCALE
APPROVALS C1		DRAWN: RCB DATE: 04/06/2021	CITY OF FALLON PROJECT NO. 15-1572-01-001 REVISION SCALE

December 20, 2021

Agenda Item 8

Possible adoption of Resolution No. 21-09: A resolution to change the three (3) ward boundaries embracing the territory within the corporate limits of the City of Fallon, and for other matters properly related thereto. **(For possible action)**

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 8

DATE SUBMITTED: December 13, 2021

AGENDA DATE REQUESTED: December 20, 2021

TO: The Honorable City Council

FROM: Sean Richardson, City Clerk-Treasurer

SUBJECT TITLE: Possible adoption of Resolution No. 21-09: A resolution to change the three (3) ward boundaries embracing the territory within the corporate limits of the City of Fallon, and for other matters properly related thereto. **(For possible action)**

TYPE OF ACTION REQUESTED: (Check One)

<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Formal Action/Motion	<input type="checkbox"/> Other

RECOMMENDED COUNCIL ACTION: Adoption of Resolution No. 21-09: A resolution to change the three (3) ward boundaries embracing the territory within the corporate limits of the City of Fallon, and for other matters properly related thereto.

DISCUSSION: Nevada Revised Statute 266.095 and Fallon Municipal Code 2.20.070 governs the change of ward boundaries and requires the boundaries of the wards to be changed whenever the population, as determined by the last preceding National Decennial Census conducted by the Bureau of the Census of the United States Department of Commerce, in any ward exceeds the population in any other ward by more than five percent (5%). Fallon Municipal Code 2.20.070(C) specifically provides that the change in ward boundaries shall be made by resolution of the City Council. Furthermore, NRS 266.095 and FMC 2.20.070 allows the City Council to change the boundaries of the wards by *any measure found reliable* by the City Council. City staff has found the population of the existing ward boundaries in the city exceed others by 5% requiring the boundaries of the existing wards to be changed. By adopting the resolution, the new ward boundaries will be established and will bring the population of each ward within five percent (5%) of each other.

The population of the current ward boundaries are as follows:

- Ward 1 (3,153 residents) exceeds the population of Ward 2 (2,777 residents) by 11.93%
- Ward 3 (3,397 residents) exceeds the population of Ward 1 (3,153 residents) by 7.74%
- Ward 3 (3,397 residents) exceeds the population of Ward 2 (2,777 residents) by 22.33%

The population of the new ward boundaries would be as follows:

- Ward 2 (3,136 residents) would exceed the population of Ward 1 (3,114 residents) by 0.71%
- Ward 1 (3,114 residents) would exceed the population of Ward 3 (3,077 residents) by 1.19%
- Ward 2 (3,136 residents) would exceed the population of Ward 3 (3,077 residents) by 1.88%

PREPARED BY: Trent deBraga, Deputy City Attorney

Resolution No. 21-09

A Resolution Changing the Three Ward Boundaries Embracing the Territory Within the Corporate Limits of the City of Fallon

WHEREAS, Nevada Revised Statute 266.095 authorizes an incorporated city to be divided into wards by ordinance;

WHEREAS, Nevada Revised Statute 266.095(1)(b) authorizes a city of population category two to be divided into three wards;

WHEREAS, Nevada Revised Statute 266.055 defines cities of population category two as having 5,000 or more but less than 50,000 inhabitants;

WHEREAS, Fallon Municipal Code 2.20.060 divides the City of Fallon into three (3) wards embracing the territory within the corporate limits of the City;

WHEREAS, Nevada Revised Statute 266.095 and Fallon Municipal Code 2.20.070 require the boundaries of the wards to be changed whenever the population, as determined by the last preceding national decennial census conducted by the Bureau of the Census of the United States Department of Commerce, in any ward exceeds the population in any other ward by more than five percent (5%);

WHEREAS, Nevada Revised Statute 266.095 and Fallon Municipal Code 2.20.070 authorizes the City Council to change the boundaries of wards by any measure found reliable by the City Council whenever the population in any ward exceeds the population in any other ward by more than five percent (5%);

WHEREAS, Fallon Municipal Code 2.20.070 governs the changing of ward boundaries;

WHEREAS, Fallon Municipal Code 2.20.070 provides that the change in ward boundaries shall be made by resolution of the City Council;

WHEREAS, the City of Fallon's ward boundaries were last changed in 2008 and there has since been a change in the population of wards that exceeds the population of other wards by more than five percent (5%);

WHEREAS, the City of Fallon has calculated the population figures in each ward by using an online redistricting application, Dave's Redistricting, and have determined the current population of Ward 1 exceeds the population of Ward 2 by more than five percent (5%) and that the population of Ward 3 exceeds the population of Ward 1 and Ward 2 by more than five percent (5%); and

WHEREAS, the City Council has determined that the measure used by the City of Fallon to change the boundaries of the wards is reliable.

NOW THEREFORE, BE IT RESOLVED that the City Council on this day does change the boundaries of the three (3) wards embracing the territory within the corporate limits of the City of Fallon pursuant to Fallon Municipal Code 2.20.070.

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council on this day does change and establish the boundaries of the three (3) wards embracing the territory within the corporate limits of the City of Fallon as depicted and delineated on the map attached hereto as Exhibit A.

APPROVED AND ADOPTED by the City Council of the City of Fallon, Nevada this _____ day of _____, 2021.

Those voting aye:

Those voting nay:

Those absent:

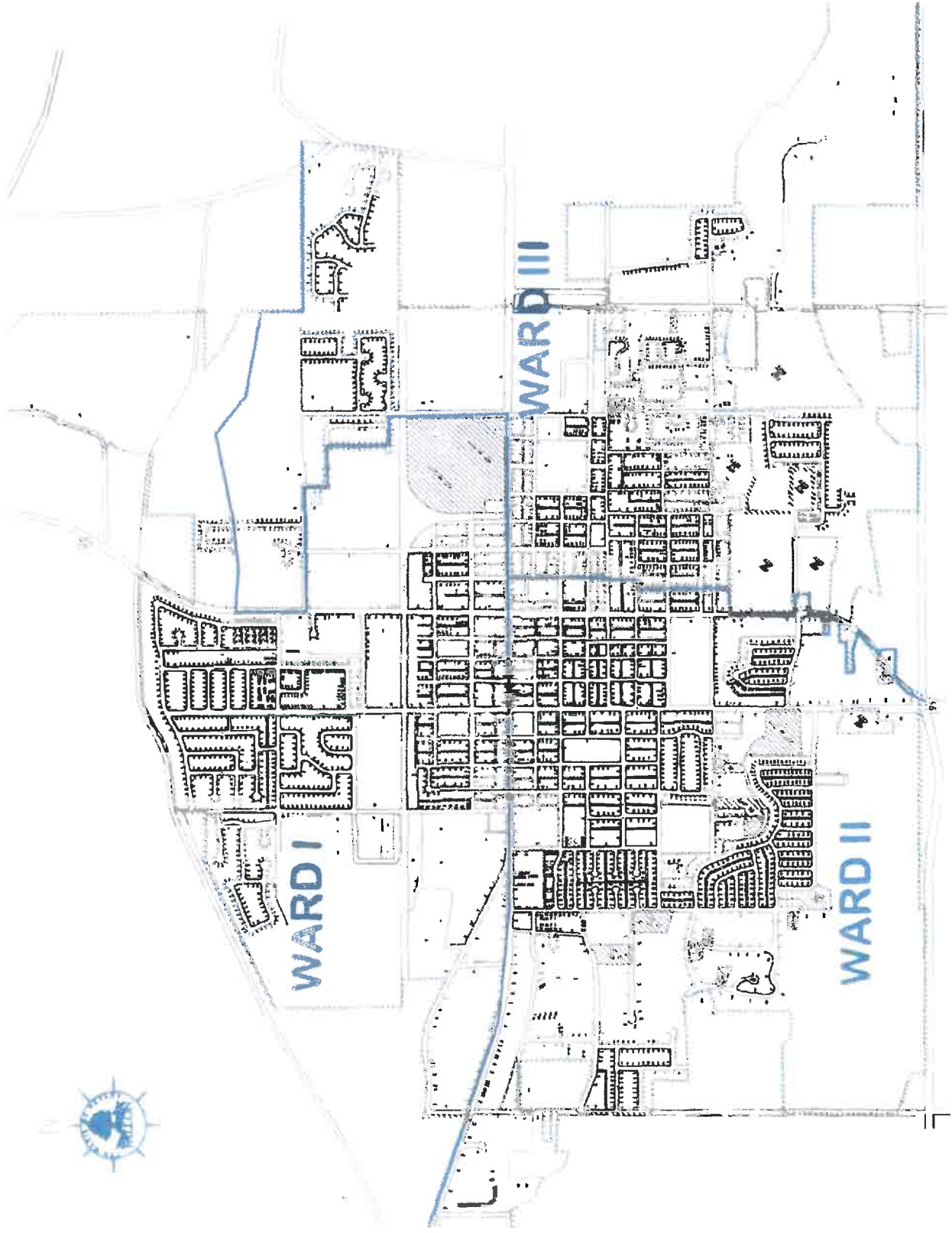
Those abstaining:

Mayor

ATTEST:

City Clerk/Treasurer

Exhibit A



December 20, 2021

Agenda Item 9

Fallon Police Department Monthly Report for
November 2021. **(For discussion only)**

FALLON

Incorporated 1908

CITY OF FALLON
REQUEST FOR COUNCIL ACTION
AGENDA ITEM NO. 9

DATE SUBMITTED: 12/10/21

AGENDA DATE REQUESTED: 12/20/21

TO: Mayor and Council

FROM: Kristopher R. Alexander, Chief of Police

SUBJECT: Fallon Police Department Monthly Report for November 2021

TYPE OF ACTION REQUESTED: (Check One)

☐ Resolution

☐ Ordinance

☐ Formal Action/Motion

☒ Other (Specify) Review Only

RECOMMENDED COUNCIL ACTION: For review only

DISCUSSION/ANALYSIS: (Attachment, if necessary)

FISCAL IMPACT: None

FUNDING SOURCE:

EXPLANATION OF IMPACT:

ALTERNATIVES:

Prepared By: Emily Rasmussen

Date 12/7/21

Reviewed By: Chief Kristopher Alexander

Date 12/07/21

Presented by Kristopher Alexander

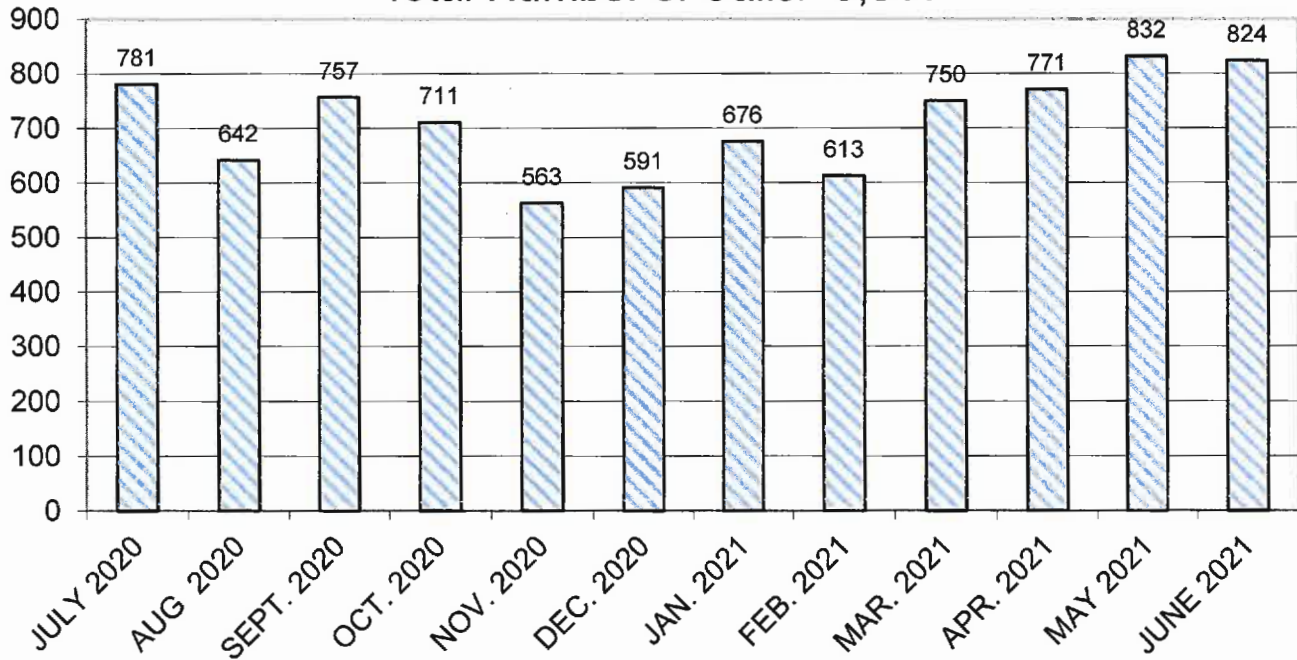
MONTHLY ACTIVITY REPORT



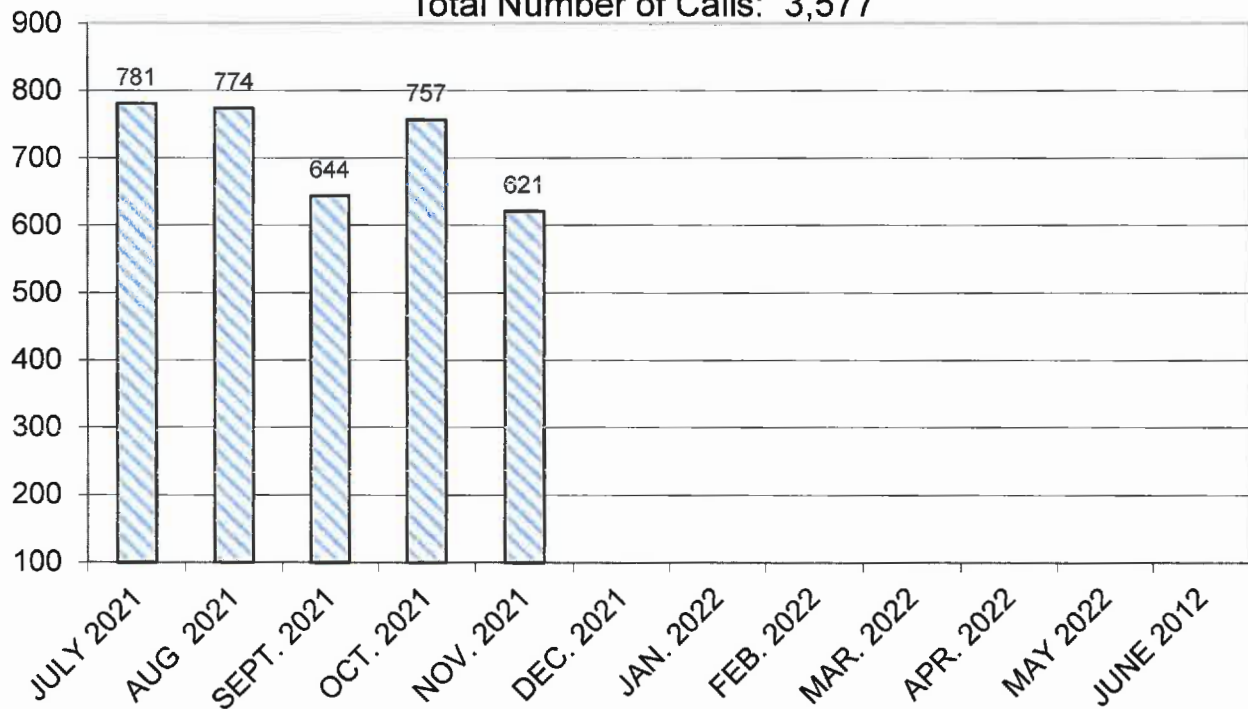
November 2021

Calls for Service / Total Incidents Reported

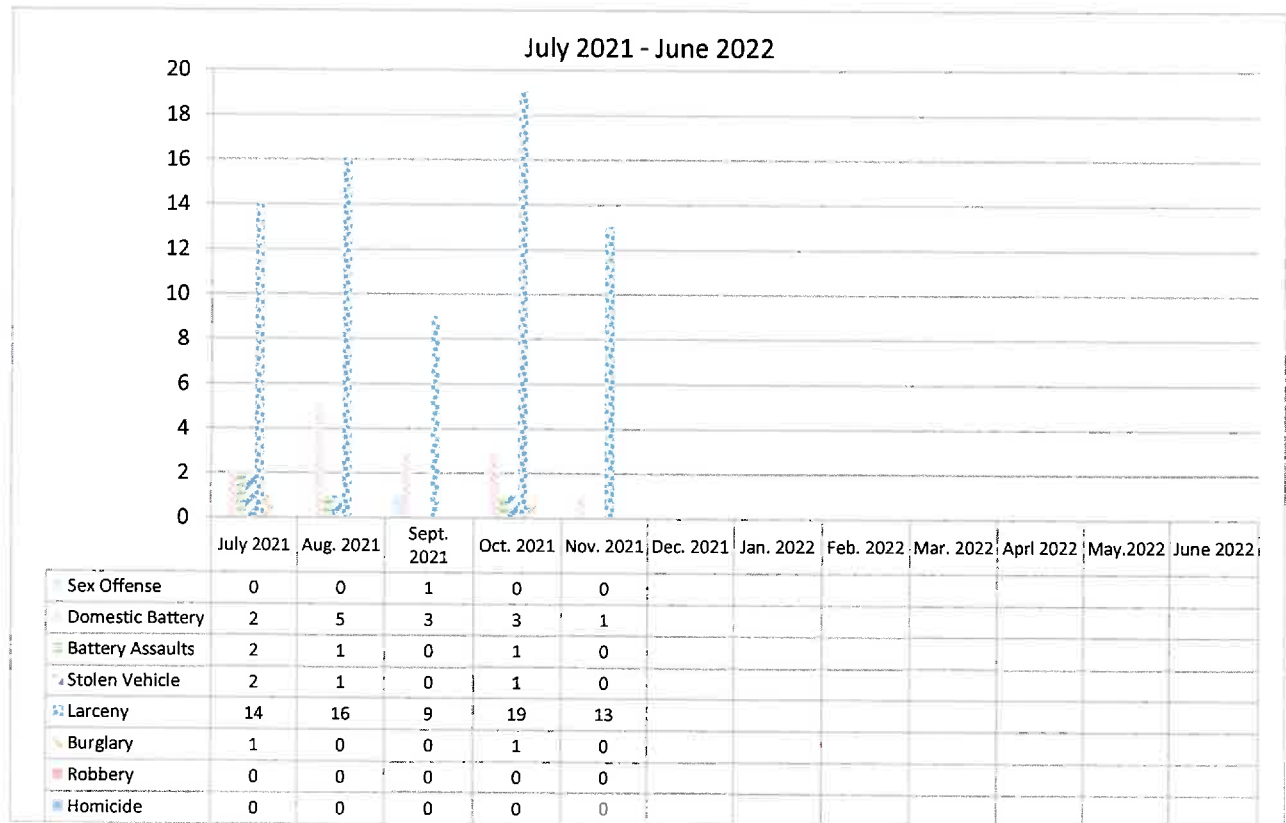
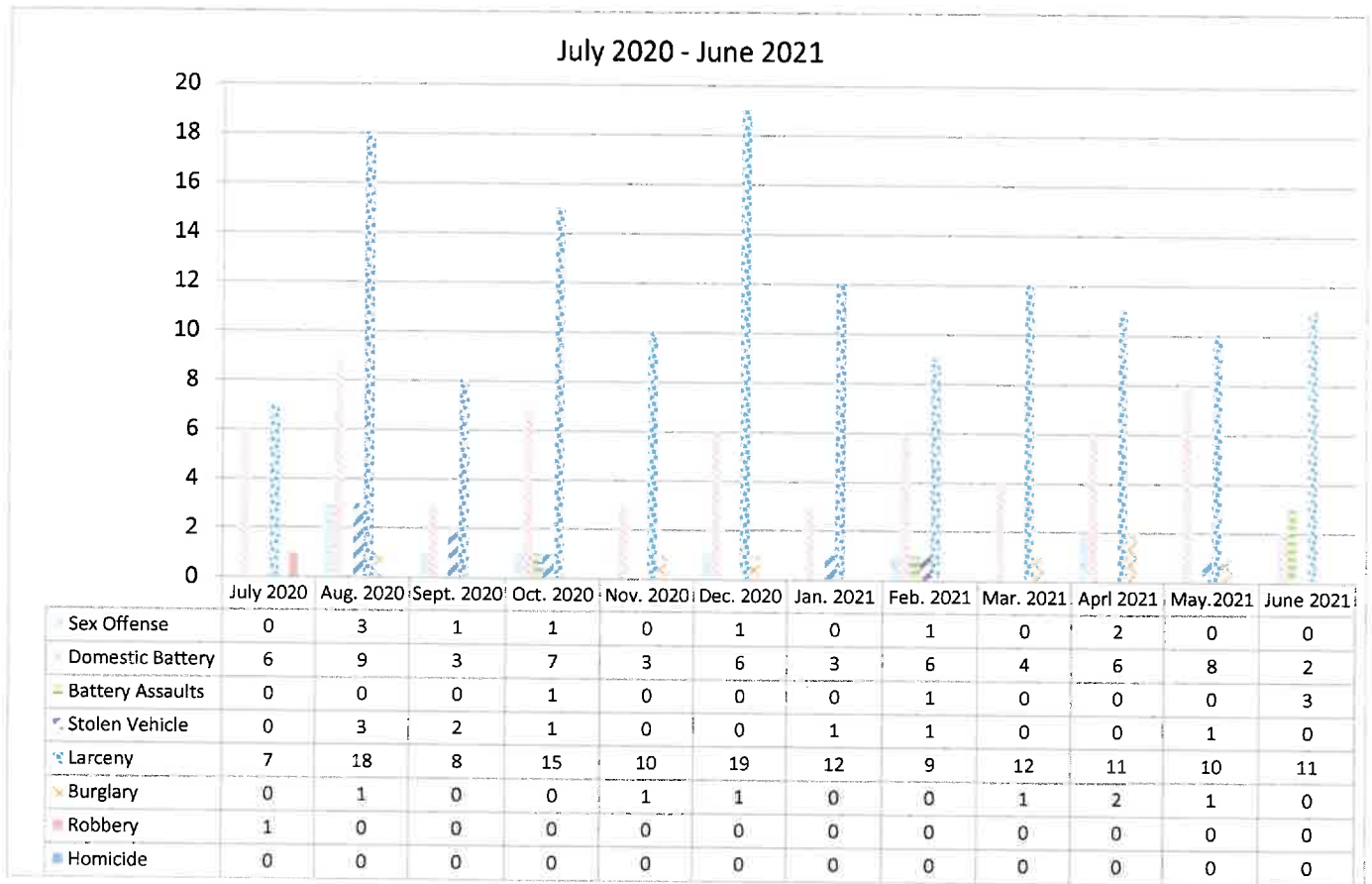
July 2020 - June 2021
Total Number of Calls: 8,511



July 2021 - June 2022
Total Number of Calls: 3,577

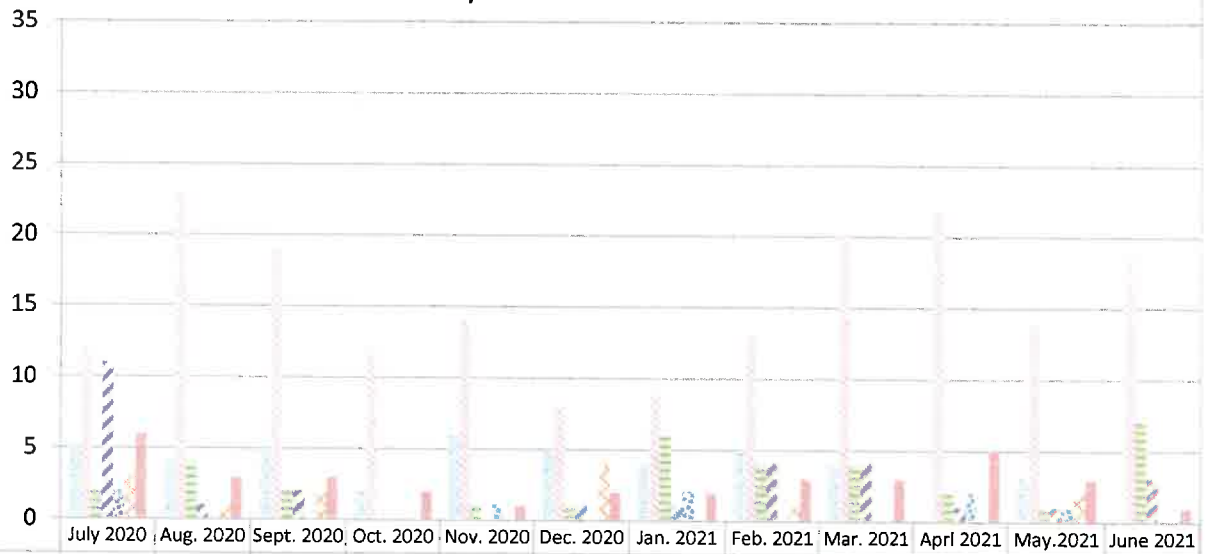


Crime Summary



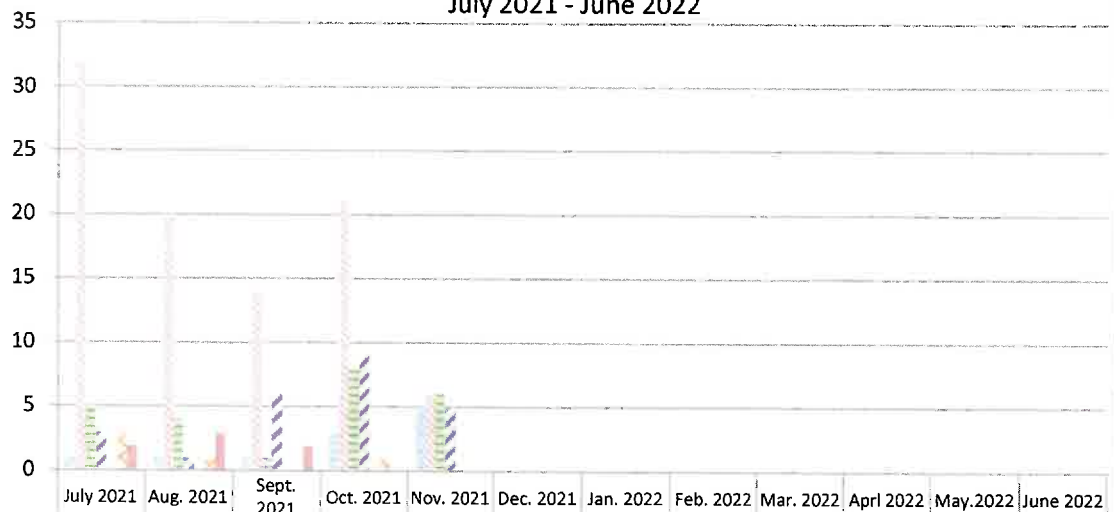
Arrest Summary

July 2020 - June 2021



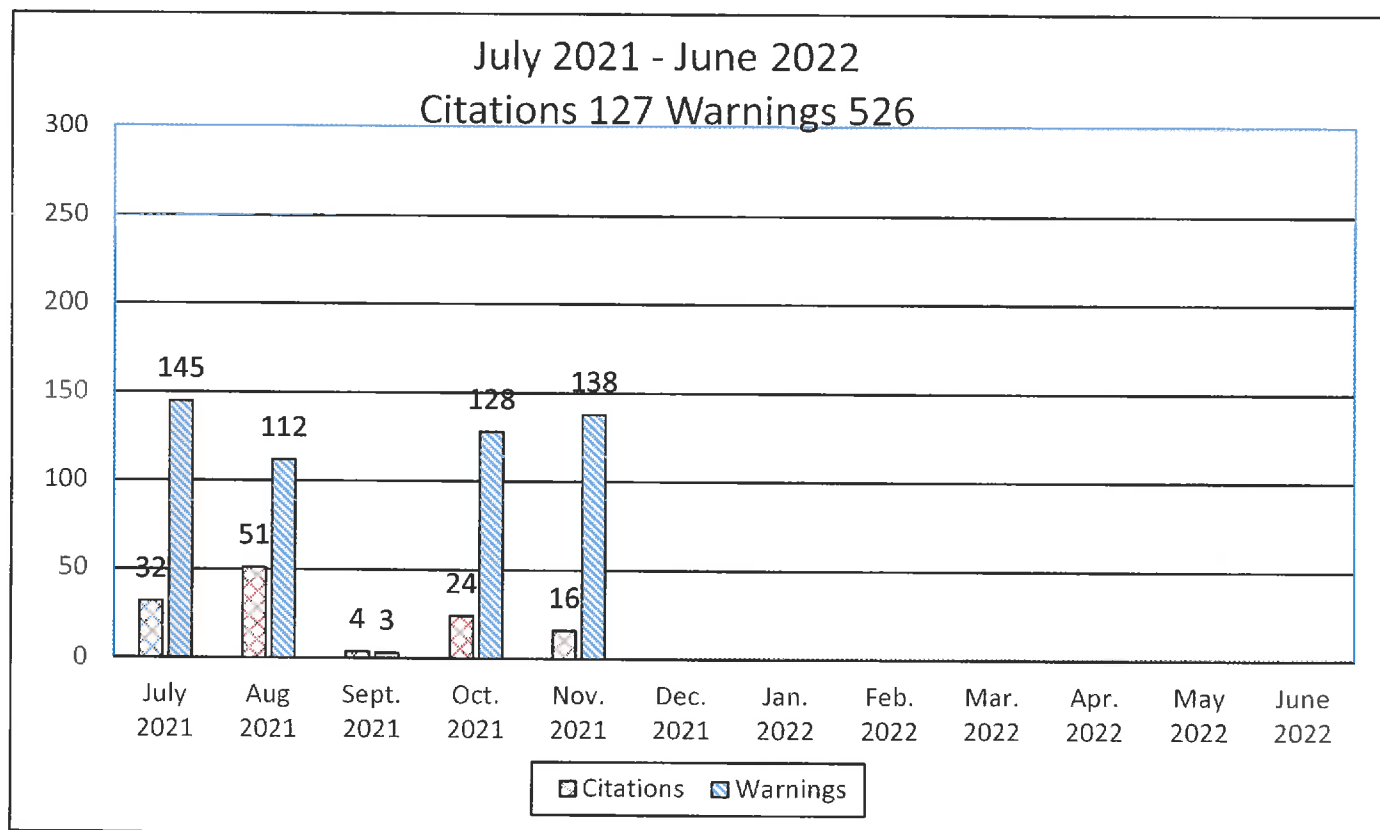
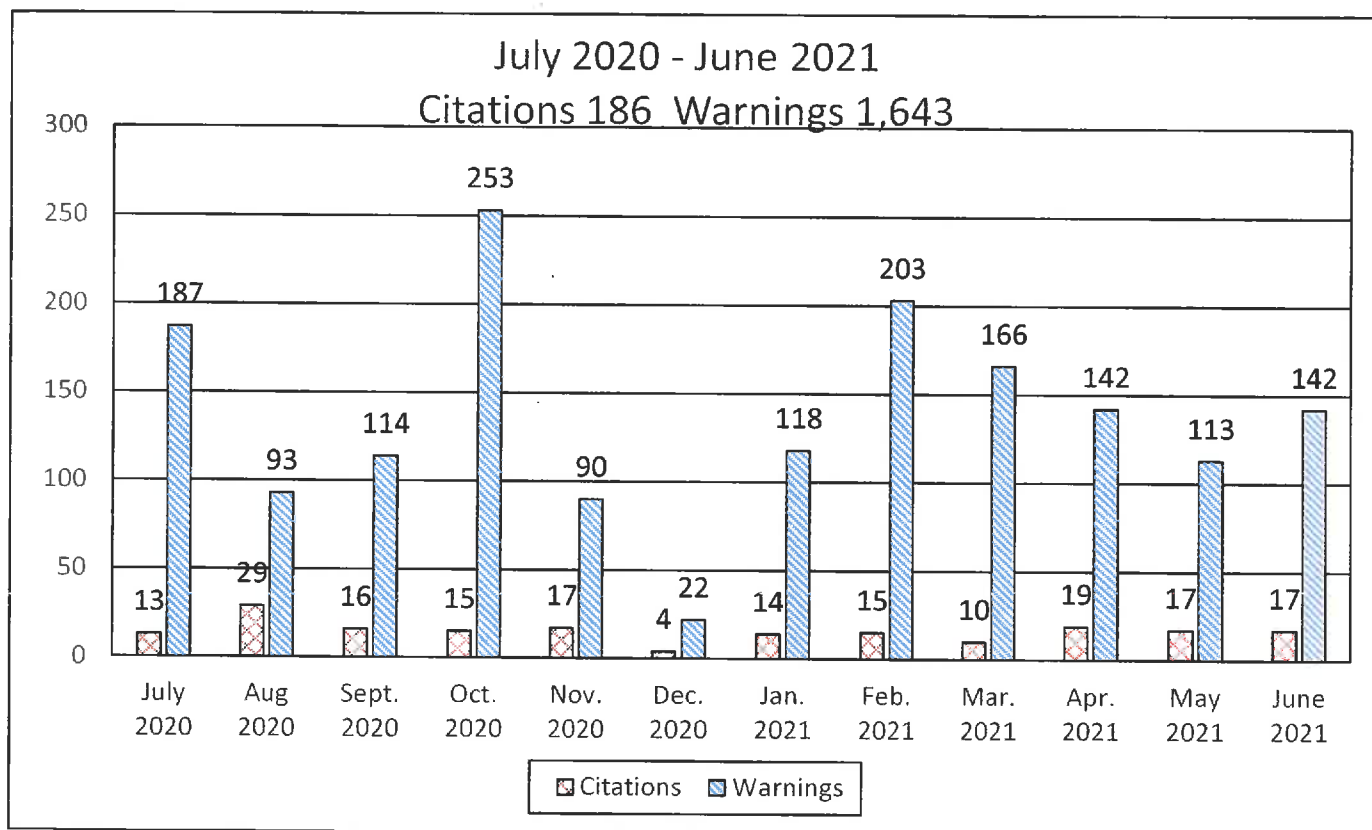
	July 2020	Aug. 2020	Sept. 2020	Oct. 2020	Nov. 2020	Dec. 2020	Jan. 2021	Feb. 2021	Mar. 2021	April 2021	May.2021	June 2021
Felony/GM	5	4	5	2	6	5	4	5	4	0	3	0
Misd.	12	23	19	12	14	8	9	13	20	22	14	19
DUI's	2	4	2	0	1	1	6	4	4	2	1	7
Juvenile Misd.	11	1	2	0	0	1	1	4	4	1	1	3
Juvenile Felony/GM	2	0	0	0	1	0	2	0	0	2	1	0
CPD's	3	1	2	0	0	4	0	1	0	0	2	0
Domestic Violence	6	3	3	2	1	2	2	3	3	5	3	1

July 2021 - June 2022

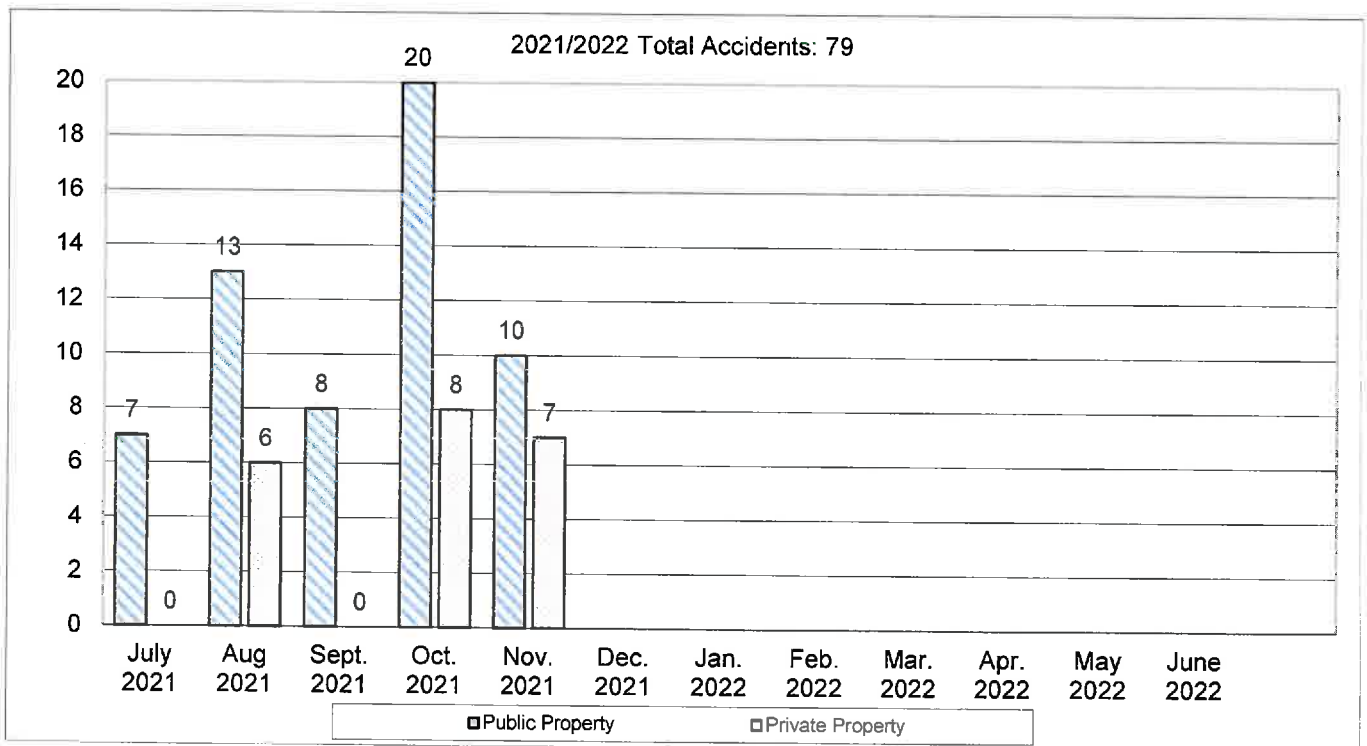
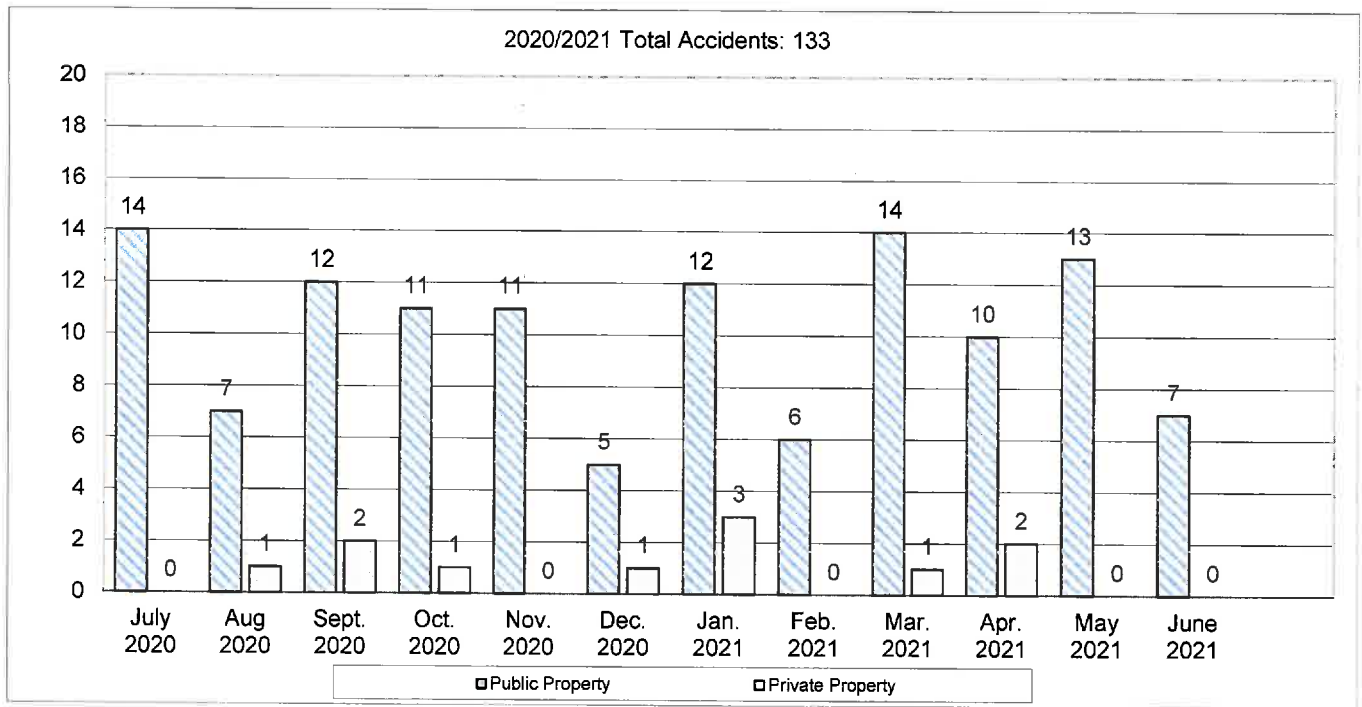


	July 2021	Aug. 2021	Sept. 2021	Oct. 2021	Nov. 2021	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	April 2022	May.2022	June 2022
Felony/GM	1	1	1	3	5							
Misd.	32	20	14	21	6							
DUI's	5	4	1	8	6							
Juvenile Misd.	3	1	6	9	5							
Juvenile Felony/GM	0	0	0	0	0							
CPC's	3	1	0	1	0							
Domestic Violence	2	3	2	0	0							

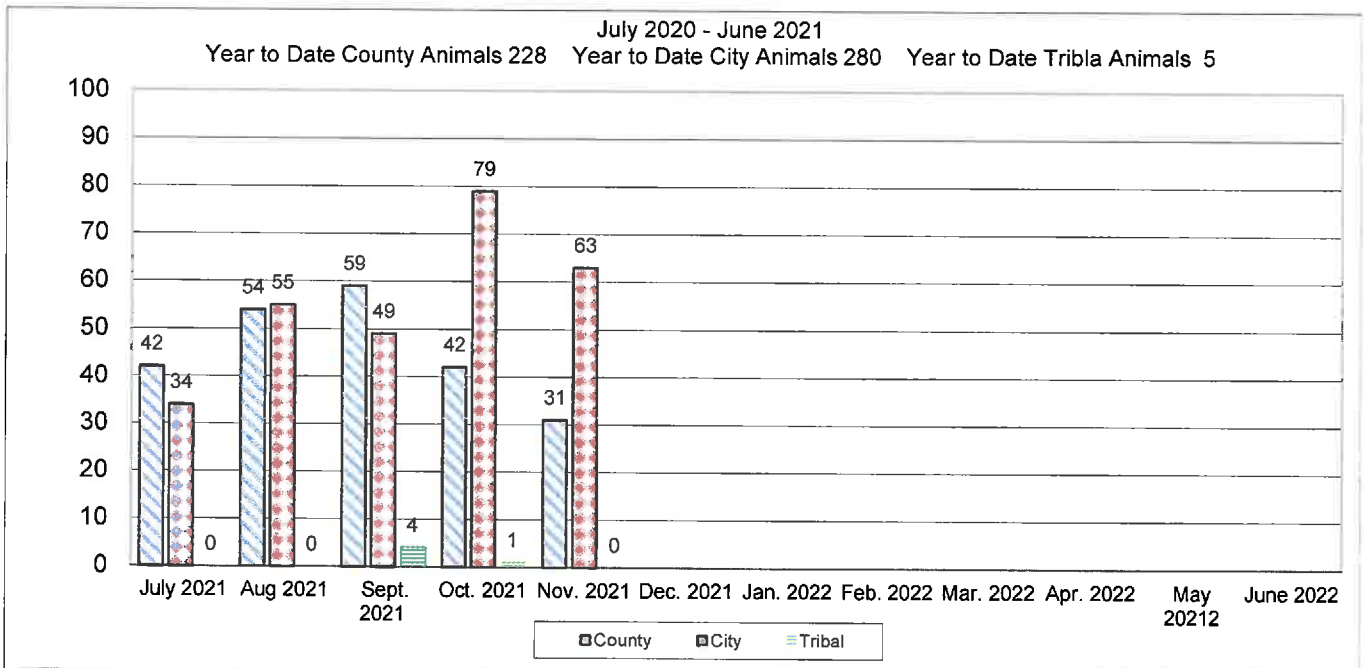
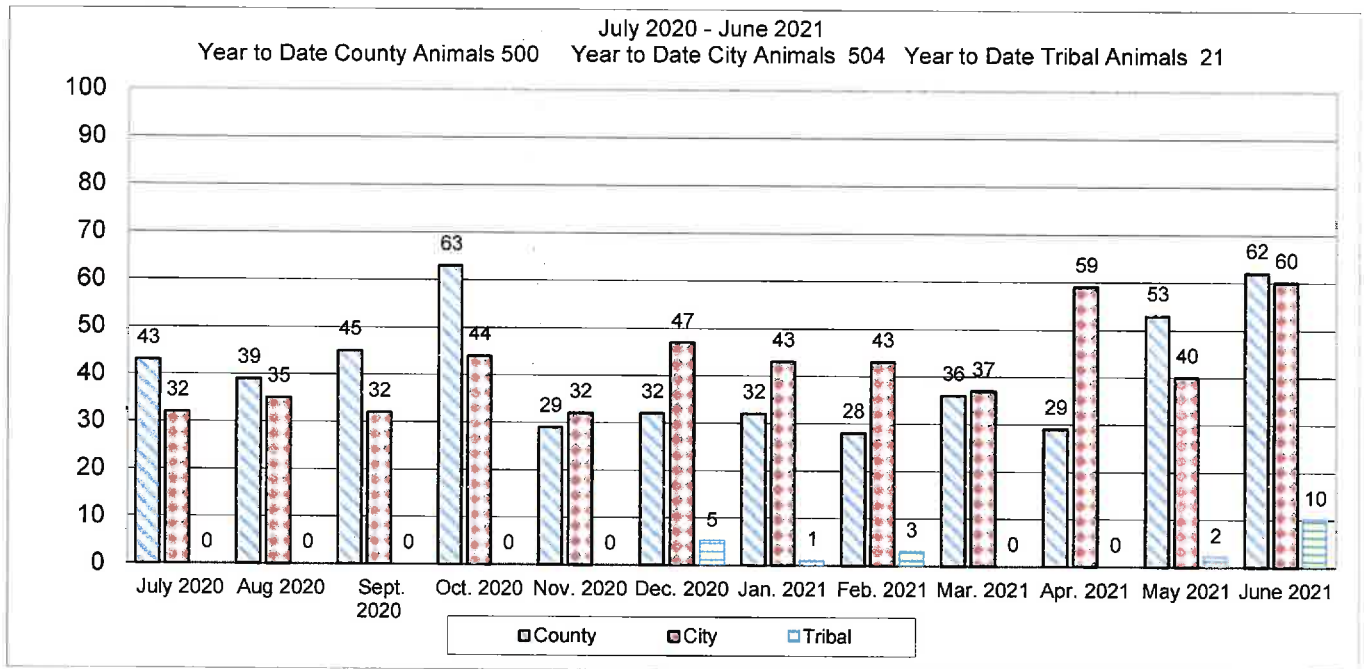
Moving Citations Traffic Warnings



Traffic Accidents



Animal Shelter Service



Fallon Police Department
Citizen Survey Results
November 2021

When you contacted the Police Department, how satisfied were you with the ability of the dispatcher or employee that assisted you?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
7			2

Where you satisfied with the courtesy and concern shown by the dispatcher or employee?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
7	1		1

Are you satisfied with the Police Department's response time?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
6	3		

Regarding your most recent contact, please rate the Officer in the following areas:

Officer name (s) Officer(s) J. Shyne, Bloomfield, Jacobs, Groom, Bernard and Sergeant(s) Schumann and Decker

Dispatcher (s) _____

	VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
Concern	8	1		
Courtesy	7	2		
Knowledge	8	1		
Problem Solving Ability	7	2		
Professional Conduct	8	1		

Overall, how satisfied are you with the Fallon Police Department?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
7	1		1

Fallon Police Department
November 2021

Citizen Survey Comments

- Due to bad things going on I have had contact with Fallon P.D. The officers are always very kind. I have always been impressed with Fallon P.D.
- I was wondering if anything was found out. I lost the business card, was wondering what's going to happen now.
Cash was taken from her purse, the officer looked at video and nothing was shown to be taken from her purse during that time.
- Thank you for protecting our community. I for one greatly appreciate it. The incident I experienced was very upsetting, however, when Officer Groom showed up and calmly took charge of the situation, it helped me feel safe again and I was extremely grateful.
- I would like to give a shout out to Officer Shyne for his assistance with my request. He was professional, polite as well as cordial. Being new to the Fallon community, I appreciated his assistance. My initial impression of the police department is overwhelmingly positive.
- Thank you for your professional attention, politeness, and ability to put my concern at ease. It was a relief to have the "next step" laid out. I appreciate the patience and thoroughness that was shown to my case.
- A lot of speeding and bad driving would like to see more officers out and about.
Extra Patrol ordered for the area of N. Taylor & A. St

**Fallon Police Department
Activities / Special Events
November 2021**

ASSISTANCE

During the month of November, we provided lodging assistance to two people.

INDOCTRINATION

During the month of November there was no indoctrination as NAS Fallon.

VOLUNTEERS IN POLICE SERVICES

November 2021 the Fallon Police VIPS volunteered ninety-two and one half (92.5) hours to the agency. These duties included admin, patrolling and domestic violence meetings.

OTHER PUBLIC RELATIONS

During November officers conducted special detail for the following:

- On November 12th, Officer Ugalde provided the Varsity Football team with an escort out of town to the State Semi Finals.
- On November 12th, Sergeant Decker ran in the Turkey Trot and Numa Elementary School
- On November 19th, Sergeant Perez and Officer Woolfe provided traffic control for the fountain dying for FYFL football champions.

December 20, 2021

Agenda Item 11

Consideration and possible action to approve negotiated agreement between the City of Fallon and the Operating Engineers Local Union No. 3 to be effective from July 1, 2021 to June 30, 2024. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, fallonnevada.gov, and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.) **(For Possible Action)**

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 11

DATE SUBMITTED: December 13, 2021

AGENDA DATE REQUESTED: December 20, 2021

TO: The Honorable City Council

FROM: Sean Richardson, City Clerk/Treasurer

SUBJECT TITLE: Consideration and possible action to approve negotiated agreement between the City of Fallon and the Operating Engineers Local Union No. 3 to be effective from July 1, 2021 to June 30, 2024. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, fallonnevada.gov, and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.)
(For possible action)

TYPE OF ACTION REQUESTED: (Check One)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other – Review & Discussion

RECOMMENDED COUNCIL ACTION: Motion to approve negotiated agreement between the City of Fallon and the Operating Engineers Local Union No. 3 to be effective from July 1, 2021 to June 30, 2024.

DISCUSSION: The proposed agreement is attached in both clean and redline versions.

FISCAL IMPACT: Adoption of the proposed negotiated agreement will result in an increase of salaries as provided in the agreement.

FUNDING SOURCE: Various

PREPARED BY: Sean Richardson, City Clerk/Treasurer

Agreement Between

City of Fallon

AND THE

DRAFT

OPERATING ENGINEERS
LOCAL UNION NO. 3

July 1, 2021 through June 30, 2024

AGREEMENT

This Agreement is entered into this 1st day of July 2021, by and between City of Fallon, a Municipal Corporation of the State of Nevada, hereinafter referred to as "City", and the Operating Engineer's Local Union NO. 3 of the International Union of Operating Engineer's, AFL/CIO hereinafter referred to as the "Union."

PREAMBLE

WHEREAS the City provides public services essential to the health, safety and welfare of the residents of City of Fallon, and

WHEREAS it is the duty of the City to negotiate in good faith with the Union and it is the duty of the Union to negotiate in good faith with the City concerning wages, hours, and other terms and conditions of employment, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this agreement,

IT IS HEREBY AGREED as follows:

ARTICLE I RECOGNITION

1.1 RECOGNITION

The City hereby recognizes the Union as the sole and exclusive representative for purposes of collective bargaining of the employees in the job classifications listed in Schedule "A" attached hereto. The City agrees not to recognize or bargain with any other organization purporting to represent the members of the bargaining unit for as long as the Union remains the exclusive bargaining representatives of the employees. The City agrees not to enter into any written or verbal agreement with any employee that is covered under the collective bargaining agreement.

1.2 EMPLOYEE DEFINITION

As used herein unless the context otherwise requires, the words and terms listed below shall have the meanings ascribed to them in this section.

- a. "Regular employee" means an employee who has been retained in a regular position with the City after completion of the probationary period.

- b. "Regular part-time employee" means an employee whose regular work week consists of 20 hours maximum per week.
- c. "Probationary employee" means an employee who is on probation in a regular position. Newly hired probationary employees are excluded from the coverage of the agreement except as otherwise provided herein.
- d. Date of Hire. The date of hire shall be defined as the day the employee completes the 6-month probationary period and becomes a regular employee as set forth in paragraph a. Date of hire will revert back to original starting date, after completing 6-month probation period..
- e. Temporary employees. The Union recognizes the need and periodic use of temporary employees, however, they shall not be utilized beyond a ninety (90) day period. In the event a temporary employee is utilized beyond the ninetieth (90th) day, they will be considered as a "Probationary employee" as defined in 1.2 (c) above.

1.3 ELIGIBILITY FOR BENEFITS

The rights and benefits provided herein shall be accorded to all regular employees. Regular employees shall receive annual leave and sick leave benefits. Employees working less than 40 hours but more than 20 hours (3/4) time shall receive annual leave and sick leave benefits on a prorated basis. The term of any probationary period shall be credited for the purposes of determining annual leave, sick leave, promotional rights, and insurance eligibility. The City shall not hire part-time or temporary employees as a means to avoid payment of benefits. Any part-time employee who works less than 21 hours per week shall not be entitled to pro-rated benefits.

ARTICLE 2 UNION RIGHTS

2.1 PERTINENT INFORMATION

The Union may request reasonable information concerning any subject matter included in the scope of mandatory bargaining which it deems necessary for/or relevant to collective bargaining, or necessary for the administration or application of this agreement. Whenever possible, the request will be made in writing. The City shall, within a reasonable period, furnish any information as may be reasonably requested.

Furthermore, the City shall notify the Union of the name, classification and starting grade and step of each new employee within 30 days of the new employee's starting date. In the event the City establishes a new classification, the Union will be notified in writing of the newly established classification title and wage rate. If, within 30 days thereafter, the Union provides written notification of its disagreement with the classification or its wage rate, the City and Union shall meet to discuss the issue prior to submission to the grievance process. The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards, at least one of which shall be provided in each department. The Union shall have the right to use inter-office mail for Union business.

2.2 UNION BUSINESS

Representatives of the Union will be permitted to transact Union business on City property, providing there is no disruption to the normal work and direct organizing activities are not conducted. Designated representatives of the Union shall be allowed to receive telephone calls or other communications concerning Union business at any time during working hours, provided that such activities shall not disrupt work.

Furthermore, the City's buildings may be available for meetings upon request and reasonable notice. The City shall provide reasonable prior notice to the Union before it implements changes in personnel practices or general working conditions that will affect an entire department or division.

2.3 RELEASE TIME FOR UNION BUSINESS

On July 1st of each year, the Union shall be credited with 60 hours of administrative leave to be used for Union business by employees during working hours without loss of pay. The department head's approval must be obtained before administrative leave may be used, but such approval may not be unreasonable 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 the 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 Union's negotiation committees. Grievance hearings shall be conducted during normal work hours with release time, with pay, for those employees who are members of the Union's grievance committee. The Union shall notify the City in writing of a maximum of five employees who will serve on their negotiation committee, five of whom may attend negotiation sessions as discussed above.

ARTICLE 3
UNION DUES CHECK-OFF

3.1 The employees may authorize payroll deductions for the purpose of paying Union dues. Upon the execution of the proper personnel payroll document filed with the Payroll Division and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an employee, on a biweekly or monthly basis, such sum as the employee may specify. Payroll will not deduct assessments or fines. Each employee shall have the right to terminate such payroll deductions for dues during the fifteen (15) day period immediately preceding their anniversary date of entry into the Union and the ten (10) day period immediately after their anniversary date of entry into the Union. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member is in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

3.2 Deductions shall be made from the second payroll period of each month. One check for the total deductions for membership dues and initiation fees shall be submitted to the Operating Engineers Local Union No. 3, 1620 S. Loop Road, Alameda, CA 94502 within five working days of the date the dues are withheld from the employee's check. A breakdown of said check shall accompany the transmittal to the Union of any changes since the previous dues and the reasons thereof. The form used for check-off authorization shall be approved by both the City and the Union.

3.3 INDEMNIFICATION

The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this article. The Union agrees to refund the City any amounts paid to it in error on account of the payroll deduction provisions after the presentation of proper evidence thereof.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 CITY'S RIGHT TO MANAGE

Except as otherwise provided herein and/or as provided by NRS 288, or in any supplement hereto, the City retains all rights reserved to local government employees under the laws of Nevada. The retention of these rights does not preclude any employees from filing a grievance or seeking a review of the exercise of these rights. Furthermore, the City shall have the ultimate right and responsibility of a local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees consistent with the agreement. The City has the right and is entitled without negotiation to (a) direct and manage its employees; (b) hire, promote, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee with just cause and pursuant to the City ordinances and Nevada Revised Statutes, provided, however, that the City shall not transfer an employee as a form of discipline; (c) relieve any employee from duty because of lack of work or lack of funds; (d) determine the methods, means and personnel by which its operations are to be conducted, except for considerations of personal safety; (e) take whatever actions may be necessary to carry out its responsibilities in situations of emergency; and (f) determine appropriate staffing levels and work performance standards, except for safety considerations, and determine the content of the workday, including without limitation workload factors, while recognizing safety considerations. Delivery of Municipal services in the most efficient and courteous manner is paramount importance to the City and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

ARTICLE 5

NON-DISCRIMINATION

Both parties to the Agreement agree to assure equal employment opportunity to all employees and not to engage in any employment practice which discriminates against any employee for employment with respect to compensation, terms, conditions or privileges of employment because of any individual's race, color, religion, national origin, marital status, eligibility for military service, sex, age, or Union affiliation as provided by law, or mental or physical handicap, to the full extent required by law.

ARTICLE 6

EMPLOYEE RIGHTS

6.1 CIVIC, JUDICIAL, AND QUASI-JUDICIAL DUTY

An employee called to appear for legal proceedings before any judicial or quasi-judicial or administrative tribunal, as a result of a job related incident, or in the course of performance or an employment obligation, or for jury duty, shall be granted administrative leave and shall not lose compensation for responding to or participating in such proceedings. Such leave shall include appearance as a witness in such legal proceedings referred to above, or as a juror for jury duty, and any witness or juror fee shall be paid over to the City.

6.2 PERSONAL LIFE

The personal life of any employee is not an appropriate concern of the City unless it in fact adversely affects the employee's job performance or productivity, or interferes with the job performance of any other City employee.

6.3 APPEARANCES BEFORE EMPLOYER

Any employee shall be entitled but is not required to have a representative of the Union present during any appearance before the City or its representatives concerning any matter, which could adversely affect the employee's position, employment, salary, or any increase thereto. The City and the Union shall both advise the employees of their rights to have a representative present at any time when such employee's employment may be affected. In the event the City calls a meeting for the purpose of considering an adverse change in an employee's employment, the City shall advise the employee of his right to have a representative present.

6.4 JUST CAUSE

No employee shall be disciplined, suspended, reduced in rank or compensation, adversely evaluated, transferred for disciplinary reasons, dismissed, terminated or otherwise deprived of any employment advantage without just cause. The City agrees to follow a general practice of progressive discipline as applicable.

6.5 STATE AND FEDERAL RIGHTS

Nothing contained herein shall be constructed to deny employees such rights as they have under the laws of Nevada, the United States, or other applicable laws, decisions and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 7
EMPLOYEE WORK SHIFT AND WORKWEEK

7.1 STANDARD WORK SHIFT

- a. Regular full-time employees' regularly scheduled work shift shall be eight hours except as provided by paragraphs (c) and (d) below.
- b. Regular part-time employees' regularly scheduled work shift shall be not less than four hours, except as provided by paragraphs (c) and (d) below.
- c. There may be a regularly scheduled alternative work shift.
- d. In the event the City decides to change a regularly scheduled work shift, the city shall provide fifteen (15) days advance notice to, and discussion with, the Union and affected employees prior to implementation of any change. Such changes shall only be made for the efficiency of the operations.

7.2 STANDARD WORKWEEK

- a. Regular full time employees regularly scheduled work week shall be forty (40) hours.
- b. Regular part time employees regularly scheduled work week shall not be less than twenty-one (21) hours.
- c. This section does not establish nor should it be understood to be a guaranteed work week for employees covered by this Agreement but defines the basic workweek for the purposes of a subject of mandatory negotiation and overtime. The standard workweek shall begin at 12:01 AM on Monday and shall end at midnight Sunday.

7.3 REST PERIOD

Employees shall receive a fifteen (15) minute rest period for each four hours worked.

ARTICLE 8

OVERTIME

8.1 COMPUTING OVERTIME

- a. "Working hours" means that I'm an employee is required to be on duty, or at a prescribed workplace and time during which he is permitted to work.
- b. Annual leave, sick leave, approved holidays and compensatory time off shall be considered hours worked for the purpose of computing overtime.
- c. Employees who work in excess of (8) eight hours per day shall be paid time and one half (1.5) their regular hourly rate for the excess hours, except that an employee who works a regularly scheduled 10 hour day shall be paid time and one half (1.5) their regularly hourly rate for hours worked in excess of 10 hours per day, except as provided herein.
- d. Employees who work in excess of 40 hours per week shall be paid time and one half (1.5) their regular hourly rate for the excess hours, except as provided herein.

8.2 COMPENSATORY TIME OFF

- a. In the event an employee works overtime on a particular work shift, the employee may elect to take compensatory time off at the rate of time and one half (1.5) in lieu of overtime cash payment.
- b. Compensatory time may accumulate to a maximum of twenty-four (24) hours.

8.3 EMPLOYEES WORKING ON SEVEN-DAY OPERATIONS

- a. Employees working necessary continuous seventy operations, whose occupation involve work on Saturdays, Sundays, and holidays, shall be paid overtime compensation for work on those days only for time worked in excess of eight (8) hours (or 10 hours for scheduled 10 hour employees) per day or forty 40 hours per week, except as provided herein.
- b. Time and one half (1.5) shall be paid for hours worked on the employee's first or second regularly scheduled day off in the workweek, except as provided herein.

8.4 ASSIGNMENT FOR OVERTIME WORK

Overtime work shall be applied on a rotational and equitable basis. Overtime will not be offered to temporary employees until all bargaining unit employees have rejected the overtime.

ARTICLE 9 **PROBATION PERIOD**

All new employees shall serve a probationary period of six (6) months. Newly hired probationary employees are excluded from the coverage of this Agreement except as otherwise provided herein. During such probationary period, such employees may be laid off or discharged for any reason. And in addition, employees transferred or promoted shall serve a sixty (60) day probationary period. Upon transfer or promotion the employee maintains the right to voluntarily return to his position without penalty during the probationary period.

ARTICLE 10 **GRIEVANCE**

10.1 DEFINITIONS

- a. A grievance is a claim relating to the interpretation or application of this Agreement and those portions of the City of Fallon Municipal Code which are applicable and that are subjects of mandatory bargaining. This does not preclude informal discussion and attempt to resolve the problem prior to filing a formal grievance, even though such discussions are not part of the formal grievance procedure.
- b. A grievant is a regular employee, or a group of regular employees, or the Union filing the grievance.
- c. Days shall mean working days, Monday through Friday, and shall not include Saturday, Sunday or holidays.

10.2 RIGHTS TO REPRESENTATION

At least one union representative may be present for any meeting, hearing, appeal, or other proceeding between the City and a grievant relating to a grievance, which has been presented under this Article. If, in the judgment of the Union, a grievance affects a group of employees of the Union, the Union may initiate and submit such grievance, in writing, to the Mayor or designated representative directly, and the processing of such grievance shall commence at Step II, described below. When it is necessary for the grievant or the Grievance Committee to attend a hearing held in

connection therewith, he or she will be released from normal duties, without loss of pay, in order to do so.

10.3 PROCEDURE

All grievances shall be submitted in writing.

All grievances in the first instance may be submitted to the union in order to provide representation and protection for the employee.

Failure to respond at any supervisory level within 10 days will result in the award being granted to the grievant.

STEP I

Within 21 days of the occurrence, knowledge or condition, which is the basis of the complaint, the grievant may present the grievance, in writing, to the supervisor. The supervisor shall attempt to adjust the matter and respond in writing to the grievant within 10 days. The answer shall include the reasons upon which the decision was based.

STEP II

If the grievant is not satisfied with the disposition of the grievance at Step I, the grievant may, within 10 days, submit the grievance in writing to the Mayor or the Mayor's designated representative. The Mayor or his designated representative shall schedule a hearing within 10 working days. At such hearing, the City must present all its arguments and evidence, if any, which it contends to support the City's position, and the grievant or Union may present its arguments and evidence which it contends to support the grievant position. The Mayor or his designated representative shall render his decision in writing within 10 days of the end of the hearing.

STEP III

If the grievant is not satisfied with the disposition of the grievance at Step II, the grievance may be submitted in writing to arbitration for resolution. The grievant or the Union shall exercise the right of arbitration by giving the Mayor written notice of its intention to arbitrate within 10 days after it has received the Mayor's decision at Step II. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute. Within 10 days after such written notice of submission to arbitration, the City and the Union will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the 10-day period, a request for a list of arbitrators may be made by either party to the

Federal Mediation and Conciliation Service. The party shall attempt to utilize arbitrators residing in Nevada. Within five days of receipt of the list, each party shall strike names from the list, and the name remaining shall be the arbitrator.

10.4 ARBITRATION COSTS

Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator shall be shared equally by the parties. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the cost of the transcript, and the other side shall not be entitled to a copy of said transcript unless the costs are shared. If both parties request transcripts, they shall share equally the costs.

10.5 JURISDICTION OF THE ARBITRATOR

The arbitrator shall decide all substantive and procedural issues. Upon request of either party, and in the discretion of the arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance shall be consolidated for hearing before an arbitrator. The decision of the arbitrator cannot modify, amend or change any portion of this standing agreement the arbitrator shall consider the grievance and render a decision, which shall be final and binding upon the parties without recourse except as provided by law.

10.6 EXCEPTION TO TIME LIMITS

The time limits provided in this article shall be strictly observed, unless extended by mutual consent of the parties or otherwise excused for just cause as determined by the arbitrator. Grievances involving alleged errors in salary are deemed continuing grievances, with each salary payment constituting a separate occurrence, which may form the basis of a complaint. Notwithstanding the expiration of this Agreement, any claim or grievance which arises during the term of the Agreement may be processed through this grievance procedure until resolution.

10.7 COOPERATION OF THE EMPLOYER AND UNION

The City and the Union will cooperate with each other in the investigation of any grievance, and further, will furnish each other with such necessary and relevant information as is requested for the processing of any grievance. No grievance board member or member of the Grievance Committee involved in a hearing of any grievance shall suffer loss of salary or benefits. Overtime or any other special pay shall likewise not apply.

10.8 PERSONNEL FILES

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The parties agree such documents are confidential and are not to be released to anyone without the employee's consent or an appropriate court order. Likewise, the parties agree that all personnel files contain confidential, personal information and, as such, shall not be released to anyone without the employee's consent or appropriate court order.

10.9 RIGHT TO REPRESENTATION

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, notwithstanding such responsibility, however, the Union and the City recognize the right of any employee who is not a member of the Union to act for himself with respect to any condition of his employment, with or without his private outside counsel, at his own expense, provided that any action taken on a request or in adjustment of a grievance shall be consistent with the terms of the grievance process in this Agreement, all as provided in NRS 288.140(2); the non-member also has the option of requesting the Union to provide representation for a specific incident in the filing and/or process of his grievance on terms agreed upon by the Union and the grievant. The City will be held harmless for any individual between the Union grieving the employee.

ARTICLE 11 **RETIREMENT**

All employees covered by this Agreement shall be covered by the state of Nevada Public Employees Retirement System pursuant to NRS Chapter 286. The City shall maintain the current rate as required by the system, which is 29.75% as of the date of the Agreement. Any upward adjustment equating to more than .5% per year of the rate of significant modification or amendment to the content of the system, the parties shall convene in the appropriate manner to review the issue.

ARTICLE 12 **COMPENSATION**

12.1 SALARIES

Effective July 1, 2021 employees shall receive a salary increase of Three Percent (3%)

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%)

STANDBY PREMIUM PAY

Employees who are required to be on standby time shall be compensated as follows:

- a. Any employee designated to be on standby shall receive sixteen (16) hours straight time for each seven-day period designated to be on standby. Any employee who is designated for standby for less than seven (7) days shall be compensated on a prorated basis of the sixteen (16) hours in accordance with the number of days he/she is designated for standby. An employee designated to be on seven (7) day standby shall remain at a place where he can be contacted by telephone or pager in case of emergency and be accessible to perform emergency services. A standby employee can only be called out by his Supervisor, the Police Department, the Mayor or his designee. If the standby employee does not respond to a call out within thirty (30) minutes he may be subject to a loss in pay and/or discipline subject to the appeal process.
- b. Employees shall be paid at the rate of one and one half (1.5) times their regular hourly rate for each hour, or fraction thereof, of actual work when actually contacted to perform service. In the event of a call out to perform a minimum of two hours will be allowed for each incident called from the employees residence.
- c. This provision shall be uniform for all departments.

12.2 CALL BACK PAY

An employee who is called back to work before or after his regular work schedule shall receive a minimum of two hours pay at the rate of one and one half (1.5) times the current contract salary. Employees who are required to report to work on their non-work days, or on holidays they are entitled to have off, or outside their regular hours on work days, shall be paid overtime compensation from the time the employee is called until they report back to their normal workplace, but in any event not less than two (2) hours compensation.

12.3 MEDICAL TREATMENT FOR ON-THE-JOB INJURIES

An employee who has returned to regular duty after sustaining a compensable illness or injury and who is required in writing by the workers compensation doctor to receive additional medical treatment during the employee's standard working hours

shall receive the employee's standard hourly rate of pay for such time up to 10 hours daily.

ARTICLE 13

STEP ADVANCEMENTS

At the completion of an employee's probationary period an employee shall be advanced to the next step of the salary schedule for his classification. At the option of the City, an employee may be advanced to the next step of the salary schedule for his classification to completion of the employee probationary period.

- a. Fifty-two weeks of full -time service after the initial probationary step increase, regardless of when granted, an employee shall advance to the next higher step. Each fifty-two weeks of full-time service thereafter, the employee shall again advance to the next higher step until the top step in the classification has been reached.
- b. Pay increases shall be effective on the first day of the succeeding pay period after the advancement.

ARTICLE 14

RESPONSIBILITY PAY

14.1 RESPONSIBILITY PAY

The City may temporarily assign an employee to a supervisory position or an upgraded classification. All temporary upgrades shall be assigned and approved by the supervisor before work is performed. In the event the employee is temporarily assigned to a higher classification, for not less than five hours in a work day, the employee shall be compensated ten percent 10% upward adjustment onto the hourly rate for actual time in temporary assignment. This does not include training opportunities nor shall training be used to circumvent this provision.

14.2 PAY FOR REQUIRED BI-LINGUAL SPANISH SPEAKING EMPLOYEES

Specific circumstances require designated employees, by the City, to fluently speak, read or write Spanish in the course of their workday the City shall select two employees who are recognized fluent in Spanish to be designated bilingual for the purpose of interpretation necessary to conduct city business. The employees shall be compensated an additional \$100.00 per month allowance for availability and performance of this activity during normal work hours. Any requests to be available

and/or serve as an interpreter outside normal duty hours shall be compensated at 1.5 of the regular rate. The designated employees will be mutually agreeable to serve the departments where interpretation is provided. If it is determined that more than two individuals are required, the City shall submit the name of an additional qualified employee to the Union prior to implementation.

ARTICLE 15

HOLIDAYS

15.1 LEGAL HOLIDAYS

The following days shall be observed as legal holidays:

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

15.2 OTHER HOLIDAYS DEFINED

Any other legal holiday that may be designated by the president of the United states, the governor of Nevada, or the City Council.

15.3 HOLIDAY FALLING WITHIN VACATION PERIOD

If a legal holiday falls within an employee's approved vacation., that day shall not be charged to annual leave.

15.4 HOLIDAY OBSERVANCE

When a designated holiday falls on a Saturday, the Friday before will be observed as a holiday, and when a designated holiday falls on a Sunday, the Monday after will be observed as the holiday. For non-standard workweek employees who usually works Saturday and/or Sunday, if the designated holiday falls on a Saturday or Sunday, such day shall be granted as a holiday for purposes of Article 15.6 (Pay for Work on Holiday). The non-standard workweek employee shall not accrue additional

holiday time for the Friday or Monday that is observed as the holiday for standard work-week employees.

15.5 COMPUTING HOLIDAY PAY

Holiday pay will be based upon the employee's regular hourly wage for the number of hours in his regular work day. Such computation will be exclusive of shift differential and overtime pay.

15.6 PAY FOR WORK ON HOLIDAY

An employee who is required to work on a holiday shall receive 1.5 for actual hours worked in addition to regular Holiday pay at straight time. In lieu of receiving compensation as specified above and subject to the City's approval, the employee may elect to receive the regular rate of pay for the hours worked on the holiday and accrue compensatory time off at the rate of 1.5 for each hour worked on the holiday.

ARTICLE 16 **ANNUAL LEAVE**

16.1 COMPUTATION OF VACATION DAYS

All regular full time employees shall accumulate annual leave for each calendar month or major fraction thereof in accordance with the following schedule:

Less than one year:	9 days
After one year but less than two years:	10 days
After two years but less than five years:	12 days
After five years but less than 10 years:	17 days
After 10 years but less than 15 years:	21 days
After 15 years but less than 20 years:	24 days
After 20 years of continuous service:	27 days

On the employee's 15th, 20th and 25th anniversary, one additional week (5 days) of vacation will be allotted for use that year.

16.2 LIMITATION

Vacation credit may not be accumulated to exceed 240 hours at the beginning of any fiscal year. Vacation is granted for the purpose of encouraging an employee to take time off from his job. No employee shall be permitted to waive vacation time for the purpose of receiving pay for unused used hours. Each eligible employee shall bid for usage of vacation credits in an account as desired by the employee in accordance with

Section 16.5, or as otherwise allowed in order to comply with this section. In the event an employee is unable to take vacation consistent with the intent of this Section, such employee who has accrued annual leave in excess of the maximum allowed, shall be compensated for the amount of leave in excess of the maximum at the end of the fiscal year. However, any employee who has not complied with Section 16.5 or who has not otherwise attempted to use his annual leave credits to remain below the maximum allowable credits, shall forfeit the excess unless the request for use of annual leave has been denied for the convenience of the City.

16.3 ANNUAL LEAVE UPON TERMINATION

Upon termination, the employees will receive a lump sum payment for all accumulated, unused annual leave and compensatory time, up to the maximum, at 100% the current contract salary. No employee shall be paid for accumulated leave upon termination of his service unless employed six months or more.

16.4 EMPLOYEES BECOMING ILL WHILE ON VACATION

An employee who submits satisfactory evidence that during his vacation period he was hospitalized for a disability shall, at his request, be granted sick leave for the period of his disability to the extent that he is entitled to such leave under the provisions of Section 17 of this Agreement and the portion of his lost vacation time for which sick leave is granted shall be credited to him.

16.5 Vacations shall be posted for bid on March 1st of each year. Employees shall bid vacation by departmental seniority during the month of March. Vacation shall be awarded by seniority bid and posted no later than the 15th day of April of each year.

16.6 In addition to weekly increments, vacation credits may be used when approved in advance by the City in any amount up to an amount equal to the employee's regular work shift.

16.7 Regular part-time employees shall accrue vacation credits on a pro-rated basis by determining the hours actually worked as a percentage of forty, reference Article 1.

ARTICLE 17

SICK LEAVE AND OTHER LEAVES OF ABSENCE

17.1 PAID SICK LEAVE

- a. Starting from the date of hire, full-time employees hired shall accrue one day of sick leave each month, to a maximum of 12 days per year, at full salary, for

personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity, paternity, adoption, or illness, disability or communicable disease in the immediate family.

- b. Unused days of sick leave each year will be allowed to accumulate without limit for use purposes.
- c. Employees may not use accumulated sick leave until completion of 30 days of continuous employment.
- d. Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from and shall include leave for purposes of adoption as may be required by State and Federal law or regulations.
- e. When absences due to the employees personal illness the employee does not have to inform the City of the nature of such illness. The City may require a physician's statement as to the authenticity of the reasons for use of sick leave if such sick leave is for more than three consecutive days. Where the City has reasonable cause to believe sick leave is being abused, it may require the employee to submit a physician's statement and, in such event, the appropriate City representative shall state, in writing, the reason for suspecting abuse of sick leave.
- f. Family sick leave shall be limited to 80 hours per fiscal year unless excess amount is approved by the employee's department head or the department head's designee. Prior to any family sick leave being approved, the employee shall contact the employee's department head or the department head's designee orally or in writing within one day of employee returning to work stating the reason for using family sick leave. For purposes of this section "in writing" shall include the use of a standard leave slip.
- g. If an employee is hospitalized during vacation period, upon request of his supervisor he shall be granted sick leave up to the amount he has accumulated for the period of confinement
- h. If a holiday which an employee is entitled to have off with pay occurs on a work day during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

17.2 COMPENSATION FOR UNUSED SICK LEAVE

Upon death or retirement after five years of satisfactory service, employees or beneficiaries shall receive compensation for unused sick leave at the employee's regular hourly rate of pay unadjusted for retirement, in accordance with the following schedule:

At least 5 years, but less than 10 years	35%
At least 10 years, but less than 20 years	50%
More than 20 years	75%

17.3 USE OF SICK LEAVE WHILE ON WORKERS' COMPENSATION

- a. An employee who is unable to work due to an on-the-job injury or illness and who receives "Workers Compensation" pursuant to NRS 616A, 616B, 616C, 616D, 01-617 shall be allowed to supplement such compensation by utilization of accrued sick leave at the rate of up to 13 hours per week, until the accrued sick leave is exhausted.
- b. When accrued sick leave has been exhausted, if the employee is still unable to work, accrued compensatory time shall be allowed to supplement the Workers Compensation at the rate of up to 13 1/2 hours per week until such accrued compensatory time has been exhausted.
- c. When accrued compensatory time has been exhausted, if the employee is still unable to work, accrued annual leave shall be allowed to supplement the Workers Compensation at a rate of 13 1/2 hours per week until such accrued annual leave has been exhausted.

17.4 ACCOUNTING OF ACCRUED SICK LEAVE

Employees shall be given a written accounting of accumulated sick leave on employee paychecks.

ARTICLE 18 OTHER LEAVE

18.1 MATERNITY – PATERNITY – ADOPTION LEAVE

In addition to leave provided in Article 17, the City may provide leave of absence without pay for any employee who is required to be absent from work because of pregnancy, miscarriage, childbirth and recovery there from, and paternity and adoption.

The length of the maternity leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee in consultation with their physician. The City's approval is required but will not be unreasonably withheld. The parties agree that this benefit will not diminish employee rights under the Federal Family Medical Leave act of 1993.

18.2 BEREAVEMENT LEAVE

Employees who are required to be absent from work due to the death of a member of the employee's immediate family shall receive compensation at their regular rate of pay for time allotted sick leave if additional bereavement is necessary or for critical illness of a family member or leave for a funeral involving other family members. The City may require documentation necessary to travel, attendance and conducting necessary business not to exceed five (5) days. Immediate family as used herein includes the employee's spouse, significant other, children, stepchildren, brothers, sisters, parents or grandparents and parents-in-law.

18.3 LEAVE FOR CMC DUTIES

Temporary leave at full salary will be provided to each employee for jury duty, court appearances or administrative proceedings arising out of the employee's employment. Employees subpoenaed or otherwise required to appear in court or administrative proceedings arising out of their employment in which appearances occur outside their regularly scheduled shift shall be paid 1 1/2 times the regular rate of pay for the time spent at such appearances. Juror or witness fees received by the employee shall be returned to the City.

18.4 MILITARY LEAVE

Employees shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard Reserve or other United States 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 of 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.

18.5 EMERGENCY SERVICE

In addition, employees called out on City-County reserve emergency service shall not realize any loss of pay.

18.6 LEAVE OF ABSENCE WITHOUT PAY

- a. Leave without pay may be granted for court appearances or administrative proceedings not related to employment in which the employee is a party or a witness.
- b. A leave of absence without pay may be granted to a regular employee for a period not to exceed 30 working days in any calendar year upon the approval of the department head.
- c. A leave of absence without pay exceeding 30 working days, but not exceeding one year may be granted upon the recommendation of the department head and the approval of the Mayor.
- d. A leave of absence under this section shall not be considered a break in continuous service. After 30 days however, probationary periods and anniversary dates shall be adjusted for the purpose of merit increases. Sick an annual leave will not accrue during leave without pay status. Employees may elect to continue coverage under the medical insurance by pre pain required premiums.
- e. Upon return from a leave of absence under this section the employee shall be entitled to the same position held immediately before commencement of such leave or to a position of comparable responsibility and remuneration in the same grade and step.
- f. Leave without pay will not be granted for an employee to seek other compensable employment.

ARTICLE 19 EQUIPMENT, TOOL AND CLOTHING ALLOWANCE

19.1 PROTECTIVE EQUIPMENT

City will furnish such protective devices as goggles, safety shoes, boots and gloves, and all other equipment necessary to protect employees from industrial injury and health hazards. Initial and replacement issuances will be made at no cost to the employee when such replacements are necessary because of wear. Employees will be

responsible and accountable for proper wear and maintenance of safety equipment issued. The City will provide funding and reimbursement for protective, leather industrial steel-toed boots for employees requiring the use of boots during their work day. The boots should be of lace-up construction with a durable sole. The boots should last approximately the minimum of one year. The City will reimburse up to Two Hundred Fifty Dollars (\$250.00) upon receipt of boots. The employee is responsible for daily care and wear of purchased boots. Employees will be required to wear the boots purchased during work hours.

19.2 UNIFORM AND CLOTHING

In addition to apparel required to be worn for purposes of health or safety, city shall, at no cost to the employee, supply any uniforms they are required to wear and make necessary and reasonable placement thereof. City shall bear the cost of repairing such uniforms when damage in the performance of duty. Such uniforms will remain the property of the City at all times. This section shall not apply to dispatchers, Police Services Assistance and C.S.O., who shall continue to receive an allowance in lieu of such uniforms being provided. Refer to 29.1 for applicability.

19.3 TOOL ALLOWANCE

- a. City will furnish all tools used by employees in their work.
- b. All tools furnished by City shall remain its property, but will be charged to the employees who shall be responsible for the security of the tools assigned to them.

19.4 REPAIR OF REPLACEMENT OF PERSONAL PROPERTY

Upon approval of the Department Head, the employer shall reimburse an employee for the costs of repairing or replacing watches or prescription eyeglasses, which are lost, damaged or stolen while the employee is in the specific performance of his or her duties within 30 days of notification to the department head as follows:

Prescription eyeglasses up to 50% of repair or replacement cost up to a maximum of \$300 with the City's maximum share \$150. The first \$100 of the repair or replacement will be paid by the City. In order to receive benefit under this Article, the employee must report any claims to his or her supervisor prior to the end of the shift on which the incident occurred unless such report is not possible or practical at that time. (The only exception is for contact lenses when an employee is under medical necessity.)

19.5 City agrees to abide by applicable OSHA regulations including, but not limited to, installation of eyewash stations in or near hazardous areas and staffing of crews on hazardous assignments sufficient to ensure the safety of all employees.

ARTICLE 20

TRAVEL ALLOWANCE

20.1 TRAVEL ALLOWANCE

Employees who are temporarily assigned to perform work away from their normal City location at a distance which requires expenditure for public transportation and accommodations shall be reimbursed for the following travel expenses as applicable.

- a. The cost of the mode of transportation, as determined by City, used by employee.
- b. The rental of accommodations in a clean motel or hotel selected by the employee if reservations are not in advance by City.
- c. The City will provide the employee with a reasonable per diem cash advance prior to the commencement of such travel. All legitimate and reasonable business expenses that exceed the per diem cash advance, which are documented by receipt, shall be reimbursed by the City. Such per diem cash advance shall be credited to the payment of the above expenses and shall not be deemed an addition thereto.

20.2 No employee will be required to use his or her personal vehicle in order to perform his or her job duties or to otherwise conduct City business, unless specifically agreed to by the City, the Union, and the employee.

ARTICLE 21

INSURANCE BENEFITS

21.1 HEALTH INSURANCE

All insurance coverage currently in effect under this article shall remain in force during the term of this Agreement.

ARTICLE 22

RECLASSIFICATION

22.1 ENTITLEMENT

An employee group of like employees may request a reclassification study through their Department Head if they believe that since their job descriptions and specifications were last drafted, their duties and responsibilities have changed so significantly both in number and in variety as to cause an increased workload demand.

22.2 PROCEDURES

The Department Head may submit a request, or in the event the Department Head refuses to do so, the employee may submit a request to the City Clerk for a reclassification study. The City Clerk will proceed within 30 days of receipt of such request to investigate the classification status of the position, and reasonably attempt to conclude the investigation within 90 days after receipt of the request and provide the Department Head and the employee with a written decision which shall include the reasons for such decision.

22.3 EFFECTIVE DATE

If the position is reclassified, the effective date of the reclassification shall be retroactive to the date of request unless the affected department cannot absorb the cost of the reclassification in its approved budget without a budget augmentation.

22.4 DISPUTE OVER CLASSIFICATION

In case of a dispute between the parties to this Agreement as to the application of this article, the dispute shall be determined in accordance with the grievance procedure set forth in Article 10 of this Agreement. It is understood disputes under this Article shall commence at Step II.

ARTICLE 23

DISCIPLINARY ACTIONS

As a general policy, discipline shall be administered or imposed to fit these circumstances on a basis of progressive discipline. No discipline shall be imposed except for just cause.

23.1 PERSONAL REPRIMAND

In a minor offense an oral reprimand may be given to the employee.

23.2 WARNING LETTER

A letter of warning may be given to the employee and the employee will be given the opportunity to sign the warning letter in relatively serious cases. The employee has up to 15 days to write a rebuttal to the letter of warning and remain in the file until the letter of warning is removed. Copies of the letter shall be filed with the employee's service record in the employment department and one signed copy shall be furnished to the employee. The letter of warning shall remain with the employee's service record for a period not to exceed one (1) year; at which time such letter will be removed and thereafter no further reference will be made to it.

23.3 SUSPENSION

Where the events is a serious one the City may, on written notice to the employee and to the Union, unless an employee has first instructed the City not to send such notice to the Union, suspend the employee from work without pay according to the gravity of the offense and the previous record of the employee concerned. The employee will be given the opportunity to sign the suspension notice before being submitted to the employee's personnel file. The employee has up to 15 days to write a rebuttal to the written suspension notice and remain in the file until the written suspension notice is removed. Copies of the notice shall be filed with the employee's service record in the Personnel Department and one signed copy shall be furnished to the employee. A written notice of suspension will remain in the employee's service record. After one year, however, the employee may request of his/her Department Head that the notice of suspension be removed from his/her record.

23.4 DEMOTION AND DISMISSAL

When other forms of discipline or corrective action have proved ineffective, or when the seriousness of the offense or conditions warrant, the department may demote or dismiss an employee for cause.

23.5 SPECIFICITY OF CHARGE

All disciplinary actions, except oral reprimand, shall be given to the employee in writing and shall state the date and nature of the offense, and include any rule, regulation, ordinance, law or policy violated as clarification. The written charge shall be signed by both the Department Head and the employee. However, the employee's

signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the charge.

23.6 Unless an employee has first instructed the City not to send a copy of any disciplinary action against the employee to the Union, the City shall send a copy of any disciplinary action, except personal reprimand, to the Union within five (5) calendar days of such being issued to the employee.

ARTICLE 24

LAY-OFF POLICY AND PROCEDURE

Whenever there is a lay-off due to lack of work or lack of funds that affects employees in the bargaining unit, the procedures set forth in this Article shall apply.

24.1 DEFINITIONS FOR THIS ARTICLE ONLY

As used in this article only, unless the context otherwise requires the words in terms listed below, shall have the meanings ascribed to them in this section.

- a. "City seniority." City seniority shall be calculated on the basis of the date of hire.
- b. "Regular employee". Any employee who has attained regular status but is serving a new probationary period for any reason, is grouped with regular employees for lay-off purposes.

24.2 The City shall determine what positions will be affected by a lay-off.

24.3

- a. In the event the City has an opening for a new or reinstated position, employees shall be recalled in the reverse order of their lay-off.
- b. Any employee laid off shall be eligible for recall and rehire for a period of one year.
- c. The City agrees to re-employ laid off employees from the eligible list, provided such employees meet the minimum qualifications required for the new or reinstated positions.
- d. Upon recall and re-employment, an employee shall be credited with City seniority accrued prior to lay-off.

24.4 NOTICE TO UNION

Whenever it is determined that a lay-off of employees may occur because of lack of work or funds the City shall give written notice of the lay-off, including the specific reason(s) such action is necessary and the estimated length of the lay-off period, to the Union at least seven (7) calendar days prior to the effective date of notification to employees.

24.5 NOTICE TO EMPLOYEE(S)

All regular employees to be laid off shall be given written notice of such lay-off at least thirty (30) calendar days prior to the effective date.

24.6 SEQUENCE OF LAY-OFF

Within the job classification(s) selected for lay-off with the department or division, the following sequence of lay-off shall occur:

- a. Temporary and probationary employees within the job classification selected for lay-off shall be laid off first.
- b. Thereafter, the employee(s) with the least job classification seniority in the job classification selected for layoff shall be laid off next.
- c. Regular employees shall be laid off only after those lay-offs within paragraph (a) of this provision have been exhausted.

24.7 VACANCIES

Whenever possible, employees will be permitted to fill available vacancies, provided the employee meets minimum qualifications and any necessary tests. If offered, the employee must submit his/her decision in writing within seven (7) calendar days of notification.

24.8 BUMPING

- a. Bumping rights shall be exercised in the following sequence of steps:

Step 1-A regular employee who has received a lay-off notice may replace an employee in the same job classification, in another division within the

same department, if the employee has more job classification seniority than the employee to be displaced.

Step 2-If a regular employee who has received a lay-off notice is unable to exercise bumping rights at Step 1, the employee may replace an employee in the same job classification, in another department, if the employee has more job classification seniority than the employee to be displaced.

Step 3-If the employee is unable to exercise bumping rights at Step 2, the employee may replace an employee in a lower job classification within the same job classification series, first in the same department, second in another department, if the employee has more city seniority than the employee to be displaced.

Step 4- If the employee is unable to exercise bumping rights at Step 3 the employee may replace an employee in a lower job classification within another job classification series, in the same or other department, if he has more City seniority than the employee to be displaced and meets the minimum qualifications for the other position.

- a. An employee electing the exercise bumping rights shall assume the grade of the employee being bumped and the step closest to his, the employee exercising the bumping right existing salary at the time of the layoff.
- b. Any employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this section. The decision to bump must be submitted in writing within seven (7) calendar days of the notification.
- c. Whenever it is determined that lay-off of employees shall occur the City agrees to supply current city seniority lists and job classifications series seniority lists to the Union for the jobs being affected.

24.9 COMPUTING SENIORITY: TIES

When job classification seniority is equal among employees in the same job classification, ranking of those employees shall be determined by City seniority. When job classification seniority and City seniority are equal, ranking of those employees shall be determined by drawing lots.

24.9 RECALL

- a. The name of an employee who has been laid off shall be placed on the re-employment list and shall be recalled in the inverse order in which the employee was laid off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which the employee is qualified and no new employee will be hired until all qualified employees on lay-off status desiring to return to work shall have been offered the position. The employee must provide the employer with any address change while waiting for recall.
- b. Notice of recall will be made in writing by certified mail to employee's address of record.
- c. An employee who is sent notice of recall must respond within ten (10) working days of the receipt of the notice of certification for recall.
- d. An employee recalled to his former or equated job classification must report for re-employment on the date established by the department head or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the recall notice.
- e. An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall. In the event that an employee accept such a position, the employees name will be removed from the re-employment list.
- f. An employee on lay-off accrues no additional sick leave or annual leave. When an employee is recalled from lay-off and re-employed, he is considered to have continuous service credit for computation of future earned annual leave. Sick leave will be reinstated in an amount equal to that as of the date of the employee lay-off.
- g. Employees on a re-employment list shall retain eligibility for recall for a period of two (2) years from the date their name was placed on the list.
- h. Upon returning to his original job classification, an employee shall retain his accrued time for merit increase if rehired within one (1) year.

ARTICLE 25
EDUCATION EXPENSES

25.1 PAY AND EXPENSES FOR RELATED TRAINING

The City shall pay the full cost of tuition, books, and other reasonable expenses incurred by an employee in connection with any course, workshop, seminar, conference or in-service training session an employee takes at the request of the City and which is related to the employee's professional responsibilities. The employee shall not be compensated for time spent beyond the regular work day. Meals, lodging and transportation shall be reimbursed as provided in Article 20.

25.2 EDUCATION INCENTIVE

The City shall recognize an employee's completion and application of job-related formal education before 7-1-2021 with an annual stipend, to be paid on the first pay period of the fiscal year, in addition to regular salary. The Mayor or his designee shall approve all certifications and degrees to determine job-related applicability. Proof of satisfactory completion must be presented to the City for this stipend to be paid in one of the following:

1. Technical Certification	\$50.00
2. Secondary or Advanced Certification	\$75.00
3. AA Degree	\$100.00
4. BA or BS Degree	\$200.00

NOTE: CDL is not included as a technical certification.

25.2.a EDUCATION INCENTIVE

The City shall recognize for all degrees and certification received after 7-1- 2021, on a one time basis, and employees completion an application of job-related formal education with a one time stipend, to be paid on the first pay period after receipt of the employee's completion of the employment related formal education. The Mayor or his designee shall approve all certifications and degrees to determine job-related applicability. Proof of satisfactory completion must be presented to the City for the stipend to be paid in one of the following:

1. Technical Certification	\$500.00
2. Secondary or Advanced Certification	\$750.00
3. AA Degree	\$900.00
4. BA or BS Degree	\$1000.00

NOTE: CDL is not included as a technical certification.

25.3 The City strongly supports higher education for its employees. The City agrees to reimburse an employee for costs incurred for tuition and required books and materials under the following conditions:

1. One course per quarter or semester. Course has been pre-approved for reimbursement by the City Mayor or his designee; and
2. The employee has successfully completed the course with a grade "B" or better and has presented proof of payment for costs. The parties agree that purchased books and materials shall be the property of the employee.

ARTICLE 26

INVOLUNTARY DEMOTION

26.1 INVOLUNTARY DEMOTION

When an employee is involuntarily reduced to a lower job classification, the salary of the employee shall be determined as provided in the salary schedule, but in no case shall the employee suffer a reduction in salary.

ARTICLE 27

VACANCIES

27.1 NOTICE

Notice of all vacancies and/or promotional vacancies within the city shall be given to all employees of the city through briefings or otherwise and shall be posted on the bulletin boards within the City departments for a period of not less than fifteen(15) calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier. Notice shall contain the following information:

- a. Title and job description of the position;
- b. All minimum education requirements including education, employment, training or experience criteria, and whether equivalent factors will be recognized; for

current employees' seniority will be considered with the minimum eligibility requirements listed above;

- c. Identifying preference or priority will be given two employees; current employees identified as having a preference or priority must still meet minimum eligibility requirements set forth in paragraph b;
- d. Whether there will be competitive testing and, if so, the day, the time and place of the tests, the nature and scope of the test subject matter and any reference material or sources upon which the test is based.
- e. Whether the test will consist of written, oral and/or physical demonstration components and the relative weight to be given to each in scoring the test results;
- f. Whether test results can be reviewed by applicants and if so, what appeal rights exist.
- g.

ARTICLE 28

OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

28.1 OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

City shall establish safety and health programs and maintain an effective and comprehensive Occupational Safety and health program.

28.2 REST PERIOD

Any regular probationary employee who, as the result of a call out or work assignment, has worked at overtime rates between his/her regular quitting time and his/her next regular starting time on regular work days, shall be entitled to a rest period but not limited to the following conditions:

1. If he or she has worked eight (8) hours or more at overtime rates he/she shall be entitled to a rest period of not less than nine (9) consecutive hours.

2. If he/she has worked a minimum of two (2) hours at overtime rates and such work extends beyond nine and one half (9 ½) hours after his regular quitting time, he/she shall be entitled to a rest period of nine consecutive hours upon completion of such overtime work.
3. If he/she has worked a minimum of two (2) hours after 12:00 midnight at the overtime rate and such work commences later than nine and one half (9 and ½) hours after his/her regular quitting time he/she shall be entitled to a rest period of nine (9) consecutive hours upon completion of such overtime work.
4. Rest periods as provided above, shall commence upon completion of the employee's overtime work or the start of his/her regular work hours whichever occurs first.

ARTICLE 29

C.S.O. AND DISPATCHER

29.1 Employees required to wear a designated uniform during the work day shall be allotted an allowance as currently provided (\$300 dispatchers and Police Services Assistants, \$400 C.S.O.) this annual allotment is to be used for purchase, upkeep and cleaning of uniforms.

29.2 SHIFT DIFFERENTIAL

An employee whose assigned shift requires working swing shift or graveyard shift shall receive, in addition to the compensation provided in the salary schedule in effect, the following shift differential pay;

Swing Shift	6% during the entire shift
Cover Shift	6% during the entire shift
Graveyard Shift	8% during the entire shift

The supervisor shall designate the hours, which constitute swing shift and graveyard shift. The City will provide two weeks' notice to affected employees and the Union before any change is made in the hours, which constitute a shift. The Union may file a grievance if any dispute is not resolved when the parties convene.

ARTICLE 30

CONTINUITY OF SERVICES

30.1 STRIKE/LOCKOUT PROHIBITION

The City and Union recognize the desirability of continuous and uninterrupted operation of city services during the normal year and the avoidance of disputes which threatened to interfere with such operations as provided in NRS 288. Therefore, the parties agree that there shall be no strike by the Union or lockout by the City over a bargaining dispute during the duration of this Agreement.

ARTICLE 31

EFFECT OF AGREEMENT

31.1 CHANGES IN AGREEMENT

For the term of this Agreement, no change shall be made in any provision of this Agreement or in any other working condition that is a mandatory subject of bargaining, unless by mutual written consent of the parties hereto. In the event either party desires to amend this Agreement, such party shall give written notice to the other expressly stating what the proposed amendment shall be. The parties shall meet within two weeks of such notice and negotiate over the proposed amendment. If no agreement is reached concerning the proposed amendment, no change to the existing agreement shall occur.

31.2 SAVINGS CLAUSE

If any provision of this Agreement or any application thereof to any employee is finally to be contrary to the law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist, which are so held, at the request of either party, negotiations shall immediately commence in order to alter said section(s) to provide the benefit(s) according to the intent of the parties.

31.3 DUPLICATION AND DISTRIBUTION

Reasonable number of copies of this Agreement shall be printed at the expense of the City within thirty (30) days after the Agreement is signed. Copies shall be available to employees upon request.

ARTICLE 32 DURATION OF AGREEMENT

32.1 EFFECTIVE PERIOD

This Agreement shall be effective as of date of execution of this Agreement and shall continue in full force and effect until June 30th, 2024 consistent with the provisions of NRS 288.

32.2 RENEWAL AND REOPENING OF AGREEMENT

Provided that the union continues to be supported by a majority of the eligible employees in the unit, this agreement will automatically be renewed and will continue in force and effect for an additional period of one year unless either party gives notice to the other party, in accordance with NRS 288, of its desire to reopen certain provisions of this agreement and, or add provisions to this agreement, and to negotiate over the terms of such provision. In the event a successor Agreement is not agreed upon before

termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an Agreement is reached. All salaries, benefits and working conditions agreed upon in the successor Agreement will be retroactive to the termination date of this Agreement.

IN WITNESS WHEREOF, the city and the Union have caused these presents to be duly executed by their authorized representatives.

City of Fallon

**Operating Engineers
Local Union NO. 3**

Ken Tedford, Mayor

Reviewed and approved by:

Don Lattin, Legal Counsel

3.0% 2021-2022

CITY OF FALLON
Pay Schedule
STEPS

GRADE	A	B	C	D	E	F	G	H	I
1	\$11.31	\$11.59	\$11.88	\$12.18	\$12.48	\$12.79	\$13.11	\$13.44	\$13.78
2	\$13.65	\$13.99	\$14.34	\$14.70	\$15.07	\$15.45	\$15.84	\$16.24	\$16.65
3	\$15.93	\$16.33	\$16.74	\$17.16	\$17.59	\$18.03	\$18.48	\$18.94	\$19.41
4	\$18.26	\$18.72	\$19.19	\$19.67	\$20.16	\$20.66	\$21.18	\$21.71	\$22.25
5	\$20.57	\$21.08	\$21.61	\$22.15	\$22.70	\$23.27	\$23.85	\$24.45	\$25.06
6	\$22.90	\$23.47	\$24.06	\$24.66	\$25.28	\$25.91	\$26.56	\$27.22	\$27.90
7	\$25.19	\$25.82	\$26.47	\$27.13	\$27.81	\$28.51	\$29.22	\$29.95	\$30.70
8	\$27.52	\$28.21	\$28.92	\$29.64	\$30.38	\$31.14	\$31.92	\$32.72	\$33.54
9	\$29.84	\$30.59	\$31.35	\$32.13	\$32.93	\$33.75	\$34.59	\$35.45	\$36.34
10	\$32.15	\$32.95	\$33.77	\$34.61	\$35.48	\$36.37	\$37.28	\$38.21	\$39.17
11	\$34.44	\$35.30	\$36.18	\$37.08	\$38.01	\$38.96	\$39.93	\$40.93	\$41.95
12	\$36.77	\$37.69	\$38.63	\$39.60	\$40.59	\$41.60	\$42.64	\$43.71	\$44.80
13	\$39.06	\$40.04	\$41.04	\$42.07	\$43.12	\$44.20	\$45.31	\$46.44	\$47.60
14	\$41.35	\$42.38	\$43.44	\$44.53	\$45.64	\$46.78	\$47.95	\$49.15	\$50.38
15	\$43.70	\$44.79	\$45.91	\$47.06	\$48.24	\$49.45	\$50.69	\$51.96	\$53.26

*Lineman
\$44.87 | \$45.99

- | | | |
|--|---|--|
| <p>1</p> <p>2 Meter Reader
Maintenance Worker I - Conv Ctr
Street Sweeper</p> <p>3 Maintenance Worker I Parks
Maintenance Worker II Sanitation
Secretary Convention Center
Maint Worker - Convention Center
Meter Technician
CSO Custodian
Trash Collection
Gate Attendant Landfill</p> <p>4 Maint & Setup Coord. Conv Ctr
Bldg & Grounds Maint Worker</p> <p>5 Accounting Clerk
Heavy Equipment Operator
Landfill/Transfer Station/Parks Maint. Worker
Police Support Assistant
Heavy Equipment Operator
Maintenance Worker I Streets</p> | <p>6 Administrative Assistant
Court Clerk
CSO I
Fire Apparatus Mechanic
Marketing & Communications Coord.
Facilities Maintenance Technician
Maintenance Worker II Parks
Maintenance Worker II Landscape
Engineering Technician
Maintenance Worker Streets & Safety</p> <p>7 Admin. Coord. Convention Center
Dispatcher
Executive Secretary
Maintenance Worker II Water/Streets
Pool, Parks, Gym Coordinator
Public Works Administrator
Building Inspector
Court Clerk II</p> <p>8 CSOII
Fire Apparatus Technician
Plant Operator I
Water/Wastewater Plant Operator
Mechanic</p> | <p>9 Fire Marshall
Supervisor Paid Personnel
Plant Operator 1+Safety
Record Manager
Lineman
Troubleman
Engineering Inspector
Fire Apparatus Tech</p> <p>10 Civil Defense Coordinator
Public Service Maintenance Supv.
Director of Convention Ctr
Plant Operator II</p> <p>11 Public Service Supervisor</p> <p>12 Electric Depart. Supervisor</p> <p>* Lineman
Journeyman Lineman</p> |
|--|---|--|

December 20, 2021

Agenda Item 12

Consideration and possible action to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association to be effective from July 1, 2021 to June 30, 2024. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, fallonnevada.gov, and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.) **(For possible action)**

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 12

DATE SUBMITTED: December 13, 2021

AGENDA DATE REQUESTED: December 20, 2021

TO: The Honorable City Council

FROM: Sean Richardson, City Clerk/Treasurer

SUBJECT TITLE: Consideration and possible action to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association to be effective from July 1, 2021 to June 30, 2024. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, fallonnevada.gov, and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.)
(For possible action)

TYPE OF ACTION REQUESTED: (Check One)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other – Review & Discussion

RECOMMENDED COUNCIL ACTION: Motion to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association be effective from July 1, 2021 to June 30, 2024.

DISCUSSION: The proposed agreement is attached in both clean and redline versions.

FISCAL IMPACT: Adoption of the proposed negotiated agreement will result in an increase of salaries as provided in the agreement.

FUNDING SOURCE: Various

PREPARED BY: Sean Richardson, City Clerk/Treasurer

MEMORANDUM OF
UNDERSTANDING

DRAFT

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 1 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:

	Continuous Service	Annual Accrued Hours
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.

CITY OF FALLON
FPOA Salary Schedule
FY2022 to FY2024

FY2021/2022

COLA 3.0%

STEPS									
GRADE	A	B	C	D	E	F	G	H	I
8	\$27.52	\$28.21	\$28.92	\$29.64	\$30.38	\$31.14	\$31.92	\$32.72	\$33.54
11	\$34.44	\$35.30	\$36.18	\$37.08	\$38.01	\$38.96	\$39.93	\$40.93	\$41.95

FY2022/2023

COLA 2.5%

STEPS									
GRADE	A	B	C	D	E	F	G	H	I
8	\$28.21	\$28.92	\$29.64	\$30.38	\$31.14	\$31.92	\$32.72	\$33.54	\$34.38
11	\$35.30	\$36.18	\$37.08	\$38.01	\$38.96	\$39.93	\$40.93	\$41.95	\$43.00

FY2023/2024

COLA 2.5%

STEPS									
GRADE	A	B	C	D	E	F	G	H	I
8	\$28.92	\$29.64	\$30.38	\$31.14	\$31.92	\$32.72	\$33.54	\$34.38	\$35.24
11	\$36.18	\$37.08	\$38.01	\$38.96	\$39.93	\$40.93	\$41.95	\$43.00	\$44.08

GRADE 8 = Police Officers

GRADE 11 = Police Sergeants