

AGENDA
NITRO CITY COUNCIL
MARCH 1, 2016
7:00 pm

CALL TO ORDER: Mayor Dave Casebolt	Recorder Rita Cox
Ward 1 Councilman Al Walls	Ward 2 Councilman Bill Racer
Ward 3 Councilwoman Laurie Elkins	Ward 4 Councilman Andy Shamblin
Councilman at Large Bill Javins	Councilman at Large John Montgomery

INVOCATION/PLEDGE OF ALLEGIANCE

FUTURE DATES OF COUNCIL

APPROVAL OF COUNCIL MINUTES: February 16, 2016

NEW BUSINESS

WALL OF FAME MONUMENT PROPOSAL: Greg Tidd

FIRE DEPARTMENT MOU: Mayor Dave Casebolt

FIRST READING AN ORDINANCE TO AMEND ARTICLE 157-133 RELATING TO CIVIL SERVICE (POLICE AND FIRE EXCEPTED) EMPLOYMENT PROVISIONS: Councilman John Montgomery

REAPPOINTMENT OF HERSHEL FACEMYRE TO EMPLOYEE CIVIL SERVICE COMMISSION: Mayor Dave Casebolt

APPOINTMENT OF MARK SANDERS AND BILL CLARK TO PLANNING COMMISSION: Mayor Dave Casebolt

OLD BUSINESS

RENTAL LEASE WITH KINGSWAY: Mayor Dave Casebolt

OPENING OF BIDS FOR FIRE DEPARTMENT BILLING: Recorder Rita Cox

ATTORNEY REPORT: Johnnie Brown

TREASURER REPORT: John Young

MAYOR COMMENTS

COUNCIL COMMENTS

PUBLIC COMMENTS

ADJOURNMENT

NITRO CITY COUNCIL
MINUTES
MARCH 1, 2016



CALL TO ORDER: The meeting was called to order at 7:00 pm in Council Chambers by Mayor Casebolt with the following attending: Recorder Rita Cox, Ward 1 Councilman Al Walls, Ward 2 Councilman Bill Racer, Ward 3 Councilwoman Laurie Elkins, Ward 4 Councilman Andy Shamblin, Councilwoman at Large Brenda Tyler, Councilmen at Large Bill Javins and John Montgomery, City Attorney Johnnie Brown, and City Treasurer John Young.

INVOCATION/PLEDGE OF ALLEGIANCE: The Invocation was given by Councilman Andy Shamblin and the Pledge of Allegiance was led by Dave Tucker.

FUTURE DATES OF COUNCIL: Mayor Casebolt said the future dates of Council are March 15 and April 5 and 19.

APPROVAL OF COUNCIL MINUTES: RECORDER COX MADE THE MOTION TO APPROVE THE MINUTES OF FEBRUARY 16 AND THERE WAS A SECOND BY COUNCILMAN JAVINS. THE MOTION CARRIED.

NEW BUSINESS

WALL OF FAME MONUMENT PROPOSAL: Mayor Casebolt introduced Nitro resident Greg Tidd who made a proposal to finance and have built a wall of fame to honor Nitro people who have achieved a national level of success. He said he had help in financing and suggested that the people honored are Lew Burdette, Kathy Mattea, and Larry Barnett. He suggested that it be built at First Avenue and 22nd Street but said he would consider other locations. He proposed it be approximately eight feet wide and six feet tall and be made of stone. Mayor Casebolt said it could be discussed at a future meeting.

FIRE DEPARTMENT MOU: Councilman Montgomery asked Jonathan Adkins for some clarification on some of the terminology in the Memorandum of Understanding. Councilman Shamblin said he would like to see some statistics of the two hour callout to see what constitutes a problem to make the four hour guarantee necessary. Jonathon Adkins and Mayor Casebolt said they would address these concerns.

FIRST READING AN ORDINANCE TO AMEND ARTICLE 157-133 RELATING TO CIVIL SERVICE (POLICE AND FIRE EXCEPTED) EMPLOYMENT PROVISIONS: COUNCILMAN JOHN MONTGOMERY MADE THE MOTION THAT COUNCIL PASS ON FIRST READING THE ORDINANCE TO AMEND ARTICLE 157-133 WITH A SECOND BY COUNCILMAN JAVINS. Councilman Montgomery said that the changes in the recently amended article will give the employees that are affected two years to phase in the changes since time off and vacations have already been arranged for the coming year and this will give employees the opportunity to get used to the change in policy. He said that this will enable employees to carry forward 80 hours of vacation. THE MOTION CARRIED.

REAPPOINTMENT OF HERSHEL FACEMYRE TO EMPLOYEE CIVIL SERVICE COMMISSION: COUNCILMAN AL WALLS MADE THE MOTION THAT HERSHEL FACEMYRE BE REAPPOINTED TO THE EMPLOYEE CIVIL SERVICE COMMISSION. RECORDER RITA COX SECONDED THE MOTION AND VOTE WAS UNANIMOUS FOR THE MOTION.

DRAFT

APPOINTMENT OF MARK SANDERS AND BILL CLARK TO PLANNING COMMISSION: COUNCILMAN ANDY SHAMBLIN MADE THE MOTION THAT THE APPOINTMENT OF MARK SANDER AND BILL CLARK BY MAYOR DAVE CASEBOLT BE APPROVED WITH A SECOND BY COUNCILMAN JOHN MONTGOMERY. Councilman Bill Racer asked what the duties of the Planning Commission are and Mayor Casebolt said they wrote the Comprehensive Plan for the city, they consider zoning issues and make recommendations to Council. THE MOTION CARRIED.

OLD BUSINESS

RENTAL LEASE WITH KINGSWAY: COUNCILMAN MONTGOMERY MADE THE MOTION TO TABLE THE RENTAL LEASE AND THERE WAS A SECOND BY COUNCILMAN JAVINS. THE MOTION CARRIED.

OPENING BIDS FOR FIRE DEPARTMENT BILLING: RECORDER RITA COX MADE THE MOTION THAT THE ONLY BID RECEIVED WHICH WAS FROM FIRE RESCUE BILLING LLC BE REFERRED TO A COMMITTEE CONSISTING OF MAYOR CASEBOLT, CHIEF ELKINS, COUNCILMAN MONTGOMERY, TREASURER YOUNG, AND RECORDER COX WITH A RECOMMENDATION BEING MADE TO COUNCIL. THE SECOND WAS BY COUNCILMAN WALLS. THE MOTION CARRIED.

ATTORNEY REPORT: Johnnie Brown had nothing to report.

TREASURER REPORT: RECORDER COX MADE THE MOTION THAT THE TREASURER REPORT BE MADE A PART OF COUNCIL MINUTES AND THE SECOND WAS BY COUNCILMAN MONTGOMERY. THE MOTION CARRIED.

MAYOR COMMENTS: Mayor Casebolt said the Easter Eggstravanza is March 19.

PUBLIC COMMENTS: Bob Schamber thanked Council for the work on Blakes Creek.

ADJOURNMENT: COUNCILMAN AL WALLS MADE THE MOTION FOR ADJOURNMENT AND THE MOTION WAS SECONDED BY COUNCILMAN BILL RACER. THE MOTION CARRIED.

DAVE CASEBOLT, MAYOR

RITA COX, RECORDER

1. Fire suppression personnel work twenty four (24) hour shifts or two (2) days.
2. Working day shall mean an eight (8) hour consecutive period of duty for members of a forty (40) hour work week.

B. FIRE DEPARTMENT SENIORITY shall be defined as, the starting date upon appointment as a Firefighter of the City of Nitro, WV and continuous services as a Nitro Firefighter, until retirement from the Nitro Fire Department.

C. LONGEVITY shall be defined as the total length of continuous service with the CITY, for employees governed by this agreement. Longevity shall be given to each member July 1st of each year.

D. WAGE COMMITTEE shall be defined as the bargaining committee elected by the members of LOCAL 1822

E. LABOR MANAGEMENT COMMITTEE shall be defined as at least three (3) members of LOCAL 1822 wage committee and the City Treasurer and City Recorder. These representatives shall have the authority to make recommendations to LOCAL 1822 and the employer.

F. ON DUTY shall be defined as any time period that an employee is being paid by the CITY and is performing assigned duties for the Nitro Fire Department.

G. MINIMUM MANNING shall be defined as the minimum number of twenty-four (24) hour suppression firefighters and officers that are on-duty and are able to respond to any emergency situation located in the City of Nitro Run Area while on duty.

H. PENSION PLAN shall be defined as the present plan required by the State of West Virginia, for paid Fire and Police Departments, provided they are the same. If they are different, then the plan set forth for paid Fire Department shall be followed.

I. FIRE MARSHAL/CODE ENFORCEMENT DIVISION shall be defined as and responsible for the administering compliance with and the enforcement of the adopted state fire and building codes, as amended. The code official shall be a sworn member of the Nitro Fire Department holding a rank of Captain. Additional personnel shall be authorized by the fire chief.

J. A DAY shall be defined as a twelve (12) hour period or half shift for members on shift.

K. EQUAL TIME shall be defined as a day twelve (12) hour period with regular pay allowed to members on shift duty for each legal holiday which falls on their regular scheduled days off.

L. **WORKING STRUCTURE FIRE** shall be defined as a fire involving the structural components of various types of residential, commercial or industrial buildings, in such a manner that requires the additional efforts of automatic or mutual aid departments to render assistance.

ARTICLE 2

RECOGNITION

The CITY recognizes, insofar, as said employer is permitted to do so under and by virtue of the laws of the State of West Virginia, the International Association of Fire Fighters, LOCAL 1822, as the bargaining agent for all members of the NITRO FIRE DEPARTMENT.

ARTICLE 3

GENERAL PROVISIONS

NON DISCRIMINATION

- A. LOCAL 1822 recognizes its responsibility as the bargaining agent and agrees to represent; all members employed by the Nitro Fire Department, in the bargaining unit without discrimination or interference.
- B. LOCAL 1822 shall share equally with the CITY, the responsibility of applying this provision of the agreement. The CITY and Union also agree to continue to work affirmatively in implementing their mutual objective of integration of the City's work force, provided that the high standards and integrity of the Nitro Fire Department are not compromised. All references to Firefighter in the agreement designate both sexes and whenever the male gender is used it shall be construed to include male and female employees.
- C. The provisions of the agreement shall be applied equally to all LOCAL 1822 members in the bargaining unit without discrimination as to:
 - Age
 - Sex
 - Marital status
 - Race
 - Color
 - Creed
 - National origin

- Disability
- Veteran status
- Political affiliation

CONTRACT DISPUTES

If during the life of this agreement there is a difference of opinion on the interpretation and/or a violation of the contract language, the same shall be brought to the attention of the Mayor/City Recorder, within thirty (30) calendar days, in written form, outlining the provisions and LOCAL 1822 position regarding the provision or provisions in question. The Mayor/City Recorder shall provide a written statement of the City's position to LOCAL 1822 within thirty (30) days of notification. The labor Management Committee shall meet within thirty (30) days of the CITY'S receiving the written statement to attempt to resolve the issue. If the labor Management Committee cannot resolve the issue, they shall submit the issue to a board consisting of LOCAL 1822 bargaining members, both members of the Fire committee plus (2) two members of council to try and render a decision. In such manner a decision is not agreed upon then the issue shall go before an arbitration board. The arbitration board shall be FMCS, Federal Mediation Conciliation Service. At this time there will be a request for a list of five possible arbitrators from FMCS, each side will strike two names leaving one arbitrator which will decide the case. The losing party shall pay for the entire cost of the binding arbitration. The arbitration decision shall be final and shall only be subject to limited judicial review under the West Virginia Supreme Court precedent for limited judicial review of arbitration awards.

ENTIRE AGREEMENT

The express provisions of this Contract constitute the entire agreement between the parties and no other representatives shall be made. This agreement can only be added to or modified by a document in writing, signed by the parties thereto. All other rights of management are inherently retained by the CITY unless modified in accordance with this provision.

CHOICE OF LAWS

- A. In addition to the remedies provided for in this Contract any employment issues shall be governed by the laws of the United States of America, State of West Virginia and Civil Service rules and regulations where applicable.
- B. If an employment issue is alleged to be both a violation of this Contract and Federal, State and/or Civil Service rules and regulations, the parties shall first attempt to resolve the issue through the procedure provided in this Contract. However, the parties understand that various provisions of Federal, State and/or Civil Service rules and regulations contain deadlines that must be followed to preserve claims and the parties shall cooperate in following said deadlines while exhausting the procedures provided for in this Contract.

MANAGEMENT RIGHTS

- A. It is agreed that the Employer reserves all the customary rights, privileges, or authority of management, except as modified by the terms of this Agreement including, but not limited to, the following:
 - 1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure;
 - 2. Direct, supervise, evaluate, or hire employees;
 - 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 - 4. Determine the overall methods, process, means or personnel by which governmental operations are conducted;
 - 5. Suspend, discipline, demote or discharge for just cause; or lay off, transfer, assign, schedule, promote or retain employees;
 - 6. Determine the adequacy of the workforce;
 - 7. Determine the overall mission of the Employer as a unit of government;
 - 8. Effectively manage the workforce; and
 - 9. Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE 4

WAGE, BENEFIT AND INCENTIVES

WAGE OPENER

The wage committee shall be the sole representatives of the LOCAL 1822 authorized to meet with the CITY. The CITY shall not recognize any member of LOCAL 1822 who wishes to discuss wage and benefit issues that does not have the approval of the President of LOCAL 1822. There shall be an annual wage re-opener discussion between the parties in January and no later than the last day of February to allow LOCAL 1822's input with respect to a wage increase prior to the city council decision regarding wage increases. The CITY also agrees to make all public financial records available to LOCAL 1822 upon request at no cost. Local 1822 agreed to send out a reminder letter prior the process.

INSURANCE OPENER

The wage committee shall be the sole representatives of LOCAL 1822 authorized to meet with the CITY. There shall be an annual insurance re-opener discussion between the parties in January and no later than the last day of February to allow LOCAL 1822's input with respect to insurance costs and/or benefits prior to City Council decision regarding insurance benefits and possible increases. Increases shall be no more then what PEIA'S recommended increase would be or an across the board city increase in premiums which-ever is less. Local 1822 has agreed to send out a reminder letter prior to the process.

COMPOSITION AND ORGANIZATION OF DEPARTMENT

- A. The Nitro Fire Department shall include the fire suppression division, the fire marshal/building inspection division **until March 13, 2017**, and the fire administration division (to currently include the Fire Chief), with such personnel having such ranks and grades as shall from time to time be budgeted by city council.
- B. The organization of the Nitro Fire Department shall be as prescribed by the fire chief, except as may be provided otherwise by the mayor.
- C. The Nitro Fire Department Civil Service Commission is authorized to establish the existing and/or future rank structure budgeted by the council to provide for the orderly efficient operation of the Nitro Fire Department in accordance with **Section 15, Article 15, Chapter 8 of the Code of West Virginia, as amended**. The fire chief may petition the Nitro Fire Department Civil Service Commission to effectuate the placement of rank structure of the Nitro Fire Department from time to time as necessary.
- D. The Nitro Fire Department on March 13, 2017, shall consist of the following ranks or grades: Fire Chief, ~~(5)~~ **(4)** Captains, (3) Lieutenants, ~~(5)~~ **(6)** Firefighters and Fire

Marshal/Code Enforcement Division until March 13, 2017 (currently holding the rank of Captain). The City Council shall budget the number of paid on call firefighters. All three suppression shifts shall consist of four (4) members, with one (1) swing Captain. Totals number of staff shall include 13 Suppression Firefighters working on shifts and 1 Fire Chief working a 40 hour week.

E. A Captain shall be assigned to "SWING" duty and shall be assigned by the fire Chief to cover assignments on all three (3) shifts. This position will primarily be used to cover for absent Company Officers or other positions due to vacation, Kelly Shift, sickness or illness of another uniform member of the Nitro Fire Department. If in the event there is a vacancy declared in the Captains position of the Nitro Fire Department and that none of the three lieutenants have completed their required two years in grade before promotion, the Swing Captain position shall be made into a swing firefighter position. At the time the lieutenants have held their current rank for two (2) years, then a Captain's promotion shall be given and the Swing position shall once again be filled by a Captains rank.

E. A Captain shall be assigned to "SWING" duty and shall be assigned by the Fire Chief to cover assignments on all three (3) shifts. This position will primarily be used to cover for absent Company Officers or other positions due to vacation, Kelly shifts, sick leave of another uniform member of the Nitro Fire Department. If in the event there is a vacancy declared in the Captains position of the Nitro Fire Department and none of the current Lieutenants are eligible for the Captains promotion in accordance with Civil Service Rules, the "SWING" Captain position shall be assigned to the senior most Lieutenant at the Nitro Fire Department, until which time one or more of the current Lieutenants are eligible to test for the Captains promotion. Subsequently, a Captains promotion shall be given and the "SWING" position shall once again be filled by a Captains rank.

F. At which point the Nitro Fire Department has a vacancy at either the Fire Administration Division, Code Enforcement/Building Department Division, or the Fire Suppression Division, the City of Nitro shall hire another Fire Suppression member for the Fire Department within 45 days. In the event that the Civil Service Hiring list has expired or has been voided /annulled due to a lack of qualified candidates, in accordance with Civil Service Rules, an additional 60 days shall be allowed for the City of Nitro to hire a qualified candidate, not to exceed a total of 105 days to rehire. Nothing in this contract shall stop the City of Nitro from hiring members of the fire department in advance for known attrition as they see fit. The above hiring timelines may be waived if both parties agree in writing in the form of an amendment.

REORGANIZATION

In the event that the City conducts a department wide reorganization of any City department, the City agrees that, if requested, the City will meet with the Executive Board of LOCAL 1822 to discuss such reorganization.

WAGES AND INCENTIVES

- July 1st
 A. As of July 1, 2016, the following shall be the wage scale for members of the Nitro Fire Department: The total below includes a 2% raise for each Fire Department employee immediately, with an additional 1% raise to be added each full year on July 1st beginning on July 1, 2017 and continuing for every year this contract is in effect.

	Annually		OT Rate
Fire Chief	\$55,738.80	\$ 19.85 per hour	\$29.78
Captain	\$44,591.04	\$15.88 per hour	\$23.82
Lieutenant	\$40,294.80	\$14.35 per hour	\$21.52
Journeyman FireFighter	\$38,469.60	\$13.70 per hour	\$20.55
Apprentice FireFighter II	\$37,318.32	\$13.29 per hour	\$19.94
Apprentice FireFighter I	\$36,560.16	\$13.02 per hour	\$19.53
Probationary Firefighter (6months)	\$35,773.92	\$12.74 per hour	\$19.11
Probationary FireFighter	\$35,380.80	\$12.60 per hour	\$18.90
Paid on Call FireFighter		\$10.00 per hour	

- B. The following incentives will be paid to members of the Nitro Fire Department annually, for obtaining the following training or skills. All training must be current with annual recertifications met in accordance with the agreed standards in Appendix A:

Emergency Medical Technician- Basic (EMT-B)	\$0.20 per hour	\$560.00 annually
Hazmat Technician	\$0.05	\$140.00

SCUBA OR Swift Water Technician	\$0.10	\$280.00
USAR Team Member OR Ropes 2 / High-Angle Rescue	\$0.05	\$140.00

The total if each member has all incentives will be a total of \$1120.00 per person

- C. An incentive check in the full earned amount, shall be given to each uniformed member of the Nitro Fire Department, who has obtained the specific incentives listed above by November 1st of each year. Resolution #7 and Appendix A outlines the agreed process for obtaining incentive pay
- D. Longevity pay- Captains, Lieutenants and Fire Fighters shall be paid \$500.00 per year for the first five (5) years and \$250.00 per year for every year after. Chief's is \$500.00 per year throughout.
- E. When a member works overtime, under West Virginia State Code, and such overtime is performed on a legal holiday, he/she is entitled to premium compensation for those hours worked. (IAFF Vs City of Morgantown) and (Wells Vs City of Fairmont)

Proposed 2017 Budget for Fire Suppression on Wages

Chief	\$55,738.80
(5) (4) Captains	\$178,364.16
(3) Lieutenants	\$120,884.40
(2) (3) Journeyman FireFighter I (+3yr)	\$115,408.80
(1) Apprentice FireFighter II (2yr)	\$37,318.32
(1) Apprentice FireFighter I (1yr)	\$36,560.16
(1) Probationary Firefighter (+6months)	\$35,773.92
(0) New Hire Probationary FireFighter	\$0
Subtotal	\$580,048.56
10.5% Overtime budget	\$57,329.28

~~The average is based on a Lieutenants "OT" Overtime rate one hundred eleven (111) twenty four (24) hour shifts per year. (9) Nine shifts a month.~~

~~Maximum Incentive Payment \$16,800.00~~

~~\$ 74,129.28~~

~~Total \$ 654,177.84~~

STEP-UP-PAY

Whenever step-up-pay occurs that a Company Officer (Captain) is unavailable for his shift, the Lieutenant assigned to that shift shall act in the capacity of the Company Officer (Captain) and shall be compensated at a rate equal to that Captain.

If a Captain or Lieutenant is called in for overtime to cover for the absent Company Officer, the member shall do so at ~~their~~ Captain's ~~agreed~~ regular overtime rate.

Upon the absence of a Lieutenant, there shall be no step-up-pay for the firefighter on duty. This provision shall be revisited if the City of Nitro opens a second (2) Fire Station and the duties of a lieutenant change.

An officer, either a Captain or Lieutenant, must be on-duty per shift. Firefighters are prohibited from acting as Company Officers.

ARTICLE 5

SCHEDULE AND WORK HOURS

- A. Twenty four (24) hour shift personnel will work a fifty four (54) hour work week. They will work on three (3) shifts. This shall consist of working nine (9) twenty four (24) hour shifts, two hundred sixteen (216) hours in a thirty (30) day cycle, with "Kelly" shift every tenth (10th) shift to reduce the total number of hours worked to a fifty four (54) hour a week average. Each member should receive twenty one (21) days off-duty during the thirty (30) day cycle.
- B. Forty (40) hour a week members shall work Monday-Friday, 8am-4pm, unless otherwise directed by orders of the Fire Chief.

ARTICLE 6

LEGAL HOLIDAYS

- A. The following day's shall be regarded, treated, and observed as legal holidays
1. January 1st, New Year's Day
 2. The 3rd Monday of January, Martin Luther King's Birthday
 3. The third (3rd) Monday of February, Presidents Day
 4. The last Monday in May, Memorial Day
 5. June 20th, West Virginia Day
 6. July 4th, Independence Day
 7. The 1st Monday of September, Labor Day
 8. The 2nd Monday of October, Columbus Day
 9. November 11th, Veterans Day
 10. The 4th Thursday and 4th Friday of November, Thanksgiving Day Holidays
 11. The 4th Friday of November, Thanksgiving Day Holiday (ADD THE NUMBER 12 below)
 12. December 25, Christmas Day

B. Any national, state or other election day throughout the district or municipality wherein the election is held, provided, that if a special or other election of a political subdivision other than the City may choose not to recognize the day of the election as a holiday if a majority of the City of Nitro council votes not to recognize the day of the election as a holiday; and

C. All days which may be appointed or recommended by the mayor, the governor or the President of the United States as ^{and} day^s of thanksgiving ^{and the results in a} or ~~for~~ general cessation of business. When any of such day^s or date^s falls on Saturday or Sunday, either the preceding Friday of the succeeding Monday shall be regarded, treated and observed as such legal holiday.

D. The shift that is on-duty from 0800hrs on the day of the actual Holiday listed above, regardless of when the City Hall closes for the observation, shall be entitled to time and a half of their normal pay rate for a period of one (1) day twelve (12) hours.

E. To ensure equal time off among the different shifts at the Nitro Fire Department, during Non-National Election years, each uniformed member of the Nitro Fire Department on a twenty four (24) hour shift, shall be granted nine (9) day's four and one half (4.5) shifts of time off. During National Election years, each uniformed member of the Nitro Fire Department on a twenty four (24) hour shift shall be granted eleven (11) day's five and one half (5.5) shifts of time. For each special holiday, each day of Thanksgiving observed, or each election day observed, an additional twelve (12) hours off shall be granted to each member of the Department working a twenty four (24) hour shift.

- F. Uniformed members of the Nitro Fire Department working a forty (40) hour week who are required to work on a legal holiday shall be paid for an extra eight (8) hours at their regular hourly rates.
- G. If the legal holiday falls on their regularly scheduled day off, they shall be allowed equal time off, which may be taken in conjunction with their annual vacation leave or at such time as approved by the fire chief or his designee.
- H. Closing of City Hall for weather, repairs, maintenance or other emergencies shall not constitute a Holiday under this article

ARTICLE 7

SICK LEAVE

- A. All uniformed members and ranks of the Nitro Fire Department shall be entitled to and granted sick leave, when and if needed, with full pay. Such leave is to be computed on the basis of one (1) day twelve (12) hours or working day eight (8) hours for each completed calendar month of service or a majority of the month.
- B. When a sworn member of the Nitro Fire Department retires, the member will have the privilege of converting any accrued sick leave to insurance benefits based on the formula provided by PEIA. The City Treasurer shall provide Local 1822 an updated PEIA conversion formula annually.
- C. No policy shall take away from any benefits in the above paragraph (B).
- D. All members and ranks of the Nitro Fire Department shall be entitled to use up to two (2) sick leave shifts (48 hours) for the birth of their new child or for a newly adopted child(ren). The City of Nitro considers that a period of leave is important for the well-being of both the parent and the child.

ARTICLE 8

ANNUAL VACATION LEAVE

- A. On or after April 1, 2016, each uniformed member of the nitro fire department shall be entitled to receive annual vacation leave with pay as follows:
Suppression members/ 40 hour a week members:
 - 1. Four (4) shifts or eight (8) days per calendar year, if employed more than one (1) year, for the first three (3) years of service.
 - 2. Six (6) shifts or twelve (12) days per calendar year, if employed more than three (3) years, for the first ten (10) years of service.

3. Eight (8) shifts or sixteen (16) days per calendar year, if employed more than ten (10) years or less than fifteen (15) years of service.
4. Any member that already have five (5) years of service at the time of execution of this contract, shall be grandfathered into the eight (8) shifts of annual vacation. Anyone with less than five (5) years of service shall follow the vacation scheduled in this contract.

Any Member on a forty hour work week:

1. Monthly credit of 1 ¼ working day's during the first ten (10) years of service.
 2. Monthly credit of 1 2/3 working day's for those with ten (10) or more years of service.
- B. Such leave shall not be cumulative from year to year. It must be taken within the fiscal year earned in accordance with the schedule established by the Fire Chief or be forfeited.

ARTICLE 9

FUNERAL LEAVE WITH PAY

In case of death of the spouse, child, mother, father, brother, sister, step-father, step-mother, father-in-law or mother-in-law, or in the case of death of any other relative residing in the immediate household, the member shall be allowed one (1) shift or three (3) working day's of funeral leave with regular pay. In case of the death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, aunt, uncle, nephew, niece or first cousin of the member or spouse, the member shall be allowed one (1) day or working day of funeral leave with regular pay; however, the fire chief may allow the member to use three (3) day's or working day's of his accumulated sick leave in case of the death of any of the persons designated in this section.

ARTICLE 10

UNIFORMS AND PROTECTIVE CLOTHING

- SEPT 15th*
- A. The City agrees to give each Fire Department employee \$1000.00 per person annually on August 1st of each year and shall remain at that amount. *uniforms and protective clothing*
 - B. Uniform(s) apparel and or Equipment can be purchased by all members of the Nitro Fire Department, from a supplier that the City has an account with. Member's can

why pay \$1000 to fire fighters if the city pays for apparel or equipment

purchase items up to the specified dollar amount and the City will be billed for the charges.

- C. Member's may purchase Uniform(s) apparel and or equipment from and independent supplier (up to a specified dollar amount) and submit the receipt for reimbursement. Reimbursement will only be made up to the specified dollar amount. \$1600
- D. The City of Nitro shall furnish all new employees equipment including helmet, bunker coat, bunker pants, bunker boots, suspenders, gloves, flash light and all required personnel protective equipment (PPE) and shall replace all equipment damaged, destroyed or stolen. The equipment furnished by the City under this section is, and shall remain the property of the City of Nitro and shall be issued prior to the employee's First (1) day of duty.
- E. Protective firefighting equipment shall be replaced by the City of Nitro when it become's unserviceable and non-protective in the performance of duty.
- F. The uniforms to be worn on duty shall be at the discretion of the fire chief.
- G. Upon the request of any member of the Nitro Fire Department he/she may request uniform allowance in a one time payment that shall be taxed appropriately.

TRADING SHIFTS AMONG MEMBERS

To help eliminate unnecessary absence from duty, The City of Nitro will allow members of the Nitro Fire Department to trade shifts with one another to allow a member to be off of a scheduled shift. Shift traded must be approved by the Fire Chief or his designee. Time trades shall be based on the following conditions:

- A: At no time shall a shift trade require the City of Nitro to absorb any financial cost. This includes overtime and step up pay.
- B: No shift trade shall be approved that would leave no officer (Captain or Lieutenant) on-duty for the shift
- C: Members shall be allowed to trade with any member regardless of rank, in as so much it does not violated a section of the agreement.
- D: Shift trades shall be paid back within twelve (12) months of the original trade.
- E: Members of Local 1822 agree to a working agreement amongst themselves that if a shift trade between two (2) members would cause a third members to accept Company Officers responsibility, then that third member will not receive step-up-pay from the City of Nitro.

F. It shall be Local 1822 responsibility to ensure that it's members pay back time owed to other members.

G. All shift trade requests shall be made using the Fire Manager Program, or in some expedient electronic manner to inform the Fire Chief, in writing, that the Trade Request has been agreed to and the shift will be filled and by whom. Appropriate examples are to email or text the Fire Chief the above information.

H. All Fire Department Suppression members shall be entitled to, beginning every year on July 1, two (2) Personal Shifts (48 hours), to use at their discretion for any reason. There will be no annual carryover for the above benefit. All time taken in the form of a Personal Shift by the member, shall be paid back in the form of Overtime worked, with no compensation, within 60 days of the shift taken. If within 60 days, the member has not voluntarily worked an Overtime shift to repay the Personal Shift benefit utilized, the Fire Chief shall assign the member to an available Overtime shift within an additional 60 days. (Within 120 days of the benefit utilized)

Still has problems pay with no work?

ARTICLE 11

MANPOWER

The City of Nitro agrees to employ a minimum manning number of three (3) Firefighters, including an on duty officer on duty per suppression shift, when such number would fall below three (3) then off- duty members would be called to fill the vacancy and paid overtime at the rate of one and one half (1 ½) their normal rate of pay.

CALL IN OF OFF DUTY PERSONNEL

- A. Being obligated to provide the citizens of Nitro with immediate fire protection, the highest in command on duty shall be authorized to call in off-duty personnel in emergency situations.
- B. It shall be the responsibility of all Nitro Fire Department personnel to make themselves available as possible.
- C. Every Firefighter called in for an emergency shall be compensated their normal rate of overtime pay, for a minimum of two (2) hours. Every Firefighter shall be compensated their normal rate of overtime pay, for a minimum of four (4) hours, for all working structure fires. The Fire Chief will be the final determination of a working structure fire if there is a dispute. The above applies to Paid-On Call Firefighters.

- D. All called in Firefighters shall be released by the Chief or Officer in charge if it is deemed they are no longer needed.
- E. The following will be the guidelines for the callout of off duty personnel. The Shift Commander shall always have the final discretion to call for additional manpower.
 - 1. Motor vehicle crash with entrapment
 - 2. ~~House~~ **Structure** fires
 - 3. I-64 east and west bound from the 44mm-47mm
 - 4. Nitro market place
 - 5. Tri-state casino
 - 6. Any mutual aid automatic or requested
 - 7. **All vehicle fires**
- F. Three (3) men are guaranteed at all times on a fire suppression shift. The said parties of this agreement acknowledge that no personnel shall take off for training on a shift and create overtime, unless it is deemed immediately necessary by the Fire Chief to properly train personnel.
- G. Personnel shall be allowed to trade shift time with other members of the department, but must be approved with a shift trade request form and signed by all parties involved in the trade. The trade shall not cost the city any overtime or step-up pay as a result of the trade.

ARTICLE 12

DRUG TESTING POLICY

The said parties of the said agreement agree to a safety sensitive random drug testing policy that the City of Nitro shall set forth.

ARTICLE 13

PENSIONS

The City of Nitro shall maintain the pension plan presently required by State Law for paid Firefighters, or shall maintain a said plan as it shall be modified, amended or re-enacted by the State Law of West Virginia. **No later than June 1, 2016, The City of Nitro shall change pension plans from the Conventional Plan to the Optional Plan.**

ARTICLE 14

SERVERABILITY

If any provision of this memo of understanding is determined to be invalid or illegal by a court of competent jurisdiction, then such provisions shall be severed from this agreement but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

Shall any change be made in any State Law, Civil Service Rule and Regulation, City Charter provision, which would be applicable, and contrary to any provision herein contained, then such portion of this Agreement shall be automatically terminated but the remainder of the Agreement shall remain in full force and effect. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

ARTICLE 15

RENEGOTIATION AND AGREEMENT

The parties to this Contract hereby agree that this said contract shall be into effect for the term of three (3) years and commencing at least sixty (60) days prior to the expiration of this Agreement, to bargain in good faith with regard to a successor. While negotiations are continuing, this Contract shall remain in full force and effect for such an additional period of time as is necessary to negotiate a successor contract. If at the conclusion of good faith bargaining of a successor agreement has not been reached, this said contract shall be sent to binding arbitration or, with the agreement of both parties, will go back in full effect for three (3) more years.

The CITY and the LOCAL 1822 are authorized to enter into negotiations and come to resolutions or amendments AT ANY TIME DURING THE CURRENT CONTRACT TERM, related to wage, benefit, incentives, labor relations, work condition, and contract changes, outside of the above outlined process, insofar as both of the above entities provide changes in writing in the form of an amendment applicable to the contract currently in effect. No changes lengthen or lessen the term of the contract in effect.

APPENDIX A

INCENTIVE PAY TRAINING REQUIREMENTS

HAZMAT TECHNICIAN

40-hour Hazardous Material Technician Initial Program with the 8 hour refresher training required under 29 CFR 1910.120 (q)(6)(iii) and (q)(8).

SCUBA

Obtain an Open Water Dive Card. Obtain six annual verified training dives with City of St. Albans Dive team OR obtain equivalent six annual verified training dives , approved by Fire Chief.

SWIFTWATER RESCUE TECHNICIAN

Obtain the initial 24 hour Swift water Rescue course. Recertify by obtaining the initial 24 hour course every 3 years.

EMT-B

Maintain the WVOEMS requirements for EMT-B Certification and Recertification. Maintain an unexpired EMT-B card.

US&R TECHNICIAN

Obtain Core Rope Rescue 40 hour or equivalent course as a prerequisite. Obtain US&R Technician 80 hour or equivalent course. Obtain minimum of 8 hours US&R related annual training to maintain competency approved by Fire Chief.

ROPES II / HIGH ANGLE / LEVEL II

Obtain Core Rope Rescue 40 hour or equivalent as a prerequisite. Obtain Ropes 1 and Ropes 2, or equivalent High Angle/ Level II certification.

LABER RELATIONS RESOLUTIONS

THE BELOW ARE RESOLUTIONS TO DISPUTES BETWEEN THE CITY OF NITRO AND LOCAL 1822:

1. The Local 1822 members will fully participate in all billing paperwork of emergency calls ran in an effort to maximize income for the City of Nitro.
2. No supervisor of a member of Local 1822 will change a certified time sheet of a Fire Fighter or Paid-On Call member without notifying the member in writing and providing a

basic explanation as to why their pay was deducted. Examples of acceptable forms of communication are working emails or texts.

3. The City of Nitro and the Local 1822 will enter into an in-house mediation process to encourage full disclosure and communication. The Local 1822 acknowledges that a member or group, who has a complaint or dispute, should utilize the chain of command to resolve said complaint or dispute. After which time this has been determined ineffective by the complainant, they may approach the Local 1822 to engage in a 4 step process; receiving a Super Majority of the union vote at a regularly scheduled union meeting where a quorum has been met, the bargaining committee should engage with the lowest level of the problem to include the member, then the member's shift commander, then the Fire Chief, then the City of Nitro Mayor. The Local 1822 will receive answer, in writing, from the Fire Chief, and if necessary, the City of Nitro Mayor as to their decision.
4. All City of Nitro city-wide pay increases, in excess of 1%, will be added as a one-time annual increase. i.e. If the City provides an increase of 2% to all City employees, they shall provide 1% to the Fire Department, in addition to the 1% annual increase in pay already established.
5. The SWING shift shall be implemented as it is intended, to primarily fill the vacant Captain's roles, and after that, vacant Lieutenant's roles.
6. In return for relinquishing the Building Department / Inspector / Fire Marshal position, and the Captain's position affiliated with the post, the City of Nitro will hire one (1) firefighter no later than July 1, 2016. Captain Ron King, holding the position of Building Inspector / Fire Marshal, will vacate the Building Department position no later than March 13, 2017. If Capt. King wishes to remain employed by the City of Nitro Fire Department after March 13, 2017, he may wish to do so in the role of a fire suppression firefighter on one of the three shifts that the Fire Chief assigns. Capt. King expresses his intent to retire from the fire department on March 13, 2017.
7. The fire department members will provide The City of Nitro representative with their incentive certificates, and the Fire Chief will verify their credentials relating Appendix A of this contract, no later than October 1 of each year. Any member not providing their portion of the annual verification by October 1st will not receive that year's incentive pay for each discipline's missing certificate.
8. IN CONSIDERATION of the CITY'S execution of this agreement the Union agrees not to instigate, sponsor, or promote any picketing, strike or work stoppage during the term of this agreement. Whereas the City of Nitro will not sponsor, promote or rumor any type of job cuts, wage deductions or staffing cuts during the term of this agreement.

*over 1%
the pay percentage
to the 1% increase shall be added
to the Fire Department
employees*

CITY ADMINISTRATION

Mayor/City Recorder _____ Date: _____

Vote by City Council _____ Date: _____

LOCAL 1822 OFFICERS

Local 1822 Pres. _____ Date: _____

Local 1822 V.P. _____ Date: _____

Local 1822 Sec/Treas. _____ Date: _____

DRAFT

ORDINANCE _____

An Ordinance to amend section 157-133, Article 157 of the Codified Ordinances of the City of Nitro, West Virginia, as amended, all relating to Civil Service (Police and Fire Excepted) Employment Provisions; establishing transition rules for the use of annual vacation with pay for specific employees.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NITRO, WEST VIRGINIA, that section 157-133 of the Codified Ordinances of the City of Nitro, West Virginia, as amended, be amended, all to read as follows:

ARTICLE 157

CIVIL SERVICE (POLICE AND FIRE EXCEPTED) EMPLOYMENT PROVISIONS

Sec. 157-133. Annual Vacation

(a) Employees employed with the City on or after January 1, 2016, may take annual vacation leave, subject to the following rules, and may not be take annual leave prior to having accumulated annual leave: Provided, that all City employees employed prior to January 1, 2016 shall not be subject to this section until January 1, 2018, except for the carryover limitation set forth in sub-section (b) of this section. Employees employed prior to January 1, 2016 shall be subject to the pre-existing annual vacation ordinance until January 1, 2018.

(1) The eligibility of full-time and part-time regular employees, including non-classified and classified employees, to receive a vacation with pay within the current calendar year shall be determined in accordance with the following schedule:

Net Credited Services as of the first day of the month containing the employee's employment anniversary date.	Vacation
(1) a. Less than six months	None
b. Six months or more but less than 12 months	4 hours per month of total service
(2) One year of more but less than 5 years	7 hrs./month
(3) Five years or more but less than 15 years	10 hrs./month
(4) Fifteen years of more	13.5 hrs./month

(2) Part-time employees earn half the vacation hours per month that full-time employees earn.

(b) An employee, regardless of hire date, may carry forward unused annual vacation from one year of employment to the next year of employment but may accumulate and carry forward no more than ~~200~~ 80 unused vacation hours at the end of any employment year. If an employee's services are terminated for any reason, including

his resignation, such employee shall be paid for accumulated annual vacation, but such payment shall be for no more than ~~200~~ 80 hours. No employee is entitled to any vacation with pay prior to becoming a regular employee. Any annual leave hours accumulated in excess of 80 hours are hereby forfeited at the time of the employee separation, except upon the event set forth in sub-section (f).

(c) An employee's weekly wages for vacation pay purposes shall consist of the basic weekly wage paid on the week prior to the vacation period.

(d) The minimum charge against annual vacation shall be 1 hour, and additional vacation shall be charged in multiples of such 1 hour increment.

(e) Annual vacation may be granted to an employee because of illness, provided all earned sick leave has been exhausted. Any approved Family Medical Leave Act (FMLA) leave may run concurrently with sick leave and vacation.

(f) In the event of death of an employee who has not used all of his/her earned annual vacation, payment for accumulated vacation shall be made to his heirs or estate.

(g) If a holiday is observed within the vacation period, that day shall not be counted as a vacation day for the employee on vacation.

(h) If an employee begins a leave of absence without first taking all earned vacation leave, such leave will begin to run immediately. When vacation leave has expired, the leave of absence officially begins and runs until the employee returns to work. Leave of absences shall be no longer than six months.

(i) Vacation request of employees shall be permitted to the extent permitted by work requirements, service conditions and availability of employees, as determined by the appointing authority.

(j) Any employee charged with or convicted of ~~a felony or~~ a crime relating to employment with the city, and who has been dismissed because of this misconduct, shall forfeit all of such accrued vacation hours.

(k) Any employee seeking to receive annual vacation of thirty-two or more consecutive hours must request it three weeks in advance. Supervisors must respond to such requests within one week. Any employees seeking annual leave of less than thirty-two consecutive hours must request such leave at least 48 hours in advance. Supervisors must respond to these requests within 24 hours of the request and may not cancel approved vacation unless in the event of an emergency. Supervisors may, at their discretion, grant request for leave that fail to meet the time requirements in this section. Where two or more employees request the same days as annual vacation and a request must be denied to ensure the efficient operation of the department, then annual vacation will be granted on the basis of seniority. However, if the same individuals again request annual leave on the same days, the supervisor may, in his discretion,

grant annual vacation to the individual with less seniority, as fairness dictates.

To the extent not otherwise indicated, this ordinance is effective on passage.

Passed on First Reading _____

Passed on Second Reading _____

David Casebolt, Mayor

Rita Cox, Recorder

City Of Nitro FY Current

Payroll Register

For the Period From Feb 1, 2016 to Feb 29, 2016

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID	Employee	Reference	Date	Pay Type	Pay Hrs	Gross
450	David K. Richardson	43477	2/2/16	Regular	80.00	2,361.11
450	David K. Richardson	43477	2/2/16	Overtime	5.00	
450	David K. Richardson	43477	2/2/16	Holiday	8.00	
450	David K. Richardson	43477	2/2/16	BuyOutAccumLeav	16.00	
452	Clark A. Greene	43478	2/2/16	Regular	76.00	2,390.04
452	Clark A. Greene	43478	2/2/16	Holiday	16.00	
452	Clark A. Greene	43478	2/2/16	BuyOutAccumLeav	16.00	
459	Richard L. Foster	43479	2/2/16	Regular	80.00	2,787.18
459	Richard L. Foster	43479	2/2/16	Overtime	6.00	
459	Richard L. Foster	43479	2/2/16	HolidayWork	12.00	
459	Richard L. Foster	43479	2/2/16	BuyOutAccumLeav	16.00	
461	Timothy A. Jarrell	43481	2/2/16	Regular	80.00	2,341.58
461	Timothy A. Jarrell	43481	2/2/16	Overtime	5.50	
461	Timothy A. Jarrell	43481	2/2/16	SickLeave	12.00	
461	Timothy A. Jarrell	43481	2/2/16	BuyOutAccumLeav	16.00	
497	Chastity Buckland-Walsh	43482	2/2/16	Regular	4.50	39.38
526	Ronnie A. King	43483	2/2/16	Regular	72.00	2,018.87
526	Ronnie A. King	43483	2/2/16	Holiday	8.00	
612	Robert E. Lewis	43485	2/2/16	Regular	72.00	2,606.28
612	Robert E. Lewis	43485	2/2/16	Overtime	34.00	
612	Robert E. Lewis	43485	2/2/16	Holiday	8.00	
624	Alex M. Hill Sr.	43486	2/2/16	Regular	72.00	1,766.40
624	Alex M. Hill Sr.	43486	2/2/16	Overtime	40.00	
624	Alex M. Hill Sr.	43486	2/2/16	Holiday	8.00	
698	Terry W. Skyles	43487	2/2/16	Regular	72.00	976.00
698	Terry W. Skyles	43487	2/2/16	Overtime	8.00	
698	Terry W. Skyles	43487	2/2/16	Holiday	8.00	
699	James E. McNealy	43488	2/2/16	Regular	72.00	976.00
699	James E. McNealy	43488	2/2/16	Overtime	8.00	
699	James E. McNealy	43488	2/2/16	Holiday	8.00	
713	Joseph M. Jones	43489	2/2/16	Regular	72.00	976.00
713	Joseph M. Jones	43489	2/2/16	Overtime	8.00	
713	Joseph M. Jones	43489	2/2/16	Holiday	8.00	
721	John D. McNealy	43490	2/2/16	Regular	56.00	976.00
721	John D. McNealy	43490	2/2/16	Overtime	8.00	
721	John D. McNealy	43490	2/2/16	Holiday	8.00	
721	John D. McNealy	43490	2/2/16	SickLeave	16.00	
724	Kenneth D. Lucas	43491	2/2/16	Regular	72.00	1,463.02
724	Kenneth D. Lucas	43491	2/2/16	Overtime	57.00	
724	Kenneth D. Lucas	43491	2/2/16	Holiday	8.00	
735	Raymond G. Layher	43492	2/2/16	Regular	8.00	244.96
735	Raymond G. Layher	43492	2/2/16	Overtime	8.00	
735	Raymond G. Layher	43492	2/2/16	Holiday	8.00	
736	Chad T. Morris	43493	2/2/16	Regular	72.00	804.96
736	Chad T. Morris	43493	2/2/16	Overtime	8.00	
736	Chad T. Morris	43493	2/2/16	Holiday	8.00	
823	Jennifer M. Price	43494	2/2/16	Regular	72.00	1,002.17
823	Jennifer M. Price	43494	2/2/16	Overtime	3.00	
823	Jennifer M. Price	43494	2/2/16	Holiday	8.00	
825	Kirsten D. Spangler	43495	2/2/16	Regular	15.50	135.63
540	Rob C. Ely	43496	2/2/16	IncentivePay	1.00	560.00
125	John H. Young	DIRDEP6789	2/2/16	Salary		1,685.60
129	Kristina D. Raynes	DIRDEP6790	2/2/16	Salary		883.33
130	Richard W. Walters	DIRDEP6791	2/2/16	Salary		783.33
142	Mary R. Cox	DIRDEP6792	2/2/16	Salary		961.53

**City Of Nitro FY Current
Payroll Register**

For the Period From Feb 1, 2016 to Feb 29, 2016

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID	Employee	Reference	Date	Pay Type	Pay Hrs	Gross
143	David A. Casebolt	DIRDEP6793	2/2/16	Salary		1,461.53
255	Mary B. Burt	DIRDEP6794	2/2/16	Regular	72.00	1,351.20
255	Mary B. Burt	DIRDEP6794	2/2/16	Holiday	8.00	
285	Kathy J. Hudson	DIRDEP6795	2/2/16	Regular	64.00	719.20
285	Kathy J. Hudson	DIRDEP6795	2/2/16	Holiday	8.00	
285	Kathy J. Hudson	DIRDEP6795	2/2/16	Vacation	8.00	
286	Kelly S. Hardman	DIRDEP6796	2/2/16	Regular	64.00	1,060.80
286	Kelly S. Hardman	DIRDEP6796	2/2/16	Holiday	8.00	
286	Kelly S. Hardman	DIRDEP6796	2/2/16	Vacation	8.00	
326	Connie L. Smith	DIRDEP6797	2/2/16	Regular	73.00	1,513.09
326	Connie L. Smith	DIRDEP6797	2/2/16	Holiday	10.00	
368	Amy D. Fulks	DIRDEP6798	2/2/16	Regular	72.00	1,271.56
368	Amy D. Fulks	DIRDEP6798	2/2/16	Overtime	2.00	
368	Amy D. Fulks	DIRDEP6798	2/2/16	Holiday	8.00	
441	Donald A. Scurlock	DIRDEP6799	2/2/16	Regular	10.00	1,916.00
441	Donald A. Scurlock	DIRDEP6799	2/2/16	Holiday	8.00	
441	Donald A. Scurlock	DIRDEP6799	2/2/16	AnnualLeave	62.00	
444	Brian J. Oxley	DIRDEP6801	2/2/16	Regular	80.00	3,058.92
444	Brian J. Oxley	DIRDEP6801	2/2/16	Overtime	17.00	
444	Brian J. Oxley	DIRDEP6801	2/2/16	HolidayWork	6.00	
444	Brian J. Oxley	DIRDEP6801	2/2/16	BuyOutAccumLeav	16.00	
448	Eric B. Whitney	DIRDEP6803	2/2/16	Regular	80.00	2,286.18
448	Eric B. Whitney	DIRDEP6803	2/2/16	Overtime	8.00	
448	Eric B. Whitney	DIRDEP6803	2/2/16	HolidayWork	6.00	
448	Eric B. Whitney	DIRDEP6803	2/2/16	BuyOutAccumLeav	16.00	
458	Christopher K. Fleming	DIRDEP6804	2/2/16	Regular	80.00	2,464.68
458	Christopher K. Fleming	DIRDEP6804	2/2/16	Overtime	6.00	
458	Christopher K. Fleming	DIRDEP6804	2/2/16	HolidayWork	6.00	
458	Christopher K. Fleming	DIRDEP6804	2/2/16	BuyOutAccumLeav	16.00	
463	Jason J. Garbin	DIRDEP6805	2/2/16	Regular	80.00	1,859.32
463	Jason J. Garbin	DIRDEP6805	2/2/16	Overtime	4.00	
465	Howard R. Blake II	DIRDEP6806	2/2/16	Regular	80.00	2,018.15
465	Howard R. Blake II	DIRDEP6806	2/2/16	Overtime	5.00	
465	Howard R. Blake II	DIRDEP6806	2/2/16	Holiday	8.00	
465	Howard R. Blake II	DIRDEP6806	2/2/16	BuyOutAccumLeav	16.00	
468	Ron L. Clay	DIRDEP6807	2/2/16	Regular	48.00	2,128.74
468	Ron L. Clay	DIRDEP6807	2/2/16	HolidayWork	6.00	
468	Ron L. Clay	DIRDEP6807	2/2/16	SickLeave	36.00	
468	Ron L. Clay	DIRDEP6807	2/2/16	BuyOutAccumLeav	16.00	
471	Justin M. Raynes	DIRDEP6808	2/2/16	Regular	80.00	2,764.00
471	Justin M. Raynes	DIRDEP6808	2/2/16	Overtime	16.00	
471	Justin M. Raynes	DIRDEP6808	2/2/16	HolidayWork	12.00	
471	Justin M. Raynes	DIRDEP6808	2/2/16	BuyOutAccumLeav	16.00	
474	Mikel A. Clay	DIRDEP6809	2/2/16	Regular	80.00	1,704.48
474	Mikel A. Clay	DIRDEP6809	2/2/16	Overtime	10.00	
474	Mikel A. Clay	DIRDEP6809	2/2/16	HolidayWork	6.00	
475	Christopher D. Hastings	DIRDEP6810	2/2/16	Regular	80.00	1,630.72
475	Christopher D. Hastings	DIRDEP6810	2/2/16	Overtime	6.00	
475	Christopher D. Hastings	DIRDEP6810	2/2/16	HolidayWork	6.00	
476	Joseph R. Farry	DIRDEP6811	2/2/16	Regular	80.00	1,631.64
476	Joseph R. Farry	DIRDEP6811	2/2/16	Overtime	12.00	
477	Harold S. Walker	DIRDEP6812	2/2/16	Salary		2,326.93
478	Philip M. Owens	DIRDEP6813	2/2/16	Regular	80.00	1,248.80
479	Scott R. Reekie	DIRDEP6814	2/2/16	Regular	80.00	1,248.80
532	Jeffrey A. Elkins	DIRDEP6815	2/2/16	Salary		2,293.87

**City Of Nitro FY Current
Payroll Register**

For the Period From Feb 1, 2016 to Feb 29, 2016

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID	Employee	Reference	Date	Pay Type	Pay Hrs	Gross
534	Andrew W. Shinn	DIRDEP6817	2/2/16	Regular	84.00	2,124.96
534	Andrew W. Shinn	DIRDEP6817	2/2/16	Vacation	24.00	
534	Andrew W. Shinn	DIRDEP6817	2/2/16	HolidayWork	12.00	
536	Casey R. Mathes	DIRDEP6818	2/2/16	Regular	108.00	2,405.16
536	Casey R. Mathes	DIRDEP6818	2/2/16	Overtime	24.00	
538	Chad W. Mathes	DIRDEP6820	2/2/16	Regular	108.00	2,405.16
538	Chad W. Mathes	DIRDEP6820	2/2/16	Overtime	24.00	
540	Rob C. Ely	DIRDEP6822	2/2/16	Regular	108.00	2,329.66
540	Rob C. Ely	DIRDEP6822	2/2/16	Overtime	22.00	
541	Nathaniel W. Arthur	DIRDEP6824	2/2/16	Regular	108.00	1,928.94
541	Nathaniel W. Arthur	DIRDEP6824	2/2/16	Overtime	14.00	
542	Jonathan P. Atkins	DIRDEP6826	2/2/16	Regular	108.00	2,256.78
542	Jonathan P. Atkins	DIRDEP6826	2/2/16	Overtime	30.00	
543	Zachary G. Bonnett	DIRDEP6828	2/2/16	Regular	84.00	1,800.24
543	Zachary G. Bonnett	DIRDEP6828	2/2/16	Overtime	8.00	
543	Zachary G. Bonnett	DIRDEP6828	2/2/16	StepUpPay	24.00	
546	Carl D. Price	DIRDEP6829	2/2/16	Regular	108.00	2,105.52
546	Carl D. Price	DIRDEP6829	2/2/16	Overtime	24.00	
546	Carl D. Price	DIRDEP6829	2/2/16	HolidayWork	12.00	
548	Garrett M. Kiser	DIRDEP6830	2/2/16	Regular	108.00	1,454.76
548	Garrett M. Kiser	DIRDEP6830	2/2/16	Overtime	2.00	
549	James R. Setliff	DIRDEP6831	2/2/16	Regular	108.00	1,435.56
549	James R. Setliff	DIRDEP6831	2/2/16	Overtime	2.00	
550	Ronnie L. Harvey	DIRDEP6832	2/2/16	Regular	108.00	1,665.24
550	Ronnie L. Harvey	DIRDEP6832	2/2/16	Overtime	2.00	
550	Ronnie L. Harvey	DIRDEP6832	2/2/16	HolidayWork	12.00	
551	Patrick R. McCafferty	DIRDEP6833	2/2/16	Regular	72.00	1,397.28
551	Patrick R. McCafferty	DIRDEP6833	2/2/16	Vacation	36.00	
600	Alex M. Hill, Jr	DIRDEP6834	2/2/16	Salary		1,728.00
667	Jason S. Jones	DIRDEP6836	2/2/16	Regular	72.00	1,263.04
667	Jason S. Jones	DIRDEP6836	2/2/16	Overtime	8.00	
667	Jason S. Jones	DIRDEP6836	2/2/16	Holiday	8.00	
676	Michael W. Lamb	DIRDEP6837	2/2/16	Regular	72.00	1,237.94
676	Michael W. Lamb	DIRDEP6837	2/2/16	Overtime	11.00	
676	Michael W. Lamb	DIRDEP6837	2/2/16	Holiday	8.00	
684	Carl G. Hinkley	DIRDEP6838	2/2/16	Regular	72.00	976.00
684	Carl G. Hinkley	DIRDEP6838	2/2/16	Overtime	8.00	
684	Carl G. Hinkley	DIRDEP6838	2/2/16	Holiday	8.00	
703	Richard E. Easter, Jr.	DIRDEP6839	2/2/16	Regular	72.00	1,839.20
703	Richard E. Easter, Jr.	DIRDEP6839	2/2/16	Overtime	40.00	
703	Richard E. Easter, Jr.	DIRDEP6839	2/2/16	Holiday	8.00	
711	Gary R. McCallister	DIRDEP6840	2/2/16	Regular	72.00	1,620.80
711	Gary R. McCallister	DIRDEP6840	2/2/16	Overtime	40.00	
711	Gary R. McCallister	DIRDEP6840	2/2/16	Holiday	8.00	
729	Floyd G. Southall	DIRDEP6841	2/2/16	Regular	72.00	1,518.31
729	Floyd G. Southall	DIRDEP6841	2/2/16	Overtime	47.00	
729	Floyd G. Southall	DIRDEP6841	2/2/16	Holiday	8.00	
739	James K. Caudill	DIRDEP6842	2/2/16	Regular	72.00	927.44
739	James K. Caudill	DIRDEP6842	2/2/16	Overtime	12.00	
739	James K. Caudill	DIRDEP6842	2/2/16	Holiday	8.00	
739	James K. Caudill	DIRDEP6842	2/2/16	SickLeave	8.00	
740	Cody M. Southall	DIRDEP6843	2/2/16	Regular	72.00	804.96
740	Cody M. Southall	DIRDEP6843	2/2/16	Overtime	8.00	
740	Cody M. Southall	DIRDEP6843	2/2/16	Holiday	8.00	
822	Diana L. Godby	DIRDEP6844	2/2/16	Salary		1,300.00

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Employee ID	Employee	Reference	Date	Pay Type	Pay Hrs	Gross
826	Heather A. Kinder	DIRDEP6845	2/2/16	Regular	72.00	739.36
826	Heather A. Kinder	DIRDEP6845	2/2/16	Overtime	3.00	
826	Heather A. Kinder	DIRDEP6845	2/2/16	Holiday	8.00	
735	Raymond G. Layher	43498	2/10/16	Regular	8.00	131.25
735	Raymond G. Layher	43498	2/10/16	Vacation	7.00	
152	William R. Javins	43499	2/16/16	Salary		300.00
154	Albert L. Walls	43500	2/16/16	Salary		300.00
286	Kelly S. Hardman	43501	2/16/16	Regular	80.00	1,060.80
450	David K. Richardson	43502	2/16/16	Regular	80.00	2,160.76
450	David K. Richardson	43502	2/16/16	Overtime	4.00	
450	David K. Richardson	43502	2/16/16	BuyOutAccumLeav	16.00	
452	Clark A. Greene	43503	2/16/16	Regular	80.00	3,219.75
452	Clark A. Greene	43503	2/16/16	Overtime	33.00	
452	Clark A. Greene	43503	2/16/16	BuyOutAccumLeav	16.00	
458	Christopher K. Fleming	43504	2/16/16	Regular	80.00	2,432.25
458	Christopher K. Fleming	43504	2/16/16	Overtime	3.00	
458	Christopher K. Fleming	43504	2/16/16	BuyOutAccumLeav	16.00	
458	Christopher K. Fleming	43504	2/16/16	AnnualLeave	12.00	
459	Richard L. Foster	43505	2/16/16	Regular	80.00	2,549.25
459	Richard L. Foster	43505	2/16/16	Overtime	11.00	
459	Richard L. Foster	43505	2/16/16	BuyOutAccumLeav	16.00	
461	Timothy A. Jarrell	43507	2/16/16	Regular	80.00	2,582.30
461	Timothy A. Jarrell	43507	2/16/16	Overtime	21.50	
461	Timothy A. Jarrell	43507	2/16/16	BuyOutAccumLeav	16.00	
497	Chastity Buckland-Walsh	43508	2/16/16	Regular	12.00	105.00
526	Ronnie A. King	43509	2/16/16	Regular	48.00	2,018.87
526	Ronnie A. King	43509	2/16/16	Vacation	32.00	
600	Alex M. Hill, Jr	43511	2/16/16	Salary		1,728.00
612	Robert E. Lewis	43513	2/16/16	Regular	80.00	1,599.20
624	Alex M. Hill Sr.	43514	2/16/16	Regular	77.00	1,080.00
624	Alex M. Hill Sr.	43514	2/16/16	SickLeave	8.00	
667	Jason S. Jones	43515	2/16/16	Regular	80.00	1,100.80
676	Michael W. Lamb	43516	2/16/16	Regular	80.00	1,029.60
684	Carl G. Hinkley	43517	2/16/16	Regular	64.00	851.20
684	Carl G. Hinkley	43517	2/16/16	SickLeave	16.00	
698	Terry W. Skyles	43518	2/16/16	Regular	72.00	851.20
698	Terry W. Skyles	43518	2/16/16	SickLeave	8.00	
699	James E. McNealy	43519	2/16/16	Regular	80.00	851.20
703	Richard E. Easter, Jr.	43520	2/16/16	Regular	80.00	1,059.20
711	Gary R. McCallister	43521	2/16/16	Regular	77.00	991.60
711	Gary R. McCallister	43521	2/16/16	SickLeave	8.00	
713	Joseph M. Jones	43522	2/16/16	Regular	80.00	851.20
721	John D. McNealy	43523	2/16/16	Regular	80.00	851.20
724	Kenneth D. Lucas	43524	2/16/16	Regular	80.00	773.50
724	Kenneth D. Lucas	43524	2/16/16	Overtime	5.00	
729	Floyd G. Southall	43525	2/16/16	Regular	80.00	882.85
729	Floyd G. Southall	43525	2/16/16	Overtime	5.00	
736	Chad T. Morris	43526	2/16/16	Regular	80.00	700.00
739	James K. Caudill	43527	2/16/16	Regular	80.00	700.00
740	Cody M. Southall	43528	2/16/16	Regular	80.00	700.00
823	Jennifer M. Price	43529	2/16/16	Regular	80.00	948.80
825	Kirsten D. Spangler	43530	2/16/16	Regular	20.00	175.00
735	Raymond G. Layher	43531	2/16/16	BuyOutAccumLeav	73.00	638.75
125	John H. Young	DIRDEP6846	2/16/16	Salary		1,685.60
127	Brenda J. Tyler	DIRDEP6847	2/16/16	Salary		300.00

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142	Mary R. Cox	DIRDEP6848	2/16/16	Salary		961.53
143	David A. Casebolt	DIRDEP6849	2/16/16	Salary		1,461.53
151	William P. Racer	DIRDEP6850	2/16/16	Salary		300.00
153	Laurie J. Elkins	DIRDEP6851	2/16/16	Salary		300.00
155	Andrew D. Shamblin	DIRDEP6852	2/16/16	Salary		300.00
156	John E. Montgomery	DIRDEP6853	2/16/16	Salary		300.00
255	Mary B. Burt	DIRDEP6854	2/16/16	Regular	80.00	1,351.20
285	Kathy J. Hudson	DIRDEP6855	2/16/16	Regular	80.00	719.20
326	Connie L. Smith	DIRDEP6856	2/16/16	Regular	80.50	1,649.82
326	Connie L. Smith	DIRDEP6856	2/16/16	SickLeave	10.00	
368	Amy D. Fulks	DIRDEP6857	2/16/16	Regular	80.00	1,225.60
441	Donald A. Scurlock	DIRDEP6858	2/16/16	Regular	27.00	1,916.00
441	Donald A. Scurlock	DIRDEP6858	2/16/16	AnnualLeave	53.00	
444	Brian J. Oxley	DIRDEP6860	2/16/16	Regular	80.00	2,812.80
444	Brian J. Oxley	DIRDEP6860	2/16/16	Overtime	16.00	
444	Brian J. Oxley	DIRDEP6860	2/16/16	BuyOutAccumLeav	16.00	
448	Eric B. Whitney	DIRDEP6862	2/16/16	Regular	80.00	2,110.32
448	Eric B. Whitney	DIRDEP6862	2/16/16	Overtime	8.00	
448	Eric B. Whitney	DIRDEP6862	2/16/16	BuyOutAccumLeav	16.00	
463	Jason J. Garbin	DIRDEP6863	2/16/16	Regular	74.00	1,859.32
463	Jason J. Garbin	DIRDEP6863	2/16/16	AnnualLeave	12.00	
465	Howard R. Blake II	DIRDEP6864	2/16/16	Regular	80.00	2,144.85
465	Howard R. Blake II	DIRDEP6864	2/16/16	Overtime	15.00	
465	Howard R. Blake II	DIRDEP6864	2/16/16	BuyOutAccumLeav	16.00	
468	Ron L. Clay	DIRDEP6865	2/16/16	Regular	80.00	2,050.62
468	Ron L. Clay	DIRDEP6865	2/16/16	Overtime	6.00	
468	Ron L. Clay	DIRDEP6865	2/16/16	BuyOutAccumLeav	16.00	
471	Justin M. Raynes	DIRDEP6866	2/16/16	Regular	80.00	2,343.44
471	Justin M. Raynes	DIRDEP6866	2/16/16	Overtime	14.00	
471	Justin M. Raynes	DIRDEP6866	2/16/16	BuyOutAccumLeav	16.00	
474	Mikel A. Clay	DIRDEP6867	2/16/16	Regular	80.00	1,544.71
474	Mikel A. Clay	DIRDEP6867	2/16/16	Overtime	9.50	
475	Christopher D. Hastings	DIRDEP6868	2/16/16	Regular	80.00	1,830.40
475	Christopher D. Hastings	DIRDEP6868	2/16/16	Overtime	20.00	
476	Joseph R. Farry	DIRDEP6869	2/16/16	Regular	80.00	1,481.82
476	Joseph R. Farry	DIRDEP6869	2/16/16	Overtime	6.00	
477	Harold S. Walker	DIRDEP6870	2/16/16	Salary		2,326.93
478	Philip M. Owens	DIRDEP6871	2/16/16	Regular	80.00	1,248.80
479	Scott R. Reekie	DIRDEP6872	2/16/16	Regular	80.00	1,248.80
532	Jeffrey A. Elkins	DIRDEP6873	2/16/16	Salary		2,293.87
534	Andrew W. Shinn	DIRDEP6875	2/16/16	Regular	108.00	1,938.16
534	Andrew W. Shinn	DIRDEP6875	2/16/16	Overtime	4.00	
536	Casey R. Mathes	DIRDEP6876	2/16/16	Regular	84.00	1,844.76
536	Casey R. Mathes	DIRDEP6876	2/16/16	Vacation	24.00	
538	Chad W. Mathes	DIRDEP6878	2/16/16	Regular	108.00	1,844.76
540	Rob C. Ely	DIRDEP6880	2/16/16	Regular	96.00	1,815.96
540	Rob C. Ely	DIRDEP6880	2/16/16	Vacation	12.00	
541	Nathaniel W. Arthur	DIRDEP6882	2/16/16	Regular	48.00	1,651.80
541	Nathaniel W. Arthur	DIRDEP6882	2/16/16	Vacation	24.00	
541	Nathaniel W. Arthur	DIRDEP6882	2/16/16	SickLeave	24.00	
541	Nathaniel W. Arthur	DIRDEP6882	2/16/16	StepUpPay	12.00	
542	Jonathan P. Atkins	DIRDEP6884	2/16/16	Regular	108.00	2,214.60
542	Jonathan P. Atkins	DIRDEP6884	2/16/16	Overtime	28.00	
543	Zachary G. Bonnett	DIRDEP6886	2/16/16	Regular	108.00	1,721.82
543	Zachary G. Bonnett	DIRDEP6886	2/16/16	Overtime	6.00	

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546	Carl D. Price	DIRDEP6887	2/16/16	Regular	108.00	1,416.48
548	Garrett M. Kiser	DIRDEP6888	2/16/16	Regular	108.00	1,416.48
549	James R. Setliff	DIRDEP6889	2/16/16	Regular	84.00	1,397.28
549	James R. Setliff	DIRDEP6889	2/16/16	Vacation	24.00	
550	Ronnie L. Harvey	DIRDEP6890	2/16/16	Regular	108.00	1,397.28
551	Patrick R. McCafferty	DIRDEP6891	2/16/16	Regular	84.00	1,397.28
551	Patrick R. McCafferty	DIRDEP6891	2/16/16	SickLeave	24.00	
822	Diana L. Godby	DIRDEP6892	2/16/16	Salary		1,300.00
826	Heather A. Kinder	DIRDEP6893	2/16/16	Regular	80.00	700.00
TOTAL						\$ 199,009.64