

AGENDA  
NITRO CITY COUNCIL  
MARCH 15, 2016  
Amended March 11, 2016

CALL TOR 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
Councilwoman at Large Brenda Tyler	

INVOCATION/PLEDGE OF ALLEGIANCE

FUTURE DATES OF COUNCIL: April 5 and 19

APPROVAL OF COUNCIL MINUTES: March 1

OLD BUSINESS

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

FIRE DEPARTMENT MEMORANDUM OF UNDERSTANDING: Mayor Dave Casebolt

LEASE AGREEMENT WITH KINGSWAY: Mayor Dave Casebolt

RECOMMENDATION OF COMMITTEE ON FIRE DEPARTMENT RESCUE BILLING:  
Recorder Rita Cox

2016-2017 BUDGET RECOMMENDATION AND APPROVAL: John Young

RECOMMENDATION OF BRANDING COMMITTEE TO NAME 21<sup>ST</sup> STREET PARK  
"LIVING MEMORIAL PARK": Mayor Dave Casebolt

REQUEST FOR INVITATION TO BID FOR STREET SIGNS RECOMMENDED BY  
BRANDING COMMITTEE: Mayor Dave Casebolt

REQUEST FOR APPROVAL OF WALL OF FAME SIGN: Mayor Dave Casebolt

RIVERBANK EROSION PROJECT AT NITRO CITY PARK: Mayor Dave Casebolt

OFFER FOR 1997 PONTIAC VAN/JOEY FIELDS OFFERED \$75.00: Recorder Rita Cox

NEW BUSINESS

ADDRESSING THE NEED FOR SECURING CERTAIN ACCESSIBLE AREAS WHEN  
CARRYING CONCEALED WEAPONS BECOMES LEGAL: Chief Steve Walker

NOTIFICATION OF BASS FISHING TOURNAMENT AUGUST 27 AT NITRO BOAT  
LAUNCH: Recorder Rita Cox

CELEBRATION OF EDUCATION GALA/APRIL 29/\$500 TABLE SPONSOR REQUEST:  
Councilman Andy Shamblin

REQUEST FOR BOOT DRIVE NITRO HIGH SCHOOL BAND/APRIL 9-11:00 TO 3:00:  
Recorder Rita Cox

ATTORNEY REPORT

TREASURER REPORT

MAYOR COMMENTS

COUNCIL COMMENTS

PUBLIC COMMENTS

ADJOURNMENT

NITRO CITY COUNCIL  
MINUTES  
TUESDAY, MARCH 15, 201

DRAFT COPY

CALL TO ORDER: Mayor Dave Casebolt called the meeting to order at 7:00 pm in Council Chambers. Along with Mayor Casebolt those in attendance were 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 Councilwoman Brenda Tyler and the Pledge of Allegiance was led by Recorder Rita Cox.

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

APPROVAL OF COUNCIL MINUTES: RECORDER RITA COX MADE THE MOTION THAT THE MINTUES OF THE MARCH 1 MEETING BE APPROVED WITH A SECOND BY COUNCILMAN AL WALLS AND THE MOTION CARRIED.

OLD BUSINESS

SECOND 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 ADOPT ON SECOND READING THE AMENDED ARTICLE 157-133 FOR CIVIL SERVICE (POLICE AND FIRE EXCEPTED) EMPLOYMENT PROVISION. THERE WAS A SECOND BY RECORDER RITA COX. Councilman Montgomery said the changes made to the ordinance will allow it to be phased in so that arrangements can be made for vacation plans for employees. THE MOTION CARRIED WITH A UNANIMOUS VOTE.

FIRE DEPARTMENT MEMORANDUM OF UNDERSTANDING: Jonathon Adkins said he had made some of the changes recommended by Johnnie Brown. He said he thinks possibly that Johnnie Brown is not aware of some of the history of the previous negotiations. COUNCILMAN ANDY SHAMBLIN MADE THE MOTION THAT THE MOU BE TABLED WITH A SECOND BY COUNCILMAN BILL JAVINS. VOTE WAS FOR THE MOTION.

LEASE AGREEMENT WITH KINGSWAY: COUNCILMAN AL WALLS MADE THE MOTION THAT THE LEASE AGREEMENT BE TABLED SO THAT CITY ATTORNEY JOHNNIE BROWN CAN ADDRESS SOME QUESTIONS. THERE WAS A SECOND BY RECORDER RITA COX AND THE MOTION CARRIED.

RECOMMENDATIONS OF COMMITTEE ON FIRE DEPARTMENT RESCUE BILLING: RECORDER RITA COX MADE THE MOTION THAT BASED ON THE COMMITTEE RECOMMENDATION COUNCIL APPROVE THE CONTRACT SUBMITTED BY FIRE RESCUE BILLING, LLC TO COLLECT FUNDS FOR BILLING SERVICES WITH A CHARGE OF 15 PERCENT FOR ALL COLLECTED FUNDS. THERE WAS A SECOND BY COUNCILMAN BILL JAVINS AND THE MOTION CARRIED WITH A UNANIMOUS VOTE.

2016-2017 BUDGET RECOMMENDATION AND APPROVAL: RECORDER RITA COX MADE THE MOTION THAT COUNCIL APPROVED THE BUDGET (SEE ATTACHED) FOR THE 2016-2017 FISCAL YEAR. THERE WAS A SECOND BY COUNCILMAN ANDY SHAMBLIN AND THE MOTION CARRIED WITH A UNANIMOUS VOTE.

REQUEST FOR BOOT DRIVE NITRO HIGH SCHOOL BAND/APRIL 9 FROM 11:00 TO 3:00: RECORDER COX MADE THE MOTION THAT A BOOT DRIVE BE PERMITTED ON 21<sup>ST</sup> STREET AND FIRST AVENUE ON APRIL 9 FROM 11 AM TO 3 PM FOR THE NITRO HIGH SCHOOL BAND. THERE WAS A SECOND BY COUNCILMAN SHAMBLIN AND THE MOTION CARRIED.

ATTORNEY REPORT: There was no report.

TREASURER REPORT: RECORDER RITA COX MADE THE MOTION THAT THE FINANCIAL REPORTS PRESENTED BY JOHN YOUNG BE MADE A PART OF COUNCIL RECORDS AND THE SECOND WAS BY COUNCILWOMAN LAURIE ELKINS. VOTE WAS UNANIMOUS FOR THE MOTION.

MAYOR COMMENTS: Mayor Casebolt said the Easter Eggstravaganza is scheduled for Saturday starting at noon at City Park. He said the houses at 1106 and 1108 11<sup>th</sup> will be taken down soon.

COUNCIL COMMENTS: Recorder Rita Cox said she was pleased that Council came together for work on the 2016-2017 Budget.

PUBLIC COMMENTS: Bob Schamber said the Senior Program is almost out of money to operate on and has had no response from local businesses in the solicitation for funds to help with the program.

Ivana Measdows said he would like for Council to consider letting the Little League use the upstairs space in A1 Carpet building for indoor practice. He also would like to address Council at the next meeting about putting in a press box at the girls' field.

Nathan Will said Tom Susman will be at the Branding Committee meeting to discuss marketing the centennial celebration.

ADJOURNMENT: COUNCILMAN JAVINS MADE THE MOTION THE MEETING BE ADJOURNED AND THE SECOND WAS BY COUNCILMAN RACER. THE MOTION CARRIED.

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DAVE CASEBOLT, MAYOR

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RITA COX, RECORDER

**DRAFT COPY**



**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 March 1, 2015

Passed on Second Reading \_\_\_\_\_

\_\_\_\_\_  
David Casebolt, Mayor

\_\_\_\_\_  
Rita Cox, Recorder

# *FINAL DRAFT 3 FOR COUNCIL VOTE*

*ON 3-15-2016*

## **CITY OF NITRO AND LOCAL 1822 CONTRACT**

This Contract made \_\_\_\_\_ shall be effective between the dates of \_\_\_\_\_ and \_\_\_\_\_ between the Administration of the City Of Nitro, West Virginia there in after referred to as the CITY and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1822 affiliated with the AFL-CIO on behalf of all members of the said organization hereinafter referred to as Local 1822.

WHEREAS the parties hereto desire to maintain a highly-skilled, stable work force, harmonious relationship, advanced to the fullest extent possible, of mutual interest in the preservation and enhancement of the publics safety, to promote uniform standards and conditions of employment for Firemen and the CITY OF NITRO, West Virginia, and to achieve a harmonious and peaceful adjustment of differences which may rise. Further the parties recognize the legitimate interests of the Firemen and the CITY to resolve through bargaining of unsettled differences in the determination of wages, benefit terms and conditions of employment to each party's mutual benefit and satisfaction.

NOW, THEREFORE, in consideration of the mutual agreements, and promises hereinafter contained, THE CITY OF NITRO and LOCAL 1822 do hereby agree as follows:

### **ARTICLE 1**

#### **SCOPE OF DEFINITIONS**

This contract shall include all members of the NITRO FIRE DEPARTMENT of all ranks and positions, members and non members of Local 1822.

#### **DEFINITIONS:**

A. SHIFT shall mean a twenty-four (24) hour period for suppression forces and for eight (8) hour periods for non-suppression forces. A shift shall be considered a day worked.

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 Fireman of the City of Nitro, WV and continuous services as a Nitro Fireman, until retirement or termination of employment 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 1<sup>st</sup> 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 firemen 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 suppression shift.

K. EQUAL TIME shall be defined as a day twelve (12) hour period with regular pay allowed to members on suppression 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 agents 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 Firemen and Fireman in this 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**

This Contract constitutes the entire agreement between the parties and no other representations have been 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 Contract.

## **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**

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 agrees to mail, email, or hand deliver notice prior to 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's decision regarding insurance benefits and possible increases. Increases shall be no more than what PEIA'S recommended increase would be or an across the board city increase in premiums which-ever is less. Local 1822 agrees to mail, email, or hand deliver 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, (4) Captains, (3) Lieutenants, and (6) Firefighters. The City Council shall budget the number of paid on call firemen. All three suppression shifts shall consist of four (4) members, as well as one (1) swing Captain. Totals number of staff

shall include 13 Suppression Firemen working on shifts and 1 Fire Chief working a 40 hour week. Though very temporary shift manning may be employed, it is intended for each of the three shifts to have 1 Captain, 1 Lieutenant, and 2 Fire Fighters. In addition to these shifts, 1 Swing Captain shall swing to each shift in the prescribed manner of Section E. below.

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 Captain position of the Nitro Fire Department and none of the current Lieutenants are eligible for the Captain 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 testing is performed in accordance with Civil Service Procedures and a Captain selected.

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 the Fire Administration Division, the 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.

## WAGES AND INCENTIVES

- 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 effective July 1, 2016, 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 Firemen		\$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 re-certifications 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

This incentive check shall be paid by November 1<sup>st</sup> of each year. Resolution #7 and Appendix A outlines the agreed process for obtaining incentive pay.

- C. 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. The Fire Chief position should receive \$500.00 per year longevity pay for each year of service as Fire Chief.
- D. 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 per W.Va. Code 8-15-10a. (IAFF Vs City of Morgantown) and (Wells Vs City of Fairmont)

## **STEP-UP-PAY**

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

If a Lieutenant is called for overtime to cover for the absent Captain, the member shall do so at the agreed regular overtime rate for a Captain.

If a Lieutenant is not present on a shift, there shall be no step-up-pay for the firemen 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 (10<sup>th</sup>) 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 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 days shall be regarded, treated, and observed as legal holidays
  - 1. January 1st, New Year's Day
  - 2. The 3<sup>rd</sup> Monday of January, Martin Luther King's Birthday
  - 3. The third (3<sup>rd</sup>) Monday of February, Presidents Day
  - 4. The last Monday in May, Memorial Day
  - 5. June 20<sup>th</sup>, West Virginia Day

6. July 4<sup>th</sup>, Independence Day
  7. The 1<sup>st</sup> Monday of September, Labor Day
  8. The 2<sup>nd</sup> Monday of October, Columbus Day
  9. November 11<sup>th</sup>, Veterans Day
  10. The 4<sup>th</sup> Thursday of November, Thanksgiving Day Holiday
  11. The 4<sup>th</sup> Friday of November, after Thanksgiving Day Holiday
  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, provided the appointed day is approved by City Council, the governor or the President of the United States as days of thanksgiving or for general cessation of business. When any of such days or dates falls on Saturday or Sunday, either the preceding Friday or 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 (108 hours) 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 (132) 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 (up to 48 hours) for the birth of their new child or for a newly adopted child. The City of Nitro considers that a period of leave is important for the well-being of both the parent and the child.
- E. All sick leave accrued throughout the fire department employees career shall be forfeited if the employee ends their employment for any reason other than retirement.

## **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:
    - 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 has 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 days during the first ten (10) years of service.
  2. Monthly credit of 1 2/3 working days for those with more than ten (10) 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 days 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 of funeral leave with regular pay; however, the fire chief may allow the member to use three (3) days or working day's of his accumulated sick leave.

## **ARTICLE 10**

### **UNIFORMS, PROTECTIVE CLOTHING, AND EQUIPMENT PURCHASING**

- A. The City agrees to authorize each Fire Department employee \$1000.00 on September 1<sup>st</sup> of each year for the purposes of purchasing uniforms, clothing, and equipment related to the fire department using an approved purchasing method shown below. The Fire Chief must pre-approve all requests.
- B. Uniforms, apparel, and or equipment can be purchased by all members of the Nitro Fire Department from a supplier that the City has an account upon approval of the Fire Chief. Members can purchase items up to \$1,000.00.
- C. Members may purchase Uniforms, apparel, and or equipment from and independent supplier and submit the receipt for reimbursement pending approval of the Fire Chief.
- D. The City of Nitro shall furnish all new employees equipment to include a 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 1st day of duty.

E. Protective firefighting equipment shall be replaced by the City of Nitro when it becomes 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 request, a member of the Nitro Fire Department may request uniform allowance in a one time payment that shall be taxed as W-2 wages.

## **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 trades must be approved by the Fire Chief or his designee. Shift 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, as long as it does not violate 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 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 its 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)

I. 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.

## **ARTICLE 11**

### **MANPOWER**

The City of Nitro agrees to employ a minimum manning number of three (3) Full Time Professional Firemen, to include 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.

## **ARTICLE 12**

### **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 Fireman called in for an emergency shall be compensated their normal rate of overtime pay, for a minimum of two (2) hours. Every Fireman 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 Firemen.
- D. All called in Firemen 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. 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.

## **ARTICLE 13**

### **DRUG TESTING POLICY**

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

## **ARTICLE 14**

### **PENSIONS**

The City of Nitro shall maintain the pension plan presently required by State Law for paid Firemen, 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 15**

### **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 16**

### **RENEGOTIATION AND AGREEMENT**

The parties agree to begin negotiation on a new Contract 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.

### **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.**

# **LABOR 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 run 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 Fireman or Paid-On Call fireman 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 Captain 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. The above rights for Capt King in this section, would supercede Article 4, Composition and Organization of Department, Subsection D regarding staffing, should Captain King choose to remain on the Nitro Fire Department as a suppression Captain.
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 1<sup>st</sup> 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.

**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: \_\_\_\_\_



To: Nitro City Council and City Staff  
From: Rita Cox  
Date: March 4, 2016

Sherry Kincaid would like to hold a bass fishing tournament on August 27 at the Robert C. Byrd Boat Launch. This is the third year that she is hosting the Tyler Kincaid Bass Fishing Tournament in honor of her deceased son. The representative of the DNR that she is working with recommended that she notify the City of Nitro so that there is no conflict with the date and the City is aware of the tournament.

City Of Nitro FY Current  
Balance Sheet  
February 29, 2016

ASSETS

Cash Accounts General		
Receipts Account	\$	43,984.08
Disbursements Account		2,896.96
L GOV ACCOUNT		147.07
Payroll Account		66,546.42
Total Cash Accounts		113,574.53
Cash Accounts Restricted		
THF Bank Account		4,931.48
City of Nitro Hotel, Motel, Ta		84,380.39
Fairs & Festival Account		8,767.14
Fire Fee Fund		45,891.00
Firemen's Equip Fund		22,993.61
Peoples FCU CD		8,966.97
Peoples FCU CD		90,129.28
Peoples FCU CD		243,475.02
Police M-Dent		33,244.24
Police To Be Forfeited		939.01
Police Canine Fund		1,366.45
Coal Severance Tax Acct		9,598.92
Huntington Library Acc		19,272.60
Huntington Sales Tax		287,817.18
Sales Tax Savings		59,795.00
Total Restricted Funds		921,568.29
Other Current Assets		
Taxes Receivable	360,391.73	
Munci Fees Receivable	525,033.65	
Accts Receivable Misc	81,988.61	
Total Current Assets		967,413.99
Property and Equipment		
Total Property and Equipment		0.00
Other Assets		
Prepaid Expenses	2,389.29	
Total Other Assets		2,389.29
Total Assets	\$	2,004,946.10

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	137,040.40
Firemens Pension Payable		(87.15)
Public Employees Retirement		4,461.24
Insurance Payable		1,781.97
Fire Union		252.00
Other Deductions Payable		122.81
THF PAYABLES		(0.03)
SUTA Tax Payable		7,921.38
Deferred Revenues		120,895.07
Total Current Liabilities		272,387.69

Unaudited - For Management Purposes Only



City Of Nitro FY Current  
Balance Sheet  
February 29, 2016

Long-Term Liabilities		
Investment in San. Board	(431,413.28)	
OPEB Liability	2,174,177.69	
	<hr/>	
Total Long-Term Liabilities		1,742,764.41
		<hr/>
Total Liabilities		2,015,152.10
Capital		
Fund Balance General Fund	(140,577.94)	
Restricted General Fund	39,356.05	
Committed General Fund	122,700.12	
Unassigned General Fund	(273,835.03)	
	<hr/>	
Total General Fund		(252,356.80)
Assigned Coal Severance	1,621.15	
	<hr/>	
Total Coal Severance Fund		1,621.15
Net Income	240,529.65	
	<hr/>	
Total Capital		(10,206.00)
		<hr/>
Total Liabilities & Capital	\$	2,004,946.10
		<hr/> <hr/>

City Of Nitro FY Current  
Income Statement  
For the Eight Months Ending February 29, 2016

	Year to Date Current Year	Year to Date Budget	Year to Date LY	Cy Vs Budget	CY Vs LY
Property Tax	\$ 591,017	\$ 603,360	\$ 569,861	\$ (12,343)	\$ 21,156
Property Tax Excess Levy	\$ 242,869	\$ 246,504	\$ 244,521	\$ (3,635)	\$ (1,652)
Oil & Gas Severance Tax	\$ 15,410	\$ 17,336	\$ 13,046	\$ (1,926)	\$ 2,364
Utility Tax	\$ 171,484	\$ 168,336	\$ 168,356	\$ 3,148	\$ 3,127
THE Realty B&O Tax	\$ 115,500	\$ 102,664	\$ 115,500	\$ 12,836	\$ -
B&O TAX- MANUFACTURED	\$ 13,319	\$ 12,000	\$ 24,707	\$ 1,319	\$ (11,388)
B&O TAX - RETAIL	\$ 188,621	\$ 222,664	\$ 225,262	\$ (34,043)	\$ (36,640)
B&O TAX - WHOLESALE	\$ 34,816	\$ 26,664	\$ 53,965	\$ 8,152	\$ (19,149)
B&O TAX - ELECTRIC/DOMESTIC	\$ 150,188	\$ 136,336	\$ 136,396	\$ 13,852	\$ 13,792
B&O TAX - WATER CO.	\$ 64,132	\$ 51,664	\$ 54,170	\$ 12,468	\$ 9,963
B&O TAX-ELEC. & OTHER POWER CO	\$ 79,231	\$ -	\$ 82,740	\$ 79,231	\$ (3,508)
B&O TAX - OTHER PUBLIC UTILITY	\$ -	\$ 82,000	\$ -	\$ (82,000)	\$ -
B&O TAX - CONTRACTING	\$ 61,917	\$ 129,784	\$ 131,231	\$ (67,867)	\$ (69,313)
B&O TAX - BANKING	\$ 3,110	\$ 2,264	\$ 4,568	\$ 846	\$ (1,458)
B&O TAX - AMUSEMENT	\$ 1,124	\$ 1,000	\$ 2,155	\$ 124	\$ (1,031)
B&O TAX - SERVICE	\$ 120,550	\$ 131,336	\$ 132,535	\$ (10,786)	\$ (11,985)
B&O TAX - RENTAL & ROYALTIES	\$ 98,717	\$ 75,200	\$ 76,637	\$ 23,517	\$ 22,080
Liquor Tax	\$ 42,081	\$ 37,336	\$ 38,800	\$ 4,745	\$ 3,281
Hotel Occupancy Tax	\$ 133,818	\$ 137,336	\$ 142,536	\$ (3,518)	\$ (8,718)
Court Costs and Fees	\$ 33,926	\$ 26,664	\$ 27,143	\$ 7,262	\$ 6,784
Regional Jail Fund Tax	\$ 469	\$ 520	\$ 519	\$ (51)	\$ (51)
Business License	\$ 20,838	\$ 14,664	\$ 13,275	\$ 6,174	\$ 7,563
Building Permits	\$ 14,226	\$ 12,664	\$ 11,780	\$ 1,562	\$ 2,446
Franchise Fees	\$ 34,323	\$ 35,160	\$ 35,656	\$ (837)	\$ (1,332)
Plan Review Fees	\$ 1,900	\$ 10,664	\$ 1,540	\$ (8,764)	\$ 360
IRP FEES	\$ 88,085	\$ 33,336	\$ 31,063	\$ 54,749	\$ 57,023
Parks & Recreation	\$ 4,750	\$ 4,336	\$ 5,275	\$ 414	\$ (525)
Donation - Park & Rec.	\$ 200	\$ -	\$ -	\$ 200	\$ 200
Swimming Pool Revenue	\$ 22,463	\$ 40,000	\$ 19,158	\$ (17,537)	\$ 3,306
Pool Revenue Credit Card	\$ 2,531	\$ 2,133	\$ 2,186	\$ 398	\$ 345
Pool Concessions	\$ 15,163	\$ 23,333	\$ 14,546	\$ (8,170)	\$ 617
Pool Concessions Contracted	\$ 520	\$ 267	\$ 305	\$ 254	\$ 216

City Of Nitro FY Current  
Income Statement  
For the Eight Months Ending February 29, 2016

	Year to Date Current Year	Year to Date Budget	Year to Date LY	Cy Vs Budget	CY Vs LY
Concessions Credit Card	\$ 1,128	\$ 667	\$ 721	\$ 461	\$ 407
Municipal Service Fees	\$ 579,027	\$ 560,000	\$ 576,941	\$ 19,027	\$ 2,086
Dumpster Fees	\$ 52,442	\$ 40,664	\$ 41,802	\$ 11,778	\$ 10,639
Other Trash Fees	\$ 1,270	\$ 2,000	\$ 2,250	\$ (730)	\$ (980)
Rental Property	\$ 5,600	\$ 4,904	\$ 4,900	\$ 696	\$ 700
Nitro Fire Fees Commercial	\$ 47,129	\$ -	\$ -	\$ 47,129	\$ 47,129
Nitro Fire Fees Residential	\$ 7,625	\$ -	\$ -	\$ 7,625	\$ 7,625
State & County Grants	\$ 23,447	\$ 36,664	\$ 44,627	\$ (13,217)	\$ (21,180)
Contributions	\$ 3,921	\$ 5,336	\$ 6,077	\$ (1,415)	\$ (2,156)
Contributions from Other Funds	\$ 17,286	\$ 151,333	\$ -	\$ (134,047)	\$ 17,286
Reimb: Police Wages	\$ 49,898	\$ 30,664	\$ 44,167	\$ 19,234	\$ 5,731
Reimb: Fire Wages	\$ 230	\$ 2,664	\$ 3,181	\$ (2,434)	\$ (2,950)
Reimb: Public Works Wages	\$ 2,365	\$ 5,336	\$ 6,685	\$ (2,971)	\$ (4,320)
Dog Track Table Games	\$ 229,234	\$ 240,000	\$ 245,368	\$ (10,767)	\$ (16,134)
Table Games - Greenbrier	\$ 214	\$ 200	\$ 215	\$ 14	\$ (2)
Interest Income	\$ 1,275	\$ 848	\$ 851	\$ 427	\$ 424
Reimb: Insurance Workers' Com	\$ -	\$ -	\$ 10,067	\$ -	\$ (10,067)
Reimburse Capitol Cons Dist	\$ -	\$ 2,000	\$ -	\$ (2,000)	\$ -
Reimburse Lakeview	\$ 4,000	\$ 2,664	\$ 4,000	\$ 1,336	\$ -
Reimburse City Calendar	\$ 760	\$ 2,504	\$ 2,503	\$ (1,744)	\$ (1,743)
Reimb: Hospitalization	\$ 88,768	\$ 90,944	\$ 88,524	\$ (2,176)	\$ 244
Reimburse Insurance	\$ -	\$ 4,000	\$ 6,968	\$ (4,000)	\$ (6,968)
Senior Citizens Reimb.	\$ 19,528	\$ 17,336	\$ 17,393	\$ 2,192	\$ 2,135
Reimb. Legal Ads	\$ 200	\$ 200	\$ 400	\$ -	\$ (200)
Rebates Purchasing Card	\$ 3,533	\$ 1,336	\$ 1,369	\$ 2,197	\$ 2,164
Sale of Fixed Assets	\$ 3,552	\$ -	\$ -	\$ 3,552	\$ 3,552
Reimb: Insurance Claims	\$ 2,500	\$ 3,544	\$ 4,305	\$ (1,044)	\$ (1,805)
Accident Reports	\$ 3,620	\$ 2,336	\$ 2,425	\$ 1,284	\$ 1,195
Fire Reports	\$ -	\$ 16	\$ 15	\$ (16)	\$ (15)
MDent Receipts Federal	\$ 60	\$ 5,040	\$ 5,746	\$ (4,980)	\$ (5,686)
M Dent Receipts - State	\$ 3,867	\$ 5,224	\$ 5,789	\$ (1,357)	\$ (1,923)
Other Lottery Revenues	\$ 14,140	\$ 14,000	\$ 14,343	\$ 140	\$ (203)
Dog Track - Lottery	\$ 37,268	\$ 106,664	\$ 50,402	\$ (69,396)	\$ (13,134)
Miscellaneous Income	\$ 3,548	\$ 7,336	\$ 9,129	\$ (3,788)	\$ (5,582)
Coal Severance	\$ 16,210	\$ 13,333	\$ 12,175	\$ 2,877	\$ 4,036

City Of Nitro FY Current  
Income Statement  
For the Eight Months Ending February 29, 2016

	Year to Date Current Year	Year to Date Budget	Year to Date LY	Cy Vs Budget LY	CY Vs LY
Property Tax Library Exce Levy	\$ 28,082	\$ 31,336	\$ -	\$ (3,254)	\$ 28,082
Total Revenues	\$ 3,619,024	\$ 3,778,619	\$ 3,592,768	\$ (159,595)	\$ 26,256

**Expenses**

	Year to Date Current Year	Year to Date Budget	Year to Date LY	Cy Vs Budget LY	CY Vs LY
Mayor Expenses	\$ 45,166	\$ 48,042	\$ 44,445	\$ 2,876	\$ (722)
Total Mayor Expense	\$ 45,166	\$ 48,042	\$ 44,445	\$ 2,876	\$ (722)

**City Council Expenses**

Total City Council Expenses	\$ 39,464	\$ 342,352	\$ 36,585	\$ 302,888	\$ (2,879)
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**City Recorder**

Total City Recorder	\$ 33,281	\$ 45,608	\$ 33,005	\$ 12,327	\$ (276)
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**Treasurer**

Total Treasurer	\$ 48,668	\$ 42,872	\$ 48,792	\$ (5,796)	\$ 124
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**Municipal Court**

Total Municipal Court	\$ 58,123	\$ 76,480	\$ 62,526	\$ 18,357	\$ 4,403
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City OF Nitro FY Current  
Income Statement  
For the Eight Months Ending February 29, 2016

	Year to Date Current Year	Year to Date Budget	Year to Date LY	Cy Vs Budget	CY Vs LY
<b>Regional Development Authority</b>					
Total Regional Development Authority	\$ 1,965	\$ -	\$ -	\$ (1,965)	\$ (1,965)
<b>Building Department</b>					
Total Building Expense	\$ 59,038	\$ 55,672	\$ 55,552	\$ (3,366)	\$ (3,487)
<b>City Hall</b>					
Total City Hall	\$ 374,420	\$ 289,528	\$ 346,380	\$ (84,892)	\$ (28,040)
<b>Public Works</b>					
Total Public Works	\$ 252,245	\$ 228,080	\$ 240,519	\$ (24,165)	\$ (11,726)
<b>Police</b>					
Total Police Expenses	\$ 1,060,919	\$ 1,121,861	\$ 1,070,923	\$ 60,941	\$ 10,003
<b>Fire</b>					
Total Fire Expenses	\$ 725,186	\$ 773,568	\$ 735,496	\$ 48,382	\$ 10,311
<b>Dog Warden &amp; Humane Society</b>					
Total Dog Warden/Humane Society	\$ 2,400	\$ 19,336	\$ 919	\$ 16,936	\$ (1,481)

City Of Nitro FY Current  
Income Statement  
For the Eight Months Ending February 29, 2016

	Year to Date Current Year	Year to Date Budget	Year to Date LY	Cy Vs Budget	CY Vs LY
<b>Streets &amp; Transportation</b>					
Total Streets & Transportation	\$ 171,285	\$ 292,536	\$ 218,119	\$ 121,251	\$ 46,834
<b>Health &amp; Sanitation</b>					
Total Health & Sanitation	\$ 351,393	\$ 303,144	\$ 316,892	\$ (48,249)	\$ (34,501)
<b>Recreation</b>					
Total Recreation	\$ 32,307	\$ 22,720	\$ 37,945	\$ (9,587)	\$ 5,638
<b>Visitor's Bureau</b>					
Total Visitors Bureau	\$ 59,201	\$ 68,664	\$ 71,618	\$ 9,463	\$ 12,417
<b>Pool</b>					
Total Pool	\$ 80,263	\$ 84,040	\$ 89,707	\$ 3,777	\$ 9,445
<b>Fairs &amp; Festivals</b>					
Total Visitors & Festivals	\$ 450	\$ -	\$ -	\$ (450)	\$ (450)
<b>Historical Commission</b>					
Total Historical Commission	\$ 205	\$ 13,504	\$ 1,283	\$ 13,299	\$ 1,078

City OF Nitro FY Current  
Income Statement  
For the Eight Months Ending February 29, 2016

	Year to Date Current Year	Year to Date Budget	Year to Date LY	Cy Vs Budget	CY Vs LY
<b>Library</b>					
Total Library	\$ 108,722	\$ 108,248	\$ 108,942	\$ (474)	\$ 220
<b>Social Services Seniors</b>					
Total Senior's Support	\$ 51,651	\$ 49,176	\$ 48,841	\$ (2,475)	\$ (2,811)
<b>Capital Projects</b>					
Total Capital Projects	\$ 160,188	\$ 222,416	\$ 186,943	\$ 62,228	\$ 26,755
Total Expenses	\$ 3,716,541	\$ 4,207,847	\$ 3,755,432	\$ 491,305	\$ 38,890
Net Income	\$ (97,517)	\$ (429,228)	\$ (162,664)	\$ 331,711	\$ 65,147

# Call For Service By Call Type Report

**Print Date/Time:** 03/07/2016 12:17  
**Login ID:** metrohbhybert  
**Layer:** ORI  
**Areas:** WV0200500

**From Date:** 02/01/2016 00:00(Continuous)  
**To Date:** 02/29/2016 23:59  
**Agency Type:** Police

CALL FOR SERVICE TYPE	CALLS FOR SERVICE	PERCENT OF TOTAL
744-OTHER	11	1.3
911 HANG-UP / OPEN LINE	4	0.47
ACCIDENT - NO INJURIES	10	1.18
ACCIDENT - w/INJURIES	4	0.47
ALARM B&E	29	3.42
ALARM BURGLARY	14	1.65
ALARM HOLDUP	3	0.35
ALARM PANIC	6	0.71
ALARM VEHICLE	1	0.12
ANIMAL COMPLAINT	32	3.77
ASSAULT	1	0.12
ASSAULT w/INJURIES	2	0.24
ASSIST POLICE	7	0.82
ATV	12	1.41
B&E (STRUCTURE)	6	0.71
B&E (VEHICLE)	4	0.47
BOLO	11	1.3
BURGLARY	7	0.82
CARDIAC ARREST	1	0.12
CHECK WELL-BEING (LE & EMS)	2	0.24
CHECK WELL-BEING (LE ONLY)	8	0.94
CHEST PAINS	2	0.24
COMPLAINT	127	14.96
DESTRUCTION of PROPERTY	4	0.47
DETAIL	5	0.59
DISABLED VEHICLE	5	0.59



# Call For Service By Call Type Report

**Print Date/Time:** 03/07/2016 12:17  
**Login ID:** metro/bhybert  
**Layer:** ORI  
**Areas:** WV0200500

**From Date:** 02/01/2016 00:00(Continuous)  
**To Date:** 02/29/2016 23:59  
**Agency Type:** Police

CALL FOR SERVICE TYPE	CALLS FOR SERVICE	PERCENT OF TOTAL
DISTURBANCE	51	6.01
DOMESTIC	8	0.94
DOMESTIC w/INJURIES	1	0.12
DRUG ACTIVITY	4	0.47
DRUNK	2	0.24
DUI	2	0.24
ESCORT	3	0.35
EXTRA PATROL	20	2.36
FALLS	1	0.12
FI	26	3.06
FIGHT	2	0.24
FOOT PATROL	2	0.24
GENERAL MEDICAL / SICK-UNKNOWN	1	0.12
INVESTIGATION FIRE	1	0.12
INVESTIGATION POLICE	46	5.42
LARCENY	11	1.3
LEAVING the SCENE	5	0.59
LOCK OUT	3	0.35
MENTAL	3	0.35
MISSING	1	0.12
MUSIC/NOISE COMPLAINT	5	0.59
OVERDOSE	3	0.35
PAINS	1	0.12
PERSON DOWN	5	0.59
PROWLER	1	0.12
RECOVERED	3	0.35

# Call For Service By Call Type Report

**Print Date/Time:** 03/07/2016 12:17  
**Login ID:** metrohbhybert  
**Layer:** ORI  
**Areas:** WV0200500

**From Date:** 02/01/2016 00:00(Continuous)  
**To Date:** 02/29/2016 23:59  
**Agency Type:** Police

CALL FOR SERVICE TYPE	CALLS FOR SERVICE	PERCENT OF TOTAL
ROAD CLOSURE	2	0.24
SEIZURES	1	0.12
SERVE	16	1.88
SHOPLIFTING	10	1.18
STOLEN VEHICLE	2	0.24
STRUCTURE FIRE	1	0.12
SUICIDAL THOUGHTS	6	0.71
SUSPICIOUS ACTIVITY	20	2.36
SUSPICIOUS PERSON	16	1.88
SUSPICIOUS VEHICLE	12	1.41
TEST	1	0.12
TRAFFIC	12	1.41
TRESPASSING	5	0.59
TS	213	25.09
UNRESPONSIVE	2	0.24
WANTED PERSON	1	0.12
<b>Total Calls For Service:</b>	<b>849</b>	